

PROSPECTUS

****SSTS SCALED-SALE****

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05-TS15-02
October 23, 2015

#1. BURNT STEW SALVAGE, (5900) JACKSON County, O&C BID DEPOSIT REQUIRED: \$2,100.00

All timber designated for cutting in S1/2SW1/4 Section 25, T.34 S., R. 3 E., 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 |
|--------------------------------------|----------------------------------|-----------------------|----------------|----------------------------------|----------------------------|--|
| 441 | 62 | 142 | White Fir | 78 | 133.80 | \$10,436.40 |
| 371 | 42 | 102 | Douglas Fir | 55 | 168.60 | \$9,273.00 |
| 24 | 2 | 4 | Ponderosa Pine | 2 | 15.00 | \$30.00 |
| 2 | 1 | 2 | Sugar Pine | 1 | 15.00 | \$15.00 |
| 41 | 2 | 5 | Incense Cedar | 2 | 222.70 | \$445.40 |
| 879 | 109 | 255 | Totals | 138 | | \$20,199.80 |

*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.

**This is a special salvage timber sale set aside for preferential bidding by small business concerns having 25 or fewer employees, as defined by the Small Business Administration.

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Inter-agency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, October 23, 2014.

CRUISE INFORMATION - The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately Zero (0) trees which are considered to be nonmerchantable are designated for cutting. All of the sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 14.2 inches DBHOB; the average gross merchantable log contains 56 bd. ft.; the total gross volume is approximately 155 M bd. ft; and 89% recovery is expected. Average WF is 14.5 inches DBHOB; average gross merchantable log WF contains 58 bd. ft.

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

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 – One (1) unit containing twenty three (23) acres must be clear cut.

CUTTING TIME - Contract duration will be twelve (12) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via public roads and through the contract area using BLM Roads and Right-of-way and Road Use Agreement M-2000F with Plum Creek Timberlands LP and agreement #839 with the Forest Service. Among other conditions, this agreement requires completion of a license agreement between the Purchaser and Plum Creek Timberlands LP and a payment of a surface replacement fee of zero and 49/100 dollars (\$0.49) per thousand board feet per mile for the use of road numbers 35-3E-10.00 A. Also, among other conditions, this agreement requires completion of a license agreement between the Purchaser and the Forest Service and a payment of a road maintenance obligation of four hundred fifty eight and 80/100 dollars (\$458.80) and a surface replacement fee of one and 24/100 dollars (\$1.24) per thousand board feet for the use of FS Road 32.

ROAD MAINTENANCE – The Purchaser will not be required to maintain any existing roads, with the exception of any roads that are damaged by the Purchaser.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-4, 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 twenty five (25) percent by weight as determined by a Speedy Moisture Meter.

EQUIPMENT REQUIREMENTS – A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet.

SLASH DISPOSAL - Slash disposal will consist of whole tree yarding, landing piles, moving piles to center of landing and covering landing piles with 4 mil black plastic as soon as logging is complete.

CONTRACT TERMINATION - A 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 comply with the Endangered Species Act, or comply with a court order. 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. Whole tree yarding.
3. Tractor operations will be restricted to soil moisture less than 25% and periods of no rain.

4. Landing piles will be moved to the center of the landing (away from green trees) if necessary.
5. Skid trails and landings will be ripped, seeded and mulched.
6. Landings will be barricaded.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From the town of Butte Falls Oregon, proceed east on the Butte Falls-Fish Lake Highway for Approximately 0.5 miles to the Butte Falls-Prospect Highway. Turn left and follow for approximately 1.7 miles to junction with County Road 998 Rancheria Road. Turn right and follow for approximately 4.0 miles. Veer left on Forest Service Road 32 and follow 0.4 miles to junction with BLM Road 35-3E-10.0 road. Turn left and follow for 0.9 miles to junction with BLM Road 35-3E-3.0. Turn right and follow to access unit in section 25.

ENVIRONMENTAL ASSESSMENT - A Categorical Exclusion (DOI-BLM-OR-M050-2014-013-CX) 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.

BURNT STEW SALVAGE

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 INTERAGENCY OFFICE.

Sec. 41. 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 Government.

- (A) AR-1 All timber on the Reserve Area(s) as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-1 Approximately ninety six (96) trees marked with orange paint above and below stump height and/or an orange W in the harvest unit as shown on Exhibit A.

BURNT STEW SALVAGE

SPECIAL PROVISIONS

Section 42

(A) Log Exports

- (1) LE-1 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 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 (8¾) 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 (8¾) 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.

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 Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification 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 a 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 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 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.

In the event of the Purchaser's 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 they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) L-3 All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
- (3) L-4 All conifer trees eight (8) inches or larger D.B.H.O.B. and not reserved shall be felled in the harvest unit as shown on Exhibit A.
- (4) L-6 In the harvest area as shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded and/or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be completely limbed and/or bucked into log lengths not to exceed forty one feet in length prior to being yarded.
- (5) 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 |
|--|---|
| <u>Harvest Area</u> <u>Tractor Unit</u> | <p>Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes.</p> <p>Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.</p> <p>Use existing skid trails whenever practical. If new skid trails are needed, they will be designated at 150-foot spacing and approve by the Authorized Officer prior to implementation.</p> <p>Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least seventy five (75) feet.</p> <p>Directional falling to lead and away from streams and/or</p> |

| | |
|--|---|
| | <p>reserve areas.</p> <p>The use of blades while tractor logging would not occur.</p> <p>Landing size shall not exceed one-half (1/2) acre.</p> |
|--|---|

- (6) L-9 No yarding or loading is permitted in or through the riparian reserve as shown on Exhibit A.
- (7) L-11 No landing shall be located within one hundred ninety feet of the buffered stream as shown on Exhibit A.
- (8) L-12 Two landings shall be placed at the approximate locations as shown on Exhibit A.
- (9) L-18 No tractor yarding and soil ripping operations shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive, or when soil moisture exceeds 25 percent.
- (10) L-18 No haul on natural surface and rocked roads 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 the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated or cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (11) L-20 During logging operations, the Purchaser shall keep the 35-3E-3 road, 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 thirty (30) minutes.
- (12) L-24 Prior to the commencement of operations, the Purchaser shall obtain from the Contracting 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 ensure protection of the environment and watershed. A prework conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Contracting Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.

- (13) L-25 Before cutting and removing any trees necessary to facilitate logging in the Unit 25-1 shown on Exhibit A, the Purchaser shall identify the location of the skid roads 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 the following conditions must be met:
- (a) All skid 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 safe and expeditious 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 skid road shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and clear danger trees when the trees have been marked with pink 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 to be sold 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 Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 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 Sec. 9 of the contract; or, the Authorized Officer determines that the trees otherwise reserved in Section 41 of the contract..
 - (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 Sec. 8 or Sec. 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.

(C) Road Construction - Maintenance – Use

- (1) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit D-2 which are under the jurisdiction of the Bureau of Land Management and Plum Creek Timberlands, LP, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance obligations described in Section 42(C)(2). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

| Road No. and Segment | Length Miles Used | Road Control | Road Surface Type |
|----------------------|-------------------|--------------|-------------------|
| 35-3E-3.00 A-B2 | 2.50 | BLM | ASC |
| 35-3E-10.00 A | 0.94 | Plum Creek | ASC |
| | | | |

- (2) RC-2e Provided, that the Purchaser shall pay **a road maintenance fee of one and 46 dollars (\$1.46) per thousand board feet log scale per mile** for the use of said roads. The total maintenance fee due shall be based upon volumes determined pursuant to Section (2 and 3) of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance payment due, such excess shall be returned to the Purchaser within sixty (60) days after such determination is made.

- (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-3 In the use of road No. 35-3E-10.00 Segment A, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-2000F between the United States of America and Plum Creek Timberlands, LP. These conditions include: Payment to Plum Creek Timberlands, LP, **a rockwear obligation of zero and 49/100 (\$0.49) per thousand board feet per mile** payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford Interagency Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (5) RC-3a In the use of road No. FS Road 32, the Purchaser shall comply with the conditions of the Bureau of Land Management and Forest Service Interagency Right-of-Way and Road Use Agreement dated May 20, 1980, Exhibit A, Agreement No. 839. The conditions include: Payment to the Forest Service, **a road maintenance obligation of four hundred fifty eight and 80/100 dollars (\$458.80) and a rockwear obligation of one and 24/100 dollars (\$1.24) per Mbf**, payable at the time indicated in the license agreement as well as the conditions set forth in the license agreement.
- (6) 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 Government's share of the capital investment of any such road.
- (7) RC-4 No logging or hauling operations on the contract area shall be undertaken until the Purchaser has secured from the appropriate official of the Forest Service, permission for the use of the existing road No. FS Road 32 as shown on Exhibit D-2. Prior to use of said road the Purchaser shall furnish the Authorized Officer a copy of the permission document.
- (8) 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. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (2) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (3) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products inside any riparian management or wet areas. 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. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams.

- (4) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate all temporary routes, skid trails, and all landings outside of the road prism by:
- (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), and no further than thirty six (36) inches apart.
 - (d) Ripping would be restricted to the dry season (typically May 15 to October 15), both dates inclusive. Ripping will not occur unless soil moisture content is twenty five (25%) percent or less (at a six (6) inch depth) as determined by the Speedy Moisture Meter.
- (5) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
- (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, skid trails, cable yarding corridors, and other areas of exposed soils by properly installing and/or using water bars, berms,

sediment basins, silt fencing, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff as directed by the Authorized Officer.

- (7) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
- (8) 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 (district name) 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;
 - (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.a 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 States, 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.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3. g. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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 occupied marbled murrelet sites in accordance with the ROD and RMP, 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, marbled murrelet occupied site protection in accordance with the ROD and RMP, 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 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.

- (9) E-5 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that a spotted owl has been located in the sale area. Discontinued operations may be resumed upon receipt of written instructions and authorizations by the Authorized Officer.

(E) Fire Prevention and Control

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

1. 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.
2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

- a. 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 ($\frac{3}{4}$) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

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

- d. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

(F) Slash Disposal and Site Preparation

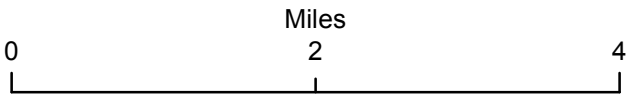
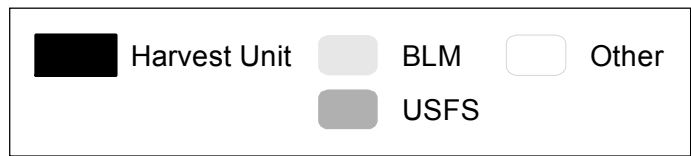
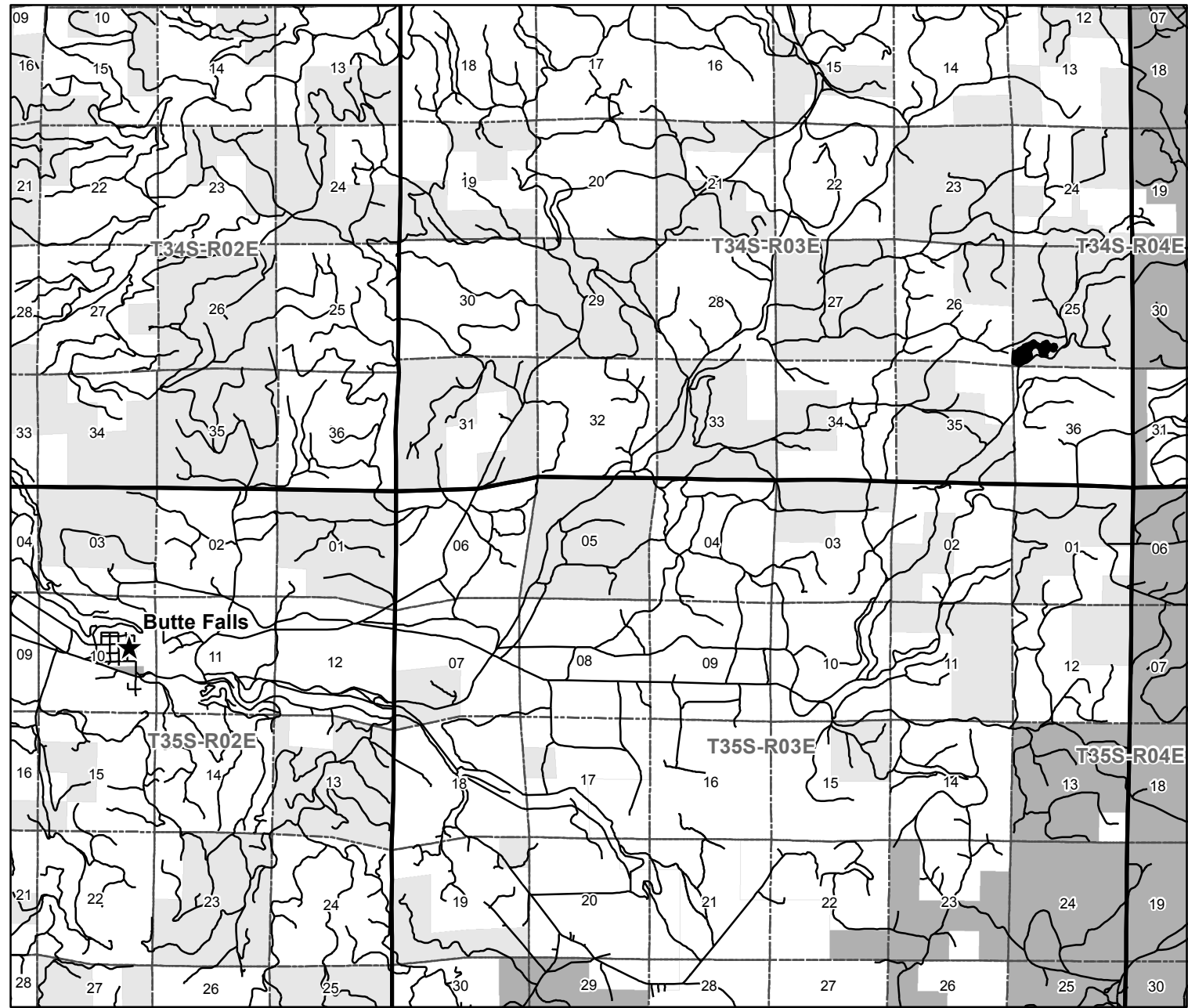
- (1) SD-4 Logging Residue Reduction. In addition to the requirements of Secs. 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the

additional fire hazard created by this operation and the State's willingness to release Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract:

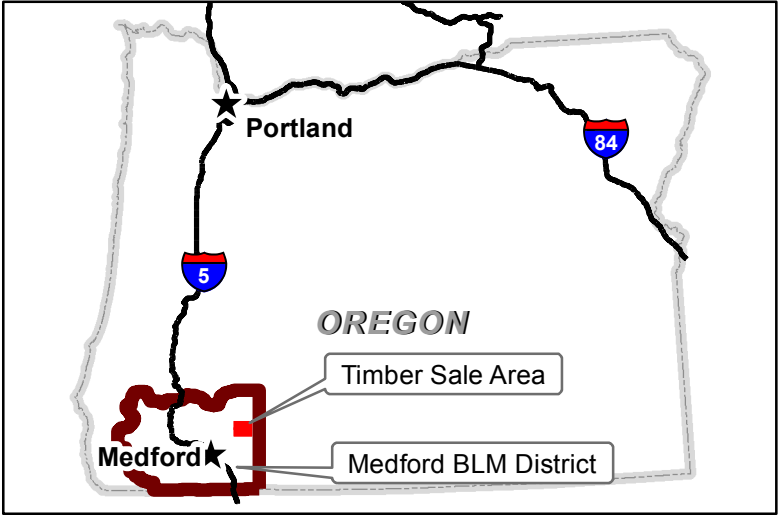
- (a) Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.
- (b) SD-1i LANDING PILES Pile all slash located within fifty (50) feet on each side of each landing. Slash shall be piled by grapple loader. Finished piles shall be tight and free of earth.
 - 1. A ten (10) foot by ten (10) foot cover of four (4) mil black plastic 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. Landing slash will be moved to the center of the landing as soon as logging operations are complete. Landings shall be piled and covered during the same season that they are logged.

U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM05-TS15-02
BURNT STEW SALVAGE TIMBER SALE
BUTTE FALLS RESOURCE AREA
JACKSON COUNTY

TIMBER SALE LOCATION MAP
CONTRACT NO. ORM05-TS15-02

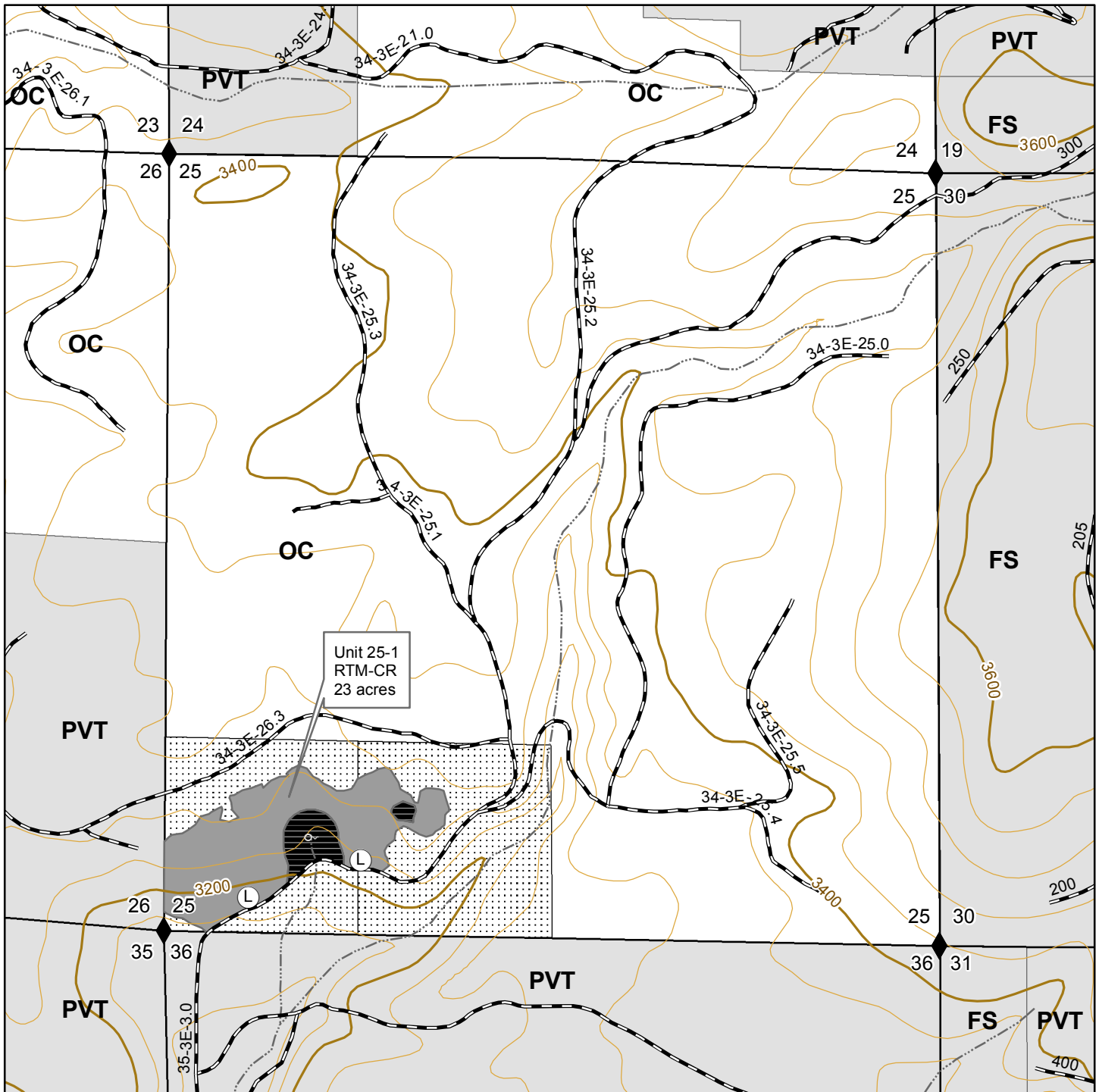


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.



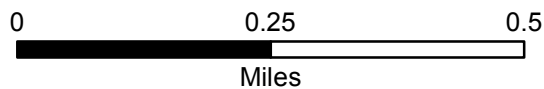
U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 15-02
T. 34S. R. 3E., SEC 25, WILL. MER.
BURNT STEW SALVAGE TIMBER SALE

TIMBER SALE CONTRACT MAP
CONTRACT NO. ORM05 -TS15-02
EXHIBIT A
PAGE 1 OF 2



Medford District BLM
September 2014

1 inch = 1,000 feet
Contours = 40 feet













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. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 15-02
T. 34S. R. 3E., SEC 25, WILL. MER.
BURNT STEW SALVAGE TIMBER SALE

TIMBER SALE CONTRACT MAP
CONTRACT NO. ORM05 -TS15-02
EXHIBIT A
PAGE 2 OF 2

Legend

- | | | | |
|---|--------------|---|--------------------------|
|  | Log Landing |  | Boundary of Cutting Area |
|  | Found Corner |  | Reserve Area |
|  | Spring |  | Contract Area |
|  | Road |  | BLM Administered Land |
|  | Stream |  | Non-BLM Land |

RTM - CR

RESERVE TREE MARK (ORANGE PAINT)
TRACTOR LOG: UNIT 25-1

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

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 |
|--------------------|------------|-----------|---------------|
| White Fir | 78 | | |
| Douglas-fir | 55 | | |
| Incense-cedar | 2 | | |
| Ponderosa Pine | 2 | | |
| Sugar Pine | 1 | | |
| Sale Totals | 138 | | |

Unit Details (16' MB)

| Unit | 25-1 | 24 Acres | Value per Acre : \$0.00 |
|--------------------|-------------|-----------------|--------------------------------|
| Species | Net Volume | Bid Price | Species Value |
| Douglas-fir | 55 | | |
| Incense-cedar | 2 | | |
| Ponderosa Pine | 2 | | |
| Sugar Pine | 1 | | |
| White Fir | 78 | | |
| Unit Totals | 138 | | |

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)**

| |
|---|
| Contract No.: ORM05-TS-15-02 |
| Sale Name: Burnt Stew Salvage |
| Issuing Office: Medford District |

**EXHIBIT B
SCALE SALE**

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Section 3.(d). of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

| Schedule of Species, Measurement Units, and Prices | | |
|--|------------------|----------------------------|
| Species | Measurement Unit | Price Per Measurement Unit |
| Merchantable logs - White Fir | MBF | |
| Douglas-fir | MBF | |
| Ponderosa Pine | MBF | |
| Sugar Pine | MBF | |
| Incense Cedar | MBF | |
| Utility Logs | MBF | Not Applicable |

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

| Schedule of Minimum Material Specifications | | | |
|---|--------|--|--|
| Species and Products | Length | Diameter (inside bark at small end) | Net Scale |
| All Species | 8 feet | 6 inches | 33 1/3% of gross volume of any log segment |

III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices

shown in Section I of this Exhibit.

IV. **Scaling**

A. **Log Rule and Measurement** - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

B. **Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.

2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

C. **Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

D. **Defect Caused by Abnormal Delay** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.

E. **Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

F. **Check Scale** - The Government will conduct check scales as set forth in the following section.

Normally a check scale includes at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards will be used to determine the proficiency of individual scalers.

Gross Scale. A variance of one percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

| Check scaler's percent defect in logs | Scalers allowable variance |
|---------------------------------------|---|
| 0-10 percent | 2 percent |
| over 10 percent | .2 x percent defect to a maximum of 5 percent |

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42(A) (1) (LE-1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of saidbook. Upon completion of each day's operation, the log decks will be painted, or otherwise identified, by the Authorized Officer and no material on the landing will be removed or disturbed until the Authorized Office arrives the next day.) While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 42(B) (12) (L-24) of the contract).

4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.

5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.

6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

H. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

V. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. Merchantable Timber Volume Removed from Contract Area - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. Merchantable Timber Not Yet Removed from Contract Area - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

(If the sale does not involve acreage, e.g., selling log decks, the two columns for Volume per Acre and Value per Acre in the following table may be deleted.)

| Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area | | | | | |
|--|-----------------------------------|---------------------------------|--------------|-----------------------------------|-------------|
| Cutting Area | | Total Estimated Volume (MBF) | | Total Estimated Purchase Price | |
| Cutting Area Number | Approximate Number of Acres | Volume per Acre | Total Volume | Value per Acre | Total Value |
| 25-1 | 23 | 6 | 138 | \$878.25 | \$20,199.80 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Sale Total | | | | | |

| OVERNIGHT LOAD CONTROL RECORD | |
|-------------------------------|---|
| Log Delivery Location | |
| Timber Sale | |
| 1 | Time and Date Load Delivered |
| 2 | Sale Name |
| 3 | Load Receipt No. |
| 4 | Number of Logs |
| 5 | Signature of Person Receiving the Load |
| | |
| 6 | Date and Time Load Released |
| 7 | Signature of Person Releasing the Load |
| | |

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)

2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

| OVERNIGHT LOAD CONTROL RECORD | |
|-------------------------------|---|
| Log Delivery Location | |
| Timber Sale | |
| 1 | Time and Date Load Delivered |
| 2 | Sale Name |
| 3 | Load Receipt No. |
| 4 | Number of Logs |
| 5 | Signature of Person Receiving the Load |
| | |
| 6 | Date and Time Load Released |
| 7 | Signature of Person Releasing the Load |
| | |

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)

2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

ROAD MAINTENANCE SPECIFICATIONS

General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

| SECTION | DESCRIPTION |
|---------|-------------------------|
| 3000 | General |
| 3100 | Operational Maintenance |
| 3400 | Other Maintenance |
| | Exhibit D-2 Map |

GENERAL - 3000

- 3001a The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3403a.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.

OPERATIONAL MAINTENANCE - 3100

- 3108 The Purchaser shall avoid fouling gravel 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 caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

OTHER MAINTENANCE - 3400

- 3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 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 or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

3403a

During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds to reduce dust as directed by the Authorized Officer on the following roads:






| Road Number | From M.P. | to M.P. |
|----------------|-----------|---------|
| 35-3E-3.00A-B2 | 0.00 | 2.50 |
| 35-3E-10.00 A | 0.00 | 0.94 |
| | | |

Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.

BURNT STEW SALVAGE TIMBER SALE
ROAD MAINTENANCE MAP
CONTRACT NO. ORM05-TS-2015-0002
EXHIBIT D-2; PAGE 1 OF 1

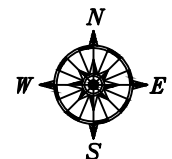
U.S.D.I. BLM MEDFORD DISTRICT

T.34S., R.3E. WILL. MER.

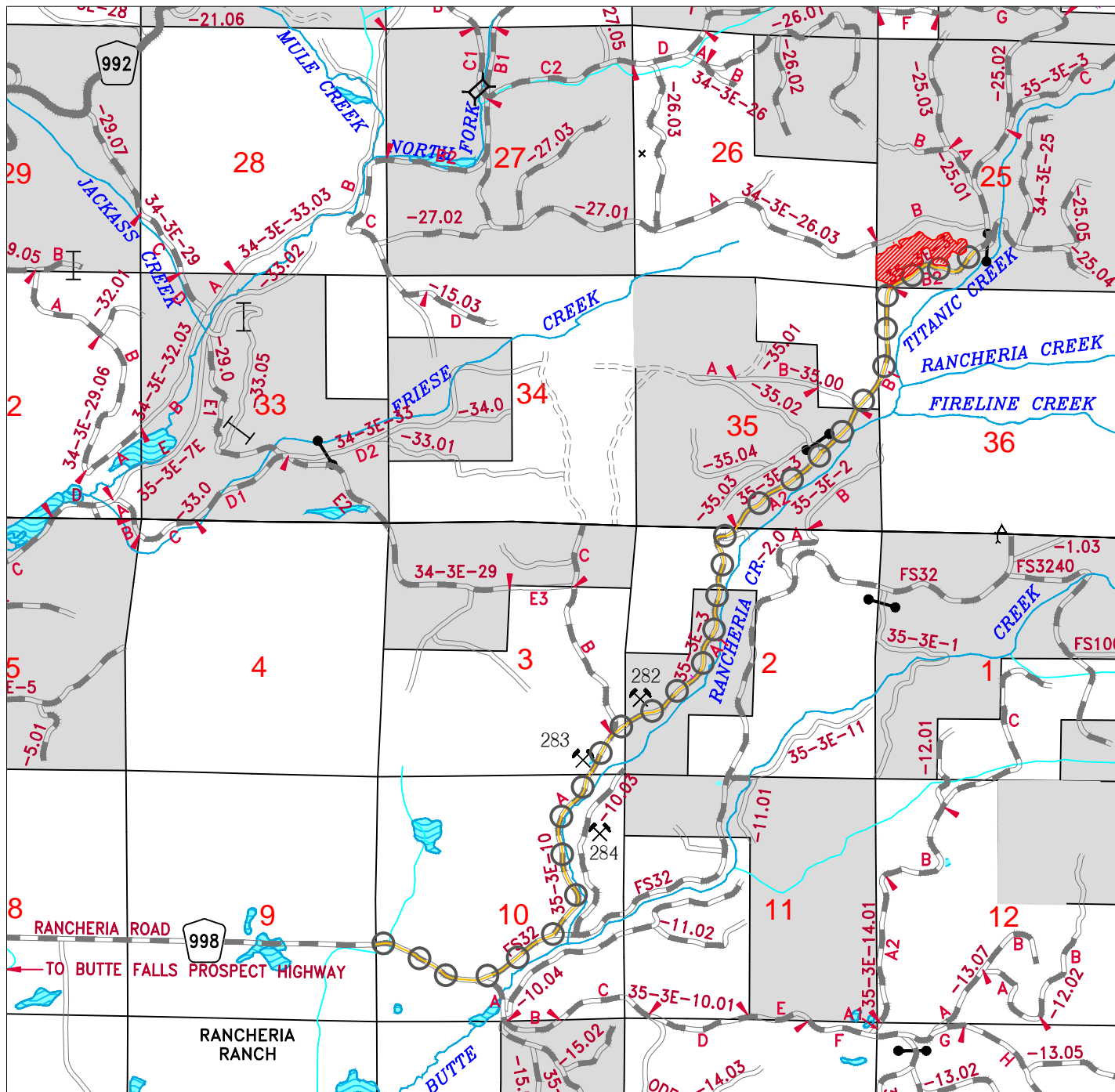
-  EXISTING GATE
-  EXISTING BARRICADE
-  BLM MAINTENANCE
-  BLM LAND
-  TS UNITS

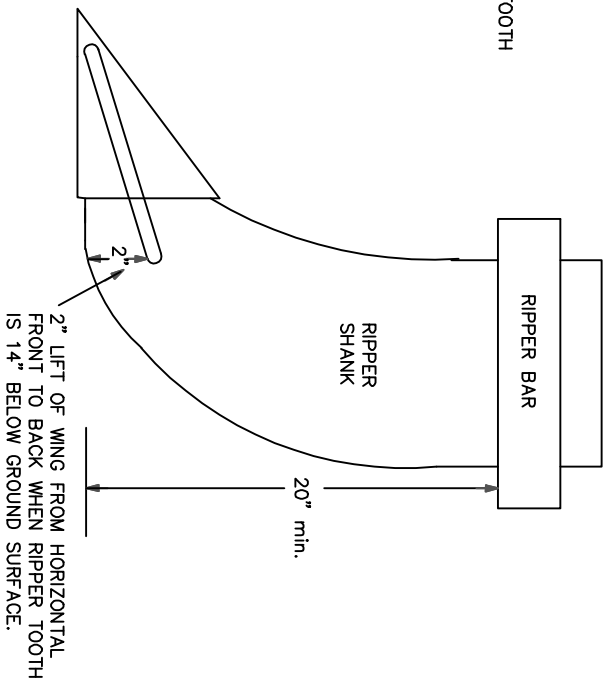
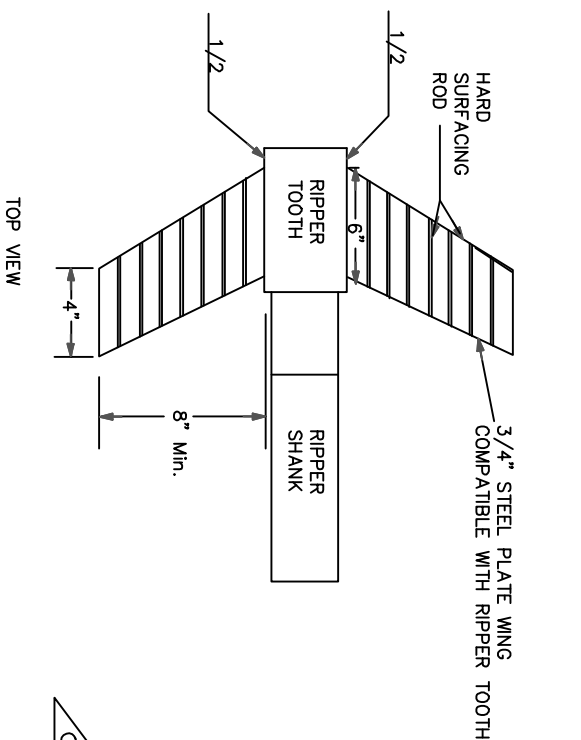
T.34S.

T.35S.

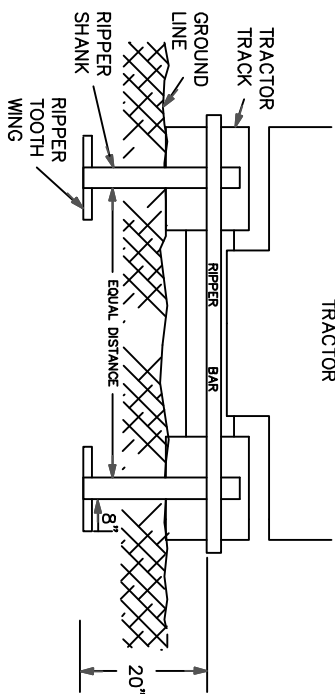


0 1/2 1
SCALE IN MILES





TYPICAL RIPPER POSITION



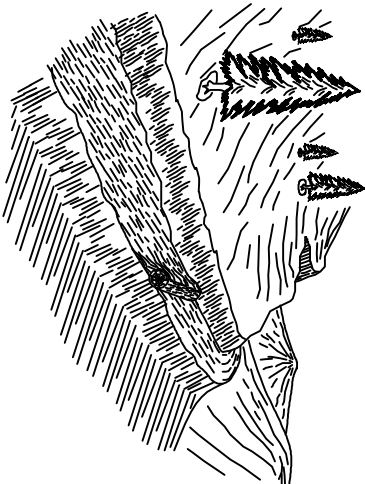
SIDE VIEW

- 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.

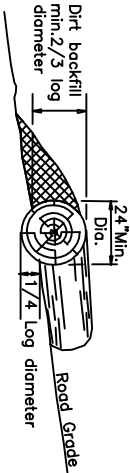
WING RIPPER DETAIL

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

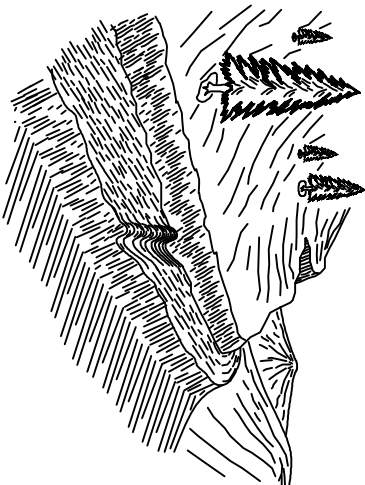
| | |
|--------------------|--------------|
| DESIGNED | |
| REVIEWED | |
| APPROVED | |
| DRAWN: JWR | |
| DATE: October 2009 | SHEET 1 OF 1 |
| DRAWING NO. | |



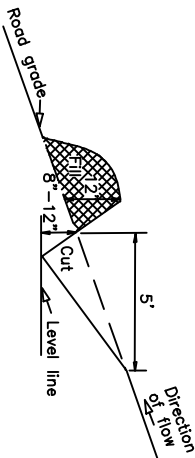
LOG BARRICADE



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".

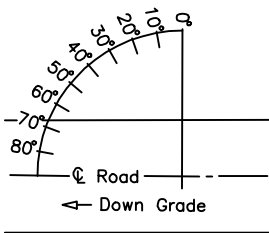


WATER BAR



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



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

District : Medford
Sale Name : Burnt Stew Salvage
Sale Date : 10/23/2014
Appraisal Method : 16' MBF

Contract # : ORM05-TS-15-02
Job File # : M11312
Master Unit : Jackson
Planning Unit : Butte Falls

Contents

| | |
|------------------------|---|
| Timber Sale Summary | 2 |
| Stumpage Summary | 3 |
| Prospectus | 4 |
| Exhibit B | 5 |
| Volume Summary | 6 |
| Stump to Truck Costs | 7 |
| Other Allowances Costs | 8 |
| Consolidated Comments | 9 |

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Legal Description

| Forest Type | Township | Range | Section | Subdivision |
|-------------|----------|-------|---------|-------------|
| O&C | 34S | 3E | 25 | S1/2 SW1/4. |

Cutting Volume (16' MBF)

| Unit | WF | DF | PP | IC | SP | | | | Total | Regen | Partial | ROW |
|--------|----|----|----|----|----|--|--|--|-------|-------|---------|-----|
| 25-1 | 78 | 55 | 2 | 2 | 1 | | | | 138 | 0 | 24 | 0 |
| Totals | 78 | 55 | 2 | 2 | 1 | | | | 138 | 0 | 24 | 0 |

Logging Costs per 16' MBF

| | | |
|-------------------|----|--------|
| Stump to Truck | \$ | 150.07 |
| Transportation | \$ | 50.21 |
| Road Construction | \$ | 0.00 |
| Road Amortization | \$ | 0.00 |
| Road Maintenance | \$ | 10.27 |

Other Allowances :

| | |
|---------------------------------|-----------------|
| Other Costs | \$ 42.90 |
| Total Other Allowances : | \$ 42.90 |

Profit & Risk

| | |
|---------------------|---------------------------|
| Total Profit & Risk | 11 % |
| Basic Profit & Risk | 8 % + Additional Risk 3 % |
| Back Off | 0 % |

Tract Features

| | | |
|--------------------------------|-------------------|-------------|
| Avg Log | White Fir : 58 bf | All : 56 bf |
| Recovery | White Fir : 89 % | All : 88 % |
| Salvage | White Fir : 100 % | All : 99 % |
| Avg Volume (16' MBF per Acre) | | 6 |
| Avg Yarding Slope | | 5 % |
| Avg Yarding Distance (feet) | | 350 |
| Avg Age | | 80 |
| Volume Cable | | 0 % |
| Volume Ground | | 100 % |
| 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 | Parks, Worman, Siemer |
| Date | 09/15/2014 |
| Type of Cruise | 100% |
| County, State | Jackson, OR |

Net Volume

| | |
|--|----------|
| Green (16' MBF) | 1 |
| Salvage (16' MBF) | 137 |
| White Fir Peeler | 0 |
| Export Volume | 0 |
| Scaling Allowance (\$0.75 per 16' MBF) | \$103.50 |

Total Logging Costs per 16' MBF

\$ 253.45

Utilization Centers

| | |
|--|----------|
| Center #1 : White City, OR | 44 Miles |
| Center #2 | 0 Miles |
| Weighted distance to Utilization Centers | 44 |

Length of Contract

| | |
|--------------------------------|-----------|
| Cutting and Removal Time | 12 Months |
| Personal Property Removal Time | 1 Months |

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Stumpage Summary

Stumpage Computation (16' MBF)

| Species | Trees | Net Volume | Pond Value | (-) Profit & Risk | (-) Logging Cost | (+) Marginal Log Value | (-) Back Off | Appraised Price | Appraised Value |
|---------------|------------|------------|------------|-------------------|------------------|------------------------|--------------|-----------------|---------------------|
| WF | 441 | 78 | \$ 435.06 | \$ 47.86 | \$ 253.45 | | | \$ 133.80 | \$ 10,436.40 |
| DF | 371 | 55 | \$ 474.20 | \$ 52.16 | \$ 253.45 | | | \$ 168.60 | \$ 9,273.00 |
| IC | 41 | 2 | \$ 535.00 | \$ 58.85 | \$ 253.45 | | | \$ 222.70 | \$ 445.40 |
| PP | 24 | 2 | \$ 150.00 | \$ 16.50 | \$ 253.45 | | | \$ 15.00 | \$ 30.00 |
| SP | 2 | 1 | \$ 150.00 | \$ 16.50 | \$ 253.45 | | | \$ 15.00 | \$ 15.00 |
| Totals | 879 | 138 | | | | | | | \$ 20,199.80 |

Log Code by Percent

| Species | Code #1 | Code #2 | Code #3 | Code #4 | Code #5 | Code #6 |
|----------------|---------|---------|---------|---------|---------|---------|
| White Fir | | | | 77.0 | 20.0 | 3.0 |
| Douglas-fir | | | | 71.0 | 24.0 | 5.0 |
| Ponderosa Pine | | | | 38.0 | 48.0 | 14.0 |
| Sugar Pine | | | | 35.0 | 53.0 | 12.0 |
| Incense-cedar | | | | 63.0 | 25.0 | 12.0 |

Marginal Log Volume

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

Appraised By : Parks, Corey

Date : 09/23/2014

Area Approval By :

Date :

District Approval By :

Date :

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Prospectus

Appraisal Method : (16' MBF)

| Species | Trees | Net Volume 16' MBF | Net Volume 32' MBF | Net Volume CCF |
|----------------|------------|-----------------------|-----------------------|-------------------|
| White Fir | 441 | 78 | 62 | 142 |
| Douglas-fir | 371 | 55 | 42 | 102 |
| Incense-cedar | 41 | 2 | 2 | 5 |
| Ponderosa Pine | 24 | 2 | 2 | 4 |
| Sugar Pine | 2 | 1 | 1 | 2 |
| Total | 879 | 138 | 109 | 255 |

All Species

| Gross Volume | Number Trees | Avg bf Volume Per Tree | DBH | Gross Merch Volume | Merch Logs | Avg bf Gross Merch Log |
|--------------|--------------|------------------------|------|--------------------|------------|------------------------|
| 156 | 879 | 177 | 14.2 | 154 | 2,758 | 56 |

| Merch Logs | Cull Logs | Total Logs | Logs per Tree | Net Volume | Gross Volume | Recovery |
|------------|-----------|------------|---------------|------------|--------------|----------|
| 2,758 | 48 | 2,806 | 3.2 | 138 | 156 | 88 % |

White Fir

| Gross Volume | Number Trees | Avg bf Volume Per Tree | DBH | Gross Merch Volume | Merch Logs | Avg bf Gross Merch Log |
|--------------|--------------|------------------------|------|--------------------|------------|------------------------|
| 88 | 441 | 199 | 14.5 | 87 | 1,496 | 58 |

| Merch Logs | Cull Logs | Total Logs | Logs per Tree | Net Volume | Gross Volume | Recovery |
|------------|-----------|------------|---------------|------------|--------------|----------|
| 1,496 | 22 | 1,518 | 3.4 | 78 | 88 | 89 % |

Cutting Areas

| Unit | Regen Acres | Partial Cut Acres | Right Of Way Acres | Total Acres |
|-----------------|-------------|-------------------|--------------------|-------------|
| 25-1 | | 24 | | 24 |
| Totals : | | 24 | | 24 |

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

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 |
|--------------------|------------|-----------|---------------|
| White Fir | 78 | | |
| Douglas-fir | 55 | | |
| Incense-cedar | 2 | | |
| Ponderosa Pine | 2 | | |
| Sugar Pine | 1 | | |
| Sale Totals | 138 | | |

Unit Details (16' MB)

| Unit | 25-1 | 24 Acres | Value per Acre : \$0.00 |
|--------------------|-------------|-----------------|--------------------------------|
| Species | Net Volume | Bid Price | Species Value |
| Douglas-fir | 55 | | |
| Incense-cedar | 2 | | |
| Ponderosa Pine | 2 | | |
| Sugar Pine | 1 | | |
| White Fir | 78 | | |
| Unit Totals | 138 | | |

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Sale Volume Totals

24 Acres 0 Regen 24 Partial 0 R/W 1 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 |
|----------------|---------------|---------------|--------------|----------------|---------------|------------------|----------------|---------------|------------------|------------|------------|--------------|
| White Fir | 441 | 1,496 | 22 | 78 | 87 | 88 | 62 | 68 | 69 | 142 | 158 | 159 |
| Douglas-fir | 371 | 1,116 | 24 | 55 | 61 | 62 | 42 | 47 | 47 | 102 | 113 | 114 |
| Incense-cedar | 41 | 77 | 1 | 2 | 3 | 3 | 2 | 2 | 2 | 5 | 6 | 6 |
| Ponderosa Pine | 24 | 63 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 4 | 4 | 5 |
| Sugar Pine | 2 | 6 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 |
| Totals | 879 | 2,758 | 48 | 138 | 154 | 156 | 109 | 120 | 121 | 255 | 283 | 286 |

Unit Totals

Unit : 25-1 24 Acres 0 Regen 24 Partial 0 R/W

| SpeciesName | # of Trees | Merch Logs | Cull Logs | 16' MBF Gross | 16' MBF GM | 16' MBF Net |
|--------------------|---------------|---------------|--------------|------------------|---------------|----------------|
| White Fir | 441 | 1,496 | 22 | 88 | 87 | 78 |
| Douglas-fir | 371 | 1,116 | 24 | 62 | 61 | 55 |
| Incense-cedar | 41 | 77 | 1 | 3 | 3 | 2 |
| Ponderosa Pine | 24 | 63 | 1 | 2 | 2 | 2 |
| Sugar Pine | 2 | 6 | | 1 | 1 | 1 |
| Unit Totals | 879 | 2,758 | 48 | 156 | 154 | 138 |

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Stump to Truck Costs

Total (16' MBF)

| Total Stump to Truck Costs | Net Volume | Cost / Net Volume |
|---------------------------------------|-----------------------|------------------------------|
| \$ 20,709.00 | 138 | \$ 150.07 |

Detail

Yarding & Loading

| Yarding System | Unit Of Measure | Units | Cost / Unit | Total Cost |
|-----------------------|----------------------------|--------------|------------------------|-----------------------|
| Wheel Skidder | GM MBF | 153 | \$ 133.00 | \$ 20,349.00 |
| Subtotal | | | | \$ 20,349.00 |

Other Costs

| Explanation | Unit Of Measure | Units | Cost / Unit | Total Cost |
|--------------------|----------------------------|--------------|------------------------|-----------------------|
| | | | | |
| Subtotal | | | | |

Additional Move-Ins

| Equipment | # Move-In | Cost / Move In | Total Cost |
|------------------|------------------|---------------------------|-----------------------|
| Dozer | 1 | \$ 360.00 | \$ 360.00 |
| Subtotal | | | \$ 360.00 |

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

Medford
Burnt Stew Salvage
ORM05-TS-15-02

Other Allowances Costs

Total (16' MBF)

| Total Other Allowances Costs | Net Volume | Cost / Net Volume * | Total Buy Out Cost |
|-------------------------------------|-------------------|----------------------------|---------------------------|
| \$5,920.84 | 138 | \$42.90 | \$0.00 |

Other Costs

Detail (16' MBF)

| Cost Item | Total Cost | Cost / Net Vol * | Buy Out | Buy Out Cost |
|------------------------------------|--------------------|-------------------------|----------------|---------------------|
| Equipment Washing | \$ 370.00 | \$ 2.68 | N | \$ 0.00 |
| Equipment Washing | \$ 1,000.00 | \$ 7.25 | N | \$ 0.00 |
| Landing Construction | \$ 150.00 | \$ 1.09 | N | \$ 0.00 |
| Landing Clean up | \$ 400.00 | \$ 2.90 | N | \$ 0.00 |
| Skid Location | \$ 145.84 | \$ 1.06 | N | \$ 0.00 |
| Ripping | \$ 1,245.00 | \$ 9.02 | N | \$ 0.00 |
| Hand Seeding @ 17 lb seed per hour | \$ 660.00 | \$ 4.78 | N | \$ 0.00 |
| Mulching (2 hours/5 bales) | \$ 1,800.00 | \$ 13.04 | N | \$ 0.00 |
| Barricades | \$ 150.00 | \$ 1.09 | N | \$ 0.00 |
| Subtotal | \$ 5,920.84 | \$ 42.90 | | \$ 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
Burnt Stew Salvage
ORM05-TS-15-02

General

SSTS Scale Sale Fire Salvage

Yarding & Loading

Whole tree yarding. Hand Felled.
Additional move-in = Ripping cat

Road Costs

(see Engineering Appraisal for details).

Transportation

(see Transportation appendix for details).

Other Allowances

Equipment washing #1 = Loader
Equipment washing #2 = Skidder, cat, processor, ripping cat.

Prospectus

Scale for Payment Sale

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sale: Burnt Stew Salvage
Sale Date: 10-2014
Prep. By : Brown
Tract No: 2014-013

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1) Road Use - Amortization: (1) \$0.00/153 MBF = \$0.00/MBF 1/
(R-3b) (Tot Sale Vol)

2) Road Maintenance Obligation:

$$\frac{\$697.96}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$70.47}{(3.2)} + \frac{\$0.00}{(5.1)} = \frac{\$768.43}{(R-2)}$$

3) Other Maintenance Payments:

$$\frac{\$648.32}{(4.1)}$$

4) . Purchaser Maintenance Allowances:

| | |
|---|--------|
| (5.2A) Move In | \$0.00 |
| (5.2B) Culverts, Catch Basins, Downspouts | \$0.00 |
| (5.2C) Grading, Ditching | \$0.00 |
| (5.2D) Slide Removal and Slump Repair | \$0.00 |
| (5.2E) Dust Palliative (Water) | \$0.00 |
| (5.2F) Surface Repair (Aggregate) | \$0.00 |
| (5.2G) Other | \$0.00 |

Total (5.2) =
$$\frac{\$0.00}{(R-2 \text{ \& Ex. D})}$$

2)+3)+4) Total = \$1,416.75/153 MBF = \$9.26/MBF 1/
(Total Sale Vol)

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

File S:\Butte Falls\ENGINEERING\BF_Timber_Sales\2015 Timber Sales\Burnt Stew Salvage\Burnt Stew Salvage.mdb
OR110-9113-1

1) Road Use Fees - Amortization

| R/W | | Rd Use | Vol | Road Use |
|--------|-------------|--------|-------|------------|
| Number | Road Number | Fee x | MBF = | Obligation |

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul 1/ 2/

Changed Surface on FS32&35-3E-3.00 to deduct rockwear fees

| Road Number | A Surf | Maint | Vol | Total |
|------------------|--------|------------|-------|----------|
| and Segment | N Type | Mi x Fee x | MBF = | Maint |
| 35-3E-10.00 | N NAT | 0.94 0.97 | 153 | \$139.51 |
| 34-3E-3.00A1-B2N | ASC | 2.50 1.46 | 153 | \$558.45 |

(2.1) Subtotal \$697.96

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
2/ Include lump sum logging damage repair

3) Third Party Maintenance and Rockwear

| Agrmnt | Road | MAINTENANCE (3.1) | | | ROCKWEAR (3.2) 1/ 2/ | | |
|---------|-------------|-------------------|-------|-------|----------------------|-------|---------|
| Number | Number | Mi x | Fee x | MBF = | Maint | Fee x | MBF = |
| M-2000F | 35-3E-3.00A | 0.94 | | | | 0.49 | 153 |
| | | | | | | | \$70.47 |

(3.1) Subtotal \$0.00

(3.2) Subtotal \$70.47

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
2/ Include lump sum logging damage repair

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Miles = 0.74 miles, Fee = \$1.24/Mbf, Vol = 153Mbf

| Agency | Road Number | Fee | Fee | Vol | Maint |
|--------------|-------------|----------|-------------|--------|----------|
| | | MBF/Mi x | Mi = | /MBF x | Hauled = |
| FS-RockweaFS | Road 32 | 0.00 | | | \$189.52 |
| FS-Maint | FS Road 32 | 620.00 | 0.74620.000 | 1 | \$458.80 |

(4.1) Subtotal \$648.32

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)/1/2

| Road No | 1/ | A | RkWear | Vol | Total |
|-------------|----|------|--------|-------|--------|
| and Segment | N | Mi x | Fee x | MBF = | RkWear |

(5.1) Subtotal \$0.00

1/ All surfaced roads have a rockwear fee which includes an allowance for rock haul
2/ Include lump sum logging damage repair

Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.
If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads,
add appropriate mandatory Ex. D provisions. Note in prospectus.

Move In

| Equipment 1/ | No Units | Move x in | Cost/ 50 Mi | Dist x Factor | Sub- total |
|----------------|-------------|--------------|----------------|------------------|---------------|
| Motor Grader: | | | \$483.00 | 0.63 | \$0.00 |
| Back Hoe: | | | \$483.00 | 0.63 | \$0.00 |
| Loader: | | | \$483.00 | 0.63 | \$0.00 |
| Water Truck: | | | \$107.00 | 0.63 | \$0.00 |
| Dump Truck 2/: | | | \$128.00 | 0.63 | \$0.00 |

(5.2A) Total \$0.00

1/ Equipment limited to that allowed in Exhibit D.

Culvert Maintenance - Including Catchbasins and Downpipes 1/

| Miles | x | Cost/Mi | = | Subtotal |
|--------|---|---------|---|----------|
| 334.17 | | | | \$0.00 |

(5.2B) Total \$0.00

1/ Does not include purchase or installation of culvert pipe.

Grading (Includes Ditches and Shoulders) 1/

| | | Miles | x | Cost/Mi | x | Freq | = | Subtotal |
|------------------|------|--------|---|---------|---|------|---|----------|
| Blade w/ Ditch: | 0.00 | 720.50 | | 0 | | | | \$0.00 |
| Blade w/o Ditch: | 0.00 | 446.73 | | 0 | | | | \$0.00 |

(5.2C) Total \$0.00

1/ Watch for double allowance on roadway preparation for dust palliative application.

Slide and Slough removal, Slump Repair (15 sta-yds. ea.) 1/

| Type Equipment | No Slides /Slumps | Hours x Each | Equip Cost | = | Subtotal |
|-------------------|----------------------|-----------------|---------------|---|----------|
| Grader: | 0 | 0 | 147.33 | | \$0.00 |
| Loader: | 0 | 0 | 107.45 | | \$0.00 |
| Backhoe: | 0 | 0 | 76.21 | | \$0.00 |

(5.2D) Total \$0.00

1/ Maximum haul is 15 sta. yds. Use grader or front end loader only.

Dust Palliative (Water) 1/

Spreading Hours

| Miles | / | MPH | = | Hours | x | No Days | x | Freq /Day | = | Truck Hours |
|---------------|---|-----|---|-------|---|------------|---|--------------|---|----------------|
| 0.00 | | 0 | | | | 0 | | 0 | | 0 |
| Load & Haul = | | | | 0.0 | | 0 | | 0 | | 0 |
| Total Hours = | | | | | | | | | | 0 |

Truck Cost: \$89.57/Hr. x 0.0 Hours = \$0.00

(5.2E) Total \$0.00

1/ Allow water for all BLM maintained non-oiled roads.

Surface Repair (Aggregate)

| | | | |
|----------------------|----------------------------------|---|--------|
| Production Cost: | 0.0 C.Y. x \$0.00/C.Y. | = | \$0.00 |
| Haul to Stockpile: | 0.0 C.Y. x \$2.95/C.Y. x 0.00 Mi | = | \$0.00 |
| Stockpile: | 0.0 C.Y. x \$1.01/C.Y. | = | \$0.00 |
| Load from Stockpile: | 0.0 C.Y. x \$1.11/C.Y. | = | \$0.00 |
| Haul from Stockpile: | 0.0 C.Y. x \$2.95/C.Y. x 0.00 Mi | = | \$0.00 |
| Process with Grader: | 0.0 C.Y. x \$0.90/C.Y. | = | \$0.00 |

(5.2F) Total \$0.00

Other

| | |
|----------------------------------|----------------------------------|
| Fallen Timber Cutting: 1/ | 0.0 Hours x \$0.00/Hour = \$0.00 |
| Brush Cutting/Tree Trimming: 2/ | 0.0 Hours x \$0.00/Hour = \$0.00 |
| Oil/Asphalt Materials: 3/ | Lump Sum = \$0.00 |
| Signing for Dust Palliatives: 4/ | Lump Sum = \$0.00 |
| | Lump Sum = \$0.00 |
| | Lump Sum = \$0.00 |
| | Lump Sum = \$0.00 |

(5.2G) Total \$0.00

- 1/ Exhibit D Subsection 3104.
- 2/ Exhibit D Subsection 3107.
- 3/ Exhibit D Subsection 3401.
- 4/ Exhibit D Subsection 3405b.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

SCALE SALE

| |
|----------------------------------|
| Name of Bidder |
| Tract Number ORM05-TS15-02 |
| Sale Name Burnt Stew Salvage |
| Sale Notice (dated) 10/8/2014 |
| 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 **\$2,100.00** 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 |
| White Fir | MBF | 78 | X | = | X | = |
| Douglas Fir | MBF | 55 | X | = | X | = |
| Ponderosa Pine | MBF | 2 | X | = | X | = |
| Sugar Pine | MBF | 1 | X | = | X | = |
| Incense Cedar | MBF | 2 | X | = | X | = |
| Total | | 138 | X | = | X | = |
| | | | 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.

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.