PROSPECTUS

SCALED-SALE SEALED BID

GRANTS PASS RESOURCE AREA JOSEPHINE MASTER UNIT

Stewardship Forest Product Sale # ORM07-SFPS-17-01 April 27, 2017

Wee Willy Stewardship Forest Product Sale, Josephine County, O&C and PD

BID DEPOSIT REQUIRED: \$6,400.00

All timber designated for cutting in Township 39 South, Range 5 West, SE1/4SW1/4, SW1/4SE1/4 of Section 1; NW1/4NE1/4, SW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4 of Section 12; Willamette Meridian.

Forest Products

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
1,373	198		Douglas-fir	248	\$255.40	\$63,339.20
36	2		Ponderosa Pine	4	\$26.00	\$104.00
1,409	200		Totals	252		\$63,443.20

^{*}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 District Office.

Services Table

Line Item	Appraised Service Treatment	Estimated Quantity & Unit of Measure	Purchaser Offer/ Unit	(Offer/Unit) x (Est. Quantity)
SD1a	Lop and Scatter	8 acres	\$	\$
SD1b.1	Handpile & Cover - Level 1 <25 piles/ac	30 acres	\$	\$
SD1b.2	Handpile & Cover - Level 2 26-50 piles/ac	**As needed	\$	\$
SD1d	Pile & Cover Landing Slash	11 piles	\$	\$
SD1e	Slash Damaged Residuals	8 acres	\$	\$
SD1f	Hazardous Fuels Reduction	7 acres	\$	\$
	Total Cost of Services			\$

<u>Submitting a Bid Proposal</u> – Bid proposals should be sent to the Grants Pass Interagency Office and clearly marked, "ATTN: Sealed bid Wee Willy Stewardship" by close of business 4:30 pm PST, April 27, 2017. The following information is required as part of a bid proposal:

- 1) Provide a one page (maximum) narrative describing how you will complete the project and the equipment you will use to accomplish the work requirements and key personnel who will be utilized.
- 2) Include a list of your last three years of past performance related to your ability to perform the requirements of this contract.
- 3) Provide a bid for Douglas-fir sawtimber expressed in \$/mbf.
- 4) Utilizing the services table, provide a cost for each of the six (6) services in \$/unit of measure.

The contract will be awarded based on the best value to the Government based on the above captioned criteria.

<u>CRUISE INFORMATION</u> - The Douglas-fir (DF) and minor species have been cruised using the 3-P sampling method to select sample trees. Maps showing the location of these sample trees are available at the Grants Pass Interagency Office. The Douglas-fir in the Hazard Tree mitigation unit has been cruised using the BLM 100% cruise method and comparison to volume tables. The 3-P sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

With respect to merchantable DF trees: the average tree is 15.6 inches DBHOB; the average gross merchantable log contains 57 bd. ft.; the total gross volume is approximately 287 M bd. ft; and 86% recovery is expected.

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

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

<u>CUTTING AREA</u> – There are three (3) units containing thirty-one (31) acres of partial cut timber harvest, one (1) acre of hazard tree mitigation and one service unit consisting only of seven (7) acres of hazardous fuels reduction activity.

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

<u>ACCESS</u> - Access to the sale area is available via an existing BLM road 39-5-2 off Panther Gulch County Road, approximately 1.3 miles south of Williams, Oregon.

<u>ROAD MAINTENANCE</u> - The Purchaser will be required to maintain all of the BLM roads which are used. The Purchaser will be required to pay a rockwear fee of \$131.08 for the use of these roads. Required road maintenance will include grading, brushing, and clearing of ditches and culverts.

ROAD CONSTRUCTION - There is no new road construction. See road renovation package.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 26 of Form 5920-4, Stewardship Forest Product Sale Contract, the Purchaser shall not conduct ground-based yarding or skid trail and landing rehabilitation in Timber Sale Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5920-4, Stewardship Forest Product Sale Contract, the Purchaser shall not conduct any haul during wet conditions on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

<u>EQUIPMENT REQUIREMENTS</u> – A forty (40) foot tower capable of spanning one thousand (1000) feet, with lateral yarding capability of seventy-five (75) feet, with one end suspension of logs during inhaul. A yarding tractor that will not exceed nine (9) feet in width and must be capable of bull-lining seventy-five (75) feet.

<u>SLASH DISPOSAL</u> - Slash disposal within the Commercial Thin harvest units will consist of a combination of lop and scatter, slashing of damaged residuals, hand pile and cover, and construction and covering landing piles as described in SD-5 of the Special Provisions. Lop and scatter will occur in the lower depths of unit 12-2A on approximately eight (8) acres. The remaining eight (8) acres of 12-2A will be hand pile and cover slash. Units' 12-3A and 12-3B will be hand pile and cover slash on fifteen (15) acres.

**A post logging assessment shall be conducted to confirm or change slash treatment needs or levels in all units. The initial appraisal prescribed eight (8) acres of lop and scatter, eight (8) acres of slashing damaged residuals, thirty (30) acres of Level I hand pile and cover, seven (7) acres of hazardous fuel reduction, and one acre of hazard tree mitigation along the 39-5-2 road. Slash generated from hazard tree mitigation is included in the approximately eleven (11) landing piles that will be constructed and covered.

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

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

<u>ENVIRONMENTAL ASSESSMENT</u> - An environmental assessment (EA) for the Williams Thin Project Area was prepared for this Stewardship Forest Products Sale (SFPS), and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this SFPS at the Medford District Office.

OTHER -

- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. The purchase of cull logs, biomass material or firewood is optional. If the Purchaser chooses to purchase these forest products, then a fair market price will be established at that time and sold under the negotiated contract 5450-5.
- 4. Slashing of damaged residuals and hazardous fuels reduction (SD1f) will not be ordered for the same acres within a unit. Hazardous fuels reduction work consists of selectively thinning tree and shrub species that are less than commercial size while favoring other species. Additionally, roadside trees are pruned and dead standing material may be cut.
- The appraisal for Lop and Scatter may be combined with Slashing of Damaged Residuals on bid submittals.
- 6. The hazard trees are being considered as a one (1) acre roadside unit and slash will be machine piled concurrently with inward yarding of trees. Hazard tree landing piles are included in the SD1d estimates for services.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Williams, Oregon, proceed south on the East Fork County Road for approximately 1.3 miles. Turn left on Panther Gulch County Road and follow east to the end of Josephine County maintenance and the beginning of BLM Road 39-5-2.

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

Section 41. Timber Reserved from Cutting -The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government:

- (A) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all trees marked with a combination of orange paint, flagging, and/or posters which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-1</u> All trees marked with yellow paint above and below stump height in unit 12-2A as shown on Exhibit A.
- (C) <u>IR-2</u> All timber except approximately twenty-five (25) Douglas-fir trees, marked as hazard trees for cutting heretofore by the Government with blue paint above and below stump height along BLM road 39-5-2 as shown on Exhibit A.
- (D) <u>IR-2</u> All timber except approximately five hundred twenty-two (522) trees marked by the Government with blue paint above and below stump height in units 12-3A and 12-3B as shown on Exhibit A.
- (E) <u>IR-6</u> All hardwood trees larger than six (6) inches dbh in commercial thin harvest units as shown on Exhibit A.
- (F) <u>IR-6</u> All pre-existing dead, down wood in commercial thin harvest units shown on Exhibit

Section 42.

(A) Log Exports

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

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

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

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

(f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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

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

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

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

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

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

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

(B) Logging

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of (7) or more days.
- (2) <u>L-3</u> All trees designated for cutting in commercial thin harvest units shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
- (3) <u>L-6</u> In all harvest units as shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be bucked into log lengths not to exceed forty-one (41) feet prior to being yarded.
- (4) <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>CABLE UNITS</u> 12-2A, 12-3A	Yarding shall be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.		
	A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.		

Designated Area	Yarding Requirements or Limitations
CABLE UNITS 12-2A, 12-3A	Yarding corridors shall be perpendicular to the contours. All yarding corridors, tail/lift trees, and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer. Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds. Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline. Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or temporary routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads. Directional falling to lead and away from streams will be required. Cable corridors that are hydrologically connected shall be waterbarred and shall have slash placed over them prior to winter rain events to protect water quality.

Designated Area	Yarding Requirements or Limitations
TRACTOR UNITS 12-3B	Yarding tractor width shall not be greater than nine (9) feet track width and shall be equipped with an integral arch. Skid roads shall not exceed a width of twelve (12) feet on average per unit.
	Prior to falling any timber in the unit, all new skid roads shall be pre- designated by the Purchaser and approved by the Authorized Officer. Yarding tractors shall operate only on tractor skid roads approved by the Authorized Officer.
	Existing Skid roads shall be used when possible. New skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five (35) percent slope.
	Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or temporary routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads.
	Directional falling to lead and away from streams will be required. The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.
	Delivered log lengths shall not exceed (41) feet.

Designated Area	Yarding Requirements or Limitations		
Roadside Hazard Trees	Yarding shall be done with a system which will fully suspend one end of the log clear of the ground during inhaul. The Purchaser shall not skid logs on any road, from ditchline to outside shoulder of road, unless approved by the Authorized Officer.		
	Log decks shall only be allowed on the fill slope. Log decks will not be permitted in the ditchline, or the cutslope, unless approved by the Authorized Officer.		
	Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or temporary routes, and shall be approved by the Authorized Officer. No landing creation or expansion shall occur without prior approval from the Authorized Officer. Design landings with adequate drainage.		
	Conifer tops and limbs created from the roadside hazard tree mitigation shall be piled concurrently with yarding operations and shall be treated according to the provisions in SD-1d.		
	All mechanized equipment shall only operate on existing road surfaces.		
	Delivered log lengths shall not exceed (41) feet.		

- (5) <u>L-18</u> No ground-based yarding, landing construction or skid trail and landing rehabilitation shall be conducted in Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (6) <u>L-18</u> No haul on natural surface and rocked roads shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting

Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

- (7) <u>L-20</u> During logging operations, the Purchaser shall keep the Layton Ditch trail where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. Damage to the trail will be repaired immediately following logging operations. The 39-5-2 road shall have a sign notifying closure of the trail during logging operations.
- (8) <u>L-23</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- (9) <u>L-25</u> Before cutting and removing any trees necessary to facilitate logging in the harvest Units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding corridors, tailholds, guyline anchors, lifts, intermediate support trees, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
 - (a) All skid roads and cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the 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, and cable yarding road shall be limited to twelve (12) 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 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 the 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 any tree that exceeds thirty two (32) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (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 blacking out blue paint, or applying yellow 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.

(C) Road Construction - Maintenance – Use

- (1) <u>RC-1a</u> The Purchaser shall construct, improve, and renovate all roads in strict accordance with the plans and specifications shown in Exhibit C, which is attached hereto and made a part hereof.
- (2) <u>RC-1b</u> Prior to removal of any timber, except for danger trees and all Temporary Routes, the Purchaser shall complete all construction and/or renovation of roads as specified in Exhibit C.
- (3) <u>RC-1d</u> The Purchaser shall not commence work on road construction, improvements, and renovation until receiving written notice to do so from the Authorized Officer. Work shall be commenced no later than 5 days after such notice, and shall be completed within 1 year after such notice.
- (4) RC-1f Upon completion of logging activities, the Purchaser shall scarify the entire roadway of all temporary roads shown on Exhibit C, in strips of not less than twenty-four (24) inches or more than twenty-eight (28) inches in width to a minimum depth of twelve (12) inches, provided that no scarification shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the roadways. Barriers shall be constructed so as to prevent further use of the road by vehicles.
- (5) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C and D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser comply with the conditions set forth in Section 42(C)(10) and pay the required rockwear obligation described in Section 42(C)(9), Section 42(C)(11), and in Section 42(C)(12).Roads authorized for purchaser are to be maintained by the purchaser in accordance with maintenance specifications. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road Number and	Length Miles	Road Control	Road Surface
Segment	Used		Type
39-5-1.0	0.25	BLM	ABC
39-5-1.1	0.68	BLM	ABC
39-5-2.0	1.13	BLM	ABC

^{*}No rockwear fees assessed on NAT surfaced roads; listed only for authorization of use.

- (6) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the roads 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)(6). The Purchaser shall pay the total maintenance amount for said roads 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.
- (7) RC-2g The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of **One Hundred Thirty One and 08/100 Dollars (\$131.08)** for the transportation of timber included in the contract price required under terms of the contract over road or roads listed in Section 42(C)(6). The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (8) <u>RC-2h</u> The Purchaser shall perform any required road repair and maintenance work on roads used by the purchaser, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (9) RC-3d The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

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

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

Details shall include:

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

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

(D) Environmental Protection

- (1) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.

- (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
- (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
- (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (2) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (5) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, corridors, skidtrails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.

- (6) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall, as directed by the Authorized Officer, rehabilitate all temporary routes and all landings outside of the road prism by one of the following methods:
 - (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
 - 1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.
 - 2. Rip to a depth of eighteen (18) inches, and no further than thirty-six (36) inches apart.
 - 3. Ripping will occur before **October 15** of the year of harvest.
 - 4. Any step landings shall be re-contoured following use.
 - (b) If the Authorized Officer deems ripping will cause an unacceptable amount of damage to the root systems of residual trees the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.

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

- (7) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C-7, which is attached hereto and made a part hereof.
- (8) <u>E-4</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

- (b) when, in order to comply with the Endangered Species Act the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

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

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

terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

(E) Miscellaneous

(1) M-2 The Government at its option may check scale any portion of the timber removed from the contract area. The Purchaser hereby agrees to make such contract timber available for scaling at a location designated by the Authorized Officer. In the event that BLM elects to check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by *one hundred and eighty-nine dollars* (\$189.00.) In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of *one hundred and eighty-nine dollars* (\$189.00), which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full

compensation to the Purchaser for any expense or loss incurred as a result of such scaling.

(F) Fire Prevention and Control

- (1) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - 1. <u>F-2a</u> Firefighting 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 firefighting 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 or less than one (1) tool for each person working on the contract area. Three-fourths (¾) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- 2. <u>F-2b</u> A round pointed size "0" or larger shovel in good condition shall be within fifty (50) feet of any power saw when in operation.
- 3. <u>F-2c</u> At each landing during periods of operation one (1) tank trucks. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall

have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.

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

- equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.
- 9. <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger; the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
- (G) Slash Disposal and Site Preparation
 - (1) <u>SD-1</u> <u>Fire Hazard Reduction</u>. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:

Prior to commencement of any operation under this Section G of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposals shall be done in accordance with the plans developed at this pre-work conference. A post-logging assessment shall be conducted to confirm or change slash treatment needs in all units.

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

- (a) SD-1a Lop and Scatter. Lop and scatter all slash generated from commercial thinning on approximately eight (8) acres located in unit 12-2A as directed by the Authorized Officer. All slash (any material less than six inches in diameter) shall be lopped to no more than eight (8) feet in length and all top and side branches must be free of the central stem so that slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.
- (b) <u>SD-1b</u> <u>Hand Piling</u> Hand pile and cover slash generated from commercial timber harvest or hazardous fuels reduction activity on approximately thirty

(30) acres located in units 12-2A, 12-3A, 12-3B and 12-2F as directed by the Authorized Officer in accordance with the following specifications:

<u>Level II</u> – An average of fewer than 25 piles per acre. <u>Level II</u> – An average of 26 to 50 piles per acre.

- 1. Piling shall be accomplished by hand. Finished piles shall be tightly aligned, free of air spaces and dirt.
- 2. Pile all slash which is between one (1) inch and six (6) inches in diameter on the large end and exceeds two (2) feet in length.
- 3. Piles shall be placed within unit boundaries and outside of buffered areas, roadways, turnouts, road shoulders, cut banks or placed within ten (10) feet of another pile unless otherwise directed by the Authorized Officer. No piles shall be placed within ten (10) feet of reserve trees, down logs, stumps or within twenty-five (25) feet of a stream channel. No portion of the pile will be under the crown of any living tree or will scorch the stems of reserve trees. No piles shall be placed adjacent to or within twenty-five (25) feet of unit boundaries.
- 4. A five (5) foot by five (5) foot cover of four (4) millimeter black polyethylene plastic shall cap each handpile to maintain a dry ignition point and be applied concurrently with pile construction. Approximately one third (1/3) of the pile shall lie above this plastic cover. The cover shall be firmly fixed to the pile at the corners and center to hold it in place. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one half (½) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than five (5) feet and no greater than eight (8) feet; width shall be no less than five (5) feet and shall not exceed eight (8) feet; piles shall be circular and not windrowed.
- 5. The Government, with respect to pile sizes, may designate smaller maximum, minimum or both when it determines this is required to meet resource or prescribed fire objectives.

- 6. The Contractor shall keep records following their inspection that include an accurate description of plot location, plot center, flagging color and marked on a map.
- 7. Unit 12-2A will be handpile and cover within one hundred (100) feet of BLM road 39-5-1.0 totaling eight (8) acres. The remaining eight (8) acres will be Lopped and Scattered.
- (c) <u>SD-1c</u> Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
 - 1. Units shall be piled and covered within 45 day of harvest.
- (d) <u>SD-1d LANDING SLASH</u> Pile all slash situated in harvest unit landings and within twenty (20) feet of each finished pile. Piles shall be firelined within twenty (20) feet, or within safe working condition, of each finished pile. Fireline shall be to mineral soil and a minimum of eighteen (18) inches wide. Create a minimum fuel break of two (2) feet on each side of the fireline by removing logging slash greater than one (1) inch diameter at the small end. Slash shall be piled by machine or hand and piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located at least fifteen (15) feet away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth.

The landing piles shall be adequately covered with a cap ten (10) feet by ten (10) feet of 4-mil black plastic to ensure ignition. The plastic shall be held in place with woody debris or tied with rope or twine to ensure coverage. Coverage shall be completed when piles are constructed, or as directed by the Authorized Officer.

- (e) <u>SD-1e SLASHING DAMAGED RESIDUALS</u> Slash all sprung or otherwise severely damaged trees between one (1) inch and eight (8) inches D.B.H.O.B. concurrently with logging as directed by the Authorized Officer on eight (8) acres in unit 12-2A as shown on Exhibit A/S.
- (f) <u>SD-1f HAZARDOUS FUEL REDUCTION</u> Hazardous fuel reduction thinning will be implemented on seven (7) acres to reduce fuel loading and to restore oak and pine oak stands to a more historical level. Treatments required in this Sub-item include cutting sub-merchantable green trees, slashing surplus vegetation, pruning roadside residual trees, and felling of snags less than eight (8) inches D.B.H.O.B.

- 1. Slashed conifer material would be up to 8 inches dbh and conifer spacing would be approximately 18 to 20 feet apart. Hardwood slashing would be up to 6 inches dbh with spacing varying from 25 to 45 feet depending on the size of residual hardwoods.
- 2. In oak and pine oak stands within unit 12-2F, the primary treatment is the removal of Douglas-fir that has encroached into these lower productive sites. Slash **all Douglas-fir** less than eight (8) inches diameter at breast height (DBH) within the oak or pine oak communities. Pine species less than seven (7) inch DBH space off of reserve conifers on a 20' X 20' spacing. Slash **all hardwood** species less than six (6) inches DBH to 40' x 40' spacing. For multiple stem oaks forked above 1 foot with at least 1 stem greater than 6 inches DBH leave all live stems and include in spacing.
- 3. The best available trees and shrubs shall be selected as leave vegetation and treated in accordance with spacing requirements. The selection priority for conifers is Sugar Pine, Ponderosa Pine, Incense-cedar and Douglas-fir. The selection priority for hardwoods is White Oak, Black Oak and Pacific Madrone. Acceptable Leave Tree specifications:
 - a. Minimum four (4) inches terminal leader with 30% live crown ratio.
 - b. Non-chlorotic, light or dark green with very little or no yellowish tint.
 - c. Undamaged top
 - d. Free of visible disease, cankers, fire damage, or blister rust.
 - e. Demonstrates good form and vigor.
 - f. No multiple tops.
- 4. In the absence of trees that meet the above definition for an Acceptable Reserve or Leave Tree, include any live conifer seedling, natural or planted, that has a two (2) inch terminal leader with a 25% crown ratio.
- 5. All live and dead conifers, hardwood trees, and shrubs not selected as leave vegetation or designated as reserved vegetation becomes surplus vegetation. Surplus vegetation to be cut will typically be less than 8 inches dbh. Surplus vegetation shall be severed six (6) inches or less above the ground. No live limbs shall be left on the stump or any cut stem.

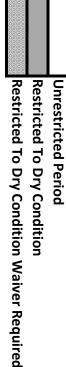
- 6. Leave and reserved vegetation shall not be damaged while cutting surplus vegetation, or buried with slash.
- (2) <u>SD-5</u> Perform a combination of logging residue reduction or thinning restoration work on approximately thirty-one (31) acres of commercial timber harvest area in units 12-2A, 12-3A and 12-3B and seven (7) acres of Hazardous Fuel Reduction with an Oak / Pine Oak restoration prescription in unit 12-2F, and one (1) acre of roadside hazard tree mitigation along BLM road 39-5-2.0 as shown on Exhibit A/S.
 - (a) The treatments listed in the table below were assumed for appraisal purposes on this contract. The required work shall consist of any treatment or combination of treatments listed in the table, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Appraised Treatment	Description	Acres
Lop and Scatter	< 7 tons/acre	8 acres in 12-2A
Handpile & Cover Level 1	< 25 piles/acre	30 acres
Handpile & Cover Level 2	26-50 piles/acre	As needed
Pile & Cover Landing Slash	Each Pile	11 piles
Hazardous Fuel Reduction (HFR)	Thin with 26-50 piles/acre	7 acres in 12-2F
Slashing Damaged Residuals	< 7 tons/acre	8 acres in 12-2A

(H) Equal Opportunity in Employment Certification of Non-segregated Facilities attached hereto and made a part hereof.

Seasonal Restriction Matrix

Wee Willy Stewardship Forest Products Sale ORM07-SFPS-17-01



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

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

along equipment tracks. These conditions are generally found when soil moisture, at a depth of 4-10 inches, and between 15-25% depending on soil type. moisture at a depth of 4-6 inches is wet enough to maintain form when compressed, or when soil moisture at the surface would readily displace, causing ribbons and ruts Dry Condition Yarding and Temporary Route Work = Ground-based harvesting, tractor yarding, temporary route work, and rehabilitation activities would not occur when soil

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

U.S.D.I BLM MEDFORD DISTRICT T. 39 S., R. 5 W., SEC. 1 AND 12 WILL. MER. JOSEPHINE COUNTY LOCATION MAP WEE WILLY STEWARDSHIP FOREST PRODUCT SALE NO. ORM07-SFPS-17-01

SALE LOCATION MAP

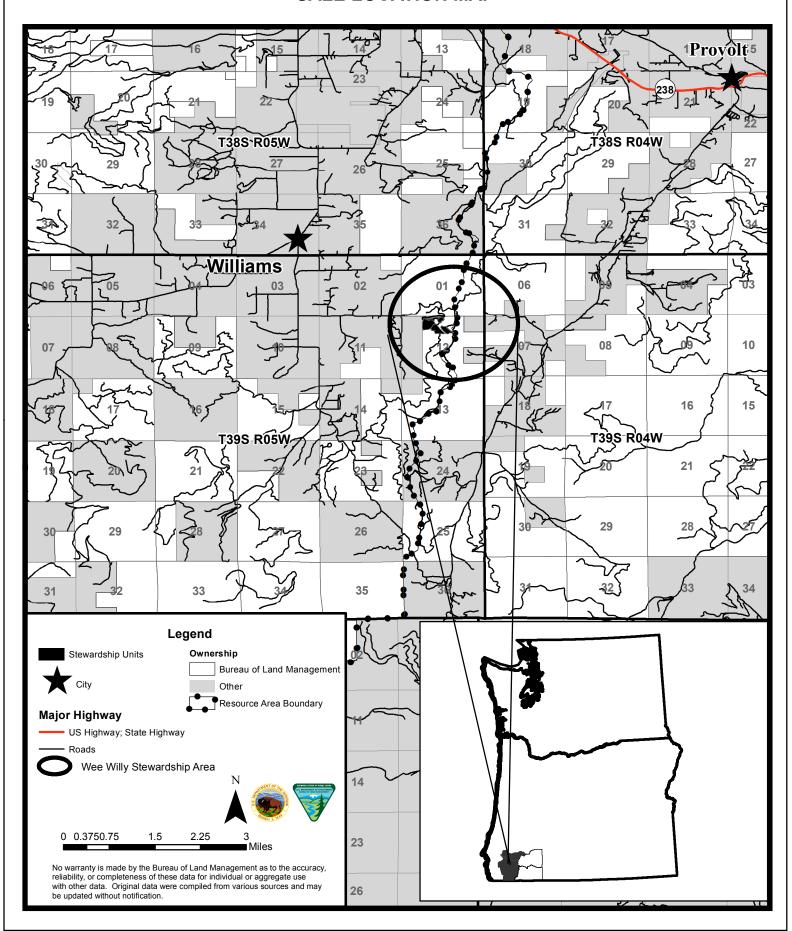
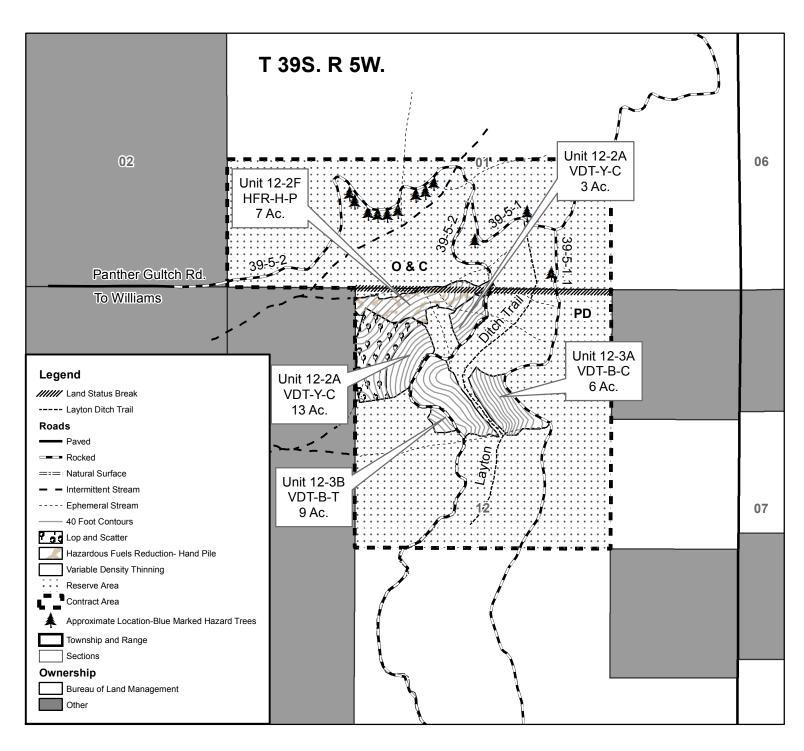


EXHIBIT A/S CONTRACT MAP WEE WILLY STEWARDSHIP FOREST PRODUCT SALE NO. ORM07-SFPS-17-01 PAGE 1 OF 2





1 inch = 1,000 feet

40 FOOT CONTOUR INTERVAL

Map created by DS 6/21/2016

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





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

U.S.D.I BLM MEDFORD DISTRICT T. 39 S., R. 5 W., SEC. 1 AND 12 WILL. MER. JOSEPHINE COUNTY EXHIBIT A/S CONTRACT MAP WEE WILLY STEWARDSHIP FOREST PRODUCT SALE NO. ORM07-SFPS-17-01 PAGE 2 OF 2

SUMMARY

VDT-Y-C VARIABLE DENSITY THIN-YELLOW MARK LEAVE TREE- CABLE YARD 16 ACRES (UNIT 12-2A) 8 ACRES HP

VDT-B-C VARIABLE DENSITY THIN- BLUE MARK CUT TREE-CABLE YARD 6 ACRES (UNIT 12-3A) 6 ACRES HP

VDT-B-T VARIABLE DENSITY THIN- BLUE MARK CUT TREE- TRACTOR YARD 9 ACRES (UNIT 12-3B) 9 ACRES HP

L-S LOP & SCATTER
SLASH DAMAGED RESIDUALS
8 ACRES (UNIT 12-2A)

HFR-H-P HAZARDOUS FUELS REDUCTION- HAND PILE 7 ACRES (UNIT 12-2F)

REMOVAL OF 25 BLUE MARKED HAZARD TREES
1 ACRE OF ROADSIDE HARVEST, MACHINE PILE

TOTAL TIMBER REMOVAL UNIT AREA:
TOTAL FUELS TREATMENT ONLY AREA:
TOTAL RESERVE AREA:
TOTAL CONTRACT AREA:
22 ACRES
24 ACRES
241 ACRES
280 ACRES

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





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

Contract No.: ORM07-SFPS-17-01

Sale Name: Wee Willy Stewardship

Issuing Office: Medford District

EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Schedule of Species, Measurement Units, and Prices								
Species	Measurement Unit	Price Per Measurement Unit						
Merchantable logs - Douglas-fir	MBF	\$255.40						
Ponderosa Pine	MBF	\$26.00						
Utility logs	MBF	Not Applicable						

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

Schedule of Minimum Material Specifications									
Species and	Net Scale								
Products		(inside bark at small end)							
All Species	8 feet	5 inches	33 1/3% of gross volume of any log segment or 10 bf.						

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

IV. Scaling

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

of sample volumes for computation of Merchantable Timber volume, etc.

- B. Scaling Service Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.
- E. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. Check Scale The Government will conduct check scales as set forth in the following section.

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

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

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

Net scale. The allowable variance is as follows:

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

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess

of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

- 1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 41(A)(1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of 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.
- 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 41 (B.10) 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:

	Total Estimated Purchase Price									
And/Or										
	Schedule of Volumes and Values for									
	Merchantable '	Timber Not Ye	et Removed from	n Contract Ai	rea					
Cutti	ing Area	Total Esti	mated Volume	Total	Estimated					
		[]	MBF)	Purcha	se Price					
Cutting	Approximate	Volume per	Total Volume	Value per	Total Value					
Area	Number of	Acre		Acre						
Number	Acres									
12-2A	16	10.1	162	\$2,557.25	\$40,916.00					
12-2F	7	0.0	0	\$0.00	\$0.00					
12-3A	6	5.7	34	\$1,456.00	\$8,224.80					
12-3B	9	5.8	52	\$1,475.64	\$13,280.80					
Hazard	1	4.0	4	\$1021.60	\$1,021.60					
Sale Totals	39	8.1	252		\$63,443.20					

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

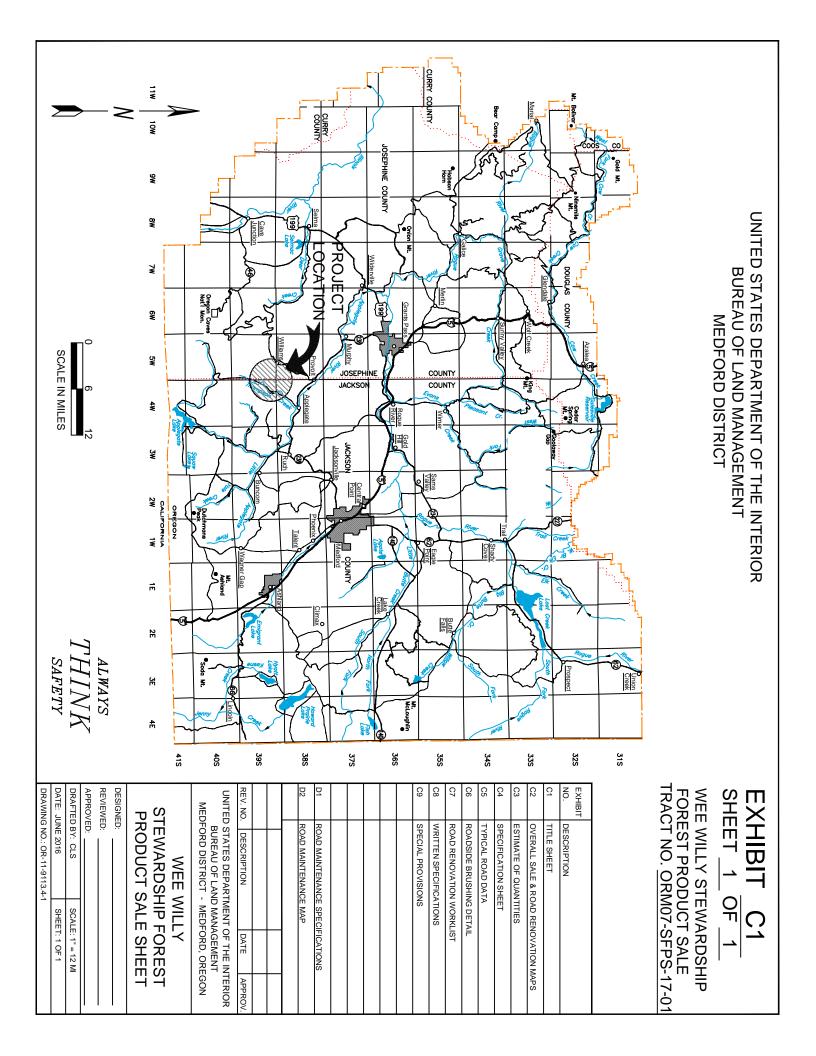
(OVERNIGHT LOAD CONTROL RECORD
Lo	g Delivery Location
Ti	mber Sale
1	Time and Date Load Delivered
2	Sale Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person
	Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

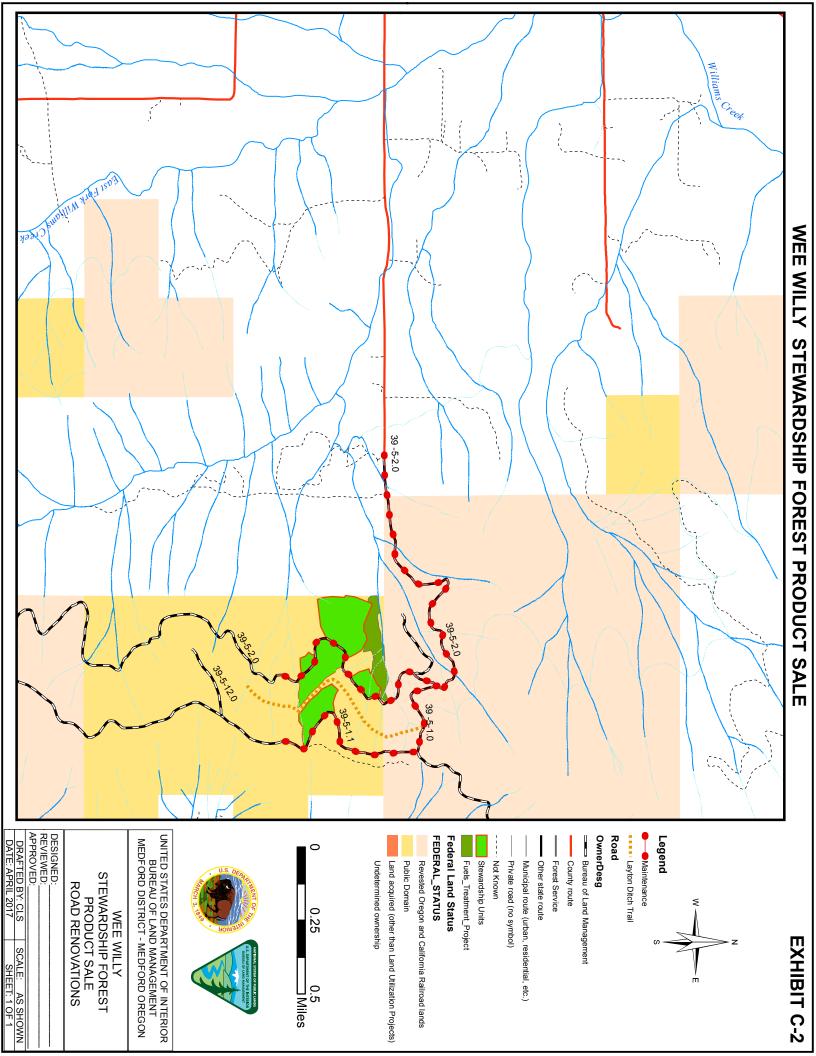
Instructions:

- 1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
- 2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
- 3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

Instructions:

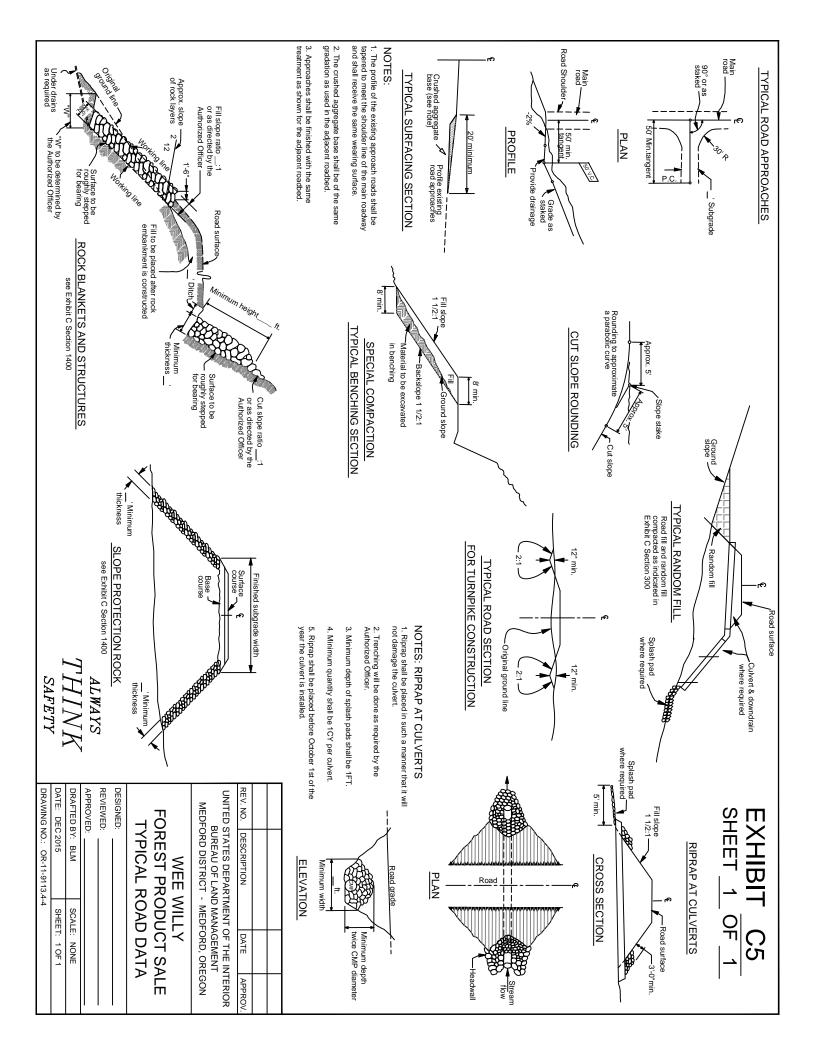
- 1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.
- 2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
- 3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

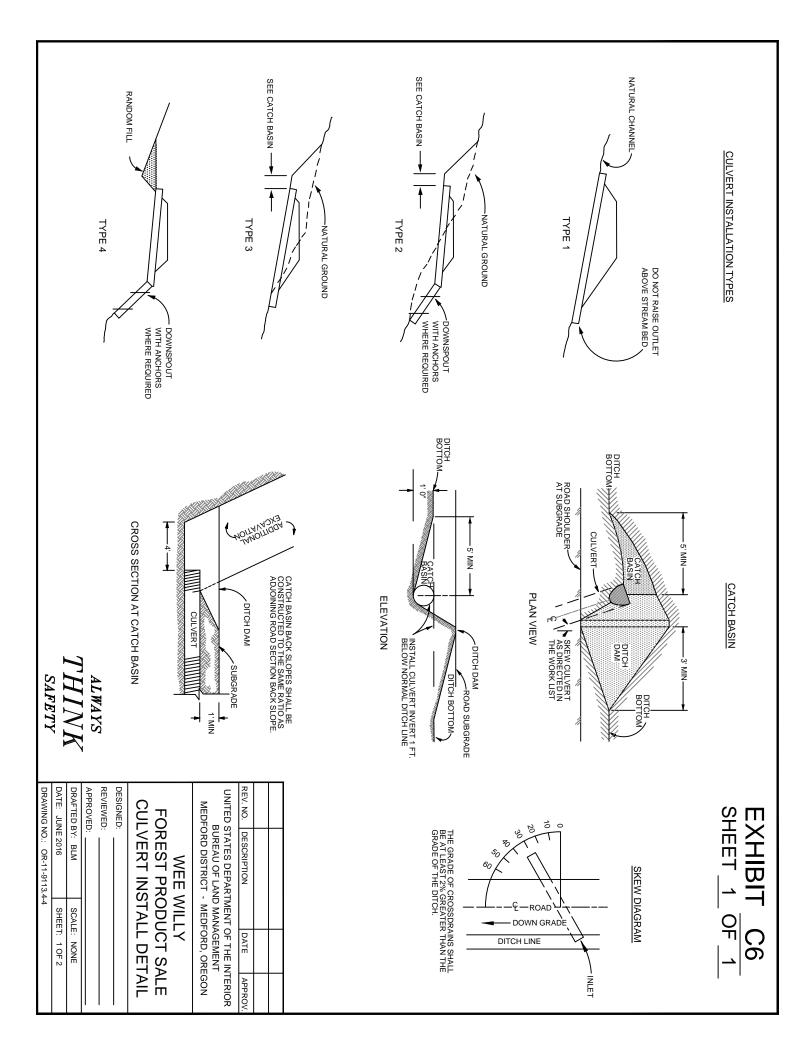




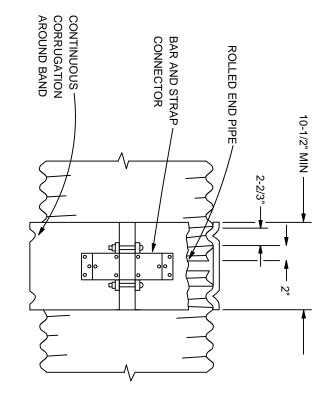
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BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON	BUREAU OF L)] П	<u></u>			TURNOUTS	3. TURN					ב ^{ָּבְי} בְּ	7-21 ADD 1 FT. 22-35 ADD 2 FT. 26-48 ADD 3 ET	227
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	SHEET 1 OF															
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CSP "HUGGER" COUPLER BANDS



STANDARD CONSTRUCTION IS A ONE PIECE BAND FOR 12" THRU 48" PIPES AND A TWO PIECE BAND FOR 54" PIPES AND ABOVE

THE HUGGER COUPLER BAND OR AN APPROVED EQUIVALENT COUPLER BAND SHALL BE MADE OF THE SAME MATERIAL AND FINISH AS THE PIPES JOINED. THE COUPLER BANDS SHALL BE A MINIMUM OF 10-1/2 INCHES WIDE AND BE 16 GUAGE OR HEAVIER. THE BAND SHALL BE DESIGNED TO BE DRAWN TOGETHER WITH A MINIMUM OF TWO (2) 1/2 INCH BOLTS THROUGH USE OF A BAR AND STRAP SUITABLY WELDED TO THE BAND. THE BAND SHALL ENGAGE AND MESH WITH THE SECOND ANNULER CORRUGATION INWARD FROM THE END OF EACH OF THE CONDUIT SECTIONS JOINED.

WHEN DESIGNATED ON THE PLANS OR IN THE SPECIAL PROVISIONS, GASKETS SHALL BE INSTALLED WHEN THE "HUGGER" TYPE, OR AN APPROVED EQUIVALENT COUPLER BAND IS INSTALLED ON SPILLWAY, OVERSIDE OR DOWN DRAINS.



	REV. NO.	
INITED STATES DEDARTMENT OF THE INTERIOR	DESCRIPTION	
	DATE	
TERIOR	APPROV	

WEE WILLY
FOREST PRODUCT SALE
CULVERT BAND DETAIL

MEDFORD DISTRICT - MEDFORD, OREGON

BUREAU OF LAND MANAGEMENT

DESIGNED:	
REVIEWED:	
APPROVED:	
DRAFTED BY: BLM	SCALE: NONE
DATE: JUNE 2016	SHEET: 1 OF 1

DRAWING NO.: OR-11-9113.4-4

WEE WILLY STEWARDSHIP FOREST PRODUCT SALE

Road Renovation Work List

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

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

39-5-2.0 Panther Gulch Rd ABC

0.06 Driveway	to road sp	0.00 Begin of .
Driveway RT & LT	to road specifications; cleaning all culvert inlets and outlets; and roadside brushing.	Begin of ABC surface; Begin road renovation which includes reshaping road surface (blading, watering, and rolling)

1	0.45	0.32	0.27	0.22	0.14	
	18" CMP	Driveway/Spur RT	Driveway/Spur LT	Driveway RT	Driveway RT	

0.72	0.69	0.61	0.56
18" CMP	24" CMP	18" CMP	18" CMP

0.79	0.76
18" CMP	18" CMP

0.84	0.83
Jct with 39-5-1.0 Rd – Gate 109	24" CMP

1.20	1.14	1.07	1.03	
Turn Around - END	18" CMP	18" CMP	18" CMP	

39-5-1.0 ABC

0.07		0.00
18" CMP	road specifications; cleaning all culvert inlets and outlets; and roadside brushing.	Jct with 39-5-2.0 Rd. Begin road renovation which includes reshaping road surface (blading, watering, and rolling) to

0.07	18" CMP
0.17	18" CMP
0.20	Jct with Trail
0.25	Jct with 39-5-1.1 Rd - END

39-5-1.1 ABC

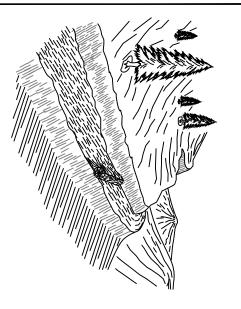
road specificat	Jct with 39-5-1
ons; cleaning all culvert inlets and outlets; and roadside brushing.	Jct with 39-5-1.0 Rd. Begin road renovation which includes reshaping road surface (blading, watering, and roll
	road specifications; cleaning all culvert inlets and outlets; and roadside brushing.

3	0.45
	Spur LT
•	

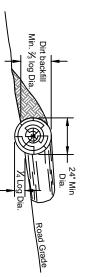
^{0.67} Turn Around Area - END

complete. Decommissioning would include sub-soiling of the entire roadbed to a depth of 18 inches or bedrock, installing water bars as necessary to ensure surfacing drainage, and seeding and mulching of all bare soil. All temporary routes would be blocked and decommissioned with-in 18 months of harvest, after landing and hand pile burning is

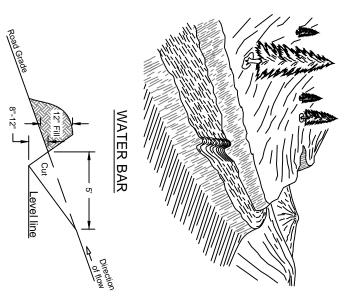
running surface for re-establishment of the original ground line. Fill material used in the construction of temporary route beds will be pulled back, properly placed, and stabilized on a sub-soiled



LOG BARRICADE



- Log barricade shall be constructed as shown above.
 Exact location will be flagged by the authorized officer prior to construction.
- 3. All barricades shall be skewed 30 degrees.
- bank to the fill slope. 4. The length shall be sufficient to extend from the cut
- 5. The minimum small end diameter of the log barricade shall be 24".



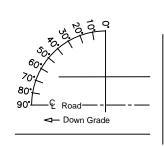
- 1. Water bars shall be constructed as shown above
- Officer prior to construction. Exact location will be flagged by the Authorized
- 3. All water bars shall be skewed 30 degrees.
- season, each skid road will have cross drainage constructed as shown above. Upon completion of skidding logs, for the logging
- drainage constructed as shown above. _, each fire trail will have cross

WATER DIP/BAR SPACING*

SKEW DIAGRAM

TEMP ROUTE 8	TEMP ROUTE 7	TEMP ROUTE 6	TEMP ROUTE 5	TEMP ROUTE 4	TEMP ROUTE 3	TEMP ROUTE 2	TEMP ROUTE 1	ROAD NUMBER	
0.01	0.01	0.01	0.01	0.01	0.01 & 0.12	0.01	0.01	M.P. / STA.	

BARRICADE LOCATION



41-60 21-40

50 90

50 25

** On grades in excess of 10%, construct water bars.

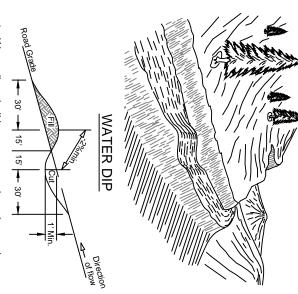
7-9 7-9 10-14
L

* Distances are maximum.

THINKALWAYS

DRAWING NO.: OR-11-9113.4-4

SHEET EXHIBIT C8



- Water dips shall be constructed as shown above.
- 2. Exact location will be flagged by the Authorized Officer prior to construction.
- All water dips shall be skewed 30 degrees.
- bank to the fill slope and be readily crossed by passenger The length shall be sufficient to extend from the cut type vehicles.
- placed from outlet to natural ground a minimum of 6 LF 5. Rock outlet of water dip on fill slope. Rock will be wide by 10 LF long by 1 FT depth.

REV. NO.	
DESCRIPTION	
DATE	
APPROV.	

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

FOREST PRODUCT SALE **DRAINAGE & EROSION** CONTROL DETAILS WEE WILLY

DESIGNED:	
REVIEWED:	
APPROVED:	
DRAFTED BY: BLM	SCALE: NONE
DATE: JUNE 2016	SHEET: 1 OF 1

EXHIBIT C – 8

Sale Name: Wee Willy SFPS
Page 1 of 11

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

INDEX

100	GENERAL
200	CLEARING AND GRUBBING
500	RENOVATION OF EXISTING ROADS
600	WATERING
1200	AGGREGATE SURFACE COURSE (CRUSHED ROCK)
1800	SOIL STABILIZATION
2100	ROADSIDE BRUSHING

Page 2 of 11

WRITTEN SPECIFICATIONS

GENERAL - 100

*101 - Prework Conference(s):

A prework conference will be held prior to the start of new construction, improvements, reconstruction, renovation, seeding, and mulching operations. The Purchaser shall request the conference at least (48) hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

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 subcontractor(s). A Prework conference shall be scheduled at the work site before any operations begin.

*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.

BLM - Bureau of Land Management

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

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

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

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

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

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

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<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.

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

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

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

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

<u>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.

Road Centerline - Longitudinal center of roadbed.

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

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

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

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

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

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

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.

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<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.

Timber - 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.

102a - Tests Used in These Specifications:

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

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

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

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

AASHTO T 90 Plastic limits and plasticity index of soil.

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

AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.

AASHTO T 99 Relationship between soil moisture and maximum density of soil.

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

25 blows/layer & 3 layers.

Method D - 6" mold, soil passing a 19.00mm 3/4 inches sieve. 56 blows/layer & 5 layers.

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AASHTO T 176	Shows relative portions of fine dust or claylike materials in soil or graded
	aggregate.

- AASHTO T 180 (OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus 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.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- DES. E-12 Determination of relative density of cohesionless soils.
- <u>DMSO (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 self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

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

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

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CLEARING AND GRUBBING - 200

- *201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, and as staked on the ground.
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (5) feet back of the top of the cut slope and (5) feet out from the toe of the fill slope.
- *203 Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202 and as shown on the plans and as staked on the ground.
- 203a Brush under (2) feet in height need not be cut within the limits established for clearing.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing, unless otherwise authorized.
- 203c Disposal of logs from private timber cleared within the limits established, as staked on the ground shall consist of decking at a location designated by the Authorized Officer.
- Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, and protruding obstacles remaining as a result of the clearing operation between the top of the cut slope and the toe of the fill slope.
- *205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- 210a Disposal of clearing and grubbing debris on nongovernment property by piling this material outside of clearing limits will be permitted provided the Purchaser obtains a written permit from the property owner on whose property the disposal is to be made. The Purchaser shall furnish the Authorized Officer a certified copy of the permit, and a written release from the property owner absolving the Government from responsibilities in connection with the disposal of debris on said property.
- 211 Disposal of clearing and grubbing debris shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.
- 212 No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

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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, as shown on the plans, and as marked on the ground with stakes.
- This work shall include the removal and disposal of slides in accordance with these specifications and as marked on the ground with stakes.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans, and as marked on the ground with stakes at the following location(s):

Road No.	From M.P.	to M.P.	Total Miles	Type of Work
39-5-1.0	0.00	0.25	0.25	Blade
39-5-1.1	0.00	0.68	0.68	Blade
39-5-2.0	0.00	1.13	1.13	Blade

- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- Minimum compaction required shall be one (1) hour of continuous rolling for each three (3) stations of road, or fraction thereof, as measured along the centerline, per layer of material.
- The inlet and outlet ends of existing drainage structures as shown on the plans 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.
- Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations:

Road No.	From M.P.	to M.P.	Total Miles	Type of Work
39-5-1.0	0.00	0.25	0.25	Cut & Chip
39-5-1.1	0.00	0.68	0.68	Cut & Chip
39-5-2.0	0.00	1.13	1.13	Cut & Chip

shall be removed by cutting and disposed in accordance with Subsection 2100 of these specifications.

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.

EXHIBIT C – 8

Sale Name: Wee Willy SFPS

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- *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.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water sources elected by the Purchaser and approved by the Authorized Officer.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- *1201 This work shall consist of 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 shown on the plans.
- *1209 Shaping and compacting of roadbed shall be completed and approved, prior to placing crushed rock material in accordance to the requirements of Subsection 500 for placing on the roadbed.
- *1210 Crushed rock material conforming to the requirements of these specifications shall be placed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and staked on the ground. Compacted layers shall not exceed four (4) inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and then adding or removing crushed rock material until the surface is smooth and uniform.
- *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.
- Each layer of crushed rock material placed, processed and shaped as specified shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than 95 percent of maximum density is attained as determined by AASHTO T 99, Method D.

SOIL STABILIZATION - 1800

*1801 - This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is required for road acceptance under Section 18 of this contract.

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- Soil stabilization work consisting of seeding and mulching shall be performed on new road construction, landings, disturbed areas, borrow sites, disposal sites, and special areas in accordance with these specifications and as shown on the plans.
- *1803 Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: September 15 to: October 31 (of the same year)

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas and then complete the requirements of Soil Stabilization 1800 the next construction season.

The Authorized Officer may modify the above seasonal dates 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.
- Additional soil stabilization work consisting of seeding and mulching may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1809 Mulch materials conforming to the requirements of Subsection 1809b shall be furnished by the Purchaser in the amounts specified under Subsection 1812 and applied in accordance with Subsection 1813.

If the Purchaser proposes using a wood or grass fiber other than those listed above, he shall furnish a sample and descriptive literature to the Authorized Officer for approval prior to application. Processed wood cellulose or grass fiber furnished by the Purchaser which has become wet or otherwise damaged in transit or storage will not be accepted.

1812 - The Purchaser shall furnish and apply to approximately 8.3 acres designated for treatment as shown on the plans and as specified under Subsections 1802a and 1806a, a mixture of grass seed and mulch material at the following rate of application:

Dry Application

Native Seed 10lbs/acre (See Special Provisions, EXHIBIT C-13, Page 1 of 2)

The above proportion and application rate are subject to adjustment by the Authorized Officer during the application operation.

The Purchaser may reduce the application rate on partially covered sloped and no application on areas already well stocked with grass or on rock surfaces.

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Sale Name: Wee Willy SFPS

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- 1816 The seed and mulch materials shall be placed by dry method in accordance with the requirements set forth in Subsection 1816b.
- Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders or other approved mechanical seeding equipment may be used when seed are to be applied in dry form.
- 1820 The Purchaser shall notify the Authorized Officer at least (3) days in advance of date he intends to commence the specified soil stabilization work.
- *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 cutting and scattering or chipping 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 at DBH 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.
- 2103a 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.
- Trees in excess of (6) inches in diameter at DBH 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.
- 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.
- 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.

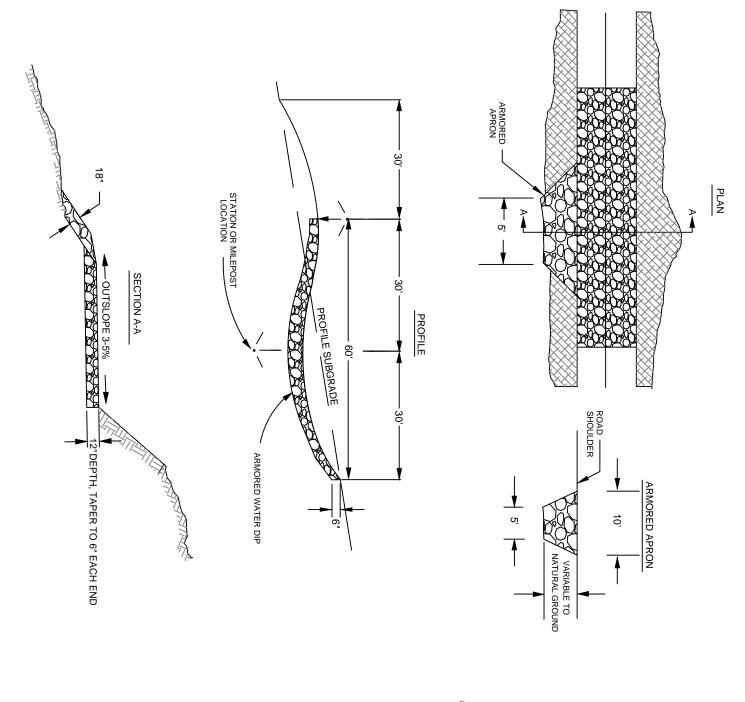
Sale Name: Wee Willy SFPS

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- 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.
- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- Debris resulting from this operation shall be scattered or chipped 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.
- Vegetation (6) inches and smaller in diameter shall be chipped. Chips shall be scattered downslope from the roadway. Vegetation over (6) inches in diameter shall be disposed of by direction of the Authorized Officer.
- 2113 Roadside brushing shall be accomplished as shown on the plans and as listed below:

Road No.	From M.P.	to M.P.	Total Miles	Type of Work
39-5-1.0	0.00	0.25	0.25	Cut & Chip
39-5-1.1	0.00	0.68	0.68	Cut & Chip
39-5-2.0	0.00	1.13	1.13	Cut & Chip

- 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.



SHEET EXHIBIT C9

- 1) THE WATER DIP INVERT SHALL BE SMOOTH AND FREE DRAINING.
- THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE CUTSLOPE HINGE POINT IS 1.0 FEET.
- 3) THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE FILLSLOPE SHOULDER IS 1.5 FEET.
- 4) SKEW DIP MINIMUM 15-30 DEGREES FROM PERPENDICULAR TO CENTERLINE.
- 5) EXCAVATED MATERIAL SHALL BE UTILIZED IN CONSTRUCTION OF WATER DIP. SIDECASTING IS NOT PERMITTED.
- 6) PIT RUN ROCK MATERIAL SHALL BE PLACED ON FILL SLOPE AND SUBGRADE OF ARMORED WATERDIP.
- 7) SEE ROAD RENOVATION WORKLIST FOR WATER DIPS TO BE ARMORED.
- 8) EACH DIP SHALL BE REINFORCED WITH 40 CUBIC YARDS OF 3" MINUS ROCK, ON ROADWAY AND PIT RUN AT OUTFALL

LEGEND



CUT/FILL SLOPES



SUBGRADE ARMOR MATERIAL (3" minus)



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

REV. NO.		
DESCRIPTION		
DATE		
APPROV.		

REVIEWED: DESIGNED: UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON WEE WILLY FOREST PRODUCT SALE ARMORED WATER DIP

DRAWING NO.: OR-11-9113.4-1

DATE: JUNE 2016 DRAFTED BY: BLM

SHEET: 1 OF 1 SCALE: NONE APPROVED:

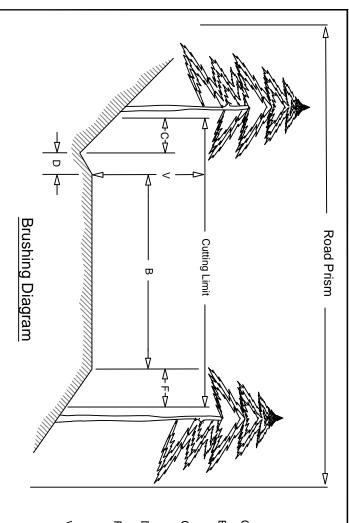
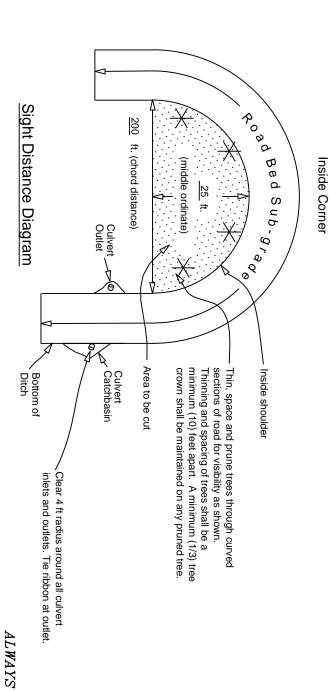


EXHIBIT C10 SHEET 1 OF 1

Cutting Limit = C + D + B + F

- B = Road Bed Subgrade (includes turnouts)
 Cut all vegetation to max. height of 1".
- C = 4 ft Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 6".
- D = Centerline of ditch to inside shoulder. Cut all vegetation to max. height of 1".
- F = Distance to be brushed on fill slope beyond outside shoulder Cut all vegetation to max. height of 6".
- V = 14 ft Height of vertical cutting limit



EV. NO. DESCRIPTION DATE APPROV.				
	APPROV.	DATE	DESCRIPTION	REV. NO.

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

WEE WILLY FOREST PRODUCT SALE ROADSIDE BRUSHING DETAIL DESIGNED: DESIGNED: DESIGNED:

DESIGNED:	
REVIEWED:	
APPROVED:	
DRAFTED BY: BLM	SCALE: NONE
DATE: JUNE 2016	SHEET: 1 OF 1

DRAWING NO.: OR-11-9113.4-4

THINK SAFETY

SPECIAL PROVISIONS

- 1. Before the initial start of road renovation, construction, reconstruction, or surfacing operations, or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer 48 hours in advance of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, at least as good as the condition just prior to such damage.
- 3. All disturbed soil shall be seeded and mulched. Purchaser shall apply native grass seed and Certified Weed Free straw mulch for soil stabilization operations. BLM will furnish native grass seed, **if available**. Certified weed free straw mulch will be the responsibility of the contractor.
- 4. All stream channel culvert inlets shall be cleaned between **July 1**st **and September 15**th in accordance with Oregon Department of Fish and Wildlife (ODFW) in-stream work period guidelines.
- 5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the stream side of a culvert to the downstream side of the culvert.
- 6. Roadside brushing cutting limits beneath or adjacent to bridges shall extend 8 feet horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. Cut brush and trees shall be removed from beneath the bridge and from the stream channel.
- 7. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. All debris resulting from roadside brushing activities shall be scattered downslope. Use of Excavators for brush removal will be at the discretion of the Authorized Officer. All culvert inlets and outlets shall be brushed for a radius of 4 feet.
- 8. While roadside brushing through private industry lands, conifer trees at the edges of the cleared area (see cutting limit, Exhibit C10) shall have the branches pruned rather than being felled.
- 9. All stumps, designated by the Authorized Officer, which would interfere with normal blading and road renovation operations (including turnouts), shall be removed in such a way as to not cause damage to the drainage ditch or the road bed. Stumps that are ground-down, shall be ground to a minimum of 3 inches below existing grade.

Exhibit D-1 Sale Name: Wee Willy Page 1 of 9

UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE SPECIFICATIONS

INDEX

3000	GENERAL MAINTENANCE
3100	OPERATIONAL MAINTENANCE
3200	SEASONAL MAINTENANCE
3300	FINAL MAINTENANCE
3400	OTHER MAINTENANCE

GENERAL MAINTENANCE - 3000

- The Purchaser shall be required to maintain all roads listed and/or referenced in section 41, as shown on the Exhibit D maps of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be reconstructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 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 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.
- The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 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 grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- Removal of bank slough and slide material includes placement of material at the nearest designated and suitable 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 as directed by the Authorized Officer.

Exhibit D-1 Sale Name: Wee Willy Page 3 of 9

The Purchaser shall be responsible for removal of all slides or slough, up to fifteen 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 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 the work, based on the current BLM Road Cost Guide. 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 water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to 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 repair and replacement of eroded material exceeding 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 Road Cost Guide. Adjustments in purchase price for completed work shall be made, as necessary, and no less than once per year when actual work is ongoing.

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

The Purchaser shall also remove 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 cutting and chipping in accordance with Section 2100 of the Exhibit C-9 Specifications.

The Purchaser shall avoid fouling gravel surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs

Exhibit D-1 Sale Name: Wee Willy Page 4 of 9

on the roadway, in or outside designated logging units, is not authorized without prior written approval by the Authorized Officer. Repairs required, that were caused by such skidding activities, are not considered maintenance and shall be repaired at the Purchaser's expense.

3108a The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer.

SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes 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 1st 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 roads located in an area separate from the area where logging activities will resume.
- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) 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.

Exhibit D-1 Sale Name: Wee Willy Page 5 of 9

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.

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

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

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 yds³ of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a

Exhibit D-1 Sale Name: Wee Willy Page 6 of 9

specified lesser rate is approved by the Authorized Officer.

The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water source(s) selected by the Purchaser.

During drought periods when the transportation of water from the source to the roads noted above exceeds (20) 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 the current BLM Road Cost Guide.

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.

- The Purchaser may at his option and expense substitute lignin sulfonate or magnesium chloride 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 the 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.
- The Purchaser shall notify affected residents along the roads to be treated of the planned application of lignin sulfonate or magnesium chloride dust palliatives at least (3) days prior to the work. Warning signs shall be posted at key intersections to alert users that the road is being treated. All signs shall be removed by the Purchaser within thirty (30) days of treatment.
- Prior to the application of lignin sulfonate or magnesium chloride dust palliatives, the roadbed shall be bladed and shaped to remove surface irregularities and excess loose material. The prepared surface must be visibly moist and drying.
- A light application of water to promote penetration shall be made in advance of the application of the specified dust palliative to allow the drying process to begin and to eliminate any saturated surface conditions.
- 3406c The prepared roadbed shall be approved by the Authorized Officer prior to application of the specified dust palliative.
- The Purchaser shall furnish in duplicate, commercial certification signed by vendor of compliance with the lignin sulfonate or magnesium chloride dust palliatives material requirements specified under Subsection (3412b) (3412c). Commercial certification

includes the date, identification number of truck or trailer, net mass, and brand name with each shipment. Also provide the net volume and specific gravity at 60 degrees F, percent solids by mass, and PH.

- Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.
- 3409 The Purchaser shall notify the Authorized Officer a minimum of (3) days in advance of application of required dust palliative.
- The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.
- If used, lignin sulfonate or magnesium chloride dust palliatives shall only be applied when the atmospheric temperature is 45° F and steady or rising and when the weather is not foggy or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.
- If used, the Purchaser shall apply to the prepared roadbed specified under Subsection 3406, a lignin sulfonate or magnesium chloride dust palliative conforming to the material requirements of Subsection (3412b) (3412c). The rate of application shall be (0.5) gallons per yd² surface.

Applied materials not penetrating the road surface shall be blade mixed with additional water into the top 1 to 1½ inches of the surfacing at the Contractor's expense.

If required, the lignin sulfonate or magnesium chloride shall be field diluted within the application vehicle and be circulated at least 5 minutes to assure mixing. An air gap shall be provided between any water source and the materials being diluted. Accidental spills shall be contained to prevent entry in water courses or ponded water. The surface of adjacent structures and trees shall be protected from spattering or marring.

A wetting agent may be used in addition to the certified compound or mixed with the road surface preparation watering. A mix of less than 1:6000 is recommended.

Water used to dilute lignin sulfonate or magnesium chloride concentrate shall be clean and free of oil, salt, acid, alkali, vegetable matter, or any other substance that contaminates the finished product.

3412b Specifications for Lignin Sulfonate:

Lignin sulfonate shall be the chemical residue produced as a byproduct of the acid

Exhibit D-1 Sale Name: Wee Willy Page 8 of 9

sulfite pulping process and supplied as a water solution. The base cation shall be ammonia, calcium, or sodium. The product shall be water soluble to allow field dilution. Dilute with water until the mixture contains a minimum 48 percent concentration with the following properties:

Solids 50% Specific gravity 1.25 PH, AASHTO T289 4.5 min.

Ensure that the material does not exceed the following chemical constituents:

phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm
lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadium	0.20 ppm
barium	10.00 ppm
selenium	5.00 ppm
zinc	10.00 ppm

Apply when the ambient air temperature is 45° F or above.

3412c Specifications for magnesium chloride:

The material shall consist of a brine containing 29 to 35 percent (magnesium chloride) (calcium chloride) by weight and 62 to 72 percent water by weight. Ensure that the material does not exceed the following chemical constituents:

phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm
lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadmium	0.20 ppm

Exhibit D-1

Sale Name: Wee Willy

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barium 10.00 ppm selenium 5.00 ppm zinc 10.00 ppm

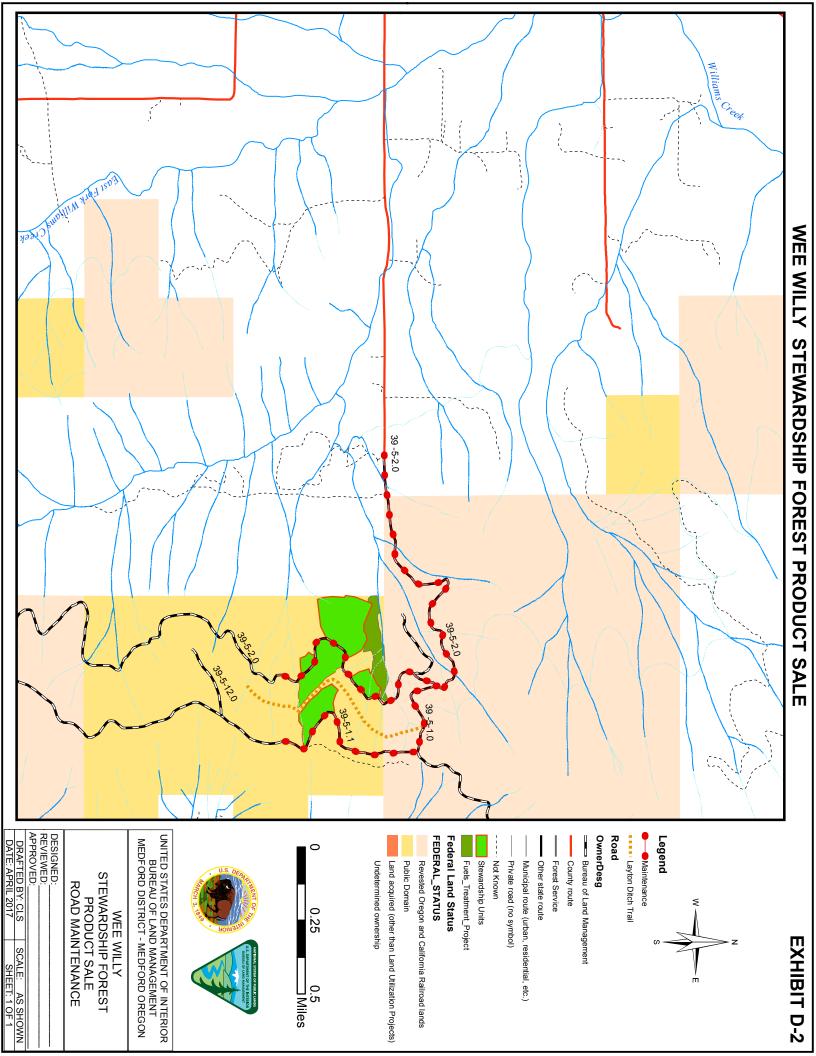
sulfate 4.3 percent maximum nitrate 5.0 percent maximum.

Concentration specifications for Magnesium chloride

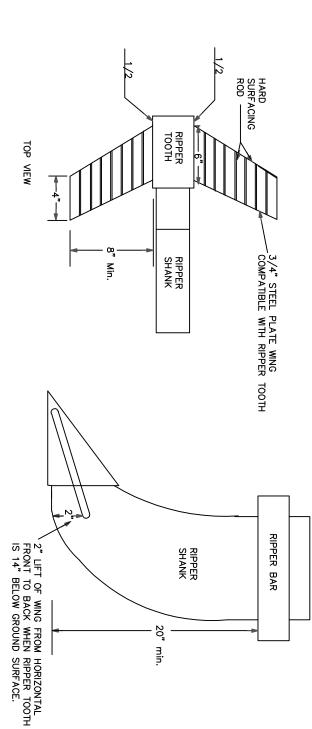
(1) Magnesium chloride by mass
(2) Water by mass
(3) Specific gravity, AASHTO T 227
28% minimum
72% maximum
1.290 to 1.330)

Apply when the ambient air temperature is 45° F or above.

Sampling of lignin sulfonate or magnesium chloride material may be required to validate certificates furnished by the Purchaser. When sampling is directed by the Government, the actual samples will be taken by the Purchaser or his representative in the presence of the Authorized Officer.

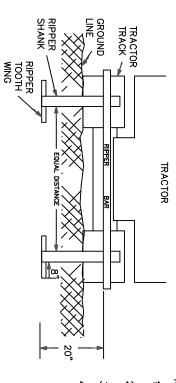






SIDE VIEW

TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

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

 OR USED.

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

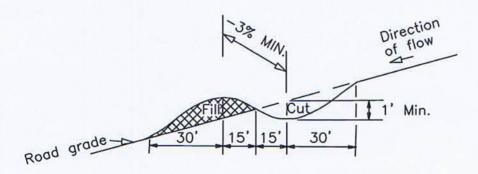
DISTRICT	MEDFORD	E AREA	RESOURCE	ASHLAND
INTERIOR	OF THE INTE	DEPARTMENT OF THE I	D STATES I	UNITE

WING RIPPER DETAIL

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



WATER BAR



- 1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- 2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
- 3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES.
- 4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.



United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District: Medford

Sale Name: Wee Willy Stew

Sale Date: 04/27/2017

Appraisal Method: 16' MBF

Contract #: SFPS-17-01

Job File #: M11325

Master Unit: Josephine

Planning Unit: Grants Pass

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Other Allowances Costs	8
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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	39S	5W	1	SE1/4SW1/4, SW1/4SE1/4
PD	39S	5W	12	NW1/4NE14, SW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4

					Cuttin	g Volume (1	16' MBF)				
	Unit	DF	PP					Total	Regen	Partial	ROW
1	2-2	160	2					162	0	16	0
1	2-3	84	2					86	0	15	0
I	lazard	4						4	0	1	0

Totals 248 4 252 0 32 0

Logging Costs per 16' MBF	7	Profit & Risk	
tump to Truck	\$ 188.78	Total Profit & Risk	8 %
ransportation	\$ 67.21	Basic Profit & Risk 8 % + Additional R	isk 0 %
oad Construction	\$ 17.06	Back Off	0 %
oad Amortization	\$ 0.00	Tract Features	1
oad Maintenance	\$ 6.21	Avg Log Douglas-fir: 58 bf	All : 57 bf
ther Allowances :		Recovery Douglas-fir: 86 %	All : 87 %
Other Costs	\$ 13.75	Salvage Douglas-fir: 0 %	All : 0 %
Total Other Allowances :	\$ 13.75	Avg Volume (16' MBF per Acre)	8
	1	Avg Yarding Slope	40 %
		Avg Yarding Distance (feet)	350
		Avg Age	80
		Volume Cable	78 %
		Volume Ground	22 %
		Volume Aerial	0 %
		Road Construction Stations	0.00
		Road Improvement Stations	0.00
		Road Renovation Stations	0.00
		Road Decomission Stations	0.00
		Cruise	0 10 11 0
		Cruised By	Caulfield, Cannon
		Date	02/01/2016
otal Logging Costs per 16' MBF	\$ 293.01	Type of Cruise	3P, 100%
Utilization Cente		County, State	Josephine, OR
enter #1 : Glendale, OR	49 Miles	Net Volume	
Center #2	0 Miles	Green (16' MBF)	252
Veighted distance to Utilization Centers	49	Salvage (16' MBF)	0
Length of Contra	ect		_
utting and Removal Time	36 Months	Douglas-fir Peeler	0
Personal Property Removal Time	1 Months	Export Volume	0
		Scaling Allowance (\$0.75 per 16' MBF)	\$189.00

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Medford Wee Willy Stew SFPS-17-01

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	1,373	248	\$ 594.65	\$ 47.57	\$ 293.01	\$ 1.31		\$ 255.40	\$ 63,339.20
PP	36	4	\$ 260.12	\$ 20.81	\$ 293.01			\$ 26.00	\$ 104.00
Totals	1,409	252							\$ 63,443.20

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Ponderosa Pine				11.0	78.0	11.0
Douglas-fir				42.0	53.0	5.0

Marginal Log Volume

Species	Grade #7	Grade #8
Ponderosa Pine		
Douglas-fir		2

Appraised By: Caulfield, Dave **Date:** 06/07/2016

Area Approval By: Caulfield, Dave Date: 06/09/2016

District Approval By: Date:

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Prospectus

Appraisal Method: (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	1,373	248	198	
Ponderosa Pine	36	4	2	
Total	1,409	252	200	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
291	1,409	206	15.6	284	4,940	57

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
4,940	176	5,116	3.6	252	291	87 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
287	1,373	209	15.6	280	4,853	58

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
4,853	162	5,015	3.7	248	287	86 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
	Acres	Acres	Acres	Acres
12-2		16		16
12-3		15		15
Hazard		1		1
Totals :		32		32

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Exhibit B

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

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

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	248		
Ponderosa Pine	4		
Sale Totals	252		

Unit Details (16' MB)

Unit	12-2	16 Acres	Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	160		
Ponderosa Pine	2		
Unit Totals	162		

Unit 12-3 15 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	84		
Ponderosa Pine	2		
Unit Totals	86		

Unit	Hazard	1 Acres	Value per Acre: \$0.00
------	--------	---------	------------------------

Species	Net Volume	Bid Price	Species Value
Douglas-fir	4		
Unit Totals	4		

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

Sale Volume Totals

32 Acres 0 Regen	32 Partial	0 R/W	3 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	1,373	4,853	162	248	280	287	198	223	229	0	0	0
Ponderosa Pine	36	87	14	4	4	4	2	2	3	0	0	0
Totals	1,409	4,940	176	252	284	291	200	225	232	0	0	0

Unit Totals

Unit: 12-2	16 Acres		0 Reger	1	16 Partial	0 R/W	
G . N	# of	Merch	Cull	16' MBF	16' MBF	16' MBF	
SpeciesName	Trees	Logs	Logs	Gross	GM	Net	
Douglas-fir	846	3,137	108	186	181	160	
Ponderosa Pine	15	40	10	2	2	2	
Unit Totals	861	3,177	118	188	183	162	

Unit: 12-3	15 Acres		0 Reger	1	15 Partial	0 R/W
	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Logs	Logs	Gross	GM	Net
Douglas-fir	501	1,652	52	97	95	84
Ponderosa Pine	21	47	4	2	2	2
Unit Totals	522	1,699	56	99	97	86

Unit: Hazard	1 Acres		0 Regen		gen 1 Partial 0 F	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	26	64	2	4	4	4
Unit Totals	26	64	2	4	4	4

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

Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$ 47,572.67	252	\$ 188.78

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Track Skidder	GM MBF	62	\$ 148.42	\$ 9,202.04
Short Twr<40	GM MBF	222	\$ 171.41	\$ 38,053.02
Subtotal				\$ 47,255.06

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Dir. Falling	Hour	9	\$ 35.29	\$ 317.61
Subtotal				\$ 317.61

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Subtotal			

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Other Allowances Costs

Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out	
Allowances Costs	Volume	Volume *	Cost	
\$3,464.92	252	\$13.75	\$0.00	

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Skid Location	\$ 72.92	\$ 0.29	N	\$ 0.00
Waterbar Skids	\$ 300.00	\$ 1.19	N	\$ 0.00
Stream and Culvert Cleaning	\$ 32.00	\$ 0.13	N	\$ 0.00
Barricades	\$ 150.00	\$ 0.60	N	\$ 0.00
Landing Clean up	\$ 450.00	\$ 1.79	N	\$ 0.00
Landing Construction	\$ 600.00	\$ 2.38	N	\$ 0.00
Equipment Washing	\$ 1,110.00	\$ 4.40	N	\$ 0.00
Equipment Washing	\$ 750.00	\$ 2.98	N	\$ 0.00
Subtotal	\$ 3,464.92	\$ 13.75		\$ 0.00

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

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Medford Wee Willy Stew SFPS-17-01

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

General
Stewardship Contract.
Updated with 2/2017 pricing.
7 Acres in unit 12-3 were added after cruising, Unit Volumes on cruise printouts and this appraisal were expanded by 1.875. This discrepancy will be rectified when sale is scaled.
Log ratio for Ponderosa Pine .734 used in calculating 16' pond value.
Yarding & Loading
Road Costs
(see Engineering Appraisal for details).
Transportation
Delivery point appraisal Glendale Oregon.
(see Transportation appendix for details).
Other Allowances
Prospectus

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Sale: Wee Willy (Stew)
Sale Date: 2017
Prep. By: C Smith
Tract No: ORM07-TS-17-05

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) \$0.00/252 MBF = \$0.00/MBF						
2) Road Maintenance Obligation: \$0.00 + \$0.00 + \$0.00 + \$131.08 =	\$131.08					
3) Other Maintenance Payments:	\$0.00					
4). Purchaser Maintenance Allowances:						
(5.2A) Move In	\$675.99					
(5.2B) Culverts, Catch Basins, Downspouts	\$668.34					
(5.2C) Grading, Ditching	\$0.00					
(5.2D) Slide Removal and Slump Repair						
(5.2E) Dust Palliative (Water)	\$89.57					
(5.2F) Surface Repair (Aggregate)	\$0.00					
(5.2G) Decommissioning	\$0.00					
(5.2H) Other	\$0.00					
Total (5.2) =	\$1433.90					

1-4) Total = \$1,564.98/252 MBF = \$6.21/MBF

1) Road Use Fees - Amortization

 $\mbox{R/W}$ \mbox{Rd} Use Vol Road Use Number Road Number Fee x MBF = Obligation

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul

Road Number A Surf Maint Volum A Surf Maint M

3) Third Party Maintenance and Rockwear

			MA	INT	ENANCE	(3.1))	RO	CKWEAR	(3.2)	
Agrmnt	Road											
Number	Number		Μi	x	Fee x	MBF :	=	Maint	Fee x	MBF	=	Rkwear
(3.1)	Subtotal	\$0.00				(3.2)	Subtotal	\$0.00			

4) Other Maintenance Payments - USFS or Others Perform Maintenance

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

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No	A	R	kWear	Vol	Total
and Segment	N	Mi	x Fee	x MBF	= RkWear
39-5-2.0	A	1.13	0.49	170	\$93.71
39-5-1.0	A	0.25	0.49	82	\$10.05
39-5-1.1	A	0.68	0.49	82	\$27.32

(5.1) Subtotal \$131.08

Purchaser Operational Maintenance

Move In

	No	Move	Co	st/ D:	ist Sı	ıb-
Equipment	Uni	ts x	in x	50 Mi x	Factor =	total
Motor Grade:	r:	1	1	\$483.00	0.63	\$304.29
Back Hoe:				\$149.00	0.63	\$0.00
Loader:				\$483.00	0.63	\$0.00
Water Truck	:	1	1	\$107.00	0.63	\$67.41
Dump Truck:				\$113.00	0.63	\$0.00
Excavator:				\$483.00	0.63	\$0.00
Roller:		1	1	\$483.00	0.63	\$304.29
		1	1	•		

(5.2A) Total \$675.99

Culvert Maintenance - Including Catch basins and Downpipes

Miles x Cost/Mi = Subtotal

(5.2B) Total \$668.34

Grading (Includes Ditches and Shoulders)

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

(5.2C) Total \$0.00

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

Type	No Slides	Но	urs	Equip	
Equipment	/Slumps	х	Each	x Cost	= Subtotal
Grader:	0		0	\$147.33	\$0.00
Loader:	0		0	\$107.45	\$0.00
Backhoe:	0		0	\$76.21	\$0.00

(5.2D) Total \$0.00

Dust Palliative (Water)

Spreading Hours

No		Freq		Truck						
Miles	/	MPH	=	Hours	х	Days	х	/Day	=	Hours
2.00		20		0.1		5		2		1
Load &			1	0.0		0		0		0

Truck Cost: $$89.57/Hr. \times 1.0 \text{ Hours} = 89.57

(5.2E) Total \$89.57

Surface Repair (Aggregate)

Production Cost:	0.0 CY x \$0.00/CY	=	\$0.00
Haul to Stockpile:	0.0 CY x (($$2.21/CY x 0.00 Mi$) + $$0.74$)	=	\$0.00
Stockpile:	0.0 CY x \$1.01/CY	=	\$0.00
Load from Stockpile:	0.0 CY x \$1.11/CY	=	\$0.00
Haul from Stockpile:	0.0 CY x $((\$2.21/CY \times 0.00 Mi) + \$0.74)$	=	\$0.00
Process with Grader:	$0.0 \text{ CY } \times \$0.90/\text{CY}$	=	\$0.00
Compaction:	$0.0 \text{ CY } \times \$1.34/\text{CY}$	=	\$0.00

(5.2F) Total \$0.00

Decommissioning

(5.2G) Total \$0.00

Other

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

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Version: 5.2.0.45

Summary of All Roads and Projects

Updated: 4/13/2017

Summary of All Roads and Projects T.S. Contract Name: Wee Willy (Stew) Tract No: ORM07-TS-17-05 Sale Date	4/13/2017 : 2016
Prepared by: C Smith Ph: 4716533 Print Date: 6/27/2017 10:11:38 AM	2010
Construction: 0.00 sta	
Improve: 0.00 sta Renov: 108.50 sta Decom: 0.00 sta Temp: 0.00 sta	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$3,693.11
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 2.1 acres	\$605.43
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$0.00 Surf. \$0.00	\$0.00

Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities are loose cubic yards.

Quarry Development:

\$0.00

Total: 252 mbf @ \$17.058/mbf = \$4,298.54

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Wee Willy (Stew) Sale Date: 2017 Road Number: 39-5-1.0 Road Name:	
Road Renovation: 0.25 mi 15 ft Subgrade 2 ft ditch 4/27/2017	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 0.25 mi	\$263.67
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$86.49
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$0.00 Surf. \$0.00	\$0.00
Quarry Development:	\$0.00
Total:	\$350.16

Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Road Construction Worksheet

Road Number: 39-5-1.0 Road Name:

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$720.50/mi x 0.25 mi = \$180.13

Clean Culverts: \$334.17/mi x 0.25 mi = \$83.54

Subtotal: \$263.67

Section 700-1200 Surfacing:

Section 1400 Slope Protection:

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Light: \$288.30/acre x 0.30 acres = \$86.49

Subtotal: \$86.49

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 8.15% of total Costs = \$0.00

surfacing = 0% \$0.00 Subtotal: \$0.00

Quarry Development:

Subtotal: \$0.00

Total: \$350.16

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Wee Willy (Stew) Sale Date: 2017 Road Number: 39-5-1.1 Road Name:	
Road Renovation: 0.68 mi 14 ft Subgrade 2 ft ditch 4/27/2017	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$489.94
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.7 acres	\$201.81
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$0.00 Surf. \$0.00	\$0.00
Quarry Development:	\$0.00
Total:	\$691.75
Notes:	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Road Construction Worksheet

Road Nur	mber:	39-5-1.3	L Ro	oad	Name:
Section	200	Clearing	and	Grı	ubbing

Section 300 Excavation:

Subtotal: \$0.00

\$0.00

\$0.00

\$0.00

Subtotal:

Subtotal:

Subtotal:

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$720.50/mi x 0.68 mi = \$489.94 Subtotal: \$489.94

Section 700-1200 Surfacing: Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:
 RoadSide Brushing Light: \$288.30/acre x 0.70 acres = \$201.81

Subtotal: \$201.81

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Mobilization:

Construction - 16.09% of total Costs = \$0.00 surfacing = 0% \$0.00

Subtotal: \$0.00

Quarry Development:

Subtotal: \$0.00

Total: \$691.75

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Wee Willy (Stew) Sale Date: 2017 Road Number: 39-5-2.0 Road Name: Panther Gulch	
Road Renovation: 1.13 mi 15 ft Subgrade 2 ft ditch 4/27/2017	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 1.25 mi	\$2,939.50
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 1.1 acres	\$317.13
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$0.00 Surf. \$0.00	\$0.00
Quarry Development:	\$0.00
Total: Notes:	\$3,256.63

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Road Construction Worksheet

Road Number: 39-5-2.0 Road Name: Panther Gulch

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$720.50/mi x 1.25 mi = \$900.63

Scarification: $$893.46/mi \times 1.25 mi = $1,116.83$

Compaction: \$403.47/mi x 1.25 mi = \$504.34 Clean Culverts: \$334.17/mi x 1.25 mi = \$417.71

Subtotal: \$2,939.50

Section 700-1200 Surfacing:

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

RoadSide Brushing Light: \$288.30/acre x 1.10 acres = \$317.13

Subtotal: \$317.13

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 75.76% of total Costs = \$0.00

surfacing = 0% \$0.00

Subtotal: \$0.00

Quarry Development:

Subtotal: \$0.00

Total: \$3,256.63

Form 5440-9 (December 2004)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

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

Name of Bidder	
Tract Number	
ORM07-SFPS-2017.0001	
Sale Name	
Wee Willy	
Sale Notice (dated)	_
4/6/2017	
BLM District	
Medford	

STEWARDSHIP FOREST PRODUCT

				SCALED	SALE		Medford	
	Х	Sealed Bid for Sealed	Bid Sal	e			Written Bid for Oral Auction Sale	
	n response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated imber/vegetative resource on the tract specified above.							
	Required bid deposited is \$ 6,400.00 and is enclosed in the form of \Box cash \Box money order \Box bank draft \Box							
	cashier's check □ certified check □ bid bond of corporate surety on approved list of the United States Treasury □ guaranteed remittance approved by the authorized officer.							
IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.								
	BID SCHEDULE – SCALED SUM SALE NOTE: Bidders should carefully check computations in completing the Bid Schedule							
				SE	CALED BID S	UBM	ПТТЕD	1
	P	RODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY (MBF)	UNIT PRIC	Œ	TOTAL VALUE	
Do	ougla	as-fir	MBF	248	X		=	
Po	nde	rosa Pine	MBF	4	X		=	
		Total		252			=	
								4
								1
								-
								$\frac{1}{2}$
	TOTAL PURCHASE PRICE					┨		

(Continued on reverse)

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

Bid submitted on (date)					
(Check appropriate box, sign in ink, and complete the following)					
Signature, if firm is individually owned	Name of firm (type or print)				
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)				
Signatures, if firm is a partitership of L.L.C.	Business address, include zip code (type or print)				
Corporation organized under the state laws of	(To be completed following oral bidding)				
	I HEREBY confirm the above sealed bid				
Signature of Authorized Corporate Signing Officer	By (signature)				
2-6					
Title	Date				
Submit bid, in duplicate, to qualify for either an oral auction or sealed bid sale	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed				
together with the required bid deposit made payable to the Department of the Interior – BLM.	envelope marked on the outside: (1) "Bid for Timber"				
IIICHOI – DLIVI.	(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

- and removed prior to expiration of time for cutting and removal as specified in contract.*
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber/Vegetative Resource Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER/VEGETATIVE RESOURCE SALE CONTRACT To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND -

- (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized Officer.
- (b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*
- 11. PAYMENT BOND If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*
- 12. PAYMENT OF PURCHASE PRICE For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.
- 13. LIQUIDATED DAMAGES Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.
- 14. *NINETY-DAY SALES* If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

^{*}Applies to Timber Only

- 15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.
- 16. EQUAL OPPORTUNITY CLAUSE This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.
- 17. LOG EXPORT All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western
- red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.*
- 18. DETAILED INFORMATION Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.