

P R O S P E C T U S

THIS IS A SCALE SALE

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-12-10
JUNE 28TH, 2012 (LLS)

#1. BOOMERANG Timber Sale, Douglas County, O&C BID DEPOSIT REQUIRED: **\$10,600.00**

All timber designated for cutting in S1/2NE1/4, SE1/4 Section 1, T. 32 S., R. 6 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
2,797	696	1,507	Douglas-fir	856	\$115.20	\$98,611.20
613	172	358	White Fir	207	**\$33.10	\$6,851.70
3,410	868	1,865	Totals	1,063		\$105,462.90

*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.

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 NE Spaulding Ave., Grants Pass, Oregon, at 9:00 a.m. on Thursday, June 28, 2012.

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

CRUISE INFORMATION - The Timber has been cruised using the PCMTRE sampling method to select sample trees. The sample trees have been measured utilizing the VOLT system of measurement and the volume expanded to a total sale volume.

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

With respect to merchantable trees of all conifer species: the average tree is 17.0 inches DBHOB; the average gross merchantable log contains 71 bd. ft.; the total gross volume is approximately 1,151 M bd. ft; and 92% recovery is expected. (Average DF is 17.0 inches DBHOB; average gross merchantable log DF contains 69 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - 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.

CUTTING AREA – One (1) unit containing eighty five (85) acres must be partial cut.

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

ACCESS - Access to the sale area is available via existing County roads & a Memorandum of Understanding between the United States of America and Oregon Department of Forestry. Among other conditions, this agreement requires completion of an agreement between the Purchaser and Permittees.

ROAD MAINTENANCE - The Purchaser will be required to maintain 6.98 miles of existing roads, 741 ft of reconstructed road, and 228 ft of constructed road, for log haul operations.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct one temp spur 2.28 stations or 228 feet of road.

ROAD RECONSTRUCTION - The contract will require the Purchaser to re-construct 7.41 stations or 741 feet of existing road.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall limit ground-based harvesting, temporary route/ skid trail construction, renovation, and maintenance between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. The Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are 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. No logging activities will occur in FGR classified ground, between October 15 of one calendar year and May 15 of the following calendar year both days inclusive.

Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, No hauling in the Contract Area shall be conducted 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.

EQUIPMENT REQUIREMENTS – A forty (40) foot tower with one thousand two hundred (1,200) foot cable capacity, lateral yarding capability of seventy five (75) feet, with one end suspension of logs during inhaul, and capable of multi-span. A yarding tractor will not exceed nine (9) feet in width and must be capable of bull-lining seventy five (75) feet. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty six (36) inches apart and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes and skid roads. (Optional Equipment) A mechanical harvester with a single-grip felling head capable of reaching and cutting twenty (20) feet slope distance.

SLASH DISPOSAL - Slash disposal within the commercial thin harvest unit will consist of: Hand pile, cover, and burn within the unit, extending 100ft below the 32-6-1 road (18 acres). Machine/hand pile and burn landing piles. The remainder of the unit will be lop and scattered (67

acres), as described in SD-5 of the Special Provisions.

CONTRACT TERMINATION - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order, in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. All leave trees will be selected by the Purchaser through Designation by Description (DxD) criteria as outlined in Exhibit E. There is a cut limit of 27" tree diameter measured 4" above ground on the uphill side of tree.
3. This contract contains provisions (L-26M) requiring that prior to falling and removal of trees in Unit 1-3L as shown on Exhibit A, the Purchaser shall conduct a sample mark as outlined in Exhibit E. Sample area size shall be approximately one (1) acre. Identification of leave trees may be done by flagging or paint as approved by the Authorized Officer. Additional marking may be required based on the results of the sample mark. Upon acceptance of the sample mark by the Authorized Officer, the Purchaser may proceed with operations.
4. Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, skid trails, cable yarding corridors, and other areas of exposed soils.
5. 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 roads, and tailhold, tieback, guyline, lift, and intermediate support trees on the ground.
6. No logging operations shall be conducted on areas labeled FGR from May 15 to October 15 of each year, both days inclusive.
7. No hauling or ground based logging in the Contract Area shall be conducted 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.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From I-5 North take Exit 80 to Glendale. At the four-way stop proceed straight (Junction Road) for .7 miles. Turn left onto Azalea-Glen Road, travel 2.4 miles. Turn Right onto Windy Creek Rd. Proceed for approximately 5 miles and take a left onto the 32-5-18 / Slate Creek Road. The unit can be accessed from BLM Road 32-5-18.

ENVIRONMENTAL ASSESSMENT – A revised environmental assessment DOI-BLM-OR-M080-2010-003-EA was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

Boomerang T.S. ORM07-TS-12-10

* Permitted year-round unless unacceptable damage occurs to residual trees or soil.

[illegible]

BOOMERANG TIMBER SALE

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

- (A) AR-1 All timber on the Reserve Area(s) as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-3 All leave trees required to meet the Selection Criteria as outlined in Exhibit E, within harvest areas as shown on Exhibit A.
- (C) IR-6 All non-hazardous snags in harvest units shown on Exhibit A.
- (D) IR-6 All pre-existing dead and down wood in harvest units shown on Exhibit A.

BOOMERANG TIMBER SALE
SPECIAL PROVISIONS

Section 41

(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:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.

6. 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) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. 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) L-3 All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
- (3) L-6 In 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) L-7 In the cable yarding areas of harvest units as shown on Exhibit A, all trees designated for cutting shall be manually felled. Tractor yarding portions of commercial thin harvest units as shown on Exhibit A may be felled mechanically using a harvester, feller-processor, or feller-buncher with the approval of the Authorized Officer and in accordance with the following specifications:
 - (a) Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less.
 - (b) Mechanized felling operations are subject to seasonal operating restrictions as described in Section 41(B)(7) of this contract.
 - (c) The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations.

Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.

- (d) When practical, the harvest equipment must walk on a mat of existing or created slash. To achieve this, the Purchaser will not be required to yard with tops attached.
- (5) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
<u>CABLE UNIT</u> 1-3L	<p>Whole tree yarding or yarding with tops attached to the last log is required. Delivered log length not to exceed forty-one (41) feet.</p> <p>Directional falling to lead and away from streams is required.</p> <p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet. Yarding corridors will be perpendicular to the contours.</p> <p>Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all yarding corridors, tail/lift trees, and/or intermediate support trees shall be pre-designated and approved by the Authorized Officer. Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline.</p> <p>Yarding corridors will be approximately one hundred fifty (150) feet apart, measured at the tailholds, and shall be approved by the Authorized Officer.</p>

Designated Area	Yarding Requirements or Limitations
	<p>Landing size shall not exceed one-quarter (1/4) acre. Landings shall not be located directly above draws. Landings shall be designed with adequate drainage and shall be approved by the Authorized Officer.</p>
<p><u>TRACTOR /</u> <u>MECHANICAL</u> <u>HARVESTER UNIT</u></p> <p>1-3L</p>	<p>Whole tree yarding or yarding with tops attached to the last log is required in all tractor units. Delivered log length not to exceed forty-one (41) feet.</p> <p>Directional falling to lead and away from streams is required.</p> <p>Yarding tractor width will not be greater than nine (9) feet track width and will be equipped with an integral arch. Skid roads will not exceed a width of twelve (12) feet on average per unit.</p> <p>Existing Skid roads will be used when possible. New skid roads must be located on ground less than thirty-five (35) percent slope, be located outside the Riparian Reserve whenever possible and shall be approved by the Authorized Officer. New skid roads will be placed at least one hundred fifty (150) feet apart where topography will allow. Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all new skid roads will be pre-designated and approved by the Authorized Officer.</p> <p>Landing size shall not exceed one-quarter (1/4) acre. Landings shall not be located directly above draws. Landings shall be designed with adequate drainage and shall be approved by the Authorized Officer.</p> <p>The use of blades while tractor yarding will not be permitted; equipment shall walk over as much ground litter as possible.</p>

- (6) L-18 No logging activities shall be conducted in the portion of unit that is fragile gradient (FGR), as shown on Exhibit A, between October 15 of one calendar year and May 15 of the following calendar year both days inclusive.
- (7) L-18 No ground-based yarding, road maintenance, skid road ripping, temporary route construction, temporary route reconstruction, or temporary route decommissioning shall be conducted in Unit 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.
- (8) L-18 No hauling in the Contract Area shall be conducted 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.
- (9) L-23 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 pre-work 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.
- (10) L-25 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 roads, and tailhold, tieback, guyline, lift, and intermediate support trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

- (a) All skid roads and/or 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 contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road shall be limited to ten (10) feet, and cable yarding corridors 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 a color of paint to be determined at the Prewrite conference, by the Authorized Officer, above and below stump height 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 Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract.
- (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.

- (13) L-26M Before falling any trees in commercial thin harvest Unit 3-1L as shown on Exhibit A, the Purchaser shall conduct a sample mark as outlined in Exhibit E. Sample area size shall be approximately one 1 acre. Identification of leave trees may be done by flagging or paint as approved by the Authorized Officer. Additional marking may be required based on the results of the sample mark. Upon acceptance of the sample mark by the Authorized Officer, the Purchaser may proceed with operations.
- (14) L-28 In cable harvest units as shown on Exhibit A, the Purchaser shall make cable yarding road changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect advance reproduction and/or reserve trees and snags present on these areas.

(C) Road Construction - Maintenance - Use

- (1) RC-1a The Purchaser shall construct, improve and/or renovate all roads and other structures in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) RC-1b Prior to removal of any timber, except right-of-way timber, the Purchaser shall complete all construction, improvement, or renovation of structures and roads as specified in Exhibit C.
- (3) RC-1d The Purchaser shall not commence work on road renovation until receiving written notice to do so from the Authorized Officer or as specified in Exhibit C. Work shall be commenced no later than 3 days after such notice, and shall be completed within five months after such notice.
- (4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management and/or Oregon Department of Forestry, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in

Section 41(C)(9). The Purchaser shall pay current Bureau of Land Management rock wear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
32-6-13	.63	ODF	ASC
32-5-18 Seg. A	2.98	ODF	ASC
32-5-18 Seg. B - G	3.37	BLM	Native

- (5) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 41(C)(5) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (6) RC-2d The Purchaser shall be authorized to use other roads not included in Section 41(C)(5); provided, that in the use of such road(s), the Purchaser shall pay the Government current Bureau of Land Management road maintenance and/or rock wear fees for the particular surface type of the road(s) used.

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

In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of the timber purchased under this contract, together with an estimate of the volume to be hauled over such roads.

- (7) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in

Section 41(C)(5). The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (8) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (9) RC-3 In the use of roads No. 32-5-18 Seg. A, & 32-6-13, the Purchaser shall comply with the conditions of the Memorandum of Understanding dated 25 May, 2000 between the United States of America and Oregon Department of Forestry. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (10) 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.
- (11) RC-4 No logging or hauling operations on the contract area shall be undertaken until the Purchaser has secured from the appropriate official of the Oregon State Department of Forestry; Memorandum of Understanding, permission for the use of roads 32-5-18 A and 32-6-13 as shown on Exhibit C. No road use fees are required to be paid by the Purchaser under this permit. Prior to use of said roads the Purchaser shall furnish the Authorized Officer a copy of the permission document.
- (12) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures

when that vehicle or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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

Details shall include:

- (a) Axle weights when fully loaded.
- (b) Axle spacing.
- (c) Transverse wheel spacing.
- (d) Tire size.
- (e) Outside width of vehicle.
- (f) Operating speed.
- (g) Frequency of use.
- (h) Special features (e.g., running tracks, overhang loads, etc.)
- (i) The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(D) Environmental Protection

- (1) E-1 In addition to the requirement set forth in Section 25 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) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
 - (3) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within 150ft of streams 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. Use of fire suppression foam within 150ft of streams is prohibited.
 - (4) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall use sediment control measures on landings used within the wet season (October 15th through May 15th).
 - (5) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, skid trails, cable yarding corridors, and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, silt fencing, gravel pads, hay bales, small dense woody debris, seeding and/or mulching (with native species, certified weed free), to reduce sediment runoff as directed by the authorized officer.
 - (6) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall immediately following use, hand waterbar cable corridors within FGR classified areas that are on slopes in excess of 65%, and cable corridors that are above streams and could transport sediment into streams, as shown on exhibit A, as directed by the authorized officer.

- (7) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall as directed by the Authorized Officer decommission temporary routes following completion of current harvest and fuels treatments, prior to October 15th of the harvest season during dry soil conditions 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. Subsoil the entire width of the temporary route to a depth of eighteen (18) inches, and no further than thirty six (36) inches apart
 - (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.
- (8) E-2 The water bars to be constructed as required by Sec. 25(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
- (9) E-3 If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
- (10) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the

operation, and a determination is made that consultation or re-initiation 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.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.g. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event 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 species that have been discovered which were

identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

(E) Fire Prevention and Control

- (1) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

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

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

- ii. F-2b A round pointed size "0" or larger shovel in good condition shall be within fifty (50) feet of any power saw when in operation.
- iii. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- iv. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area, the Medford BLM District Office, Douglas Forest Protection Agency, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watch-service is required.
- v. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be

adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.

- vi. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- vii. F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- viii. 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.
- ix. F-5 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.

(F) Slash Disposal and Site Preparation

- (1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard

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

Prior to commencement of any operation under this Section F of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

- (a) SD-1a Lop and Scatter. Lop and scatter all slash in Unit concurrently with the normal felling operation. 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.
- (b) SD-1c Hand Piling. Hand pile and burn all slash located within one hundred (100) feet of road 32-5-18 where the road coincides with a harvest unit boundary in accordance with the following specifications:
 - i. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
 - ii. Pile all slash which is between one (1) inch and six (6) inches in diameter on the large end and exceeds three (3) feet in length.
 - ii. Piles shall be placed within unit boundaries, however, outside of roadways, turnouts, shoulders, or the cut bank. Finished piles shall be tight and free of earth.
 - iii. A five (5) foot by five (5) foot cover of 4 mm black plastic shall cap each handpile to maintain a dry ignition point. The cover shall be firmly fixed to the pile to hold it in place. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one half (1/2) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed

water. Height shall be no less than four (4) feet and no greater than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs or stumps; within ten (10) feet of any other pile or the trunk of the nearest living reserve tree. No portion of the pile will be under the crown of any living tree.

(c) SD-1d Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:

i. Units shall be piled and covered during the same season that they are logged.

(d) SD-1e LANDING SLASH Pile all slash situated in harvest unit landings and within twenty (20) feet of each finished pile. Slash shall be piled by machine or hand and piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth.

i. A ten (10) foot by ten (10) foot cover of 4 mm black plastic shall cap each pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place.

(2) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 41 (F)(1). In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing piles in units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.

(a) For igniting and burning piles in all harvest units, as shown on Exhibit S:

i. One (1) person to supervise crew(s) and equipment operators, and to serve as the Purchaser's representative.

ii. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel,

drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.

- iii. One (1) tractor operator.
 - iv. One (1) tank truck driver.
 - v. One (1) tractor operator (Caterpillar D6 or equivalent) equipped with straight solid blade.
 - vi. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.
 - vii. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated “Y” valves, six (6) one and one-half (1½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.
 - viii. Ten (10) drip torches, Forester Sealtite, or equivalent.
 - ix. All ignition operations will be supervised by a BLM representative.
- (b) Mop-up of all handpiles and landing piles in all harvest units as shown on Exhibit S.
- i. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser’s representative.
 - ii. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.

- iii. One (1) tractor operator.
- iv. One (1) tank truck driver.
- v. One (1) tractor (Caterpillar D6 or equivalent) equipped with straight solid blade.
- vi. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.

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

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

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit S as required in Section 41(H) for 450 work hours for each piled unit and piled landing as directed by the Authorized Officer within a ten (10)-day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released

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

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

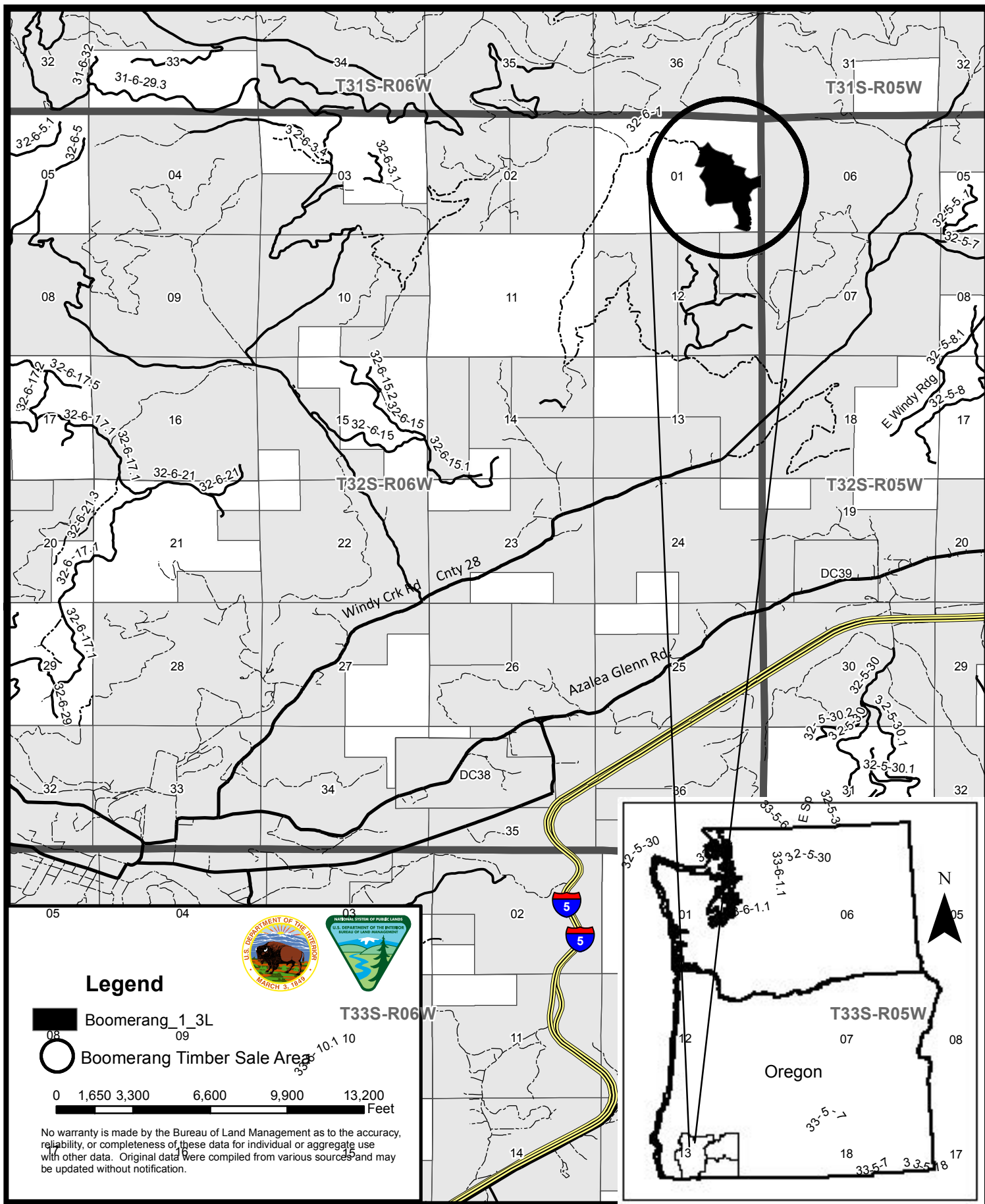
In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

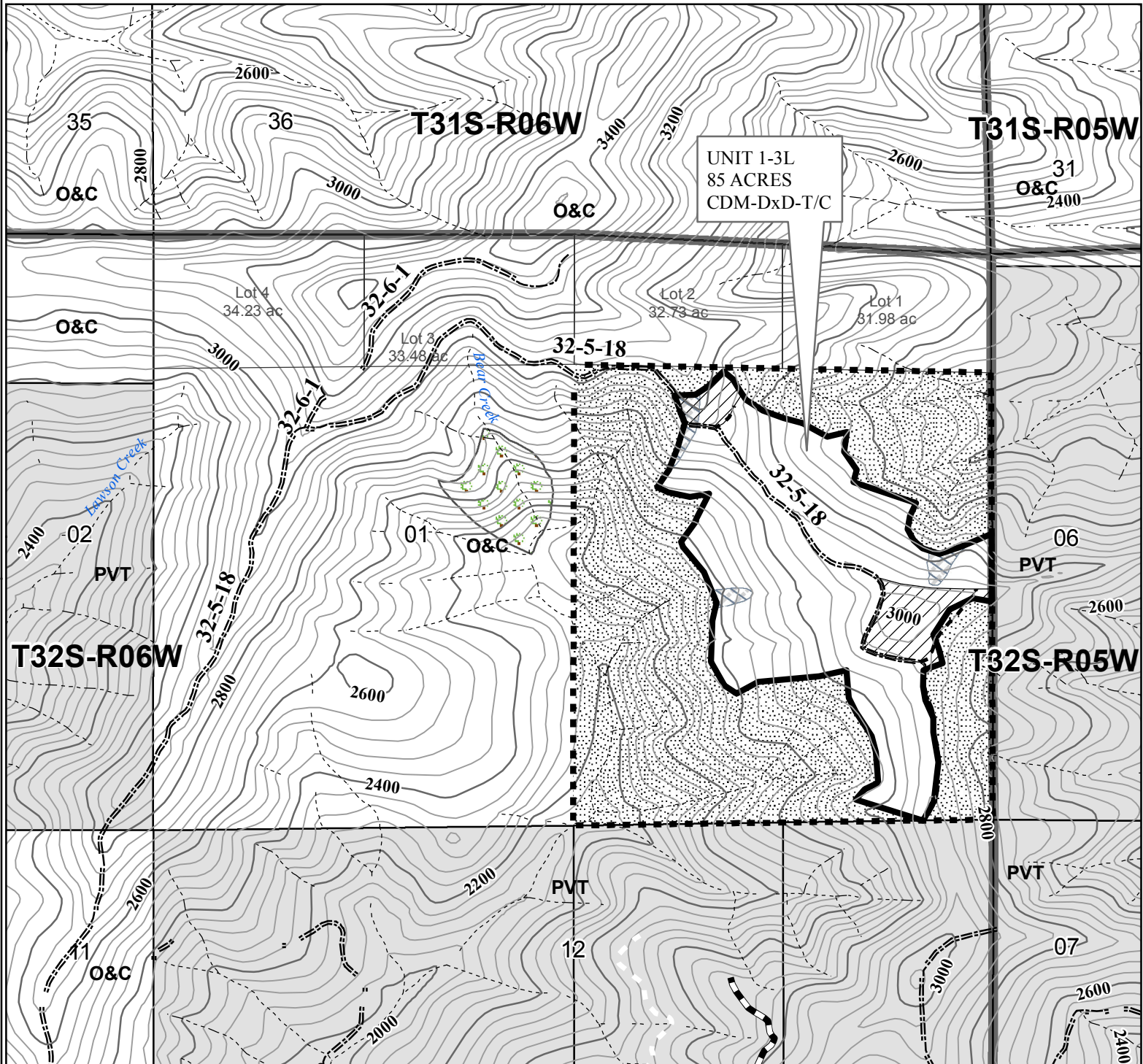
Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

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

DOUGLAS COUNTY

SALE LOCATION MAP





0 600 1,200 2,400 Feet
1 inch = 1,200 feet

40 FOOT CONTOUR INTERVAL

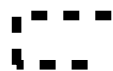


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

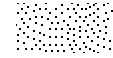


United States Department of the Interior
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504
(541) 618-2200


LEGEND



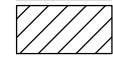
Contract Area Boundary



Reserve Area




Boomerang_1_3L




Ground_Based

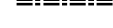
Roads Surface Type




Paved




Rocked




Natural Surface




Temporary/Reconstruction Routes




Intermediate 40-ft contour




Index 200-ft contour




Stream




Fragile Gradient Soil (FGR)



TPCC Withdrawn Land




Section




Township_Range

Ownership



BLM



Non-Federal




PVT

Private

O&C

BLM O&C Land

SUMMARY

CDM-DxD-T/C	COMMERCIAL DENSITY MANAGEMENT- DESIGNATION BY DESCRIPTION- TRACTOR (10 AC) AND CABLE YARD (75 AC)	85 ACRES
	TOTAL TIMBER SALE UNIT AREA	85 ACRES
	RESERVE AREA	155 ACRES
	TOTAL CONTRACT AREA	240 ACRES

LEGEND

Unit	Acres	Harvest Type	Logging System	RX
1-3L	85	CDM	C/T	DxD
Totals	85			

*ALL ACRES COMPUTED BY GPS TRAVERSE

*BOUNDARIES OF HARVEST UNITS ARE
POSTED AND PAINTED IN ORANGE

CDM= COMMERCIAL DENSITY MANAGEMENT

C = CABLE YARDING

T = TRACTOR

DXD = DESIGNATION BY DESCRIPTION

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

Contract No.: ORM07-TS-12-10
Sale Name: Boomerang
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	\$115.20
White fir	MBF	\$33.10

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

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	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.

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

Net scale. The allowable variance is as follows:

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

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

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

G. Accountability

1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.

2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 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 Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1-3L	85	12.5	1063	\$1,240.74	\$105,462.90
Sale Total	85	12.5	1063	\$1,240.74	\$105,462.90

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

Instructions:

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

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

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

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

Instructions:

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

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

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

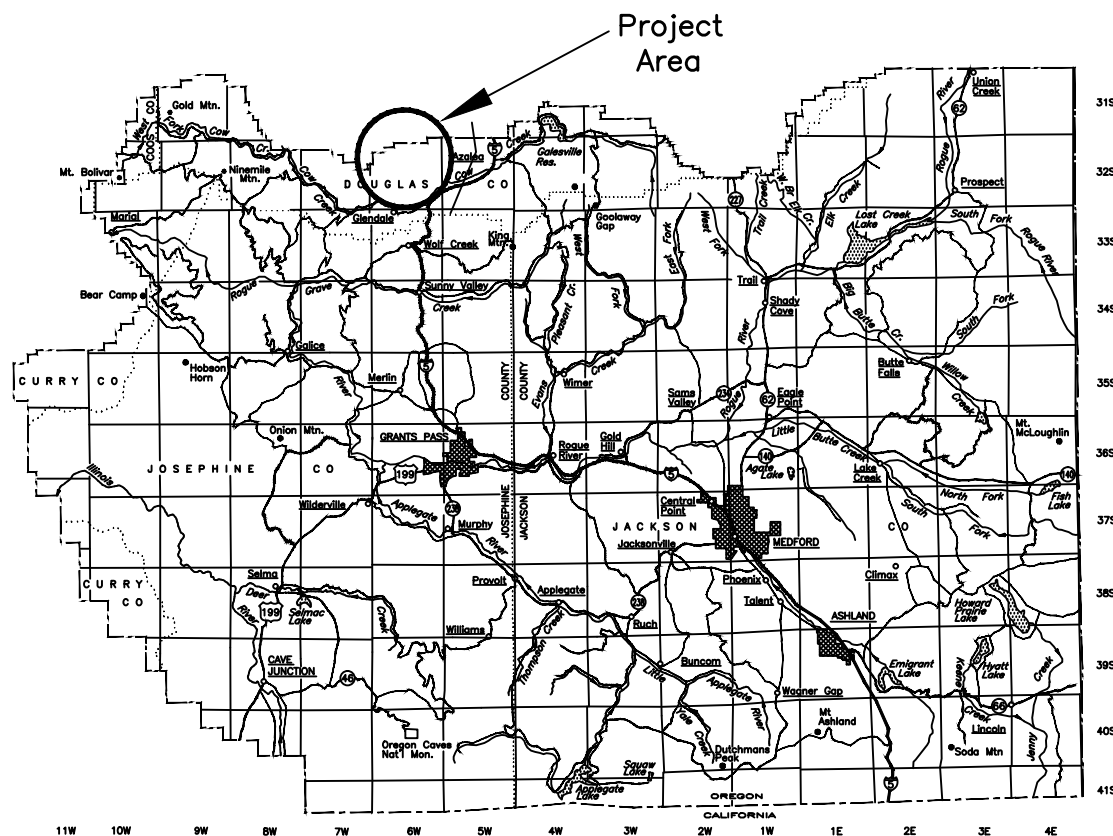
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT

Boomerang TIMBER SALE

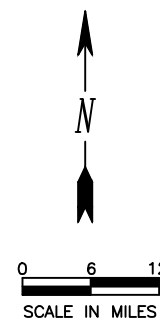
TRACT NO. TS12-10

EXHIBIT C _1_
SHEET _1_ OF _1_

Exhibit No.	Description
C1	TITLE SHEET
C2	ROAD LOCATION MAP
C3	ESTIMATE OF QUANTITIES SHEET
C4	SPECIFICATION SHEET
C5	TYPICAL ROAD DATA SHEET
C6	ROADSIDE BRUSHING DETAIL
C7	DRAIN DIP CONSTRUCTION DETAIL
C8	ROAD RENOVATION WORK LIST
C9	SPECIAL PROVISIONS & WRITTEN SPECS
D1	ROAD MAINTENANCE MAP
D2	ROAD MAINTENANCE SPECIFICATIONS



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REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
TITLE SHEET			
DESIGNED			
REVIEWED			
APPROVED			
DRAWN:	DWW	SCALE AS SHOWN	
DATE	April 2012	SHEET 1 OF 1	
DRAWING NO. OR-11-9113.4-1			

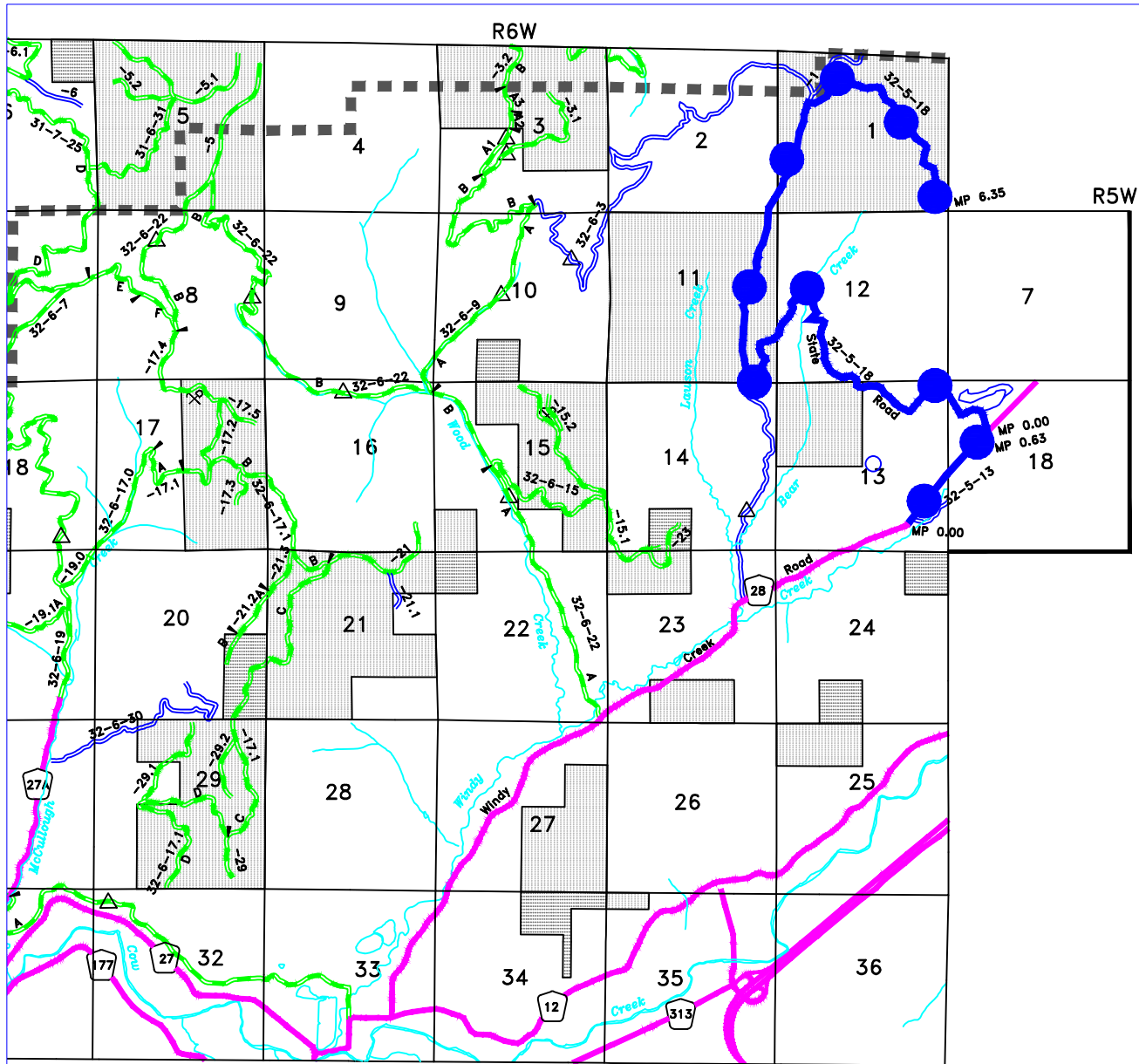


EXHIBIT C-2 Boomerang Timber Sale Vicinity Map

●—● Roads to be Renovated

REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON			
Vicinity Map			
DESIGNED			
REVIEWED			
APPROVED			
DRAWN:	DWW	SCALE	AS SHOWN
DATE	April 2012	SHEET	1 OF 1
DRAWING NO.	OR-11-9113.4-1		

EXHIBIT C 3
SHEET 1 OF 1

ROAD NUMBER	FROM	TO	LENGTH	CLEARING AND GRUBBING	EXCAVATION		CORRUGATED METAL PIPE										RENOVATION	WATERDIPS	WATERBARS	LOD'S	AGGREGATE **				SOIL STABILIZATION	ROADSIDE BRUSHING	ROAD BARRICADE	DISCONTINUOUS RIPPING
					ROCK	COMMON	SIZE				ELBOWS	DOWNSPOUT FULL ROUND			CRUSHED	CRUSHED BASE						EXISTING STOCKPILE						
							18"	24"	30"	36"		18"	24"															
SPECIFICATION NO. →				200	300	300	400	400	400	400	400	400	400		500				1200	1000			1800	2100				
UNIT →	MP	MP	MILE	ACRE	C.Y.	C.Y.	L.F.	L.F.	L.F.	L.F.	EA.	L.F.	L.F.		MILE	EA.			C.Y.	C.Y.		C.Y.	ACRE	MILE				
ALL ROADS																						0						
32-5-13	0.00	0.63	0.63	0	0	0	0	0	0	0	0	0	0		0.63	0			75		0		0.63					
32-5-18 SEG. A - G	0.00	6.35	6.35												6.35				50				6.35					
																						0						

ITEM 900		ITEM 1000		ITEM 1200	
<u>SIZE</u>	<u>GRADE</u>	<u>SIZE</u>	<u>GRADE</u>	<u>SIZE</u>	<u>GRADE</u>
4 inch	A	3 inch	A,F	1 1/2inch	C,C-1
3 inch	B	2 inch	B,C,G	1 inch	D,F
2 inch	C	1 1/2 inch	D	3/4inch	E,E-1
1 1/2 inch	D	1 inch	E		

TB** = Trench Barricade
 **Work to be preformed by Purchaser after use.
 LOD = Lead Out Ditch

FOR INFORMATIONAL USE ONLY,
QUANTITIES SHOWN ARE NOT PAY ITEMS.

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REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
<i>ESTIMATE OF QUANTITIES*</i>			
DESIGNED _____			
REVIEWED _____			
APPROVED _____			
DRAWN _____		SCALE NONE	
DATE _____		SHEET 1 OF 1	
DRAWING NO. _____		OR-11-9113.4-2	

EXHIBIT C 4
SHEET 1 OF 1

NOTES

- ### 1. EXTRA SUBGRADE WIDTHS
- Add to each fill shoulder 1 ft. for fills of 1–6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of all curves as follows:
- When the degree of curve equals:
- | | |
|-------|-----------|
| 7–21 | add 1 ft. |
| 22–35 | add 2 ft. |
| 36–48 | add 3 ft. |
| 49–64 | add 4 ft. |
| 65–96 | add 5 ft. |

[illegible]

common	1/2 : 1	1 1/2 : 1
soft rock & shale	1/2 : 1	1 1/2 : 1
solid rock	1/2 : 1	angle of repose

2. SURFACING TYPES

- A. Pit run rock
- B. Grid rolled rock material
- C. Screened rock material
- D. Crushed rock material

3. TURNOUTS

- A. Width 10 ft. in addition to subgrade width, or as shown on the plans.
- B. Located approximately as shown on the road plans.
- C. Invisible and not more than 750 ft. apart.

4. SURFACING

Turnouts, curve widening and road approach aprons shall be surfaced.

5. CLEARING WIDTH

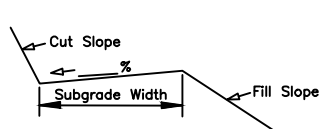
See subsection 2100

REV. NO.	DESCRIPTION	DATE	APPROV
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		

*SPECIFICATION
SHEET*

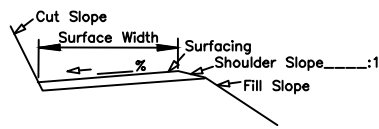
DESIGNED BLM
REVIEWED _____
APPROVED _____

DRAWN	RAP	SCALE	NONE
DATE	5-1-12	SHEET	1 OF 1
DRAWING NO.		OR-11-9113.4-3	

[illegible]

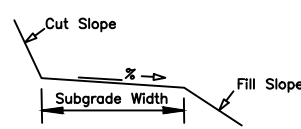
TYPICAL GRADING SECTION

TYPE 1



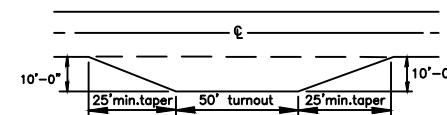
TYPICAL SURFACING SECTION

TYPE 2

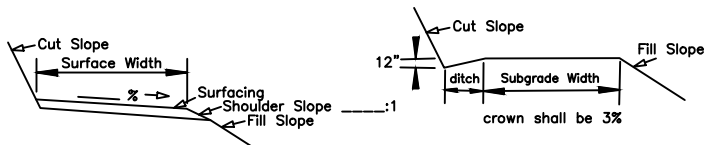


TYPICAL GRADING SECTION

TYPE 3

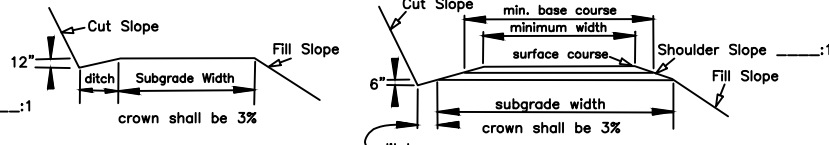


TYPICAL TURNOUT
PLAN VIEW



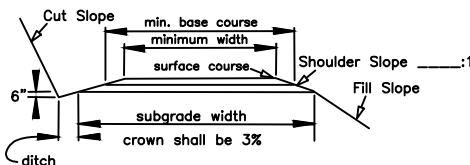
TYPICAL SURFACING SECTION

TYPE 4



TYPICAL GRADING SECTION

TYPE 5



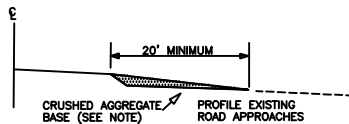
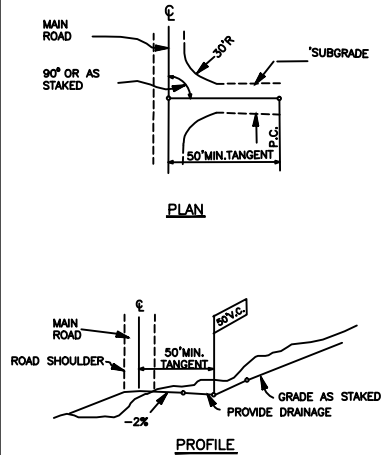
TYPICAL SURFACING SECTION

TYPE 6

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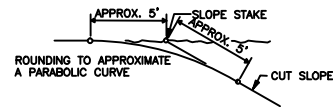
EXHIBIT C 5 SHEET 1 OF 1

TYPICAL ROAD APPROACHES

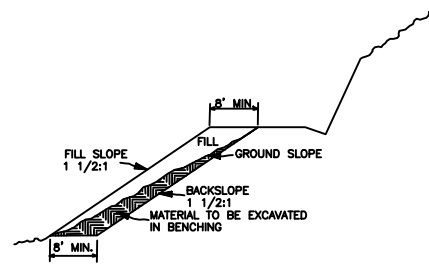


TYPICAL SURFACING SECTION

- NOTES:
1. THE PROFILE OF EXISTING APPROACH ROADS SHALL BE TAPERED TO MEET THE SHOULDER LINE OF THE MAIN ROADWAY AND SHALL RECEIVE THE SAME WEARING SURFACE.
 2. THE CRUSHED AGGREGATE BASE SHALL BE OF THE SAME GRADATION AS USED IN THE ADJACENT ROADBED.
 3. APPROACHES SHALL BE FINISHED WITH THE SAME TREATMENT AS SHOWN FOR THE ADJACENT ROADBED.



CUT SLOPE ROUNING

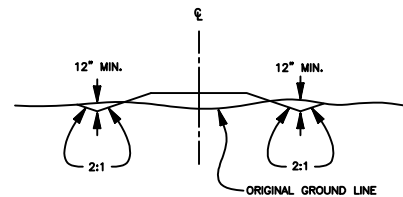


TYPICAL RANDOM FILL

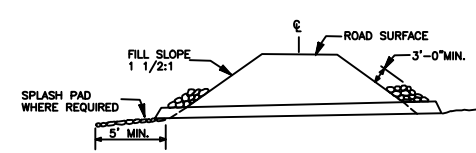
ROAD FILL AND RANDOM FILL TO BE COMPACTED AS INDICATED IN EXHIBIT C SECTION 300

SPECIAL COMPACTION TYPICAL BENCHING SECTION

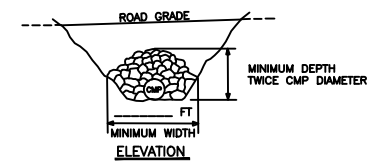
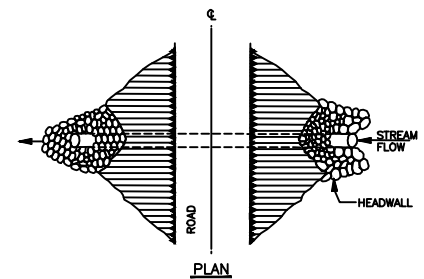
8' MIN. FILL SLOPE 1 1/2:1 FILL GROUND SLOPE BACKSLOPE 1 1/2:1 MATERIAL TO BE EXCAVATED IN BENCHING 8' MIN.



TYPICAL ROAD SECTION FOR TURNPIKE CONSTRUCTION

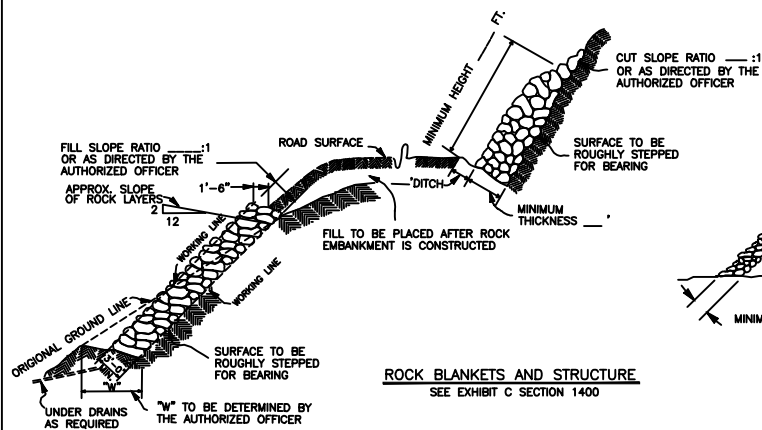


CROSS SECTION



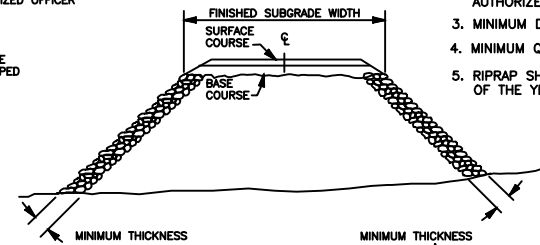
NOTES: RIPRAP AT CULVERTS

1. RIPRAP SHALL BE PLACED IN SUCH A MANNER THAT IT WILL NOT DAMAGE THE CULVERT.
2. TRENCHING WILL BE DONE AS REQUIRED BY THE AUTHORIZED OFFICER.
3. MINIMUM DEPTH OF SPLASH PADS SHALL BE _____ FT
4. MINIMUM QUANTITY SHALL BE _____ CY PER CMP.
5. RIPRAP SHALL BE PLACED BEFORE OCTOBER FIRST OF THE YEAR THE CMP IS INSTALLED.



ROCK BLANKETS AND STRUCTURE

SEE EXHIBIT C SECTION 1400

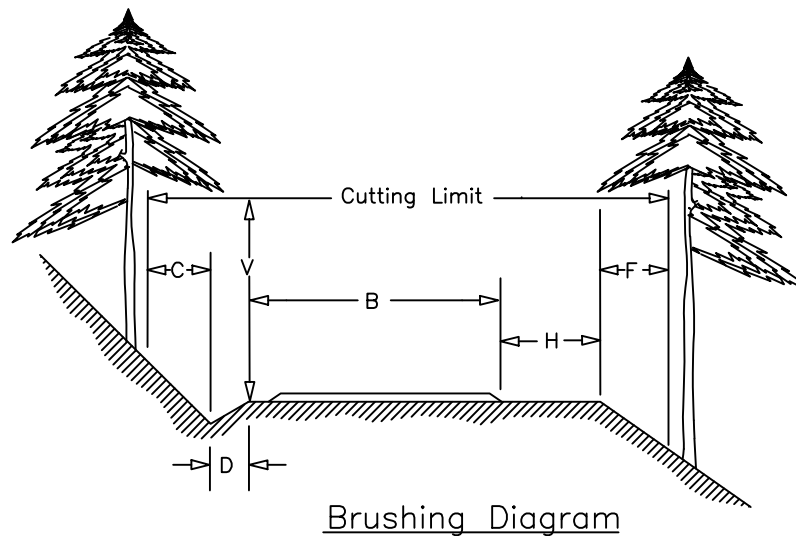


SLOPE PROTECTION ROCK

SEE EXHIBIT C SECTION 1400

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REV. NO.	DESCRIPTION	DATE	APPROVED
	UNITED STATES DEPARTMENT OF THE INTERIOR		
	BUREAU OF LAND MANAGEMENT		
	MEDFORD DISTRICT	MEDFORD, OREGON	
TYPICAL ROAD DATA			
DESIGNED	BLM		
REVIEWED			
APPROVED			
DRAWN	RAP	SCALE	NONE
DATE	4-30-12	SHEET	1 OF 1
DRAWING NO. OR-11-9113.4-4			



$$\text{Cutting Limit} = C + D + B + H + F$$

B = Basic lane width (includes turnouts)
Width shall be determined by the PI

C = 4 ft – Distance to be brushed on cut slope
beyond centerline of ditch

D = Centerline of ditch to inside shoulder

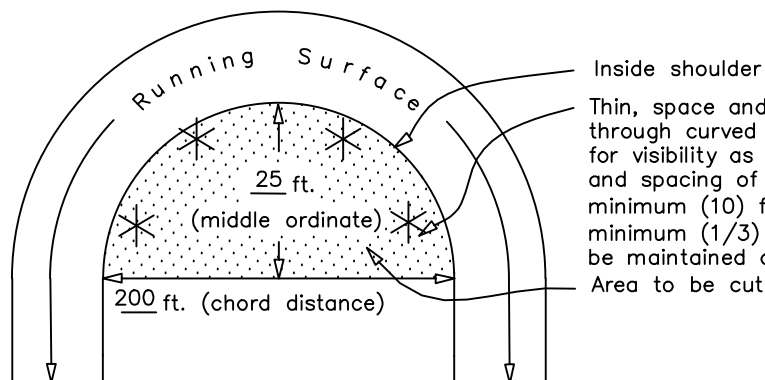
H = Variable distance between edge of basic lane and
outside shoulder (does not include turnout widths)

F = Distance to be brushed on fill slope beyond outside shoulder
(F = 4 when H is 4 ft or less)
(F = 0 when H is greater than 4 ft)

V = 14 ft – Height of vertical cutting limit

Typical Basic lane widths

One lane low traffic volume 12 to 16 ft
One lane medium traffic volume . . 16 to 20 ft
Two lane high volume traffic 20 to 40 ft
Turnouts 10 ft



Thin, space and prune trees
through curved sections of road
for visibility as shown. Thinning
and spacing of trees shall be a
minimum (10) feet apart. A
minimum (1/3) tree crown shall
be maintained on any pruned tree.
Area to be cut

NOTES:

Cutting and Removal of vegetation
from ditches and roadway is incidental
to brushing within cutting limits.

All distances shown are horizontal except for V

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REV.	NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
<i>ROADSIDE BRUSHING DETAIL</i>				
DESIGNED	BLM			
REVIEWED				
APPROVED				
DRAWN	RRB	SCALE	NONE	
DATE	5-1-12	SHEET	1 OF 1	
DRAWING NO.	OR-11-9113.4-23			

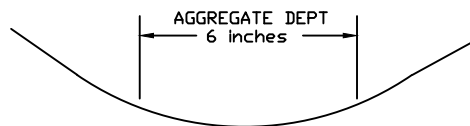
DRAINAGE DETAILS

DO NOT INTERCEPT DITCH WATER WHERE DRAIN DIPS OR OSD ARE DESIGNATED IN DITCHED SECTIONS.

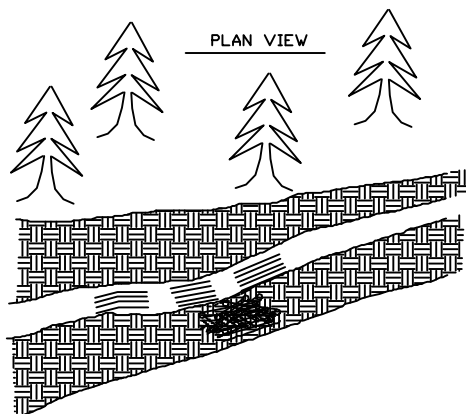
SLASH SHALL BE PLACED ON FILLSLOPES TO A DEPTH OF 12", AT LOWEST POINT IN DRAIN DIP OR OUTSLOPE DRAIN AND, EXTEND A MINIMUM OF 9' EACH WAY. THIS APPLYS TO ALL NEW AND RESHAPED DIPS THAT ARE WITHIN ALL CLEARING LIMIT AREAS.

OUTSLOPE DRAIN DETAILS

PROFILE VIEW

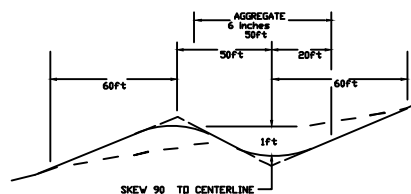


PLAN VIEW



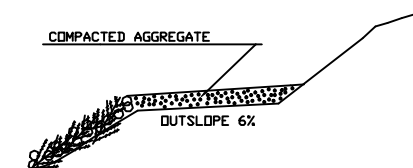
LOW BOY DRAIN DIP

DESIGN FOR ROADS WHERE CRITICAL VEHICLE IS A LOWBOY WITH GRADES (0 - 7%)



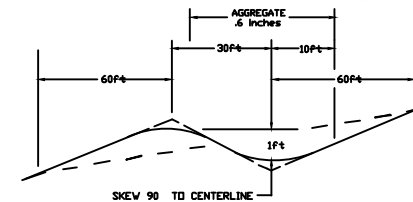
OUTSLOPE DRAIN & DRAIN DIP

COMPACTED AGGREGATE

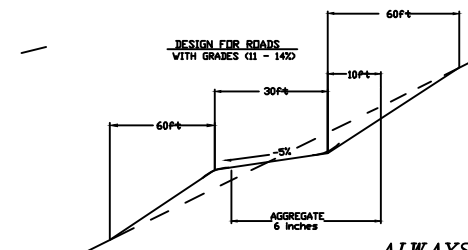


DRAIN DIPS DETAILS

DESIGN FOR ROADS WITH GRADES (0 - 10%)



DESIGN FOR ROADS WITH GRADES (11 - 14%)



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REV.	NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
<i>Drainage Details</i>				
DESIGNED				
REVIEWED				
APPROVED				
DRAWN:	DWW	SCALE	AS SHOWN	
DATE	April 2012	SHEET	1	OF 1
DRAWING NO.	OR-11-9113.4-1			

Boomerang Road Renovation Worklist

Exhibit C-8

Page 1 of 1

32-5-13

<u>MP</u>	<u>Worklist</u>
------------------	------------------------

0.00	Leave county paved road. Begin (Bgn) blading, watering and rolling. Scarify potholes. Bgn brushing existing road prism. Place and compact 75 cy crushed rock as staked by Engineer.
0.03	36" CMP
0.05	Junction Right 32-6-13
0.22	18" Plastic Pipe
0.42	18" Plastic Pipe
0.48	18" Plastic Pipe
0.51	18" Plastic Pipe
0.56	Windy Creek Park Right
0.63	36" CMP
0.63	End blading and brushing existing roadway.
	End Renovation of the 32-5-13.

32-5-18 Seg. A - G

<u>MP</u>	<u>Worklist</u>
------------------	------------------------

0.00	Bgn blading, watering and rolling. Bgn brushing existing road prism. Clean and brush all culvert inlets and outlets. Clean all water dips. Bgn cleaning ditch line and bunch and haul material.
0.13	Gate
0.29	Remove 5cy slide and end haul to designated location.
0.42	Spur road right.
1.06	Jct state road right
1.92	Begin place and compact 50 cy pit run
1.98	End place and compact 50 cy pit run
2.28	Remove 30cy slide and end haul to designated location.
2.49	Remove 10 cy slide and end haul to designated location.
3.02	Jct state road left.

32-5-18 Seg. A - G

<u>MP</u>	<u>Worklist</u>
------------------	------------------------

3.09	Waste disposal area.
3.74	Waste disposal area.
3.82	Waste disposal area.
4.84	Jct with barricaded road left. Waste disposal site.
5.11	Remove 30cy slide. End haul to mile post 6.05. Spread material on shoulder and seed and mulch with native seed and weed free mulch.
6.05	Waste disposal area located outside riparian.
6.19	Remove tree from road.
6.35	End blading and brushing existing roadway.
	End Renovation of the 32-5-18.

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

ROAD SPECIFICATIONS

INDEX

100	GENERAL
500	RENOVATION OF EXISTING ROADS
600	WATERING
2100	ROADSIDE BRUSHING

GENERAL - 100

*101 - Pre work Conference(s):

A pre work conference will be held prior to the start of new construction, improvements, reconstruction, and surfacing 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).

*102 - Definitions:

AASHTO - 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.

Base Course - 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.

Culvert - 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.

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

Embankment - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to sub grade.

End Haul - Excavated material moved, other than by dozer, to an embankment or waste area to prevent side casting material outside of the road prism.

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

Grading - Leveling to grade, shaping and smoothing of a road sub grade; 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.

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

Purchaser - 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.

Reasonably Close Conformity - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

Roadbed - 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.

Road Improvement - 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.

Roadway - 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.

Scale - 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.

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

Shoulder - 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.

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

Specific Gravity - 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.

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

Sub base - Reinforcement of the sub grade with large particles of pit run or crushed stone. Usually confined to roads having wet sub grades or sub grades with weak support characteristics.

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

Sub grade - 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.

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

Typical Cross Sections - 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.

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

Geotextile Definitions:

Abrasion Resistance - The ability of a fabric surface to resist wear by friction.

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

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

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

Non woven Geotextile Material - A textile structure produced by bonding or interlocking of fibers, or both, accomplished by mechanical, or chemical means.

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

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

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

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

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

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

Reinforcement - Strengthening of concrete with iron bars or mesh: geotextile with geotextile material inclusion: sub grade with aggregate: etc.

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

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

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

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

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

Unaged Cloth - Cloth in condition received from the manufacturer or distributor.

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

102a - Tests Used in These Specifications:

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.

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 cohesion less soils.

DMSO (dimethyl sulfide) - Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

*103 - Compaction equipment shall meet the following requirements:

*103h - Other. Compaction equipment approved by the Authorized Officer.

RENOVATION OF EXISTING ROADS - 500

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

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

502 - 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 or metal tags at the following locations:

Road No.	From	To
32-6-18 Seg. A - G	0.00	6.35

Road No.	From	To
32-6-13	0.00	0.63
Total Miles		6.98

- 502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 506 - The inlet end of existing drainage structures 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.
- 509 - The finished grading shall be approved by the Authorized Officer. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

WATERING - 600

- *601 - This work shall consist of hauling and applying water, from a commercial water source, required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.
- *602 - Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- *603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- 605 - The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

ROADSIDE BRUSHING - 2100

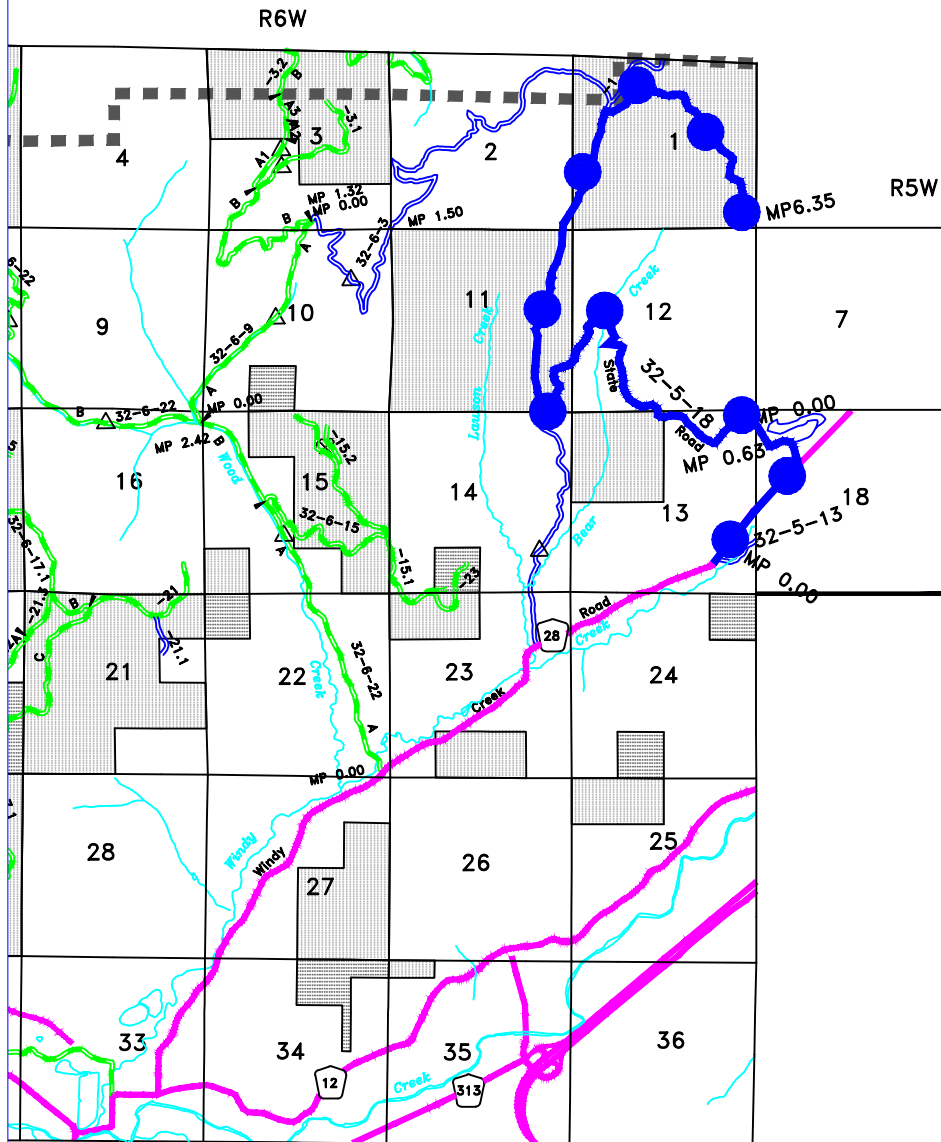
- *2101 - This work shall consist of the removal of vegetation from the road prism - variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet C – 9 of this exhibit, at designated locations as shown in the plans.

- 2102 - Roadside brushing shall be performed mechanically with self powered, self-propelled equipment and or manually with hand tools, including chain saws.
- 2103 - Vegetation cut manually and or mechanically less than 6 inches in diameter when measured at D.B.H. 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 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 inch above the ground and running surface. All limbs will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- 2104 - Trees in excess of 6 inches in diameter D.B.H. shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the sub grade of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 - Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the sub grade shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 2 feet in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance and or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 2 feet in height shall be cut within these areas.
- 2108 - Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 - Debris resulting from this operation shall be scattered down slope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by Authorized Officer.
- 2113 - Roadside brushing shall be accomplished as shown on the plans and as listed below:

Road No.	From	To
32-5-13	0.00	0.63
32-6-18 Seg. A - G	0.00	6.35

- 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.

EXHIBIT D-1 Boomerang Timber Sale Road Location Map



—●—●— Purchaser Maintenance

REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		
<i>Maintenance Map</i>			
DESIGNED			
REVIEWED			
APPROVED			
DRAWN:	DWW	SCALE	AS SHOWN
DATE	April 2012	SHEET	OF
DRAWING NO.	OR-11-9113.4-1		

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C) (4) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403, 3404, and 3408.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non maintained or non cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE 3100

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

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

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

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

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

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

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

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

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. * Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel and/or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

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

- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions (Sections 3000, 3100, 3200, and 3300 of the maintenance specifications) have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

- 3302 - The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

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

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 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. Repair required under this section is not considered maintenance and shall be repaired at the Purchaser's expense.

- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF (10 truckloads) of timber or 120 yds² of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

32-5-13	0.00	0.63

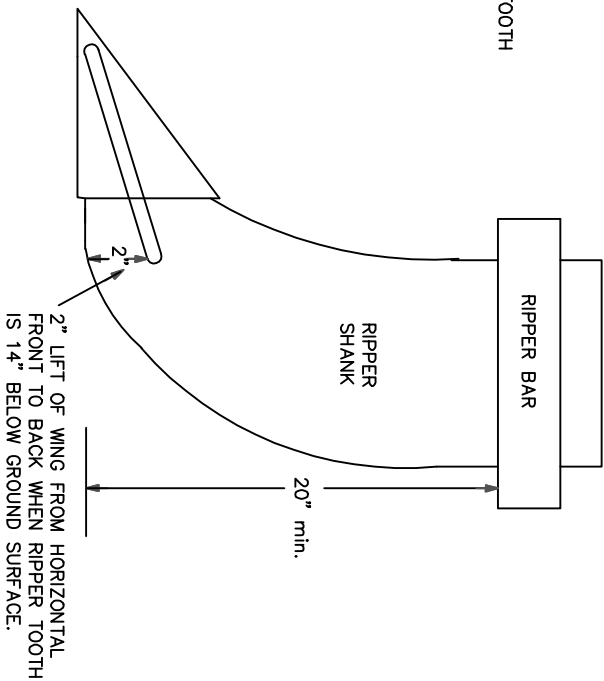
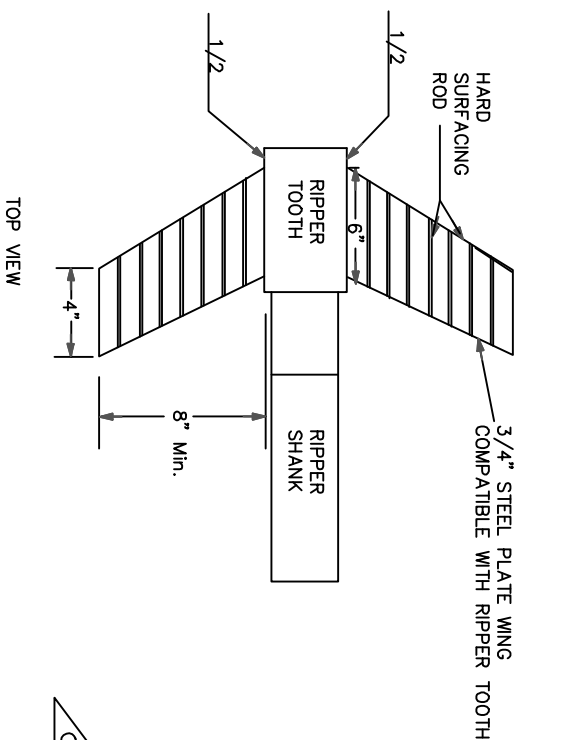
During drought periods when the transportation of water from the source to the roads noted above exceeds 12 miles, a reduction shall be made in the total purchase price to reflect the additional haul, based on equipment rental rates from current BLM Timber Appraisal Production Cost Schedules.

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

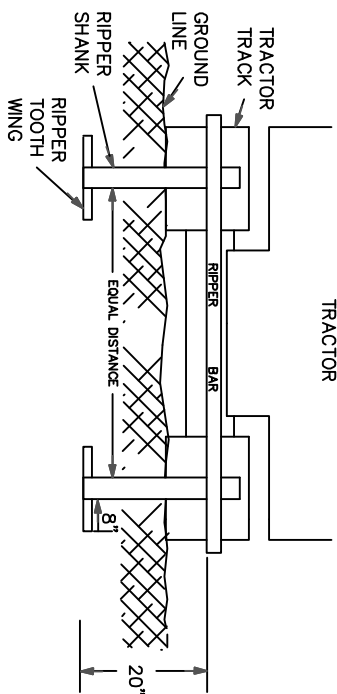
- 3408 - Dust palliatives shall be applied by distribution equipment designed, equipped, maintained, and operated, in a manner that the material is uniformly applied on variable widths of surface at readily determined and controlled rates. All equipment shall be of a standard commercial type that will provide satisfactory performance.

Sawlog Removal by Designation by Description (DxD)

- Contractor shall propose and flag cable corridors and skid trails. After approval of corridors and skid trails, **Contractor shall mark 1 Acre in the unit** following requirements below and as described in Section 6.0 Technical Requirements, Schedule B. Government approval of marking is required prior to any falling of trees. Additional trees may be designated by the Government as leave or take during the inspection.
- Remove all white fir less than ten inches (10") dbh. If this removal would leave a gap without a conifer(s) greater than eight (8) inches DBH of more than forty feet (40'), retain the largest white fir.
- Remove all conifers (see species to be retained below) that meet merchantable specifications in Exhibit B that are within twenty-two feet (22') **slope distance** of another live conifer with a larger stump diameter (diameter of tree measured four inches above the ground on the uphill side of the tree). Beyond the twenty-two feet (22') **slope distance** spacing, leave the next closest conifer with the largest stump distance and repeat the spacing mark. For trees with two stems, stump diameter shall determine whether the tree is a take or leave tree. Do not exceed forty feet (40') **slope distance** from another conifer leave tree. Cable corridors and skid road are to be included in this maximum 40' slope distance between conifer leave trees.
- Retain all conifers with a stump diameter of twenty-seven (27) inches or greater.
- For purposes of treating these units subtract two inches (2") from the stump diameter of white fir trees when deciding which trees to retain.
- Retain all unit boundary trees.
- Retain all orange marked trees within unit boundaries.
- Retain all pine, cedar, and hemlock.
- Unit boundary trees, trees with a stump diameter greater than twenty-seven (27) inches, orange marked trees; pine, hemlock or cedar may be included in the spacing **IF** they would be selected based on stump diameter.
- Retain all hardwoods greater than twelve (12) inches DBH. Do not include in spacing.
- Retain all non-hazardous snags and pre-existing down material greater than sixteen inches in diameter at the large end.



TYPICAL RIPPER POSITION



SIDE VIEW

- NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION
1. USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
 2. WELD THAT ATTACHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
 3. RIPPER SHANKS AND RIPPER TEETH MAY BE NEW OR USED.
 4. WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

WING RIPPER DETAIL

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

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



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

District : Medford	Contract # : ORM07-TS-12-10
Sale Name : Boomerang	Job File # : M11281
Sale Date : 06/28/2012	Master Unit : Josephine
Appraisal Method : 16' MBF	Planning Unit : Grants Pass

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Stump to Truck Costs	7
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Consolidated Comments	9

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

Medford
Boomerang
ORM07-TS-12-10

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	32S	6W	1	S1/2NE1/4, SE1/4

Cutting Volume (16' MBF)

Unit	DF	WF							Total	Regen	Partial	ROW
1-3L	856	207							1,063	0	85	0
Totals	856	207							1,063	0	85	0

Logging Costs per 16' MBF

Stump to Truck	\$	193.34
Transportation	\$	28.63
Road Construction	\$	37.25
Road Amortization	\$	0.00
Road Maintenance	\$	5.80

Other Allowances :

Fuels Treatment	\$ 9.43
Misc	\$ 0.17
Other Costs	\$ 3.89
Total Other Allowances :	\$ 13.50

Profit & Risk

Total Profit & Risk	8 %
Basic Profit & Risk	7 % + Additional Risk 1 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 69 bf	All : 71 bf
Recovery	Douglas-fir : 93 %	All : 92 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		13
Avg Yarding Slope		45 %
Avg Yarding Distance (feet)		264
Avg Age		90
Volume Cable		87 %
Volume Ground		13 %
Volume Aerial		0 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		0.00
Road Decommission Stations		0.00

Cruise

Cruised By	Caulfield, Dowding, Franks
Date	12/14/2011
Type of Cruise	PCMTRE
County, State	Douglas, OR

Net Volume

Green (16' MBF)	1,063
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$797.25

Total Logging Costs per 16' MBF

\$ 278.52

Utilization Centers

Center #1 : Glendale	12 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	12

Length of Contract

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months

UNITED STATES
DEPARTMENT OF THE INTERIOR
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Medford
Boomerang
ORM07-TS-12-10

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	2,797	856	\$ 428.00	\$ 34.24	\$ 278.52			\$ 115.20	\$ 98,611.20
WF	613	207	\$ 330.64	\$ 26.45	\$ 278.52			\$ 33.10	\$ 6,851.70
Totals	3,410	1,063							\$ 105,462.90

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				71.0	29.0	1.0
White Fir				66.0	31.0	3.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
White Fir		

Appraised By : Franks, Annie	Date : 12/19/2011
Area Approval By : Caulfield, Dave	Date : 04/26/2012
District Approval By :	Date :

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Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	2,797	856	696	1,507
White Fir	613	207	172	358
Total	3,410	1,063	868	1,865

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,151	3,410	337	17.0	1,138	16,057	71

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
16,057	229	16,286	4.8	1,063	1,151	92 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
918	2,797	328	17.0	908	13,147	69

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
13,147	81	13,228	4.7	856	918	93 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1-3L		85		85
Totals :		85		85

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Exhibit B

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

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

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	856		
White Fir	207		
Sale Totals	1,063		

Unit Details (16' MB)

Unit	1-3L	85 Acres	Value per Acre : \$0.00
Species	Net Volume	Bid Price	Species Value
Douglas-fir	856		
White Fir	207		
Unit Totals	1,063		

**UNITED STATES
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BUREAU OF LAND MANAGEMENT
Volume Summary**

Medford
Boomerang
ORM07-TS-12-10

Sale Volume Totals

85 Acres 0 Regen 85 Partial 0 R/W 1 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	2,797	13,147	81	856	908	918	696	738	745	1,507	1,595	1,611
White Fir	613	2,910	148	207	230	233	172	190	194	358	397	405
Totals	3,410	16,057	229	1,063	1,138	1,151	868	928	939	1,865	1,992	2,016

Unit Totals

Unit : 1-3L 85 Acres 0 Regen 85 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,797	13,147	81	918	908	856
White Fir	613	2,910	148	233	230	207
Unit Totals	3,410	16,057	229	1,151	1,138	1,063

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Boomerang
ORM07-TS-12-10

Stump to Truck Costs

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 205,517.65	1,063	\$ 193.34

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Med Twr=40-70	MBF	991	\$ 183.80	\$ 182,145.80
Track Skidder	MBF	147	\$ 151.31	\$ 22,242.57
Subtotal				\$ 204,388.37

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Directional Falling	hour	32	\$ 35.29	\$ 1,129.28
Subtotal				\$ 1,129.28

Additional Move-Ins

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

**UNITED STATES
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Medford
Boomerang
ORM07-TS-12-10

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$14,352.20	1,063	\$13.50	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 3	\$ 6,577.20	\$ 6.19	N	\$ 0.00
Hand Pile Brn-Level 3	\$ 730.80	\$ 0.69	N	\$ 0.00
Lop and Scatter-Lvl 3	\$ 2,720.20	\$ 2.56	N	\$ 0.00
Subtotal	\$ 10,028.20	\$ 9.43		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Sample Marking	\$ 57.00	\$ 0.05	N	\$ 0.00
Waterbar Corridors	\$ 128.00	\$ 0.12	N	\$ 0.00
Subtotal	\$ 185.00	\$ 0.17		\$ 0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Temporary Spur Construction	\$ 600.00	\$ 0.56	N	\$ 0.00
Skid Location	\$ 64.00	\$ 0.06	N	\$ 0.00
Skid Construction	\$ 150.00	\$ 0.14	N	\$ 0.00
Waterbar Skids	\$ 75.00	\$ 0.07	N	\$ 0.00
Ripping	\$ 150.00	\$ 0.14	N	\$ 0.00
Barricades	\$ 75.00	\$ 0.07	N	\$ 0.00
Landing Construction	\$ 1,125.00	\$ 1.06	N	\$ 0.00
Landing Clean up	\$ 1,125.00	\$ 1.06	N	\$ 0.00
Equipment Washing	\$ 192.00	\$ 0.18	N	\$ 0.00
Stream and Culvert Cleaning	\$ 96.00	\$ 0.09	N	\$ 0.00
Additional Tractor Time	\$ 300.00	\$ 0.28	N	\$ 0.00
Hand Seeding @ 17 lb seed per hour	\$ 83.00	\$ 0.08	N	\$ 0.00
Mulching (2 hours/5 bales)	\$ 104.00	\$ 0.10	N	\$ 0.00
Subtotal	\$ 4,139.00	\$ 3.89		\$ 0.00

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

**UNITED STATES
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BUREAU OF LAND MANAGEMENT
Consolidated Comments**

Medford
Boomerang
ORM07-TS-12-10

General

Yarding & Loading

Stump to Truck:
Med Twr=40-70: Diesel @ \$3.70/gallon
Track Skidder: Diesel @ \$3.70/gallon
Other Yard & Loading Costs:
Directional Falling: Estimate no more than 32 hours to directionally fall

Road Costs

(see Engineering Appraisal for details).

Transportation

(see Transportation appendix for details).

Other Allowances

Other Costs:
Temporary Spur Construction: Estimate no more than 8 hours for temporary spur construction (Temp spur 1-3A and 1-3B)
Skid Location: Estimate no more than 4 hours for skid location
Skid Construction: Less than 11 acres of tractor
Waterbar Skids: Estimate no more than 1 hour to waterbar skids
Ripping: Estimate no more than 1 acre of ripping
Barricades: Estimate no more than 1 hour for barricades
Landing Construction: Estimate no more than 15 hours for landing construction
Landing Clean up: Estimate no more than 15 hours for landing clean up
Equipment Washing: Allowing for 12 hours of equipment washing
Stream and Culvert Cleaning: Estimate no more than 6 hours for stream and culvert cleaning
Additional Tractor Time: Additional tractor time allowance for moving slash onto skid roads
Hand Seeding: Estimate no more than 2 hours
Mulching: Estimate no more than 2 acres

Fuels Treatment:
Hand Pile, Cvr- Level 3: Estimate <40 piles/acre, estimate no more than 18 acres
Hand Pile Brn- Level 3: Estimate <40 piles/acre, estimate no more than 18 acres
Lop and Scatter-Lvl 3: Estimate <12 TPA, estimate no more than 67 acres

Misc Costs:
Sample Marking: Estimate no more than 1 acre
Waterbar Corridor: Estimate no more than 8 hours (Required on corridors over 65% slope)

Prospectus

Tract No : TS12-10
 Sale Name: Boomerange
 Prep. By : Wharton
 Sale Date: June 2012

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) \$0.00/1063 MBF = \$0.00/MBF 1/
 (RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

<u>\$0.00</u> (2.1)	+	<u>\$0.00</u> (3.1)	+	<u>\$0.00</u> (4.1)	+	<u>\$0.00</u> (5.1)	=	<u>\$0.00</u> (RC-2c)
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3. Rockwear Obligation:

<u>\$0.00</u> (4.2)	+	<u>\$0.00</u> (5.2)	+	<u>\$0.00</u> (7.1)	+	<u>\$0.00</u> (7.2)	=	<u>\$0.00</u> (RC-2g)
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4. Other Maintenance Payments:

Total (6)	=	<u>\$0.00</u> (RC-3a)
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5. Purchaser Maintenance Allowances:

(7.3A) Move In	\$1184.56
(7.3B) Culverts, Catch Basins, Downspouts	\$0.00
(7.3C) Grading, Ditching	\$4672.60
(7.3D) Slide Removal and Slump Repair	\$312.75
(7.3E) Dust Palliative (Water)	\$0.00
(7.3F) Surface Repair (Aggregate)	\$0.00
(7.3G) Dust Palliative (Bituminous, Lignin, MgCl) . . .	\$0.00
(7.3H) Other	\$0.00

Total (7.3)	=	<u>\$6169.91</u> (RC-2a & Ex D)
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(2+3+4+5) Total = \$6,169.91/1063 MBF = \$5.80/MBF 1/
 (Total Sale Vol)

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

OR110-9113-1

1. Road Use Fees - Amortization

R/W Number	Road Number	Rd Use Fee	Vol x MBF	Road Use = Obligation
MOU 508	32-5-18 A	0.00	3	\$0.00
MOU	32-5-18 B	0.00	3	\$0.00
MOU	32-5-13	0.00	3	\$0.00
M-2000	32-6-3A	0.00	400	\$0.00
M-2000	32-6-9 A	0.00	400	\$0.00
M-2000	32-6-9 A1	0.00	750	\$0.00
M-2000	32-6-22 AB	0.00	400	\$0.00

(1) Subtotal \$0.00

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

Road Number and Segment	A Surf N Type	Maint Mi	Vol x Fee x MBF	Total = Maint
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(2.1) Subtotal

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

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

Road Number and Segment	A Surf N Type	Maint Mi	Vol x Fee x C.Y.	Total = Maint
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(3.1) Subtotal

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

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

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

(4.1) Subtotal (4.2) Subtotal

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

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

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

(5.1) Subtotal (5.2) Subtotal

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

6. Other Maintenance Payments - USFS or Others Perform Maintenance

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

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)

ROCK HAUL (7.2) 2/ 3/

Road No	1/	A	RkWear	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi	x Fee x	MBF =	RkWear	Mi	x Fee x	C.Y.= Rkwear

(7.1) Subtotal

(7.2) Subtotal

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

7. Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.
If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions, RC-2a and RC-2h stips. Note in prospectus.

7.3A Move In

Equipment 1/	No	Move	Cost/	Dist	Sub-
	Units	x in	50 Mi	x Factor	total
Motor Grader:	1	2	\$335.00	0.67	\$448.90
Back Hoe:	1	2	\$335.00	0.67	\$448.90
Loader:			\$335.00	0.59	\$0.00
Water Truck:			\$206.00	0.59	\$0.00
Dump Truck 2/:	1	2	\$214.00	0.67	\$286.76

(7.3A) Total \$1184.56

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

7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	x	Cost/Mi	=	Subtotal
292.45				\$0.00

(7.3B) Total \$0.00

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

7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	x	Cost/Mi	x Freq	= Subtotal
Blade Road:	10.00		459.60	1	\$4596.00
Blade Ditch:	0.50		153.20	1	\$76.60

(7.3C) Total \$4672.60

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

7.3D Slide and Slough removal, Slump Repair (15 sta-yds. ea.) 1/

Type	No Slides	Hours	Equip	
Equipment	/Slumps	x Each	x Cost	= Subtotal
Grader:	0	0	119.90	\$0.00

Loader:	0	0	84.43	\$0.00
Backhoe:	5	1	62.55	\$312.75

(7.3D) Total \$312.75

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

7.3E Dust Palliative (Water) 1/

Spreading Hours

Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
0.00		0				0		0		0.0
Load & Haul-Roundtrip =				0.0		0		0		0.0
Fixed Hours (3000 Gal. tanker)										
										Total Hours = 0.0

Truck Cost: \$82.33/Hr. x 0.0 Hours = \$0.00

(7.3E) Total \$0.00

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

7.3F Surface Repair (Aggregate)

Production Cost: 1/	0 C.Y. x \$0.00/C.Y.	=	\$0.00
Haul to Stockpile:	0 C.Y. x \$2.18/C.Y. x 0.00 Mi	=	\$0.00
Stockpile:	0 C.Y. x \$1.18/C.Y.	=	\$0.00
Load from Stockpile:	0 C.Y. x \$1.30/C.Y.	=	\$0.00
Haul from Stockpile:	0 C.Y. x \$3.49/C.Y. x 3.50 Mi	=	\$0.00
Process with Grader:	0 C.Y. x \$1.00/C.Y.	=	\$0.00

(7.3F) Total \$0.00

1/ Use unit cost from Road Construction Cost Guide.

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

(7.3G) Total

7.3H Other

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

(7.3H) Total \$0.00

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

UNITED STATES
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BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects

T.S. Update 04/15/10

T.S. Contract Name: Boomerang Sale Date: 6-2012

Prepared by: Wharton Ph: 471-6628 Print Date: 5/16/2012 10:36:09 AM

Construction: 0.00 sta (Surfaced 0.00 sta Natural 0.00 sta)

Improve: 0.00 sta Renov: 368.54 sta Decom: 0.00 sta Temp: 0.00 sta

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing: 0.0 sta Grubbing: 0.0 acres	
Slash Treatment: 0.0 acres	
300 Excavation:	\$0.00
Haul: 0 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$20,916.07
Blading 7.42 mi	
Slide Removal 30 cy	
Surfacing:	\$2,106.25
700 Quarry Name: Woods cr 125 cy	
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 7.2 acres	\$6,130.37
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$10,449.11 Surf. \$0.00.....	\$10,449.11
Quarry Development:	\$0.00

Total: 1,063 mbf @ \$37.25/mbf = \$39,601.80

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

File T:\Glendale\ENGINEERING\Timber Sales\Moved to GL- GP Boomerang (Caboose) (Boxcar)\Pre-construction\Appraisals\Cabooseroads.mdb

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Boomerang Sale Date: 6-2012

Road Number: 32-5-13 Road Name: Windy Cr. Road

Road Renovation: 0.63 mi 16 ft Subgrade 1 ft ditch

T.S. Update 04/15/10

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing:0.0 sta Grubbing:0.0 acres	
Slash Treatment:0.0 acres	
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$3,974.54
Blading 0.70 mi	
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	\$644.36
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,655.54 Surf. \$0.00.....	\$1,655.54
Quarry Development:	\$0.00
Total:	\$6,274.44

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are COMPACTED in place cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Boomerang Sale Date: 6-2012

Road Number: 32-5-18 Road Name: Bear Ridge

Road Renovation: 6.35 mi 15 ft Subgrade 1 ft ditch

T.S. Update 04/15/10

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing:0.0 sta Grubbing:0.0 acres	
Slash Treatment:0.0 acres	
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$16,941.53
Blading 6.72 mi	
Slide Removal 30 cy	
Surfacing:	\$2,106.25
700 Quarry Name: Woods cr 125 cy	
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 6.5 acres	\$5,486.01
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$8,793.57 Surf. \$0.00.....	\$8,793.57
Quarry Development:	\$0.00

Total: \$33,327.36

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are COMPACTED in place cubic yards.

UNITED STATES
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BUREAU OF LAND MANAGEMENT

Mobilization Costs - Construction and Surfacing

T.S. Contract Name: Boomerang Sale Date: 6-2012

Average Mobilization distance =100 miles Factor = 1.83

Mobilization: Construction

Fire Equipment:	1 ea x (1.83 x \$126.00/ea + 10 mi x \$3.36/mi)=	\$264.18
Graders-all:	1 ea x (1.83 x \$335.00/ea + 10 mi x \$11.99/mi)=	\$732.95
Brush Cutter:	1 ea x (1.83 x \$335.00/ea) =	\$613.05
Loaders < 3cy:	1 ea x (1.83 x \$335.00/ea + 10 mi x \$7.10/mi)=	\$684.05
Rollers & Comp:	1 ea x (1.83 x \$335.00/ea + 10 mi x \$19.20/mi)=	\$805.05
Excavators:	1 ea x (1.83 x \$648.00/ea + 10 mi x \$21.65/mi)=	\$1,402.34
RTBackhoes 24/30:	1 ea x (1.83 x \$335.00/ea + 10 mi x \$5.58/mi)=	\$668.85
Tractors >= D8:	1 ea x (1.83 x \$648.00/ea + 10 mi x \$41.54/mi)=	\$1,601.24
Dump Truck<=10cy:	2 ea x (1.83 x \$187.00/ea + 10 mi x \$3.74/mi)=	\$759.22
Water Truck:	1 ea x (1.83 x \$206.00/ea + 10 mi x \$4.12/mi)=	\$418.18
Lump Sum:		\$2,500.00

Subtotal: \$10,449.11

Mobilization: Surfacing

Subtotal: \$0.00

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Summary of Construction Quantities

T.S. Contract Name: Boomerang Sale Date: 6-2012

Road Number	Const	Improv	Renov	Decomm	Temp
32-5-13			33.26		
32-5-18			335.28		

Total Sta:			368.54		
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200 Clearing and Grubbing		Clearing stations	Grubbing acres	Slash acres
	Totals:	0.00	0.0	0.0

300 Excavation		Excav C.Y.s	Haul sta-yds
	Totals:	0	0

400 Drainage	Totals:	No Quantities
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500 Renovation		Miles	Slide cy
32-5-13		0.70	0
32-5-18		6.72	30
	Totals:	7.42	30

Scarification and Blading		
32-5-13	Motor Grader 16G	12 hr
32-5-13	Water truck 3000 gal	2 hr
32-5-13	Vib roller: Steel drum	4 hr
blading		
32-5-18	Motor Grader 16G	30 hr
32-5-18	Water truck 3000 gal	8 hr

Surfacing (Cubic Yards)

Quarry Name: Woods cr				
700 Pitrun	Roadway	Turnouts	Other	
32-5-18	0	0	125	125
	Totals:	0	125	125

1300 Geotextiles	Totals:	No Quantities
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1400 Slope Protection	
Totals:	0

Continuation of Construction Quantities

1800 Soil stabilization - acres	Dry W/O Mulch	Dry/with Mulch	Hydro Mulch
Totals:	0.0	0.0	0.0

1900 Cattleguards

Totals: No Quantities

2100 RoadSide Brushing	acres
32-5-13	0.7
32-5-18	6.5
Totals:	7.2

Brushing		
32-5-13	Brush Mower (8ft)	4 hr
Brushing		
32-5-18	Excavator 6644 (2cy)	12 hr

2200 Surface Treatment	tons	L.F.
Totals:	No Quantities	

2300 Engineering	stations
Totals:	0.00

2400 Minor Concrete

Totals: No Quantities

2500 Gabions

Totals: No Quantities

8000 Miscellaneous

Totals: No Quantities

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

SCALE SALE

Name of Bidder
Tract Number ORM07-TS-12-10
Sale Name Boomerang
Sale Notice (dated) 05/317/2012
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is **\$10,600.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	856	X	=	X	=
White fir	MBF	207	X	=	X	=
Total		1,063	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/>	Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/>	Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/>	Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
	Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
	Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.		Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** – All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

and removed prior to expiration of time for cutting and removal as specified in contract.*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. **PERFORMANCE BOND** –

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** – If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** – For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** – Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

*Applies to Timber Only

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western

red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.