

Prospectus

***SBA SET-ASIDE SALE

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # 10-08
August 26th, 2010 (JB:af)

#2. EAST FORK ILLINOIS, Josephine County, O&C and P.D.

BID DEPOSIT REQUIRED: \$4900.00

All timber designated for cutting in Lot 1, SE1/4NE1/4, W1/2NW1/4 Section 23, Lots 1, 2 and 3, N1/2SE1/4, SW1/4SE1/4 Section 24, T. 40S., R. 8W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
3742	575	1238	Douglas-fir	679	\$69.40	\$47,122.60
80	19	38	Ponderosa Pine	23	**\$25.20	\$579.60
68	7	15	Sugar Pine	8	**\$26.40	\$211.20
17	1	3	Incense-cedar	1	\$206.00	\$206.00
3907	602	1294	Totals	711		\$48,119.40

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford Interagency Office, or Grants Pass Interagency Office.

**Minimum stumpage values were used to compute the appraised price (10% of pond value).

***This is an SBA Set-Aside timber sale. Bidding is limited to small business concerns as defined by the Small Business Act, §3, 72 Stat. 384, 15 U.S. Code 632, and the regulations of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121, as amended.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 N.E. Spalding Ave., Grants Pass, Oregon, at 9:00 a.m. on Thursday August 26th, 2010.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

CRUISE INFORMATION - The Douglas-fir, Ponderosa Pine, Sugar Pine and Incense-cedar have been cruised using the 3-P sampling method to select sample trees. Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office. The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

Approximately 1% of the sale volume is salvage material. With respect to merchantable trees of

all conifer species: the average tree is 14.9 inches DBHOB; the average gross merchantable log contains 53 bd. ft.; the total gross volume is approximately 822 M bd. ft; and 86% recovery is expected. (Average DF is 15.0 inches DBHOB; average gross merchantable log DF contains 53 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CUTTING AREA -Seven (7) units containing 75 acres must be partial cut.

CUTTING TIME - Contract duration will be 36 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via existing BLM roads.

ROAD MAINTENANCE - The Purchaser will be required to maintain 4.22 miles of existing BLM road. The Purchaser will be required to pay a maintenance and rockwear fee of \$1.56 per MBF or a total of \$1,111.11 for the use of these roads.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area, any tractor-type logging equipment when soil moisture content exceeds 25 percent by weight as determined by a Speedy Moisture Meter.

EQUIPMENT REQUIREMENTS -

1. Yarding tractor not greater than 8.5 feet wide, as measured from the outer edges of standard width track shoes and equipped with integral arch and winch capable of lining logs 75 feet.
2. Cable yarder capable of one end log suspension, lateral yarding, and yarding logs uphill approximately 650 feet.

SLASH DISPOSAL - Appraised slash disposal consists of forty-nine (49) acres of hand pile, cover, and burn, and four (4) acres of Lop and Scatter.

CONTRACT TERMINATION - "A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP."

"This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area."

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Seasonal operating constraints, (L-18).
3. Slash treatment will be concurrent with logging.
4. Approximately 3 acres of unit 24-2B (37 MBF) will be a tractor swing operation. The swing will be approximately 400 feet, 20-22% adverse.
5. Road blockage restriction for residents, (L-20).

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From Cave Junction, Oregon, go East on Caves Highway/OR-46 approximately 1.8 miles. Turn South onto Holland Loop Road and go approximately 1.9 miles to Takilma Road. Turn Southwest on Takilma Road, go approximately 3.9 miles. Turn East on BLM road 40-8-23, go approximately .25 miles. This puts you in Unit 23-12A of the timber sale.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (EA-OR117-06-04) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.

Seasonal Restriction Matrix

Sheet 1 of 1
East Fork Illinois
OR-110-TS10-08

*Restricted Times are Shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
All Units	Yarding, hauling on natural surface roads and temporary spurs, road construction/renovation , landing construction ^{1, 2}																								

¹ Hauling restriction may be shortened or extended depending on adequacy of road surfacing, (rock).

² Wet season restrictions may be shortened or extended depending on weather conditions.

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THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD DISTRICT OFFICE.

Sec. 40. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (A) AR-1 All timber on the Reserve Areas as shown on Exhibit A and all orange painted/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-6 All Pacific yew trees in all units as shown on Exhibit A.
- (C) IR-6 All hardwood trees which are larger than eight (8) inches D.B.H.O.B. in all units as shown on Exhibit A.
- (D) IR-6 All snags greater than sixteen (16) inches D.B.H.O.B. and all wind thrown trees in all units except hazard snags. Any felled hazard snags must remain where felled or as directed by the Authorized Officer.
- (E) IR-7 All conifer trees except three thousand nine hundred and seven (3,907) trees marked for cutting heretofore by the Government with blue paint above and below stump height in units 23-3, 23-12A, 23-12B, 24-2A, 24-2B, 24-5, and 24-7 as shown on Exhibit A.
- (F) IR-10 All trees marked with a band of orange paint about six feet from the ground and with a yellow, metal, SEED TREE tag in the partial cutting area shown on Exhibit A. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by the Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source
- (G) IR-11 All trees marked with an orange W in all units shown on Exhibit A. These trees are selected wildlife trees and are specially valued as a component of the Wildlife Habitat Management program. Selected wildlife trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at current market value of the merchantable volume plus the cost to replace the damaged or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected wildlife trees, except for such trees which the Authorized

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Officer determines to be a safety hazard as defined by applicable safety codes and regulations. When selected wildlife trees are determined to be danger trees, written approval to fell such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract.

- (H) IR-11M All trees which were severed from the stump or cut into logs prior to the date this contract was entered into, and all pre-existing dead and down woody debris within all units as shown on Exhibit A.

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Section 41

(A) Log Exports

- (1) LE-1 All timber to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8 3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8 3/4) inches in thickness or less; (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

- (a) Date of last export sale.
- (b) Volume of timber contained in last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber". The original of such certificate shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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In the event of the Purchasers noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

(B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- (2) L-4 All conifers marked with blue paint for cutting shall be felled in all units shown on Exhibit A.
- (3) L-6M All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A unless approved prior to yarding by the Authorized Officer.
- (4) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
Entire contract area	All operator spurs will not exceed fourteen (14) feet in width. No step landing construction.
Units 23-12B, 24-2B (Cable Yarding)	Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor. A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet. The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding.

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Designated Area	Yarding Requirements or Limitations
Units 23-12B, 24-2B (Cable Yarding)	<p>Yarding corridors will be approximately one hundred fifty (150) feet apart and perpendicular to the contours. Yarding corridors will be limited to one (1) per landing unless otherwise approved by the Authorized Officer.</p> <p>Yarding corridors are not permitted up or down any draw.</p> <p>Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline.</p> <p>Prior to falling any timber in the units, all tail/lift trees and/or intermediate support trees shall be identified by the Purchaser and approved by the Authorized Officer.</p>
Units 23-3, 23-12A, 24-2A, 24-5, 24-7 (Tractor Yarding)	<p>Yarding tractor width will not be greater than eight and one-half (8.5) feet as measured from the outer edges of standard width track shoes.</p> <p>The location of the tractor skid roads must be clearly designated on the ground, and approved by the Authorized Officer prior to felling of timber to be yarded over that tractor skid road.</p> <p>Use of mechanized equipment off of designated skid roads shall require approval from the Authorized Officer. All operations shall maintain soil compaction of 12% or less across the harvest area and avoid excessive injury to timber otherwise reserved in Section 40 of the contract.</p> <p>Yarding tractors will be equipped with integral arches capable of one-end suspension during skidding and winch systems capable of lining logs at least seventy-five (75) feet.</p> <p>No yarding will be allowed up or down draw bottoms.</p> <p>Landing size shall not exceed one-quarter (1/4) acre.</p> <p>Ground based equipment shall be limited to slopes less than thirty-five (35) percent.</p>

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- (5) L-9 No tractor equipment is permitted in or through the seventy-five (75) feet adjacent to the stream in unit 24-7.
- (6) L-11 No landing shall be located within one hundred sixty-five (165) feet of springs or streams as shown on Exhibit A, or as directed by the Authorized Officer.
- (7) L-18 No hauling shall be conducted on the contract area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request, in writing, a conditional waiver of this restriction. If soil moisture conditions or rain events do not result in road damage or the transport of sediment to nearby stream channels as determined by the Authorized Officer, the Contracting Officer may approve a conditional waiver. If impacts to roads and stream channels resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.
- (8) L-18 No yarding, road renovation, road construction, or landing construction shall be conducted on the contract area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request, in writing, a conditional waiver of this restriction. If soil moisture conditions are dry as determined by soil moisture content of less than 25 percent at a depth of six inches as determined by the Authorized Officer, contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.
- (9) L-19 Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (10) L-20 During logging operations, the Purchaser shall keep road 40-8-23, 40-8-23.1, and 40-8-24, where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than fifteen (15) minutes due to passage for nearby resident.
- (11) L-24 Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchasers authorized representative and the

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Authorized Officers representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.

- (11) L-25 Before cutting and removing any trees necessary to facilitate logging in all units and adjacent reserve areas shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:

(a) All skid, swing, and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding road shall be limited to twelve (12) feet.

(b) The Purchaser may immediately cut and remove additional timber to clear skid, swing, and/or cable yarding roads; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with red paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 36 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.

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(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (12) L-27 In all units shown on Exhibit A, all trees designated for cutting which are within a tree length of the streams and springs to be protected shall be felled away from those streams and springs.
- (13) L-27 In all units shown on Exhibit A, all trees designated for cutting which are within a tree length of the unit boundaries shall be felled away from the boundaries and into the unit.
- (14) L-27 In all tractor yarding units as shown on Exhibit A, all trees designated for cutting shall be directionally felled towards pre-approved skid trails.

(C) Road Construction - Maintenance – Use

- (1) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit D, provided that the Purchaser comply with the conditions set forth in Section 41(C)(3) and pay the required rockwear obligation described in Section 41(C)(2) The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

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Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
40-8-15	0.93	BLM	ASC/NAT
40-8-23	2.09	BLM	ASC
40-8-23.1	0.52	BLM	ASC
40-8-23.2	0.25	BLM	NAT
40-8-23.3	0.12	BLM	NAT
40-8-24	0.31	BLM	NAT
Total Miles	4.22		

- (2) RC-2g The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount ONE THOUSAND ONE HUNDRED ELEVEN and 11/100 (\$1111.11) for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 41(C)(1). The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (3) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (4) RC-3d The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Governments share of the capital investment of any such road.

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- (5) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures when that vehicle or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least fifteen (15) days prior to proposed move-in.

Details shall include:

- (a) Axle weights when fully loaded.
- (b) Axle spacing.
- (c) Transverse wheel spacing.
- (d) Tire size.
- (e) Outside width of vehicle.
- (f) Operating speed.
- (g) Frequency of use.
- (h) Special features (e.g., running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(D) Environmental Protection

- (1) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall remove all slash and debris from roadways and landings concurrently with yarding, or as directed by the Authorized Officer.
- (2) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall, prior to October 15 of the same operating season, "winterize" all temporary roads by properly installing any water bars, berms, sediment basins, gravel pads, seed and/or mulch, to reduce sediment runoff as directed by the Authorized Officer.
- (3) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall construct water dips and/or water bars on all tractor skid roads, spur road, swing roads used/constructed, and cable yarding corridors. Construction for skid roads will be concurrent with yarding, in accordance with

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Exhibit W, or as directed by the Authorized Officer. Water bar construction for cable yarding corridors shall be as directed by the Authorized Officer. Skid roads shall be blocked where they intersect with haul roads.

- (4) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall construct earth/log barricade in accordance with Exhibit F at locations shown on Exhibit A. Barricades shall be constructed upon completion of the road decommissioning, or as directed by the Authorized Officer.
- (5) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall hand seed and straw mulch (native and weed free) all natural surfaced landings, spur and swing roads with native grass seed at a rate of twenty-five (25) pounds per acre as directed by the Authorized Officer. Native grass seed and straw shall be supplied by the government. If the quantity of native grass seed is not available from the government a mixture of annual rye, native grass, and sterile wheatgrass shall be applied at a rate of twenty-five (25) pounds per acre. The purchaser shall provide written certification that the seed is free of noxious weeds. (Mixture requirements: thirteen (13) pounds annual rye, nine (9) pounds native grass, three (3) pounds sterile wheatgrass). Seed shall be applied from February 1 to April 1 or September 30 to November 1.
- (6) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall clean woody debris that enters the stream as a result of the logging operation from each road culvert inlet to one hundred (100) feet upstream. Woody debris that enters a stream as a result of this logging operation will be removed in the following manner and according to the following schedule:
 - (a) Flowing streams - limbs and branches having needles or leaves will be removed within forty-eight (48) hours of entering the stream. Other woody material shall be removed concurrently with yarding operations.
 - (b) Dry stream channels - woody debris, including limbs and branches, that enter a dry stream between June 15 and October 15, will be removed by October 15 or before completing logging operations on the unit, whichever is earlier. Dry stream channels will be treated as flowing streams after October 15.
 - (c) Minimum size for removal will be one (1) inch in diameter and one (1) foot long. Removal will be by hand or by cable systems. Debris will be placed above the high water mark, as determined by the Authorized Officer, in such a manner that the debris will not reenter the streams.

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- (7) E-1 In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall:
- (a) Use a minimum two hundred (200) flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which is attached hereto and made a part hereof.
 - (b) Use rippers as shown on Exhibit R to fulfill ripping requirements of this provision.
 - (c) Rip to a depth of eighteen (18) inches. Areas to be ripped will have two offset passes or as determined by the Authorized Officer.
 - (d) Rip during the period of June 1 to September 15, both dates inclusive.
 - (e) Rip all main tractor skid roads, natural surface landings, spur and swing roads constructed or used during the logging operation or as directed by the Authorized Officer.
- (8) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall not store, or cause to have stored, any fuel or other petroleum products inside any riparian reserve area. All petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Refueling of equipment shall be done outside of riparian reserve areas.
- (9) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall only be allowed to use logging, construction, rock crushing, and/or transportation equipment that is free of noxious weed seeds prior to entering federal lands in the contract area as shown on Exhibit A.

If equipment is not considered free of noxious weed seeds by the Government, it shall be cleaned prior to entering federal lands. Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds on to federal lands. Cleaning prior to entering federal lands may be accomplished by using a pressure hose.

Equipment shall be subject to visual inspection by the Government to certify that the equipment is free of noxious weed seeds. Only equipment inspected by the Government shall be allowed to operate on federal lands within the contract area. The Purchaser shall make equipment available for Government inspection at an agreed upon location off federal lands prior to any move-in of equipment.

EAST FORK ILLINOIS
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Requirements as outlined above may be waived by the Government if move-in is from one "weed free area" to another "weed free area", as determined by the Government, or as conditions warrant.

- (10) E-3 If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
- (11) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (b) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
 - (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;

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- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or,
- (h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United State, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*) Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

EAST FORK ILLINOIS SPECIAL PROVISIONS

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in

EAST FORK ILLINOIS
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which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(E) Miscellaneous

- (1) M-1 The Purchaser agrees that the United States, its power permittees, lessees, and licensees, shall not be responsible or held liable or incur any liability for the damage, destruction, or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by, or under the authority of, the United States.
- (1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by five hundred thirty-three and 25/100 dollars (\$533.25). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of five hundred thirty-three and 25/100 dollars (\$533.25) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

EAST FORK ILLINOIS
SPECIAL PROVISIONS

(F) Fire Prevention and Control

(1) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.

(b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

(1) F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only."

The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

(2) F-2b A round pointed size "0" or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation

(3) F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use.

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All tank trucks and portable tanks shall be filled with water and made available for immediate use.

- (4) F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Grants Pass, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- (5) F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- (6) F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- (7) F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- (8) F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

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(G) Slash Disposal and Site Preparation

- (1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:

- (a) SD-1a LOP AND SCATTER Lop and scatter all slash over the entire cutting area within riparian thin zones shown on Exhibit A concurrently with the normal felling operation. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points.
- (b) SD-1c HAND PILING Hand pile all slash in units designated by the Authorized Officer in accordance with the following specifications:

Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of Purchasers operations under the terms of this contract.

Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.

Pile all slash which is between one (1) and seven (7) inches in diameter on the large end and exceeds two (2) feet in length.

A six (6) foot by six (6) foot sheet of six (6) mil. black plastic or equivalent material shall be placed in each pile in a manner such that approximately one-third (1/3) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half (1/2) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than five (5) feet and no greater than eight (8) feet; width shall not exceed six (6) feet; piles

EAST FORK ILLINOIS
SPECIAL PROVISIONS

shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs, stumps, talus slopes, roadways, drainage ditches, within ten (10) feet of reserve trees, within twenty-five (25) feet of designated wildlife trees and within ten (10) feet of any other pile or boundry. No portion of the pile will be under the crown of any living conifer tree.

Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:

- (1) Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.
- (c) SD-1i LANDING PILES Pile all slash located within fifty (50) feet on each side of log landing. Slash shall be piled by hand or machine. Finished piles shall be tight and free of earth.
- (1) A ten (10) foot by ten (10) foot cover of six (6) mil. black plastic or equivalent material shall cap each tractor pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.
- (2) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchasers operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at the Purchasers own expense, the services of personnel and equipment on each unit as shown below.
- (a) Burn and mop-up piled units and landings in accordance with Section 41(G)(2)(a)(1) and 41(G)(2)(a)(2).
 - (1) For Igniting and Burning All Hand Piles in Units and All Landing Piles as described by the Authorized Officer
 - (a) One (1) person to supervise crew(s) and equipment operators, and to serve as Purchasers representative.

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- (b) One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
 - (c) All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (d) All ignition personnel will be directly supervised by a BLM representative.
- (2) For Mop-up of All Hand Piles in Units and All Landing Piles as described by the Authorized Officer
- (a) One (1) person to supervise crew(s) and equipment operators, and to serve as Purchasers representative.
 - (b) One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
 - (c) All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (d) All ignition personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for logging residue reduction or the suppression of escaped fires from logging residue reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

EAST FORK ILLINOIS SPECIAL PROVISIONS

All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the following personal safety equipment: long sleeve Aramid shirts, full length Aramid trousers, minimum eight (8) inch top leather boots, hardhat, and leather gloves. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit A as required in Section 41(G) for forty (40) work hours for each piled unit and piled landing as directed by the Authorized Officer within a three (3) day period for each piled unit and piled landing beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchasers personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:

(1) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or

(2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

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In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

- (3) SD-5 Perform logging residue reduction and site preparation work on approximately seventy-five (75) acres of harvest area located in the harvest units as shown on Exhibit A.
- (a) The required work shall consist of any treatment or combination of treatments listed in the table below as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Hand pile and Cover 0-40 piles/ac	\$382.46
Hand pile and Cover 41-60 piles/ac	\$508.12
Hand pile and Cover > 60 piles/ac	\$628.32
Hand Pile Burn 0-40 piles/ac	\$43.71
Hand Pile Burn 41-60 piles/ac	\$60.10
Hand Pile Burn > 60 piles/ac	\$71.03
Lop and Scatter	\$43.71

**EAST FORK ILLINOIS
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- (b) The following treatments were assumed for appraisal purposed on this contract:

Appraised Treatment	Acres	Cost/Acre	Total Cost per Treatment
Hand Pile and Cover 0-40 piles/ac	49	\$382.46	\$18,740.54
Hand Pile Burn 0-40 piles/ac	49	\$43.71	\$2,141.79
Lop and Scatter	4	\$43.71	\$174.84
Total Appraised Cost			\$21,057.17

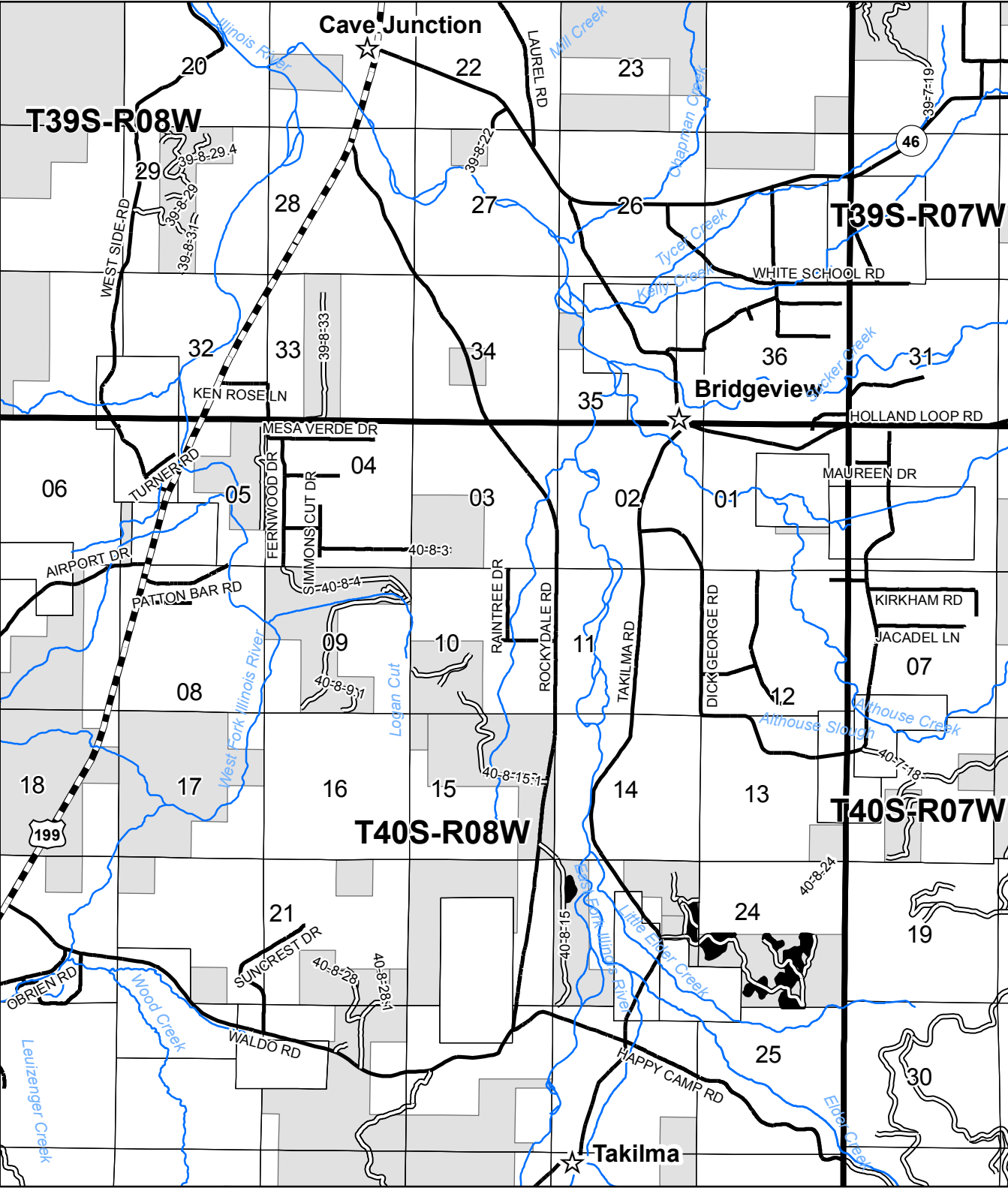
- (c) The Total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatment designated pursuant to section 41 (G)(3)(a) differs from \$21,057.17, as calculated by using the estimated acres determined by the Authorized Officer and the per acre cost listed in Section 41 (G)(3)(a).

(H) Equal Opportunity in Employment

Certification of Nonsegregated Facilities attached hereto and made a part hereof.

USDI BLM MEDFORD DISTRICT SALE
EAST FORK ILLINOIS TIMBER SALE
GRANTS PASS RESOURCE AREA

TIMBER SALE LOCATION MAP
T.40S, R.8W, SECTION 23
T.40S, R.8W, SECTION 24
CONTRACT NUMBER 10-08



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data

0 0.5 1 2 Miles

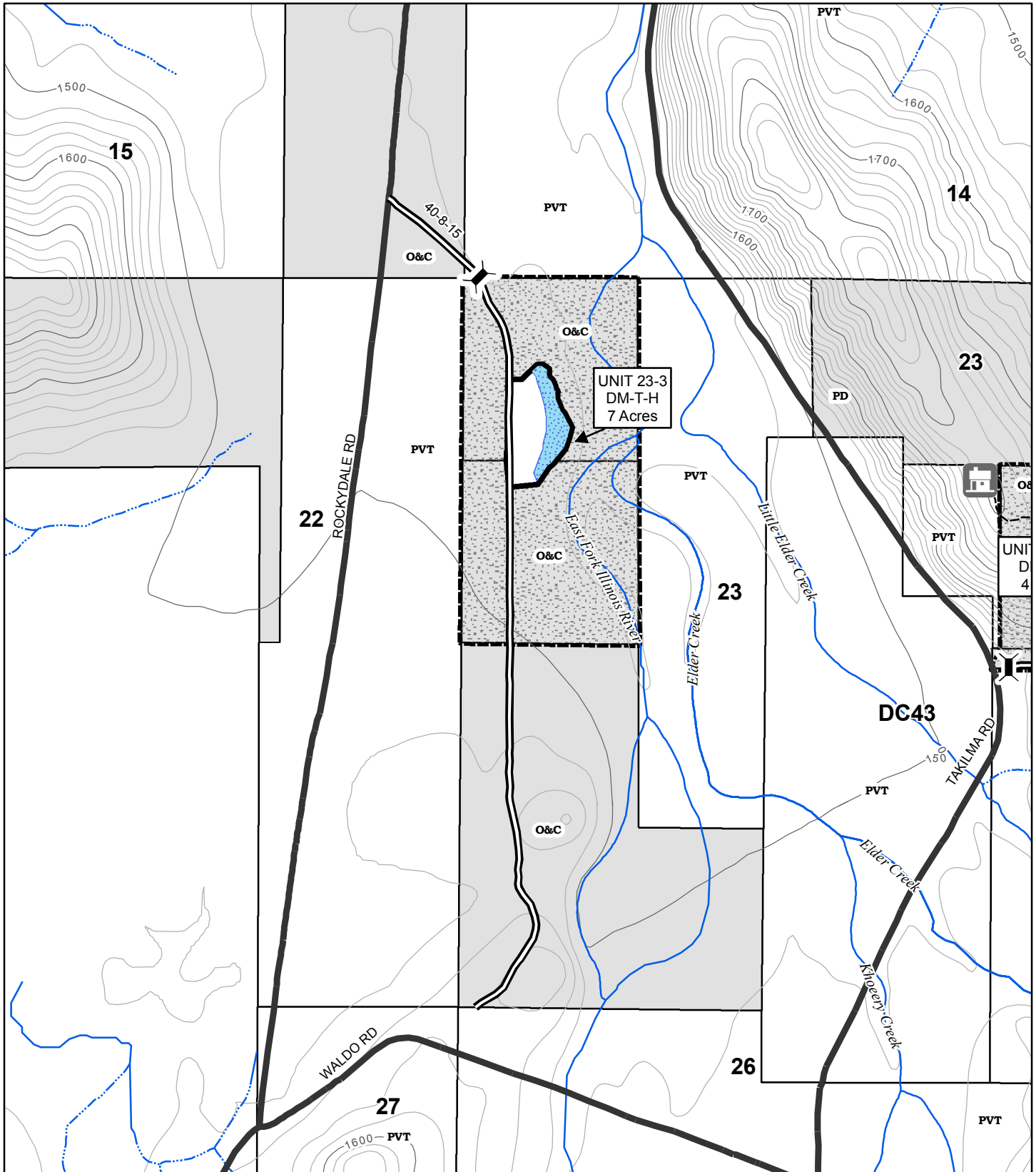


United States
Department of the Interior
Bureau of Land Management
Medford District
Grants Pass Resource Area
Grants Pass Interagency Office
2164 NE Spalding Avenue
Grants Pass, Oregon 97526



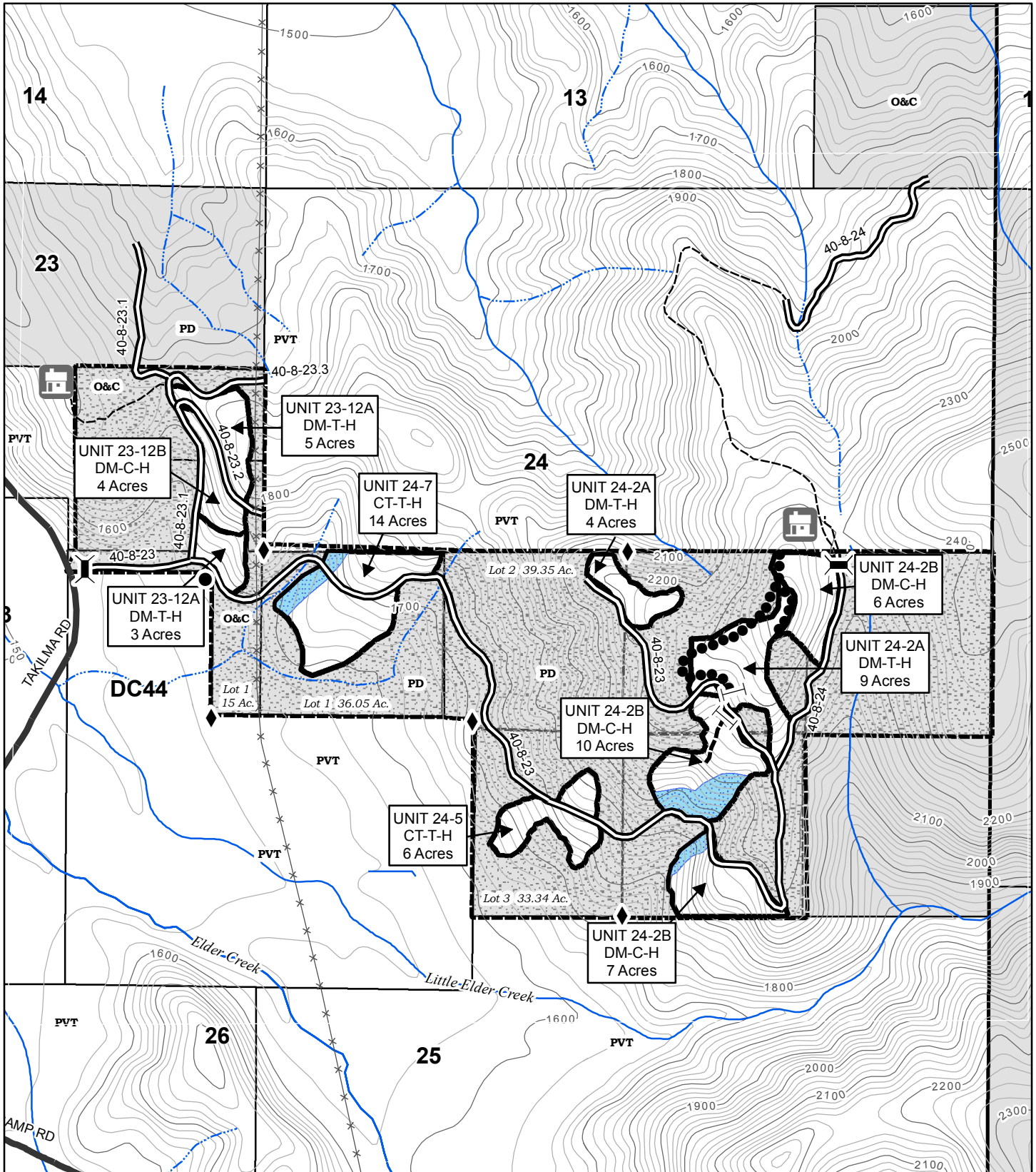
USDI BLM MEDFORD DISTRICT SALE
T.40S, R.8W, SECTION 23
EAST FORK ILLINOIS TIMBER SALE
GRANTS PASS RESOURCE AREA

TIMBER SALE CONTRACT MAP
CONTRACT NUMBER 10-08
EXHIBIT A
PAGE 1 of 3



USDI BLM MEDFORD DISTRICT SALE
T.40S, R.8W, SECTIONS 23 and 24
EAST FORK ILLINOIS TIMBER SALE
GRANTS PASS RESOURCE AREA

TIMBER SALE CONTRACT MAP
CONTRACT NUMBER 10-08
EXHIBIT A
PAGE 2 of 3



1 inch = 1,000 feet

0 500 1,000 2,000 Feet



7/8/2010

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data

Legend

CT-T-H	Commercial Thin- Tractor Yard Harvest Trees are Blue Marked Units: 24-5 & 24-7	Acres: 20
DM-T-H	Density Management- Tractor Yard Harvest Trees are Blue Marked Units:23-3, 23-12A, & 24-2A	28
DM-C-H	Density Management-Cable Yard Harvest Trees are Blue Marked Units:23-12B & 24-2B	27

Total 75

Total Reserve Area..... 288.74

Total Contract Area..... 363.74

== Road

— County Road

----- Private Road

----- Swing Road to Construct

●●●●● Operator Spur to Construct

— Power Lines



Reserve Area



Boundary of Contract Area



Riparian Thin Zone



Boundary of Cutting Unit



Perennial Stream



Intermittent Stream

O&C BLM lands: Oregon & California
PD revested land, or Public Domain

PVT Private Land

Earth/Log Barricade
to Construct



Existing Gate



Private Residence

— Contours 100'

— Contours 20'



Brass Cap



Iron Pipe

<u>Unit</u>		<u>Logging</u>
<u>Number</u>	<u>Acres</u>	<u>System</u>
23-3	7	DM-T-H
23-12A	8	DM-T-H
23-12B	4	DM-C-H
24-2A	13	DM-T-H
24-2B	23	DM-C-H
24-5	6	CT-T-H
24-7	14	CT-T-H
Total	75	

Approximate Yarding System Breakdown

<u>System</u>	<u>Acres</u>
Tractor	48
Cable	27

Unit boundaries are flagged in orange ribbon, and posted with signs.

Unit acreages were determined by the Global Positioning System (GPS).

7/8/2010



United States of America
Department of the Interior
Bureau Of Land Management
Timber Sale Appraisal

District : Medford	Contract # : TS 10-08
Sale Name : East Fork Illinois	Job File # : M11250
Sale Date : 08/26/2010	Master Unit : Josephine
Appraisal Method : 16' MBF	Planning Unit : Grants Pass

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Stump to Truck Costs	9
Other Allowances Costs	10
Consolidated Comments	11

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary**

Medford
East Fork Illinois
TS 10-08

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	40S	8W	23	Lot 1, SE1/4NE1/4, W1/2NW1/4
PD	40S	8W	24	Lots 1, 2 and 3, N1/2SE1/4, SW1/4SE1/4

Cutting Volume (16' MBF)

Unit	DF	PP	SP	IC					Total	Regen	Partial	ROW
23-3	46	5							51		7	
23-12A	55		3						58		8	
23-12B	33		2						35		4	
24-2A	115	4	1						120		13	
24-2B	278	9	1						288		23	
24-5	48	5		1					54		6	
24-7	104		1						105		14	
Totals	679	23	8	1					711	0	75	0

Logging Costs per 16' MBF

Stump to Truck	\$	178.44
Transportation	\$	79.12
Road Construction	\$	0.00
Road Amortization	\$	0.00
Road Maintenance	\$	11.99

Other Allowances :

Fuels Treatment	\$29.62
Misc	\$0.15
Other Costs	\$11.24
Total Other Allowances :	\$ 41.01

Total Logging Costs per 16' MBF

\$ 310.55

Utilization Centers

Center #1 : White City, OR 65 Miles
Center #2 0 Miles
Weighted distance to Utilization Centers 65

Length of Contract

Cutting and Removal Time 36 Months
Personal Property Removal Time 1 Months

Profit & Risk

Total Profit & Risk 7 %
Basic Profit & Risk 7 % + Additional Risk 0 %
Back Off 10 %

Tract Features

Avg Log Douglas-fir : 53 bf All : 53 bf
Recovery Douglas-fir : 86 % All : 86 %
Salvage Douglas-fir : 0 % All : 0 %
Avg Volume (16' MBF per Acre) 9
Avg Yarding Slope 40 %
Avg Yarding Distance (feet) 250
Avg Age 110
Volume Cable 45 %
Volume Ground 55 %
Volume Aerial 0 %
Road Construction Stations 0.00
Road Improvement Stations 0.00
Road Renovation Stations 0.00
Road Decommission Stations 0.00

Cruise

Cruised By Blixt
Date 03/01/2010
Type of Cruise 3P
County, State Josephine, OR

Net Volume

Green (16' MBF) 711
Salvage (16' MBF) 0.00
Douglas-fir Peeler 0.00
Export Volume 0
Scaling Allowance (\$0.75 per 16' MBF) \$533.25

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Stumpage Summary

Medford
East Fork Illinois
TS 10-08

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	3,742	679	416.79	29.18	310.55		7.71	69.40	47,122.60
PP	80	23	251.96	17.64	310.55		-7.62	25.20	579.60
SP	68	8	264.21	18.49	310.55		-6.48	26.40	211.20
IC	17	1	580.00	40.60	310.55		22.89	206.00	206.00
Totals	3,907	711							\$ 48,119.40

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Ponderosa Pine					100.0	
Douglas-fir			2.0	32.0	60.0	6.0
Sugar Pine					39.0	61.0
Incense-cedar					23.0	77.0

Marginal Log Volume

Species	Grade #7	Grade #8
Ponderosa Pine		
Douglas-fir		
Sugar Pine		
Incense-cedar		

Appraised By : Franks, Annie

Date : 06/14/2010

Area Approval By : Blixt, John

Date : 06/14/2010

District Approval By :

Date :

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
East Fork Illinois
TS 10-08

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	3,742	679	575	1,238
Ponderosa Pine	80	23	19	38
Sugar Pine	68	8	7	15
Incense-cedar	17	1	1	3
Total	3,907	711	602	1,294

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
822	3,907	210	14.9	761	14,330	53

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
14,330	1,793	16,123	4	711	822	86 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
785	3,742	209	15.0	727	13,783	53

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
13,783	1,703	15,486	4	679	785	86 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
23-3		7		7
23-12A		8		8
23-12B		4		4
24-2A		13		13
24-2B		23		23
24-5		6		6
24-7		14		14
Totals :		75		75

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
East Fork Illinois
TS 10-08

Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	679		
Ponderosa Pine	23		
Sugar Pine	8		
Incense-cedar	1		
Sale Totals	711		

Unit Details (16' MB)

Unit 23-12A 8 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	55		
Sugar Pine	3		
Unit Totals	58		

Unit 23-12B 4 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	33		
Sugar Pine	2		
Unit Totals	35		

Unit 23-3 7 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	46		
Ponderosa Pine	5		
Unit Totals	51		

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
East Fork Illinois
TS 10-08

Unit 24-2A 13 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	115		
Ponderosa Pine	4		
Sugar Pine	1		
Unit Totals	120		

Unit 24-2B 23 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	278		
Ponderosa Pine	9		
Sugar Pine	1		
Unit Totals	288		

Unit 24-5 6 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	48		
Incense-cedar	1		
Ponderosa Pine	5		
Unit Totals	54		

Unit 24-7 14 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	104		
Sugar Pine	1		
Unit Totals	105		

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Volume Summary**

Medford
East Fork Illinois
TS 10-08

Sale Volume Totals

75 Acres

0 Regen

75 Partial

0 R/W

7 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	3,742	13,783	1,703	679	727	785	575	616	667	1,238	1,326	1,437
Ponderosa Pine	80	278	57	23	24	26	19	20	22	38	41	44
Sugar Pine	68	237	26	8	9	10	7	8	8	15	17	18
Incense-cedar	17	32	7	1	1	1	1	1	1	3	3	3
Totals	3,907	14,330	1,793	711	761	822	602	645	698	1,294	1,387	1,502

Unit Totals

Unit : 23-3

7 Acres

0 Regen

7 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	100	543	63	52	49	46
Ponderosa Pine	10	59	12	6	5	5
Unit Totals	110	602	75	58	54	51

Unit : 23-12A

8 Acres

0 Regen

8 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	393	1,301	156	64	59	55
Sugar Pine	36	125	14	5	4	3
Unit Totals	429	1,426	170	69	63	58

Unit : 23-12B

4 Acres

0 Regen

4 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	166	650	81	39	36	33
Sugar Pine	11	43	5	2	2	2
Unit Totals	177	693	86	41	38	35

Unit : 24-2A

13 Acres

0 Regen

13 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	652	2,396	298	133	123	115
Ponderosa Pine	14	54	11	5	5	4
Sugar Pine	6	21	2	1	1	1

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
East Fork Illinois
TS 10-08

Unit Totals	672	2,471	311	139	129	120
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Unit : 24-2B 23 Acres 0 Regen 23 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,478	5,556	694	322	298	278
Ponderosa Pine	36	108	22	10	9	9
Sugar Pine	4	20	2	1	1	1
Unit Totals	1,518	5,684	718	333	308	288

Unit : 24-5 6 Acres 0 Regen 6 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	290	1,030	126	55	51	48
Ponderosa Pine	20	57	12	5	5	5
Incense-cedar	17	32	7	1	1	1
Unit Totals	327	1,119	145	61	57	54

Unit : 24-7 14 Acres 0 Regen 14 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	663	2,307	285	120	111	104
Sugar Pine	11	28	3	1	1	1
Unit Totals	674	2,335	288	121	112	105

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Stump to Truck Costs**

Medford
East Fork Illinois
TS 10-08

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$126,873.91	711	\$178.44

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40	GM MBF	346	\$240.87	\$83,341.02
Track Skidder	GM MBF	415	\$99.48	\$41,284.20
Subtotal				\$124,625.22

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Directional Falling	MBF	71	\$1.39	\$98.69
Tractor Swing	hour	18	\$75.00	\$1,350.00
Subtotal				\$1,448.69

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Dozer	1	\$400.00	\$400.00
Yarder / Loader	1	\$400.00	\$400.00
Subtotal			\$800.00

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
East Fork Illinois
TS 10-08

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$29,155.67	711	\$41.01	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 3	18,740.54	26.36	N	0.00
Hand Pile Brn-Level 3	2,141.79	3.01	N	0.00
Lop and Scatter-Lvl 4	174.84	0.25	N	0.00
Subtotal	21,057.17	29.62		0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Block main tractor skids	108.00	0.15	N	0.00
Subtotal	108.00	0.15		0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Waterbar Skids	750.00	1.05	N	0.00
Waterbar Skids	324.00	0.46	N	0.00
Skid Location	288.00	0.41	N	0.00
Skid Construction	750.00	1.05	N	0.00
Landing Clean up	675.00	0.95	N	0.00
Ripping	2,250.00	3.16	N	0.00
Hand Seeding @ 17 lb seed per hour	373.50	0.53	N	0.00
Mulching (2 hours/5 bales)	780.00	1.10	N	0.00
Temporary Spur Construction	1,800.00	2.53	N	0.00
Subtotal	7,990.50	11.24		0.00

* Cost / Net Volume has been rounded to the nearest \$0.01 Subtotals may not tie to Sale Total Cost / Net Volume.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Consolidated Comments**

Medford
East Fork Illinois
TS 10-08

General

Yarding & Loading

Tractor Swing- Unit 24-2B, estimating 2 days (18 hours) for 37MBF

Road Costs

(see Engineering Appraisal for details).

Transportation

(see Transportation appendix for details).

Other Allowances

FUELS TREATMENT:

Hand Pile and Cover: 49 acres @ \$382.46/acre = \$18,740.54

Hand Pile Burn: 49 acres @ \$43.71/acre = \$2,141.79

Lop and Scatter: 4 acres @\$43.71/acre = \$174.84

Temporary Spur Construction cost includes swing road (unit24-2B) .

OTHER COSTS:

Waterbar tractor skid roads: estimate 10hrs @ \$75.00/hr = \$750

Waterbar cable corridors: estimate 18hrs @ \$18.00/hr = \$324

Prospectus

Back off applied. Market prices are falling and have not been reflected yet in our publications. -PJM

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C)(4) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403, 3403a and 3404.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism, shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3103 - The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or

mulched to control soil erosion.

- 3104b - The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of work, based on current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, no less than once per year when actual work is ongoing.

- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement.

Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based upon current BLM Timber Sale Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, no less than once per year when actual work is ongoing.

- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be performed at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel and/or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

- 3201 - The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.
- 3202 - The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200, on all roads maintained by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.
- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road(s) located in an area separate from the area where logging activities will resume.
- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in

accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions (Sections 3000, 3100, 3200, and 3300 of the maintenance specifications) have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

- 3302 - The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsections 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.
- 3402 - The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice and snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the Authorization.

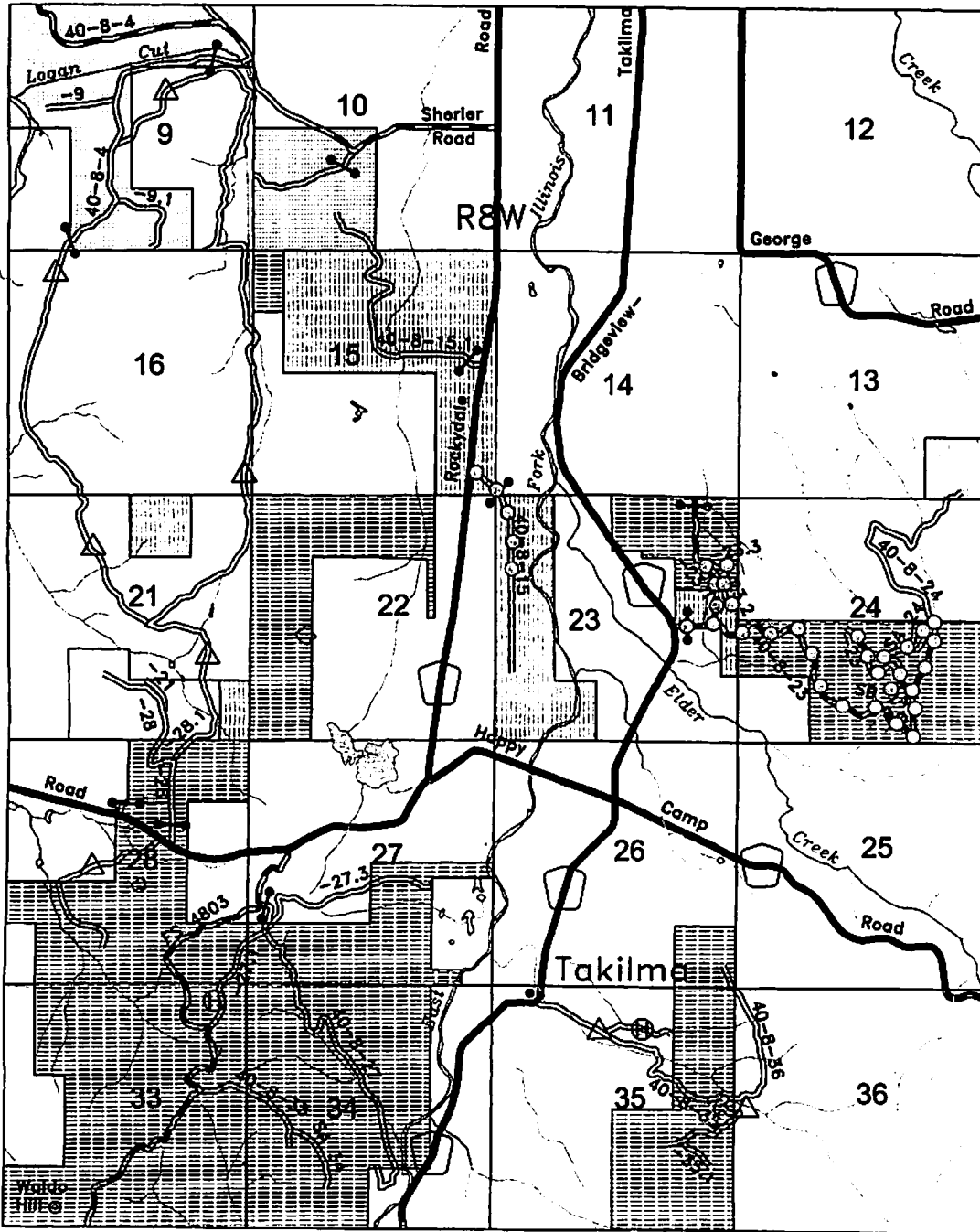
- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd² of road surface traveled. Subsequent applications

shall be made for each 40 MBF of timber or 120 yds² of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

All haul roads shall be watered for entire length and/or as approved by the Authorized Officer.

- 3403a - During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds to 10 MPH and/or restrict the number of loads hauled to 4 per day in lieu of watering.
- 3404 - The Purchaser may at his option and expense, substitute lignin sulfonate, magnesium chloride, or bituminous dust palliatives for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is received from the Authorized Officer. Such authorization shall include approval of product specifications for the application of the product to be used. Multiple applications may be required to maintain the conditions specified in Subsection 3403.

T40S



LEGEND

- Purchaser Maintenance
- Existing Gate
- Rock Surface Road
- Natural Surface Road
- Paved Road
- Watershed Boundary
- BLM Lands

0 0.25 0.5
SCALE IN MILES



Township 40 South, Range 8 West
Township 41 South, Range 8 West

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT MEDFORD, OREGON	
EXHIBIT D	
DESIGNED	BLM
REVIEWED	<i>Cathy Wadsworth</i>
APPROVED	<i>James R. Rogers</i>
DRAWN	JWR
DATE	July 2005
DRAWING NO.	D-1
SCALE	AS SHOWN
SHEET	1 OF 1

Tract No :
Sale Name: East Frk

Prep. By : cwedekind
Sale Date:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of Costs

1. Road Use - Amortization: (1) \$0.00/711 MBF = \$0.00/MBF 1/
(RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$$\frac{\$0.00}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$0.00}{(4.1)} + \frac{\$0.00}{(5.1)} = \frac{\$0.00}{(\text{RC-2c})}$$

3. Rockwear Obligation:

$$\frac{\$0.00}{(4.2)} + \frac{\$0.00}{(5.2)} + \frac{\$1111.11}{(7.1)} + \frac{\$0.00}{(7.2)} = \frac{\$1111.11}{(\text{RC-2a})}$$

4. Other Maintenance Payments:

Total (6) = \$0.00 (RC-3a)

5. Purchaser Maintenance Allowances:

(7.3A)	Move In	\$1038.40
(7.3B)	Culverts, Catch Basins, Downspouts	\$877.35
(7.3C)	Grading, Ditching	\$1723.50
(7.3D)	Slide Removal and Slump Repair	\$479.60
(7.3E)	Dust Palliative (Water)	\$3293.20
(7.3F)	Surface Repair (Aggregate)	\$0.00
(7.3G)	Dust Palliative (Bituminous, Lignin, MgCl)	\$0.00
(7.3H)	Other	\$0.00

Total (7.3) = \$7412.05 (RC-2a &

Ex D)

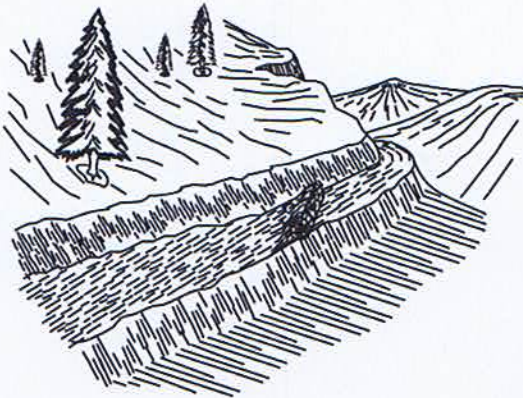
$$(2+3+4+5) \quad \text{Total} \quad = \quad \$8,523.16 / 711 \text{ MBF} \quad = \quad \underline{\$11.99 / \text{MBF}} \quad 1 /$$

Costs are estimates only and do not include Profit and Risk.
1/ Enter on Timber Sale Summary Form OSO 5420-1.

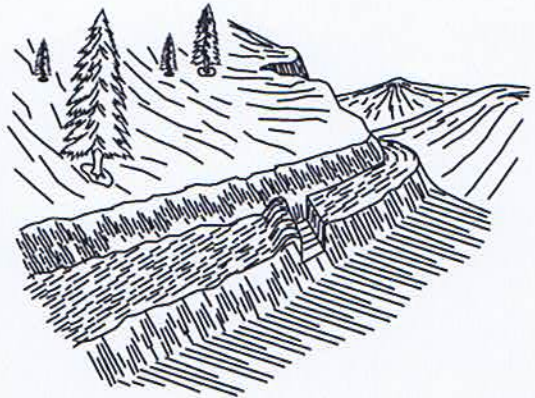
OR110 -

9113-1

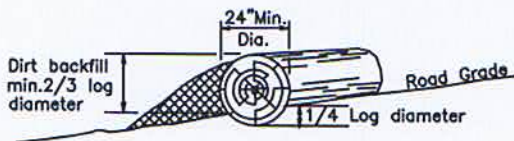
File T:\GrantsPass\ Engineering\Timber Sales\East Fork\East Fork.mdc



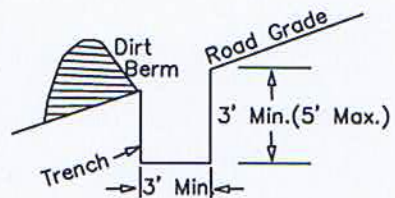
LOG BARRICADE



TRENCH BARRICADE (Optional)



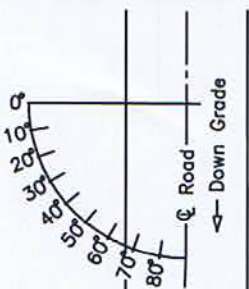
1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES.
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".

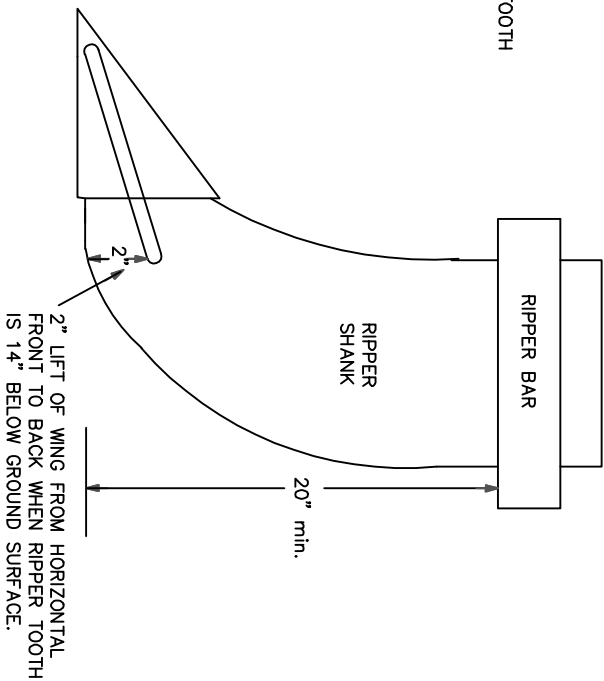
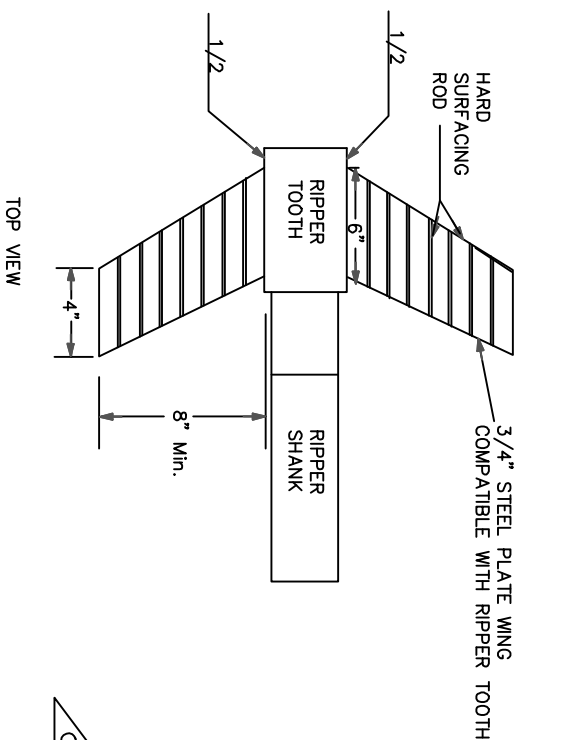


1. BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
3. THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.

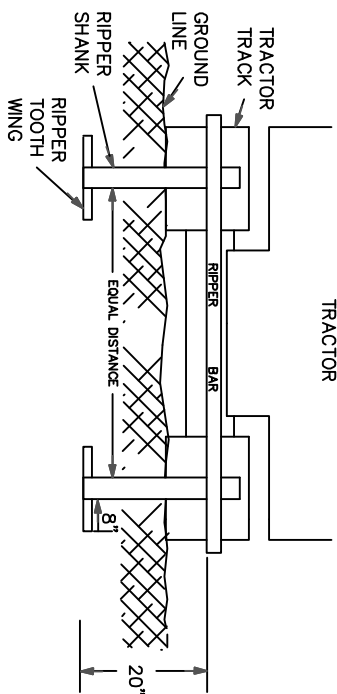
Note: Trench barricade may be installed if log minimum dimensions are not readily available.

SKEW DIAGRAM





TYPICAL RIPPER POSITION



SIDE VIEW

- NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION
1. USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
 2. WELD THAT ATTACHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
 3. RIPPER SHANKS AND RIPPER TEETH MAY BE NEW OR USED.
 4. WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

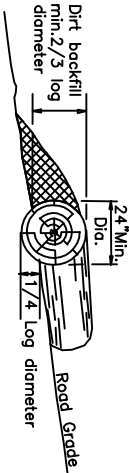
WING RIPPER DETAIL

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ASHLAND RESOURCE AREA MEDFORD DISTRICT

DESIGNED	
REVIEWED	
APPROVED	
DRAWN: JWR	
DATE: October 2009	SHEET 1 OF 1
DRAWING NO.	



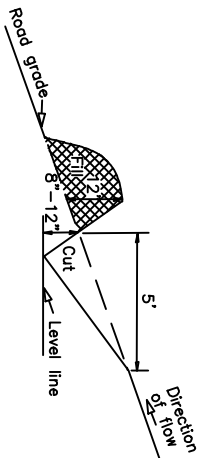
LOG BARRICADE



1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".

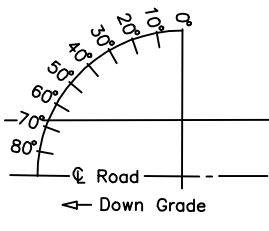


WATER BAR



1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES
4. UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
5. PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

SKEW DIAGRAM



WATER BAR SPACING *

ROAD GRADE	LOAM OR CLAY LOAM	DECOMPOSED LOAM	GRANITE
%	FEET	FEET	FEET
4-6	400	300	
7-9	300**	200**	
10-14	200	150	
15-20	150	90	
21-40	90	50	
41-60	50	25	

* DISTANCES ARE MAXIMUM.
** ON GRADES IN EXCESS OF 10% CONSTRUCT WATER BARS.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT - MEDFORD, OREGON

**DRAINAGE & EROSION
CONTROL INSTALLATION**

DESIGNED _____
REVIEWED _____
APPROVED _____
DRAWN DCM SCALE NONE
DATE October 2009 SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-8

Form 1140-4
(June 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** – All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

and removed prior to expiration of time for cutting and removal as specified in contract.*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. **PERFORMANCE BOND** -

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** – If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** – For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** – Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

*Applies to Timber Only

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western

red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPOSIT AND BID FOR ☒ **TIMBER***
☐ **VEGETATIVE RESOURCE**
(Other Than Timber)

LUMP SUM SALE

Name of Bidder
Tract Number OR110-TS10-08
Sale Name East Fork Illinois
Sale Notice (dated) July 28, 2010
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
---------------------------------------------------------	-----------------------------------------------------------------------

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$4900.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury
☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE – LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	679	X	=	X	=
Ponderosa Pine	MBF	23	X	=	X	=
Sugar Pine	MBF	8	X	=	X	=
Incense-cedar	MBF	1	X	=	X	=
			X	=	X	=
Total		711	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/>	Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/>	Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>	Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer		I HEREBY confirm the above oral bid By <i>(signature)</i>
Title		Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.		Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

the Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.