

P R O S P E C T U S

ASHLAND RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # OR110-TS12-05
December 22, 2011

#5 MC Thin (5900), Jackson County, O&C

BID DEPOSIT REQUIRED: **\$7,700.00**

All timber designated for cutting in NE¼, NE¼ NW¼, S½ NW¼, N½ SW¼, Sec. 9; NW¼ Sec. 15, T. 38 S., R. 3 E., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
1899	482	1007	Douglas-fir	596	\$106.50	\$63,474.00
2215	340	746	White fir	435	\$29.90	\$13,006.50
57	8	17	Ponderosa pine	10	\$40.00	\$400.00
4171	830	1770	TOTAL	1041		\$76,880.50

*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).

CRUISE INFORMATION - The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. With respect to merchantable trees of all conifer species: the average tree is 16.5 inches DBHOB; the average gross merchantable log contains 84 bd. ft.; the total gross volume is approximately 1171 M bd. ft; and 89% recovery is expected. (Average DF is 18.0 inches DBHOB; average gross merchantable log DF contains 90 bd. ft.)

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

LOG EXPORT AND SUBSTITUTION - All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

CUTTING AREA – Four (4) units containing one hundred seventy eight (178) acres to be partial cut.

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

ACCESS – Access to the sale area is available via existing BLM roads and Road Use Agreement as shown in Section 41 (C)(10). Among other conditions, this agreement may require payment of road use fees and completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain 1.57 miles of existing BLM road. BLM will maintain 5.00 miles of roads listed in Section 41(C)(3). The Purchaser will be required to pay a maintenance fee of \$ 2.35 per MBF or a total of \$2449.66 for the use of these roads.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content exceeds twenty (20) percent by weight. The Purchaser shall construct waterbars on tractor skid trails, and block main skid trails where they intersect haul roads.

EQUIPMENT REQUIREMENTS - LOGGING: A ground-based machine less than 9 feet wide, equipped with a winch, integral arch, and at least a 75 foot skidding line.

SLASH DISPOSAL - Section 41(G)(1) defines the slash disposal and site preparation work that may be required under this contract. Appraised slash disposal consists of 178 acres of hand piling/covering.

CONTRACT TERMINATION - A Special Provision in the contract enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order, or protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and 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. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
3. Extend road 38-3E-15.3 across the existing gas pipeline as specified by the natural gas company. Tentative plans are to place approximately 40 cubic yards of 4" minus rock material to provide for safe logging equipment passage over the buried pipe.
4. 1.82 miles of roadside brushing and 2.43 miles of spot blading is required prior to hauling timber. Refer to Exhibit C for all required road work.
5. Keys to obtain access may be obtained from the BLM. Contact John McNeel at 541-618-2370.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Ashland, Oregon, proceed east on Dead Indian Memorial Road approximately 13 miles to Conde Creek Road (38-3E-17.00) and to reach the other portion of the sale proceed on Dead Indian Memorial road approximately 3 miles to road 38-3E-15.00.

ENVIRONMENTAL ASSESSMENT - An Environmental Assessment (DOI-BLM-OR-2012-0002-EA) was prepared for this project, 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.















































Seasonal Restriction Matrix

Sheet 1 of 1

MC THIN Timber Sale

OR-110-TS12-05

	Restricted
	Operating Season

Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Ground-based yarding operations (Units 1, 2, 3, 4) <i>Soils mitigation</i>																								
Hauling on all roads.																								

MC THIN TIMBER SALE SPECIAL PROVISIONS

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 orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-2 All timber except approximately Four Thousand One Hundred Seventy One (4171) trees marked for cutting heretofore by the Government with blue paint above and below stump height in all units as shown on Exhibit A.
- (C) IR-6 All previously dead and down woody debris greater than or equal to 16" diameter at the large end in all units as shown on Exhibit A.
- (D) IR-6 All hardwood trees sixteen inches (16) D.B.H.O.B and greater, and all snags sixteen (16) inches D.B.H.O.B and greater in all units as shown on Exhibit A.
- (E) IR-10 Genetically superior trees marked with orange paint and seed tree tags in the contract area. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- (F) IR-12 All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in all units as shown on Exhibit A.

Section 41

MC THIN TIMBER SALE SPECIAL PROVISIONS

(A) Log Exports

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)

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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

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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 five (5) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of five (5) or more days.
- (2) L-4 All trees designated for cutting with blue paint above and below stump and not reserved shall be felled in units 1, 2, 3, and 4 as shown on Exhibit A.
- (3) L-6M All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A.
- (4) 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.

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Designated Area	Yarding Requirements or Limitations
<p>TRACTOR YARD</p> <p>Units 1, 2, 3, 4</p>	<p>All ground-based yarding systems shall be approved by the Authorized Officer.</p> <p>Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes.</p> <p>Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer. Skid road locations will be approved prior to felling of timber to be yarded over that skid trail and trees shall be felled to the lead. The location of the tractor skid roads must be clearly designated on the ground and spaced at approximately one hundred fifty (150) foot intervals where feasible. Existing skid roads will be utilized where possible. Ground based yarding systems shall be limited to slopes thirty-five (35) percent or less except as approved by the Authorized Officer. Disturbance to natural openings/meadows within tractor units shall be kept to a minimum. No yarding will be allowed up or down draw bottoms. Skid trails shall avoid areas with high water tables.</p> <p>If a mechanized harvester is used, it must be capable of reaching at least twenty (20) feet laterally and would not be restricted to the designated skid trails. To minimize soil disturbance the lateral capability of the harvester must be utilized as much as is practical. Operations using a mechanical harvester shall be limited to operating when soil moisture content is less than 20% by weight at four (4) to six (6) inches as determined by the Authorized Officer.</p> <p>Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least one hundred fifty (150) feet.</p> <p>Landing size shall not exceed one-quarter (1/4) acre. Front end loaders shall not be used in units or on landings.</p> <p>Tractor yarding or harvester-forwarder operations would be allowed on a minimum of twenty-four (24) inches of snow. No logging would be allowed once the snow depth deteriorates below eighteen (18) inches. Skid trail spacing and soil moisture requirements would be waived if tractor yarding on snow occurs. The above conditions must be approved by the Authorized Officer.</p> <p>All trees designated for harvest shall be yarded.</p>

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- (5) L-9 No yarding or loading is permitted in or through the reserve area as shown on Exhibit A, except as approved by the Authorized Officer.
- (6) L-11 No landing shall be located within riparian areas of any stream as shown on Exhibit A.
- (7) L-18 No road maintenance or road repairs is permitted between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions as directed by the Authorized Officer.
- (8) L-18 No hauling shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions as directed by the Authorized Officer.
- (9) L-18 No ground-based operations shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction may be waived during dry soil conditions as approved by the Authorized Officer.
- (10) L-21 The Purchaser shall provide sufficient warning signs to control traffic on all roads where they pass through the contract area whenever harvest operations are adjacent to these roads and the harvest operations could create a hazard to the public.
- (11) L-24 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.
- (12) L-27 In all units shown on Exhibit A, all trees designated for cutting shall be felled away from unit boundaries, property lines, fences, streams, draw bottoms, seed trees, and administrative reserves.
- (13) L-33 In accordance with the requirements of Section 8 of contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area, which is obstructing needed cable yarding roads, hazardous to workers,

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needed for guyline, tailhold, and/or tieback trees, obstructing ground based equipment skid roads, is severely damaged from the normal conduct of felling or yarding operations, or to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 40 of the contract are not included in the authorization.
- b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by yellow flagging so that that stump can be visually located from a distance of not less than 100 feet.
- c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
- d) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
- e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) failed to properly mark any stump with the "X" cut.
 - (2) failed to identify the location of any stump.
 - (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
 - (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - (6) failed to properly segregate any pulled over tree that was yarded to the landing.

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- (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- (11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

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

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

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

(C) Road Construction - Maintenance - Use

- (1) RC-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

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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-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management and or Indian Hill, LLC for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 41(C)(6). Any road listed below and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
38-3E-9.00	0.66	BLM	ASC
38-3E-15.00	0.35	BLM	PRR
38-3E-15.04	0.25	PVT	ASC
38-3E-17.00	3.74	BLM	BST
Total	5.00		

- (4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management 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 rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
38-3E-9.04	0.35	BLM	NAT
38-3E-9.05	0.22	BLM	NAT
38-3E-15.01 A	0.53	BLM	NAT
38-3E-15.03	0.32	BLM	NAT
38-3E-15.05	0.15	BLM	NAT
Total	1.57		

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- (5) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on road included in Section 41(C)(4) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (6) RC-2c The Purchaser shall pay the Government a road maintenance obligation in the amount of Two Thousand Four Hundred Forty Nine and 66/100 dollars (\$2449.66) for the transportation of timber included in the contract price and for the transportation of any mineral material required under the terms of the contract over road or roads listed in Section 41(C)(3).

The above road maintenance amount is for use of 5.00 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than Five hundred dollars (\$500.00); payable in the same manner as and together with payments required in Sec. 3 of this contract. The total maintenance amount shall be paid prior to the removal of timber from the contract area.

- (7) RC-2d The Purchaser shall be authorized to use other roads not included in Section 41(C)(3) and/or Section 41(C)(4) provided, that in the use of such road(s), the Purchaser shall pay the Government current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) used.

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

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

Section 41(C)(6) of this contract shall be amended to include adjustments of fee obligations.

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- (8) 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)(4). The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (9) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (10) RC-3 In the use of road No. 38-3E-15.04 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-2000 dated May 26, 2000 between the United States of America and Indian Hill, LLC. 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.
- (11) 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.
- (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:

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

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

(D) Environmental Protection

- (1) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall:

- (a) Abate dust created from hauling in accordance with Exhibit D.
- (b) Scarify and contour landings to provide for adequate drainage. Bare soil due to landing construction/renovation would be protected and stabilized prior to fall rains to reduce soil erosion and sediment potential. Straw mulch and seed exposed earth on temporary logging spurs and tractor landings with certified weed free straw and seed mixture as directed and approved by the Authorized Officer. Selected landings may be left "as is" where natural rock occurs or where vegetation/topography prevents movement of sediment, as determined by the Authorized Officer. The seed mix and straw shall be provided by the purchaser from an approved commercial source, or may be provided by the BLM if the purchaser is unable to locate and buy the certified seed and straw. The purchaser shall reimburse the government for the cost of seed and straw if provided by the government.

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

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

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

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

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

The Purchaser shall mix grass seed in the following proportions:

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

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

- (c) All pre-existing features designed to preclude off highway vehicle (OHV) use such as previously decommissioned roads, earthen berms, logs, boulders, and other utilized materials shall be returned to pre-operational condition following harvest operations, as directed by the Authorized Officer.

MC THIN TIMBER SALE SPECIAL PROVISIONS

- (d) Extend road 38-3E-15.3 across the existing gas pipeline as specified by the natural gas company. Tentative plans are place approximately 40 cubic yards of 4" minus rock material to provide for safe logging equipment passage over the buried pipe.
- (2) E-1 In addition to requirement set forth in Sec. 25 of this contract, the Purchaser shall remove all slash and debris from roadways, ditchlines, catchbasins, and landings concurrently with yarding, or as directed by the Authorized Officer.
- (3) 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. Such plans must comply with the State of Oregon DEQ OAR 340-142, *Oil and Hazardous Materials Emergency Response Requirements*.
- (4) 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 three hundred (300) feet of any stream or wet areas as shown on Exhibit A. 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. Waste diesel, oil, hydraulic fluid and other hazardous materials and contaminated soil would be removed from the site and disposed of in accordance with DEQ regulations. Areas that have been saturated with toxic materials would be excavated to a depth of 12 inches beyond the contaminated material or as required by DEQ. Hydraulic fluid and fuel lines on heavy mechanized equipment must be in proper working condition in order to avoid leakage.
- (5) 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 shall be implemented by the purchaser:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging construction, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only logging and construction equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of logging and construction equipment as described above shall be treated the same as the initial move-in.

MC THIN TIMBER SALE SPECIAL PROVISIONS

- (d) Prior to initial move-in of any logging or construction equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Logging and construction equipment would be visually inspected by the Authorized officer to verify that the equipment has been reasonably cleaned.
- (6) 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.
- (7) 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
- (8) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (2) 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;
 - (3) 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;
 - (4) 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;

MC THIN TIMBER SALE SPECIAL PROVISIONS

- (5) 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;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) 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;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the

MC THIN TIMBER SALE SPECIAL PROVISIONS

contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect 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.

MC THIN TIMBER SALE SPECIAL PROVISIONS

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

(E) Miscellaneous

- (1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by \$780.75. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$780.75 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the National Cubic Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.
- (2) M-5 The Purchaser shall, without expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, County and municipal laws, codes, regulations, and administrative rules applicable to the performance of this contract. The Purchaser shall also be responsible for all damages to any persons or property that arise out of any operations under this contract and result from any breach of contract or wrongful

MC THIN TIMBER SALE SPECIAL PROVISIONS

or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.

(F) Fire Prevention and Control

- (1) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - (1) F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths ($\frac{3}{4}$) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - (2) F-2b A round pointed size "0" or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
 - (3) F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable

MC THIN TIMBER SALE SPECIAL PROVISIONS

adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.

- (4) F-2d Serviceable radio or cellular/satellite telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- (5) F-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.
- (6) 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.
- (7) 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.
- (8) F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

MC THIN TIMBER SALE SPECIAL PROVISIONS

- (9) 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.

(G) Slash Disposal and Site Preparation

- (1) SD-4 Logging Residue Reduction. In addition to the requirements of Sect.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 logging residue reduction and site preparation measure(s) required by this contract:
 - (a) Prior to commencement of any operation under this section of the contract, a slash disposal and site preparation 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 and site preparation shall be done in accordance with the plans developed at this pre-work conference.
 - (b) 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, including material cut during slashing activities for the purposes of fuels reduction.
 - (c) Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.
 - (d) SD-1h HANDPILE Handpile all slash as directed by the Authorized Officer in accordance with the following specifications:
 - 1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.

MC THIN TIMBER SALE SPECIAL PROVISIONS

2. Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds three (3) feet in length.
 3. A six (6) foot by six (6) foot sheet of 4 mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third ($\frac{1}{3}$) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than 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, stumps, talus slopes, roadways, drainage ditches, within ten feet of reserve trees, within 25 feet of designated wildlife trees and within ten feet of any other pile or unit boundary. No portion of the pile will be under the crown of any living conifer tree.
- (e) 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:
1. Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.
- (f) SD-1j LANDING SLASH In all units as shown in the Exhibit A, pile all slash located within fifty (50) feet on each side of each landing. Slash shall be piled by a grapple loader. Finished piles shall be tight and free of earth.
1. A ten (10) foot by ten (10) foot cover of six (6) mil black plastic shall cap each hand pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.

MC THIN TIMBER SALE SPECIAL PROVISIONS

- (2) SD-5 Perform logging residue reduction and site preparation work on approximately 178 acres of harvest area as directed by the Authorized Officer.
- (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Handpile and Cover – L1	\$400

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

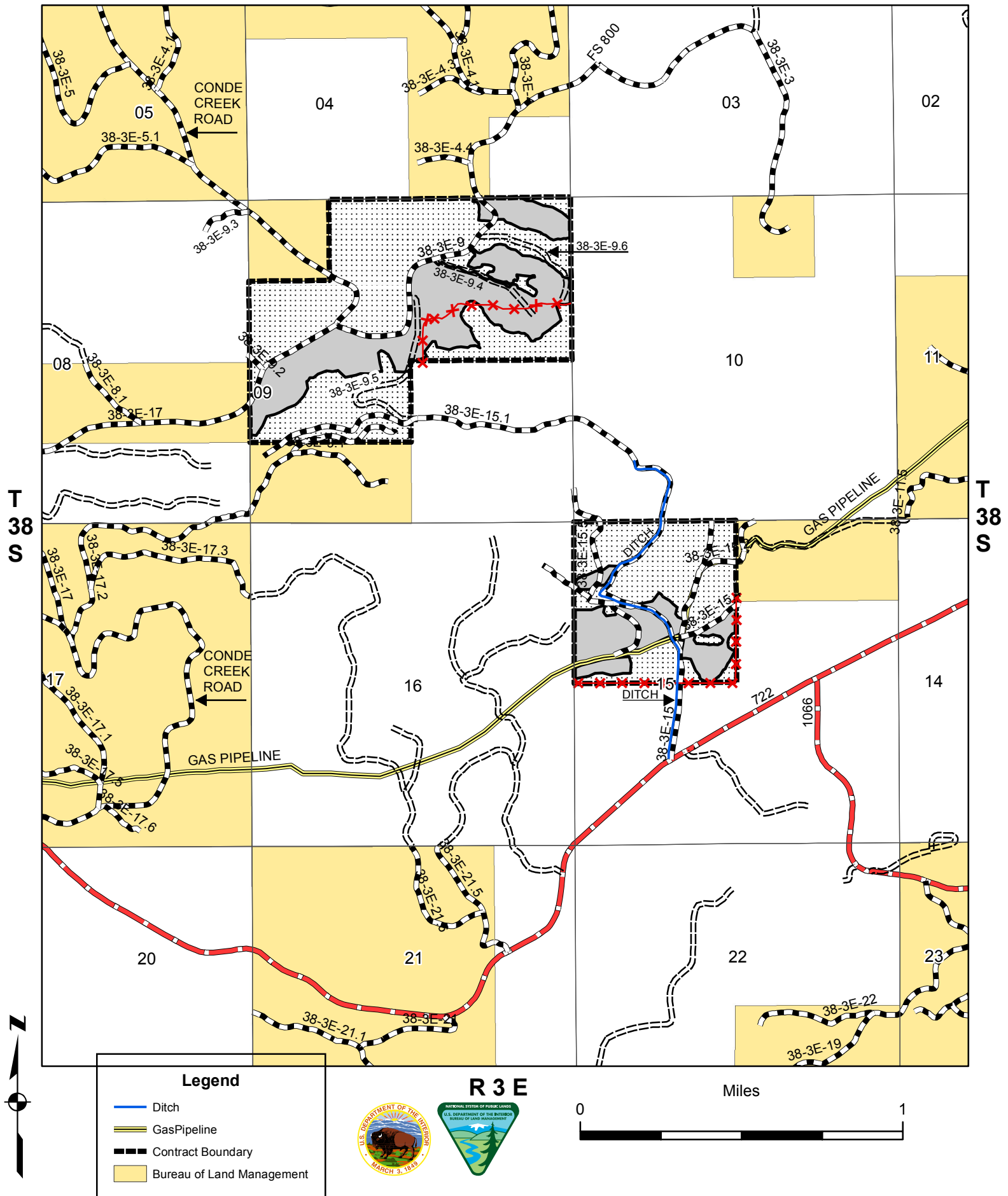
Treatment/Level	Cost Per Acre	Number of Acres	Total Cost Per Treatment Type
Hand pile and cover L1	\$400	178	\$71200
Total Appraised Cost			\$71200

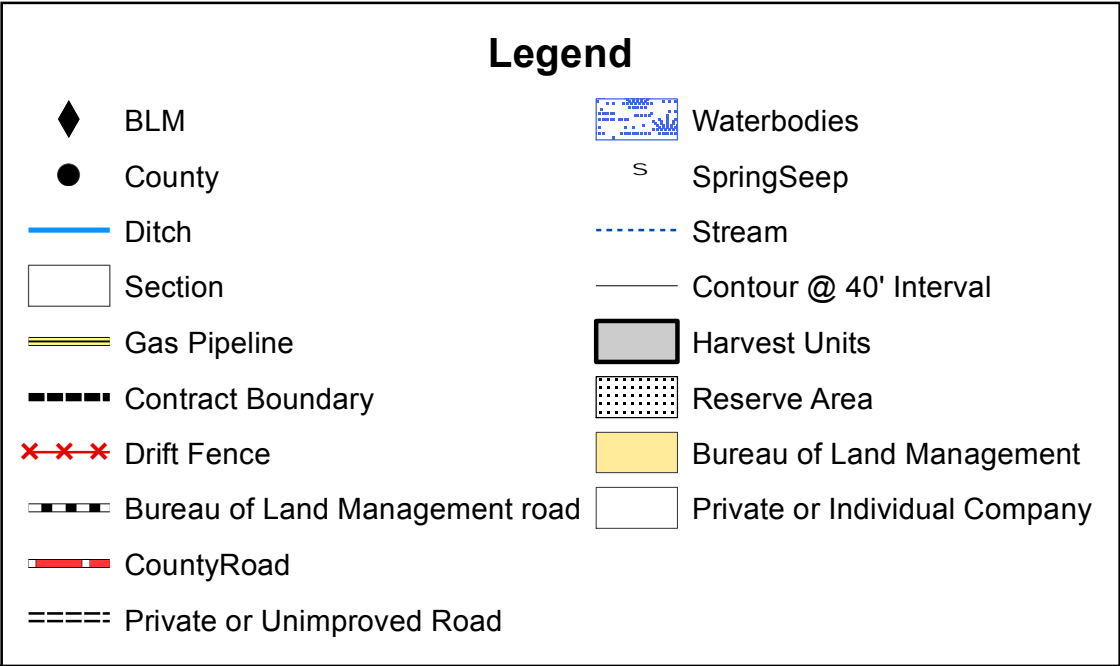
- (c) The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 41(G)(2)(a) differs from \$71,200.00 as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 41(G)(2)(a).

(H) Equal Opportunity in Employment

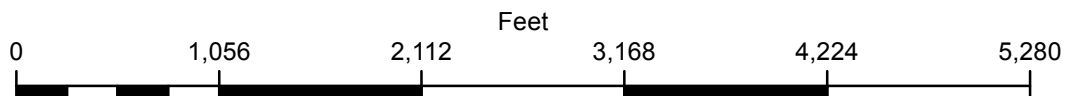
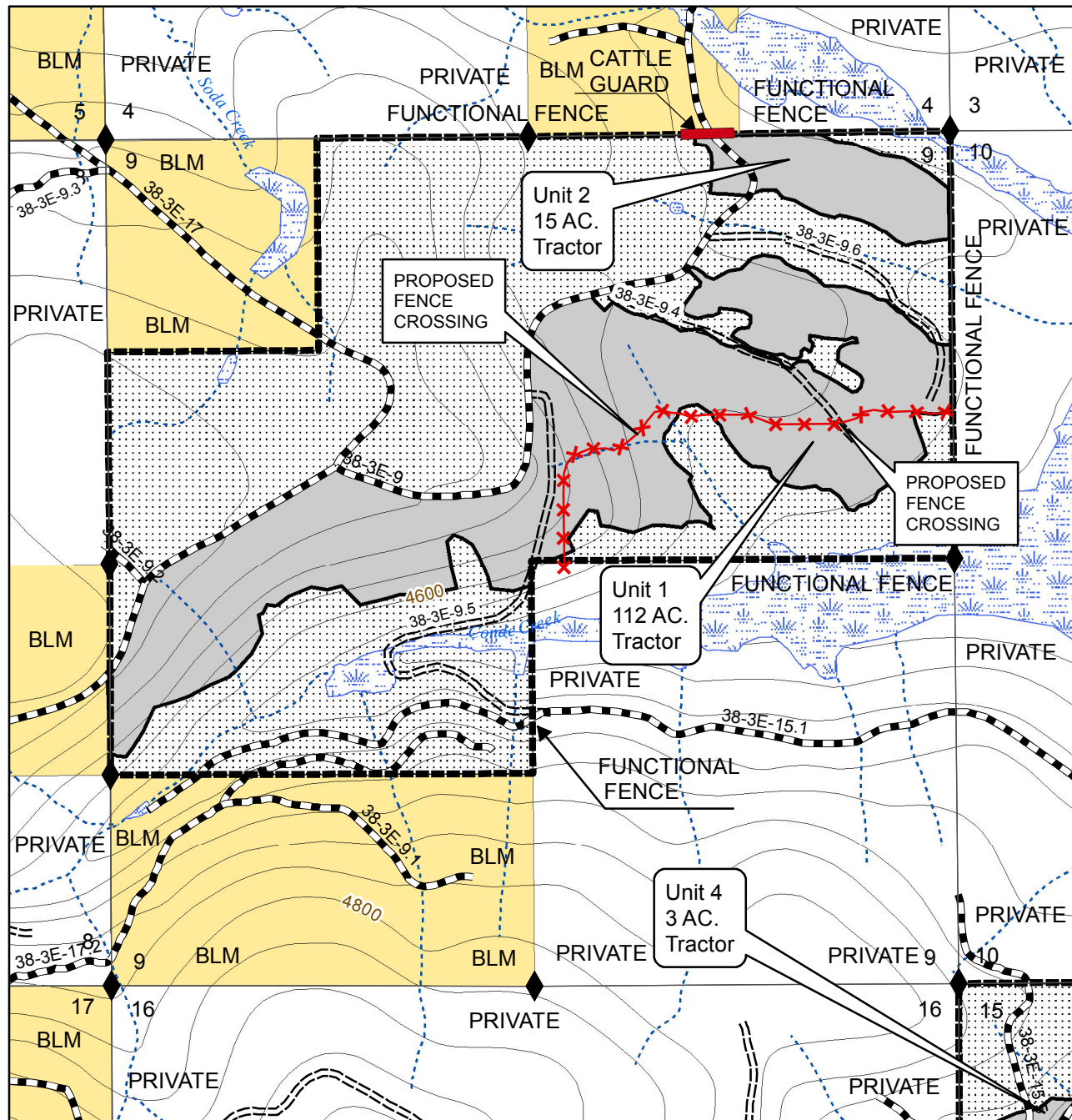
Certification of Non-segregated Facilities attached hereto and made a part hereof.

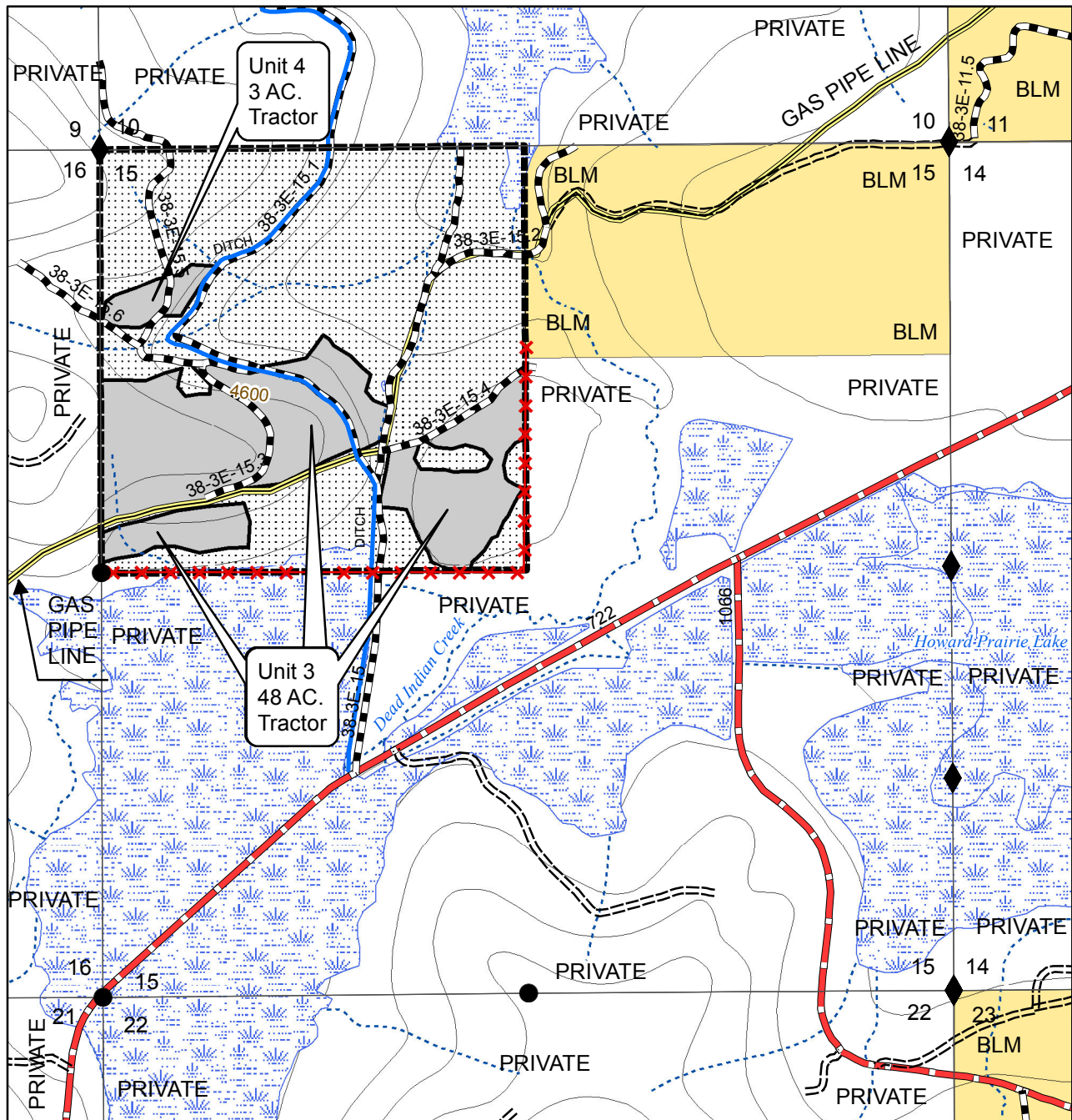
**MC THIN TIMBER SALE
LOCATION MAP
OR-110-TS12-05**





TRACTOR YARD THINNING UNITS	
UNITS BLUE MARKED FOR CUTTING	
1, 2, 3, 4.....	178.00 AC.
TOTAL	178.00 AC.
RESERVE AREA.....	342.00 AC.
CONTRACT AREA.....	520.00 AC.







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

District : Medford
Sale Name : MC Thin
Sale Date : 12/22/2011
Appraisal Method : 16' MBF

Contract # : OR-110-TS12-05
Job File # : M11279
Master Unit : Jackson
Planning Unit : Ashland

Contents

Exhibit B

2

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

Medford
MC Thin
OR-110-TS12-05

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	596		
White Fir	435		
Ponderosa Pine	10		
Sale Totals	1,041		

Unit Details (16' MB)

Unit 1 112 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	412		
Ponderosa Pine	2		
White Fir	266		
Unit Totals	680		

Unit 2 15 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	83		
Ponderosa Pine	1		
White Fir	65		
Unit Totals	149		

Unit 3 48 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	99		
Ponderosa Pine	7		
White Fir	98		
Unit Totals	204		

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

Medford
MC Thin
OR-110-TS12-05

Unit 4 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	2		
White Fir	6		
Unit Totals	8		

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

MC THIN TIMBER SALE
TRACT NO. 12-05

PROJECT LOCATION

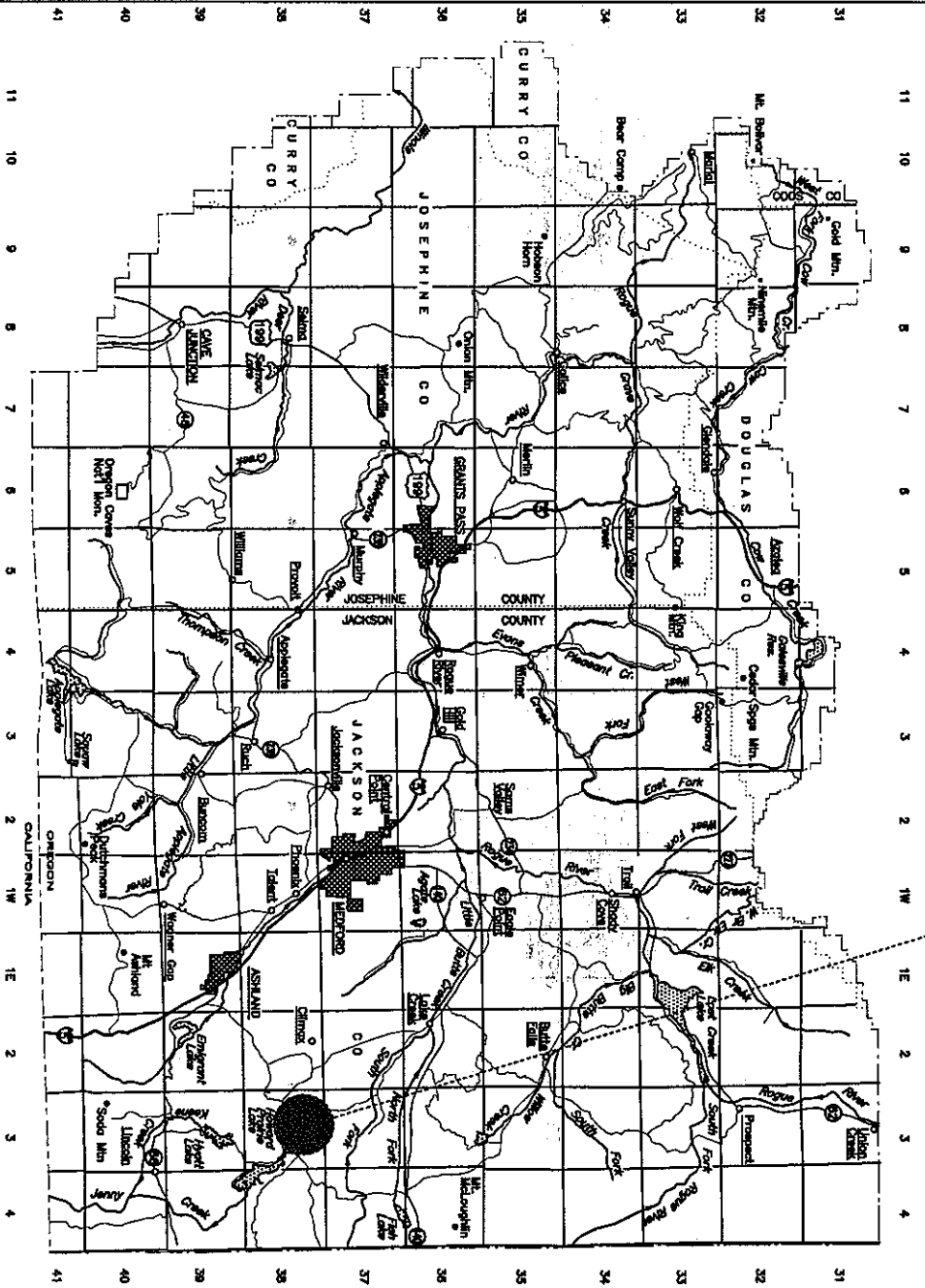
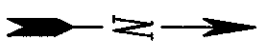
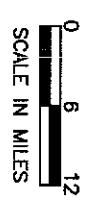


EXHIBIT C-1
SHEET 1 OF 1

Exhibit No.	Description
C 1	TITLE SHEET
C 2	ROAD LOCATION MAP
C 3	ESTIMATE OF QUANTITIES
C 4	SPECIFICATION SHEET
C 5	ROADS WORKLIST
C 6	ROADSIDE BRUSHING
C 7	DRAINAGE AND EROSION CONTROL
C 8	CONSTRUCTION SPECIFICATIONS
D 1	ROAD MAINTENANCE SPECIFICATIONS
D 2	ROAD MAINTENANCE MAP






ALWAYS
THINK
SAFETY







TITLE SHEET

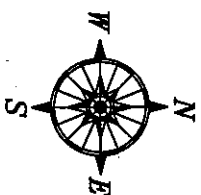
REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
DESIGNED <i>John D. Miller</i> REVIEWED <i>John D. Miller</i> APPROVED <i>John D. Miller</i> DRAWN BY <i>JDR</i>			
DATE October 2011	SHEET 1 OF 1	SCALE AS SHOWN	
DRAWING NO. OR-11-9113.4-1			

T.38S., R.3E. WILL. MER.

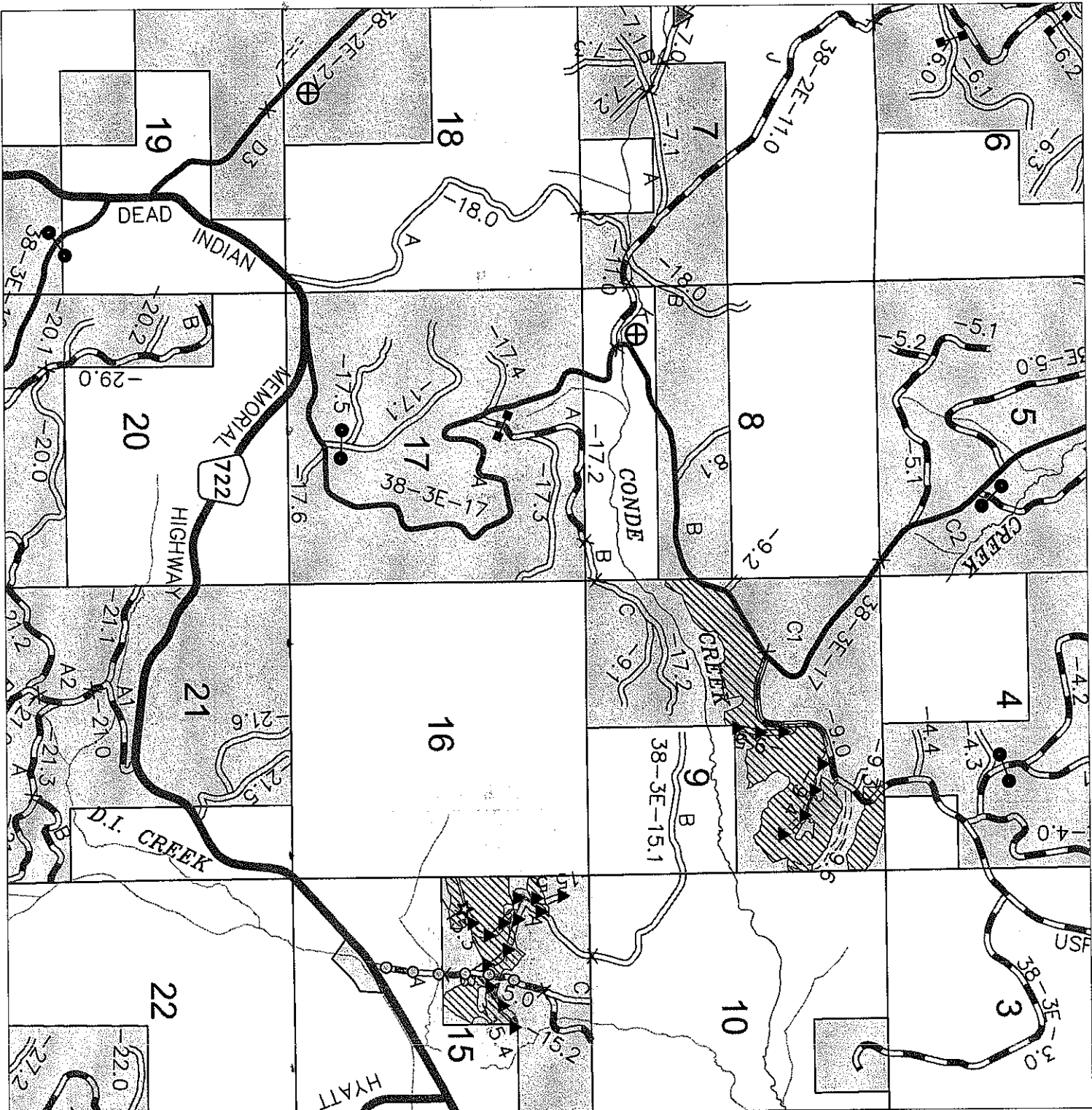
- | | |
|---|--------------------|
|  | EXISTING GATE |
|  | EXISTING BARRICADE |
|  | PUMP CHANCE |

ROAD PROJECTS

- | | |
|---|---|
|  | EXISTING ROAD |
|  | EXISTING PAVED ROAD |
|  | EXISTING PRIMITIVE ROAD |
|  | ROAD TO BE BLADED |
|  | ROAD TO BE BRUSHED
AND BLADED |
|  | PLACE 4" MINUS ROCK
MATERIAL OVER PIPE |



A horizontal scale bar labeled "SCALE IN MILES" at the bottom. The bar has tick marks at 0, 1/2, and 1.



R.3E.

ROAD NUMBER	FROM	TO	LENGTH	CLEARING AND GRUBBING	EXCAVATION		CORRUGATED METAL PIPE												SURFACE BLADING	ROAD WIDENING		AGGREGATE**					SOIL STABILIZATION	ROADSIDE BRUSHING	SLOPE STAKING	ROAD DECOMMISSION	EARTH / LOG BARRIER	WATER BARS
							SIZE				ELBOWS				DOWNSPOUT																	
							ROCK	COMMON	18"	24"	36"	48"	WASHED PIT RUN ROCK	ELBOWS	FULL/HAL F ROUND	RECT. FLUME	4 INCH MINUS ROCK MATERIAL	SCREENED ROCK				CRUSHED BASE	CRUSHED SURFACE	STOCKPILE								
SPECIFICATION NO.	MP/STA	MP/STA	MILE/STA	ACRE	C.Y.	C.Y.	L.F.	L.F.	L.F.	L.F.	C.Y.	EA	L.F.	L.F.	L.F.	L.F.	MILE	MILE	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	ACRE	MILE	STA	MILE	EA	EA			
38-3E-9.04	0.00	0.35	0.35														0.35											1	9			
38-3E-9.05 A	0.00	0.22	0.22														0.22											1	6			
38-3E-15.00	0.00	0.61	0.61														0.61															
38-3E-15.01 A	0.00	0.53	0.53														0.53															
38-3E-15.03	0.00	0.32	0.32														0.32															
38-3E-15.04	0.00	0.25	0.25														0.25															
38-3E-15.05	0.00	0.15	0.15														0.15															

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

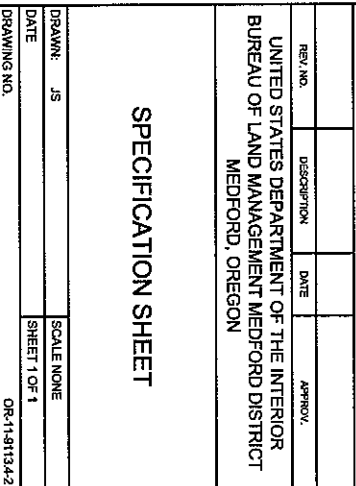
** Indicate gradation.

ALWAYS
THINK
SAFETY

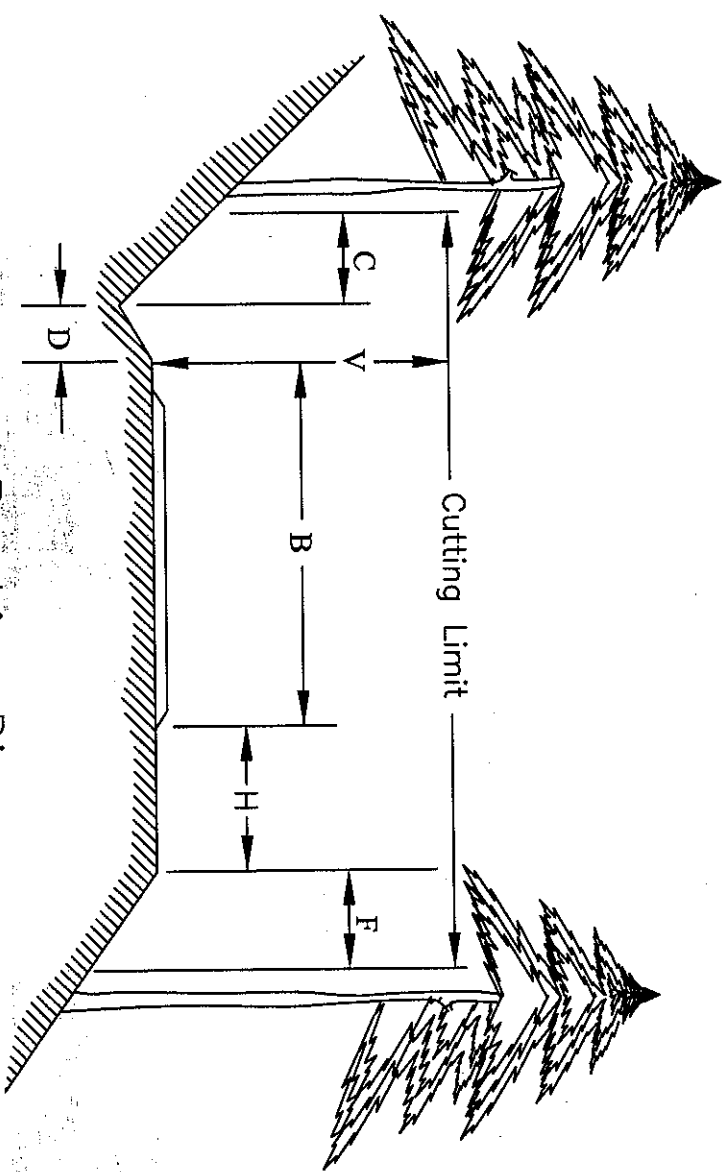
ESTIMATE OF QUANTITIES*

REV. NO. DATE APPROV.
U. S. DEPARTMENT OF THE INTERIOR BUREAU OF
LAND MANAGEMENT MEDFORD DISTRICT
MEDFORD, OREGON

DRAWN: JS SCALE NONE
DATE July 2011 SHEET 1 OF 1
DRAWING NO. OR-11-9113-42



**ALWAYS
THINK
SAFETY**



Brushing Diagram

Cutting Limit = $C + D + B + H + F$

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

$C = \frac{4}{4}$ 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)

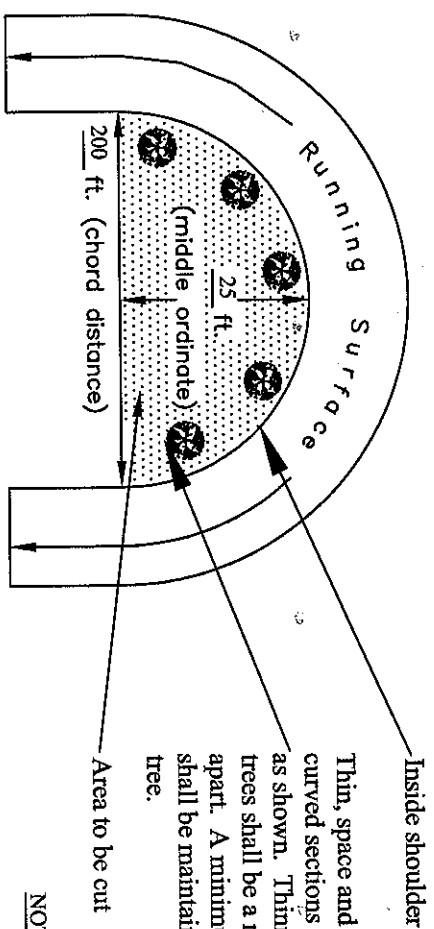
F = Distance to be brushed on fill slope beyond outside shoulder

(F = $\frac{4}{4}$ when H is $\frac{4}{4}$ ft or less)
(F = 0 when H is greater than $\frac{4}{4}$ ft)

$V = \frac{14}{14}$ 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



Sight Distance Diagram

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.

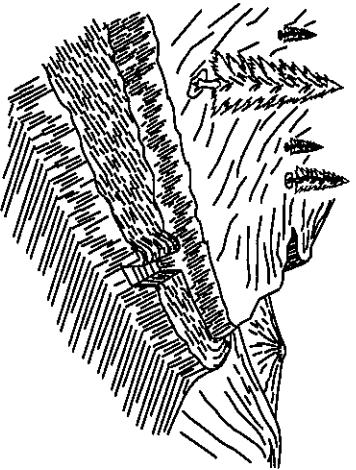
Area to be cut

NOTES:

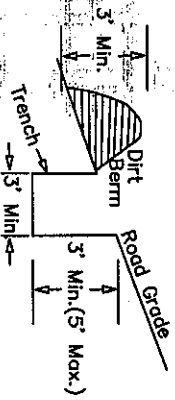
Cutting and Removal of vegetation from ditches and roadway is incidental to brushing within cutting limits.

All distances shown are horizontal except for V

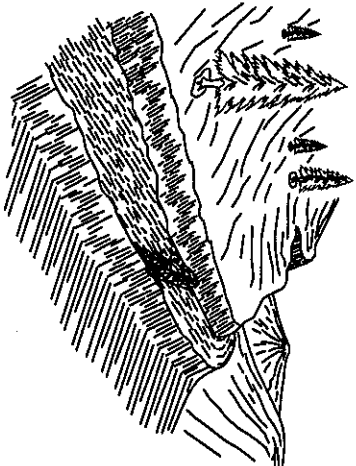
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
ROADSIDE BRUSHING DETAIL			
DRAWN	RRB	SCALE	NONE
DATE	August 2006	SHEET	1 OF 1
DRAWING NO.	OR-117-TS06-26-C5		



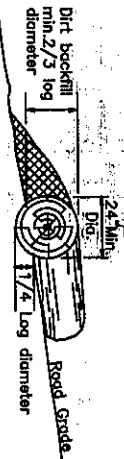
TRENCH BARRICADE



1. BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
3. THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.



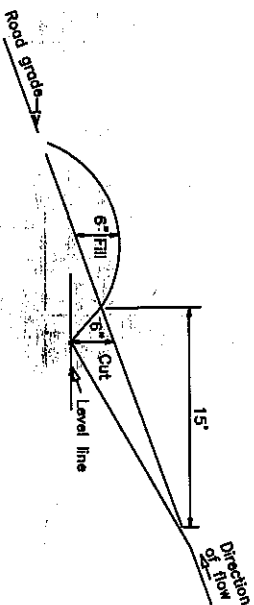
LOG BARRICADE



1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES.
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".

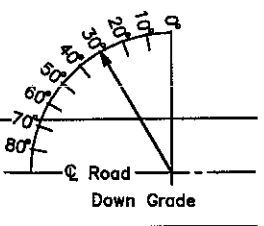


WATER BAR



1. CROSS-DRAINS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL CROSS DRAINS SHALL BE SKEWED 30 DEGREES.
4. THE CROSS-DRAINS INVERT SHALL BE SMOOTH AND FREE DRAINING.

SKREW DIAGRAM



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
DRAINAGE & EROSION CONTROL INSTALLATION			
DRAWN	DCM	SCALE	NONE
DATE	JULY 2011	SHEET	1 OF 1
DRAWING NO.	OR-11-91134-6		

MC THIN TIMBER SALE

Roads Worklist

Described work shall be performed on the road prior to its use. The work includes, but not limited to, spot blading the road surface, construction of water bars, removing and replacing barricades. All road work shall be inspected and work performed to the design standards shown on the plans.

Road barricades removed during timber operations shall be replaced immediately after use. For activities that are not finished in one dry season, barricades shall be re-installed before the wet season, October 15th.

NAT – Natural Surface
AWD – Armored Water Dip

CMP – Corrugated Metal Pipe
Jct.– Junction

Road 38-3E-9.04

NAT

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-9.00. Begin Blading. Begin Roadside brushing.
0.01	Install barricade upon completion of log haul. Begin Constructing Waterbars every 200 feet.
0.35	End Blading. End Brushing.

Road 38-3E-9.05

NAT

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-9.00. Begin Blading. Begin Roadside brushing.
0.01	Install barricade upon completion of log haul. Begin Constructing Waterbars every 200 feet.
0.22	End Blading. End Brushing.

Road 39-3E-15.00

PRR

<u>MP</u>	<u>Remarks</u>
0.00	Junction with Dead Indian Memorial Highway. Begin Blading.
0.61	End Blading.

Road 39-3E-15.01 A
NAT

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-15.00. Begin Blading. Begin Roadside brushing.
0.53	End Blading. End Brushing.

Road 39-3E-15.03
NAT

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-15.01. Begin Blading. Begin Roadside brushing.
0.31	Existing Buried Pipeline Crossing. Place Approx. 40 CY of 4" minus rock material 1 ½ feet deep over located buried pipeline for 30 feet (15 feet each side of crossing) at 14 feet width.
0.32	End Blading. End Brushing.

Road 39-3E-15.04
ASC

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-15.00. Begin Blading. Begin Roadside brushing.
0.25	End Blading. End Brushing.

Road 39-3E-15.05
NAT

<u>MP</u>	<u>Remarks</u>
0.00	Junction with 38-3E-15.03. Begin Blading. Begin Roadside brushing.
0.15	End Blading. End Brushing.

SPECIAL PROVISIONS

1. Before beginning road construction operations for the first time or after a shutdown of seven or more days, the Purchaser shall notify the Authorized Officer of the date he plans to begin operations. The Purchaser shall also notify the Authorized Officer if he intends to cease operations for any period of 30 or more days.
2. Winterized - All road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway by water barring, maintaining drainage, barricades, and any additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer.
3. The P-line as staked in the field and as shown on Exhibit C, are intended to be used as a control, and should be considered as being in the area of the finished grade.
4. Seed mix and Straw sources: At agency discretion
 - A) Provided from BLM: based on availability
 - OR
 - B) Purchased from approved Commercial source:
5. The application of dust abatement materials such as Lignin or approved petroleum based dust abatement products shall be restricted from application just after wet weather or at stream crossings or other locations that could result in direct delivery to a water body.
6. Water sources/ Pump chances – Listed are approved water sources. Other water sources shall be approved by the Authorized Officer prior to use. The Purchaser is responsible for all permits and fees from water sources on private or commercial sources.

Location:		
ROAD # and NAME		MP
38-4E-35.00	Nameless Springs Quarry	2.14
39-7E-31.00	Skinny Dip Quarry	0.64
38-2E-27.00	Sharon Lakes Quarry	0.53
38-3E-17.00	Conde Creek Road	2.52

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

Jackson County, Oregon

INDEX

SPECIAL PROVISIONS

100	GENERAL
500	RENOVATION OF EXISTING ROADS
600	WATERING
2600	POST HARVEST WORK

GENERAL - 100

101 - Prewrite Conference(s):

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

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

102 - Definitions:

AASHTO - American Association of State Highway and Transportation Officials.
Current editions of tests and specifications.

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 subgrade.

End Haul - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting 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 subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

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

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.

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, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

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

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.

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

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.

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 cohesionless soils.

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

103 - Compaction equipment shall meet the following requirements:

103f - Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM),

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

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

103g - Vibratory compactor. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.

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

RENOVATION OF EXISTING ROADS - 500

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

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

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

Road No.	From	To
38-3E-9.04	0.00	0.35
38-3E-9.05	0.00	0.22
38-3E-15.00	0.00	0.61
38-3E-15.01 A	0.00	0.53
38-3E-15.03	0.00	0.32
38-3E-15.04	0.00	0.25
38-3E-15.05	0.00	0.15

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 all existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration.
- 507 - The finished grading shall be approved in writing by the Authorized Officer. The Purchaser shall give the Authorized Officer 5 days notice prior to final inspection of the grading operations.

WATERING - 600

- 601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds laying dust, or for other uses in accordance with these specifications.
- 602 - Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- 603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- 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.

POST HARVEST ROAD WORK - 2600

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

Road No.	From	To
38-3E-9.04	0.00	0.35
38-3E-9.05	0.00	0.22
TOTAL MILES		0.57

2602 - Post harvest road work shall consist of the following treatments:

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

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

GENERAL - 3000

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

OPERATIONAL MAINTENANCE - 3100

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

- 3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.
- 3104b - The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.
- Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.
- Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of work, based on current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.
- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement.
- Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based upon current BLM Timber Sale Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, and no less than once per year when actual work is ongoing.
- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer.

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

3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.

3108a - The Purchaser shall perform logging operations on gravel bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

3201 - The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.

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

3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road(s) located in an area separate from the area where logging activities will resume.

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

FINAL MAINTENANCE - 3300

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

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

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

OTHER MAINTENANCE - 3400

3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

3402 - The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

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

- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd^2 of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds^2 of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per yd^2 when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
38-3E-9.00	0.00	0.66
38-3E-9.04	0.00	0.35
38-3E-9.05 A	0.00	0.22
38-3E-15.00	0.00	0.61
38-3E-15.01 A	0.00	0.53
38-3E-15.03	0.00	0.32
38-3E-15.04	0.00	0.25
38-3E-15.05	0.00	0.15

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

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

Road No.	From M.P./STA	To M.P./STA
38-3E-9.00	0.00	0.66
38-3E-9.04	0.00	0.35
38-3E-9.05 A	0.00	0.22
38-3E-15.00	0.00	0.61
38-3E-15.01 A	0.00	0.53
38-3E-15.03	0.00	0.32
38-3E-15.04	0.00	0.25
38-3E-15.05	0.00	0.15

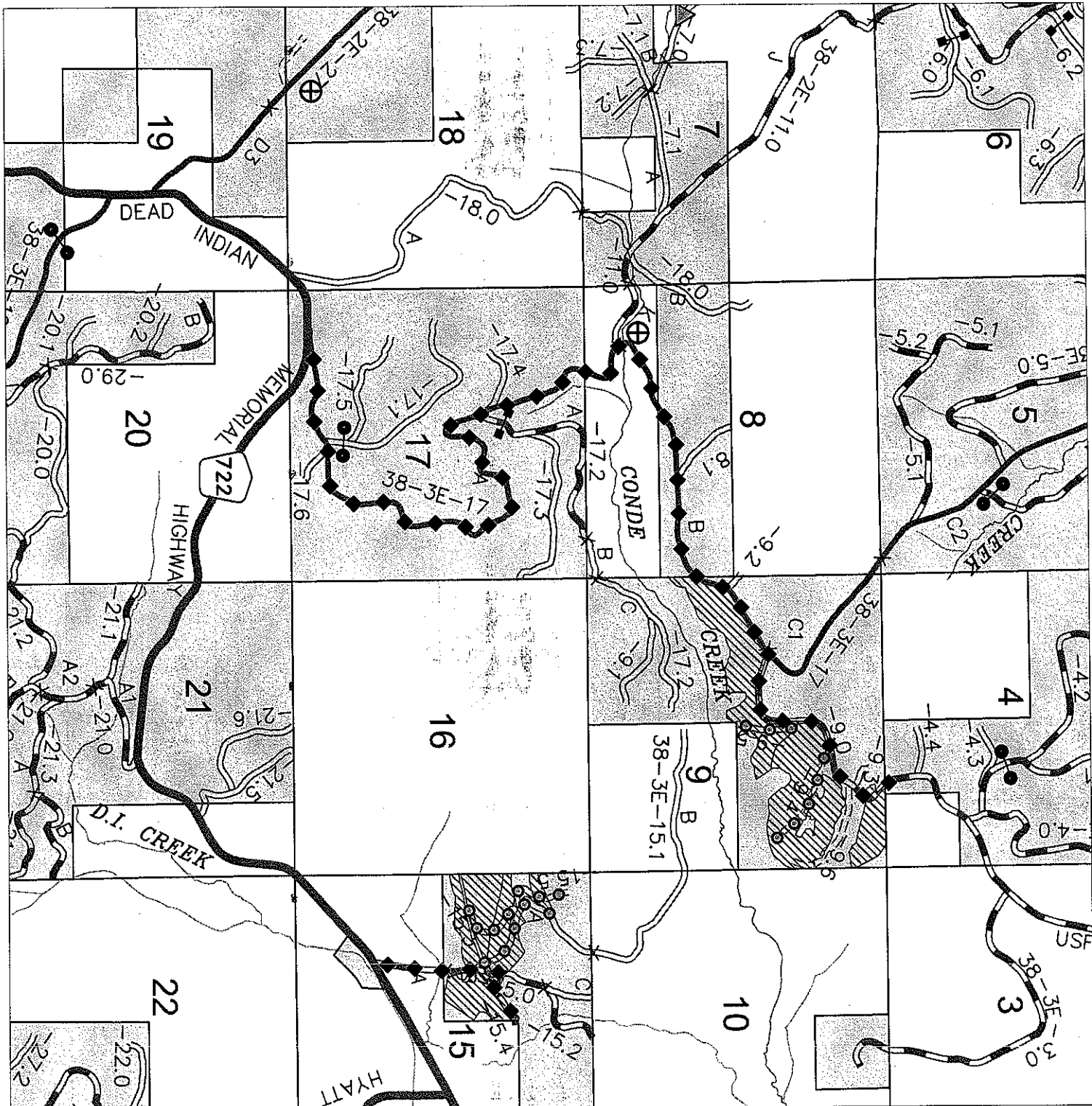
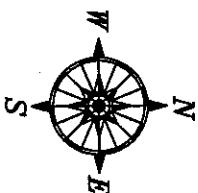
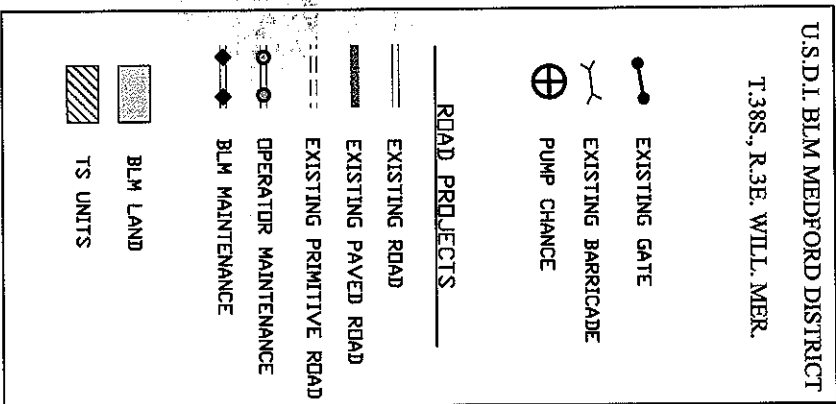
Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received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

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

MC THIN TIMBER SALE
ROAD LOCATION MAP
EXHIBIT D-2, PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT

T.38S., R.3E. WILL. MER.



R.3E.



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

District : Medford
Sale Name : MC Thin
Sale Date : 12/22/2011
Appraisal Method : 16' MBF

Contract # : OR-110-TS12-05
Job File # : M11279
Master Unit : Jackson
Planning Unit : Ashland

Contents

Timber Sale Summary	2
Stumpage Summary	3
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Volume Summary	5
Stump to Truck Costs	7
Other Allowances Costs	8
Consolidated Comments	9

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

Medford
MC Thin
OR-110-TS12-05

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	38S	3E	9	NE1/4, NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4.
O&C	38S	3E	15	NW1/4.

Cutting Volume (16' MBF)

Unit	DF	WF	PP						Total	Regen	Partial	ROW
1	412	266	2						680	0	112	0
2	83	65	1						149	0	15	0
3	99	98	7						204	0	48	0
4	2	6							8	0	3	0
Totals	596	435	10						1,041	0	178	0

Logging Costs per 16' MBF

Stump to Truck	\$	100.16
Transportation	\$	54.75
Road Construction	\$	4.45
Road Amortization	\$	0.00
Road Maintenance	\$	4.82

Other Allowances :

Fuels Treatment	\$ 68.40
Misc	\$ 6.39
Other Costs	\$ 10.41
Total Other Allowances :	\$ 85.20

Profit & Risk

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

Tract Features

Avg Log	Douglas-fir : 90 bf	All : 84 bf
Recovery	Douglas-fir : 91 %	All : 89 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		6
Avg Yarding Slope		10 %
Avg Yarding Distance (feet)		400
Avg Age		100
Volume Cable		0 %
Volume Ground		100 %
Volume Aerial		0 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		0.00
Road Decommission Stations		0.00

Cruise

Cruised By	Worman,Rentz,Parks
Date	10/11/2011
Type of Cruise	100%
County, State	Jackson, OR

Net Volume

Green (16' MBF)	1,041
Salvage (16' MBF)	0
Douglas-fir Peeler	36
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$780.75

Total Logging Costs per 16' MBF

\$ 249.38

Utilization Centers

Center #1 : White City, OR	40 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	40

Length of Contract

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
MC Thin
OR-110-TS12-05

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	1,899	596	\$ 382.30	\$ 26.76	\$ 249.38	\$ 0.39		\$ 106.50	\$ 63,474.00
WF	2,215	435	\$ 299.35	\$ 20.95	\$ 249.38			\$ 29.90	\$ 13,006.50
PP	57	10	\$ 311.12	\$ 21.78	\$ 249.38			\$ 40.00	\$ 400.00
Totals	4,171	1,041							\$ 76,880.50

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir			6.0	63.0	30.0	1.0
White Fir				72.0	25.0	3.0
Ponderosa Pine				47.0	45.0	8.0

Marginal Log Volume

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

Appraised By : Rentz, George

Date : 11/09/2011

Area Approval By : Rentz, George

Date : 11/09/2011

District Approval By :

Date :

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

Medford
MC Thin
OR-110-TS12-05

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	1,899	596	482	1,007
White Fir	2,215	435	340	746
Ponderosa Pine	57	10	8	17
Total	4,171	1,041	830	1,770

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,171	4,171	280	16.5	1,106	13,222	83

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
13,222	845	14,067	3	1,041	1,171	89 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
656	1,899	345	18.0	628	6,943	90

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
6,943	341	7,284	3	596	656	91 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		112		112
2		15		15
3		48		48
4		3		3
Totals :		178		178

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

Medford
MC Thin
OR-110-TS12-05

Sale Volume Totals

178 Acres 0 Regen 178 Partial 0 R/W 4 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	1,899	6,943	341	596	628	656	482	508	531	1,007	1,061	1,111
White Fir	2,215	6,111	493	435	468	505	340	365	395	746	803	871
Ponderosa Pine	57	168	11	10	10	10	8	8	8	17	18	19
Totals	4,171	13,222	845	1,041	1,106	1,171	830	881	934	1,770	1,882	2,001

Unit Totals

Unit : 1 112 Acres 0 Regen 112 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,264	4,630	240	456	434	412
White Fir	1,352	3,762	290	308	286	266
Ponderosa Pine	23	50	2	2	2	2
Unit Totals	2,639	8,442	532	766	722	680

Unit : 2 15 Acres 0 Regen 15 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	252	981	50	90	88	83
White Fir	271	789	93	77	70	65
Ponderosa Pine	1	6		1	1	1
Unit Totals	524	1,776	143	168	159	149

Unit : 3 48 Acres 0 Regen 48 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	548	1,476	84	112	106	98
Douglas-fir	377	1,315	49	108	104	99
Ponderosa Pine	33	112	9	7	7	7
Unit Totals	958	2,903	142	227	217	204

Unit : 4 3 Acres 0 Regen 3 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	44	84	26	8	6	6
Douglas-fir	6	17	2	2	2	2

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

Medford
MC Thin
OR-110-TS12-05

Unit Totals	50	101	28	10	8	8
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
MC Thin
OR-110-TS12-05

Stump to Truck Costs

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 104,268.52	1,041	\$ 100.16

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Track Skidder	GMMBF	1,106	\$ 92.50	\$ 102,305.00
Subtotal				\$ 102,305.00

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Directional felling	MBF	52	\$ 12.76	\$ 663.52
Subtotal				\$ 663.52

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Dozer	1	\$ 500.00	\$ 500.00
Yarder / Loader	1	\$ 800.00	\$ 800.00
Subtotal			\$ 1,300.00

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

Medford
MC Thin
OR-110-TS12-05

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$88,690.00	1,041	\$85.20	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 1	\$ 71,200.00	\$ 68.40	N	\$ 0.00
Subtotal	\$ 71,200.00	\$ 68.40		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Seeding/Mulching	\$ 6,650.00	\$ 6.39		\$ 0.00
Subtotal	\$ 6,650.00	\$ 6.39		\$ 0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Skid Location	\$ 880.00	\$ 0.85	N	\$ 0.00
Waterbar Skids	\$ 5,100.00	\$ 4.90	N	\$ 0.00
Landing Clean up	\$ 2,040.00	\$ 1.96	N	\$ 0.00
Additional Tractor Time	\$ 1,360.00	\$ 1.31	N	\$ 0.00
Equipment Washing	\$ 270.00	\$ 0.26	N	\$ 0.00
Ripping	\$ 1,190.00	\$ 1.14	N	\$ 0.00
Subtotal	\$ 10,840.00	\$ 10.41		\$ 0.00

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

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

Medford
MC Thin
OR-110-TS12-05

General

Yarding & Loading

Additional move-in = sec 9 to sec 15(1 cat/1Loader).
Directional felling = felling away from prop. lines/riparians.

Road Costs

(see Engineering Appraisal for details).

Transportation

Unit 1 Conde Creek rd/ Dead Indian/ I5/ Hwy62.

(see Transportation appendix for details).

Other Allowances

Skid Location = Predesignating skids with flagging
Waterbar skids = water bar skids (178ac)
Landing cleanup = loader piling landing slash on @29 landings
Additional tractor time = Landing improvement & blocking main skids
Equipment washing = Mobile pressure washing unit for cleaning dozer & loader.
Ripping = Scarify?contour 29 1/4 acre landings(Contract E-1).
Seeding?Mulching = seeding/mulching 29 1/4 acre landings (See Ripping above).

Prospectus

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1. Road Use Fees - Amortization

R/W	Rd Use	Vol	Road Use
Number	Road Number	Fee x MBF	= Obligation

(1) Subtotal

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

Road Number	A Surf	Maint	Vol	Total
and Segment	N Type	Mi x Fee x	MBF =	Maint
38-3E-17.00	A BST1	3.74 0.65	829	\$2015.30
38-3E-15.04	A ASC	0.25 1.13	67	\$18.93
38-3E-15.00	A PRR	0.36 1.13	212	\$86.24
38-3E-9.00	A ASC	0.34 1.13	225	\$86.45
38-3E-9.00	A ASC	0.52 1.13	224	\$131.62
38-3E-9.00	A ASC	0.66 1.13	149	\$111.12

(2.1) Subtotal \$2449.66

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

(3.1) Subtotal

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

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

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

(4.1) Subtotal (4.2) Subtotal

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

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

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

(5.1) Subtotal (5.2) Subtotal

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

6. Other Maintenance Payments - USFS or Others Perform Maintenance

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

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)

ROCK HAUL (7.2) 2/ 3/

Road No	1/	A	RkWear	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi	x Fee	x MBF	= RkWear	Mi	x Fee	= RkWear
38-3E-15.05	A	0.15	0.00	8	\$0.00	0.00	0.00	\$0.00
38-3E-15.03	A	0.32	0.00	67	\$0.00	0.00	0.00	\$0.00
38-3E-15.01	A A	0.21	0.00	212	\$0.00	0.00	0.00	\$0.00
38-3E-9.05	A	0.22	0.00	225	\$0.00	0.00	0.00	\$0.00
38-3E-9.04	A	0.35	0.00	224	\$0.00	0.00	0.00	\$0.00

(7.1) Subtotal \$0.00

(7.2) Subtotal \$0.00

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

7. Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.
 If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions, RC-2a and RC-2h 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	1	\$335.00	0.59	\$197.65
Back Hoe:				\$335.00	0.59	\$0.00
Loader:				\$335.00	0.59	\$0.00
Water Truck:		1	1	\$206.00	0.59	\$121.54
Dump Truck 2/:				\$214.00	0.59	\$0.00

(7.3A) Total \$319.19

- 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:	1.57		459.60	1	\$721.57
Blade Ditch:	0.00		153.20	0	\$0.00

(7.3C) Total \$721.57

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

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

Type Equipment	No Slides /Slumps	Hours x Each	Equip Cost	= Subtotal
Grader:	0	0	119.90	\$0.00
Loader:	0	0	84.43	\$0.00
Backhoe:	0	0	62.55	\$0.00

(7.3D) Total \$0.00

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

7.3E Dust Palliative (Water) 1/

Spreading Hours

Miles	/ MPH	= Hours	x No Days	x Freq /Day	= Truck Hours
2.83	5	0.6	11	1	6.6
Load & Haul-Roundtrip = 2.0 6 1 12.0					
Fixed Hours (3000 Gal. tanker)					
Total Hours = 18.6					

Truck Cost: \$82.33/Hr. x 18.6 Hours = \$1531.34

(7.3E) Total \$1531.34

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 \$2.18/C.Y. x 0.00 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
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects

T.S. Update 04/15/10

T.S. Contract Name: MC Thin TS Sale Date: Dec 2011

Prepared by: Josh R Ph: 2258 Print Date: 11/9/2011 3:30:53 PM

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

Improve: 0.00 sta Renov: 128.31 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:	\$2,199.76
Blading 2.43 mi	
Surfacing:	\$598.26
700 Quarry Name: Private 40 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: 1.6 acres	\$499.42
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:	\$1,336.80
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00

Total: 1,041 mbf @ \$4.45/mbf = \$4,634.24

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

File D:\JRobeson\2011\TSales\TS-12-05_MC Thin\Rd Costs\Mc Thin.mdb

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-09.04 Road Name: Conde Spur

Road Renovation: 0.35 mi 12 ft Subgrade 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:	\$316.84
Blading 0.35 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: 0.3 acres	\$93.64
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:	\$752.08
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
Total:	\$1,162.56

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-09.05 Road Name: Conde Spur

Road Renovation: 0.22 mi 12 ft Subgrade 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:	\$199.16
Blading 0.22 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: 0.2 acres	\$62.43
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:	\$584.72
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
Total:	\$846.30

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-15.00 Road Name: Owens Rd

Road Renovation: 0.61 mi 16 ft Subgrade 3 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:	\$552.20
Blading 0.61 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: 0.0 acres	\$0.00
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. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00

Total: \$552.20

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-15.01 A Road Name: Owens Rd

Road Renovation: 0.53 mi 14 ft Subgrade 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:	\$479.78
Blading 0.53 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: 0.5 acres	\$156.07
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. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00

Total: \$635.85

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-15.03 Road Name:

Road Renovation: 0.32 mi 14 ft Subgrade 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:	\$289.68
Blading 0.32 mi	
Surfacing:	\$598.26
700 Quarry Name: Private 40 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: 0.3 acres	\$93.64
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. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00

Total: \$981.58

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-15.04 Road Name: Bruno Spur

Road Renovation: 0.25 mi 16 ft Subgrade 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:	\$226.31
Blading 0.25 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: 0.2 acres	\$62.43
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. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
Total:	\$288.74

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: MC Thin TS Sale Date: Dec 2011

Road Number: 38-3E-15.05 Road Name: MG Spur

Road Renovation: 0.15 mi 12 ft Subgrade 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:	\$135.79
Blading 0.15 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: 0.1 acres	\$31.21
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. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
Total:	\$167.00

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are COMPACTED in place cubic yards.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

LUMP SUM SALE

Name of Bidder
Tract Number OR110-TS12-05
Sale Name MC Thin
Sale Notice (dated) 11/23/2011
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 **\$7,700.00** 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	596	X	=	X	=
White fir	MBF	435	X	=	X	=
Ponderosa pine	MBF	10	X	=	X	=
TOTAL		1041	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.		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
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.		

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.