

****Revised****
PROSPECTUS
Lump Sum Sale

Ashland RESOURCE AREA
Jackson MASTER UNIT

Medford Sale # ORM06-TS-13-03
March 28, 2013

#1. Sterling Sweeper, Jackson County, (O&C)

BID DEPOSIT REQUIRED: \$20,300.00

All timber designated for cutting in NW ¼ NW ¼, Sec. 26; NE ¼ NE ¼, N ½ NW ¼, SW ¼ SW ¼, Sec. 27; NW ¼ NE ¼, S ½ NE ¼, N ½ NW ¼, E ½ SW ¼, SE ¼, Sec. 34, T. 38 S., R 2 W.; Lot 6, NW ¼ SW ¼, S ½ SE ¼, Sec. 3, T. 39 S., R. 2 W.; SE ¼ SW ¼, S ½ SE ¼, Sec. 9; Lot 4, Sec.10; W ½ NW ¼ Sec. 14, T. 39 S., R. 2 W.; Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
3045	832	Douglas-fir	1023	\$197.80	\$202,349.40
3045	832	Totals	1023		\$202,349.40

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

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, March 28, 2013.

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. With respect to merchantable Douglas fir: the average tree is 18.2 inches DBHOB; the average gross merchantable log contains 93 bd. ft.; the total gross volume is approximately 1,134 M bd. ft; and 90% recovery is expected.

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

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 – Two (2) units containing 23 acres must be partial cut. Fifteen (15) units containing 34 acres must be regen-cut (group select).

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

ACCESS - Access to the sale area is available via existing BLM roads and Road Use Agreement as shown in Section 42(C)(7). Among other conditions, these agreements require payment of road use fees in the amount of \$2,454.00 between the purchaser and permittee.

ROAD MAINTENANCE – BLM will maintain 20.97 miles of roads listed in Section 42(C)(1). The Purchaser will be required to pay a maintenance fee of \$2.90 per MBF or a total of \$2,967.71 for the use of these roads as shown in Section 42(C)(1). The Purchaser will be required to maintain 1.82 miles of native surface roads prior to timber haul and upon completion of timber haul under the terms of Exhibit D, as shown in Section 42(C)(2).

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content is high as determined by the Authorized Officer. The Purchaser shall construct motor vehicle barricades on all primary skid roads which intersect any haul roads; water bar all skid trails; and mulch and seed fill slopes on the newly constructed landings fill slope.

EQUIPMENT REQUIREMENTS - LOGGING: 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. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of Hand Piling.

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, or protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). 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. Intermediate support will be needed for unit 27.6-9.
3. Approximately one hundred (100) trees marked with a white CWD on two sides shall be felled, but not bucked into logs, following the completion of yarding and site preparation activities. These trees must be left where they fall.
4. The 38-2-27.01 road is the only access to a residence. The purchaser shall widen the

road where the yarder will be setup to provide road width for cars to pass. The purchaser shall not delay traffic for more than 20 minutes. The purchaser shall be required to remove three trench barricades to access units. After the harvest and completion of log haul the purchaser shall replace these with trench barricades of similar sizes.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Medford, proceed 4.3 miles South on Griffin Creek Road. Stay strait onto Anderson Butte Road and proceed approximately 1.1 miles to the project area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR- M060-2013-0005-REA) 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.

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

Section 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 orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-1 Approximately one thousand forty one (1,041) trees marked with yellow paint above and below stump height in units 27-3 and 27-4 as shown on Exhibit A.
- (C) IR-1 Approximately Eighty (80) trees marked with a white CWD on two sides shall be felled, but not bucked into logs, following the completion of yarding and site preparation activities.
- (D) IR-2 All timber except approximately three thousand forty five (3,045) trees marked for cutting heretofore by the Government with blue paint above and below stump height in units 27.6-9, 34.10-16, 34.17-24, 34.25-30, 34.31-32, 34.33-35, 34.36-48, 34.49, 34.50-59, 3.60-69, 3.70-76, 9.79-87, 9.88, 9.89-96, and 14.97-99 as shown on Exhibit A.
- (E) IR-5 All young growth less than seven (7) inches D.B.H.O.B. not damaged in the normal course of logging in all units as shown on Exhibit A.
- (F) IR-6 All snags, except when determined to be a hazard during operations by the Authorized Officer as shown on Exhibit A. Snags felled for safety will be retained on site as course woody debris.
- (G) IR-10M Genetically superior trees marked with orange paint and seed trees tags in the contract area. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

Section 42

(A) Log Exports

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

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

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

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

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 Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway yellow paint.

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-5 All trees seven (7) inches or larger D.B.H.O.B. designated for cutting shall be felled concurrently with all other trees designated for cutting in all harvest units.
- (3) 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.

In Units 27-3 and 27-4.	All ground-based yarding systems shall be approved by the Authorized Officer. Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes. Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer. Skid road locations will be approved prior to felling of timber to be yarded over that skid trail and trees shall be felled to the lead. The location of the tractor skid roads must be clearly designated on the ground and spaced at approximately one hundred fifty (150) foot intervals where feasible. Existing skid roads will be utilized where possible. Ground based yarding systems shall be limited to slopes thirty-five (35) percent or less except as approved by the Authorized Officer. Disturbance to natural openings/meadows within tractor units shall be kept to a minimum. No yarding will be allowed up or down draw bottoms. Skid trails shall avoid areas with high water tables. Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least seventy five (75) feet. Landing size shall not exceed one-quarter (¼) acre. Front end loaders shall not be used in units or on landings. No tractor yarding is permitted when soil moisture content at a depth of three to five (3-5) inches is greater than twenty five (25) percent as determined by oven dry weight. Yarding will be limited in accordance with Section 26 if detrimental soil damage about to occur, as determined by the Authorized Officer.
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	Where skid trails encounter course woody debris (CWD) sixteen (16) inches and larger at the small end, a section of the CWD is to be bucked out for equipment access. The bucked out portion shall be as narrow as operationally feasible, (maximum of fourteen (14) feet). The remainder of the CWD shall be left in place and not disturbed. Front end loaders shall not be used in units or on landings.
In Units 27.6-9, 34.10-16, 34.17-24, 34.25-30, 34.31-32, 34.33-35, 34.36-48, 34.49, 34.50-59, 3.60-69, 3.70-76, 9.79-87, 9.88, 9.89-96, and 14.97-99.	Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor. A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet. Hand waterbars would be constructed on cable corridors that are gouged or likely to channel water, as directed by the Authorized Officer. The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding. Yarding corridors will be perpendicular to the contours and landings shall be spaced at an average of one hundred fifty (150) foot intervals where feasible. The width of the skyline corridors shall be as narrow (maximum 15 feet) as operationally feasible. The number of corridors for each cable setting is limited to two (2). Exceptions must have prior approval from the Authorized Officer. No yarding will be allowed up or down draw bottoms and no yarding corridors will be allowed in riparian reserves. Trees shall be felled to the lead in respect to the yarding corridor. Front end loaders shall not be used in units or on landings.

- (4) L-9 No ground disturbing activities are permitted in or through the reserve area as shown on Exhibit A.

- (5) L-11 No landings shall be used or constructed within 100 feet of any known Special Status Plant species without approval of the Field Manager in consultation with a Resource Area Botanist. Landings extending beyond the project unit boundaries in undisturbed habitat (e.g. outside existing road prism) must have botany review prior to BLM approval of landing location.
- (6) L-11 No new construction of landings or expansion of old landings shall be located within the riparian reserve of any stream as shown on Exhibit A.
- (7) L-11 No landings are to be constructed within 300 feet of known populations of Federally Endangered Species.
- (8) L-18 No ground-based operations shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction may be waived during dry soil conditions as approved by the Authorized Officer.
- (9) L-18 No landing construction, road maintenance or road decommissioning activities shall be permitted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions except during rain events of 0.20 inches or more. Restart will not occur until 48 hours after the rain event or by approval of the Authorized Officer.
- (10) L-18 No hauling shall be conducted on roads 38-2W-26, 38-2W-27.01, 38-2W-27.01, 38-2W-27.02, 38-2W-34.00, 38-2W-35.01, 38-2W-35.02, 39-2W-08.00, 39-2W-17.00 between November 15th of one calendar year and May 15th of the following calendar year. A waiver may be granted by the Contracting Officer if dry conditions occur.
- (11) L-18 No hauling shall be conducted on 39-2W-16.01 and 39-2W-16.02 natural surface roads between October 15th of one calendar year and June 1st of the following calendar year. A waiver may be granted by the Contracting Officer if dry conditions occur.
- (12) L-23 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. Any requested changes to the terms and conditions of this contract (such as a change in logging systems) must be authorized by the Contracting Officer through bilateral modification of the contract. 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.

- (13) L-26 In all units shown on Exhibit A, all trees designated for cutting shall be felled away from unit boundaries, property lines, fences, streams, draw bottoms, irrigation ditches, seed trees, cultural areas and reserve area. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (14) L-33 In accordance with the requirements of Section 8 of contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area, which is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, obstructing ground based equipment skid roads, is severely damaged from the normal conduct of felling or yarding operations, or to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 40 of the contract are not included in the authorization.
 - b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by yellow flagging so that that stump can be visually located from a distance of not less than 100 feet.
 - c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
 - d) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
 - e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) failed to properly mark any stump with the "X" cut.
 - (2) failed to identify the location of any stump.

- (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- (6) failed to properly segregate any pulled over tree that was yarded to the landing.
- (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- (11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and/or ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(C) Road Construction - Maintenance - Use

- (1) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, and or Meriwether Southern Oregon Land and Timber LLC, for the removal of Government timber sold under the terms of this contract in Exhibit D, provided that the Purchaser pay the required maintenance obligations described in Section 42(C)(3). 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
38-2W-24.00	3.98	BLM	BST
38-2W-26.00	5.64	BLM	ASC
38-2W-27.01	0.94	BLM	ASC
38-2W-27.02	1.11	BLM	ASC
38-2W-34.00	0.38	BLM	ASC
38-2W-35.01	1.29	BLM	ASC
38-2W-35.02	0.57	BLM	ASC
39-2W-08.00	0.28	BLM	BST
39-2W-08.00	5.68	BLM	ASC
39-2W-17.00	0.70	BLM	ASC
39-2W-17.00	0.40	BLM	ASC
Total	20.97		

- (2) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management or Meriwether Southern Oregon Land and Timber LLC, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42(C)(6). The Purchaser shall pay current Bureau of Land Management rock wear fees for the sale of additional timber under modification to the contract.

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Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
39-2W-16.01	1.05	PVT	NAT
39-2W-16.02	0.77	PVT	NAT
Total	1.82		

- (3) RC-2c The Purchaser shall pay the Government a road maintenance obligation in the amount of Two Thousand Nine Hundred Sixty Seven and 71/100 dollars (\$2967.71) for the transportation of timber included in the contract price and for the transportation of any mineral material required under the terms of the contract over road or roads listed in Section 42(C)(1).

The above road maintenance amount is for use of 20.97 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than Five hundred dollars (\$500.00); payable in the same manner as and together with payments required in Sec. 3 of this contract. The total maintenance amount shall be paid prior to the removal of timber from the contract area.

- (4) RC-2d The Purchaser shall be authorized to use other roads not included in Section 42(C)(1) and/or Section 42(C)(2) provided, that in the use of such road(s), the Purchaser shall pay the Government current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) used.

For administrative purposes the total maintenance and rockwear obligation due shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer.

In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. 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 the timber purchased under this contract, together with an estimate of the volume to be hauled over such roads.

Section 42(C)(3) of this contract shall be amended to include adjustments of fee obligations.

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- (5) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 42(C)(1). The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (6) 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.
- (7) RC-3 In the use of road No. 39-2-16.01, 39-2-16.02, and 39-2-17.00 B1 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-660 dated August 25, 1961 between the United States of America and Meriwether Southern Oregon Land and Timber LLC. These conditions include: Payment to Meriwether Southern Oregon Land and Timber LLC, a road use obligation of Two Thousand Four Hundred Fifty Four and 00/100 dollars (\$2,454.00) payable at the time indicated in the License Agreement. This document is available for inspection at the Bureau of Land Management, Medford District 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.
- (8) 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.

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- (9) 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:
- (a) Abate dust created from hauling in accordance with Exhibit D.
 - (b) Construct earth and log motor vehicle barricades on all major skid roads which intersect any haul road. Lop and scatter slash to prevent OHV use.
 - (d) Fill slopes on all new roads and landings would be seeded with native or approved seed.
- (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

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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 Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures shall be implemented by the purchaser:
- (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, 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 logging and construction equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of logging and construction equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any logging or construction 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) Logging and construction equipment would be visually inspected by the Authorized officer to verify that the equipment has been reasonably cleaned.
- (4) E-1 Scarify and contour landings to provide for adequate drainage. Bare soil due to landing construction/renovation would be protected and stabilized prior to fall rains to reduce soil erosion and sediment potential. Straw mulch and seed exposed earth on temporary logging spurs and tractor landings with certified weed free straw and seed mixture as directed and approved by the Authorized Officer. Selected landings may be left "as is" where natural rock occurs or where vegetation/topography prevents movement of sediment, as determined by the Authorized Officer. The seed mix and straw shall be provided by the purchaser from an approved commercial source, or may be provided by the BLM if the purchaser is unable to locate and buy the certified seed and straw. The purchaser shall reimburse the government for the cost of seed and straw if provided by the government.

The Purchaser shall furnish and apply to acres designated for treatment as

STERLING SWEEPER TIMBER SALE

directed by the Authorized Officer, a mixture of grass seed and mulch material at the following rate of application:

Grass seed	20 lbs./acre
Straw mulch	1000 lbs./acre (approx. 2 inches in depth)

The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

<u>Species</u>	<u>Germination</u> <u>Min. %</u>	<u>Purity</u> <u>Min. %</u>	<u>Weed Content</u> <u>Max. %</u>
California Brome	85	95	0.2
Blue Wild Rye	85	95	0.2

The grass seed furnished shall meet the minimum requirement for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University. Seed source shall be approved by the Authorized Officer and shall be from the general region where the project occurs. Straw mulch shall be from native grass or other approved grain crops which are certified weed free, and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing in a uniform manner.

The Purchaser shall mix grass seed in the following proportions:

<u>Species</u>	<u>Percent of</u> <u>Total by Wt.</u>	<u>Lbs. per Acre</u>
California Brome	50%	10
Blue Wild Rye	50%	10
TOTALS	100%	20 lbs./ac.

The Purchaser shall furnish the Authorized Officer a Seed Test result from a certified seed testing lab (i.e. Oregon State University), which shall include: date of test; lot number of each kind of seed; seed source; and results of tests as to name, percentages of purity and of germination, weed species and percentage of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last year to be accepted for use on this contract. The seed and straw mulch shall be applied between August 1 and October 15. The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date he intends to commence the specified soil stabilization work.

- (5) E-2 The water bars to be constructed as required by Sec. 26(c) shall be

STERLING SWEEPER TIMBER SALE

constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.

- (6) 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, 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.

STERLING SWEEPER TIMBER SALE

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United 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.b of the contract within 15 days after the bill for collection is issued, subject to Section 3.h of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

STERLING SWEEPER TIMBER SALE

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

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

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

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

- (7) E-5 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that a

STERLING SWEEPER TIMBER SALE

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) Miscellaneous

- (1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by Eight hundred eleven 50/100 dollars (\$811.50). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Eight hundred eleven 50/100 dollars (\$811.50) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.
- (2) M-5 The Purchaser shall, without expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, County and municipal laws, codes, regulations, and administrative rules applicable to the performance of this contract. The Purchaser shall also be responsible for all damages to any persons or property that arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.

STERLING SWEEPER TIMBER SALE

(F) Fire Prevention and Control

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

- (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
- (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

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

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

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

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

STERLING SWEEPER TIMBER SALE

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.

- (4) 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.
- (5) 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.
- (6) 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.

(G) Slash Disposal and Site Preparation

- (1) SD-5 Perform logging residue reduction and site preparation work on approximately twenty three (23) acres of harvest area located in the harvest units as shown on Exhibit A.
 - (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

STERLING SWEEPER TIMBER SALE

Handpile and Cover	Cost/Acre
Level III	\$492.28

- (b) The following treatments were assumed for appraisal purposes on this contract:

Handpile and Cover Appraised Treatment	Acres	Cost/Acre	Total Cost per Treatment
Level III	23	\$492.28	\$11,322.44
Total Appraised Cost	23		\$11322.44

- (c) The Total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(G)(1)(a) differs from \$11,322.44 as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(G)(1)(a). Actual acres treated may vary considerably from the estimated acres shown in Section 42(G)(1)(b). The area to be treated may vary from zero acres to all harvest units shown on the Exhibit A.
- (d) There is significant uncertainty as to the appropriate slash disposal. The above slash disposal requirements have been appraised. This provision establishes a "menu" of available treatments (based on the above pre-sale determination) for the selection by the Authorized Officer upon post-harvest determination of need.
- (2) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 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 the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:
- (a) SD-1c HAND PILING Hand pile all slash in accordance with the following specifications:

STERLING SWEEPER TIMBER SALE

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

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

Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds two (2) feet in length.

A six (6) foot by six (6) foot sheet of six (6) mil. black plastic or equivalent material shall be placed in each pile in a manner such that approximately one-third of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than five (5) feet and no greater than eight (8) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel or bottom of dry draws; on down logs or stumps, within twenty-five (25) feet of any other pile, unit boundary or the trunk of the nearest living tree. No portion of the pile will be under the crown of any living tree.

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

- (1) Piling shall be completed in each unit or portion thereof, within four (4) weeks after completion of yarding that unit, or portion thereof.
- (b) SD-1i LANDING PILES Pile all slash located within one hundred (100) feet on each side of log landing. Slash shall be piled by hand or machine. Finished piles shall be tight and free of earth.
 - (1) A ten (10) foot by ten (10) foot cover of six (6) mil. black plastic or equivalent material shall cap each landing pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold

STERLING SWEEPER TIMBER SALE

it in place. Maximum pile size shall be twenty (20) feet in diameter by fifteen (15) feet in height.

(H) Equal Opportunity in Employment

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

Seasonal Restriction Matrix

Sheet 1 of 2

Sterling Sweeper Timber Sale

ORM06-TS-2013-0003

***Restricted Times are Shaded**

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 27-3	Falling and bucking																								
	Ground Based Operations ¹																								
	Hauling ¹																								
Unit 27-4	Falling and bucking																								
	Ground Based Operations ¹																								
	Hauling ¹																								
Unit 27.6-9	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.10-16	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.17-24	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.24-30	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.31-32	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.33-35	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								

¹ Some variation of these dates possible depending on conditions

Seasonal Restriction Matrix

Sheet 2 of 2

Sterling Sweeper Timber Sale

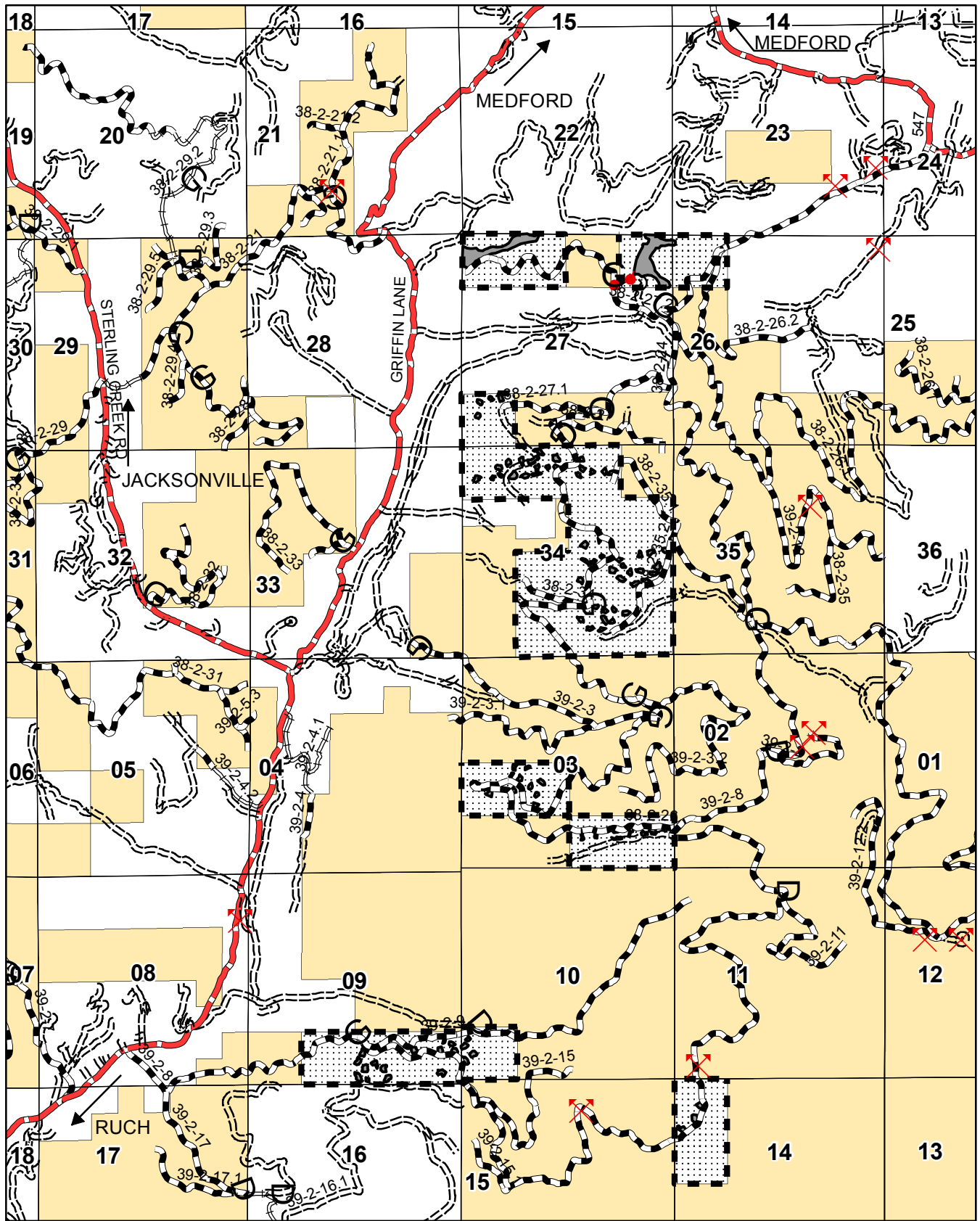
ORM06-TS-2013-0003

***Restricted Times are Shaded**

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 34.36-48	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.49	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 34.50-59	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 3.60-69	Falling and bucking ¹																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 3.70-76	Falling and bucking ¹																								
	Cable yarding ¹																								
	Hauling ¹																								
Unit 9.79-87	Falling and bucking																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 9.88	Falling and bucking ¹																								
	Cable Yarding ¹																								
	Hauling ¹																								
Unit 9.89-96	Falling and bucking ¹																								
	Cable Yarding ¹																								
	Hauling ¹																								

¹ Some variation of these dates possible depending on conditions

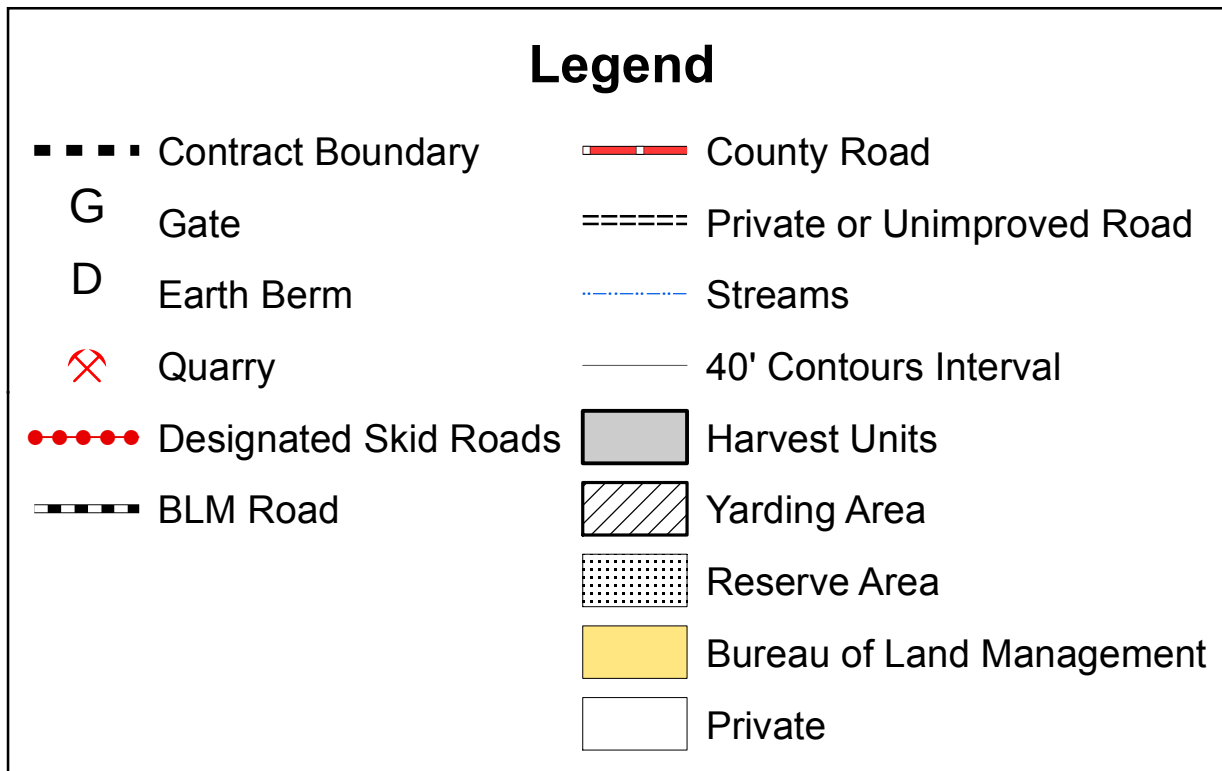
STERLING SWEEPER TIMBER SALE LOCATION MAP



Legend

- Contract Boundary
- Harvest Units
- Bureau of Land Management





TRACTOR YARD HARVEST UNITS
 UNITS YELLOW MARKED FOR RESERVE
 27-3, 27-4.....23.00 AC.

CABLE YARD HARVEST UNITS
 UNITS BLUE MARKED FOR CUTTING
 3.60-69, 3.70-76, 9.79-87, 9.88, 9.89-96,
 14.97-99, 27.6-9, 34.10-16, 34.17-24, 34.25-30,
 34.31-32, 34.33-35, 34.36-48, 34.49, 34.50-59.....34.00 AC.

TOTAL.....57.00 AC.

YARDING AREA.....201.00 AC.

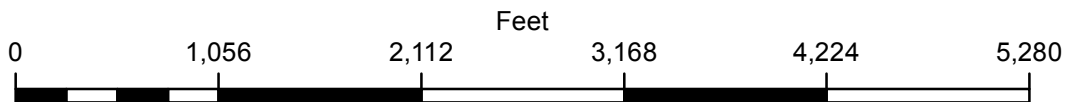
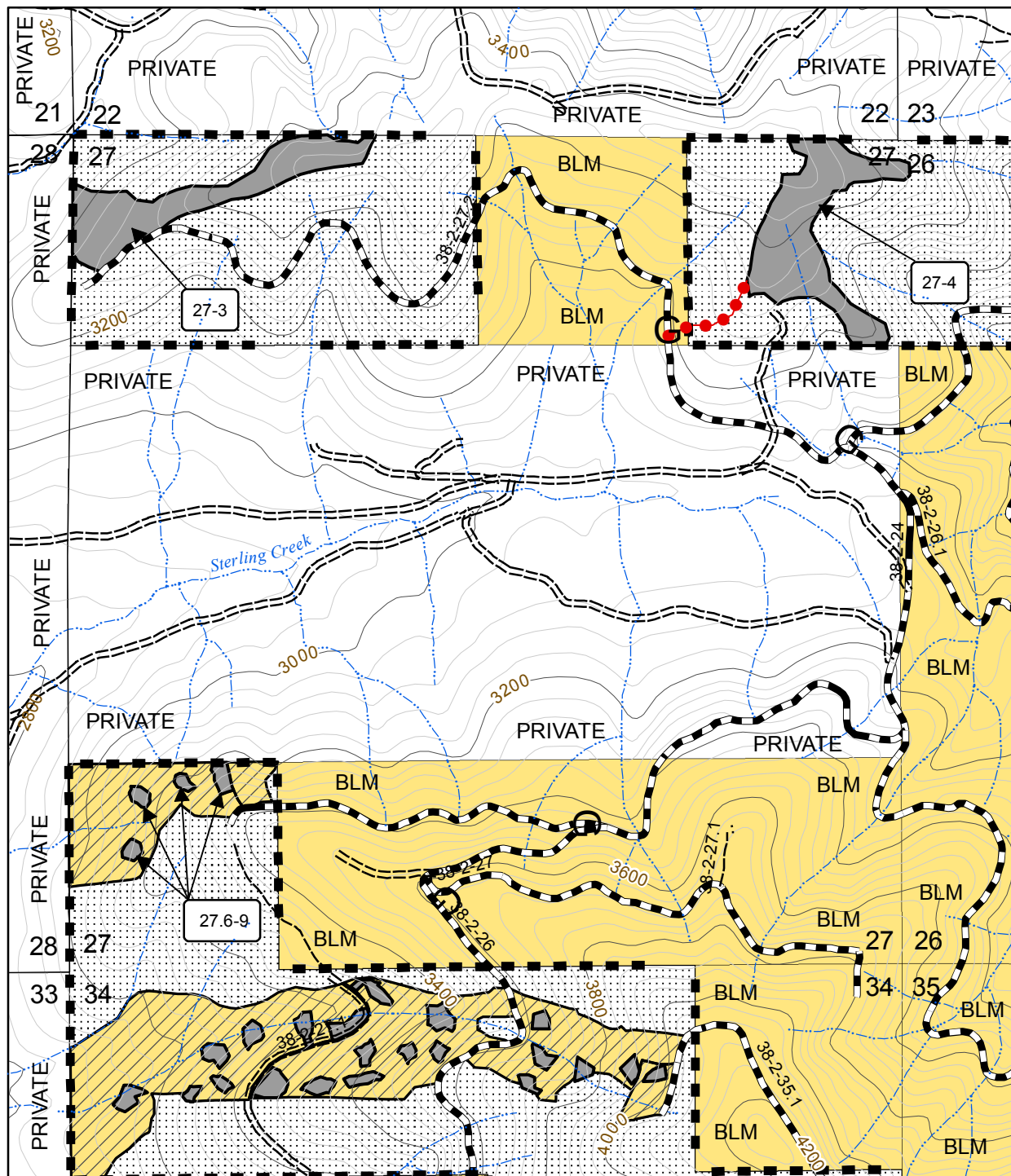
RESERVE AREA.....786.00 AC.

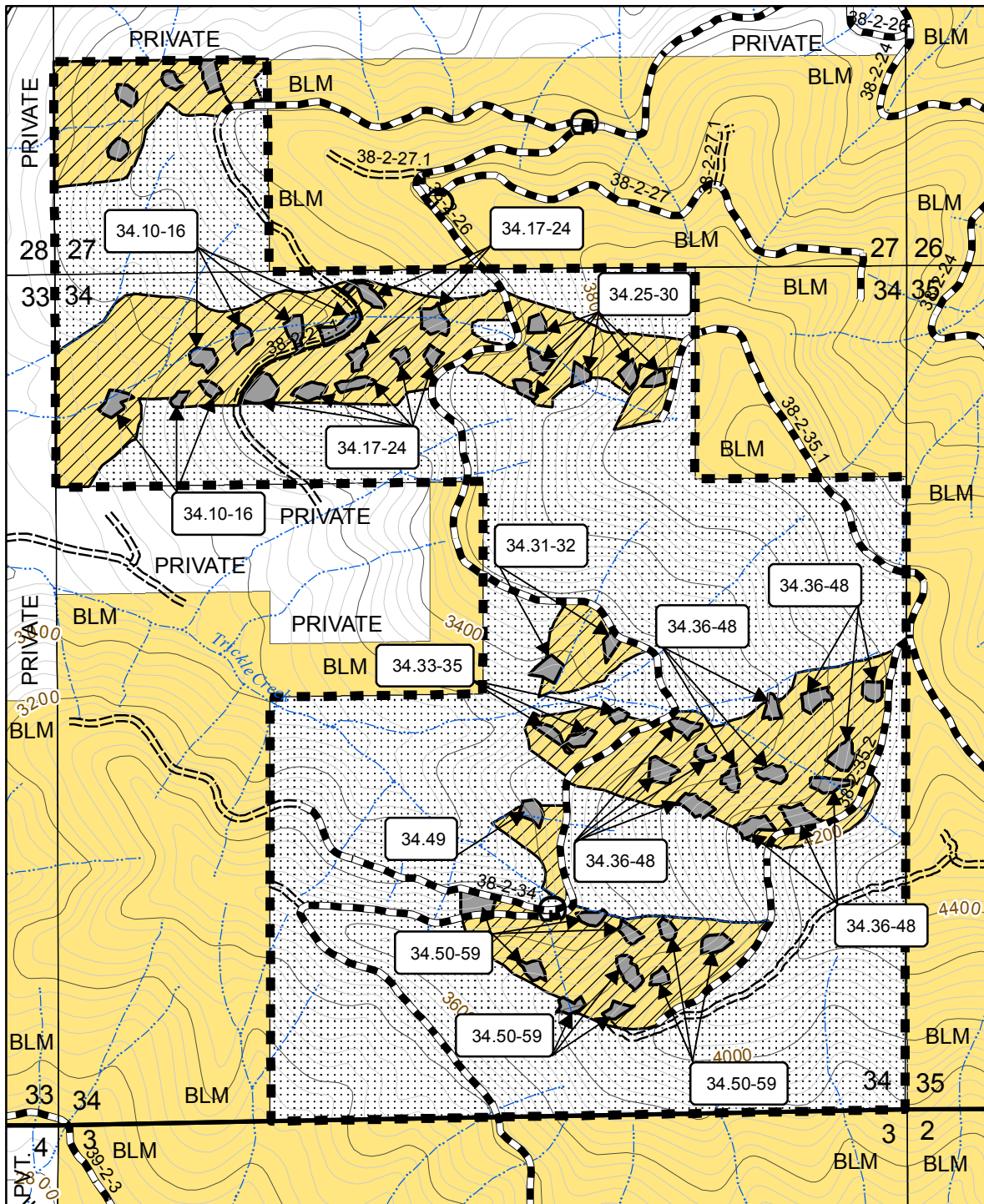
TOTAL CONTRACT AREA.....1,044.00 AC.

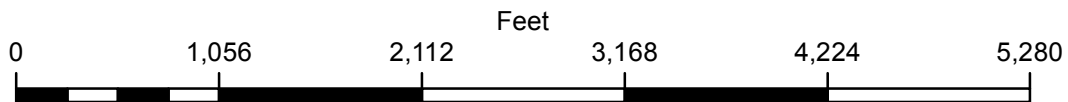
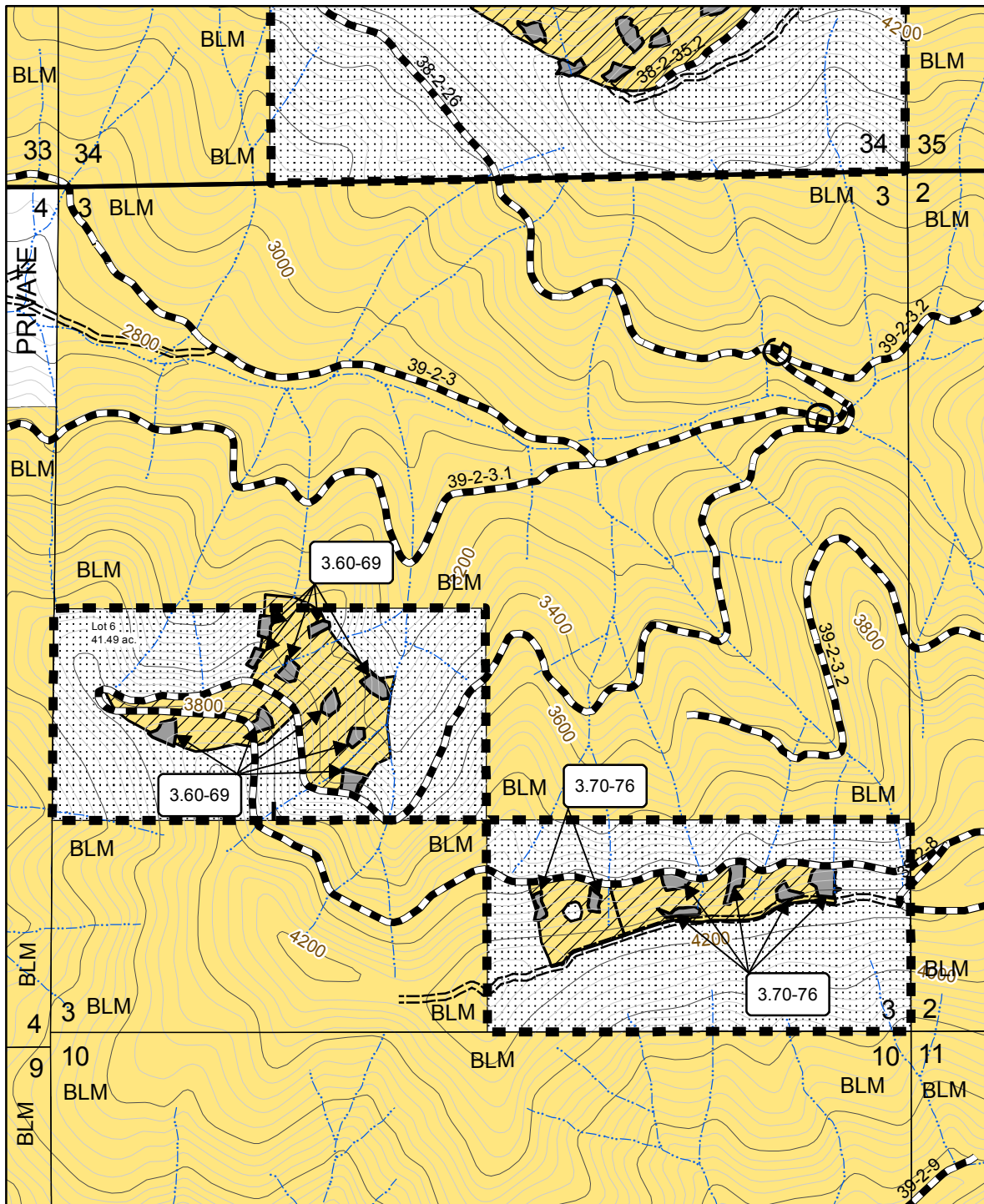
U.S.D.I. BLM MEDFORD DISTRICT SALE
STERLING SWEEPER TIMBER SALE
T.38S., R.2W. SEC. 26, 27, 34
T.39S., R.2W. SEC. 3, 9, 10, 14

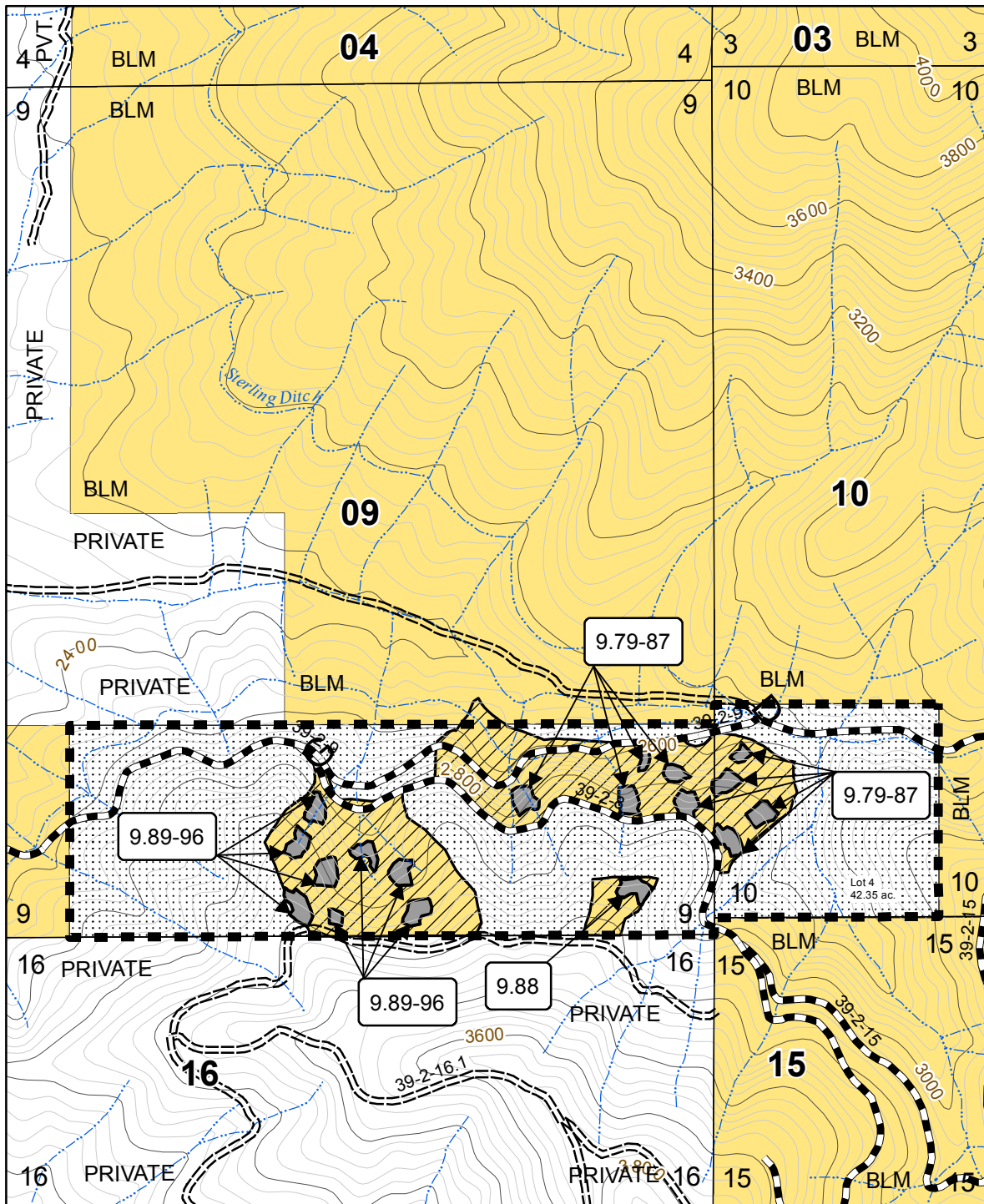
TIMBER SALE CONTRACT MAP
CONTRACT NO. ORM06-TS-2013-03
EXHIBIT A
PAGE 2 OF 7

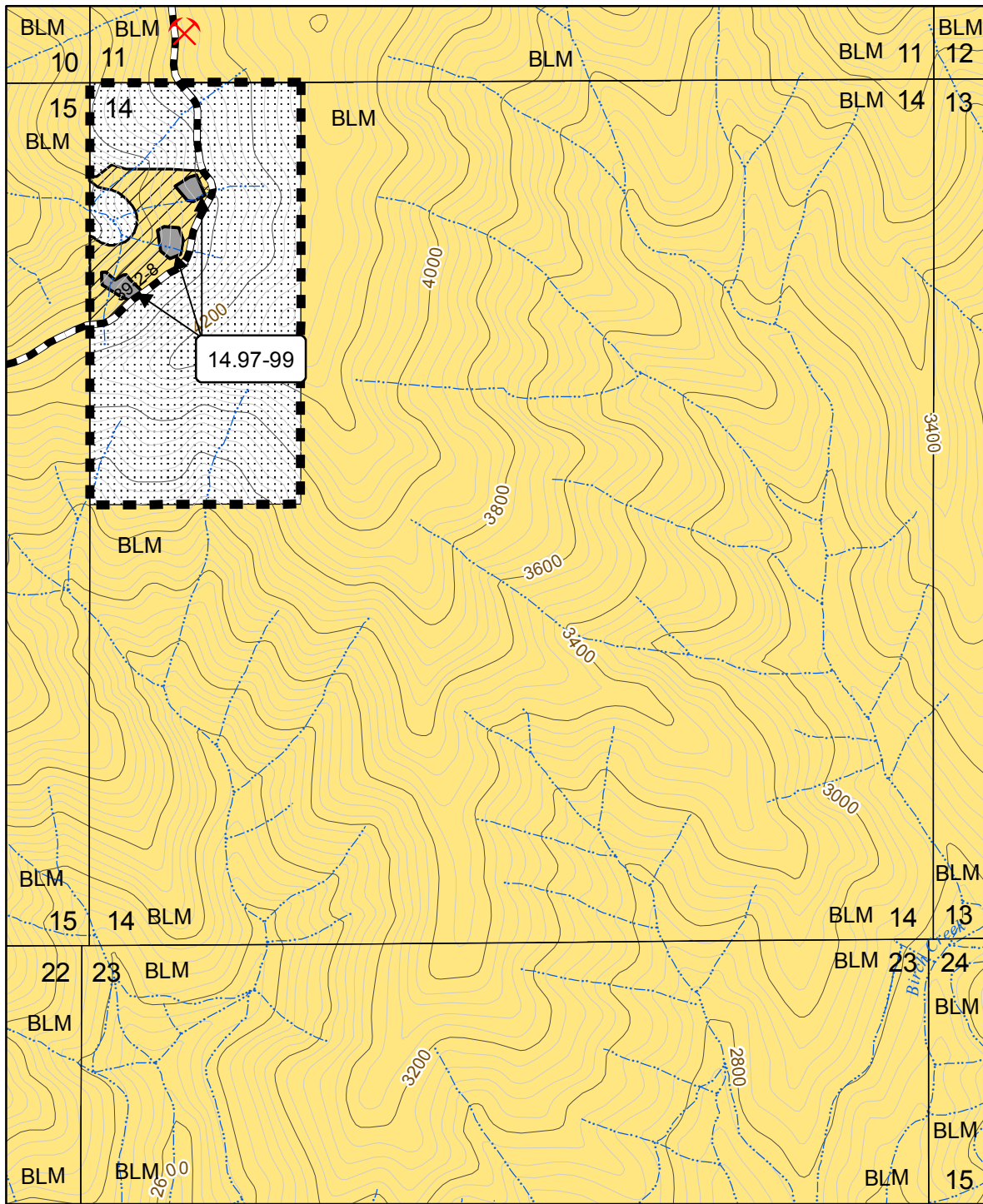
Unit 27-3	11 AC.	Tractor
Unit 27-4	12 AC.	Tractor
Unit 27.6-9	1.0 AC.	Cable
Unit 34.10-16	3.0 AC.	Cable
Unit 34.17-24	3.0 AC.	Cable
Unit 34.25-30	2.0 AC.	Cable
Unit 34.31-32	1.0 AC.	Cable
Unit 34.33-35	1.0 AC.	Cable
Unit 34.36-48	5.0 AC.	Cable
Unit 34.49	1.0 AC.	Cable
Unit 34.50-59	3.0 AC.	Cable
Unit 3.60-69	3.0 AC.	Cable
Unit 3.70-76	2.0 AC.	Cable
Unit 9.79-87	3.0 AC.	Cable
Unit 9.88	1.0 AC.	Cable
Unit 9.89-96	3.0 AC.	Cable
Unit 14.97-99	2.0 AC.	Cable
TOTAL	57.00 AC.	











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

Medford
Sterling Sweeper
ORM06-TS13-03

Exhibit B

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

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

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	1,023		
Sale Totals	1,023		

Unit Details (16' MB)

Unit 14.97-99 2 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	43		
Unit Totals	43		

Unit 27.6-9 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	19		
Unit Totals	19		

Unit 27-3 11 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	46		
Unit Totals	46		

Unit 27-4 12 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	67		
Unit Totals	67		

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

Medford
Sterling Sweeper
ORM06-TS13-03

Unit 3.60-69 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	79		
Unit Totals	79		

Unit 3.70-76 2 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	76		
Unit Totals	76		

Unit 34.10-16 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	31		
Unit Totals	31		

Unit 34.17-24 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	91		
Unit Totals	91		

Unit 34.25-30 2 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	66		
Unit Totals	66		

Unit 34.31-32 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Unit Totals	15		

Unit 34.33-35 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	29		
Unit Totals	29		

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

Medford
Sterling Sweeper
ORM06-TS13-03

Unit 34.36-48 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	155		
Unit Totals	155		

Unit 34.49 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Unit Totals	15		

Unit 34.50-59 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	122		
Unit Totals	122		

Unit 9.79-87 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	67		
Unit Totals	67		

Unit 9.88 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	6		
Unit Totals	6		

Unit 9.89-96 3 Acres Value per Acre : \$0.00

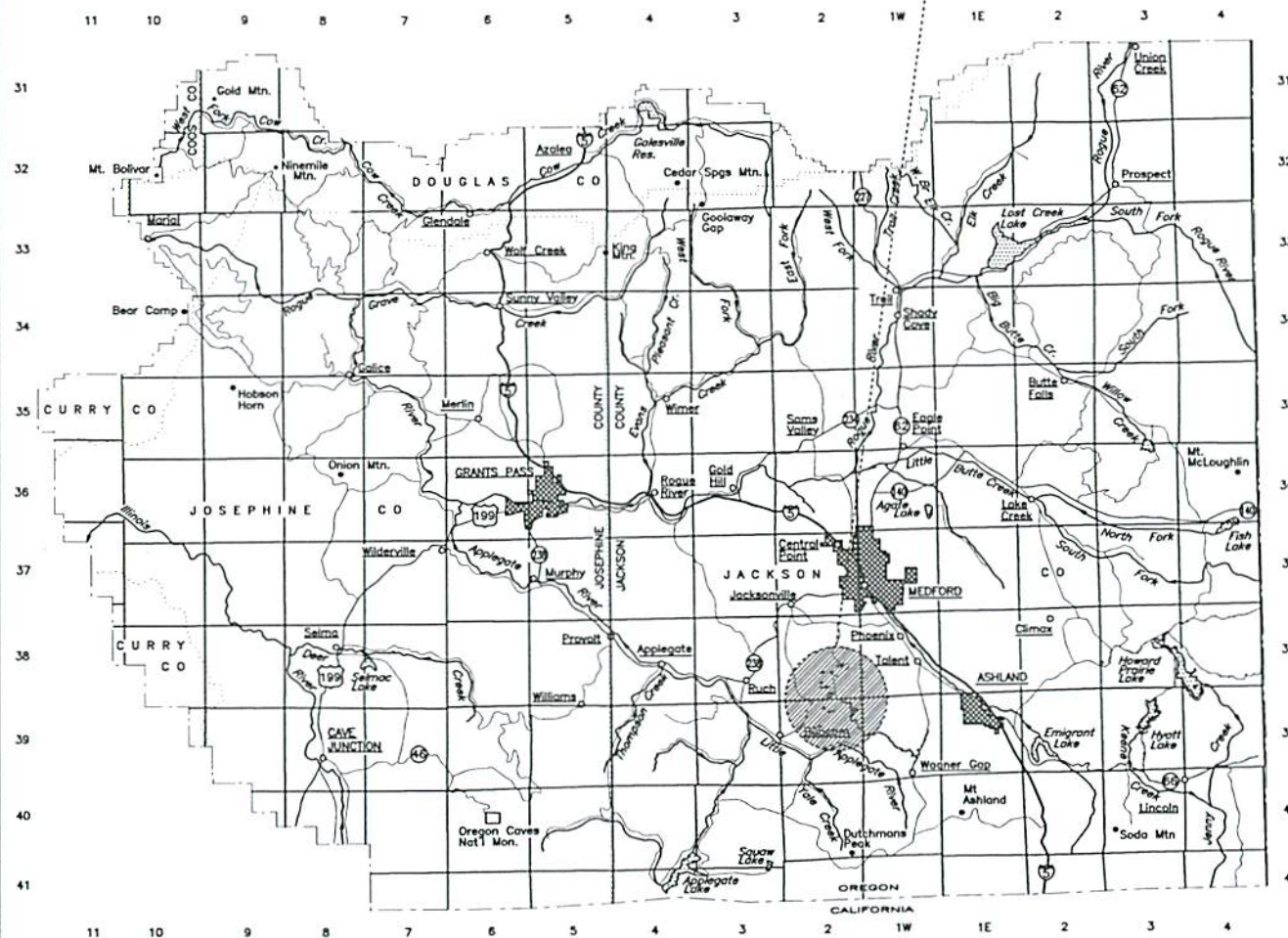
Species	Net Volume	Bid Price	Species Value
Douglas-fir	96		
Unit Totals	96		

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT
STERLING SWEEPER TIMBER SALE
TRACT NO. 13-03

EXHIBIT D-1
SHEET 1 OF 1

PROJECT LOCATION

Exhibit No.	Description
D 1	TITLE SHEET
D 2	ROAD MAINTENANCE SPECIFICATIONS
D 3	ROAD MAINTENANCE MAP



ALWAYS
THINK
SAFETY



REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		
	TITLE SHEET		
	DESIGNED <i>[Signature]</i>		
	REVIEWED <i>[Signature]</i>		
	APPROVED <i>[Signature]</i>		
	DRAWN BY JWR	SCALE AS SHOWN	
	DATE DEC 2012	SHEET 1 OF 1	
	DRAWING NO. OR-110-TS13-03-D1		

**SPECIFICATION
TABLE OF CONTENTS**

Section 3000	General	Sheet 2
Section 3100	Operational Maintenance	Sheet 2
Section 3200	Seasonal Maintenance	Sheet 4
Section 3300	Final Maintenance	Sheet 5
Section 3400	Other Maintenance	Sheet 5

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C)(2) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism, shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3103 - The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools.

3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

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

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

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

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

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

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

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

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

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.
- 3108a - The Purchaser shall perform logging operations on gravel bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

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

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section. The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions (Sections 3000, 3100, 3200, and 3300 of the maintenance specifications) have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.
- 3302 - The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

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

OTHER MAINTENANCE - 3400

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

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

- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds² of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
38-2W-26.00	0.00	5.64
38-2W-27.01	0.00	0.94
38-2W-27.02	0.00	1.11
38-2W-35.01	0.00	1.29
38-2W-35.02	0.00	0.57
39-2W-08.00	0.28	4.40
39-2W-08.00	7.19	8.75
39-2W-16.01	0.00	1.05
39-2W-16.02	0.00	0.77
39-2W-17.00	0.00	1.10

During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering, based on equipment rental rates from current BLM Timber Appraisal Production Cost Schedules.

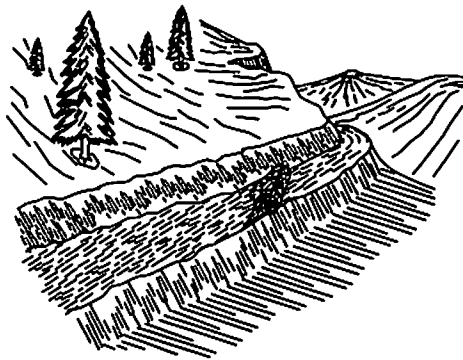
- 3403a - During dry hauling conditions when the authorized officer determines watering is not required, the Purchaser shall reduce hauling speeds to 5 MPH and/or restrict the number of loads hauled to 2 per day on the following road:

Road No.	From M.P./STA	To M.P./STA
38-2W-26.00	0.00	5.64
38-2W-27.01	0.00	0.94
38-2W-27.02	0.00	1.11
38-2W-35.01	0.00	1.29
38-2W-35.02	0.00	0.57
39-2W-08.00	0.28	4.40
39-2W-08.00	7.19	8.75
39-2W-16.01	0.00	1.05
39-2W-16.02	0.00	0.77
39-2W-17.00	0.00	1.10

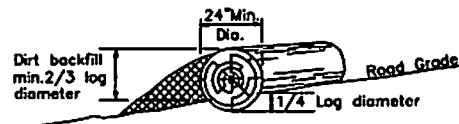
Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received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

- 3404 - The Purchaser may at his option and expense, substitute lignin sulfonate, magnesium chloride, or bituminous dust palliatives for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is received from the Authorized Officer. Such authorization shall include approval of product specifications for the application of the product to be used. Multiple applications may be required to maintain the conditions specified in Subsection 3403.

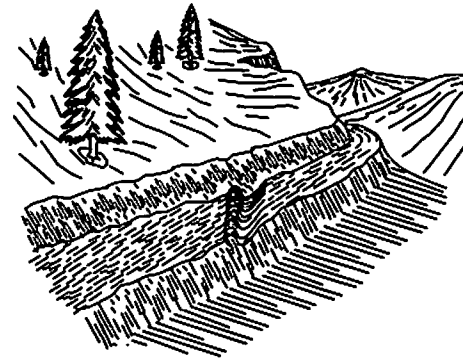




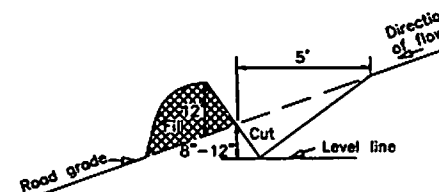
LOG BARRICADE



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".

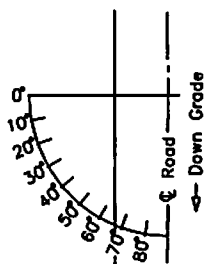


WATER BAR



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

Sweeper

Tract No : 13-03
Sale Name: Sterling

Prep. By : John McNeel
Sale Date: January 2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1. Road Use - Amortization: (1) \$2454.00/1023 MBF = \$2.40/MBF 1/
(RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

<u>\$2967.71</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	=	<u>\$2967.71</u>
(2.1)		(3.1)		(4.1)		(5.1)		(RC-2c)

3. Rockwear Obligation:

<u>\$0.00</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	=	<u>\$0.00</u>
(4.2)		(5.2)		(7.1)		(7.2)		(RC-2g)

4. Other Maintenance Payments:

Total (6)	=	<u>\$0.00</u>
		(RC-3a)

5. Purchaser Maintenance Allowances:

(7.3A) Move In	\$337.48
(7.3B) Culverts, Catch Basins, Downspouts	\$0.00
(7.3C) Grading, Ditching	\$933.33
(7.3D) Slide Removal and Slump Repair	\$0.00
(7.3E) Dust Palliative (Water)	\$3116.52
(7.3F) Surface Repair (Aggregate)	\$0.00
(7.3G) Dust Palliative (Bituminous, Lignin, MgCl)	\$0.00
(7.3H) Other	\$900.00

Total (7.3)	=	<u>\$5287.33</u>
		(RC-2a & Ex D)

(2+3+4+5) Total = \$8,255.04/1023 MBF = \$8.07/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:\Ashland\Engineering Projects\2012\Timber Sales\Sterling Sweeper\RdMtnc\Sterling.mdc

OR110-9113-1

1. Road Use Fees - Amortization

R/W Number	Road Number	Rd Use Fee x	Vol MBF	Road Use = Obligation
M-660	39-2W-16.01	5.67	100	\$567.00
M-660	39-2W-16.02	18.87	100	\$1887.00

(1) Subtotal \$2454.00

2. BLM Maintenance - Timber Haul 1/ 2/ 3/ 4/ 5/

Road Number and Segment	A Surf N Type	Maint Mi	Vol x Fee x MBF	Total = Maint
39-2-17.00	A ASC	1.10	1.13 103	\$128.03
39-2-08.00	A ASC	1.61	1.13 76	\$138.27
39-2-08.00	A ASC	0.96	1.13 43	\$46.65
39-2-08.00	A ASC	1.11	1.13 110	\$137.97
39-2-08.00	A BST1	0.28	0.65 213	\$38.77
38-2-35.02	A ASC	0.33	1.13 277	\$103.29
38-2-35.01	A ASC	0.62	1.13 343	\$240.31
38-2-34.00	A ASC	0.38	1.13 10	\$4.29
38-2-27.02	A ASC	0.30	1.13 113	\$38.31
38-2-27.01	A ASC	0.28	1.13 31	\$9.81
38-2-27.01	A ASC	0.45	1.13 50	\$25.43
38-2-26.00	A ASC	0.25	1.13 122	\$34.47
38-2-26.00	A ASC	0.47	1.13 137	\$72.76
38-2-26.00	A ASC	0.57	1.13 228	\$146.85
38-2-26.00	A ASC	0.51	1.13 278	\$160.21
38-2-24.00	A BST1	1.08	0.65 419	\$294.14
38-2-24.00	A BST1	0.38	0.65 697	\$172.16
38-2-24.00	A BST1	1.20	0.65 810	\$631.80
39-2-16.01	N NAT	1.05	0.79 103	\$85.44
39-2-16.02	N NAT	0.40	0.79 103	\$32.55
39-2-16.02	N NAT	0.37	0.79 6	\$1.75
38-2-26.00	A ASC	0.13	1.13 93	\$13.66
38-2-26.00	A ASC	2.39	1.13 79	\$213.36
38-2-26.00	A ASC	0.18	1.13 39	\$7.93
38-2-26.00	A ASC	0.32	1.13 40	\$14.46
38-2-27.01	A ASC	0.13	1.13 16	\$2.35
38-2-27.01	A ASC	0.10	1.13 15	\$1.70
38-2-27.02	N ASC	1.07	1.30 46	\$63.99
38-2-35.01	A ASC	0.62	1.13 66	\$46.24
38-2-35.02	A ASC	0.22	1.13 122	\$30.33
39-2-08.00	A ASC	0.35	1.13 77	\$30.45

(2.1) Subtotal \$2967.71

1/ Enter list of roads in Sec. 41(RC-2).

2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.

3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

3. BLM Maintenance - Rock Haul 1/ 2/ 3/

Road Number and Segment	A Surf N Type	Maint Mi x	Vol Fee x C.Y.	Total = Maint
----------------------------	------------------	---------------	----------------------	------------------

(3.1) Subtotal

1/ Enter list of roads in Section 41(RC-2).

2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.

3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

4. Third Party Maintenance and Rockwear - Timber Haul 1/

MAINTENANCE (4.1)						ROCKWEAR (4.2) 2/ 3/			
Road Number	A	Maint	Vol	Total		Rkwear Vol	Total		
and Segment	N	Mi	x Fee	x MBF =	Maint	Mi	x Fee	x MBF =	Rkwear

(4.1) Subtotal (4.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

5. Third Party Maintenance and Rockwear - Rock Haul 1/

MAINTENANCE (5.1)						ROCKWEAR (5.2) 2/ 3/			
Road Number	A	Maint	Vol	Total		Rkwear Vol	Total		
and Segment	N	Mi	x Fee	x C.Y. =	Maint	Mi	x Fee	x C.Y. =	Rkwear

(5.1) Subtotal (5.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

6. Other Maintenance Payments - USFS or Others Perform Maintenance

Agreement	Fee	Fee	Vol	Maint
Number	Road Number	MBF/Mi x Mi =	/MBF x Hauled =	Cost

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)						ROCK HAUL (7.2) 2/ 3/			
Road No	1/	A	RkWear	Vol	Total		Rkwear	Vol	Total
and Segment	N	Mi	x Fee	x MBF =	RkWear	Mi	x Fee	x C.Y. =	Rkwear
39-2W-16.01	N	1.05	0.00	110	\$0.00	0.00	0.00	0	\$0.00
39-2W-16.2	N	0.77	0.00	110	\$0.00	0.00	0.00	0	\$0.00

(7.1) Subtotal \$0.00 (7.2) Subtotal \$0.00

- 1/ List all purchaser maintained roads and enter list in Section 41(RC-2a). Don't repeat any BLM maintained roads listed on appraisal. List may include new const. roads without fees.
 2/ All surfaced roads have a rockwear fee, except no rockwear fee is charged for rock haul on roads surfaced or resurfaced under this timber sale.
 3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

7. 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, RC-2a and RC-2h strips. Note in prospectus.

7.3A Move In

Equipment 1/	No	Move	Cost/	Dist	Sub-
	Units	x in	50 Mi	x Factor =	total
Motor Grader:	1	1	\$356.00	0.59	\$210.04
Back Hoe:	1		\$356.00	0.59	\$0.00
Loader:			\$356.00	0.59	\$0.00
Water Truck:	1	1	\$216.00	0.59	\$127.44
Dump Truck 2/:			\$228.00	0.59	\$0.00

(7.3A) Total \$337.48

- 1/ Equipment limited to that allowed in Exhibit D. Refer to Sch. 20 Table 2.
 2/ Dump truck is allowable for surface repair only.

Miles	x	Cost/Mi	=	Subtotal
264.30				\$0.00

(7.3B) Total \$0.00

1/ Does not include purchase or installation of culvert pipe. Refer to Sch. 20 Table 32.

7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	x	Cost/Mi	x	Freq	=	Subtotal
Blade Road:	1.82		512.82		1		\$933.33
Blade Ditch:	0.00		139.08		0		\$0.00

(7.3C) Total \$933.33

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

7.3D 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	137.80		\$0.00
Loader:	0	0	89.31		\$0.00
Backhoe:	0	0	64.75		\$0.00

(7.3D) Total \$0.00

1/ Maximum haul is 15 sta. yds. Use grader or front end loader only. Dump truck not allowed in specifications. Refer to Sch. 20 Table 28.

7.3E Dust Palliative (Water) 1/

Spreading Hours

Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
10.00		5		2.0		12		1		24.0
Load & Haul-Roundtrip =				2.0		6		1		12.0
Fixed Hours (3000 Gal. tanker)										
										Total Hours = 36.0

Truck Cost: \$86.57/Hr. x 36.0 Hours = \$3116.52

(7.3E) Total \$3116.52

1/ Allow water for all BLM maint. non-oiled roads. Subsection 3403 requires 0.50 gal/syd.

7.3F Surface Repair (Aggregate)

Production Cost: 1/	0 C.Y. x \$0.00/C.Y.	=	\$0.00
Haul to Stockpile:	0 C.Y. x \$2.32/C.Y. x 0.00 Mi	=	\$0.00
Stockpile:	0 C.Y. x \$1.25/C.Y.	=	\$0.00
Load from Stockpile:	0 C.Y. x \$1.38/C.Y.	=	\$0.00
Haul from Stockpile:	0 C.Y. x \$2.32/C.Y. x 0.00 Mi	=	\$0.00
Process with Grader:	0 C.Y. x \$0.77/C.Y.	=	\$0.00

(7.3F) Total \$0.00

1/ Use unit cost from Road Construction Cost Guide.

7.3G Dust Palliative (Bituminous, Lignin, Magnesium Chloride)

(7.3G) Total

7.3H 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
Three Trench Barricades	Misc. L.S. = \$900.00

(7.3H) Total \$900.00

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



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

District : Medford
Sale Name : Sterling Sweeper
Sale Date : 01/17/2013
Appraisal Method : 16' MBF

Contract # : ORM06-TS13-03
Job File # : ADP289
Master Unit : Jackson
Planning Unit : Ashland

Contents

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

Medford
Sterling Sweeper
ORM06-TS13-03

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	38S	2W	26	NW1/4 NW1/4.
O&C	38S	2W	27	NE1/4 NE1/4, N1/2 NW1/4, SW1/4 SW1/4.
O&C	38S	2W	34	NW1/4 NE1/4, S1/2 NE1/4, N1/2 NW1/4, E1/2 SW1/4,SE1/4.
O&C	39S	2W	3	NW1/4 SW1/4, Lot 6, S1/2 SE1/4.
O&C	39S	2W	9	SE1/4 SW1/4, S1/2 SE1/4.
O&C	39S	2W	10	Lot 4.
O&C	39S	2W	14	W1/2 NW1/4.

Cutting Volume (16' MBF)

Unit	DF								Total	Regen	Partial	ROW
27-3	46								46	0	11	0
27-4	67								67	0	12	0
27.6-9	19								19	1	0	0
34.10-16	31								31	3	0	0
34.17-24	91								91	3	0	0
34.25-30	66								66	2	0	0
34.31-32	15								15	1	0	0
34.33-35	29								29	1	0	0
34.36-48	155								155	5	0	0
34.49	15								15	1	0	0
34.50-59	122								122	3	0	0
9.79-87	67								67	3	0	0
9.88	6								6	1	0	0
9.89-96	96								96	3	0	0
14.97-99	43								43	2	0	0
3.60-69	79								79	3	0	0
3.70-76	76								76	2	0	0

Totals	1,023								1,023	34	23	0
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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Medford
Sterling Sweeper
ORM06-TS13-03

Logging Costs per 16' MBF

Stump to Truck	\$ 174.56
Transportation	\$ 42.24
Road Construction	\$ 0.00
Road Amortization	\$ 0.00
Road Maintenance	\$ 8.07

Other Allowances :

Fuels Treatment	\$ 11.07
Misc	\$ 1.11
Other Costs	\$ 4.40
Total Other Allowances :	\$ 16.58

Total Logging Costs per 16' MBF

\$ 241.45

Utilization Centers

Center #1 : White City 54 Miles
Center #2 0 Miles
Weighted distance to Utilization Centers 54

Length of Contract

Cutting and Removal Time 36 Months
Personal Property Removal Time 6 Months

Profit & Risk

Total Profit & Risk 11 %
Basic Profit & Risk 11 % + Additional Risk 0 %
Back Off 0 %

Tract Features

Avg Log Douglas-fir : 94 bf All : 94 bf
Recovery Douglas-fir : 90 % All : 90 %
Salvage Douglas-fir : 0 % All : 0 %
Avg Volume (16' MBF per Acre) 18
Avg Yarding Slope 50 %
Avg Yarding Distance (feet) 420
Avg Age 120
Volume Cable 89 %
Volume Ground 11 %
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 Worman, Parks
Date 10/10/2012
Type of Cruise BLM 100%
County, State Jackson, OR

Net Volume

Green (16' MBF) 1,023
Salvage (16' MBF) 0
Douglas-fir Peeler 31
Export Volume 0
Scaling Allowance (\$0.75 per 16' MBF) \$767.25

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Sterling Sweeper
ORM06-TS13-03

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
DF	3,045	1,023	\$ 493.00	\$ 54.23	\$ 241.45	\$ 0.49		\$ 197.80	\$ 202,349.40
Totals	3,045	1,023							\$ 202,349.40

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir			3.0	66.0	29.0	2.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir	4	1

Appraised By : Worman, Aaron	Date : 12/05/2012
Area Approval By : Worman, Aaron	Date : 12/05/2012
District Approval By :	Date :

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

Medford
Sterling Sweeper
ORM06-TS13-03

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	3,045	1,023	832	1,708
Total	3,045	1,023	832	1,708

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,134	3,045	372	0.0	1,082	11,570	94

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
11,570	665	12,235	4.0	1,023	1,134	90 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,134	3,045	372	18.2	1,082	11,570	94

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
11,570	665	12,235	4.0	1,023	1,134	90 %

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Sterling Sweeper
ORM06-TS13-03

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
27-3		11		11
27-4		12		12
27.6-9	1			1
34.10-16	3			3
34.17-24	3			3
34.25-30	2			2
34.31-32	1			1
34.33-35	1			1
34.36-48	5			5
34.49	1			1
34.50-59	3			3
9.79-87	3			3
9.88	1			1
9.89-96	3			3
14.97-99	2			2
3.60-69	3			3
3.70-76	2			2
Totals :	34	23		57

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

Medford
Sterling Sweeper
ORM06-TS13-03

Exhibit B

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

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

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	1,023		
Sale Totals	1,023		

Unit Details (16' MB)

Unit 14.97-99 2 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	43		
Unit Totals	43		

Unit 27.6-9 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	19		
Unit Totals	19		

Unit 27-3 11 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	46		
Unit Totals	46		

Unit 27-4 12 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	67		
Unit Totals	67		

Medford
Sterling Sweeper
ORM06-TS13-03

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	79		
Unit Totals	79		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	76		
Unit Totals	76		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	31		
Unit Totals	31		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	91		
Unit Totals	91		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	66		
Unit Totals	66		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Unit Totals	15		

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	29		
Unit Totals	29		

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Unit 34.36-48 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	155		
Unit Totals	155		

Unit 34.49 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Unit Totals	15		

Unit 34.50-59 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	122		
Unit Totals	122		

Unit 9.79-87 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	67		
Unit Totals	67		

Unit 9.88 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	6		
Unit Totals	6		

Unit 9.89-96 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	96		
Unit Totals	96		

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

Medford
Sterling Sweeper
ORM06-TS13-03

Sale Volume Totals

57 Acres 34 Regen 23 Partial 0 R/W 17 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	3,045	11,570	665	1,023	1,082	1,134	832	880	922	1,708	1,804	1,896
Totals	3,045	11,570	665	1,023	1,082	1,134	832	880	922	1,708	1,804	1,896

Unit Totals

Unit : 27-3 11 Acres 0 Regen 11 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	569	1,462	45	50	49	46
Unit Totals	569	1,462	45	50	49	46

Unit : 27-4 12 Acres 0 Regen 12 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	674	1,732	65	73	71	67
Unit Totals	674	1,732	65	73	71	67

Unit : 27.6-9 1 Acres 1 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	108	340	22	21	20	19
Unit Totals	108	340	22	21	20	19

Unit : 34.10-16 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	112	441	30	35	32	31
Unit Totals	112	441	30	35	32	31

Unit : 34.17-24 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	231	965	51	99	97	91
Unit Totals	231	965	51	99	97	91

**UNITED STATES
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BUREAU OF LAND MANAGEMENT**

Medford
Sterling Sweeper
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Unit : 34.25-30 2 Acres 2 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	88	407	61	77	70	66
Unit Totals	88	407	61	77	70	66

Unit : 34.31-32 1 Acres 1 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	46	208	4	15	15	15
Unit Totals	46	208	4	15	15	15

Unit : 34.33-35 1 Acres 1 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	36	222	2	31	30	29
Unit Totals	36	222	2	31	30	29

Unit : 34.36-48 5 Acres 5 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	213	936	153	177	163	155
Unit Totals	213	936	153	177	163	155

Unit : 34.49 1 Acres 1 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	26	131	2	16	16	15
Unit Totals	26	131	2	16	16	15

Unit : 34.50-59 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	134	820	39	133	128	122
Unit Totals	134	820	39	133	128	122

Unit : 9.79-87 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	167	814	32	73	71	67
Unit Totals	167	814	32	73	71	67

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Unit : 9.88 1 Acres 1 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	65	171	5	7	6	6
Unit Totals	65	171	5	7	6	6

Unit : 9.89-96 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	220	1,205	38	108	103	96
Unit Totals	220	1,205	38	108	103	96

Unit : 14.97-99 2 Acres 2 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	50	255	30	48	46	43
Unit Totals	50	255	30	48	46	43

Unit : 3.60-69 3 Acres 3 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	143	683	47	87	84	79
Unit Totals	143	683	47	87	84	79

Unit : 3.70-76 2 Acres 2 Regen 0 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	163	778	39	84	81	76
Unit Totals	163	778	39	84	81	76

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

Medford
Sterling Sweeper
ORM06-TS13-03

Stump to Truck Costs

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 178,572.22	1,023	\$ 174.56

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Med Twr=40-70	GMBF	835	\$ 175.50	\$ 146,542.50
Shovel	GMBF	127	\$ 125.68	\$ 15,961.36
Track Skidder	GMBF	120	\$ 103.80	\$ 12,456.00
Subtotal				\$ 174,959.86

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Lift trees	Each	5	\$ 175.00	\$ 875.00
Dir. Felling	MBF	102	\$ 9.68	\$ 987.36
Subtotal				\$ 1,862.36

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	2	\$ 625.00	\$ 1,250.00
Dozer	1	\$ 500.00	\$ 500.00
Subtotal			\$ 1,750.00

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

Medford
Sterling Sweeper
ORM06-TS13-03

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$16,962.44	1,023	\$16.58	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 3	\$ 11,322.44	\$ 11.07	N	\$ 0.00
Subtotal	\$ 11,322.44	\$ 11.07		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Seed and Mulch	\$ 1,140.00	\$ 1.11	N	\$ 0.00
Subtotal	\$ 1,140.00	\$ 1.11		\$ 0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Skid Location	\$ 100.00	\$ 0.10	N	\$ 0.00
Landing Clean up	\$ 600.00	\$ 0.59	N	\$ 0.00
Additional Tractor Time	\$ 1,350.00	\$ 1.32	N	\$ 0.00
Equipment Washing	\$ 300.00	\$ 0.29	N	\$ 0.00
Waterbar Skids	\$ 450.00	\$ 0.44	N	\$ 0.00
Down Wood / Snag Falling	\$ 1,700.00	\$ 1.66	N	\$ 0.00
Subtotal	\$ 4,500.00	\$ 4.40		\$ 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
Sterling Sweeper
ORM06-TS13-03

General

Yarding & Loading

Terrain and road system access will require additional moving of yarder and dozer.
Lift trees may be required in units 27.6-9, 34.10-16,36-48 and 50-59.

Road Costs

(see Engineering Appraisal for details).

Transportation

Added 4 extra miles due to various haul route possibilities.

(see Transportation appendix for details).

Other Allowances

Seed and mulch; \$8/lb for seed, 20 lb per acre x 4 acres = \$640 . Mulch; \$250/ton require 1000lb per acre; \$125 x 4 acres = \$500. Total seed and mulch 4 ac = \$1,140.

Snag felling- approx. 80 trees @ 15 min. per tree. Additional tractor time for possible tail hold and moving between units.

Prospectus

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

LUMP SUM SALE

Name of Bidder
Tract Number ORM06-TS13-03
Sale Name Sterling Sweeper
Sale Notice (dated) 02/27/2013
BLM District Medford

☐ Sealed Bid for Sealed Bid Sale	☒ Written Bid for Oral Auction Sale
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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 **\$20,300.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas Fir	MBF	1,023	X	=	X	=
TOTAL		1,023	X	=	X	=
			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)

☐ Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
☐ Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
☐ 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.