PROSPECTUS

THIS IS A SCALE SALE

ASHLAND RESOURCE AREA JACKSON MASTER UNIT Medford Sale #ORM06-TS15-04 July 9, 2015 (DN)

#1 Fall N Grizzly Salvage, Jackson County, O&C.

BID DEPOSIT REQUIRED: \$97,700.00

All timber designated for cutting in S $\frac{1}{2}$, Section 25, N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 35, T. 40 S., R. 4 E.; E $\frac{1}{2}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 1, T. 41 S., R. 4 E.; Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
31,120	4,212	10,147	Douglas-fir	5,337	\$165.70	\$884,340.90
4,161	504	1,282	Ponderosa pine	703	\$19.40	\$13,638.20
3,252	279	750	White fir	370	\$103.00	\$38,110.00
1,138	174	513	Sugar pine	319	\$20.70	\$6,603.30
2,091	174	513	Incense cedar	254	\$132.20	\$33,578.80
41,762	5,414	13,236	Totals	6,983		\$976,271.20

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

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

<u>TIMBER AUCTION LOCATION</u> – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, July 9, 2015.

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> – All tree species have been cruised using the Variable Plot Cruise method. The sample trees have been measured, and the volume expanded to a total sale volume. With respect to merchantable trees of all conifer species: the average tree is 15.9 inches DBHOB; the average gross merchantable log contains 57 bd. ft.; the total gross volume is approximately 8,053 M bd. ft.; and 87% recovery is expected. (Average DF is 15.9 inches DBHOB; average gross merchantable log DF contains 57 bd. ft.).

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

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

The 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> – 12 unit(s) containing 683 acres may be cut.

<u>CUTTING TIME</u> - Contract duration will be twenty-four (24) months for cutting and removal of timber.

<u>ACCESS</u> - Access to the sale area is available via State, County, BLM and private roads. The private roads are used under the Road Use Agreement No. M-690 dated June 14, 1963 between the United States of America and EPC Green Diamond LLC.

<u>ROAD MAINTENANCE</u> - BLM will maintain 20.85 miles of roads listed in Section 42(C)(4). The Purchaser will be required to pay a maintenance fee of \$0.97 per MBF per mile and rockwear fee of \$0.49 per MBF for the use of these roads as shown in Section 42(C)(4). The Purchaser will be required to maintain 2.59 miles of road prior to timber haul and upon completion of timber haul under the terms of Exhibit D, "Road Maintenance Specifications."

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

<u>EQUIPMENT REQUIREMENTS</u> - LOGGING: A yarding tractor not greater than 10 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of covering 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, or protection through survey and manage and/or protection buffers in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
- 3. The purchaser shall be required to maintain 2.34 miles of BLM road and 0.25 miles of

EPC Green Diamond LLC road as shown in Section 42(C)(5) **prior** to any timber haul. Required Maintenance is specified under the terms of Exhibit D-2, "Road Maintenance Specifications – Operational Maintenance - Section 3100".

- 4. Forest management activities would be prohibited within a 1.0 mile radius of active gray wolf dens and rendezvous sites from April 15th through August 31st. Prior to the spring, communication between U.S. Fish and Wildlife Service, Oregon Department of Fish and Wildlife, and the BLM will occur to determine if any wolf activity has expanded or moved into the Project Area.
- 5. Black-backed woodpeckers have been determined to be present in the project area; operational restrictions will be in place until May 31st, 2015 to determine if black-backed wood peckers are nesting in the sale area. If nest trees are discovered, operations will be restricted until July 31st within 0.4 of any black-backed woodpecker nest tree.
- 6. Utilization of ground based mechanized harvester/forwarder or feller/buncher systems will be limited to designated skid roads.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA</u> – From Ashland Oregon, proceed east on Highway 66 (Green Springs Highway) for approximately 23 miles to Copco Road. Turn south on Copco Road and proceed for approximately 2.5 miles to road 40S-5E-3.0 (Weyco 106). Turn left and continue 2.5 miles to 40S-4E-23.0 (Weyco Hookup). Turn right and travel 0.6 miles to the 40S-5E-19.0 (West Grizzly Rd). Stay east another 0.3 miles to junction of 40S-4E-24.0. Turn south to majority of contract area accessed from the 24.0 road.

<u>ENVIRONMENTAL ASSESSMENT</u> - An environmental assessment (DOI-BLM-OR-2015-0004-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.

Section 41.

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

- (A) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-1</u> Approximately three thousand four hundred twenty seven (3,427) trees marked with orange paint above and below stump height in all units as shown on Exhibit A.
- (C) <u>IR-3</u> All snags which are smaller than eight (8) inches D.B.H.O.B. which will not yield a twelve (12) foot log with a five (5) inch scaling diameter in all units as shown on Exhibit A. If determined to be a safety hazard during operations, as determined by the Sale Administrator, hazard trees may be cut and will be retained on site as coarse woody debris (CWD).
- (D) <u>IR-5</u> All young growth less than eight (8) inches D.B.H.O.B. not damaged in the normal course of logging in all units as shown on Exhibit A. If determined to be a safety hazard during operations as determined by the Authorized Officer, hazard trees may be cut and will be retained on site as coarse woody debris (CWD).
- (E) <u>IR-6</u> All hardwoods, except when determined to be a safety hazard during operations as determined by the Authorized Officer in all units as shown on Exhibit A. Trees felled for safety will be retained on site as coarse woody debris (CWD).
- (F) <u>IR-6</u> All coarse woody debris (CWD), cull logs and portions of trees accidently felled in riparian reserves, except when determined to be a hazard during operations as determined by the Authorized Officer in all units as shown on Exhibit A. Safety trees will be retained on site as coarse woody debris (CWD).
- (G) <u>IR-10M</u> Genetically superior trees marked with orange paint and seed tree tags in the contract area, which were not severely damaged or deceased due to wildfire. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

Section 42

- (A) Log Exports
 - (1)LE-1 All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and threequarters (834) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus. timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and threequarters (8^{3}) inches in thickness or less; (6) shakes and shingles.

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

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

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

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

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

(B) Logging

- (1) <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. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) <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
<u>Tractor Units:</u> 1-1, 1-2, 25-1, 25-2, 25-3, 25-4, 35-1, 35- 2, 35-3 and 35-5.	Yarding tractor width will not be greater than 10 feet as measured from the outer edges of standard width track shoes.
_,	Yarding tractors will be equipped with integral arches to obtain one end suspension during log skidding.
	Yarding tractors will be equipped with a winch system capable of lining logs at least 75 feet.
	Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.
	The location of the tractor skid roads must be clearly designated on the ground, spaced at approximately 150 foot intervals, and approved by the Authorized Officer prior to felling of timber to be yarded over that tractor skid trail. Skid trail width, including turning points would average 12 feet.
	Use of blades would not occur while tractor yarding to minimize soil disturbance and to retain organics on site. Restrict tractor operations and skid road locations to

slopes less than 35%.
Locate designated skid roads on the contour, near the contour, or on a slope diagonal on topography greater than 20%.
Trees would be directionally felled away from riparian reserves, dry draws, cultural sites, irrigation ditches, fences, cattle guards livestock watering developments and any other improvements. Trees would be felled to the lead in relation to skid roads.
Tractor yarding would be avoided up and down dry draws and steep headwalls. Trees would be directionally felled away from riparian reserves, dry draws, cultural sites, irrigation ditches, fences, cattle guards, livestock watering developments and any other improvements. Trees would be felled to the lead in relation to skid roads.
Tractor yarding on designated skid roads would be allowed when the average four (4) gravimetric water content samples using oven dry method determines soil moisture content is 25% or less at a depth of 4-6 inches to ensure that soil rutting or displacement beyond the trail does not occur. If rutting from equipment tracks begins to occur on skid roads, equipment use would stop.
Landing size shall not exceed one-quarter (1/4) acre.
Front end loaders shall not be used in units or on landings.
Yarding of cull material is not permitted unless determined to be a safety hazard. All cull material shall be retained onsite as coarse woody debris (CWD).
Where skid trails encounter coarse woody debris (CWD) sixteen (16) inches and larger at the small end, a section of the CWD is to be bucked out for equipment access. The bucked portion shall be as narrow as operationally feasible, (maximum of fourteen feet (14) feet). The remainder of the CWD shall be left in place and not disturbed.

Designated Area	Yarding Requirements or Limitations
Cable Units: 25-5 and 35-4.	Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.
	A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of 75 feet.
	The carriage will be a minimum of 15 feet above the ground during lateral yarding.
	Yarding corridors will be perpendicular to the contours.
	Prior to falling any timber in the unit, all tail/lift trees and/or intermediate support trees shall be identified and approved by the Authorized Officer.
	All cable yarding corridor locations would be approved by the BLM Contract Administrator prior to tree felling and use. Landings would be required to be about 150 feet apart. Convergent yarding corridors would be minimized to the greatest extent possible; no more than three converging yarding corridors would occur per landing.
	Trees would be directionally felled away from riparian reserves, dry draws, cultural sites, irrigation ditches, fences, cattle guards livestock watering developments and any other improvements. Trees would be felled to the lead in relation to yarding corridors.
	Landing size shall not exceed one-quarter (1/4) acre.
	Skyline yarding would be avoided up and down dry draws and steep headwalls.
	For all cable yarding, maximum operational suspension would be maintained on slopes greater than 50%. Minimum corridor widths (generally less than 15 feet in width) would be utilized to reduce soil productivity loss.

Yarding	of	cull	material	is	not	permitted	unless
determine	ed to	be a	safety haz	ard.	All	cull materi	al shall
be retaine	d on	site as	s coarse wo	oody	v debr	is (CWD).	

- (3) <u>L-9</u> No ground disturbing activities are permitted in or through the reserve areas, except for three (3) temporary spur roads to access units 25-4, 35-1, 35-5 and one (1) designated skid road to access unit 25-4 as shown on Exhibit A.
- (4) <u>L-11</u> No new construction of landings or expansion of old landings shall be located within the riparian reserve of any stream as shown on Exhibit A.
- (5) <u>L-18</u> No ground-based operations shall be conducted on the contract area between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. The purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are 25% or less at a depth of 4-6 inches averaged over four (4) gravimetric water content samples using oven dry method, the Contracting Officer may approve a conditional waiver. Landings used during dry conditions within the wet season would have silt fencing or other sediment control measures in place during periods of non-use if they are hydrologically connected to streams, directly or indirectly via ditchlines. Any captured sediment would be disposed of outside of RRs. If off-site erosion and sedimentation to local waterways has the potential to occur as a result from said conditional waiver as determined by the Authorized Officer, the waiver will be revoked.
- L-18 No road construction, landing construction, or road maintenance shall be (6)conducted on the contract area between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. The purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are 25% or less at a depth of 4-6 inches averaged over four (4) gravimetric water content samples using oven dry method and a specific erosion control plan is prepared and accepted (e.g. rocking, water barring, seeding, mulching, barricading), the Contracting Officer may approve a conditional waiver. Landings used during dry conditions within the wet season would have silt fencing or other sediment control measures in place during periods of non-use if they are hydrologically connected to streams, directly or indirectly via ditchlines. Any captured sediment would be disposed of outside of RRs. Construction work will be stopped if a rain event of 0.2 inches or more within a 24-hour period occurs or resource damage occurs due to soil moisture conditions or rain events. If on-site information is inadequate, measurements from the nearest Remote Automated Weather Station (RAWS) would be used. Construction work may be allowed to resume after the authorized officer

determines that construction activities will not result in road damage or transport of sediment due to soil moisture conditions or rain events. If road damage or transportation of sediment resulting from said conditional waiver is not acceptable as determined by the Authorized Officer, the waiver will be revoked.

(7) <u>L-18</u> No hauling shall be conducted on natural surface roads between October 15^{th} of one calendar year and May 15^{th} of the following calendar year, both days inclusive. See table below:

Road No. and	Length Miles		Road Surface
Segment	Used	Road Control	Туре
40-4E-02.00	0.25	PVT	NAT
40-4E-25.00	0.38	BLM	NAT
40-4E-25.02	0.16	BLM	NAT
40-4E-25.03	0.07	BLM	NAT
40-4E-25.05	0.17	BLM	NAT
40-4E-35.01	0.06	BLM	NAT
40-4E-35.02	0.40	BLM	NAT
40-4E-35.03	0.34	BLM	NAT
40-5E-19.00 B	0.28	PVT	NAT

L-18 No hauling shall be conducted on roads surfaced with pit-run rock or (8) crushed rock between November 15th of one calendar year and May 15th of the following calendar year, both days inclusive. The purchaser may request in writing, a conditional waiver of this restriction if dry or frozen conditions occur. If water is flowing in the ditchlines, or during any conditions that would result in any of the following: fines being pumped through road surfacing from the subgrade; 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 rock surface roads would not resume following any storm event that results in 0.2 inch or more precipitation within a 24 hour period until the road surface is sufficiently dry or frozen to prevent any of the above conditions from reoccurring as determined by the Authorized Officer. If road damage or transportation of sediment resulting from said conditional waiver is not acceptable as determined by the Authorized Officer, the waiver will be revoked. The following rock surface roads may be considered for extended season hauling. See table below:

Road No. and	Length Miles		Road Surface
Segment	Used	Road Control	Туре

40-4E-03.01 A1-C1	4.69	PVT	AGG
40-4E-03.01 D	0.11	BLM	AGG
40-4E-03.01 E	0.29	PVT	AGG
40-4E-03.01 F	0.55	BLM	AGG
40-4E-03.01 G-H	0.78	PVT	AGG
40-4E-23.00	0.64	PVT	AGG
40-4E-24.00 A1-A2	1.61	PVT	AGG
40-4E-24.00 B1-B2	1.16	BLM	AGG
40-4E-24.00 C	0.20	PVT	AGG
40-4E-25.01	3.51	BLM	AGG
40-4E-25.04	0.31	BLM	AGG
40-4E-26.00 A	0.03	PVT	AGG
40-4E-26.00 B	0.27	BLM	AGG
40-4E-26.01 A	0.27	BLM	AGG
40-4E-26.01 B	0.19	PVT	AGG
40-4E-26.02 A	0.38	PVT	AGG
40-4E-26.02 B	0.52	BLM	AGG
40-4E-35.00	0.86	BLM	AGG
40-4E-35.04	0.07	BLM	AGG
40-5E-03.00 G	2.59	PVT	AGG
40-5E-19.00 D	0.80	BLM	AGG
40-5E-19.00 E	0.15	PVT	AGG
40-5E-19.02 B	0.87	BLM	AGG

- (9) <u>L-18</u> No decommissioning of roads shall be conducted between October 15 of one calendar year and May 15^{th} of the following year, both days inclusive. The purchaser may request in writing, a conditional waiver of this restriction if dry conditions occur.
- (10) <u>L-18a</u> No disturbance from management activities within all units as shown on Exhibit A shall be conducted between March 15th and July 31st the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Black-Backed Woodpecker protocol surveys conducted by the Bureau of Land Management that Black-Backed Woodpecker presence is not confirmed by May 15th or no nesting is confirmed by May 31st. If nesting is confirmed, the nest tree

will receive a 0.40 mile radius buffer until fledging is confirmed (approximately July 31st) or nesting failure has occurred. Known nests would be monitored weekly to determine fledging status.

- (11) <u>L-21</u> The Purchaser shall provide sufficient warning signs to control traffic on all major haul roads where they pass through the contract area whenever harvest operations are occurring. Signs must meet Manual on Uniform Traffic Control Devices (MUTCD) standards for traffic signs.
- (12) <u>L-23</u> Prior to the commencement of operations, the Purchaser shall obtain from the Contracting Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. Any requested changes to the terms and conditions of this contract (such as a change in logging systems) must be authorized by the Contracting Officer through bilateral modification of the contract. A pre-work conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Contracting Officer before the logging plan will be approved.
- (13) <u>L-25</u> Before cutting and removing any trees necessary to facilitate logging in the all units as shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift and intermediate support trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
 - (a) All skid roads, cable yarding roads, and tailhold, tieback, guyline, lift and intermediate support trees upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road shall be limited to 12 feet and cable yarding roads shall be limited to 15 feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with pink paint paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by

the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). of the contract.

- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that all trees otherwise reserved in Section 41 of the contract or any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the

Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

- (14) <u>L-26</u> In all units shown on Exhibit A, all trees designated for cutting shall be felled away from unit boundaries, property lines, fences, streams, dry draws, steep headwalls, irrigation ditches, seed trees, cultural areas and reserve areas. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (C) Road Construction Maintenance Use
 - (1) <u>RC-1a</u> The Purchaser shall renovate three closed roads, numbers 40-4E-25.0, 40-4E-25.02 and 40-4E-35.02. This work will include opening roads, brushing, blading, and improving drainage as directed by BLM engineer.
 - (2) R<u>C-1f</u> Upon completion of harvest, the roads listed in Exhibit C Section 2601 shall be decommissioned. In addition, all temporary roads constructed for the harvest shall be decommissioned. All decommissioning shall be done to the standard described in Exhibit C Section 2601.
 - (3) <u>RC-2</u> The Purchaser is authorized to use the roads listed below and shown on Exhibit D-2 which are under the jurisdiction of the Bureau of Land Management or EPC Green Diamond LLC, 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-6. 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	Length Miles		Road	Surface
Segment	Used	Road Control	Туре	
40-4E-03.01 A1-C1	4.69	PVT	AGG	
40-4E-03.01 D	0.11	BLM	AGG	
40-4E-03.01 E	0.29	PVT	AGG	
40-4E-03.01 F	0.55	BLM	AGG	
40-4E-03.01 G-H	0.78	PVT	AGG	

40-4E-23.00	0.64	PVT	AGG
40-4E-24.00 A1-A2	1.61	PVT	AGG
40-4E-24.00 B1-B2	1.16	BLM	AGG
40-4E-24.00 C	0.20	PVT	AGG
40-4E-25.01	3.51	BLM	AGG
40-4E-25.04	0.31	BLM	AGG
40-4E-26.00 A	0.03	PVT	AGG
40-4E-26.00 B	0.27	BLM	AGG
40-4E-26.01 A	0.27	BLM	AGG
40-4E-26.01 B	0.19	PVT	AGG
40-4E-26.02 A	0.38	PVT	AGG
40-4E-26.02 B	0.52	BLM	AGG
40-4E-35.00	0.86	BLM	AGG
40-4E-35.04	0.07	BLM	AGG
40-5E-03.00 G	2.59	PVT	AGG
40-5E-19.00 D	0.80	BLM	AGG
40-5E-19.00 E	0.15	PVT	AGG
40-5E-19.02 B	0.87	BLM	AGG

(4) <u>RC-2a</u> The Purchaser is authorized to use the roads listed below and shown on Exhibit D-2 which are under the jurisdiction of the Bureau of Land Management or EPC Green Diamond LLC, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser comply with the conditions set forth in Section 42 C-10. 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	Length Miles		Road Surface
Segment	Used	Road Control	Туре
40-4E-02.00	0.25	PVT	NAT
40-4E-25.00	0.38	BLM	NAT
40-4E-25.02	0.16	BLM	NAT
40-4E-25.03	0.07	BLM	NAT
40-4E-25.05	0.17	BLM	NAT
40-4E-35.01	0.06	BLM	NAT

40-4E-35.02	0.40	BLM	NAT
40-4E-35.03	0.34	BLM	NAT
40-5E-19.00 B	0.28	PVT	NAT

(5) <u>RC-2d</u> 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 roads, the Purchaser shall pay the Government or EPC Green Diamond LLC (whichever controls said road segments) current Bureau of Land Management road maintenance and/or rockwear fees for the particular surface type of the roads 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-10 and Section 42 C-11 of this contract shall be amended to include adjustments of fee obligations.

(6) RC-2e Provided, that the Purchaser shall pay a road maintenance fee of \$0.97 per thousand board feet log scale per mile for the use of all non-allocated aggregate and native surface roads. The total maintenance fee due shall be based upon volumes determined pursuant to Section (2 and 3) of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized The Authorized Officer shall establish an installment schedule of Officer. 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.

- (7) $RC-2e_{(rw)}$ 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 BLM controlled roads with rocked surfaces. 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.
- (8) <u>RC-2f</u> 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.
- (9) <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.
- (10) <u>RC-3</u> In the use of aggregate surfaced roads listed in the table below, the Purchaser shall comply with the conditions of Road Use Agreement No. M-690 dated June 14, 1963 between the United States of America and EPC Green Diamond LLC. There are no road use fees and the BLM will be performing the maintenance of these roads. The rockwear obligation is **\$0.49 per thousand board feet log scale per mile**, payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford Interagency Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said roads, 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.

Road No.	Seg. No.
41-4E-02.00	
40-4E-03.01	A1
40-4E-03.01	A2
40-4E-03.01	В
40-4E-03.01	С
40-4E-03.01	E
40-4E-03.01	G
40-4E-03.01	Н
40-4E-23.00	
40-4E-24.00	A1
40-4E-24.00	A2
40-4E-24.00	С
40-4E-26.00	А
40-4E-26.01	А
40-4E-26.02	А
40-5E-03.00	G
40-5E-19.00	В
40-5E-19.00	E

- (11) <u>RC-3d</u> 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.
- (12) <u>RC-5</u> In the construction of the temporary road in T41S R4E Section 1, as shown on Exhibit C, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement No. M-690 dated June 14, 1963 between the United States and EPC Green Diamond LLC. This document is available for inspection at the Bureau of Land Management, Medford Interagency Office, 3040 Biddle Road, Medford, Oregon 97504.
- (13) <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 Sec. 26 of this contract, the Purchaser shall:
 - (a) Subsoil pre-existing roads identified for full decommissioning, all temporary roads, all tractor skid roads and landings outside of existing road prisms in all units as shown on Exhibit A.
 - (b) Equipment used for subsoiling must be able to avoid rocky areas and adapt to changes in rock depths to fulfill subsoiling requirements of this provision.
 - (c) Subsoil during the period of May 15th to October 15th, both dates inclusive of the year of harvest. Subsoiling will not occur unless soil moisture content is 25 percent or less at a 4-6 inch depth averaged over four (4) gravimetric water content samples using oven dry method. The purchaser may request in writing, a conditional waiver of this restriction if dry conditions occur.
 - (d) Subsoil to a depth of 12-18 inches or to a point where 10 inch diameter stones are the dominant substrate (whichever is shallower). Where it is determined by the Authorized Officer that subsoiling would cause

unacceptable damage to the root systems of residual trees, subsoiling may be intermittent, or scarification or waterbars may be used instead.

- (e) Water bars shall be installed in accordance with specifications shown on Exhibit W.
- (f) Construct earth and log motor vehicle barricades on all decommissioned roads and skid roads which intersect any haul road to prevent OHV use. Camouflage by placing logs, slash, boulders, berms and other material for a minimum distance of 100 feet to preclude vehicle access.
- (g) Construct, use and decommission temporary roads, skid roads, new landings during the dry season of the year. Temporary roads and skid roads shall be decommissioned the same year they are constructed.
- (h) Temporary roads, skid roads and landings needed to complete harvest the following season shall be winterized prior to fall rains by constructing water bars and applying mulch to exposed soil.
- (i) Bare soil due to subsoiling roads, skid roads and landings would be protected and stabilized by placing slash, boulders, and other debris as determined by availability of material to provide ground cover. Seed and mulch as per Section 42(D) (6) of this contract prior to wet season to reduce soil erosion and sediment potential.
- (j) Yarding corridors shall be waterbarred. Where soil erosion is not expected to occur (flat ground), waterbars would not be necessary. Cover yarder corridors with slash as available or straw/mulch would be applied for erosion control as per Section 42(D) (6) of this contract prior to wet season.
- (k) Long term closure of road 40-4E-25.00 will require purchaser to construct water bars in locations staked. Construct a barricade near the beginning of the road at the location staked. This barricade will have a trench and log/earth berm.
- (1) Long term closure of road 40-4E-35.03 will require purchaser to construct barricade at the location staked. This barricade will not have a trench but only use logs or boulders to close the road.
- (m) Abate dust created from hauling in accordance with Exhibit D.
- (n) Roads that shall not have Lignin applied due to proximity to streams and springs are 40-4E-26.01, 40-4E-35.03 and 40-5E-19.00.
- (2) <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.

- (3) <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 inside any riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams.
- (4) $\underline{\text{E-1}}$ In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (5) <u>E-1</u> Subsoil and contour landings to provide for adequate drainage. Bare soil due to landing construction/renovation would be protected and stabilized prior to fall rains to reduce soil erosion and sediment potential. Straw mulch and seed exposed earth on temporary logging spurs and tractor landings with certified weed free straw and seed mixture as directed and approved by the Authorized Officer. Selected landings may be left "as is" where natural rock occurs or where vegetation/topography prevents movement of sediment, as determined by the Authorized Officer. The seed mix and straw shall be provided by the BLM if the purchaser is unable to locate and buy the certified seed and straw. The purchaser

shall reimburse the government for the cost of seed and straw if provided by the government.

The Purchaser shall furnish and apply to acres designated for treatment as directed by the Authorized Officer, a mixture of grass seed and mulch material at the following rate of application:

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

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

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

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

The Purchaser shall mix grass seed in the following proportions:

Percent of	
<u>Total by Wt</u> .	Lbs. per Acre
50%	10
50%	10
100%	20 lbs./ac.
	<u>Total by Wt</u> . 50% 50%

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

days in advance of the date he intends to commence the specified soil stabilization work.

- (6) <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 W or section C-9, which is attached hereto and made a part hereof.
- (7) <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 postharvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.a form 5450-4 of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a form 5450-4 of the contract within 15 days after the bill for collection is issued, subject to Section 3.g form 5450-4 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 a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will <u>not</u> consider changes in the market price of timber.

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

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

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

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

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

- (8) <u>E-5</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that a spotted owl has been located in the sale area. Discontinued operations may be resumed upon receipt of written instructions and authorizations by the Authorized Officer.
- (E) Miscellaneous
 - (1)M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by three thousand four hundred ninety one and 50/100 dollars (\$3,491.50). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of by three thousand four hundred ninety one and 50/100 dollars (\$3,491.50) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be

conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

- (2) <u>M-5</u> The Purchaser shall, without expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, County and municipal laws, codes, regulations, and administrative rules applicable to the performance of this contract. The Purchaser shall also be responsible for all damages to any persons or property that arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.
- (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 (³/₄) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- (2) $\underline{\text{F-2b}}$ A round pointed size "0" or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation
- (3) <u>F-2c</u> At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- (4) $\underline{\text{F-2d}}$ Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- (5) $\underline{F-2g}$ Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- (6) <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 area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw

shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

- (2) <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

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

(1) <u>SD-1i</u> <u>LANDING PILES</u> Pile all slash located within one hundred (100) feet on each side of log landing. Slash shall be piled by hand or machine. Finished piles shall be tight and free of earth.

(a) A ten (10) foot by ten (10) foot cover of six (6) millimeter plastic or equivalent material shall cap each landing pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place.

(H) Equal Opportunity in Employment

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

U.S.D.I. BLM MEDFORD DIST. SALE NO. 15-04 T. 40 S R. 04 E SEC. 25 & 35; T. 41 S R. 04 E SEC. 01 FALL N GRIZZLY SALVAGE TIMBER SALE CONTRACT LOCATION MAP CONTRACT NO. ORM06-TS15-04 EXHIBIT A



U.S.D.I. BLM MEDFORD DIST. SALE NO. 15-04 T. 40 S R. 04 E SEC. 25 & 35; T. 39 S R. 04 E SEC. 01 FALL N GRIZZLY SALVAGE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM06-TS15-04 EXHIBIT A PAGE 1 OF 4

TRACTOR YARDING SYSTEM ORANGE MARKED UNITS 1-1, 1-2, 25-1, 25-2, 25-3, 25-4, 35-1, 35-2, 35-3 & 35-5	622 AC.
CABLE YARDING SYSTEM ORANGE MARKED UNITS 25-5 & 35-4	61 AC.
TOTAL HARVEST UNITS	683 AC.
TOTAL RESERVE AREA	277 AC.
TOTAL CONTRACT AREA	960 AC.

Legend

---- Road

==== Temporary Road

- \times \times \times Decommission Road
- - Designated Skid Road
- ¢ cadastral
- ----- Stream
- ----- Index
- ----- Intermediate
- ---- Fall N Grizzly Contract Area

Fall N Grizzly Units



Tractor

Fall N Grizzly Reserve Area

Land Administration

BLM

PVT

Section



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.
U.S.D.I. BLM MEDFORD DIST. SALE NO. 15-04 T. 40 S R. 04 E SEC. 25 FALL N GRIZZLY SALVAGE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM06-TS15-04 EXHIBIT A PAGE 2 OF 4



40 FOOT CONTOURS







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.

1 inch = 1,000 feet

U.S.D.I. BLM MEDFORD DIST. SALE NO. 15-04 T. 40 S R. 04 E SEC. 35 FALL N GRIZZLY SALVAGE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM06-TS15-04 EXHIBIT A PAGE 3 OF 4









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.

1 inch = 1,000 feet

U.S.D.I. BLM MEDFORD DIST. SALE NO. 15-04 T. 41 S R. 04 E SEC. 01 FALL N GRIZZLY SALVAGE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM06-TS15-04 EXHIBIT A PAGE 4 OF 4





1 inch = 1,000 feet

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

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

Contract No.: OR110-TS15-04

Sale Name: Fall N Grizzly Salvage

Issuing Office: Medford District

EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price - In accordance with Section 3.(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 - Merchantable logs	Measurement Unit	Price Per Measurement Unit
Douglas Fir	MBF	\$
Ponderosa Pine	MBF	\$
White Fir	MBF	\$
Sugar Pine	MBF	\$
Incense Cedar	MBF	\$
Utility logs	N/A	N/A

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	12 feet	10 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 All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42. (A)(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 receipt. The BLM scaler receipt shall be surrendered at the 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)(12) 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:

	Тс	otal Estimate	ed Purchase Pri	ce		
			nd/Or			
			umes and Values			
			et Removed from			
Cutti	ng Area		mated Volume		Estimated	
		· · · ·	MBF)		se Price	
Cutting	Approximate	Volume per	Total Volume	Value per	Total Value	
Area	Number of	Acre		Acre		
Number	Acres					
1-1	49		501			
1-2	41		418			
25-1	61		625			
25-2	66		676			
25-3	116		1,184			
25-4	17		174			
25-5	22		225			
35-1	132		1,350			
35-2	54		552			
35-3	54		552			
35-4	39	399				
35-5	32		327			
Sale Total	683		6,983			

R461

USDI - BUREAU OF LAND MANAGEMENT - OSO SCALING AUTHORIZATION (Scaling - Contract Information)

(1) Original Registration (X)	Amendment ()	Cancellation ()	
(2) To:		(9) Date Submitted:	
(3) From:		(10) Scale: East-side(X)	
(4) Logger:		(11) State Brand Registration #	
(5) Begin Haul Date:		(12)	-
(6) Purchaser:		Contract Scaler Brand Code #	(14) Brand
(7) Sale Name:			
(8) Contract #:	(13) Yellow Paint <u>Yes (X) No ()</u>	

Scale Location and Estimated Loads Per Day

(15) Scale Location (Name)	# of Loads	Yard	Truck	Remote Check Scaling Location
1.				
2.				
3.				
4.				
5.				
6.				

	(16) N	/linimum Produ	ct Specifications			(17) U	se for Sample Sale	s Only
Species	Length (Feet)	DIB Small End (Inches)	Net Scale % Gross Scale	Min. Net Scale Volume	Weight (Yes)	CONTRACT SCALER Brand Code	Sample Group Code	Frequency
All Species	12	10	33 1/3 %			#	A	(1: 1
						#	В	(1:
						#	С	(1:
						#	D	(1:
						#	E	(1:

(18) Add-Back Volume - Deductions Due to Delay Yes () No (X)	Remarks: <u>Always</u> when amending
CONTRACT SCALER DATE RECEIVED STAMP	

BLM Representative





T.4

0S. 1S.					
$W \xrightarrow{N}_{SCALE IN MILES}$	BLM LAND TS UNITS	ROAD PROJECTS EXISTING ROAD EXISTING PAVED ROAD EXISTING PRIMITIVE ROAD EXISTING PRIMITIVE ROAD	• EXISTING GATE	U.S.D.I. BLM MEDFORD DISTRICT T.40S., R.4E. WILL. MER. T.40S., R.5E. WILL. MER. T.41S., R.4E. WILL. MER. T.41S., R.5E. WILL. MER.	FALL N GRIZZLY SALVAGE ROAD LOCATION MAP EXHIBIT C-2; PAGE 1 OF 1

ONE 42	SCALE NONE SHEET 1 OF 1 OR-11-9113.4-2				NO	IGNED ROVED WN: JS DRAWING NO.	DESIGNED REVIEWED DRAWN: DATE DRAWI		THI	÷			Indicate gradation.	** Indic		ITEMS.		NLY, T PA)	SE 0.	VAL U. VN AR	MATIOI SHOI	FOR INFORMATIONAL USE ONLY, QUANTITIES SHOWN ARE NOT PAY	* FOR QUAN
	'IES*	QUANTITIES*		NTE OF	STIMATE	ES	-	AYS	ALW														ļ
	BUREA DISTRIC	S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT MEDFORD, OREGON	THE IN D, ORE	3. DEPARTMENT OF TH LAND MANAGEMENT MEDFORD,	ARTME MANAG	AND I	_ C ب_ S																ĥ
οv,	APPROV		DATE			REV. NO.	궈											_					
												1				ł		_					
0.84	7	1.69		1.64		+			-		2 70	2			_	3							TOTAL
																1							
								_	_									_					
		÷							_						_								
									_	_	0.25	.0		-						0.25	0.25	0.00	41-4E-02.00
0.30									-						-					0.44	0.44	0.00	40-4E-35.03
	-	0.70						•			0.70	.0								0.70	0.70	0.00	40-4E-35.02
		0.06	÷								0.06	0.								0.06	0.06	0.00	40-4E-35.01
		0.19		0.46							0.46	0								0.46	0.46	0.00	40-4E-26.01
		0.27									0.27	0			_					0.27	0.30	0.03	40-4E-26.00
		0.31		0				_			0.31	09			_					0.31	0.10	0.00	40-4E-23.02
0.16		0 16		0.38					+		0.38	0.0							_	0.38	0.38	0.00	40-4E-25.00
															_	40				0.99	1.61	0.62	40-4E-24.00
				0.64																0.64	0.64	0.00	40-4E-23.00
MILE	EA	MILE	STA	MILE	ACRE	C.Y.	C.Y.		-		LE MILE		L.F., L.F., L.F., L.F., EA., L.F., L.F., L.F., L.F.,	L.F. EA.	LF. LF.		C.Y. LI	C.Y O	ACRE	MILE/STA	MP/STA	MP/STA	UNIT MP/STA
2600	2600	2600	2300	2100	1800		1200	1000	006 0	700	ŏ	400 500	400 400 400	400 400	400 400	10 400		+	+	'		NO	SPECIFICATION
LONG TERM (EARTH / LOG	ROAD DECOM	SLOPE ST	ROADSIDE BR	SOIL STABIL	STOCKPILE	CRUSHED SURFACE	CRUSHED	ROCK SCREENED ROCK	PIT RUN	ROAD WID		FULL/HAL RECT. F ROUND FLUME	ELBOWS	SIZE 36" 48'	3" 24"	SIZE	ROCK		LENG	то	FROM	ROAD NUMBER
	BARRIER	IMISSION	AKING	RUSHING		1	ATE**	AGGREGATE**	A				CORRUGATED METAL PIPE	ATED MI	RUG/	ç	ION	EXCAVATION	١G	н		1	
	ALVAC	FALL N GRIZZLY SALVAGE	V GRIZ	FALL																			
- ω		EXHIBIT																		÷			

Fall N Grizzly Salvage Exhibit C-7 Page 1 of 2

FALL N GRIZZLY SALVAGE Road Worklist

This work consists of road work to be performed on the road prior to its use. The work includes, but not limited to blading the road surface, brushing, cleaning catch basins, cleaning ditches, and placing crushed aggregate on approved road bed and one culvert installation.

Road barricades removed during timber operations shall be replaced immediately after use. For activities that are not finished in one dry season, barricades shall be re-installed before the wet season, October 15th. This also includes new temporary roads that are constructed for the sale.

NAT – Natural Surface	CMP – Corrugated Metal Pipe
AGG – Aggregate Surface	Jct Junction

Road 40-4E-23.00 (North Grizzly A Spur) NAT

- MP Remarks
- 0.00 Jct. with 40-5E-03.00 Begin brushing.
- 0.64 End brushing.

Road 40-4E-24.00 (North Grizzly A Spur) NAT

MP Remarks

1.26 Remove rotted log culvert and install 24"X40' CMP as a bottom lay. Approx. 10 foot fill over the pipe location.

Road 40-4E-25.00 (North Grizzly A Spur) NAT

MP Remarks

- 0.00 Jct. with 40-4E-26.02 Remove barricade, begin brushing and blading.
- 0.38 End Renovation.

Road 40-4E-25.02 (North Grizzly B Spur)

NAT

- MP Remarks
- 0.00 Jct. with 40-4E-19.02. Remove barricade, begin brushing and blading.
- 0.16 End Renovation.

Fall N Grizzly Salvage Exhibit C-7 Page 2 of 2

Road 40-4E-25.04 (North Grizzly D Spur) AGG

- MP Remarks
- 0.0 Jct. with 40-4E-26.02. Begin blading
- 0.31 End Renovation

Road 40-4E-26.00 (West Grizzly A Spur) AGG

MP Remarks

- 0.03 Jct. with 40-4E-24.00. Begin blading
- 0.30 End Renovation

Road 40-4E-26.01 (West Grizzly B Spur) AGG

- MP Remarks
- 0.00 Jct. with 40-4E-24.00. Begin brushing and blading
- 0.46 End Renovation

Road 40-4E-35.01 (West Grizzly D Spur) NAT

- MP Remarks
- 0.00 Jct. with 40-4E-26.00. Begin blading
- 0.06 End Renovation

Road 40-4E-35.02 (West Grizzly Spur) NAT

- MPRemarks0.00Jct. with 40-5E-19.00. Remove barricade, Begin blading
- 0.70 End Renovation

Road 40-4E-02.00

NAT

- MPRemarks0.00Jct. with 40-4E-24.00. Remove boulder barricade, Begin blading
- 0.25 End Renovation

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet <u>1</u> of <u>20</u>

SPECIAL PROVISIONS

- 1. All road segments not completed during dry weather conditions shall be winterized, by providing a well-drained roadway by water barring, maintaining drainage and any additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Any portion of road not having surfacing rock in place will be blocked or barricaded to prevent vehicular traffic.
- 2. Before beginning road construction operations for the first time or after a shutdown of seven or more days, the Purchaser shall notify the Authorized Officer of the date he plans to begin operations. The Purchaser shall also notify the Authorized Officer if he intends to cease operations for any period of 30 or more days.
- 3. The P-line as staked in the field and as shown on Exhibit C, are intended to be used as a control, and should be considered as being in the area of the finished grade.
- 4. Proposed rock source: Stockpiles for crushed, private quarry for pit run, private quarry for cinder.
- 5. Seed mix and Straw sources: At agency discretion

A) Provided from BLM: based on availability ORB) Purchased from approved Commercial source:

6. The application of dust abatement materials such as Lignin or approved petroleum based dust abatement products shall be restricted from application just after wet weather or at stream crossings or other locations that could result in direct delivery to a water body. Roads that shall not have Lignin applied due to proximity to streams and springs are 40-4E-26.01, 40-4E-35.03 and 40-5E-19.00

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>2</u> of <u>20</u>

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

Jackson County, Oregon

INDEX

100	GENERAL
200	CLEARING AND GRUBBING
300	EXCAVATION AND EMBANKMENT
500	RENOVATION OF EXISTING ROADS
600	WATERING
700	AGGREGATE BASE COURSE (PIT RUN)
1200	AGGREGATE SURFACE COURSE (CRUSHED ROCK)
1700	EROSION CONTROL
1800	SOIL STABILIZATION
2100	ROADSIDE BRUSHING
2600	POST HARVEST WORK

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet 3 of 20

GENERAL - 100

*101 - Prework Conference(s):

A prework conference will be held prior to the start of temp road construction, road reconstruction, and decommissioning. 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.

*102 - Definitions:

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

ACI - American Concrete Institute

ASTM - 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.

<u>BLM</u> - Bureau of Land Management

 \underline{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.

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet 4 of 20

<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.

<u>Overhaul</u> - Distance excavated material is transported in excess of the distance included in the cost for excavation.

<u>Pioneer Road</u> - 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>Reasonably Close Conformity</u> - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

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

<u>Road Centerline</u> - Longitudinal center of roadbed.

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

<u>Road Renovation</u> - 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.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>5</u> of <u>20</u>

<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.

Spalls - Flakes or chips of stone.

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

<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>Timber</u> - Standing trees, downed trees, or logs which can be measured in board feet.

<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.

Geotextile Definitions:

<u>Abrasion Resistance</u> - The ability of a fabric surface to resist wear by friction.

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet 6 of 20

<u>Apparent Opening Size (AOS)</u> - Number of the U.S. Bureau of Standard sieve (or its opening size in millimeters or inches) having openings closest in size to the diameter of uniform particles which will allow 5 percent by weight to pass through the geotextile material when shaken in a prescribed manner. Also referred to as Equivalent Opening Size (EOS).

<u>Burst Strength</u> - The resistance of a geotextile material to rupture from pressure applied at right angles to the plane of the geotextile material under specified conditions, usually expressed as the amount of pressure causing failure. Rupture or burst results from tensile failure of the geotextile material.

<u>Grab Tensile Strength</u> - A modified tensile strength of a geotextile material. The strength of a specific width of geotextile material together with the additional strength contributed by adjacent areas. Typically, grab strength is determined on a 12-inchwide strip of geotextile material, with the tensile load applied at the midpoint of the geotextile material width through 1-inch-wide jaw faces.

<u>Nonwoven Geotextile Material</u> - A textile structure produced by bonding or interlocking of fibers, or both, accomplished by mechanical, or chemical means.

<u>Penetration Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a sharp pointed object. Initial penetration is by separating the fibers. Further penetration is essentially a tearing process.

<u>Percent Open Area</u> - The net area of a geotextile material that is not occupied by geotextile material filaments, normally determinable only for woven and nonwoven geotextile material having distinct, visible, and measurable openings that continue directly through the geotextile material.

<u>Permeability</u> - The geotextile material property which permits water to be transmitted in the longitudinal or transverse planes of the geotextile material.

<u>Piping</u> - The process by which soil particles are washed in or through pore spaces in drains and filters or poorly compacted fill/backfill material.

<u>Pore Size</u> - The size of an opening between geotextile material filaments; apparent opening size (AOS) is used to quantify this geotextile material property.

<u>Puncture Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a blunt object. Failure results in a tearing of the geotextile material.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>7</u> of <u>20</u>

<u>Reinforcement</u> - Strengthening of concrete with iron bars or mesh: geotextile with geotextile material inclusion: subgrade with aggregate: etc.

<u>Separation</u> - Function of geotextile material as a partition between adjacent materials to prevent mixing of those materials.

<u>Tensile Strength</u> - The strength shown by a geotextile material subjected to tension as distinct from torsion, compression, or shear.

<u>Tensile Stress-Strain Modulus</u> - A measure of the resistance to elongation under stress. The ratio of the change in tensile stress to the corresponding change in strain.

<u>Tensile Test</u> - A test which subjects geotextile material to tensile forces and measures resultant stresses and strains.

<u>Ultraviolet (UV) Radiation Stability</u> - The ability of geotextile material to resist deterioration from exposure to sunlight.

<u>Unaged Cloth</u> - Cloth in condition received from the manufacturer or distributor.

<u>Woven Geotextile Material</u> - A textile structure comprising two or more sets of filaments of yarns interlaced in such a way that the elements pass each other at essentially right angles with one set of elements parallel to the geotextile material axis.

- 102a Tests Used in These Specifications:
 - <u>AASHTO T 11</u> Quantity of rock finer than No. 200 sieve.
 - <u>AASHTO T 27</u> 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.

<u>AASHTO T 90</u> 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.
- <u>AASHTO T 96</u> Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet 8 of 20

- 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 12inch cone. For rock surfacing for 1-1/2-inch minus to 3-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.
- <u>AASHTO T 248</u> Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- <u>DES. E-12</u> Determination of relative density of cohesionless soils.

<u>DMSO (dimethyl sulfide)</u> - 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), 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 selfpropelled 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.

EXHIBIT C Sale Name: Fall N Grizzly Salvage Sheet 9 of 20

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 <u>Other.</u> 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 as staked on the ground. The temporary road built to access unit 1-1 shall have a width no greater than 14 ft. The other three temp roads shall have widths no greater than 12 ft.
- 202 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 or as staked on the ground.
- 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
- *210 Disposal of clearing and grubbing debris, stumps and cull logs, shall be by scattering over the road surface during decommissioning. During construction or renovation material shall be placed outside of clearing limits where it can later be retrieved.
- 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.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>10</u> of <u>20</u>

EXCAVATION AND EMBANKMENT - 300

- 302 Excavation shall also 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 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 or marked on the ground.
- 305 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 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.
- 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.
- 308 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.
- 313 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.
- 314 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. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 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 as directed by the Authorized Officer.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>11</u> of <u>20</u>

- 321c End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers is (not) required. Materials placed shall be sloped, shaped, and otherwise brought to a neat and sightly condition acceptable to the Authorized Officer.
- *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.
- *327 The finished grading shall be approved in writing by the Authorized Officer.

RENOVATION OF EXISTING ROADS - 500

- *501 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 and as marked on the ground with stakes or tags.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications and as marked on the ground with stakes or tags.
- 502 The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections as marked on the ground with stakes or tags.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 506 The inlet end of 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 pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- 509 The finished grading shall be approved in writing by the Authorized Officer before timber haul begins on roads renovated. The Purchaser shall give the Authorized Officer 5 days notice prior to final inspection of the grading operations.

WATERING - 600

*601 - 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.

- *602 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 requirements in conformance with these specifications, and for laying dust during work periods.
- *603 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.
- 604 Water required under these specifications shall be obtained at a commercial source.
- 605 The Purchaser shall secure the necessary water permits and pay all required water fees for use of the water sources selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE BASE COURSE - 700 PIT RUN ROCK MATERIAL

- *701 This work shall consist of furnishing, hauling and placing one or more layers of pit run rock material on the approved roadbeds and landings.
- 702a Pit run rock materials used in this work may be obtained from sources selected by the Purchaser at his option, providing the materials furnished comply with these specifications and the sources are approved in writing by the Authorized Officer prior to use.
- *703 Pit run rock materials shall consist of talus rock, bank run or river run gravels, partly decomposed granite or basalt, cinders, or other approved materials. The materials shall be reasonably free from vegetative matter or other deleterious material.
- *704 Pit run rock material shall consist of native materials of such a size and grading that it can be taken directly from the source and placed on the road without crushing or screening. The material shall contain only occasional oversize particles to be removed. The term "oversize" shall be construed to mean material greater than 2/3 the compacted thickness of the layer in which it is placed.
- 705 Pit run rock material shall be placed in layers of sufficient thickness to accommodate the material, except that the maximum thickness of any layer shall not exceed 8 inches. Where the total specified thickness is greater than 8 inches the material shall be placed in two or more layers of equal thickness.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>13</u> of <u>20</u>

- 706 Oversize material that cannot be accommodated in the layer shall be removed at the source or on the road, and shall be disposed of as directed by the Authorized Officer.
- 707 When so indicated, filler or binder obtained from the source shall be uniformly blended with pit run rock material on the road.
- *708 The roadbed as shaped and compacted under Sections 300 and 500 of these specifications shall be approved in writing by the Authorized Officer prior to placement of pit run rock material.
- 709 Pit run rock material shall be placed on roadbed, blade processed and spread to required dimensions.
- 710 Pit run rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.
- 712 Pit run rock material shall be surface bladed during the compaction operation to remove irregularities and to produce a smooth running surface.
- 713 Pit run rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrades shall not be construed as surfacing required under this specification unless approved in writing by the Authorized Officer prior to placement.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- *1201 This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock materials on the approved roadbeds in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road.
- *1202 Crushed rock materials used in this work shall consist of quarry rock, stone, gravel, or other approved materials obtained from sources approved by the Authorized Officer.
- 1202a- Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at his option and expense, providing the rock materials furnished comply with these specifications.

NOTE: USE OF SUBSECTION R1220 SUBJECT TO STATE OFFICE APPROVAL.

*1203 - When crushed rock material is produced from gravel, not less than (65) percent by weight of the particles retained on the No. 4 sieve will have (2) manufactured fractured face(s). (If necessary to meet the above requirements, or to eliminate an excess of filler, the gravel shall be screened before crushing).

1204 - Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirement.

Ре	CRUS ercentage by	<u>TABLE</u> GATE SURI HED ROCK weight passi ASHTO T 1	FACE COU MATERIA ng square n	<u>AL</u>							
Sieve				ATION							
Designation	C	<u>C-1</u>	D	<u>D-1</u>	E	<u>E-1</u>					
1-1/2 inch	100 100										
1 inch	-	-	100	100	-	-					
3/4 inch	50-90	60-90	-	70-98	100	100					
1/2 inch	-	-	-	-	-	70-98					
No. 4	25-50	30-55	30-60	36-60	40-75	44-70					
No. 8	-	22-43	-	25-47	-	30-54					
No. 30	-	11-27	-	12-31	-	15-34					
No. 40	5-25	-	5-30	-	5-35	-					
No. 200	2-15	3-15	3-15	3-15	2-15	3-15					

*1205 - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.

- *1206 Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T 210.
- 1207a- That portion of crushed rock material passing No. 4 sieve, including blending filler, shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalence of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

	Percent Passing
Sand Equivalent	<u>#200 Sieve AASHTO T 27</u>
34	9
33	8
32	7
31	6
30	5
29 or less	4

- 1208 If additional binder or filler material is necessary to meet the grading or plasticity requirements, or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- *1208a- Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The
EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>15</u> of <u>20</u>

mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

- *1209 Shaping and compacting of roadbed shall be completed and approved in writing, prior to placing crushed rock material in accordance to the requirements of Subsections 300 and 500 for placing on the roadbed, landings.
- *1210a- Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing required by this specification unless approved as such by the Authorized Officer.
- 1211 Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

EROSION CONTROL - 1700

- *1701 This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other control erosion devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 1704 The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of Section 1800.
- 1706a- The Purchaser shall perform, during the same construction season, erosion control measures on all exposed excavation, borrow, and embankment areas.
- 1708a-Newly constructed or renovated roads with a native surface that are used as haul routes not completed during dry weather periods shall be winterized, by providing a well-drained roadway by water barring, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

SOIL STABILIZATION - 1800

*1801 - This work shall consist of seeding, fertilizing and mulching on designated cut, fill, borrow, disposal, landings and special areas in accordance with these specifications and as shown on the plans.

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>16</u> of <u>20</u>

- 1802a- Soil stabilization work consisting of seeding, mulching and fertilizing shall be performed on landings, disturbed areas and decommissioned roads in accordance with these specifications and as shown on the plans.
- *1803 Soil stabilization work as specified under Subsections 1802 and 1802a shall be performed before the wet season begins, typically October 15.

The Authorized Officer may modify the above seasonal date to conform to existing weather conditions and changes in the construction schedule.

- 1803a- The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1804 The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

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

The grass seed furnished shall meet the minimum requirement for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University. Seed source shall be approved by the Authorized Officer and shall be from general region where the project occurs.

The Purchaser shall furnish the Authorized Officer a Seed Test Result from a certified seed testing lab 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 shall be selected as a first choice for project work. If native grass/forb seed or other plant materials are not available, non-native species to be used shall be approved by the appropriate resources specialist 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>	<u>Total by Wt</u> .	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

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>17</u> of <u>20</u>

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.

- 1810- 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.
- 1822- 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 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 from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

ROADSIDE BRUSHING - 2100

- *2101 This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self-powered, self-propelled equipment or manually with hand tools, including chain saws.

2103 - Vegetation cut manually or mechanically less than 6 inches in diameter when measured 6 inches above the ground at DBHOB shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 2 inch area will be severed from the trunk.

Vegetation shall be cut and removed from the road bed between the outside shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 1 foot above the ground and running surface. Limbs below the 1 foot area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.

- 2104 Trees in excess of 6 inches in diameter at DBHOB when measured 6 inches above the ground line shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height shall be cut within these areas. Due to variations in curvature, the Authorized Officer may direct a chord or middle ordinate distance of something less.
- 2108 Self-propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 feet in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by Authorized Officer.
- 2113 Roadside brushing shall be accomplished as shown on the plans and as listed below:

Road Number	<u>Mi.</u>	From.	<u>To.</u>
40-4E-23.00	0.64	Jct with 3.0	Jct with 19.0
40-4E-25.00	0.38	MP 0.00	MP 0.38
40-4E-25.02	0.16	MP 0.00	MP 0.16
40-4E-26.01 A	0.27	MP 0.00	MP 0.27
40-4E-26.01 B	0.19	MP 0.27	MP 0.46

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>19</u> of <u>20</u>

- 2114 Roadside brushing shall be completed prior to use of the road for timber haul.
- 2115 Sections of roadway to have vegetation removed will be marked at start and stop points with red-topped painted stakes.
- 2116 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within (400) feet of the immediate operating area.
- 2117 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

POST HARVEST ROAD WORK - 2600

2601 -All roads to be fully decommissioned, both pre-existing and built for the timber sale, shall be discontinuously subsoiled to a depth of at least 12-18 inches or to a point where 10-inch diameter stones are the dominant substrate (whichever is shallower), seeded, water-barred, mulched, and blocked during dry soil conditions in the same year of the salvage harvest to stabilize soils and to hydrologically disconnect the roads from any intermittent channel before winter rains. Slash, boulders and other debris would be placed along the roads entire length as determined by availability of materials to provide ground cover and discourage mechanized use. Blockage at the entrance would consist of digging a trench and constructing a log and earth berm at the location staked on the ground. If the beginning of the road is not adequately camouflaged by decommissioning work described above then the purchaser shall add material to the road surface to accomplish this objective. As directed by the Authorized Officer the purchaser shall place logs, slash, boulders and other material so the entrance is camouflaged for a minimum distance of 100 feet and vehicle access is precluded.

Road No.	From	То
40-4E-25.02	0.00	0.02
40-4E-25.04	0.00	0.31
40-4E-26.00	0.03	0.30
40-4E-26.01	0.27	0.46
40-4E-35.01	0.00	0.06
40-4E-35.02	0.00	0.70
	TOTAL MILES	1.85

Fully Decommission the following roads with mechanical means as described above:

EXHIBIT C Sale Name: <u>Fall N Grizzly Salvage</u> Sheet <u>20</u> of <u>20</u>

Temporary Road to Access Units	Length
1-1	Approx. 0.60 miles
25-4	Approx. 52 feet
35-1	250 feet or less
35-5	250 feet or less
	TOTAL MILES Approx. 0.70

- 2602a Long term closure of road 40-4E-25.00 will require purchaser to construct water bars in locations staked. Construct a barricade near the beginning of the road at the location staked. This barricade will have a trench and log/earth berm.
- 2602b Long term closure of road 40-4E-35.03 will require purchaser to construct barricade at the location staked. This barricade will not have a trench but only use logs or boulders to close the road.

SPECIFICATION TABLE OF CONTENTS

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

Fall N Grizzly Salvage Exhibit D-1 Page 2 of 9

GENERAL - 3000

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

OPERATIONAL MAINTENANCE - 3100

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

- 3104a Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

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

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

- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106 The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement.

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

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

Fall N Grizzly Salvage Exhibit D-1 Page 4 of 9

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

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

SEASONAL MAINTENANCE - 3200

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

Fall N Grizzly Salvage Exhibit D-1 Page 5 of 9

FINAL MAINTENANCE - 3300

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

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

OTHER MAINTENANCE - 3400

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

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

Fall N Grizzly Salvage Exhibit D-1 Page 6 of 9

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

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
40-4E-03.01 A1-C1	0.00	4.69
40-4E-03.01 D	4.69	4.80
40-4E-03.01 E	4.80	5.09
40-4E-03.01 F	5.09	5.64
40-4E-03.01 G-H	5.64	6.43
40-4E-23.00	0.00	0.65
40-4E-24.00 A1-A2	0.00	1.61
40-4E-24.00 B1-B2	1.61	2.77
40-4E-24.00 C1	2.77	2.97
40-4E-25.00	0.00	0.38
40-4E-25.01 A-B	0.00	3.51
40-4E-25.02	0.00	0.16
40-4E-25.04	0.00	0.31
40-4E-26.00 A	0.00	0.03
40-4E-26.00 B	0.03	0.30
40-4E-26.01 A	0.00	0.27

Fall N Grizzly Salvage Exhibit D-1 Page 7 of 9

Road No.	From M.P./STA	To M.P./STA
40-4E-26.01 B	0.27	0.46
40-4E-26.02 A	0.00	0.38
40-4E-26.02 B	0.38	0.90
40-4E-35.00	0.00	0.86
40-4E-35.01	0.00	0.06
40-4E-35.02	0.00	0.40
40-4E-35.03	0.00	0.44
40-4E-35.04	0.00	0.07
40-5E-03.00 G	12.13	14.72
40-5E-19.00 B	2.98	3.26
40-5E-19.00 D	4.75	5.55
40-5E-19.00 E	5.55	5.70
40-5E-19.02 B	2.72	3.59
41-4E-02.00	0.00	0.25
Temp Spur Sec 6	0.00	0.60

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

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

Fall N Grizzly Salvage Exhibit D-1 Page 8 of 9

Road No.	From M.P./STA	To M.P./STA
40-4E-03.01 A1-C1	0.00	4.69
40-4E-03.01 D	4.69	4.80
40-4E-03.01 E	4.80	5.09
40-4E-03.01 F	5.09	5.64
40-4E-03.01 G-H	5.64	6.43
40-4E-23.00	0.00	0.65
40-4E-24.00 A1-A2	0.00	1.61
40-4E-24.00 B1-B2	1.61	2.77
40-4E-24.00 C1	2.77	2.97
40-4E-25.00	0.00	0.38
40-4E-25.01 A-B	0.00	3.51
40-4E-25.02	0.00	0.16
40-4E-25.04	0.00	0.31
40-4E-26.00 A	0.00	0.03
40-4E-26.00 B	0.03	0.30
40-4E-26.01 A	0.00	0.27
40-4E-26.01 B	0.27	0.46
40-4E-26.02 A	0.00	0.38
40-4E-26.02 B	0.38	0.90
40-4E-35.00	0.00	0.86
40-4E-35.01	0.00	0.06
40-4E-35.02	0.00	0.40

Fall N Grizzly Salvage Exhibit D-1 Page 9 of 9

Road No.	From M.P./STA	To M.P./STA
40-4E-35.03	0.00	0.44
40-4E-35.04	0.00	0.07
40-5E-03.00 G	12.13	14.72
40-5E-19.00 B	2.98	3.26
40-5E-19.00 D	4.75	5.55
40-5E-19.00 E	5.55	5.70
40-5E-19.02 B	2.72	3.59
41-4E-02.00	0.00	0.25
Temp Spur Sec 6	0.00	0.60

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

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



FALL N GRIZZLY SALVAGE ROAD LOCATION MAP EXHIBIT D-2; PAGE 1 OF 1



SCALE IN MILES



Sale: Fall N Grizzly Salvg Sale Date: 07/09/2015 Prep. By : JMcNeel Tract No: TS-15-04

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)	\$0.00/6983 MBF = \$0.00/MBF 1/
	(R-3b)	(Tot Sale Vol)

2) Road Maintenance Obligation:

\$12194.67	+ \$47452.51	+ \$23970.85	+ \$0.00	= \$83618.03
(2.1)	(3.1)	(3.2)	(5.1)	(R-2)

3) Other Maintenance Payments:

\$0.00
(4.1)

4). Purchaser Maintenance Allowances:

(5.2A) Move In	\$803.80
(5.2B) Culverts, Catch Basins, Downspouts	\$0.00
(5.2C) Grading, Ditching	\$1039.44
(5.2D) Slide Removal and Slump Repair	\$0.00
(5.2E) Dust Palliative (Water)	\$15205.32
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00

Total (5.2) = $\frac{\$17048.56}{(R-2 \& Ex. D)}$

2)+3)+4) Total = 100,666.60/6983 MBF = <u>\$14.42/MBF</u> 1/ (Total Sale Vol)

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

OR110-9113-1

File S:\Ashland\Engineering Projects\2015\Timber Sales\Oregon Gulch\Fall N Grizzly Salvage.mdb

1) Road Use Fees - Amortization

R/W		Rd Use Vo	1	Road Use
Number	Road Number	Fee x MB	F =	Obligation

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul 1/ 2/

and SegmentN TypeMixFeexMBF=Maint $40-4E-03.01$ D N ASC0.111.461104\$177.30 $40-4E-03.01$ F N ASC0.551.461104\$886.51 $40-4E-24.00$ BlN ASC0.151.46225\$487.28 $40-4E-24.00$ BlN ASC0.151.461534\$335.95 $40-4E-24.00$ BlN ASC0.231.46550\$184.69 $40-4E-24.00$ BlN ASC0.201.46654\$190.97 $40-4E-25.01$ A N ASC0.201.46757\$221.04 $40-4E-25.01$ A N ASC0.201.461125\$328.50 $40-4E-25.01$ A N ASC0.201.461125\$328.50 $40-4E-25.01$ A N ASC0.201.461206\$352.15 $40-4E-25.01$ A N ASC0.201.461409\$205.71 $40-4E-25.01$ A N ASC0.101.461824\$798.91 $40-4E-25.01$ A N ASC0.251.461658\$605.17 $40-4E-25.01$ A N ASC0.251.461658\$205.71 $40-4E-25.01$ A N ASC0.271.46434\$171.08 $40-4E-25.01$ A N ASC0.271.461824\$798.91 $40-4E-25.01$ A N ASC0.271.46303\$964.48 $40-4E-26.02$ B N ASC0.201.463139\$458.29 $40-4E-26.02$ B N ASC0.101.463139\$458.29 $40-4E-26.02$ B N ASC0.101.46314\$92.56 $40-4E-26.02$ B N ASC0.10	Road Number	A	Surf		Maint	Vol	Total
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	and Segment	Ν	Туре	Mi	x Fee x	MBF	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-03.01	D N	ASC	0.11	1.46	1104	\$177.30
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-03.01	F N	ASC	0.55	1.46	1104	\$886.51
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-24.00	BlN	ASC	0.15	1.46	2225	\$487.28
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-24.00	BlN	ASC	0.25	1.46	2090	\$762.85
40-4E-24.00B2NASC 0.23 1.46 550 $$184.69$ $40-4E-25.01$ ANASC 0.20 1.46 654 $$190.97$ $40-4E-25.01$ ANASC 0.20 1.46 757 $$221.04$ $40-4E-25.01$ ANASC 0.20 1.46 1125 $$328.50$ $40-4E-25.01$ ANASC 0.20 1.46 1125 $$328.50$ $40-4E-25.01$ ANASC 0.20 1.46 1206 $$352.15$ $40-4E-25.01$ ANASC 0.10 1.46 1409 $$205.71$ $40-4E-25.01$ ANASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ ANASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ ANASC 0.25 1.46 1824 $$798.91$ $40-4E-25.01$ ANASC 0.30 1.46 1824 $$798.91$ $40-4E-26.00$ BNASC 0.27 1.46 3303 $$964.48$ $40-4E-26.02$ BNASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ BNASC 0.10 1.46 3021 $$573.39$ $40-4E-26.02$ BNASC 0.10 1.46 3021 $$573.39$ $40-4E-26.02$ BNASC 0.10 1.46 552 $$588.32$ $40-4E-26.02$ B </td <td>40-4E-24.00</td> <td>B1N</td> <td>ASC</td> <td>0.15</td> <td></td> <td>1534</td> <td>\$335.95</td>	40-4E-24.00	B1N	ASC	0.15		1534	\$335.95
40-4E-25.01 A N ASC 0.20 1.46 654 $$190.97$ $40-4E-25.01$ A N ASC 0.20 1.46 757 $$221.04$ $40-4E-25.01$ A N ASC 0.10 1.46 889 $$129.79$ $40-4E-25.01$ A N ASC 0.20 1.46 1125 $$328.50$ $40-4E-25.01$ A N ASC 0.20 1.46 1206 $$352.15$ $40-4E-25.01$ A N ASC 0.14 1.46 1310 $$267.76$ $40-4E-25.01$ A N ASC 0.10 1.46 1409 $$$205.71$ $40-4E-25.01$ A N ASC 0.25 1.46 1658 $$$605.17$ $40-4E-25.01$ A N ASC 0.25 1.46 1658 $$$605.17$ $40-4E-25.01$ A N ASC 0.30 1.46 1824 $$$798.91$ $40-4E-25.01$ B N ASC 0.31 1.46 270 $$$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$$171.08$ $40-4E-26.02$ B N ASC 0.27 1.46 3303 $$$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 $$$11$ $$$261.12$ $40-4E-35.00$ N ASC 0.10 1.46 $$$25$ $$$73.39$ $40-4E-35.00$ N ASC 0.10 1.46 $$$26$ $$$11.22$ $40-5E-19.00$ D N ASC 0.19 1.46 $$266$ $$$15.92$ $40-5E-19.00$ D N ASC 0.73 1.46 $$$25$ $$$$88.32$	40-4E-24.00	BlN	ASC	0.44	1.46	1328	\$853.11
40-4E-25.01 A N ASC 0.20 1.46 757 $$221.04$ $40-4E-25.01$ A N ASC 0.10 1.46 889 $$129.79$ $40-4E-25.01$ A N ASC 0.20 1.46 1125 $$328.50$ $40-4E-25.01$ A N ASC 0.20 1.46 1206 $$352.15$ $40-4E-25.01$ A N ASC 0.14 1.46 1310 $$267.76$ $40-4E-25.01$ A N ASC 0.10 1.46 1409 $$205.71$ $40-4E-25.01$ A N ASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ A N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.01$ B N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.02$ B N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3129 $$468.66$ $40-4E-26.02$ B N ASC 0.10 1.46 3021 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.19 1.46 552 $$588.32$ $40-4E-35.00$ N ASC 0.19 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.73 1.46 1104 $$80.59$ $40-5E-19$		B2N	ASC	0.23	1.46	550	\$184.69
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-25.01	A N	ASC	0.20	1.46	654	\$190.97
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-25.01	A N	ASC	0.20	1.46	757	\$221.04
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	40-4E-25.01	A N	ASC	0.10	1.46	889	\$129.79
40-4E-25.01 A N ASC 0.14 1.46 1310 $$267.76$ $40-4E-25.01$ A N ASC 0.10 1.46 1409 $$205.71$ $40-4E-25.01$ A N ASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ A N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.01$ B N ASC 1.40 1.46 501 $$1024.04$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ A N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3121 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.19 1.46 511 $$261.12$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ B N ASC 0.30 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$	40-4E-25.01	A N	ASC	0.20	1.46	1125	\$328.50
40-4E-25.01 A N ASC 0.10 1.46 1409 $$205.71$ $40-4E-25.01$ A N ASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ A N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.01$ B N ASC 1.40 1.46 501 $$1024.04$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ A N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3121 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.04 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ B N ASC 0.30 1.46 184 $$80.59$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$	40-4E-25.01	A N	ASC	0.20	1.46	1206	\$352.15
40-4E-25.01 A N ASC 0.25 1.46 1658 $$605.17$ $40-4E-25.01$ A N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.01$ B N ASC 1.40 1.46 501 $$1024.04$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ A N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3121 $$468.66$ $40-4E-26.02$ B N ASC 0.10 1.46 3021 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.04 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.04 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ B N ASC 0.30 1.46 184 $$80.59$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$	40-4E-25.01	A N	ASC	0.14	1.46	1310	\$267.76
40-4E-25.01 A N ASC 0.30 1.46 1824 $$798.91$ $40-4E-25.01$ B N ASC 1.40 1.46 501 $$1024.04$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ A N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3121 $$468.66$ $40-4E-26.02$ B N ASC 0.10 1.46 3021 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.04 1.46 266 $$15.92$ $40-4E-35.00$ N ASC 0.19 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ B N ASC 0.30 1.46 184 $$80.59$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.10 1.46 92 $$13.43$	40-4E-25.01	A N	ASC	0.10	1.46	1409	\$205.71
40-4E-25.01 B N ASC 1.40 1.46 501 $$1024.04$ $40-4E-25.04$ N ASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ B N ASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ A N ASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ B N ASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ B N ASC 0.10 1.46 3139 $$458.29$ $40-4E-26.02$ B N ASC 0.10 1.46 3021 $$573.39$ $40-4E-26.02$ B N ASC 0.10 1.46 3021 $$573.39$ $40-4E-35.00$ N ASC 0.10 1.46 511 $$261.12$ $40-4E-35.00$ N ASC 0.04 1.46 256 $$71.01$ $40-5E-19.00$ D N ASC 0.73 1.46 552 $$588.32$ $40-5E-19.00$ D N ASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ B N ASC 0.30 1.46 184 $$80.59$ $40-5E-19.02$ B N ASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ B N ASC 0.10 1.46 92 $$13.43$	40-4E-25.01	A N	ASC	0.25	1.46	1658	\$605.17
40-4E-25.04NASC 0.31 1.46 270 $$122.20$ $40-4E-26.00$ BNASC 0.27 1.46 434 $$171.08$ $40-4E-26.01$ ANASC 0.27 1.46 82 $$32.32$ $40-4E-26.02$ BNASC 0.20 1.46 3303 $$964.48$ $40-4E-26.02$ BNASC 0.10 1.46 3120 $$468.66$ $40-4E-26.02$ BNASC 0.10 1.46 3129 $$458.29$ $40-4E-26.02$ BNASC 0.13 1.46 3021 $$73.39$ $40-4E-26.02$ BNASC 0.13 1.46 3021 $$73.39$ $40-4E-35.00$ NASC 0.10 1.46 634 $$92.56$ $40-4E-35.00$ NASC 0.35 1.46 511 $$261.12$ $40-4E-35.00$ NASC 0.04 1.46 266 $$15.92$ $40-5E-19.00$ DNASC 0.19 1.46 256 $$71.01$ $40-5E-19.00$ DNASC 0.05 1.46 1104 $$80.59$ $40-5E-19.02$ BNASC 0.20 1.46 133 $$38.84$ $40-5E-19.02$ BNASC 0.10 1.46 92 $$13.43$	40-4E-25.01	A N	ASC	0.30	1.46	1824	\$798.91
40-4E-26.00 B N ASC0.271.46434\$171.0840-4E-26.01 A N ASC0.271.4682\$32.3240-4E-26.02 B N ASC0.201.463303\$964.4840-4E-26.02 B N ASC0.101.463210\$468.6640-4E-26.02 B N ASC0.101.463139\$458.2940-4E-26.02 B N ASC0.131.463021\$573.3940-4E-35.00 N ASC0.101.46634\$92.5640-4E-35.00 N ASC0.351.46511\$261.1240-4E-35.00 N ASC0.041.46266\$15.9240-5E-19.00 D N ASC0.191.46552\$588.3240-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-4E-25.01	ΒN	ASC	1.40	1.46	501	\$1024.04
40-4E-26.01 A N ASC 0.27 1.46 82 \$32.32 $40-4E-26.02$ B N ASC 0.20 1.46 3303 \$964.48 $40-4E-26.02$ B N ASC 0.10 1.46 3210 \$468.66 $40-4E-26.02$ B N ASC 0.10 1.46 3139 \$458.29 $40-4E-26.02$ B N ASC 0.10 1.46 3021 \$573.39 $40-4E-35.00$ N ASC 0.10 1.46 634 \$92.56 $40-4E-35.00$ N ASC 0.35 1.46 511 \$261.12 $40-4E-35.00$ N ASC 0.04 1.46 266 \$15.92 $40-5E-19.00$ D N ASC 0.19 1.46 552 \$588.32 $40-5E-19.00$ D N ASC 0.05 1.46 1104 \$80.59 $40-5E-19.02$ B N ASC 0.30 1.46 184 \$80.59 $40-5E-19.02$ B N ASC 0.20 1.46 133 \$38.84 $40-5E-19.02$ B N ASC 0.10 1.46 92 \$13.43	40-4E-25.04	Ν	ASC	0.31	1.46	270	\$122.20
40-4E-26.02 B N ASC0.201.463303\$964.4840-4E-26.02 B N ASC0.101.463210\$468.6640-4E-26.02 B N ASC0.101.463139\$458.2940-4E-26.02 B N ASC0.131.463021\$573.3940-4E-35.00N ASC0.101.46634\$92.5640-4E-35.00N ASC0.351.46511\$261.1240-4E-35.00N ASC0.041.46266\$15.9240-5E-19.00D N ASC0.191.46552\$588.3240-5E-19.00D N ASC0.051.461104\$80.5940-5E-19.02B N ASC0.301.46184\$80.5940-5E-19.02B N ASC0.201.46133\$38.8440-5E-19.02B N ASC0.101.4692\$13.43	40-4E-26.00	ΒN	ASC	0.27	1.46	434	\$171.08
40-4E-26.02 B N ASC0.101.463210\$468.6640-4E-26.02 B N ASC0.101.463139\$458.2940-4E-26.02 B N ASC0.131.463021\$573.3940-4E-35.00N ASC0.101.46634\$92.5640-4E-35.00N ASC0.351.46511\$261.1240-4E-35.00N ASC0.041.46266\$15.9240-5E-19.00D N ASC0.191.46552\$588.3240-5E-19.00D N ASC0.051.461104\$80.5940-5E-19.02B N ASC0.301.46184\$80.5940-5E-19.02B N ASC0.201.46133\$38.8440-5E-19.02B N ASC0.101.4692\$13.43	40-4E-26.01	A N	ASC	0.27	1.46	82	\$32.32
40-4E-26.02 B N ASC0.101.463139\$458.2940-4E-26.02 B N ASC0.131.463021\$573.3940-4E-35.00 N ASC0.101.46634\$92.5640-4E-35.00 N ASC0.351.46511\$261.1240-4E-35.00 N ASC0.041.46266\$15.9240-5E-19.00 D N ASC0.191.46552\$588.3240-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-4E-26.02	ΒN	ASC	0.20	1.46	3303	\$964.48
40-4E-26.02 B N ASC0.131.463021\$573.3940-4E-35.00 N ASC0.101.46634\$92.5640-4E-35.00 N ASC0.351.46511\$261.1240-4E-35.00 N ASC0.041.46266\$15.9240-5E-19.00 D N ASC0.191.46552\$588.3240-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-4E-26.02	ΒN	ASC	0.10	1.46	3210	\$468.66
40-4E-35.00NASC0.101.46634\$92.5640-4E-35.00NASC0.351.46511\$261.1240-4E-35.00NASC0.041.46266\$15.9240-5E-19.00DNASC0.191.46256\$71.0140-5E-19.00DNASC0.731.46552\$588.3240-5E-19.00DNASC0.051.461104\$80.5940-5E-19.02BNASC0.201.46133\$38.8440-5E-19.02BNASC0.101.4692\$13.43	40-4E-26.02	ΒN	ASC	0.10	1.46	3139	\$458.29
40-4E-35.00N ASC0.351.46511\$261.1240-4E-35.00N ASC0.041.46266\$15.9240-5E-19.00D N ASC0.191.46256\$71.0140-5E-19.00D N ASC0.731.46552\$588.3240-5E-19.00D N ASC0.051.461104\$80.5940-5E-19.02B N ASC0.301.46184\$80.5940-5E-19.02B N ASC0.201.46133\$38.8440-5E-19.02B N ASC0.101.4692\$13.43	40-4E-26.02	ΒN	ASC	0.13	1.46	3021	\$573.39
40-4E-35.00N ASC0.041.46266\$15.9240-5E-19.00D N ASC0.191.46256\$71.0140-5E-19.00D N ASC0.731.46552\$588.3240-5E-19.00D N ASC0.051.461104\$80.5940-5E-19.02B N ASC0.301.46184\$80.5940-5E-19.02B N ASC0.201.46133\$38.8440-5E-19.02B N ASC0.101.4692\$13.43	40-4E-35.00	Ν	ASC	0.10	1.46	634	\$92.56
40-5E-19.00 D N ASC0.191.46256\$71.0140-5E-19.00 D N ASC0.731.46552\$588.3240-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-4E-35.00	Ν	ASC	0.35	1.46	511	\$261.12
40-5E-19.00 D N ASC0.731.46552\$588.3240-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-4E-35.00	Ν	ASC	0.04	1.46	266	\$15.92
40-5E-19.00 D N ASC0.051.461104\$80.5940-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-5E-19.00	D N	ASC	0.19	1.46	256	\$71.01
40-5E-19.02 B N ASC0.301.46184\$80.5940-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-5E-19.00	D N	ASC	0.73	1.46	552	\$588.32
40-5E-19.02 B N ASC0.201.46133\$38.8440-5E-19.02 B N ASC0.101.4692\$13.43	40-5E-19.00	D N	ASC	0.05	1.46	1104	\$80.59
40-5E-19.02 B N ASC 0.10 1.46 92 \$13.43	40-5E-19.02	ΒN	ASC	0.30	1.46	184	\$80.59
	40-5E-19.02	ΒN	ASC	0.20	1.46	133	\$38.84
40-5E-19.02 B N ASC 0.20 1.46 245 \$71.54	40-5E-19.02	ΒN	ASC	0.10	1.46	92	\$13.43
	40-5E-19.02	ΒN	ASC	0.20	1.46	245	\$71.54
40-5E-19.02 B N ASC 0.20 1.46 337 \$98.40	40-5E-19.02	ΒN	ASC	0.20	1.46	337	\$98.40
40-5E-19.02 B N ASC 0.10 1.46 528 \$77.09	40-5E-19.02	ΒN	ASC	0.10	1.46	528	\$77.09
40-5E-19.02 B N ASC 0.10 1.46 706 \$103.08	40-5E-19.02	ΒN	ASC	0.10	1.46	706	\$103.08

(2.1) Subtotal \$12194.67

 $1/\ensuremath{\operatorname{Rockwear}}$ 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

		MAINTENANCE (3.1	.) ROCKWEAR (3.2) 1/ 2/
Agrmnt	Road		
Number	Number	Mi x Fee x MBF	= Maint Fee x MBF = Rkwear
M-690	40-4E-24.00 A2	0.32 0.97 2495	\$774.45 0.49 2495 \$391.22
M-690	40-4E-03.01 Al	0.82 0.97 6983	\$5554.28 0.49 6983 \$2805.77

M-690	40-4E-03.01 B	0.99	0.97	6983	\$6705.77	0.49	6983	\$3387.45
M-690	40-4E-03.01 Cl	2.15	0.97	1104	\$2302.39	0.49	1104	\$1163.06
M-690	40-4E-03.01 G	0.18	0.97	1104	\$192.76	0.49	1104	\$97.37
M-690	40-4E-03.01 E	0.29	0.97	1104	\$310.56	0.49	1104	\$156.88
M-690	40-4E-03.01 H	0.60	0.97	1104	\$642.53	0.49	1104	\$324.58
M-690	40-4E-03.01 A2	0.72	0.97	6983	\$4876.93	0.49	6983	\$2463.60
M-690	40-4E-24.00 Al	0.62	0.97	5879	\$3535.63	0.49	5879	\$1786.04
M-690	40-5E-03.00	2.76	0.97	5879	\$15739.26	0.49	5879	\$7950.76
M-690	40-4E-24.00 Cl	0.20	0.97	419	\$81.29	0.49	419	\$41.06
M-690	40-4E-26.00 A	0.03	0.97	433	\$12.60	0.49	433	\$6.37
M-690	40-4E-26.01 A	0.27	0.97	82	\$21.48	0.49	82	\$10.85
M-690	40-4E-26.02 A	0.38	0.97	3303	\$1217.49	0.49	3303	\$615.02
M-690	40-5E-19.00 E	0.15	0.97	1104	\$160.63	0.49	1104	\$81.14
M-690	40-4E-24.00 A2	0.67	0.97	2577	\$1674.79	0.49	2577	\$846.03
M-690	40-4E-23.00	0.64	0.97	5879	\$3649.68	0.49	5879	\$1843.65

(3.1) Subtotal \$47452.51 (3.2) Subtotal \$23970.85

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

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 \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)/1/2

Road No 1/		А		RkWea	r Vo	1	Total
and Segment		Ν	Mi :	x Fee	x MB	F =	RkWear
40-4E-25.00		Ν	0.14	0.00	36		\$0.00
40-4E-02.00		Ν	0.25	0.00	4		\$0.00
40-4E-25.00		Ν	0.16	0.00	129		\$0.00
40-4E-25.02		Ν	0.16	0.00	154		\$0.00
40-4E-35.01		Ν	0.06	0.00	368		\$0.00
40-4E-35.02		Ν	0.25	0.00	552		\$0.00
40-4E-35.02		Ν	0.20	0.00	368		\$0.00
40-4E-35.02		Ν	0.20	0.00	184		\$0.00
40-4E-35.03		Ν	0.44	0.00	348		\$0.00
40-5E-19.02	В	Ν	0.30	0.00	184		\$0.00
40-5E-19.02	В	Ν	0.20	0.00	133		\$0.00
40-5E-19.02	В	Ν	0.10	0.00	92		\$0.00
40-5E-19.02	В	Ν	0.20	0.00	246		\$0.00
40-5E-19.02	В	Ν	0.20	0.00	338		\$0.00
40-5E-19.02	В	Ν	0.10	0.00	528		\$0.00
40-5E-19.02	В	Ν	0.10	0.00	706		\$0.00

(5.1) Subtotal \$0.00

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

Purchaser Operational Maintenance

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

Move In

	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:			\$356.00	0.59	\$0.00
Loader:			\$356.00	0.59	\$0.00

Water Truck:	1	1	\$217.00	1.0035	\$217.76
Dump Truck 2/:	1	1	\$228.00	1.0035	\$228.80

(5.2A) Total \$803.80

1/ Equipment limited to that allowed in Exhibit D.

Culvert Maintenance - Including Catchbasins and Downpipes 1/

MilesxCost/Mi=Subtotal270.05\$0.00

(5.2B) Total \$0.00

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

Grading (Includes Ditches and Shoulders) 1/

		Miles	х	Cost/Mi	x	Freq	=	Subtotal
Blade	Road:	2.00		519.72		1		\$1039.44
Blade	Ditch:	0.00		140.38		0		\$0.00

(5.2C) Total \$1039.44

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

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

Туре	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

-	Miles	/	MPH	=	Hours	x	No Days		Freq /Day	Truck Hours
	9.50		5		1.9		45		1	86
Load	& Haul	=			2.0		45	Tota	1 l Hou	90 = 176

Truck Cost: \$86.64/Hr. x 175.5 Hours = \$15205.32

(5.2E) Total \$15205.32

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

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

(5.2G) Total \$0.00

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



United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District : Medford Sale Name : Fall n Grizzly Sale Date : 03/26/2015 Appraisal Method : 16' MBF

Contract #: ORM06-TS15-04 Job File #: 04 Master Unit : Jackson Planning Unit : Ashland

Contents

Timber Sale Summary	2
Stumpage Summary	4
Prospectus	5
Exhibit B	6
Volume Summary	10
Stump to Truck Costs	14
Other Allowances Costs	15
Consolidated Comments	16

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	40S	4E	25	S 1/2
O&C	40S	4E	35	E 1/2, NW 1/4, NW 1/4 SW 1/4
O&C	41S	4E	1	NE 1/4 NE 1/4, SE 1/4 NE 1/4, NW 1/4 NW 1/4

	Cutting Volume (16' MBF)											
Unit	DF	РР	WF	SP	IC				Total	Regen	Partial	ROW
1-1	383	50	27	23	18				501	49	0	0
1-2	320	42	22	19	15				418	41	0	0
25-1	477	63	33	29	23				625	61	0	0
25-2	516	68	36	31	25				676	66	0	0
25-3	905	119	63	54	43				1,184	116	0	0
25-4	134	17	9	8	6				174	17	0	0
25-5	172	23	12	10	8				225	22	0	0
35-1	1,031	136	72	62	49				1,350	132	0	0
35-2	422	56	29	25	20				552	54	0	0
35-3	422	56	29	25	20				552	54	0	0
35-4	305	40	21	18	15				399	39	0	0
35-5	250	33	17	15	12				327	32	0	0
Totals	5,337	703	370	319	254				6,983	683	0	0

Medford Fall n Grizzly ORM06-TS15-04

Logging Costs per 16' MBF

Stump to Truck	\$ 117.45
Transportation	\$ 71.13
Road Construction	\$ 6.70
Road Amortization	\$ 0.00
Road Maintenance	\$ 11.97
Other Allowances :	

Other Costs	\$ 15.83
Total Other Allowances :	\$ 15.83

Total Logging Costs per 16' MBF	\$	223.08
Utilization Centers		
Center #1 : Klamath Falls, OR	50	Miles
Center #2	0	Miles
Weighted distance to Utilization Centers		50
Length of Contract		
Cutting and Removal Time	24	4 Months
Personal Property Removal Time	1	Months

Profit & Risk

Total Profit & R	lisk				11 %	
Basic Profit & F	Risk	8 % + Additiona	l Risk	3 %		
Back Off					15 %	
		Tract Featur	res			
Avg Log	Douglas-fir	: 57 bf		All : 57 bi	f	
Recovery	Douglas-fir	: 87 %		All : 87 %)	
Salvage	Douglas-fir	: 100 %		All : 100 9	%	
Avg Volume (16' MBF per	Acre)			10	
Avg Yarding Slo	ope				15	%
Avg Yarding Dis	stance (feet)				700	
Avg Age					100	
Volume Cable					9	%
Volume Ground					91	%
Volume Aerial					0	%
Road Construction	ion Stations				0.00	
Road Improvem	nent Stations				0.00	
Road Renovatio	on Stations				0.00	
Road Decomiss	ion Stations				0.00	
		Cruise				
Cruised By		S	siemer, Wo	rman, Park	,	
Date				10/	01/2014	
Type of Cruise				PCMPL	Т, 100%	
County, State				Jack	son, OR	
		Net Volun	ne			
Green (16' MBF	7)				0	
Salvage (16' MI	BF)				6,983	
Douglas-fir Pee	ler				0	
Export Volume					0	
Scaling Allowar	nce (\$0.00 per	16' MBF)			\$0.00	
0	<. F ·	,			\$0.00	

Medford Fall n Grizzly ORM06-TS15-04

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	31,120	5,337	\$ 469.65	\$ 51.66	\$ 223.08	\$ 0.01	\$ 29.24	\$ 165.70	\$ 884,340.90			
РР	4,164	703	\$ 193.56	\$ 21.29	\$ 223.08		\$(7.62)	\$ 19.40	\$ 13,638.20			
WF	3,250	370	\$ 386.85	\$ 42.55	\$ 223.08		\$ 18.18	\$ 103.00	\$ 38,110.00			
SP	1,138	319	\$ 207.36	\$ 22.81	\$ 223.08		\$(5.78)	\$ 20.70	\$ 6,603.30			
IC	2,090	254	\$ 425.39	\$ 46.79	\$ 223.08		\$ 23.33	\$ 132.20	\$ 33,578.80			
Totals	41,762	6,983							\$ 976,271.20			

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				56.0	37.0	7.0
Ponderosa Pine				58.0	36.0	6.0
Sugar Pine				69.0	28.0	3.0
Incense-cedar				56.0	35.0	9.0
White Fir				33.0	57.0	10.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir	1	
Ponderosa Pine		
Sugar Pine		
Incense-cedar		
White Fir		

Appraised By :Siemer, EricDate :03/02/2015Area Approval By :Worman, AaronDate :03/09/2015District Approval By :Date :Date :

Medford Fall n Grizzly ORM06-TS15-04

Prospectus

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	31,120	5,337	4,212	10,147
Ponderosa Pine	4,164	703	504	1,282
White Fir	3,250	370	279	750
Sugar Pine	1,138	319	245	544
Incense-cedar	2,090	254	174	513
Total	41,762	6,983	5,414	13,236

All	Species
-----	---------

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
8,053	41,762	192	15.9	7,869	137,250	57

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
137,250	5,880	143,130	3.4	6,983	8,053	87 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
6,118	31,120	196	15.9	6,002	105,807	57

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
105,807	3,619	109,426	3.5	5,337	6,118	87 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1-1	49			49
1-2	41			41
25-1	61			61
25-2	66			66
25-3	116			116
25-4	17			17
25-5	22			22
35-1	132			132
35-2	54			54
35-3	54			54
35-4	39			39
35-5	32			32
Totals :	683			683

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.

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	5,337		
Ponderosa Pine	703		
White Fir	370		
Sugar Pine	319		
Incense-cedar	254		
Sale Totals	6,983		

Sale Totals (16' MBF)

Unit Details (16' MB)

Unit 1-1	49 Acres	Value per Acre : \$0.00		
Species	Net Volume	Bid Price	Species Value	
Douglas-fir	383			
Incense-cedar	18			
Ponderosa Pine	50			
Sugar Pine	23			
White Fir	27			
Unit Totals	501			

Unit 1-2 41 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	320		
Incense-cedar	15		
Ponderosa Pine	42		
Sugar Pine	19		
White Fir	22		
Unit Totals	418		

Medford Fall n Grizzly ORM06-TS15-04

Unit 25-1	61 Acres	Value per	Acre : \$0.00
Species	Net Volume	Bid Price	Species Value
Douglas-fir	477		
Incense-cedar	23		
Ponderosa Pine	63		
Sugar Pine	29		
White Fir	33		
Unit Totals	625		

Unit	25-2	66 Acres	Value	per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	516		
Incense-cedar	25		
Ponderosa Pine	68		
Sugar Pine	31		
White Fir	36		
Unit Totals	676		

Unit 25-3 116 Acres

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	905		
Incense-cedar	43		
Ponderosa Pine	119		
Sugar Pine	54		
White Fir	63		
Unit Totals	1,184		

Unit 25-4	17 Acres	Acre : \$0.00	
Species	Net Volume	Bid Price	Species Value
Douglas-fir	134		
Incense-cedar	6		
Ponderosa Pine	17		
Sugar Pine	8		
White Fir	9		
Unit Totals	174		

Medford Fall n Grizzly ORM06-TS15-04

Unit 25-5	22 Acres	Value per	Acre : \$0.00
Species	Net Volume	Bid Price	Species Value
Douglas-fir	172		
Incense-cedar	8		
Ponderosa Pine	23		
Sugar Pine	10		
White Fir	12		
Unit Totals	225		

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

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1,031		
Incense-cedar	49		
Ponderosa Pine	136		
Sugar Pine	62		
White Fir	72		
Unit Totals	1,350		

Unit 35-2 54 Acres

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	422		
Incense-cedar	20		
Ponderosa Pine	56		
Sugar Pine	25		
White Fir	29		
Unit Totals	552		

Unit 35-3	54 Acres	Value per	Acre : \$0.00
Species	Net Volume	Bid Price	Species Value
Douglas-fir	422		
Incense-cedar	20		
Ponderosa Pine	56		
Sugar Pine	25		
White Fir	29		
Unit Totals	552		

Unit 35-4	39 Acres	39 Acres Value per Acre : 5			
Species	Net Volume	Bid Price	Species Value		
Douglas-fir	305				
Incense-cedar	15				
Ponderosa Pine	40				
Sugar Pine	18				
White Fir	21				
Unit Totals	399				

Unit	35-5	32 Acres	Value per Acre : \$0.00
------	------	----------	-------------------------

Species	Net Volume	Bid Price	Species Value
Douglas-fir	250		
Incense-cedar	12		
Ponderosa Pine	33		
Sugar Pine	15		
White Fir	17		
Unit Totals	327		

Medford Fall n Grizzly ORM06-TS15-04

Volume Summary

Sale Volume Totals

683 Ac	res		683 Reg	gen		0 Partial		0 R/V	N	12	Units	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	31,120	105,807	3,619	5,337	6,002	6,118	4,212	4,732	4,831	10,147	11,404	11,654
Ponderosa Pine	4,164	12,640	1,573	703	801	853	504	573	617	1,282	1,460	1,581
White Fir	3,250	9,288	501	370	420	431	279	316	325	750	849	877
Sugar Pine	1,138	4,180	103	319	361	363	245	275	277	544	612	617
Incense-cedar	2,090	5,335	84	254	285	288	174	196	197	513	575	581
Totals	41,762	137,250	5,880	6,983	7,869	8,053	5,414	6,092	6,247	13,236	14,900	15,310

Unit Totals

Unit : 1-1	49 Acres		49 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	2,233	7,591	260	439	431	383
Ponderosa Pine	299	907	113	61	57	50
White Fir	233	666	36	31	30	27
Sugar Pine	82	300	7	26	26	23
Incense-cedar	150	383	6	21	20	18
Unit Totals	2,997	9,847	422	578	564	501

Unit : 1-2	41 Acres		41 Reger	1	0 Partial	0 R/W
SN	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Logs	Logs	Gross	GM	Net
Douglas-fir	1,868	6,352	217	367	360	320
Ponderosa Pine	250	759	94	51	48	42
White Fir	195	558	30	26	25	22
Sugar Pine	68	251	6	22	22	19
Incense-cedar	126	320	5	17	17	15
Unit Totals	2,507	8,240	352	483	472	418

Unit : 25-1	61 Acres		61 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	2,779	9,450	323	546	536	477
Ponderosa Pine	372	1,129	141	76	72	63
White Fir	290	830	45	38	38	33

Sugar Pine	102	373	9	32	32	29		
Incense-cedar	187	476	7	26	26	23		
Unit Totals	3,730	12,258	525	718	704	625		

Unit : 25-2	66 Acres		66 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	3,007	10,224	350	591	580	516
Ponderosa Pine	402	1,221	152	83	77	68
White Fir	314	898	48	42	41	36
Sugar Pine	110	404	10	35	35	31
Incense-cedar	202	515	8	28	28	25
Unit Totals	4,035	13,262	568	779	761	676

Unit : 25-3	116 Acres		116 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	5,287	17,970	614	1,039	1,019	905
Ponderosa Pine	708	2,147	267	143	136	119
White Fir	552	1,578	85	73	71	63
Sugar Pine	193	710	18	61	61	54
Incense-cedar	355	906	14	49	48	43
Unit Totals	7,095	23,311	998	1,365	1,335	1,184

Unit : 25-4	17 Acres		17 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	775	2,634	90	152	149	134
Ponderosa Pine	104	315	39	21	20	17
White Fir	81	231	12	11	10	9
Sugar Pine	28	104	3	9	9	8
Incense-cedar	52	133	2	7	7	6
Unit Totals	1,040	3,417	146	200	195	174

Unit : 25-5	22 Acres		22 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	1,002	3,408	117	197	193	172
Ponderosa Pine	134	407	51	28	26	23
White Fir	105	299	16	14	14	12
Sugar Pine	37	135	3	12	12	10
Incense-cedar	67	172	3	9	9	8

DUREAU OF LAND MANAGEMENT								
Unit Totals	1,345	4,421	190	260	254	225		

Unit : 35-1	132 Acres			1	0 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	6,014	20,449	699	1,183	1,160	1,031	
Ponderosa Pine	804	2,443	304	165	155	136	
White Fir	628	1,795	97	83	81	72	
Sugar Pine	220	808	20	70	70	62	
Incense-cedar	404	1,031	16	56	55	49	
Unit Totals	8,070	26,526	1,136	1,557	1,521	1,350	

Unit : 35-2	54 Acres		54 Regen	ı	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,460	8,365	286	484	475	422
Ponderosa Pine	329	999	124	68	63	56
White Fir	257	734	40	34	33	29
Sugar Pine	90	330	8	29	28	25
Incense-cedar	165	422	7	23	23	20
Unit Totals	3,301	10,850	465	638	622	552

Unit : 35-3	54 Acres		54 Regen			0 R/W
	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Logs	Logs	Gross	GM	Net
Douglas-fir	2,460	8,365	286	484	475	422
Ponderosa Pine	329	999	124	68	63	56
White Fir	257	734	40	34	33	29
Sugar Pine	90	330	8	29	28	25
Incense-cedar	165	422	7	23	23	20
Unit Totals	3,301	10,850	465	638	622	552

Unit : 35-4	39 Acres		39 Reger	l	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,777	6,042	207	349	343	305
Ponderosa Pine	238	722	90	49	46	40
White Fir	186	530	29	25	24	21
Sugar Pine	65	239	6	21	21	18
Incense-cedar	119	305	5	16	16	15
Unit Totals	2,385	7,838	337	460	450	399

Unit : 35-5	32 Acres		32 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	1,458	4,957	170	287	281	250
Ponderosa Pine	195	592	74	40	38	33
White Fir	152	435	23	20	20	17
Sugar Pine	53	196	5	17	17	15
Incense-cedar	98	250	4	13	13	12
Unit Totals	1,956	6,430	276	377	369	327

Stump to Truck Costs

Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$ 820,119.86	6,983	\$ 117.45

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Wheel Skidder	GMBF	3,583	\$ 90.17	\$ 323,079.11
Wheel Skidder	GMBF	3,583	\$ 99.68	\$ 357,153.44
Med Twr=40-70	GMBF	703	\$ 182.77	\$ 128,487.31
Subtotal				\$ 808,719.86

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Subtotal				

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	5	\$ 600.00	\$ 3,000.00
Delimber	5	\$ 600.00	\$ 3,000.00
Feller Buncher	5	\$ 450.00	\$ 2,250.00
Skidder	5	\$ 450.00	\$ 2,250.00
Dozer	2	\$ 450.00	\$ 900.00
Subtotal			\$ 11,400.00

Other Allowances Costs

Total (16' MBF)						
Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost			
\$110,545.00	6,983	\$15.83	\$0.00			

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Equipment Washing	\$ 1,110.00	\$ 0.16	Ν	\$ 0.00
Equipment Washing	\$ 500.00	\$ 0.07	Ν	\$ 0.00
Ripping	\$ 25,730.00	\$ 3.68	Ν	\$ 0.00
Waterbar Skids	\$ 23,325.00	\$ 3.34	Ν	\$ 0.00
Hand Seeding @ 17 lb seed per hour	\$ 15,180.00	\$ 2.17	Ν	\$ 0.00
Mulching (2 hours/5 bales)	\$ 41,400.00	\$ 5.93	Ν	\$ 0.00
Landing Clean up	\$ 3,300.00	\$ 0.47	Ν	\$ 0.00
	\$ -	\$ -		\$ 0.00
Subtotal	\$ 110,545.00	\$ 15.83		\$ 0.00

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

Consolidated Comments

General

Salvage timber sale for Oregon Gulch Fire from 2014 fire season. Approx. 683 Acres in sale to be harvested.

Yarding & Loading

2 Costs for Wheel skidder:

Cost 1 is for Feller Buncher 7 loads/day is \$99.68/MBF, and

Cost 2 is for Manual Felling/Limbing 9 loads/day is \$90.17/MBF. Due to limited skidding corridors, manual felling and limbing is required over approximately 50% of the sale area. Feller Bunchers are only allowed on skid trails.

Cable System:

One cost for the small acreage in the sale. Medium Tower figured at 5 loads/day \$182.77/MBF. Medium Tower / Medium yarding distance. Since the sale is virtually a clearcut of the dead timber, cable logging will be more efficient than a thinning sale.

Each move-in is figured at 4 hours

Road Costs

Copco Road is a long Rocked Road and BLM will be doing significant maintenance for this sale, due to the high volume hauling during the cutting season of the sale. Many roads are rocked and its been many years since they were maintained.

(see Engineering Appraisal for details).

Transportation

Based on a 3.5 hour round trip with loading and unloading to Closest Utilization center Klamath Falls. There is a high probability that the sale will go to White City, however the BLM is required to appraise to nearest Utilization Center and that is Klamath Falls. The White City mills are about 4 miles further, but on much worse roads, that are curvy with steep grades and haul time is actually slower.

(see Transportation appendix for details).

Other Allowances

Waterbar skids= 2 acres an hour @ \$75/hr 622 acres Tractor ground

Equipment Washing figured at \$370 per piece for large equipment and \$250/pierce for smaller Equipment.

Skids:

Ripping of Skids Figured at \$75/hour and 5.5 hours per acre =\$415/acre @62 Acres

10% of External Acres comes to 62 Acres of Tractor Ground.

All Skids require seeding and mulching 62 Acres + 7 acres of landings to seed and mulch Landings:

Estimate of 30 Landings in the sale at 1/4 ac each. Used 7 acres of landings. 100/hr for grapple loader to clean up each landing = 1 hour for each landing.

Prospectus

All Volume salvage, primarily Douglas fir. Additional profit and risk due to salvage and timber will be standing almost a year by the time of logging.

PCMPLT was used to cruise sale. 1 plot/2 acres throughout the sale.

Form 544 (Decemb	UNITED STATES	Name of Bidder Tract Number ORM06-TS-15-04 Sale Name Fall n Grizzly Salvage Sale Notice (dated) 6/18/2015 BLM District 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.							
cashier	Required bid deposited is \$ 97,700.00 and is enclosed in the form of \Box cash \Box money order \Box bank draft \Box cashier's check \Box certified check \Box bid bond of corporate surety on approved list of the United States Treasury \Box guaranteed remittance approved by the authorized officer.						
IT IS undersi within	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 NOTE: Bidders should carefully check computations ir						

BID SCHEDULE - LUMP SUM SALE
NOTE: Bidders should carefully check computations in completing the Bid Schedule

		BID SUBMITTED			ORAL	BID MADE
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	5,337	х	=	х	=
Ponderosa pine	MBF	703	х	=	х	=
White fir	MBF	370	x	=	х	=
Sugar pine	MBF	319				
Incense cedar	MBF	254	x	=	х	=
Total		6,983	х	=	x	=
			х	=	x	=
			х	=	х	=
			x	=	х	=
			х	=	x	=
			х	=	Х	=
			х	=	Х	=
			х	=	X	=
			x	=	x	=
			x	=	x	=
			x	=	x	=
			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 (<i>type or print</i>)
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)
	\mathbf{r}
Corporation organized under the state laws of	(To be completed following oral bidding)
	I HEREBY confirm the above oral bid
Signature of Authorized Corporate Signing Officer	By (signature)
Title	Date
Coloritability double at another for side on and mating an analytic for	Cooled Did Condita District Managements incredition of a social d
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	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:
Interior – BLM.	(1) "Bid for Timber"
	(2) Vegetative Resource Other Than Timber
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying	(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 **Applies to Timber Only*

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, (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.

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.