PROSPECTUS

DXP SCALED-SALE **SBA SET ASIDE**

GRANTS PASS RESOURCE AREA JOSEPHINE MASTER UNIT

Medford Sale # ORM07- TS14-05 April 24, 2014 (JCJ)

Brimstone Salvage, (5900) Josephine County, O&C

BID DEPOSIT REQUIRED: \$71,600.00

All timber designated for cutting in SE½NW½, NE½SW½, S½ SW½ Section 13, NE½, E½NW½, SW½, NW½SE½ Section 23, SE½NW½, NE½SW½ Section 27, T. 34 S., R. 7 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
10,399	2,421	Douglas-fir	2,882	\$246.90	\$711,565.80
706	95	Sugar pine	111	\$23.70	\$2,630.70
81	71	Ponderosa pine	84	\$19.90	\$1,671.60
11,186	2,587	Totals	3,077		\$715,868.10

^{*}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 District Office.

<u>TIMBER AUCTION LOCATION</u> – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Rd., Medford, Oregon, at 9:00 a.m. on Thursday, April 24, 2014.

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.

<u>CRUISE INFORMATION</u> - The Timber has been cruised using the PCMTRE sampling method to select sample trees. The Douglas-fir in the Roadway units and Right of Way units have been cruised using the BLM 100% sampling method to cruise trees.

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume. The volume of Roadway units and Right of Way units have been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

Maps showing the location and description of the plots are available at the Grants Pass Interagency Office.

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

With respect to merchantable trees of all conifer species: the average tree is 17.0 inches DBHOB; the average gross merchantable log contains 110 bd. ft.; the total gross volume is approximately 3,860 M bd. ft; and 80% recovery is expected. With respect to merchantable DF trees: the average tree is 17.1 inches DBHOB; the average gross merchantable log contains 110 bd. ft.; the total gross volume is approximately 3,625 M bd. ft; and 80% recovery is expected.

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u> - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under 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.

<u>CUTTING AREA</u> – Thirteen (13) units containing one hundred thirty six (136) acres of salvage and two (2) right-of-ways must be cleared containing one (1) acre.

<u>CUTTING TIME</u> - Contract duration will be eighteen (18) months for cutting and removal of timber.

ACCESS – Access to the sale area is available via an existing BLM road; via Right-of-Way and Road Use Agreement M-1538 with Josephine County Forestry; via Right-of-Way and Road Use Agreement M-660 dated October 5,1962 with Hancock Timberland X Inc.; and via Right-of-Way and Road Use Agreement dated April 19, 1960 with Oregon Department of Forestry. Among other conditions, Agreement M-1538 with Josephine County Forestry requires completion of an agreement between the Purchaser and Permitee. Among other conditions, Agreement M-660 with Hancock Timberland X Inc. requires payment of a road use fee of \$222.19, road maintenance and rockwear fee of \$96.85, and completion of an agreement between the Purchaser and Permitee. Among other conditions, the Agreement with Oregon Department of Forestry dated April 19, 1960 requires completion of an agreement between the Purchaser and Permitee.

<u>ROAD MAINTENANCE</u> - The Purchaser will be required to pay a road rockwear fee of \$0.49 per thousand board feet log scale per mile for the use of these roads as shown in Section 42(C)(4). The Purchaser will be required to maintain all of the temporary roads which he constructs plus 16.68 miles of existing road. BLM will maintain 10.95 miles of roads listed in Section 42(C)(3). The Purchaser will be required to pay a road maintenance fee of \$0.71 per thousand board feet log scale per mile for the use of these roads.

<u>ROAD CONSTRUCTION AND RENOVATION</u> - The contract will require the Purchaser to renovate 16.68 miles of existing road and construct 0.31miles of temporary routes. Additional information is available in the timber sale prospectus. All temporary route construction, decommissioning, and barricade construction shall occur during the dry season of a single calendar year.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground-based harvesting, ground-based yarding, skyline based yarding, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning in Timber Sale Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting

winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, then the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

<u>EQUIPMENT REQUIREMENTS</u> – 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.

<u>SLASH DISPOSAL</u> - Slash disposal within the harvest units will consist of a combination of lop and scatter, hand pile and cover hand piles, hand pile burn, and cover and burn landing decks as described in SD-5 of the Special Provisions. Lop and scatter areas of high slash concentration within units. Hand pile and cover slash located in harvest units where a main road and/or ridgeline coincides with a harvest unit boundary. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed one hundred twenty two (122) acres of lop and scatter, fifteen (15) acres of hand pile and cover hand piles, fifteen (15) acres of hand pile burn and mop up, and thirty (30) acres of cover and burn landing piles.

<u>CONTRACT TERMINATION</u> - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

- No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. Tractor and cable yarding operations would be restricted to the dry season. See special provision L-18 and seasonal restriction matrix for more information.
- Delivered log lengths shall not exceed 41 feet.
- 4. A portion of units 23-1, 23-6, 23-15A, and 23-15B will be cable yarded from swing trails.
- 5. All leave trees will be selected by the Purchaser through Designation by Pescription (DxP) criteria as outlined in Exhibit E, except for the roadway clearing unit 34-7-23.1

which has already been blue marked (for cut tree removal). Unit 23-1 has orange marked trees that must be retained and are addressed in Exhibit E.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass, Oregon travel North on 7th street enter I-5 North, to exit 61 Merlin, travel the Merlin Galice Road, approximately 5 miles to Hugo Road, turn right on Hugo Road, travel approximately 3 miles to Quartz Creek Road BLM number 35-6-8 approximately 7.50 miles to Unit 23-8B to the start of the units on the eastside of the sale. To reach the unit on the west side of the sale continue on the Merlin Galice Road to approximately mile post 7, turn right on Hog Creek Road BLM number 35-7-11, travel 6.85 miles to the junction of BLM road 34-7-27.3 travel approximately 0.20 miles to Unit 27-24. To locate the rest of the units see Exhibit C2 sheet 1 and see Exhibit A, Brimstone Salvage Sale Location Map, and Grants Pass Resource Area transportation maps for more detailed information on roads and unit locations.

<u>ENVIRONMENTAL ASSESSMENT</u> - A categorical exclusion DOI-BLM-OR-M070-2014-002-CX was prepared for this sale. This document is available for inspection as background for this sale at the Medford District Office.

Seasonal Restriction Matrix

Brimstone Salvage T.S. ORM07- TS14-05



^{*} Operations will be suspended if unacceptable damage to residual trees occur.

Dry Condition Haul and Roadway Clearing = Hauling would not occur on all hydrologically connected roads when water is flowing in the ditchlines or during any conditions that would result in any of the following: surface displacement such as rutting or ribbons; continuous mud splash or tire slide; fines being pumped through road surfacing from the subgrade and resulting in a layer of surface sludge; road drainage causing a visible increase in stream turbidities, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events. Hauling on natural surface or rocked roads would not resume for a minimum of 48 hours following any storm event that results in ½ inch or more precipitation within a 24 hour period, and until road surface is sufficiently dry to prevent any of the above conditions from reoccurring.

<u>Dry Condition Yarding and Temporary Route Work</u> = Mechanical ground-based harvesting, ground-based yarding, skyline-based yarding, landing construction, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning activities would be restricted to the dry season, generally beginning in mid-May and ending mid-October. The dry season may be extended into the fall if wetting winter rains have not occurred, the weather forecast is monitored daily, and all winterization actions can reasonably occur prior to the season ending storm event.

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Sale Area	Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
	Manual Falling and Bucking*																								
All Units: 13-6, 13-	Cable Yarding, Mechanical																								
9, 13-10, 23-1, 23-	ground-based Harvesting,																						11		111
2A, 23-6, 23-8A,	Tractor Yarding, and																								
23-8B, 23-11, 23-	Rehabilitation Activities																								
15A, 23-15B, 23-	Looding Hauling and Dood	III		\overline{II}	111		$/\!\!/\!\!/$	II	$/\!\!/\!\!/$	II											111	11		III	
16, 27-24, 34-7-	Loading, Hauling, and Road Construction, Reconstruction,		$/\!\!/$		$/\!\!/$))	$\parallel \parallel$	$/\!\!/$		$/\!\!/\!\!/$												\parallel	$/\!\!/$		M
ROW	Decommissioning & Maintenance**																								

^{**} In-stream work periods for culvert cleaning are June 15th- September 15th

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 this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government:

- (A) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-1</u> Approximately ten (10) trees marked with orange paint above and below stump height in Unit 23-1 as shown on Exhibit A.
- (C) <u>IR-2</u> All timber except approximately one hundred eleven (111) Douglas-fir trees, marked for cutting heretofore by the Government with blue paint above and below stump height in roadway clearing Unit 34-7-23.1, as shown on Exhibit A.
- (D) <u>IR-6</u> All leave trees required to meet the Selection Criteria as outlined in Exhibit E, in harvest units as shown on Exhibit A.
- (E) <u>IR-6</u> All pre-existing dead and down wood required to meet the Selection Criteria as outlined in Exhibit E, in harvest units as shown on Exhibit A.
- (F) <u>IR-6</u> All snags required to meet the Selection Criteria as outlined in Exhibit E, in harvest units as shown on Exhibit A.
- (G) <u>IR-7</u> All green trees as defined in Exhibit E except approximately thirty six (36) green trees marked for cutting heretofore by the Government with blue paint above and below stump height in the clearing limits of temporary route 23-1 and temporary route 27-24A shown on Exhibit A.

Section 42.

(A) Log Exports

(1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end product uses; or (4) western red cedar lumber which does not meet lumber of American 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 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 remanufacturing of eight and three quarters (8-3/4) inches in thickness or less; or (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 "Certificate as to Nonsubstitution and the Domestic Processing of Timber." The original of such certificate shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

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) <u>L-1</u> 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. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of (7) or more days.
- (2) <u>L-3</u> All trees designated for cutting in salvage harvest units shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
- (3) <u>L-4</u> All conifer trees eight (8) inches or larger D.B.H.O.B. and not reserved in Section 41 nor in Exhibit E shall be felled in all salvage harvest units as shown on Exhibit A.
- (4) <u>L-6M</u> All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A.
- (5) <u>L-7</u> In the cable yarding areas of harvest units as shown on Exhibit A, all trees designated for cutting shall be manually felled. Ground-based yarding portions of harvest units as shown on Exhibit A may be felled mechanically using a harvester, feller-processor, or feller-buncher with the approval of the Authorized Officer and in accordance with the following specifications:
 - (a) Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less.
 - (b) Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(B)(7) of this contract.
 - (c) The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.

- (d) The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer.
- (6) <u>L-7MC</u> Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
Designated Area <u>CABLE UNITS</u> 13-6, 13-9, 13-10, 23-1, 23-2A, 23-6, 23-8A, 23-8B,23-11, 23-15A, 23-15B, 27-24	Yarding Requirements or Limitations Yarding shall 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. Yarding corridors shall be perpendicular to the contours. Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all yarding corridors, tail/lift trees, and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer. Directional falling toward the lead is required. Existing cable corridors shall be used whenever possible. Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds. Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline. Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads, swing trails, and/or temporary routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads. Directional falling to lead and away from streams will be required. All yarding corridors will be water-barred prior to seasonal winter rains.

GROUND BASED
UNITS

13-6, 23-1, 23-2A, 23-8A, 23-16

Delivered log lengths shall not exceed (41) feet.

Yarding tractor width shall not be greater than nine (9) feet track width and shall be equipped with an integral arch. Skid roads shall not exceed a width of twelve (12) feet on average per unit.

Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all new skid roads shall be pre-designated by the Purchaser and approved by the Authorized Officer. Yarding tractors shall operate only on tractor skid roads approved by the Authorized Officer.

Existing Skid roads shall be used when possible. New skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five (35) percent slope. Upon completion of harvest, utilized skid trails would be rehabilitated.

Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least seventy five (75) feet.

The use of blades while tractor yarding would not occur.

Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or temporary routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads.

Directional falling to lead and away from streams will be required. The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.

Delivered log lengths shall not exceed (41) feet.

ROADWAY CLEARING UNIT

34-7-23.1

Mechanical felling required with a single-grip felling head (a head that can hold and fully suspend the tree after it is cut).

Yarding shall be done with a system which will fully suspend both ends of the log clear of the ground during inhaul. The Purchaser shall not skid logs on any road, from ditchline to outside shoulder of road, unless approved by the Authorized Officer.

Log decks shall only be allowed on the fill slope. Log decks will not be permitted in the ditchline, nor the cutslope, unless approved by the Authorized Officer.

Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or temporary routes, and shall be approved by the Authorized Officer. No landing creation or expansion shall occur without prior approval from the Authorized Officer. Design landings with adequate drainage.

Conifer tops and limbs, hardwoods, brush, and other cut vegetation created from the roadway clearing treatment shall be lopped and scattered and treated concurrently with felling operations.

All mechanized equipment shall only operate on existing road surfaces.

Delivered log lengths shall not exceed (41) feet.

- (7) L-18 No mechanical ground-based harvesting, ground-based yarding, or skyline-based yarding shall be conducted in the contract area between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; the soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, then the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (8) <u>L-18</u> No roadway clearing operations, landing construction, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning shall be conducted in the contract area between

October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, surface ribboning, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, then the Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

- (9) <u>L-18</u> No haul on natural surface and rocked roads shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (10) <u>L-20</u> During logging operations, the Purchaser shall keep all roads, where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The roads shall not be blocked by such operations for more than thirty (30) minutes.
- (11) <u>L-23</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- (12) <u>L-28</u> In all cable yarding units, as shown on Exhibit A, the Purchaser shall make cable yarding road changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect advance reproduction and/or reserve trees and snags present on these areas.

- 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 of 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 that 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) $\underline{\text{RC-1a}}$ The Purchaser shall construct, improve and/or renovate all roads and other Page 10 of 30

- structures in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) <u>RC-1b</u> Prior to removal of any timber, except right-of-way timber, the Purchaser shall complete all construction, improvement, or renovation of structures and roads as specified in Exhibit C.
- (3) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance obligations described in Section 42(C)(7). Any road listed below and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and			
Segment	Length Miles Used	Road Control	Road Surface Type
35-6W-8.00	4.10	BLM	BST
35-7W-11.00	6.85	BLM	BST
Total	10.95		

(4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management, Oregon Department of Forestry, Josephine County Forestry Department, and/or Hancock Timberland X Inc., 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)(8). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and			
Segment	Length Miles Used	Road Control	Road Surface Type
34-6W-30.00	4.36	BLM	ASC
34-7W-13.00	0.97	BLM	PRR
34-7W-13.04	0.84	BLM	PRR
34-7W-23.00	1.63	BLM	ASC
34-7W-23.01	0.34	BLM	NAT
34-7W-27.03	0.34	BLM	ASC
35-6W-8.00	3.80	BLM	ASC
34-7W-13.04	0.22	JO.COUNTY	PRR

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
34-7W-36.00 A- C,E,G1	3.27	Hancock	PRR PRR
34-7W-36.00 D-F	0.85	ODF	NAT
Total	16.62		

- (5) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on road included in Section 42(C)(4) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (6) RC-2d The Purchaser shall be authorized to use other roads not included in Section 42(C)(3) and/or Section 42(C)(4) 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)(7) of this contract shall be amended to include adjustments of fee obligations.

(7) RC-2e Provided, that the Purchaser shall pay a road maintenance fee of \$0.71 per thousand board feet log scale per mile for the use of said roads listed in Section 42(C)(3). The total maintenance fee due shall be based upon volumes determined pursuant to Section (2 and 3) of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Purchaser will be required to label, with a permanent ink marker, each load ticket with the

corresponding unit number as directed by the Authorized Officer. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance payment due, such excess shall be returned to the Purchaser within sixty (60) days after such determination is made.

- (8) RC-2e_(rw) Provided, that the Purchaser shall pay a road rockwear fee of \$0.49 per thousand board feet log scale per mile for the use of said roads listed in Section 42(C)(4). The total rockwear fee due shall be based upon volumes determined pursuant to Section (2 and 3) of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer. The Authorized Officer shall establish an installment schedule of payment of the rockwear obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total rockwear payments made under this contract exceed the total rockwear payment due, such excess shall be returned to the Purchaser within sixty (60) days after such determination is made.
- (9) RC-2e_(LA) The Purchaser shall pay an estimated road maintenance fee for each License Agreement specified in, Section 42(C)(12), (13), and (14), per thousand board feet log scale per mile for the use of roads specified in Section 42(C)(4). The total maintenance fee due to each Licensor shall be based upon volumes determined pursuant to Section (2 and 3) of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser (Licensee) shall give written notice to the Authorized Officer and licensor of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads from each unit. The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer. The Licensee shall comply with the terms of the License Agreements for the use of roads listed in Section 42(C)(4), for payment of fees and final fee reconciliation with the Licensor upon report of final volume removed as determined by the Authorized Officer.
- (10) 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)(4). 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.

- (11) <u>RC-2h</u> 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.
- (12) RC-3 In the use of road No. 34-7W-13.04 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-1538 dated February 23, 1989 between the United States of America and Josephine County Forestry Department. 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.
- (13)RC-3 In the use of road No. 34-7W-36.00 Segments A-C,E, and G1 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-660 dated October 5, 1962 between the United States of America and Hancock Timberland X Inc. These conditions include: Payment to Hancock Timberland X Inc., a road use obligation of Two Hundred Twenty Two and 19/100 dollars (\$222.19) and a road maintenance and rock wear obligation of Ninety Six and 85/100 dollars (\$96.85) 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.
- (14) <u>RC-3</u> In the use of road No. 34-7W-36.00 Segments D and F, the Purchaser shall comply with the conditions of the Bureau of Land Management and Oregon Department of Forestry Right-of-Way and Road Use Agreement dated April 19,

1960. This document will be 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.

- (15) 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.
- (16) <u>RC-8</u> 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) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging,

- construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
- (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
- (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
- (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
- (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (2) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (5) $\underline{\text{E-1}}$ In addition to the requirement set forth in Sec. 26 of this contract, the

Purchaser shall not locate new landings in areas that contribute eroded fines to dry draws and swales. If landing location cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.

- (6) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall cover cable yarding corridors and other areas of exposed soil resulting from this action. Slash, wood chips, and/or straw mulch would be placed over them to reduce the risk of surface erosion and to protect water quality. This would occur prior to seasonal winter rains. Slash would not exceed a depth of 18 inches.
- (7) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing existing landings that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines.
- (8) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, corridors, skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (9) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate all temporary routes, skid trails, and all landings outside of the road prism by one of the following methods:
 - (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
 - 1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.
 - 2. Rip to a depth of eighteen (18) inches, and no further than thirty six (36) inches apart.

- 3. Ripping will occur before **October 15** of the year of harvest.
- 4. Any step landings shall be re-contoured following use.
- (b) If the Authorized Officer deems ripping will cause an unacceptable amount of damage to the root systems of residual trees the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.

All rehabilitation shall occur within twenty four (24) months of harvest and during the dry season.

- (10) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.
- (11) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C-12, which is attached hereto and made a part hereof.
- (12) <u>E-4</u> 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.

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.

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

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

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

be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(E) Miscellaneous

(1) M-2 The Government at its option may check scale any portion of the timber removed from the contract area. The Purchaser hereby agrees to make such contract timber available for scaling at a location designated by the Authorized Officer. In the event that BLM elects to 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 two thousand three hundred seven and 75/100 dollars (\$2,307.75). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of two thousand three hundred seven and 75/100 dollars (\$2,307.75), 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.

(F) Fire Prevention and Control

- (1) <u>F-1a Fire Prevention and Control</u>. 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. <u>F-2a</u> 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 (34) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- 2. <u>F-2b</u> 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 trucks. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- 4. <u>F-2d</u> Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area, the Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watch-service is required.
- 5. <u>F-2e</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.

- 6. <u>F-2f</u> A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- 7. <u>F-2g</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- 8. <u>F-2h</u> 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 Such fire extinguisher shall be filled and in effective area. 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.
- 9. <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
- (G) Slash Disposal and Site Preparation
 - (1) <u>SD-1</u> <u>Fire Hazard Reduction</u>. 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:

Prior to commencement of any operation under this Section G of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. 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. Mechanically piling slash would not occur off of utilized landings and roads.

- (a) SD-1a Lop and Scatter. Lop and scatter all slash located in Units 13-6, 13-9, 13-10, 23-1, 23-2A, 23-6, 23-8A, 23-8B, 23-11, 23-15A, 23-15B, 23-16, and 27-24 as directed by the Authorized Officer. Slash will be scattered on yarding corridors, and where possible throughout the unit, on landings, and on temporary roads All cut slash (any material less than six inches in diameter) shall be lopped to no more than eight (8) feet in length and all top and side branches must be free of the central stem so that slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.
- (b) <u>SD-1c Hand Piling</u> Hand pile and cover all slash located along main travel routes and ridges in Units 13-6, 13-9, 13-10, 23-1, 23-2A, 23-8A, 23-8B, 23-15B, and 27-24 as directed by the Authorized Officer in accordance with the following specifications:
 - 1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
 - 2. Pile all slash which is between one (1) inch and six (6) inches in diameter on the large end and exceeds two (2) feet in length.
 - 3. Piles shall be placed within unit boundaries, however, outside of wildlife buffers, roadways, turnouts, shoulders, or cut banks. No piles shall be placed on down logs or stumps. No piles shall be placed adjacent to or within twenty five (25) feet of commercial thin unity boundaries. Finished piles shall be tight and free of earth.
 - 4. A five (5) foot by five (5) foot cover of 4 mm black plastic shall cap each handpile to maintain a dry ignition point. The cover shall

be firmly fixed to the pile to hold it in place. Approximately one third $(\frac{1}{3})$ of the pile shall lie above this plastic cover. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one half (1/2) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than five (5) feet and no greater than eight (8) feet; width shall be no less than six (6) feet and shall not exceed eight (8) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs or stumps; within ten (10) feet of any other pile or the trunk of the nearest living reserve tree. No portion of the pile will be under the crown of any living tree.

- (c) <u>SD-1d</u> Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
 - 1. Units shall be piled and covered during the same season that they are logged.
 - 2. Landing piles and handpiles located on temporary routes, skid trails, or landings would be burned, chipped, or otherwise removed from these sites within eighteen (18) months of unit harvest completion.
- (d) <u>SD-1e LANDING SLASH</u> Pile all slash located within twenty (20) feet on each side of harvest unit landings. Clear down to mineral soil within twenty (20) feet of each finished pile. Slash shall be piled by machine or hand and piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth.
 - 1. A ten (10) foot by ten (10) foot cover of 4 mm black plastic shall cap each pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place.
 - 2. To minimize scorch and mortality, landing piles would not be placed adjacent to or within 15 feet of leave trees.
- (f) <u>SD-4a</u> <u>SLASHING DAMAGED RESIDUALS</u> Slash all sprung or Page 25 of 30

otherwise severely damaged trees between one (1) inch and eight (8) inches D.B.H.O.B. concurrently with logging as directed by the Authorized Officer in all harvest units as shown on Exhibit A.

- (2) <u>SD-2</u> Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.
 - (a) Burn and mop-up piled units and landings as shown on Exhibit A in accordance with Section 42(G)(2) and 42(G)(3).
 - 1. Prescribed fire plans shall be prepared for hand pile burning activities to ensure that resource and fire management objectives are met by setting parameters under which the burning may take place. Prescribed burning within the harvest units shall be conducted in a manner that will minimize damage to reserve trees, duff and soil, and to avoid loss of large, coarse woody debris and will be consistent with ecosystem management objectives. The Purchaser shall burn ninety (90) percent of piles for satisfactory completion of treatment, as directed by the Authorized Officer.
 - 2. Hand pile burning shall occur at least twelve (12) months after unit harvest has been completed. Piles shall be burned in the fall to spring season after one or more inches of precipitation has occurred to reduce the potential for fire spread and scorch and mortality to the residual trees and shrubs. Patrol and mop-up of burning piles shall occur when needed to prevent treated areas from re-burning or becoming and escaped fire. The timing of prescribed burns depends on these parameters and the availability of adequate fire suppression resources as a contingency plan in the event of escaped fire.
 - 3. For Igniting and Burning Piles on Units 13-6, 13-9, 13-10, 23-1, 23-2A, 23-8A, 23-8B, 23-15B, and 27-24 and All Landing Piles as described by the Authorized Officer:
 - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative.

- b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
- c. All crews shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
- d. All ignition personnel will be directly supervised by a BLM representative.
- 4. For Mop-up of Piles on Units 13-6, 13-9, 13-10, 23-1, 23-2A, 23-8A, 23-8B, 23-15B, and 27-24 and All Landing Piles as described by the Authorized Officer:
 - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative.
 - b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
 - c. All crews shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - d. All ignition personnel will be directly supervised by a BLM representative.

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

All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the

following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8) inch top leather boots, hardhat, and leather gloves. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit A as required in Section 42(G) for ten (10) days for each piled unit and piled landing as directed by the Authorized Officer within a three (3) day period for each piled unit and piled landing beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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

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

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of

providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

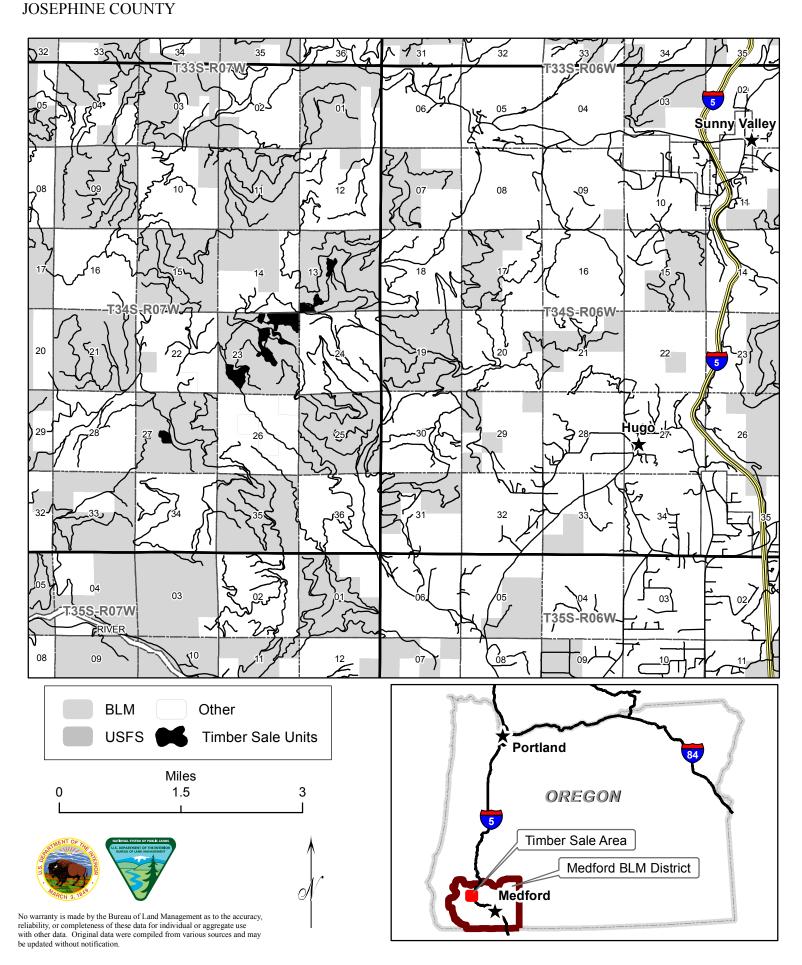
- (3) <u>SD-5</u> Perform logging residue reduction and site preparation work on approximately one hundred sixty seven (167) acres of harvest area located in Harvest Unit No.(s) 13-6, 13-9, 13-10, 23-1, 23-2A, 23-6, 23-8A, 23-8B, 23-11, 23-15A, 23-15B, 23-16, and 27-24 as shown on Exhibit A, and all Landing Piles as directed by the Authorized Officer.
 - (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Description	Cost/Acre
Lop and Scatter L1	< 12 tons/acre	\$40.00
Handpile and Cover L1	0-20 piles/acre	\$280.00
Handpile and Cover L2	21-40 piles/acre	\$365.00
Hand pile burn and Mop-up L1	0-20 piles/acre	\$36.00
Hand pile burn and Mop-up L2	21-40 piles/acre	\$42.00
Cover and Burn Landing Decks	< 40 landing piles/acre	\$50.00

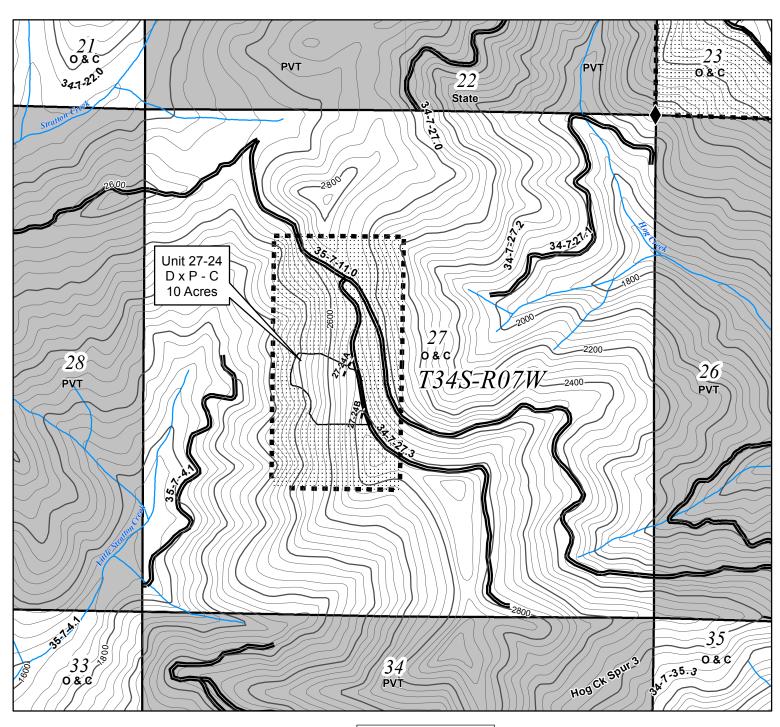
(b) The following treatments were assumed for appraisal purposes on this contract:

			Total Cost
Appraised Treatment	Acres	Cost/Acre	Per Treatment
Lop and Scatter L1	122	\$40.00	\$4,880.00
Handpile and Cover L1	10	\$280.00	\$2,800.00
Handpile and Cover L2	5	\$365.00	\$1,825.00
Hand pile burn and Mop-up L1	10	\$36.00	\$360.00
Hand pile burn and Mop-up L2	5	\$42.00	\$210.00
Cover and Burn Landing Decks	30	\$50.00	\$1500.00
Total Appraised Cost			\$11,575.00

- (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)(3)(a) differs from \$11,125.00 as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(G)(3)(a).
- (H) Equal Opportunity in Employment Certification of Non-segregated Facilities attached hereto and made a part hereof.



U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-14-05 T. 34 S., R. 7 W., SEC. 27, WILL. MER. BRIMSTONE SALVAGE TIMBER SALE JOSEPHINE COUNTY TIMBER SALE CONTRACT MAP CONTRACT NO. ORM07-TS-14-05 EXHIBIT A PAGE 1 OF 4



0 500 1,000 2,000 Feet

1 inch = 1,000 feet

Swing Road
Temporary Route
**Note: Centerline of
Temporary Routes
are flagged in red.



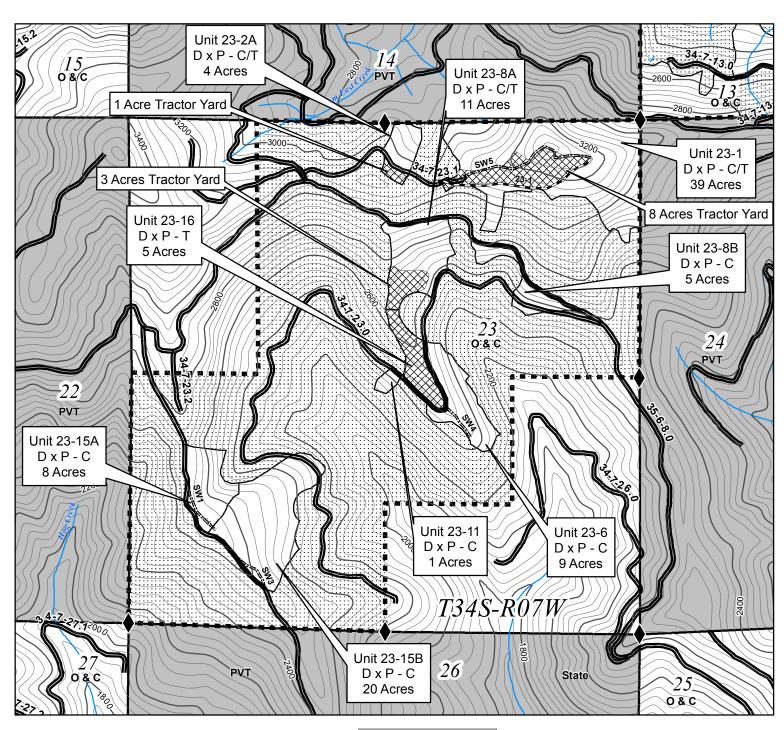
United States Department of the Interior Bureau of Land Management Medford District Office 3040 Biddle Road Medford, OR 97504 (541) 618-2200





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

TIMBER SALE CONTRACT MAP CONTRACT NO. ORM07-TS-14-05 EXHIBIT A PAGE 2 OF 4



0 500 1,000 2,000 1 inch = 1,000 feet Swing Road
Temporary Route
**Note: Centerline of
Temporary Routes
are flagged in red.

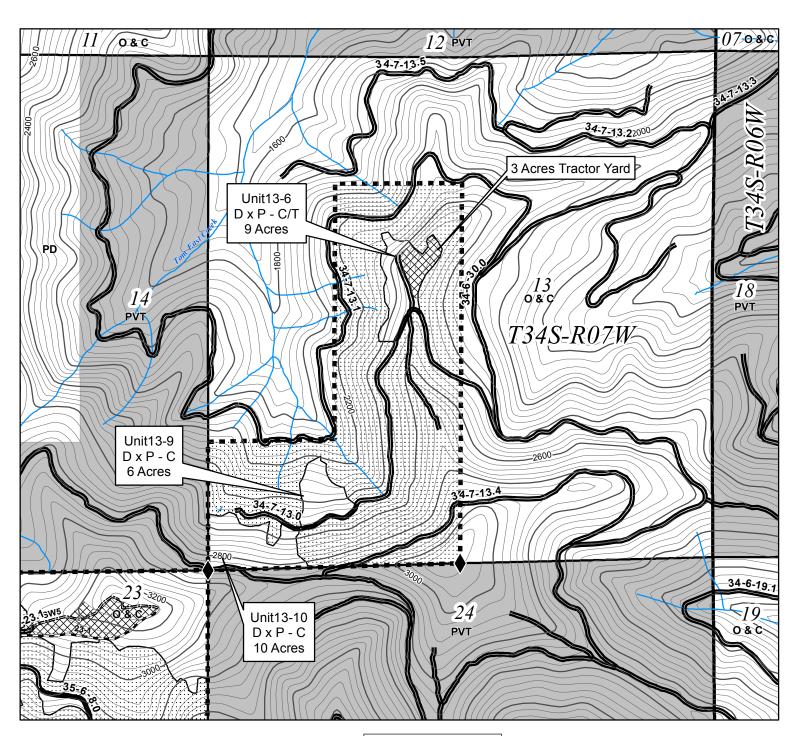


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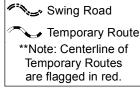


U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-14-05 T. 34 S., R. 7 W., SEC. 13, WILL. MER. BRIMSTONE SALVAGE TIMBER SALE JOSEPHINE COUNTY TIMBER SALE CONTRACT MAP CONTRACT NO. ORM07-TS-14-05 EXHIBIT A PAGE 3 OF 4





1 inch = 1,000 feet





United States Department of the Interior Bureau of Land Management Medford District Office 3040 Biddle Road Medford, OR 97504 (541) 618-2200





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TIMBER SALE CONTRACT MAP CONTRACT NO. ORM07-TS-14-05 PAGE 4 OF 4

Legend					
	Index 200 ft Contour		Brimstone Salvage Timber Sale Units		
	Intermediate 40 ft Countour		Sections		
♦	Brass Cap Monument		Township		
~~	Perennial Stream	Own	ership		
\sim	County Roads		Federal		
	Roads		Non-Federal		
1 - 2 in 1 - 2 in	Swing Road				
	Temporary Route Construction	Т	Tractor (Ground Based) Yard Area		
••••	Contract Boundary	С	Cable Yard Area		
	Reserve Area	O&C	BLM O & C Land		
	Tractor Yard Areas	PD	BLM Public Domain Land		
		PVT	Private Lands		
		State	Oregon Department of Forestry		

Summary

Logging System	Harvest Type	Acres
DxP-C	Designation by Prescription - Cable Yard	69
D x P - C/T	Designation by Prescription - Cable and Tractor Yard	63
DxP-T	D x P - T Designation by Prescription - Tractor Yard	
Total Timber Sale Are		137
Reserve Area		543
	Total Contract Area	

Road Contruction Miles				
Туре	Road Number	Miles		
Temporary Route	27-24A	0.04		
Temporary Route	27-24B	0.02		
Temporary Route	23-1	0.25		
Swing Road	1	0.13		
Swing Road	3	0.09		
Swing Road	4	0.09		
Swing Road	5	0.2		

^{***}Unit boundaries are flagged in orange ribbon, posted and painted orange. Unit acreages were determined by the Global Positioning System (GPS).

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

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	2,882		
Sugar Pine	111		
Ponderosa Pine	84		
Sale Totals	3,077		

Unit Details (16' MB)

Unit	13-10	10 Acres	Value per Acre: \$0.00
Unit	15-10	10 Acres	value per Acre. 50.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	80		
Ponderosa Pine	2		
Sugar Pine	8		
Unit Totals	90		

Unit 13-6 9 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	72		
Ponderosa Pine	1		
Sugar Pine	7		
Unit Totals	80		

Unit 13-9 6 Acres Value per Acre: \$0.00

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

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

39 Acres

Unit

23-1

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1,845		
Ponderosa Pine	12		

Value per Acre: \$0.00

Species	Volume	TITCC	value
Douglas-fir	1,845		
Ponderosa Pine	13		
Sugar Pine	14		
Unit Totals	1,872		

Unit	23-11	1 Acres	Value per Acre: \$0.00
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Species	Net Volume	Bid Price	Species Value
Douglas-fir	8		
Ponderosa Pine			
Sugar Pine	1		
Unit Totals	9		

Unit 23-15A 8 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	135		
Ponderosa Pine	17		
Sugar Pine	11		
Unit Totals	163		

23-15B Unit 20 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	160		
Ponderosa Pine	3		
Sugar Pine	18		
Unit Totals	181		

Unit 23-16 5 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	39		
Ponderosa Pine	1		
Sugar Pine	4		
Unit Totals	44		

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Unit Totals

Unit 23-2A	4 Acres	Value per Acre: \$0.00	
Species	Net Volume	Bid Price	Species Value
Douglas-fir	33		
Ponderosa Pine	1		
Sugar Pine	3		

37

Unit	23-6	9 Acres	Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	72		
Ponderosa Pine	1		
Sugar Pine	7		
Unit Totals	80		

Unit 23-8A 11 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	202		
Ponderosa Pine	22		
Sugar Pine	16		
Unit Totals	240		

23-8B Unit Value per Acre: \$0.00 4 Acres

Species	Net Volume	Bid Price	Species Value
Douglas-fir	31		
Ponderosa Pine	1		
Sugar Pine	3		
Unit Totals	35		

Unit 27-24 10 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	144		
Ponderosa Pine	21		
Sugar Pine	14		
Unit Totals	179		

Unit ROW 1 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	13		
Unit Totals	13		

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

Contract	No.:	ORM07-TS-14-05

Sale Name: Brimstone

Issuing Office:

EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Schedule o	of Species, Measurement	Units, and Prices
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	
Ponderosa pine	MBF	
Sugar pine	MBF	
Utility logs	MBF	Not Applicable

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

Sch	edule of Mi	nimum Material Specification	ıs
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	6 inches	33 1/3% of gross volume of any log segment

- If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract and the value in Section 1 of this Exhibit.
- III. Merchantable Timber Remaining Measurement Requirements The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(g). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

- A. Log Rule and Measurement All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to the Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.
- B. Scaling Service Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.
- E. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. Check Scale The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

- 1. Purchaser shall notify the Authorized Officer five (5) days prior to starting or stopping of hauling operations performed under the contract.
- 2. Logs will be painted and branded at the landing and accounted for in accordance with Sec. 42(A)(1)(LE-1)of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s). Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods The BLM scaler receipt shall be surrendered at the receipt. location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
- 3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 42(B)(11)(L-23) of the contract).
- 4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
- 6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs

shall be deducted from amount due because of trespass.

- H. Scaling Lost Products The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- V. Estimated Volumes and Values The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
 - A. Merchantable Timber Volume Removed from Contract Area The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
 - B. Merchantable Timber Not Yet Removed from Contract Area The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

	T		ed Purchase Pri	Lce	
			nd/Or		
			umes and Values		
	Merchantable '	Timber Not Ye	et Removed from	n Contract Ar	rea
Cutti	ng Area	Total Esti	mated Volume	Total	Estimated
		(1	MBF)	Purcha	se Price
Cutting	Approximate	Volume per	Total Volume	Value per	Total Value
Area	Number of	Acre		Acre	
Number	Acres				
13-6	9	8.9	80		
13-9	6	9	54		
13-10	10	9	90		
23-1	39	47.2	1,872		
23-11	1	9	9		
23-15A	8	20.4	163		
23-15B	20	9	181		
23-16	5	8.8	44		
23-2A	4	9.25	37		

23-6	9	8.9	80	
23-8A	11	21.8	240	
23-8B	4	8.75	35	
27-24	10	17.9	179	
ROW	1	13	13	
Sale Total	137	22.5	3,077	

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT

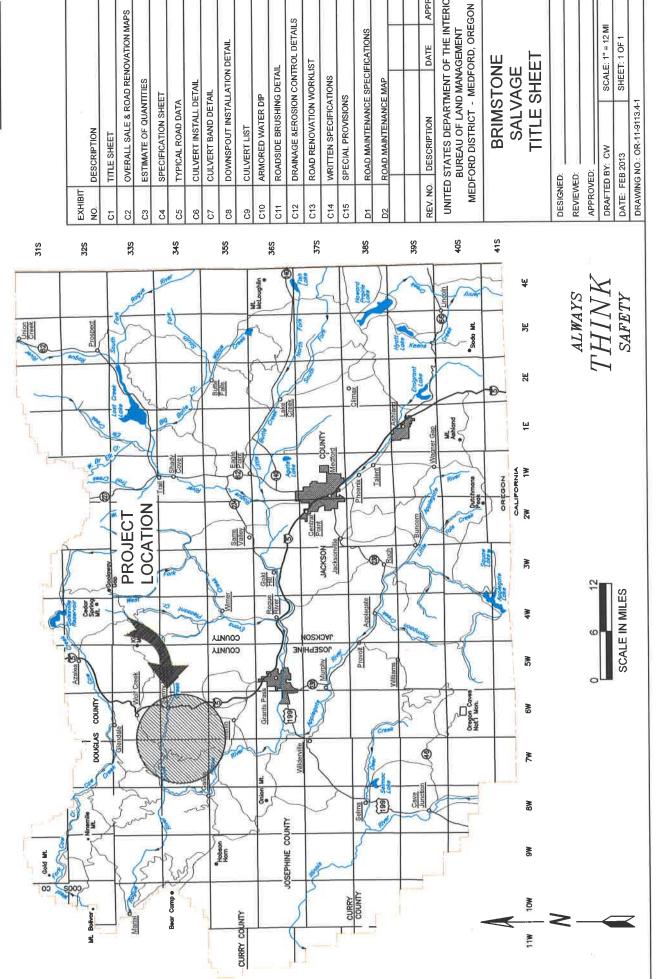
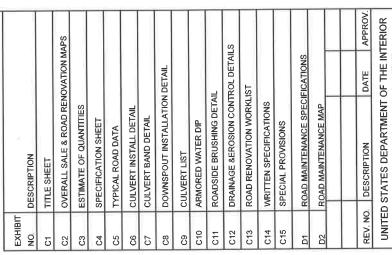


EXHIBIT C1 SHEET 1 OF

TRACT NO. ORM07-TS-14-05 BRIMSTONE SALVAGE



BRIMSTONE

			SCALE: 1" = 12 MI	SHEET: 1 OF 1	
DESIGNED:	REVIEWED:	APPROVED:	DRAFTED BY: CW	DATE: FEB 2013	

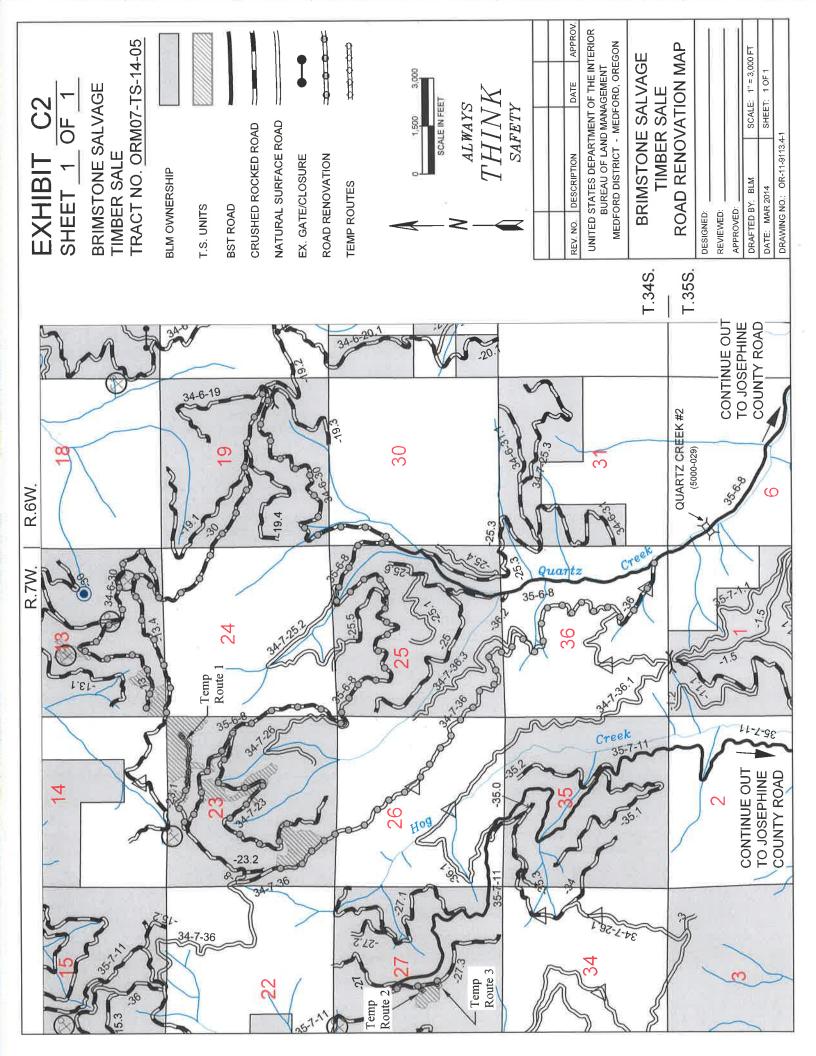
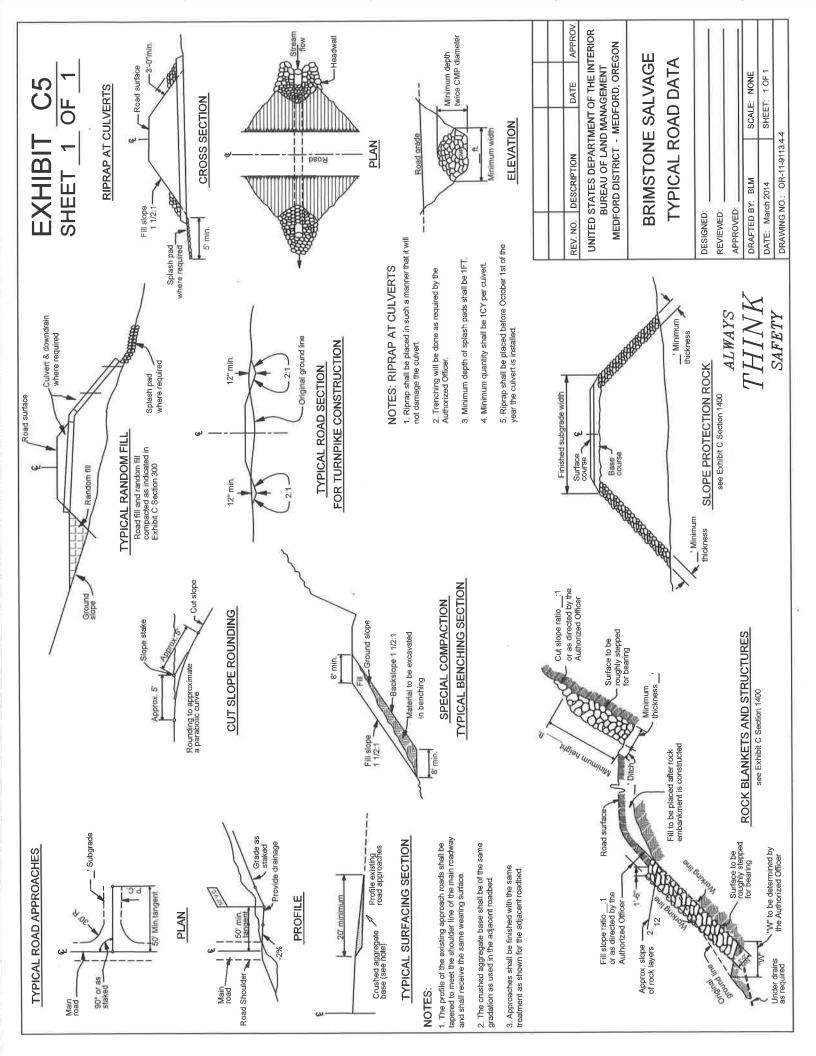
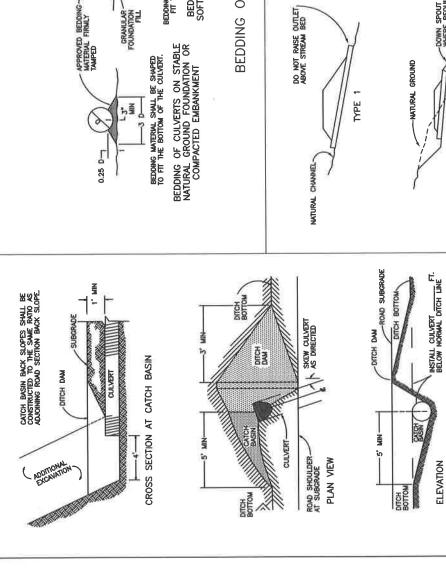
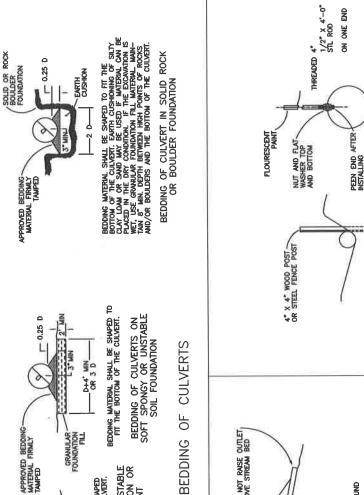


EXHIBIT C-3 SHEET 1 OF 1

	.MC	DECC											0.25	0.04	0.02	0.31	OREGON		1		
9		НТЯАЭ ЯЯАӨ											-	-	-	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON BRIMSTONE SALVAGE FISTIMATE, OF				NANC	0F 1
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		ROADS HSUAB	2100	MILE	4.36	26.0	1.12	1.63	0.34	0.34	4.12	3.80				16.68 AND MAN - MEE NE SAI	IIII		Neio Engineer	CCALE.	SHEET -2
NOIT	YZIT		1800	ACRE	Ì							-	0.60	0.10	0.05	TATES DEPARTMENT OF THE UREAU OF LAND MANAGEMEN DE DISTRICT - MEDFORD, BRIMSTONE SALVAGE	QUANTITIES*		Pieto	Medic	DATE: 03/2014 DARWING NO. OR-11-9113.4-2
		CRUSHEI SURFACE	1200	C.Y.											_	STATES BUREAU OND DIS	9				9R-11
*		∃8A8p —	10001	C.Y.										1		UNITED	RD	NED	WED	Annual Des	DATE: 03/2014 DRAWING NO.
AGGREGATE**		свлене: Воск	900	C.Y.										+			MEDFORD	DESIGNED	REVIEWED		DATE:
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Ж	/8 :	A3TAW ***	700	\vdash														•	\mathbf{T}_{A}	S	
		CONS		₫							2					00		TER			**Indicate gradation. ***Splash Pads, Surfacing, Road Junctions.
- (MD	A\dW		Ą						-	4					3.68 5 ITEM 2100	= CHIP	= SCATTER			ad Jun
NC	1. 1	ВЕИО∧ \	200	Ē	4.36	0.97	1.12	1.63	0.34	0.34	4.12	3.80				16.68 ITEN	Ö	ű			jg, Ro
띪	POUT	RECT. FLUME	400 400	LF. LF.																	tion. Surfacii
ED METAL PIPE	DOWNSPOUT	FULL/HAL F ROUND	400 400	LF. LF.				20								20		C,C-1 D,F	į.		**Indicate gradation. **Splash Pads, Surfa
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			400 400	F. LF.			_									TEM 1	SIZE	1 1/2inch 1 inch	5		n**
CORRUGAT	SIZE	36"	400	LF. LF. LF. LF. L													"	1 + + c	4,0		-
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	НТ	FENG.		MILE/STA	4.36	0.97	1.12	1.63	0.34	0.34	4.12	7.90	0.25	0.04	000	21.09		I			VAL VN A
		ОТ	2		4.36	76.0	1.12	1.63	0.34	0.34	4.12	7.90	0.25	0.04	000	TEM 900	GRADE	~ B (ם ט		SHO
	M	PRON	ON INCITION NO	MP/STA N	1	0.00	╁	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200		SIZE	4 inch 3 inch	2 inch 1 1/2 inch		FOR INFORMATIONAL USE ONLY, QUANTITIES SHOWN ARE NOT PAY ITEMS.
				7 7 7 8	1	+	+	H	\vdash	╁	\vdash	-	1		₽			I	-		R $I\Lambda$ $ANTI$
	1	ROAD NUMBER	Č	TINIT	34-6-30(A1-B)	34-7-13.00	34-7-13.4	34-7-23.00	34-7-23.01	34-7-27.03	34-7-36.00	35-6-8.00(A-E)	Temp Route 1	Temp Route 2	Temp Route 3	TOTAL					* F0.



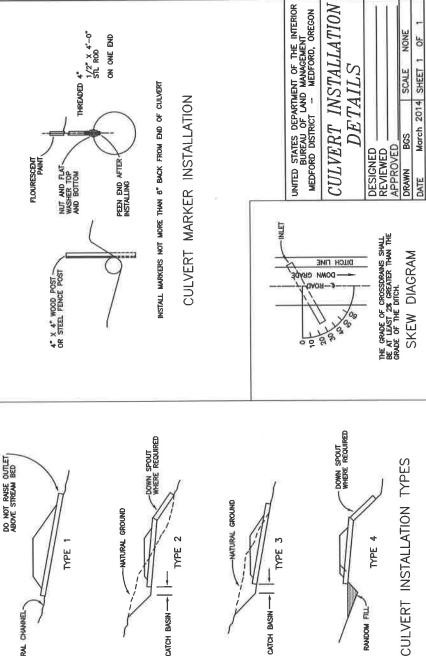




9

EXHIBIT

SHEET



SEE CATCH BASIN

CATCH BASIN

SEE CATCH BASIN -



RANDOM FILL

STEP BEVEL WHEN DA. EQUALS OR LARGER X=1/4 D OR MFR. STD. ROUND PIPE

8

STEP BEVEL WHEN RISE EQUALS 40" OR LARGER

PIPE ARCH

кур ог знокт

1 1/2:1 SLOPE

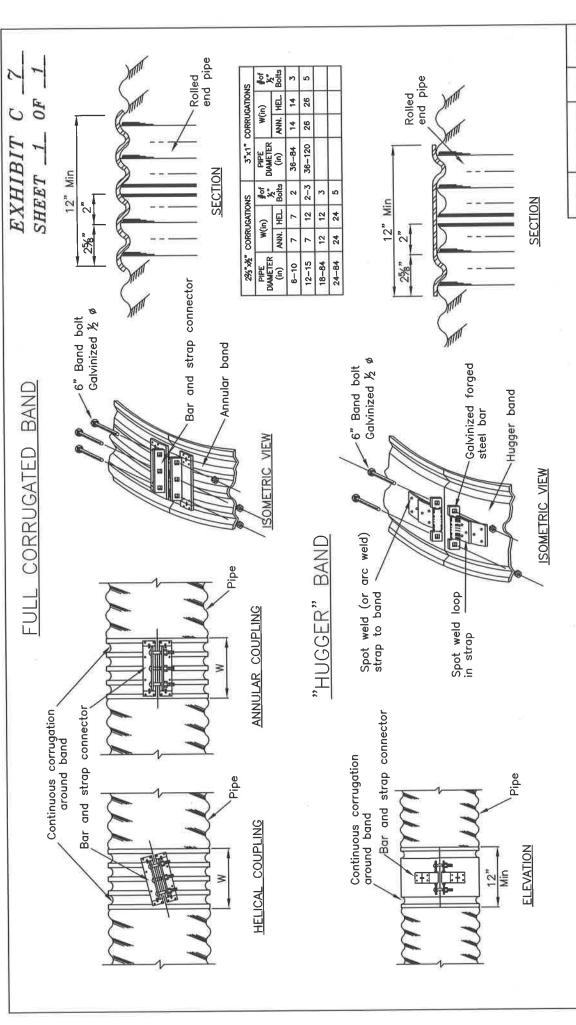
OR-117-TS06-26-C6

DRAWING NO.

NONE

SCALE

BEVELED END DETAIL



Standard construction is 1 piece 12" thru 48" and 2 piece 54" and above.

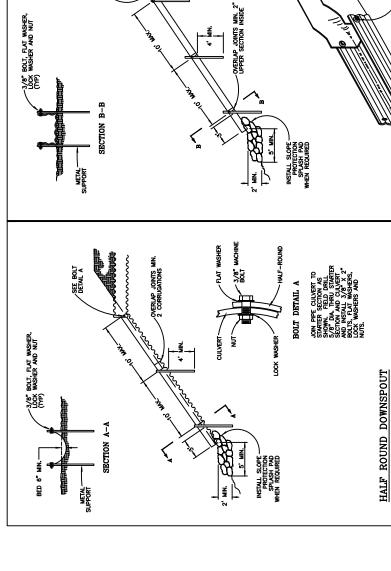
The hugger coupler band or an approved equivalent coupler band shall be made of the same material and finish as the pipes joined. The coupler bands shall have a minimum width of 12 inches and may band shall be designed to be drawn together with two 1/2 inch bolts through use of a bar and strap suitably welded to the band. The band shall engage and mesh with the second annuler corrugation be two numerical thicknesses lighter than the gage or thickness designated for the conduit joined. inward from the end of each of the conduit sections joined.

Annular corrugated couplers for pipe shall cover at least two outside crest corrugations on each recorrugated end.

ZEV. NO	EV. NO. DESCRIPTION DATE APPROV.	NOIL	DATE	APPRC
UNITED S	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON	ARTMENT LAND M	ANAGEME EDFORD,	NT OF THE INTERIOR MANAGEMENT MEDFORD, OREGON
CU	CULVERT DETAI	VERT	·	BAND
DESIGNED REVIEWED	8 8 E			
DRAWN	BGS	SCALE	J.	NONE
DATE	March 2014 SHEET	14 SH	EET 1	0F 1

0R-117-TS06-26-C5

DRAWING NO.



 ∞

EXHIBIT C

SHEET ___

3 WRAPS OF #9 GALV. WIRE

STARTER SECTION

THE FLUME SHALL BE FABRICATED FROM 16 GAUGE CULVERT STOCK WITH 2 2/3" X 1/2" CORRUGATIONS.

RECTANGULAR FLUME

SUPPORTS MAY BE STEEL BAR, ANGLE IRON OR APPROVED EQUIVALENT METAL. POSTS.

1. THE HALF ROUND SHALL BE ONE DIAMETER SIZE LARGER AND OF THE SAME MATERIAL AND COATING AS THE CULVERT IT IS ATTACHED TO.

THE HALF ROUND SHALL BE FABRICATED FROM 16 GAUGE METAL WITH 2 2/3" \times 1/2" CORRUGATIONS.

4

- THE STARTER SECTION SHALL BE FABRICATED FROM 16 GAUGE NON-CORRUGATE CULVERT STOCK
- 3. ADJUSTABLE WIDTH FLUMES ARE AVAILABLE FOR APPLICATIONS OVER 24" WIDE. INSTALL ACCORDING TO MANUFACTURER.
- SUPPORTS MAY BE STEEL BAR, ANGLE IRON OR APPROVED EQUIVALENT POSTS.

FULL ROUND DOWNSPOUT

TURNER TYPE ELBOW (ALTERNATE ELBOW)

- 2. THE SPILLWAY SECTION SHALL BE FABRICATED FROM 16 GAUGE METAL WITH 2 2/3" X 1/2" CORRUGATIONS.
- 3. SUPPORTS MAY BE COMMERCIAL STEEL FENCE POSTS, STEEL BAR, ANGLE IRON OR EQUINALENT METAL POSTS.
- CONNECTION BETWEEN HELICALLY CORRUGATED AND ANNULAR PIPE SHALL REQUIRE A SPECIAL ADAPTER COUPLING BAND.

GENERAL NOTES

- THE LENGTH OF THE DOWNSPOUT SHALL BE DETERMINED AT THE TIME OF INSTALLATION.
- FABRICATION AND INSTALLATION OF ALL CALVANIZED STEEL DOWNSPOUTS SHALL CONFORM TO AASHTO M36, M218; ALUMINUM ALLOY TO AASHTO M196; ALUMINIZED TYPE II TO AASHTO 36, M196.

1 1/2" X 1 1/2" X 1/4" ANGLE IRON SUPPORT

1 1/2" X 1/4" STEEL BAR SUPPORT

METAL SUPPORT DETAIL

ALL STEEL NUTS, BOLTS AND WASHERS SHALL BE GALVANIZED. (ASTM A307, A153)
SLOPE PROTECTION SPACES PLOS, WHEN REQUIRED, SHALL BE A MIN. 2' WIDE X 5' LONG X 2' DEEP.
BLONDLAM, ROGISS SHALL BE 10" – 14" IN STE.
SLOPE PROTECTION SPLASH PADS SHALL EXTEND TO UNDISTURBED GROUND.

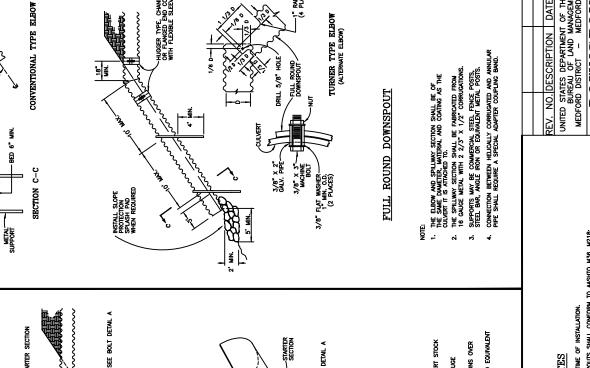


	REV. NO. DESCRIPTION DATE APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR
	BUREAU OF LAND MANAGEMENT
	MEDFORD DISTRICT - MEDFORD, OREGON
	DOWNSPOUT
	INSTALLATION
	DETAILS
	DESIGNED
V.	REVIEWED
2	40000

APPROV

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	REVIEWED	APPROVED	RAWN	ы	DRAWING NO.
<u> </u>		VED.	ă	March 2014	NO.
			BGS	20	
				14	
			SCALE	SHEET 1 OF	OR-11-9113.4-6
			z	1	911
			NONE	F 1	3.4-6

 DESIGNED REVIEWED APPROVED	DETAILS ED ED (ED		5
DRAWN	BGS	SCALE	- 1
DATE	March 2014	SHEET	-
OIA OIAMAGG	91	.,,,	8



SEE BOLT DETAIL A

78.

			NOTES:	A. Designed culvert lengths and	locations are approximate. Actual lengths and locations	,	B. Summary of quantities are	9113.4–2	C. All downpipes are 16 guage	unless otherwise noted.	*SJQXL WOOLI	1. Conventional or fabricated	2. Turner type	3. Slip joint			ALWAYS	SAFETY	UNITED STATES DEPARTMENT OF THE INTERIOR	BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON	BRIMSTONE SALVAGE SALE	CHLVERT LIST	- 1	DESIGNED	REVIEWED Field Engineer	APPROVED Medical Engineer	SHEET SHEET	DRAWING NO. OR-11-9113.4-12
		REMARKS																										
	*/	EFBON			+	+																						
		LENGTH																										
\scr	RECT. PLUME	BZIS																										
STUORSNWOO		НЕИСТН																										
N S	FULL ROUND	3ZIS																										
00	2	ГЕИСТН	20	30																						20		
	1/2 ROUND	3ZIS	21	21																						2		
		ГЕИСТН	40																							40		
	-	GAGE	16																									
	BUILT	SIZE	18																	_								
<u>v</u>	AS	STATION OR M.P.	1.01	1.33																								
CATIONS		YNGFE SKEM																										
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		ГЕИСТН	9																									
- 1.	1	GAGE	16																									
1 1 1 1	ا إ	SIZE	18												-		_							_	_	CMP:	CMP:	36" CMP:
CHIVERT	DESIGNED	STATION OR M.P.	1.01	1.33																						TOTAL 18"	TOTAL 24" CMP:	TOTAL 36"
		ROAD NO.	34-7- 23.00																									

VARIABLE TO NATURAL GROUND 2"DEPTH, TAPER TO 6" EACH END ARMORED APRON ARMORED WATER DIP ROAD SHOULDER PROFILE SUBGRADE -OUTSLOPE 3-5% PROFILE SECTION A-A STATION OR MILEPOST LOCATION PLAN ARMORED A

EXHIBIT C10 SHEET 1 OF 1

- 1) THE WATER DIP INVERT SHALL BE SMOOTH AND FREE DRAINING.
- 2) THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE CUTSLOPE HINGE POINT IS 1.0 FEET.
- 3) THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE FILLSLOPE SHOULDER IS 1,5 FEET.
- 4) SKEW DIP MINIMUM 15-30 DEGREES FROM PERPENDICULAR TO CENTERLINE.
- 5) EXCAVATED MATERIAL SHALL BE UTILIZED IN CONSTRUCTION OF WATER DIP. SIDECASTING IS NOT PERMITTED.
- 6) PIT RUN ROCK MATERIAL SHALL BE PLACED ON FILL SLOPE AND SUBGRADE OF ARMORED WATERDIP.
- 7) SEE ROAD RENOVATION WORKLIST FOR WATER DIPS TO BE ARMORED.
- 8) EACH DIP SHALL BE REINFORCED WITH 40 CUBIC YARDS OF 3" MINUS ROCK, ON ROADWAY AND PIT RUN AT OUTFALL.

LEGEND



CUT/FILL SLOPES



SUBGRADE ARMOR MATERIAL



(3" minus)

FILL SLOPE ARMOR MATERIAL 12" MINUS OR OTHER APPROVED MATERIAL.

REV. NO.	REV NO. DESCRIPTION	DATE	APPROV
UNITED	UNITED STATES DEPARTMENT OF THE INTERIOR	OF THE IN	TERIOR
	BUREAU OF LAND MANAGEMENT	AGEMENT	
MEDE	MEDFORD DISTRICT - MEDFORD, OREGON	ORD. ORE	GON

ARMORED WATER DIP BRIMSTONE SALVAGE

			SCALE: NONE	SHEET: 1 OF 1
DESIGNED:	REVIEWED:	APPROVED:	DRAFTED BY: CMW	DATE: March 2014

DRAWING NO.: OR-11-9113.4-1

444 Brushing Diagram **Cutting Limit** Road Prism Ω 4

EXHIBIT C11 SHEET 1 OF 1

Cutting Limit = C + D + B + F

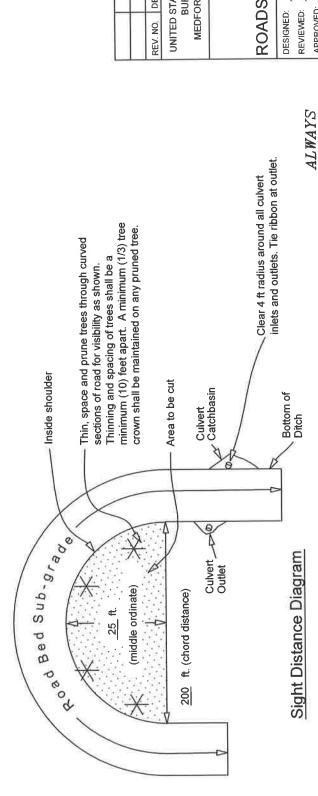
B = Road Bed Subgrade (includes turnouts) Cut all vegetation to max. height of 1". C = 4 ft - Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 6".

D = Centerline of ditch to inside shoulder. Cut all vegetation to max. height of 1",

F = Distance to be brushed on fill slope beyond outside shoulder Cut all vegetation to max. height of 6".

V = 14 ft - Height of vertical cutting limit

Inside Corner



REV. NO.	REV. NO, DESCRIPTION	DATE	APPROV
UNITED	UNITED STATES DEPARTMENT OF THE INTERIOR	OF THE IN	TERIOR
	BUREAU OF LAND MANAGEMENT	AGEMENT	
MEDF	MEDFORD DISTRICT - MEDFORD, OREGON	ORD, ORE	CON
	BRIMSTONE	빌	

SCALE: NONE	
DESIGNED: REVIEWED: APPROVED: DRAFTED BY: CMW	DATE: Malcil 2013

DRAWING NO.: 0R-11-9113.4-4

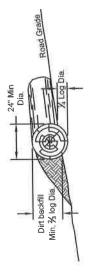
SAFETY

All distances shown are horizontal except for V

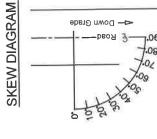
revised 08/2010

LOG BARRICADE

WATER BAR



- Log barricade shall be constructed as shown above. Exact location will be flagged by the authorized
 - 3. All barricades shall be skewed 30 degrees. officer prior to construction.
- 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".



M.P. / STA

ROAD NUMBER

TEMP ROUTE 1 TEMP ROUTE 2 TEMP ROUTE 3

0.01

BARRICADE LOCATION

WATER DIP/BAR SPACING*

, each fire trail will have cross

5. Prior to ______, each fire trait value of drainage constructed as shown above.

4. Upon completion of skidding logs, for the logging

3. All water bars shall be skewed 30 degrees.

Officer prior to construction.

season, each skid road will have cross drainage

constructed as shown above.

ROAD	LOAM OR CLAY LOAM	DECOMPOSED GRANITE
%	FEET	FEET
4-6	400	300
6-2	300**	200**
10-14	200	150
15-20	150	96
21-40	06	20
41-60	20	25

- * Distances are maximum.
- ** On grades in excess of 10%, construct water bars.

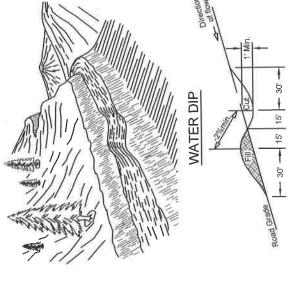


EXHIBIT C12

SHEET 1 OF

Water dips shall be constructed as shown above.

evel line

- Exact location will be flagged by the Authorized Officer prior to construction.
- The length shall be sufficient to extend from the cut bank to the fill slope and be readily crossed by passenger 3. All water dips shall be skewed 30 degrees.

Water bars shall be constructed as shown above.

Exact location will be flagged by the Authorized

- 5. Rock outlet of water dip on fill slope. Rock will be type vehicles.
- placed from outlet to natural ground a minimum of 6 LF wide by 10 LF long by 1 FT depth.

	APPRO\
	DATE
	DESCRIPTION
	REV. NO.

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

BRIMSTONE SALVAGE

DRAINAGE & EROSION CONTROL DETAILS

			SCALE: NONE	SHEET: 1 OF 1
DESIGNED:	REVIEWED:	APPROVED:	DRAFTED BY: BLM	DATE: March 2014

DRAWING NO.: OR-11-9113.4-4

ALWAYS SAFETY

BRIMSTONE SALVAGE

Road Renovation Work List

ABC = Aggregate Base Course	ASC = Aggregate Surface Course	BST = Bituminous
CY = Cubic Yard	CMP = Corrugated Metal Pipe	GRR = Grid Rolled Rock
NAT = Natural Road Surface	PRR= Pit Run Rock	

This work list consists of work to be performed to the road prior to its use. All work shall comply with the contract specifications and drawings.

All temporary route construction, decommissioning, and barricade construction shall occur during the dry season of a single calendar necessary to ensure surfacing drainage. Treat exposed soil with seed and mulch as described in Exhibit C-14, Section 1800. If log year. Decommissioning shall include sub-soiling of the entire roadbed to a depth of 18 inches or bedrock, installing water bars as hauling operations are not completed within one calendar year sub-soiling and seed and mulching may be completed upon the following calendar year after completion of log hauling operations.

Fill material used in the construction of temporary route beds will be pulled back, properly placed, and stabilized on a sub-soiled running surface for re-establishment of the original ground line.

34-6-30 (A1-B) Brimstone ASC

0.00	Jct. with35-6-8. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road surface;
	cleaning ditch lines; and cleaning all culvert inlets and outlets.
0.00	Existing 18" CMP
0.12	Existing 18" CMP

Jct. Spur left user created ATV trail

0.23 0.33 0.47

Existing 18" CMP

Existing 18" CMP

Existing 18" CMP Existing 24" CMP Existing 18" CMP Existing 24" CMP Existing 18" CMP Existing 18" CMP		18" (18" (18" (18" (18" (18" (18" (18" (Existing 18" CMP Existing 18" CMP Existing 18" CMP, jct. 34-6-19.4 to left Existing 18" CMP Existing 18" CMP, jct. 34-6-19.1 to right Existing 18" CMP Spur right and left, no numbers Existing 18" CMP
0.50 0.56 0.62 0.69 0.73 0.85	1.02 1.12 1.28 1.36 1.43	1.48 1.56 1.66 1.72 1.80 1.92 1.96	2.24 2.29 2.37 2.50 2.63 2.80 2.93 3.07

18 Existing 18" CMP 28 Jct. to left unknown number			57 Jct. 34-7-13.4 to left										reshaping road surface; cleaning ditch lines; and cleaning all culvert inlets and outlets.
3.18	3.40	3.54	3.57	3.60	3.73	3.85	3.88	3.93	4.09	4.18	4.27	4.36	

34-7-13

Brimstone Sp 1 PRR

,, watering, rolling and reshaping road	Medium to Heavy Brushing
Jct. with 34-6-30. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road	surface; cleaning ditch lines; and cleaning all culvert inlets and outlets. M
0.00	

2	
,)	Existing 18" CMP
	90.0

0.12 0.23 0.33 0.41 0.62 0.69

Existing 18" CMP
Existing 18" CMP
Jct. Spur left and right not numbered Begin Unit 13-6

End Unit 13-6

Existing 18" CMP Existing 18" CMP Existing 18" CMP

34-7-13.4 Mike Spur PRR

0.00 0.40 0.50 0.72 0.82 1.05	Jct. with34-6-30. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road surface, and reconditioning existing drivable dips. Med Brushing Existing Drivable Dip Property line with BLM and Josephine County. Property line with Josephine County and BLM End Road Renovation at Unit 13-10 boundary. Property line with Spalding, Josephine County, and BLM. End road
	renovation which includes brushing; blading, watering, rolling and reshaping road surface and reconditioning existing
	o o o o o o o o o o o o o o o o o o o

drivable dips.

Quartz Sp 34-7-23

lct. with35-6-8. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road surface; cleaning ditch lines; replacing culvert with ½ round, and cleaning all culvert inlets and outlets. Light – Med Brushing Begin Unit 23-6 to left and Unit Begin Unit 23-16 to right Existing 18" culvert with 21" x 20" ½ round Existing 18" culvert with 21" x 20" 1/2 round Existing 18" culvert with 21" x 30' 1/2 round Existing 18" culvert tree in inlet Existing 18" culvert Existing 36" culvert Existing 18" culvert Begin Unit 23-8A Begin Unit 23-8B End Unit 23-8B End Unit 23-8A End Unit 23-6 0.00 0.48 0.52 0.63 0.70 0.38 0.75 0.78 0.20 0.26 0.37 0.42 0.71 0.13

Existing 18" culvert, with 21" x 20' 1/2 round Replace with 18" x 40' culvert, with 21" x 20' 1/2 round culvert with Existing 18" culvert with 21" x 30' 1/2 round Existing 18" culvert, Existing 18" culvert Existing 18" culvert anchors 1.13 1.06 0.94 1.01

End Unit 23-16, Begin Unit 23-11

Existing 18" culvert

0.84

0.81

End Unit 23-11

Existing 18" culvert, with 21" x 30' 1/2 round Replace 1/2 round 21" x 30' with anchors. Existing 18" culvert, with 21" x 20' 1/2 round 1.21

Begin Unit 23-15B 1.46 1.51

Existing 18" culvert, with 21" x 20' 1/2 round

1ct. with35-6-8. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road surface. End Unit 23-15B End road renovation which includes brushing; blading, watering, rolling and reshaping road surface; End Unit 27-24 End road renovation which includes brushing; blading, watering, rolling and reshaping road surface; End road renovation which includes brushing; blading, watering, rolling and reshaping road surface. Begin Temp Jct. with35-7-11. Begin road renovation which includes brushing; blading, watering, rolling and reshaping road cleaning ditch lines; replacing culvert with ½ round, and cleaning all culvert inlets and outlets. surface; and reconstructing and armoring existing drivable water dip. Hog Creek Spur 3 Quartz Sp 5 34-7-27.3 34-7-23.1 GRR NAT Reconstruct existing drivable water dip and armor Existing 18" culvert with 21" x 30' 1/2 round Route 1 Begin Unit 23-1 Begin Temp Route 2 Begin Temp Route 3 Begin Unit 23.2A Begin Unit 27-24 End Unit 23.2A 1.63 0.00 0.25 0.34 0.00 0.18 0.20 0.29 0.34 1.61 0.17 0.17

and reconstructing existing drivable water dip.

34-7-36 Old Hog Creek Ridge Road PRR/NAT

BST - ASC-GRR **35-6-8** (A-E) Quartz Creek

0.00	Jct. with Hugo Road BLM maintenance . Existing 20' bituminous surface with ditch.
1.90	End Segment A
4.10	Junction 34-6-30 to right. End bituminous surface begin 14' aggregate surface. End BLM maintenance.
4.10	Begin road renovation which includes brushing; blading, watering, rolling and reshaping road surface; cleaning ditch
	lines; and cleaning all culvert inlets and outlets.
110	End Commont D Dowin CDD

4.10	Junetion 34-0-30 to fight. End offenmous surface degin 14 agglegate sufface. End Dely
4.10	Begin road renovation which includes brushing; blading, watering, rolling and reshaping rc
	lines; and cleaning all culvert inlets and outlets.
4.10	End Segment B Begin GRR
4.50	End Segment C
4.65	End Segment D1
4.78	Existing 18" CMP
4.90	Existing 18" CMP
5.06	Existing 18" CMP
5.19	Existing 18" CMP
5.27	Existing 18" CMP
5.41	Existing 18" CMP with 21" x24' 1/2 round
5.55	Existing 18" CMP
5.70	Existing 18" CMP
5.81	Existing 18" CMP
5.94	Existing 18" CMP
6.07	Existing 18" CMP
6.24	Existing 18" CMP
6.41	Existing 18" CMP
6.42	Property line with BLM/State
6.53	Property line with State/BLM
6.57	Property line with BLM/Josephine County
6.85	Existing 18" CMP
86.9	Existing 18" CMP
706	D

Property line with Josephine County/BLM

6.42 6.53 6.57 6.85 6.98 7.05

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7.19	Existing 18" CMP
7.23	Jct. 34-7-23 to left
7.25	Begin Unit 23-8B
7.28	Existing 18" CMP
7.51	End Unit 23-8B
7.58	Begin Unit 23-8A
7.72	End Unit 23-8A
7.90	End Segment D2 Jct. 34-7-23.1 to left. End road renovation which includes brushing; blading; watering, rolling and
	shaping road surface; cleaning ditch lines; and cleaning all culvert inlets and outlets.

35-7-11 (A-C) Hog Creek BST

Junction with county road Merlin Galice Road. BLM maintenance. Existing 20' bituminous surface with ditch.
 Junction 34-7-27.3 to left. End bituminous surface begin 14' aggregate surface. End BLM maintenance

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Temp Route 1 Unit 23-1

0.00 0.01 0.25	Begin with jct. 34-7-23.1 Begin construction of Temp Route light clearing and grubbing, stumps, 35-55% side slopes Decommission, water bar, seed, mulch, and barricade after use. Construct Barrier End construction of Temp Route in Unit 23-1
	Temp Route 2 Unit 27-24
0.00	Begin with jct. 34-7-27.3 Begin construction of Temp Route light clearing and grubbing, stumps, 35-45% side slopes Decommission, water bar, seed, mulch, and barricade after use.
0.02	Construct Barrier
0.04	End construction of Temp Route in Unit 27-24
	Temp Route 3 Unit 27-24
0.00	Begin with jct. 34-7-27.3 Begin construction of Temp Route light clearing and grubbing, stumps, 45-65% side slopes Decommission, water bar, seed and mulch, and barricade after use.
0.01	Construct Barrier
0.02	End construction of Temp Route in Unit 27-24

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Sale Name: Brimstone Salvage

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

Josephine County, Oregon

INDEX

SPECIAL PROVISIONS

100	GENERAL
200	CLEARING AND GRUBBING
300	EXCAVATION AND EMBANKMENT
400	PIPE CULVERTS
500	RENOVATION OF EXISTING ROADS
600	WATERING
1800	SOIL STABILIZATION
2600	POST HARVEST WORK

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GENERAL – 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of new construction, improvements, reconstruction, quarry development, surfacing, and soil stabilization. The Purchaser shall request the conference at least 72 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representatives, subcontractors and/or his or their representatives and the Authorized Officer and/or his representatives.

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors. A Prework conference shall be scheduled at the work site for quarry development.

102 - Definitions:

<u>AASHTO</u> - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

<u>ASTM</u> - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit run rock, bank or river run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

Borrow - Excavated material required for embankments and other portions of the work.

<u>Culvert</u> - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

<u>Curve Widening</u> - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

<u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

<u>Excess Excavation</u> - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

Pioneer Road - Temporary construction access built along the route of the project.

<u>Plans</u> - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

<u>Purchaser</u> - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

<u>Roadbed</u> - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Road Centerline - Longitudinal center of roadbed.

<u>Road Improvement</u> - Work done to an existing road which improves it over its original design standard.

Road Renovation - Work done to an existing road which restores it to its original design.

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

<u>Scale</u> - In quarrying, consists of the removal of loose or overhanging rock adhering to the solid face after a shot or a round of shots has been fired.

<u>Scarification</u> - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

<u>Shoulder</u> - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

<u>Spalls</u> - Flakes or chips of stone.

<u>Specifications</u> - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

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<u>Specific Gravity</u> - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

<u>Structures</u> Bridges, culverts, catch basins, retaining walls, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

<u>Subbase</u> - Reinforcement of the subgrade with large particles of pit run or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

<u>Surface Course</u> - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

<u>Subgrade</u> - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

<u>Traveled Way</u> - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

<u>Typical Cross Sections</u> - Cross sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

<u>Turnout</u> - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

102a - Tests Used in These Specifications:

AASHTO T 11 Quantity of rock finer than No. 200 sieve.

AASHTO T 27 Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.

AASHTO T 89 Liquid limit of material passing the No. 40 sieve.

Water content at which the soil passes from a plastic to a liquid state.

AASHTO T 90 Plastic limits and plasticity index of soil.

- a. Plastic limit lowest water content at which the soil remains plastic.
- b. Plasticity index range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.

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- AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
- AASHTO T 99 Relationship between soil moisture and maximum density of soil.

 Method A 4" mold, soil passing a No. 4 Sieve.

 25 blows/layer & 3 layers.

 Method D 6" mold, soil passing a 19.00mm 3/4

 inches sieve. 56 blows/layer & 5

 layers.
- AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
- AASHTO T 180 (OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- AASHTO T 238 Determination of density of soil and soil aggregates in place by nuclear methods.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- DES. E-12 Determination of relative density of cohesionless soils.
- <u>DMSO</u> (dimethyl sulfide) Determines volume of expanding clays in aggregates. Usually associated with marine basalts.
- 103 Compaction equipment shall meet the following requirements:
- 103f <u>Vibratory roller</u>. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM),

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Sale Name: Brimstone Salvage

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corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

- 103g <u>Vibratory compactor</u>. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- 103h Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- *201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, (and as staked on the ground).
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (3) feet back of the top of the cut slope and (0) feet out from the toe of the fill slope.
- *203 Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202 and as posted.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing, (unless otherwise authorized).
- 204 Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, and protruding obstacles remaining as a result of the clearing operation between the top of the cut slope and the toe of the fill slope.
- *205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- *210 Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized

Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.

- 212 No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

EXCAVATION AND EMBANKMENT - 300

- Excavation shall consist of the excavation of road and landing cut sections, borrow sites, backfilling, leveling, ditching, grading, compaction and other earth moving work necessary for the construction of the roadway in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, and as marked on the ground with stakes or metal tags.
- 303 Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, bedding, backfill for structures, and for other purposes as shown on the plans.
- Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, and as marked on the ground with stakes or metal tags.
- 305a Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material and other deleterious materials and shall be placed and compacted as specified.
- 305b Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding (8) inches in depth.
- 305c Embankments formed of material containing less than (25) percent rock not larger than (8) inches in the greatest dimension shall be placed in (12)-inch layers. Material containing more than (25) percent rock not larger than (12) inches in the greatest dimension shall be placed in successive layers not exceeding (2) feet in thickness. Individual rocks and boulders greater than (12) inches in diameter may be used to construct (2) foot embankment layers, provided they are carefully distributed, with interstices filled with fine material to form a dense and compact mass.

- Minimum compaction for each layer of embankment and selected roadway excavation material placed shall be 1 hour of continuous compacting for each 150 cubic yards.
- The final subgrade including landings shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103f, 103g, and 103h.

 Minimum compaction shall be 1 hour of continuous compacting for each (6) stations of road or a fraction of as measured along the centerline of the constructed road. Landings and shall be compacted by routing construction equipment over full width.
- 306f Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by routing construction equipment over full width of embankment structures.
- In the case of rock fills, placement of material in layers is not required and such material may be placed by end-dumping or other methods approved by the Authorized Officer provided that the rock be reasonably prevented from escaping beyond the embankment toe.
- When material, except solid rock, encountered in cuts at subgrade, is suitable for use in forming the finished roadbed, the top 6-inch layer of the subgrade shall be thoroughly scarified for the full width of the roadbed. Roots, sod, and other deleterious material or stones that will not pass a 6-inch square opening shall be removed. The scarified material shall be processed to the optimum moisture content suitable for maximum density and compacted in accordance with these specifications.
- In cut areas where solid rock is encountered at, or near subgrade, the rock shall be excavated to a minimum depth of (6) inches below subgrade elevation and the excavated area backfilled with suitable material. The backfill material shall be processed to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306a.
- When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of (2) feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of Subsection 306a. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 320 Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.

- 321 Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321b.
- 321b Excess construction material as specified under Subsection 321 shall be loaded, hauled and disposed of at a disposal site as approved by the Authorized Officer.
- In the construction of channel changes and stream crossing embankment sections, natural stream flow shall be maintained unless otherwise provided.
- *324 Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of (2) feet on the uphill side.

PIPE CULVERTS - 400

- This work shall consist of furnishing and installing pipe culverts and other erosion control devices in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Individual lengths and locations are approximate; final lengths and locations will be determined by the Authorized Officer upon completion of the roadbed. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 402 The pipe culverts located at the following road locations:

Road No.	Sta./M.P.
34-7-23	1.01

- 403 Grade culverts shall have same gradient as the adjacent road grade, except grades shall not exceed 10% nor be less than 2%, and shall be skewed down grade 30 degrees, as measured from the perpendicular to the centerline, unless otherwise specified on the plans.
- 404 Damage to the spelter, or burn back in excess of 3/8 inch, shall be wire brushed and painted with two coats of zinc-rich paint on zinc-coated and aluminum-rich paint on aluminum or aluminum-coated pipe.
- 405 Corrugated steel riveted and helical pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 as specified on the plans.

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Coupling bands shall conform to the requirements of AASHTO M 36 and AASHTO M 218, or AASHTO M 274 with the exception of band widths and the "Hugger"-type band, which shall conform to the details, dimensions, and typical diagram shown on the plans.

- 406a "Hugger"-type coupling bands shall only be used with annular corrugated which shall consist of two (2) annular corrugations.
- 407a Half round downspouts conforming to the material and construction requirements shown on Exhibit C's shall be constructed for culverts as shown on the plans at the following locations:

Road No.	Sta./M.P.
34-7-23	<u> 1.01</u>
	1.33

- 408 Pipe culverts and pipe-arch culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the types required under these specifications shall be installed so as to provide the circumferential and longitudinal strength necessary to preserve the pipe alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.
- *410 Pipe shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged to the extent that it is unsuitable for use in the road construction, it shall be replaced at the Purchaser's expense.
- 411 Trenches necessary for the installation of pipe culverts shall conform to the lines, grades, dimensions and typical diagram shown on Exhibit C.
- *412 Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of (24) inches below the invert grade for a width of at least one pipe diameter or span on each side of the pipe and shall be backfilled with selected granular or fine readily compactible soil material.
- 413 Pipe culverts and pipe-arch culverts shall be bedded on a selected granular or fine readily compactible soil material having a depth of not less than (10) percent of the diameter or height of the drainage structure concerned or a minimum depth of:

Pipe Corrugation	Minimum
<u>Depth</u>	Bedding Depth
1/2 inch	1 inch
1 inch	2 inches
2 inches	3 inches

Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.

- The invert grade of the bedding shall be cambered in accordance with the requirements and details shown on the plans and as directed by the Authorized Officer.
- 414a The invert grade of the bedding shall be cambered at the middle ordinate a minimum of (1) percent of the total length of the drainage structure. Camber shall be developed on a parabolic curve.
- 416 Side-fill material for pipe culverts shall be placed within (1) pipe diameter, or a minimum of (2) feet, of the sides of the pipe barrel, and to (1) foot over the pipe with fine, readily compactible soil or granular fill material free of excess moisture, muck, frozen material, roots, sod, or other deleterious or caustic material and devoid of rocks or stones of sizes which may impinge upon and damage the pipe or otherwise interfere with proper compaction.
- 423 Construction of catch basins conforming to lines, grades, dimensions and typical diagrams shown on Exhibit C, included in the plans, shall be required.
- 427 The Purchaser shall record culvert sizes, lengths and location actually installed on a copy of the culvert list. This culvert list shall be furnished to the Authorized Officer.
- 428 The Purchaser shall be responsible for removal and disposal of the old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the project site prior to acceptance of road construction for each road renovation.
- Dewatering: Keep excavation site dewatered so that installation of culverts are completed under dry conditions. Dispose of excess water by using pumping or natural drainage ways near the site and in a manner that will avoid damage to adjacent property.
 Provide for downstream water flow with no more that 10% increase in natural stream turbidity due to transport of excavated material or sediment during construction.
 Diversion streams shall not be returned to the natural channel until all in stream work has been completed.

RENOVATION OF EXISTING ROADS - 500

This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, as shown on the plans, and as marked on the ground with

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stakes or metal tags.

501a - This work shall include the removal and disposal of slides in accordance with these specifications.

The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following locations:

	1	C
Road No.	From	То
34-6W-30.00	0.00	4.36
34-7W-13.00	0.00	0.97
34-7W-13.04	0.00	1.12
34-7W-23.00	0.00	1.63
34-7W-23.01	0.00	0.34
34-7W-27.03	0.00	0.34
34-7W-36.00 A-G1	0.00	4.12
35-6W-8.00	4.10	7.90

- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- The inlet end of all existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration.
- The finished grading shall be approved in writing by the Authorized Officer. The Purchaser shall give the Authorized Officer 5 days notice prior to final inspection of the grading operations.

WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds laying dust, or for other uses in accordance with these specifications.
- Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction

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requirements in conformance with these specifications, and for laying dust during work periods.

- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

SOIL STABILIZATION - 1800

- 1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans.
- Soil stabilization work consisting of seeding and mulching shall be performed on all disturbed portions of roads shown in Section 2601, landings, and all disturbed areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection(s) 1802a shall be performed during the following seasonal periods:

From: August 1 to: October 31

1804 - The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

	Germination	Purity	Weed Content
<u>Species</u>	Min. %	Min. %	Max. %
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 general region where the project occurs.

The Purchaser shall furnish the Authorized Officer a Seed Test Result from a certified seed testing lab (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.

Genetically appropriate native plant species (seed or other native plant materials) shall be selected as a first choice for project work. If native grass/forb seed or (other plant

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materials) is not available, non-native species to be used shall be approved by the appropriate resources specialist (botanist, native plant coordinator, etc.) and authorized officer prior to application on the ground.

1805 - The Purchaser shall mix grass seed specified under Subsection 1804 in the following proportions: Seed Mixture "A":

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

- 1809d Straw mulch shall be from native grass or other approved grain crops which are certified weed free, and free from noxious weeds, mold, or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing in a uniform manner. Straw mulch shall be applied evenly in treatment areas to a depth of 2 inches (approximately 1000 lbs/ac), or as directed by the Authorized Officer.
- Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided it is maintained in a dry state and has the approval of the Authorized Officer.
- 1811 Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string, or hemp rope. Wire binding and plastic twine will not be permitted.
- 1812 The Purchaser shall furnish and apply to acres designated for treatment as shown on the plans, a mixture of grass seed and mulch material at the following rate of application:

Grass seed 20 lbs./acre Mulch 1000 lbs./acre

- 1816b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1820 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.
- Mulch that collects at the ends of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer's Rep.
- 1823 No material shall be applied when wind velocities would prevent a uniform application of

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the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.

1826 - Twine, rope, sacks, and other debris resulting form the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

POST HARVEST ROAD WORK - 2600

2601 - Construct barricades and construct waterbars on the following roads after use during same operating season:

Road No.	From	То
Temp Route 1	0.00	0.25
Temp Route 2	0.00	0.04
Temp Route 3	0.00	0.02
•	TOTAL MILES	0.31

2601a - Construct barricades on the following roads after use during same operating season:

Road No.
Temp Route 1
Temp Route 2
Temp Route 3

- 2602 Post harvest road work shall consist of the following treatments:
 - a. Construct water bars at 200' spacing, or as staked or directed by the Authorized Officer's Representative.
 - b. As directed by the Authorized Officer construct rock, log, or earth barricades near the beginning of road to be decommissioned. The final locations will be staked by the Authorized Officer's Rep.

Exhibit C15
Sale Name: Brimstone
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SPECIAL PROVISIONS

- 1. Before the initial start of road renovation, construction, reconstruction, or surfacing operations, or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer 48 hours in advance of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, at least as good as the condition just prior to such damage.
- 3. All disturbed soil shall be seeded and mulched. Purchaser shall apply native grass seed and Certified Weed Free straw mulch for soil stabilization operations. BLM will furnish native grass seed, **if available**. Certified weed free straw mulch will be the responsibility of the contractor.
- 4. All stream channel culvert inlets shall be cleaned between **July 1**st **and September 15**th in accordance with Oregon Department of Fish and Wildlife (ODFW) in-stream work period guidelines.
- 5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the stream side of a culvert to the downstream side of the culvert.
- 6. Roadside brushing cutting limits beneath or adjacent to bridges shall extend 8 feet horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. Cut brush and trees shall be removed from beneath the bridge and from the stream channel.
- 7. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. All debris resulting from roadside brushing activities shall be scattered downslope. Use of Excavators for brush removal will be at the discretion of the Authorized Officer. All culvert inlets and outlets shall be brushed for a radius of 4 feet.
- 8. While roadside brushing through private industry lands, conifer trees at the edges of the cleared area (see cutting limit, Exhibit C11) shall have the branches pruned rather than being felled.
- 9. All stumps, designated by the Authorized Officer, which would interfere with normal blading and road renovation operations (including turnouts), shall be removed in such a way as to not cause damage to the drainage ditch or the road bed. Stumps that are ground-down, shall be ground to a minimum of 3 inches below existing grade.

Exhibit C15
Sale Name: Brimstone
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10. Decommissioning of temporary spurs: fill material used in the construction of temporary route beds will be pulled back, properly placed, and stabilized on a sub-soiled running surface for re-establishment of the original ground line.

SPECIFICATION TABLE OF CONTENTS

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GENERAL - 3000

- The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C)(4) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit. 3001
- The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404. 3001a
- The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. 3002
- The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3003
- 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 The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily 3004

OPERATIONAL MAINTENANCE - 3100

- Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Authorized Officer. 3101
- The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect ills as directed by the Authorized Officer. 3103
- 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. 3104

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

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.

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

- The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment. ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining 3105
- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement. 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 3106

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.

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. 3107

- 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.
- 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. 3108
- 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. 3108a

SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling 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. 3201
- The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200, on all roads maintained logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or seasonal operations. This includes all roads used and not used during the preceding operating seasons. 3202
- 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. 3203
- 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. 3204

FINAL MAINTENANCE - 3300

- have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions 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) 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall 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 the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser. 3301
- 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. 3302

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 If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or

OTHER MAINTENANCE - 3400

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

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.

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 Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the when a specified lesser rate is approved by the Authorized Officer.

3403

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
34-6W-30.00	0.00	4.36
34-7W-13.00	0.00	0.97
34-7W-13.04	0.00	0.84
34-7W-23.00	0.00	1.63
34-7W-23.01	0.00	0.34
34-7W-27.03	0.00	0.34
35-6W-8.00	4.10	7.90
34-7W-13.04	0.00	0.22
34-7W-36.00 A	0.00	0.59
34-7W-36.00 B-G1	0.59	4.12

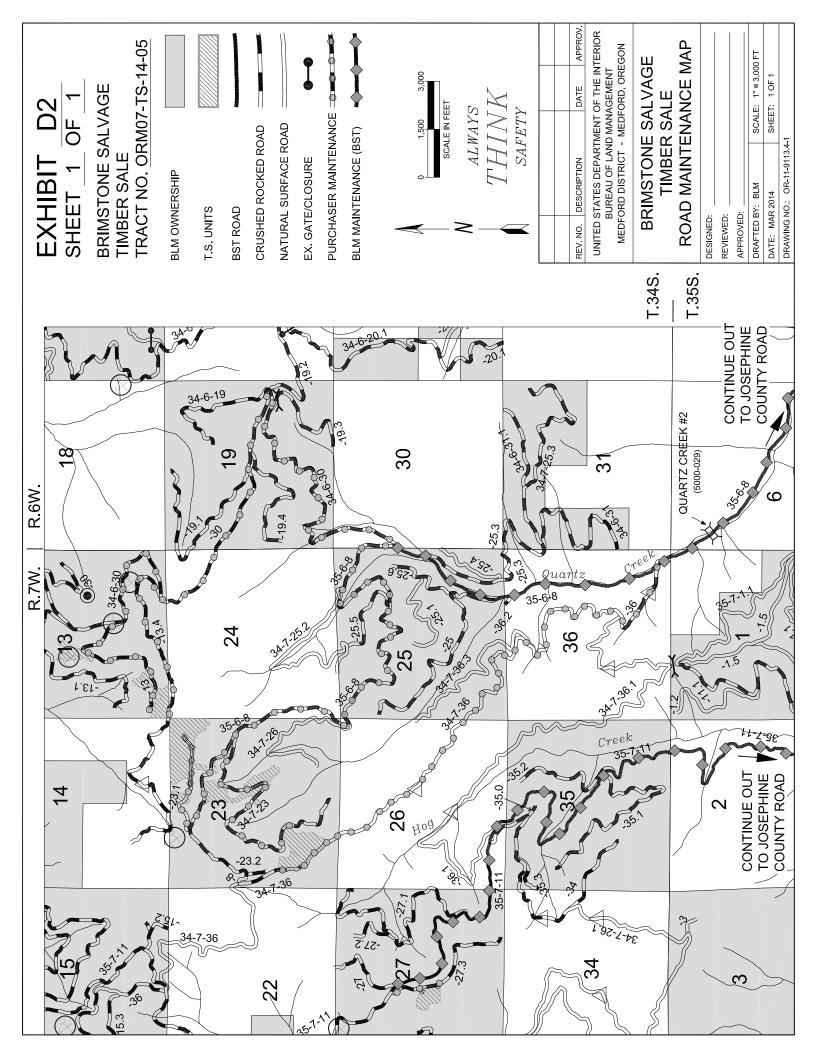
reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a palliatives in lieu of watering, based on equipment rental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

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
34-6W-30.00	00.0	4.63
34-7W-13.00	00.0	26.0
34-7W-13.04	000	0.84
34-7W-23.00	000	1.63
34-7W-23.01	0.00	0.34
34-7W-27.03	0.00	0.34
35-6W-8.00	4.10	7.90
34-7W-13.04	0.00	0.22
34-7W-36.00 A	0.00	0.59
34-7W-36.00 B-G1	0.59	4.12

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.

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



BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 1 of 10

SELECTION CRITERIA-DESIGNATION BY PRESCRIPTION EXHIBIT E

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are to be retained and which trees are to be cut and removed. Consider safety in determining whether a fire-killed or fire-injured snag should remain standing. The operator will have flexibility and responsibility to remove any snag or tree deemed unsafe for workers on site.

The Selection of retention shall comply with Brimstone-Stratton Special Provisions Sec 41. The Purchaser shall leave all boundary trees marked with orange paint and/or poster tags including orange marked trees within Unit 23-1 delineating temporary roads and cultural trees. Within harvest units, the Purchaser shall also leave live hardwoods and live green conifers with a low probability of mortality as defined in Appendix 1 of this Exhibit.

Before cutting and removing any trees necessary to facilitate logging in all Harvest Units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. Trees that are removed to facilitate logging do not count toward the leave tree requirements described below.

<u>Treatment Objectives</u>: Recover mortality and anticipated mortality in designated unit areas impacted by the Brimstone and Stratton Creek Fires. Retain structural features of snags and coarse woody debris per RMP direction (2 snags per acre to meet the requirement for cavity nesting birds at 40 percent of potential population levels and 120 linear feet of decay class 1 and logs per acre \geq 16 inches in diameter and \geq 16 feet long). Retain structural features of the stand as wildlife components.

<u>Prescription</u>: Salvage harvest fire-killed and fire-injured trees using the determining variable of percent crown scorch as defined in Appendix 1. Use retention criteria per unit described below to retain trees and coarse woody debris in clumps and/or dispersed stems (clumps are preferred). Fire-killed and fire-injured trees in excess of retention standards may be harvested. **Appendix 1** describes the condition of trees available for removal. **Appendix 2** illustrates desirable reserve snags and snag clumps. **Appendix 3** illustrates possible scenarios for distributing retention snags. **Appendix 4** describes the characteristics of snags and coarse woody debris.

In determining what material to retain to meet the required snag and coarse woody debris per acre, the Purchaser shall make selections based on the following criteria and apply these to <u>all</u> harvest units:

LIVE GREEN TREES

- Trees considered **not suitable** for harvest:
 - Conifers with a low probability of mortality (see Appendix 1).
 - Live hardwoods.
 - Orange marked trees.

BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 2 of 10

SNAGS

- Desired individual tree characteristics
 - Retain the <u>largest available</u> snags ($\geq 16''$ DBH and ≥ 50 feet in height) per acre if not a hazard to the operation (some units may not provide enough $\geq 16''$ DBH snags).
 - Favor retaining large wolf trees or trees with heavy branching or poor form.
 - Favor leaving the most windfirm snags, considering taper (H/D ratio), exposure, etc.
 - Refer to Appendix 2 for examples.
- Retained snags should reflect the species mix of the original stand.
- Retain all non-hazardous large hardwood snags (≥ 16 inches DBH).
- Retain non-hazardous older decay classes (3, 4, and 5) and protect to the greatest extent possible from disturbance. These may count towards the snag retention goal.
- If a retention snag needs to be fallen for safety concerns another snag of similar size will be retained in substitution.
- Leave trees may be left in a variety of configurations in harvest units. These may be dispersed or clumped, although **retention of clumps is preferred** to single trees.
 - Distribution and size will depend on conditions in each unit and unit size will
 influence the amount of structure available. Appendix 3 illustrates possible scenarios
 of distributing snags within a unit.
- Reserve snags in clumps wherever possible.
 - In units greater than 5 acres, avoid placing clumps entirely on the sides or bottoms of the unit and preferably, include interior clumps in the distribution.
 - Clumps should vary in size and shape and range from a few trees to larger blocks.
 - Clumps are preferred within the interior of the unit as safe operations permit.
 - Clumps can also be placed along the bottom and/or along a portion of the sides in a wedge pattern from the edge of the unit.
 - Clumps may include any combination of live green leave trees, sub merchantable material, and snags.
- Excess snags retained in a unit can count towards filling any deficit coarse woody debris retention.
- Snags \geq 16" DBH and \geq 50 ft. along the unit boundary, but not beyond may be counted towards retention.
- Some options to retain snags and/or snag clumps can include:
 - Groupings of wolf trees, and/or wildlife trees (painted orange "W" on the bole of the tree).
 - Among understory trees
 - Among large windfirm conifers
 - Around shrub understories
 - Inoperable areas within the unit such as rock outcrops, steep slopes, sensitive soils
 - Around clusters of coarse woody debris

BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 3 of 10

COARSE WOODY DEBRIS (CWD)

- Retain 120 linear feet per acre of CWD \geq 16 inches small end diameter and \geq 16 ft. minimum length (16" x 16') using decay class (DC) 1 and 2 material.
 - Refer to Appendix 4 Table 4-2 for conversion from tree diameter class to the number of qualifying 16 foot logs.
 - Where this retention cannot be met with existing CWD, use standing material to make up the deficit.
- If removing down woody material (DWM) for a merchantable product, ensure that 280 linear feet per acre of non-merchantable DWM is met first (total CWD and DWM should equal 400 linear feet per acre before extraction begins).

PURCHASER TALLY OF MARKED TREES:

For all units, the Purchaser shall record trees marked for retention. Marked trees shall be recorded on tally cards by species using two (2) inch diameter class. Table 1 provides the total count required for each unit.

Falling of trees in a unit will occur only after marking has been accepted.

COMPLIANCE INSPECTION:

Compliance inspection of the marking will occur after tally cards are submitted to the Government and prior to the falling of trees within the unit to be inspected. Inspection will consist of the collection of sampled plot data by the Government. Non-compliance with the Prescription and/or Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract.

Inspections will be on a unit basis and will be made on a series of 200 foot line transects or fixed radius plots at the minimum rate of one transect or plot per five acres on units greater than twenty (20) acres. For units less than twenty (20) acres, a minimum of five transects or plots will be taken. Transects or plots would be representative of the unit.

The following data will be collected at each plot:

- 1. Number of snags
- 2. Number of trees that should be retained to meet the prescription
- 3. Number of properly selected clumps/trees (see Appendix 2)
- 4. If the transect line or plot radius intercepted a leave clump

Marking will be accepted if all of the following are met:

- 1. The total number of snags and CWD are marked in the unit and recorded, as previously described, on tally cards
- 2. A minimum Work quality Percentage (WQP) of ninety five (95) percent is achieved. The WQP will be derived by dividing the number of properly selected trees to be retained by the total number of trees that should be retained.

<u>Units 13-10 (10 ac), 13-6 (9 ac), 13-9 (6 ac), 23-1 (39 ac), 23-11 (1 ac), 23-15A (8 ac), 23-15B (20 ac), 23-16 (5 ac), 23-2A (4 ac), 23-6 (9 ac), 23-8A (11 ac), and 23-8B (5 ac):</u>

- Retain <u>2 largest available</u> snags per acre (≥ 16" DBH) if not a hazard to the operation.
- Retain non-hazardous older snags (decay classes 3, 4, and 5) and protect to the greatest extent possible from disturbance. These would further contribute to snag retention target.
- Retain 120 linear feet of CWD \geq 16 inches small end diameter and \geq 16 ft. minimum length (16" x 16") using DC 1 and 2 material.
 - Where this retention cannot be met with existing coarse woody debris, merchantable material will be used to make up the deficit.
- Retain 280 linear feet of non-merchantable DWM before extracting merchantable DWM.
- Units 23-6 and 23-16: Retain all CWD
- <u>Unit 23-2A</u>: Snag retention can be grouped in the 1 acre inoperable area delineated to the north in orange paint/flagging where there are snags ≥ 16 inches DBH.
- <u>Unit 23-1</u>: Approximately ten (10) conifer trees within the unit boundary have been designated as leave trees with one (1) band of orange paint at breast height and orange paint at the stump base. Leave all orange-marked trees within the harvest area and tally only those that meet the definition of a snag.
- See Table 1 for required total snag retention to meet snag and CWD targets.

Unit 27-24 (10 ac):

- Retain 4-7 largest available snags per acre (≥ 16" DBH) if not a hazard to the operation.
- Retain non-hazardous older snags (decay classes 3, 4, and 5) and protect to the greatest extent possible from disturbance. These would further contribute to snag retention target.
- Retain all CWD.
- See Table 1 for required total snag retention to meet snag and CWD targets.

Table 1. Leave tree requirements (snags ≥ 16 inches DBH) to satisfy both minimum snag and CWD retention guidelines

		Existing linear ft. CWD	Average Tree	Minimum total number of leave snags ≥ 16"
Unit	Acres	≥16" & ≥16' per acre	Height	required for snag & CWD retention
13-10	10	257	104	20
13-6	9	342	95	18
13-9	6	196	104	12
23-1	39	311	167	78
23-11	1	342	116	2
23-15A	8	428	157	16
23-15B	20	171	163	40
23-16	5	0	74	20
23-2A	4	0	82	20
23-6	9	342	87	18
23-8A	11	266	176	9
23-8B	4	114	171	12
27-24	10	491	153	40-70

APPENDIX

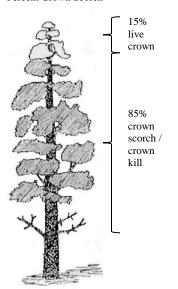
1. The Southwest Oregon Forest Insect and Disease Service Center guidelines (SWOFIDSC 2001).

The SWOFIDSC guidelines focus on fire-injured conifers in southwestern Oregon with a high probability (≥ 75%) of mortality within 4 years following fire and based upon published literature and professional experience. They were initially developed in 1999 by Don Goheen (Pathologist / Entomologist, USDA Forest Service, retired), tested that year, and again in 2001 on fires on the Rogue River National Forest.

Species	% Crown Scorch
Douglas-fir	More than 70
Sugar Pine	More than 65
Ponderosa Pine	More than 70
Incense Cedar	More than 90
White Fir	More than 40
Western Hemlock	More than 25

Percent crown scorch is a measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be <u>obvious</u> to the naked eye as yellowish brown or red needles). Lower branches dead before the fire should not be included when determining crown scorch.

Percent Crown Scorch



To evaluate visual estimation of percent crown scorch:

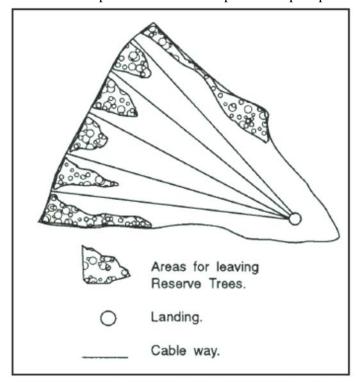
- Position yourself to view the entire tree crown, preferably at right angles to the direction of fire spread.
- Reconstruct the pre-fire crown appearance by looking at the fine branch structure and needles.
- Estimate the percent of crown killed by the fire based on your estimation of the pre-fire crown area. These include areas with yellowish brown, brown, or red needles, as well as blackened fine branches.
- Assess the tree with consideration to all sides of the crown. One side may show higher crown scorch than the opposite side.
- Borderline Douglas-fir can be evaluated for presence of boring dust.
 Borderline trees with boring dust greater than 90% of the bole are mass-attacked by beetles, will die regardless of fire injury, and can be removed.
- Lower crowns that contain blackened fine branches contribute to crown scorch. Lower branches lacking fine twigs were likely dead before the fire and should <u>not</u> be included in crown scorch. Unsymmetrical crown bases may be visually moved to even out the crown shape.

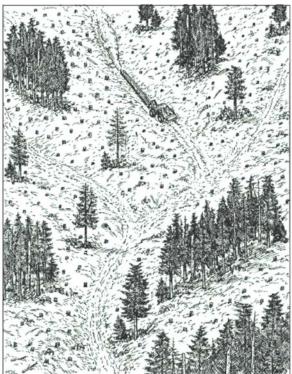
BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 6 of 10

2. Desirable leave tree clusters (Unit 23-1)



3. Example scenarios of clump and clump-dispersed distributions in a unit.







Source: Guidelines for Selecting Reserve Trees (Publication F417-092-000 [08/2005]

BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 8 of 10

4. Coarse Woody Debris and Snags

Trees designated for coarse woody debris should have characteristics of decay class 1 and 2 logs (e.g., bark intact, limbs intact, texture mostly sound, round shape). To meet the 1995 ROD/RMP guidelines, leave a minimum of 120 linear feet of logs per acre greater than or equal to 16 inches in diameter at the large end and 16 feet long (120 linear feet is equivalent to 7.5, 16-foot logs) (Information Bulletin OR-97-064 and Instruction Memorandum OR-95-028).

In addition, a minimum of 280 linear feet of DWM shall be retained, where present, to meet a combined total of 400 linear feet CWD and DWM. Where this number is met, additional merchantable DWM resulting from the fire event (windthrow, retardant drops, and other suppression activities) may be removed as a commercial product.

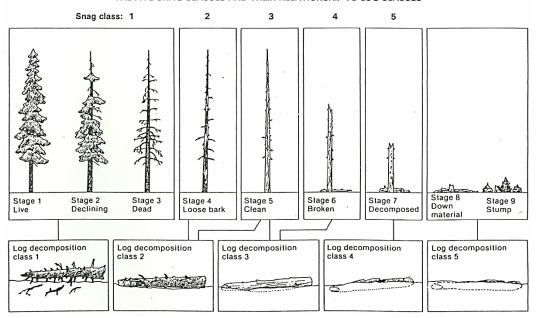
Table 4-1. Coarse Woody Debris / Down Woody Material Decay Classes							
Log	Decay Class						
Characteristics	1	2	3	4	5		
Bark	Intact	Intact	Trace	Absent	Absent		
Twigs <3 cm.	Present	Absent	Absent	Absent	Absent		
Texture	Intact	Intact to partly soft	Hard, large pieces	Small, soft blocky pieces	Soft and powdery		
Shape	Round	Round	Round	Round to oval	Oval		
Color of wood	Original color	Original color	Original color to faded	Light brown to reddish brown	Red brown to dark brown		
Portion of log on ground	Tree elevated on support points	Tree elevated on support points but sagging slightly	Tree is sagging near ground	All of tree on ground	All of tree on ground		
Invading roots	None	None	In sapwood	In heartwood	In heartwood		

Table 4-2. Number of 16-foot Logs
produced by Tree Diameter Class

produced by Tree Diameter Class								
Tree DBH	Number of logs per tree 16" by 16'							
16"	1							
20"	1							
24"	3							
28"	4							
32"	5							
36"	6							
40"	6							
44"	7							
48"	7							
52"	8							
56"	8							
60"	9							
64"	9							

	. Physical Characteristics of Snags oration Stage
Stage	Characteristics
1	Limbs and branches all present Pointed tree top Tight bark Recently dead
2	Few limbs No fine branches Pointed or broken tree top Variable level of bark remaining
3	Limb stubs only Decay in upper bole Some decay at base of bole Variable level of bark remaining
4	Few or no stubs No fine branches Broken top Loose or no bark





Source: Forest Survey Handbook BLM Manual Supplement Handbook 5250-1. 1995. Stand Exam Detail Screen

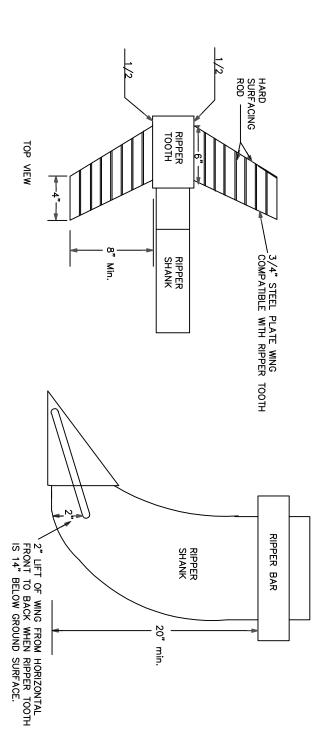
U.S.D.I. BLM MEDFORD DISTRICT CONTRACT EXHIBIT E TIMBER SALE NO. ORM07-TS-14-05 JOSEPHINE COUNTY

BRIMSTONE SALVAGE TIMBER SALE T.34S, R.7W, SEC. 13, 23, & 27 WILL. MER. SELECTION CRITERIA MARKING GUIDE Page 10 of 10

DEFINITIONS

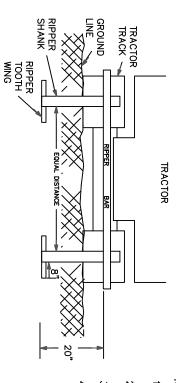
- Coarse Woody Debris (CWD): Portion of tree or entire tree that has fallen or been cut and left lying on the forest floor. Minimum qualifying stem as defined in this project must be ≥16 inches in diameter and ≥16 feet long.
- Conifer: A tree that is usually evergreen with cones and needle-shaped leaves and produce wood known commercially as "softwood".
- DBH: Diameter of the tree at breast height, measured at four point five feet (4.5') above the ground level from the uphill side of the tree.
- <u>Down Woody Material (DWM)</u>: Logs lying on the forest floor that include merchantable and non-merchantable material in all decay classes.
- <u>Fire-Killed Tree</u>: A standing or fallen conifer tree with 100% of the crown scorched showing brown needles or the crown is black with no needles.
- Fire-Injured Tree: A conifer tree exhibiting crown scorch while still retaining green needles.
 Some fire-injured trees may die within the next 4 years (Appendix 1).
- Fire-Injured Trees with a High Probability of Mortality: Standing trees that meet the
 description of fire-killed or fire-injured trees with a high probability of mortality defined in
 Appendix 1.
- <u>Hardwood</u>: A live green broad-leaved tree which usually has a single well-devined trunk and is capable of attaining a height greater than 20 feet. These include, but are not limited to alder, chinquapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.
- <u>Leave tree</u>: Live green tree to be retained within the specifications of this prescription. These include live green conifers and large hardwoods, as well as fire-injured trees with a low probability of mortality as designated in Appendix 1.
- Percent crown scorch: A measure of the proportion of foliage that has been killed by the fire
 relative to the entire amount of foliage that was present before the burn (scorched foliage
 should be obvious to the naked eye as yellowish brown or red needles).
- Snag: Standing dead tree from which the leaves and most of the branches have fallen or a standing section of the stem of a tree broken. Includes standing green trees that exhibit a high probability of mortality within the next 4 years (see Appendix 1).





SIDE VIEW

TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

- USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
- WELD THAT ATTATCHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
- RIPPER SHANKS AND RIPPER TEETH MAY BE NEW
- OR USED.

 OR USED.

 WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

DISTRICT	MEDFORD	E AREA	RESOURCE	ASHLAND
INTERIOR	OF THE INTE	DEPARTMENT OF THE I	D STATES I	UNITE

WING RIPPER DETAIL

DESIGNED		
REVIEWED		
APPROVED		
CHEF, BRANCH OF ENGINEERING OR DISTRICT ENGINEERIN	DISTRICT ENGINEER	
DRAWN: JWR	SCALE: NONE	NONE
DATE: October 2009	SHEET	1 OF 1
DRAWING NO.		



United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District: Medford

Sale Name: Brimstone

Sale Date: 04/24/2014

Appraisal Method: 16' MBF

Contract #: ORM07-TS-14-05

Job File #: 300

Master Unit: Josephine

Planning Unit: Grants Pass

Contents

Timber Sale Summary	2
Stumpage Summary	4
Prospectus	5
Exhibit B	6
Volume Summary	10
Stump to Truck Costs	13
Other Allowances Costs	14
Consolidated Comments	15

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	34S	7W	13	SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
O&C	34S	7W	23	NE1/4, E1/2NW1/4, SW1/4, NW1/4SE1/4
O&C	34S	7W	27	SE1/4NW1/4, NE1/4SW1/4

Cutting Volume (16' MBF)

Unit	DF	SP	PP				Total	Regen	Partial	ROW
13-10	80	8	2				90	10	0	0
13-6	72	7	1				80	9	0	0
13-9	48	5	1				54	6	0	0
23-1	1,845	14	13				1,872	39	0	0
23-11	8	1	0				9	1	0	0
23-15A	135	11	17				163	8	0	0
23-15B	160	18	3				181	20	0	0
23-16	39	4	1				44	5	0	0
23-2A	33	3	1				37	4	0	0
23-6	72	7	1				80	9	0	0
23-8A	202	16	22				240	11	0	0
23-8B	31	3	1				35	4	0	0
27-24	144	14	21				179	10	0	0
ROW	13						13	0	0	1
Totals	2,882	111	84	-			3,077	136	0	1

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Logging Costs per 16' MBF		Profit & Risk	
Stump to Truck Transportation Road Construction	\$ 168.33 \$ 65.90 \$ 13.19	Total Profit & Risk Basic Profit & Risk 8 % + Additional Risk Back Off	11 % 3 % 0 %
Road Amortization	\$ 0.00	Tract Features	
Road Maintenance	\$ 11.06	Avg Log Douglas-fir: 109 bf	All: 109 bf
Other Allowances:		Recovery Douglas-fir: 80 %	All: 80 %
Fuels Treatment	\$ 3.76	Salvage Douglas-fir: 100 %	All: 100 %
Misc	\$ 0.46	Avg Volume (16' MBF per Acre)	22
Other Costs	\$ 10.38	Avg Yarding Slope	45 %
Total Other Allowances :	\$ 14.60	Avg Yarding Distance (feet)	400
Total State Flavorances	<u> </u>	Avg Age	120
		Volume Cable	82 %
		Volume Ground	18 %
		Volume Aerial	0 %
		Road Construction Stations	0.00 0.00
		Road Improvement Stations	0.00
		Road Renovation Stations	0.00
		Road Decomission Stations Cruise	0.00
			ulfield, Franks, Cannon
		Date	02/01/2014
Total Logging Costs per 16' MBF	\$ 273.09	Type of Cruise	PCMTRE, 100%
		County, State	Josephine, OR
Utilization Center	s 54 Miles		•
Center #2	0 Miles	Net Volume	
Weighted distance to Utilization Centers	54	Green (16' MBF)	0
Length of Contrac	t	Salvage (16' MBF)	3,077
Cutting and Removal Time	24 Months	Douglas-fir Peeler	173
Personal Property Removal Time	1 Months	Export Volume	0
reisonai rioperty Removai rime	· WORLD	Scaling Allowance (\$0.75 per 16' MBF)	\$2,307.75

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Medford Brimstone ORM07-TS-14-05

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

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	10,399	2,882	\$ 584.30	\$ 64.27	\$ 273.09			\$ 246.90	\$ 711,565.80
SP	706	111	\$ 236.76	\$ 26.04	\$ 273.09			\$ 23.70	\$ 2,630.70
PP	81	84	\$ 199.23	\$ 21.92	\$ 273.09			\$ 19.90	\$ 1,671.60
Totals	11,186	3,077							\$ 715,868.10

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Sugar Pine			3.0	49.0	48.0	
Ponderosa Pine			4.0	78.0	18.0	
Douglas-fir		3.0	3.0	64.0	30.0	

Marginal Log Volume

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

Appraised By: Cannon, Grant **Date:** 03/03/2014

Area Approval By: Caulfield, Dave Date: 03/10/2014

District Approval By: Date:

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Prospectus

Appraisal Method: (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	10,399	2,882	2,421	4,567
Sugar Pine	706	111	95	184
Ponderosa Pine	81	84	71	119
Total	11,186	3,077	2,587	4,870

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
3,860	11,186	345	17.0	3,614	33,283	109

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
33,283	1,998	35,281	3.2	3,077	3,860	80 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
3,625	10,399	348	17.1	3,387	31,176	109

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
31,176	1,916	33,092	3.2	2,882	3,625	80 %

Cutting Areas

	Regen	Partial Cut	Right Of Way	Total
Unit	Acres	Acres	Acres	Acres
13-10	10			10
13-6	9			9
13-9	6			6
23-1	39			39
23-11	1			1
23-15A	8			8
23-15B	20			20
23-16	5			5
23-2A	4			4
23-6	9			9
23-8A	11			11
23-8B	4			4
27-24	10			10
ROW			1	1
Totals :	136		1	137

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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	2,882		
Sugar Pine	111		
Ponderosa Pine	84		
Sale Totals	3,077		

Unit Details (16' MB)

Unit	13-10	10 Acres	Value per Acre: \$0.00
Unit	15-10	10 Acres	value per Acre. 50.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	80		
Ponderosa Pine	2		
Sugar Pine	8		
Unit Totals	90		

Unit 13-6 9 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	72		
Ponderosa Pine	1		
Sugar Pine	7		
Unit Totals	80		

Unit 13-9 6 Acres Value per Acre: \$0.00

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

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39 Acres

Unit

23-1

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1,845		
Ponderosa Pine	12		

Value per Acre: \$0.00

Species	Volume	TITCC	value
Douglas-fir	1,845		
Ponderosa Pine	13		
Sugar Pine	14		
Unit Totals	1,872		

Unit	23-11	1 Acres	Value per Acre: \$0.00
------	-------	---------	------------------------

Species	Net Volume	Bid Price	Species Value
Douglas-fir	8		
Ponderosa Pine			
Sugar Pine	1		
Unit Totals	9		

Unit 23-15A 8 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	135		
Ponderosa Pine	17		
Sugar Pine	11		
Unit Totals	163		

23-15B Unit 20 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	160		
Ponderosa Pine	3		
Sugar Pine	18		
Unit Totals	181		

Unit 23-16 5 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	39		
Ponderosa Pine	1		
Sugar Pine	4		
Unit Totals	44		

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Unit Totals

Unit 23-2A	4 Acres	Value per Acre: \$0.00	
Species	Net Volume	Bid Price	Species Value
Douglas-fir	33		
Ponderosa Pine	1		
Sugar Pine	3		

37

Unit	23-6	9 Acres	Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	72		
Ponderosa Pine	1		
Sugar Pine	7		
Unit Totals	80		

Unit 23-8A 11 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	202		
Ponderosa Pine	22		
Sugar Pine	16		
Unit Totals	240		

23-8B Unit Value per Acre: \$0.00 4 Acres

Species	Net Volume	Bid Price	Species Value
Douglas-fir	31		
Ponderosa Pine	1		
Sugar Pine	3		
Unit Totals	35		

Unit 27-24 10 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	144		
Ponderosa Pine	21		
Sugar Pine	14		
Unit Totals	179		

Unit ROW 1 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	13		
Unit Totals	13		

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Medford Brimstone ORM07-TS-14-05

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Sale Volume Totals

	137 Acres	136 Regen	0 Partial	1 R/W	14 Units
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SpeciesName	# of	Merch	Cull	16' MBF	16' MBF	16' MBF	32' MBF	32' MBF	32' MBF	CCF	CCF	CCF
Speciesivanie	Trees	Logs	Logs	Net	GM	Gross	Net	GM	Gross	Net	GM	Gross
Douglas-fir	10,399	31,176	1,916	2,882	3,387	3,625	2,421	2,844	3,052	4,567	5,366	5,747
Sugar Pine	706	1,754	13	111	131	133	95	111	112	184	218	221
Ponderosa Pine	81	353	69	84	96	102	71	81	86	119	136	147
Totals	11,186	33,283	1,998	3,077	3,614	3,860	2,587	3,036	3,250	4,870	5,720	6,115

Unit Totals

Unit: 13-10	10 Acres		10 Reger	ı	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	798	1,699	32	99	94	80
Sugar Pine	94	212		10	10	8
Ponderosa Pine	7	24	3	2	2	2
Unit Totals	899	1,935	35	111	106	90

Unit: 13-6	9 Acres		9 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	718	1,529	29	89	85	72
Sugar Pine	84	191		9	9	7
Ponderosa Pine	6	21	3	2	2	1
Unit Totals	808	1,741	32	100	96	80

Unit: 13-9	6 Acres		6 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	479	1,019	19	59	56	48
Sugar Pine	56	127		6	6	5
Ponderosa Pine	4	14	2	1	1	1
Unit Totals	539	1,160	21	66	63	54

Unit: 23-1	39 Acres		39 Reger	1	0 Partial	0 R/W
	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Logs	Logs	Gross	GM	Net
Douglas-fir	2,908	12,895	1,698	2,380	2,176	1,845
Sugar Pine	43	172		17	17	14

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Ponderosa Pine	10	49	20	15	14	13
Unit Totals	2,961	13,116	1,718	2,412	2,207	1,872

Unit: 23-11	1 Acres		1 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	80	170	3	10	9	8
Sugar Pine	9	21		1	1	1
Ponderosa Pine	1	2				
Unit Totals	90	193	3	11	10	9

Unit: 23-15A	8 Acres		8 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	542	1,784		157	157	135
Ponderosa Pine	7	39	8	20	19	17
Sugar Pine	7	39	3	14	13	11
Unit Totals	556	1,862	11	191	189	163

Unit: 23-15B	20 Acres		20 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,596	3,397	64	198	188	160
Sugar Pine	189	424	1	19	19	18
Ponderosa Pine	14	48	6	4	4	3
Unit Totals	1,799	3,869	71	221	211	181

Unit: 23-16	5 Acres		5 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	389	809	16	48	45	39
Sugar Pine	47	106		5	5	4
Ponderosa Pine	3	12	1	1	1	1
Unit Totals	439	927	17	54	51	44

Unit: 23-2A	4 Acres		4 Regei	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	327	711	13	41	39	33
Sugar Pine	37	85		4	4	3
Ponderosa Pine	3	10	1	1	1	1
Unit Totals	367	806	14	46	44	37

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Unit: 23-6	9 Acres		9 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	718	1,529	29	89	85	72
Sugar Pine	84	191		9	9	7
Ponderosa Pine	6	21	3	2	2	1
Unit Totals	808	1,741	32	100	96	80

Unit: 23-8A	11 Acres		11 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	758	2,545		234	234	202
Ponderosa Pine	9	54	11	28	25	22
Sugar Pine	10	53	5	18	18	16
Unit Totals	777	2,652	16	280	277	240

Unit: 23-8B	4 Acres		4 Regei	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	315	663	13	39	37	31
Sugar Pine	37	85		4	4	3
Ponderosa Pine	3	10	1	1	1	1
Unit Totals	355	758	14	44	42	35

Unit: 27-24	10 Acres		10 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	657	2,091		168	168	144
Ponderosa Pine	8	49	10	25	24	21
Sugar Pine	9	48	4	17	16	14
Unit Totals	674	2,188	14	210	208	179

Unit: ROW	1 Acres		0 Reger	ı	0 Partial	1 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	114	335		14	14	13
Unit Totals	114	335		14	14	13

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

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 517,964.80	3,077	\$ 168.33

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Track Skidder	GM-MBF	453	\$ 74.55	\$ 33,771.15
Track Skidder	GM-MBF	118	\$ 149.10	\$ 17,593.80
Track Skidder	GM-MBF	76	\$ 127.62	\$ 9,699.12
Med Twr=40-70	GM-MBF	1,754	\$ 111.53	\$ 195,623.62
Med Twr=40-70	GM-MBF	615	\$ 228.12	\$ 140,293.80
Med Twr=40-70	GM-MBF	598	\$ 182.49	\$ 109,129.02
Subtotal				\$ 506,110.51

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Directional Falling	MBF	307	\$ 10.47	\$ 3,214.29
Subtotal				\$ 3,214.29

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	5	\$ 1,200.00	\$ 6,000.00
Dozer	3	\$ 880.00	\$ 2,640.00
Subtotal			\$ 8,640.00

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Other Allowances Costs

Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out	
Allowances Costs	Volume	Volume *	Cost	
\$44,929.00	3,077	\$14.60	\$0.00	

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Lop and Scatter-Lvl 1	\$ 4,880.00	\$ 1.59	N	\$ 0.00
Hand Pile, Cvr - Level 1	\$ 2,800.00	\$ 0.91	N	\$ 0.00
Hand Pile Brn-Level 1	\$ 360.00	\$ 0.12	N	\$ 0.00
Hand Pile, Cvr - Level 2	\$ 1,825.00	\$ 0.59	N	\$ 0.00
Hand Pile Brn-Level 2	\$ 210.00	\$ 0.07	N	\$ 0.00
Hand Pile, Cvr - Level 6	\$ 1,500.00	\$ 0.49	N	\$ 0.00
Subtotal	\$ 11,575.00	\$ 3.76		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Waterbar corridors	\$ 1,408.00	\$ 0.46		\$ 0.00
Subtotal	\$ 1,408.00	\$ 0.46		\$ 0.00

Other Costs

Detail (16' MBF)

	Total	Cost /	Buy	Buy Out
Cost Item	Cost	Net Vol *	Out	Cost
Ripping	\$ 5,810.00	\$ 1.89	N	\$ 0.00
Equipment Washing	\$ 1,800.00	\$ 0.58	N	\$ 0.00
Temporary Spur Construction	\$ 600.00	\$ 0.19	N	\$ 0.00
Hand Seeding @ 17 lb seed per hour	\$ 3,080.00	\$ 1.00	N	\$ 0.00
Mulching (2 hours/5 bales)	\$ 8,400.00	\$ 2.73	N	\$ 0.00
Waterbar Skids	\$ 225.00	\$ 0.07	N	\$ 0.00
Barricades	\$ 525.00	\$ 0.17	N	\$ 0.00
Stream and Culvert Cleaning	\$ 256.00	\$ 0.08	N	\$ 0.00
Landing Construction	\$ 3,600.00	\$ 1.17	N	\$ 0.00
Landing Clean up	\$ 4,800.00	\$ 1.56	N	\$ 0.00
Skid Construction	\$ 450.00	\$ 0.15	N	\$ 0.00
Intermediate Support	\$ 1,500.00	\$ 0.49	N	\$ 0.00
Lift Tree	\$ 900.00	\$ 0.29	N	\$ 0.00
Subtotal	\$ 31,946.00	\$ 10.38		\$ 0.00

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

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UNITED STATES

Medford Brimstone ORM07-TS-14-05

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

General
SBA Sale.
Scale for Payment.
Fire Salvage.
67% of Ponderosa Pine Blue Stained.
51% of Sugar Pine Blue Stained.
Old Growth DF Pricing.
Yarding & Loading
Track Skidder: 453 GMMBF @ \$74.55/GMMBF for estimated 8 acres in unit 23-1
Track Skidder: 118 GMMBF @ \$149.10/GMMBF for units: 13-6 (estimated 3 acres), 23-2A (estimated 1 acre), 23-16, and ROWs
Track Skidder: 76 GMMBF @ \$127.62/GMMBF for estimated 3 acres in unit 23-8A
Med Twr: 1754 GMMBF @ \$111.53/GMMBF for estimated 31 acres in unit 23-1
Med Twr: 615 GMMBF @ \$228.12/GMMBF for units: 13-6 (estimated 6 acres), 13-9, 13-10, 23-2 A (estimated 3 acres), 23-6, 23-8B, 23-11,
23-15B
Med Twr: 598 GMMBF @ \$182.49/GMMBF for units: 23-8A (estimated 8 acres), 23-15A, 27-24
Road Costs
(see Engineering Appraisal for details).
Transportation
(see Transportation appendix for details).
Other Allowances
Cover landing decks and burn landing desks is labled as hand pile cover level 6.
Prospectus

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Sale: Brimstone SS Sale Date: April 2014

Prep. By : Josh R Tract No: TS-14-05

> \$0.00 (4 1)

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) \$222.19/3077 MBF = \$0.07/MBF 1/(R-3b) (Tot Sale Vol)

2) Road Maintenance Obligation:

$$\frac{\$8693.60}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$106.55}{(3.2)} + \frac{\$4889.36}{(5.1)} = \frac{\$13689.50}{(R-2)}$$

3) Other Maintenance Payments:

	(/
Purchaser Maintenance Allowances:	

4). Purchaser Maintenance Allowances:

(5.2A)	Move In	\$932.25
(5.2B)	Culverts, Catch Basins, Downspouts	\$3300.01
(5.2C)	Grading, Ditching	\$10504.74
(5.2D)	Slide Removal and Slump Repair	\$0.00
(5.2E)	Dust Palliative (Water)	\$5614.27
(5.2F)	Surface Repair (Aggregate)	\$0.00
(5.2G)	Other	\$0.00

Total (5.2) =
$$\frac{$20351.28}{(R-2 \& Ex. D)}$$

$$(2)+3)+4)$$
 Total = \$34,040.78/3077 MBF = $(31.06/MBF)$ 1/

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

1) Road Use Fees - Amortization

R/W		Rd U	se	Vol		Road Use
Number	Road Number	Fe	ех	MBF	=	Obligation
M-660	34-7-36.00A,B,C,E,G1	-				\$222.19

(1.1) Subtotal \$222.19

2) BLM Maintenance - Timber Haul 1/2/

Road Number	Α	Surf		N	Maint	Vol		Total
and Segment	N	Type	Mi	Х	Fee x	MBF	=	Maint
35-6W-8.00	Α	BST	4.10		0.71	2563		\$7460.89
35-6W-8.00	Α	BST	1.95		0.71	335		\$463.81
35-7W-11.00	Α	BST	6.05		0.71	179		\$768.89

(2.1) Subtotal \$8693.60

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

3) Third Party Maintenance and Rockwear

		TNIAM	ENANCE (3.1)	R	OCKWEAR	(3.2)	1/ 2/
Agrmnt	Road						
Number	Number	Mi x	Fee x MBF =	Maint	Fee x	MBF =	Rkwear
M-1538	34-7-13.04	0.22			0.49	90	\$9.70
M-660	34-7-36.00 G1	0.77			0.00	335	\$0.00
M-660	34-7-36.00 E	0.26			0.00	335	\$0.00
M-660	34-7-36.00 C	1.27			0.00	335	\$0.00
M-660	34-7-36.00 B	1.11			0.00	335	\$0.00
M-660	34-7-36.00 A	0.59			0.49	335	\$96.85
ODF	34-7-36.00F	0.08			0.00	335	\$0.00
ODF	34-7-36.00 D	0.10			0.00	335	\$0.00
(3.1)	Subtotal \$0.00	<u>)</u>	(3.2)	Subtotal	\$106.	55	

- 1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
- 2/ Include lump sum logging damage repair
- 4) Other Maintenance Payments USFS or Others Perform Maintenance

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

(4.1) Subtotal <u>\$0.00</u>

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)/1/2

Road No 1/	Α		RkWear	Vol	Total
and Segment	N	Mi >	K Fee x	MBF	= RkWear
34-6W-30.00	А	3.57	0.49	224	\$391.84
34-6W-30.00	Α	0.79	0.49	134	\$51.87
34-7W-13.00	Α	0.86	0.49	54	\$22.76
34-7W-13.00	Α	0.33	0.49	80	\$12.94
34-7W-13.04	Α	0.84	0.49	90	\$37.04

34-7W-23.00	А	1.58	0.49	9	\$6.97
34-7W-23.00	Α	0.78	0.49	9	\$3.44
34-7W-23.00	Α	0.57	0.49	124	\$34.63
34-7W-23.00	Α	0.16	0.49	4	\$0.31
34-7W-23.01	Α	0.34	0.00	1885	\$0.00
34-7W-23.01	Α	0.19	0.00	37	\$0.00
34-7W-27.03	Α	0.18	0.49	179	\$15.79
34-7W-27.03	Α	0.29	0.49	90	\$12.79
35-6W-8.00	Α	0.74	0.49	1922	\$696.92
35-6W-8.00	Α	0.61	0.49	240	\$71.74
35-6W-8.00	Α	0.02	0.49	31	\$0.30
35-6W-8.00	Α	3.08	0.49	2339	\$3530.02

(5.1) Subtotal \$4889.36

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

Purchaser Operational Maintenance

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

Move In

	No	Move	e Cost/	Dist	Sub-
Equipment 1/	Units	x in	x 50 Mi	x Factor	= total
Motor Grader:	1	1	\$356.00	1.0035	\$357.25
Back Hoe:	1	1	\$356.00	1.0035	\$357.25
Loader:			\$356.00	0.59	\$0.00
Water Truck:	1	1	\$217.00	1.0035	\$217.76
Dump Truck 2/:			\$228.00	0.59	\$0.00

(5.2A) Total \$932.25

1/ Equipment limited to that allowed in Exhibit D.

Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	Х	Cost/Mi	=	Subtotal
12.22		270.05		\$3300.01

(5.2B) Total \$3300.01

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

Grading (Includes Ditches and Shoulders) 1/

	Miles	X	Cost/Mi	X	Freq	=	Subtotal
Blade Road:	16.89		519.72		1		\$8778.07
Blade Ditch:	12.30		140.38		1		\$1726.67

(5.2C) Total \$10504.74

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

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

Type	No Slide	S	Hours		Equip	
Equipment	/Slumps	Х	Each	Х	Cost	= Subtotal
Grader:	0		0		139.10	\$0.00
Loader:	0		0		91.63	\$0.00
Backhoe:	0		0		66.05	\$0.00

(5.2D) Total \$0.00

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

Dust Palliative (Water) 1/

Spreading Hours

							No		Freq		Truck
	Miles	/	MPH	=	Hours	Х	Days	X	/Day	=	Hours
	16.89		5		3.4		12		1		41
Load	& Haul	=			2.0		12		1		24
								Tota	l Hou	rs	= 65

Truck Cost: $$86.64/Hr. \times 64.8 \text{ Hours} = 5614.27

(5.2E) Total \$5614.27

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

Surface Repair (Aggregate)

Production Cost:	0 C.Y. x \$0.00/C.Y.	=	\$0.00
Haul to Stockpile:	0 C.Y. x \$3.72/C.Y. x 0.00 Mi	=	\$0.00
Stockpile:	0 C.Y. x \$1.26/C.Y.	=	\$0.00
Load from Stockpile:	0 C.Y. x \$1.39/C.Y.	=	\$0.00
Haul from Stockpile:	0 C.Y. x \$3.72/C.Y. x 0.00 Mi	=	\$0.00
Process with Grader:	0 C.Y. x \$1.40/C.Y.	=	\$0.00

(5.2F) Total \$0.00

Other

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

(5.2G) Total \$0.00

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

Summary of All Roads and Projects T.S. Contract Name: Brimstone SS	
200 Clearing and Grubbing: 0.0 acres	
300 Excavation: 1,310 cy	\$6,313.81
400 Drainage:	\$1,990.64
500 Renovation:	\$15,514.90
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.8 acres	\$424.71
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 16.7 acres	\$9,630.56
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$3,885.98
Mobilization: Const. \$2,100.00 Surf. \$0.00	\$2,100.00
Quarry Development:	\$0.00
Total: 3,077 mbf @ \$13.194/mbf = Notes:	\$40,596.60

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

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ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-6W-30.00 Road Name: Brimstone Road Renovation: 4.36 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$4,055.45
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 4.2 acres	\$2,338.06
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$348.77 Surf. \$0.00	\$348.77
Quarry Development:	\$0.00
Total:	\$6,742.28
Overtities show an actimates and act may items	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 34-6W-30.00 Road Name: Brimstone

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subgrade Compaction: 4 Sta/hr \$18.88/sta. x 0.0 sta = \$0.00

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: $$519.72/mi \times 4.36 \text{ mi} = $2,265.98$ Pull Ditches: $$140.38/mi \times 4.36 \text{ mi} = 612.06 Clean Culverts: $$270.05/mi \times 4.36 \text{ mi} = $1,177.42$

Subtotal: \$4,055.45

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: \$556.68/acre x 4.20 acres = \$2,338.06

Subtotal: \$2,338.06

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 16.61% of total Costs = \$348.77

surfacing = 0% \$0.00

Subtotal: \$348.77

Quarry Development:

Subtotal: \$0.00

Total: \$6,742.28

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-13.00 Road Name: Brimstone Sp1 Road Renovation: 1.20 mi 14 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$902.25
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 1.2 acres	\$668.02
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$85.66 Surf. \$0.00	\$85.66
Quarry Development:	\$0.00
Total: Notes:	\$1,655.92
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 34-7W-13.00 Road Name: Brimstone Sp1

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: $$519.72/mi \times 0.97 \text{ mi} = 504.13 Pull Ditches: $$140.38/mi \times 0.97 \text{ mi} = 136.17 Clean Culverts: $$270.05/mi \times 0.97 \text{ mi} = 261.95

Subtotal: \$902.25

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: \$556.68/acre x 1.20 acres = \$668.02

Subtotal: \$668.02

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 4.08% of total Costs = \$85.66

surfacing = 0% \$0.00

Subtotal: \$85.66

Quarry Development:

Subtotal: \$0.00

Total: \$1,655.92

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-13.04 Road Name: Mike Sp	
Road Renovation: 1.16 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$1,041.77
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 1.1 acres	\$612.35
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$90.23 Surf. \$0.00	\$90.23
Quarry Development:	\$0.00
Total: Notes:	\$1,744.35
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 34-7W-13.04 Road Name: Mike Sp

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$519.72/mi x 1.12 mi = \$582.09 Pull Ditches: \$140.38/mi x 1.12 mi = \$157.23 Clean Culverts: \$270.05/mi x 1.12 mi = \$302.46

Subtotal: \$1,041.77

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: \$556.68/acre x 1.10 acres = \$612.35

Subtotal: \$612.35

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 4.30% of total Costs = \$90.23

surfacing = 0% \$0.00

Subtotal: \$90.23

Quarry Development:

Subtotal: \$0.00

Total: \$1,744.35

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-23.00 Road Name: Quartz Ck Sp Road Renovation: 2.01 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$1,990.64
500 Renovation:	\$1,516.14
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 1.9 acres	\$1,057.69
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$248.99 Surf. \$0.00	\$248.99
Quarry Development:	\$0.00
Total:	\$4,813.47
Notes: Quantities shown are estimates only and not pay items.	

Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 34-7W-23.00 Road Name: Quartz Ck Sp

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Aluminized 18 inch 16 ga 40 lf x \$22.43/1f x 1.2 = \$1,076.64

Half Round 21 inch 50 ea x \$18.28/ea = \$914.00

Subtotal: \$1,990.64

Section 500 Renovation:

Blading: $$519.72/mi \times 1.63 mi = 847.14 Pull Ditches: $$140.38/mi \times 1.63 mi = 228.82 Clean Culverts: $$270.05/mi \times 1.63 mi = 440.18

Subtotal: \$1,516.14

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: \$556.68/acre x 1.90 acres = \$1,057.69

Subtotal: \$1,057.69

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 11.86% of total Costs = \$248.99

surfacing = 0% \$0.00

Subtotal: \$248.99

Quarry Development:

Subtotal: \$0.00

Total: \$4,813.47

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-23.01 Road Name: Quartz Ck Sp5 Road Renovation: 0.34 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$316.25
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$334.01
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$35.47 Surf. \$0.00	\$35.47
Quarry Development:	\$0.00
Total:	\$685.73
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 34-7W-23.01 Road Name: Quartz Ck Sp5		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation: Blading: \$519.72/mi x 0.34 mi = \$176.70 Pull Ditches: \$140.38/mi x 0.34 mi = \$47.73 Clean Culverts: \$270.05/mi x 0.34 mi = \$91.82	Subtotal:	\$316.25
Surfacing:	Subtotal:	·
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization:	Subtotal:	\$0.00
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing: RoadSide Brushing Heavy: \$1113.36/acre x 0.30 acres = \$334.01	Subtotal:	\$334.01
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00

Mobilization:

Construction - 1.69% of total Costs = \$35.47

surfacing = 0% \$0.00

Subtotal: \$35.47

Quarry Development:

Subtotal: \$0.00

Total: \$685.73

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-27.03 Road Name: Hog Ck Sp3 Road Renovation: 0.34 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$316.25
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$334.01
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$500.00
Mobilization: Const. \$62.75 Surf. \$0.00	\$62.75
Quarry Development:	\$0.00
Total: Notes: Quantities shown are estimates only and not pay items.	\$1,213.01

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: 34-7W-27.03 Road Name: Hog Ck Sp3

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$519.72/mi x 0.34 mi = \$176.70 Pull Ditches: \$140.38/mi x 0.34 mi = \$47.73 Clean Culverts: \$270.05/mi x 0.34 mi = \$91.82

Subtotal: \$316.25

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Heavy: \$1113.36/acre x 0.30 acres = \$334.01 Subtotal: \$334.01

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Armored Water Dip

Construct Armored Dip 1 EA x \$500.00/EA = \$500.00

Subtotal: \$500.00

Mobilization:

Construction - 2.99% of total Costs = \$62.75

surfacing = 0% \$0.00

Subtotal: \$62.75

Quarry Development:

Subtotal: \$0.00

Total: \$1,213.01

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 34-7W-36.00 Road Name: Old Hog Ck Ridge	
Road Renovation: 4.12 mi 14 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 4.12 mi	\$3,832.22
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 4.0 acres	\$2,226.72
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$2,100.00
Mobilization: Const. \$445.07 Surf. \$0.00	\$445.07
Quarry Development:	\$0.00
Total: Notes:	\$8,604.01
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: 34-7W-36.00 Road Name: Old Hog Ck Ridge

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$519.72/mi x 4.12 mi = \$2,141.25 Pull Ditches: \$140.38/mi x 4.12 mi = \$578.37 Clean Culverts: \$270.05/mi x 4.12 mi = \$1,112.61

Subtotal: \$3,832.22

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: $$556.68/acre \times 4.00 acres = $2,226.72$

Subtotal: \$2,226.72

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Armored Water Dip

Construct Armored Dip 4 EA x \$500.00/EA = \$2,000.00

Waterhars

Construct Waterbars 2 EA x \$50.00/EA = \$100.00

Subtotal: \$2,100.00

Mobilization:

Construction - 21.19% of total Costs = \$445.07

surfacing = 0% \$0.00

Subtotal: \$445.07

Quarry Development:

Subtotal: \$0.00

Total: \$8,604.01

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: 35-6W-8.00 Road Name: Quartz Creek	
Road Renovation: 3.80 mi 16 ft Subgrade 3 ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 3.80 mi	\$3,534.57
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 3.7 acres	\$2 , 059.72
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$305.17 Surf. \$0.00	\$305.17
Quarry Development:	\$0.00
Total: Notes:	\$5,899.46
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: 35-6W-8.00 Road Name: Quartz Creek

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: $$519.72/mi \times 3.80 \text{ mi} = $1,974.94$ Pull Ditches: $$140.38/mi \times 3.80 \text{ mi} = 533.44 Clean Culverts: $$270.05/mi \times 3.80 \text{ mi} = $1,026.19$

Subtotal: \$3,534.57

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Medium: $$556.68/acre \times 3.70 acres = $2,059.72$

Subtotal: \$2,059.72

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 14.53% of total Costs = \$305.17

surfacing = 0% \$0.00

Subtotal: \$305.17

Quarry Development:

Subtotal: \$0.00

Total: \$5,899.46

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: Temp Route 1 Road Name:	
Temporary Road: 0.25 mi 14 ft Subgrade ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$561.99
300 Excavation: 850 cy	\$3,968.28
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.6 acres	\$339.76
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$611.28
Mobilization: Const. \$299.01 Surf. \$0.00	\$299.01
Quarry Development:	\$0.00
Total:	\$5,780.32
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: Temp Route 1 Road Name:

Section 200 Clearing and Grubbing:

Clearing - Medium: \$30.57/sta x 13.00 sta = \$397.41 Grubbing - Medium: \$822.91/acre x 0.20 acres = \$164.58

Subtotal: \$561.99

Section 300 Excavation:

Excavation - Common: $$1.72/cy \times 850 cy = $1,462.00$

Subgrade Compaction: 4 Sta/hr \$18.88/sta. x 13.0 sta = \$245.44

Compaction - Common: $$0.76/cy \times 850 cy = 646.00

End Hauling > 500 ft and 10 mph: $$3.45/yd-mi \times 425 yd-mi = $1,466.25$

Blading: \$11.43/station x 13.00 stations = \$148.59

Subtotal: \$3,968.28

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Subtotal: \$0.00

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Dry Method with Mulch: $$566.27/acre \times 0.60 acres = 339.76

Includes Small Quantity Factor of 1.54

Subtotal: \$339.76

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Earth/Log Barricade

Construct Barricade 1 EA x \$300.00/EA = \$300.00

Decomission

Rip, Scatter Logs and Brush on Road Surface

 $0.25 \text{ Mi } \times \$1,245.10/\text{Mi} = \$311.28$

Subtotal: \$611.28

Mobilization:

Road Number: Temp Route 1 Continued

Construction - 14.24% of total Costs = \$299.01

surfacing = 0% \$0.00

Subtotal: \$299.01

Quarry Development:

Subtotal: \$0.00

Total: \$5,780.32

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: Temp Route 2 Road Name:	
Temporary Road: 0.04 mi 14 ft Subgrade ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$118.74
300 Excavation: 140 cy	\$417.62
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.1 acres	\$56.63
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$349.80
Mobilization: Const. \$51.43 Surf. \$0.00	\$51.43
Quarry Development:	\$0.00
Total:	\$994.22
Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards	

Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: Temp Route 2 Road Name:

Section 200 Clearing and Grubbing:

Clearing - Medium: \$30.57/sta x 2.00 sta = \$61.14 Grubbing - Medium: \$822.91/acre x 0.07 acres = \$57.60

Subtotal: \$118.74

Section 300 Excavation:

Excavation - Common: $$1.72/cy \times 140 cy = 240.80

Subgrade Compaction: 4 Sta/hr \$18.88/sta. x 2.0 sta = \$37.76

Compaction - Common: $$0.76/cy \times 140 cy = 106.40

End Hauling - 100 to 500 ft: $$0.14/sta-yd \times 70 sta-yd = 9.80

Blading: \$11.43/station x 2.00 stations = \$22.86

Subtotal: \$417.62

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Subtotal: \$0.00

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Dry Method with Mulch: $$566.27/acre \times 0.10 acres = 56.63

Includes Small Quantity Factor of 1.54

Subtotal: \$56.63

Section 1900 Cattlequards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Earth/Log Barricade

Construct Barricade 1 EA x \$300.00/EA = \$300.00

Decomission

Rip, Scatter Logs and Brush on Road Surface

 $0.04 \text{ Mi } \times \$1,245.10/\text{Mi} = \$49.80$

Subtotal: \$349.80

Mobilization:

Road Number: Temp Route 2 Continued

Construction - 2.45% of total Costs = \$51.43

surfacing = 0% \$0.00

Subtotal: \$51.43

Quarry Development:

Subtotal: \$0.00

Total: \$994.22

T.S. Contract Name: Brimstone SS Sale Date: April 2014 Road Number: Temp Route 3 Road Name:	
Temporary Road: 0.02 mi 14 ft Subgrade ft ditch 5/1/2013	
200 Clearing and Grubbing: 0.0 acres	\$55.26
300 Excavation: 320 cy	\$1,927.91
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.1 acres	\$28.31
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$324.90
Mobilization: Const. \$127.45 Surf. \$0.00	\$127.45
Quarry Development:	\$0.00
Total:	\$2,463.83
Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic wards	

Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Number: Temp Route 3 Road Name:

Section 200 Clearing and Grubbing:

Clearing - Medium: \$30.57/sta x 1.00 sta = \$30.57 Grubbing - Medium: \$822.91/acre x 0.03 acres = \$24.69

Subtotal: \$55.26

Section 300 Excavation:

Excavation - Common: $$1.72/cy \times 320 cy = 550.40

Subgrade Compaction: 4 Sta/hr \$18.88/sta. x 1.0 sta = \$18.88

Compaction - Common: $$0.76/cy \times 320 cy = 243.20

End Hauling > 500 ft and 10 mph: $$3.45/yd-mi \times 320 yd-mi = $1,104.00$

Blading: \$11.43/station x 1.00 stations = \$11.43

Subtotal: \$1,927.91

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Subtotal: \$0.00

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Dry Method with Mulch: $$566.27/acre \times 0.05 acres = 28.31

Includes Small Quantity Factor of 1.54

Subtotal: \$28.31

Section 1900 Cattlequards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Earth/Log Barricade

Construct Barricade 1 EA x \$300.00/EA = \$300.00

Decomission

Rip, Scatter Logs and Brush on Road Surface

 $0.02 \text{ Mi } \times \$1,245.10/\text{Mi} = \$24.90$

Subtotal: \$324.90

Mobilization:

Road Number: Temp Route 3 Continued

Construction - 6.07% of total Costs = \$127.45

surfacing = 0% \$0.00

Subtotal: \$127.45

Quarry Development:

Subtotal: \$0.00

Total: \$2,463.83

Form 5440-9 (December 2004)

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

DEPOSIT	AND	BID	FOR

TIMBER*
VEGETATIVE RESOURCE
(Other Than Timber)

Name of I	Bidder		
Tract Nun	har		
11400114411	TS-14-05		
Sale Name			
Brimston	e Salvage		
Sale Notic	e (dated)		
03/26/20	14		
BLM Dist	rict		
Medford			

DxP SCALE SALE	Medford			
Sealed Bid for Sealed Bid Sale	X Written Bid for Oral Auction Sale			
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.				
Required bid deposited is \$71,600.00 and is e	nclosed in the form of \Box cash \Box money order \Box bank			
draft □ cashier's check □ certified check □ bid	bond of corporate surety on approved list of the United States			
Treasury	ed 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			
EGED (A TEE)				

BID SUBMITTED				ORAL BID MADE		
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	2,882	Х	=	Х	=
Sugar Pine	MBF	111	Х	=	х	=
Ponderosa Pine	MBF	84	Х	=	х	=
Total		3,077	x	=	х	=
			х	=	х	=
			Х	=	Х	=
			Х	=	Х	=
			X	=	Х	=
			X	=	Х	=
			X	=	Х	=
			X	=	Х	=
			Х	=	Х	=
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 (type or print)			
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)			
Corporation organized under the state laws of Signature of Authorized Corporate Signing Officer	(To be completed following oral bidding) I HEREBY confirm the above oral bid By (signature)			
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	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			
period for tract.	(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.