

P R O S P E C T U S

***SBA Set-Aside Sale

ASHLAND RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # OR110-TS12-02
December 22, 2011

#1 Rio Power (5900), Jackson County, O&C

BID DEPOSIT REQUIRED: **\$3,900.00**

All timber designated for cutting in NW¼ NE¼, S½ NE¼, E½ NW¼, NE¼ SW¼, SE¼ Sec. 17; NE¼ SE¼ Sec 21, S½ NW¼ Sec. 25, N½ NW¼ Sec. 27, T. 37 S., R. 1 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
5,273	502	1,153	Douglas-fir	607	\$62.20	\$37,755.40
248	19	45	Ponderosa pine	24	**\$30.90	\$741.60
5,521	521	1,198	TOTAL	631		\$38,497.00

*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).

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

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 13.1 inches DBHOB; the average gross merchantable log contains 44 bd. ft.; the total gross volume is approximately 700 M bd. ft; and 90% recovery is expected. (Average DF is 13.1 inches DBHOB; average gross merchantable log DF contains 44 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 – Ten (10) units containing one hundred, forty five (145) acres to be partial cut and four (4) road right-of-ways containing three (3) acres to be clear 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, Right-of-Way and Road Use Agreement as shown in Section 41 (C)(9), 41 (C)(10), and 41 (C)(11). Among other conditions, these agreements require payment of road use fees and completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to pay a rockwear fee of \$0.39 per MBF or a total of \$243.15 for the use of these roads as shown in Section 41(C)(3). The Purchaser will be required to maintain all of the roads which he constructs plus 7.81 miles of existing road.

ROAD CONSTRUCTION – The contract will require the Purchaser to construct 55+50 stations of road. Additional information is available in the timber sale prospectus.

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. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Section 41(G)(1) defines the slash disposal and site preparation work that may be required under this contract. Because of the significant uncertainty as to the appropriate level of slash disposal and site preparation that may be needed during the life of the contract the BLM has defined the treatment costs in Section 41(G)(2)(a) but has only appraised for a small portion of the work that might be required in Section 41(G)(1). The BLM, in accordance with Section 41(G)(2)(c), will unilaterally modify the contract to accomplish all of the necessary slash disposal and site preparation, beyond that which was appraised, using the menu of prices defined in Section 41(G)(2)(a). Appraised slash disposal consists of 10 acres of hand piling/covering, and 10 acres of hand pile burning.

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. A BLM logging plan was prepared for the appraisal and is available for review.
3. In skyline cable yarding units, to maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, kept to a minimum number per landing, as operationally feasible, and width shall be kept as narrow as possible (max. 15 feet). Cable landings should be spaced one hundred fifty (150) feet apart where feasible.
4. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
5. The BLM will install a temporary bridge as shown on Exhibit C-2. The Purchaser shall notify the Authorized Officer 30 days prior to any road, falling, or logging operations. All road work and log hauling must be completed prior to October 15 of the same year as the bridge is installed. At that time the BLM will remove the bridge.
6. 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 Medford, Oregon, (near the BLM and/or the Medford Airport) take Highway 62 (Crater Lake Hwy) north towards White City approximately six miles to Hwy 140. Turn right (east) on Hwy 140, go approximately 4 miles to East Antelope Creek Road and turn right (southeast). Go approximately 8 miles to BLM road 37-1E-23.



ENVIRONMENTAL ASSESSMENT - An Environmental Assessment (DOI-BLM-OR-M060-2011-0010-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

Rio Power Timber Sale

OR-110-TS12-02

	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 17-2, 17-6A, 17-6B, 17-6C, 17-7A, 25-3, 27-1A) <i>Soils mitigation</i>																								
Hauling on all roads.																								
Road construction/improvement.																								

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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 5,521 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.

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Section 41

(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.

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

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

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

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

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

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

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

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

(B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of 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 all units 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 17-2, 17-6A, 17-6B, 17-6C, 17-7A, 25-3, 27-1A</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 harvester-forwarder shall be limited to operating on soil moisture conditions of less than 15% by weight at three 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>Front end loaders shall not be used in units or on landings.</p>

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Designated Area	Yarding Requirements or Limitations
CABLE YARD Units 17-4, 17-8, 25-1	<p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.</p> <p>The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding.</p> <p>Hand waterbars would be constructed on cable corridors that are gouged or likely to channel water, as directed by the Authorized Officer.</p> <p>To maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, and kept to a minimum number per landing, as operationally feasible, or as directed by the Authorized Officer.</p> <p>Corridors will be kept as narrow as possible (maximum fifteen feet), and landings will be no closer than 150 feet apart, as operationally feasible.</p> <p>Prior to falling any timber in a cable yard unit, corridors and tail/lift trees and/or intermediate support trees must be identified and flagged by the Purchaser and approved by the Authorized Officer.</p> <p>No yarding will be allowed up or down draw bottoms and no yarding corridors will be allowed in riparian reserves, except as permitted by the Authorized Officer.</p> <p>Trees shall be felled to the lead in respect to the yarding corridor.</p> <p>Front end loaders shall not be used in units or on landings, except as permitted by the Authorized Officer.</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 one hundred eighty (180) feet of any stream as shown on Exhibit A.
- (7) L-18 Burning is not permitted within 0.25 miles of spotted owl sites from March 1 through June 30, or until two weeks after the fledging period, unless substantial smoke will not drift into the nest patch
- (8) L-18 No road construction/renovation of roads or operator spur construction 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.
- (9) 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.
- (10) L-18 No ground-based operations or operator spur constructions/use 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.
- (11) 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.
- (12) 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.
- (13) 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.

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- (14) 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, 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.

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- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- (6) failed to properly segregate any pulled over tree that was yarded to the landing.
- (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) cut more 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

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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 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-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, B Bar K Cascade Ranch LLC, Bent H. Peterson, and or Plum Creek Timberlands, 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)(7). 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
37-1E-17.00	0.34	BLM	NAT
37-1E-17.01	0.08	BLM	NAT
Sec. 20 Spur	0.30	PVT	ASC
37-1E-20.00 A	0.28	PVT	NAT
37-1E-20.00 B	1.25	BLM	NAT
37-1E-21.00 B2	0.13	PVT	NAT
37-1E-21.01	1.00	PVT	NAT
37-1E-22.02 A	0.38	PVT	NAT
37-1E-22.02 B	0.23	BLM	NAT
37-1E-23.00 A	0.42	BLM	ASC
37-1E-23.00 B	1.85	PVT	ASC
37-1E-23.00 C1-D	0.36	PVT	NAT
37-1E-25.00	0.58	PVT	NAT
37-1E-25.00	0.23	BLM	NAT
37-2E-30.01 A	0.22	PVT	NAT

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Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
37-2E-30.01 B	0.16	PVT	NAT
Total	7.81		

- (4) 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)(3) 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.
- (5) RC-2d The Purchaser shall be authorized to use other roads not included in Section 41(C)(3) 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)(7) of this contract shall be amended to include adjustments of fee obligations.

- (6) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the 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)(3). 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

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manner as and together with payments required in Section 3 of this contract.

- (7) RC-2g The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount Two Hundred Forty Three and 15/100 dollars (\$243.15) for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 41(C)(3). The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds Five Hundred and no/100 Dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (8) 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.
- (9) RC-3 In the use of road No. 37-1E-30.01 A the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-1310 dated July 21, 1980 between the United States of America and B Bar K Cascade Ranch LLC. These conditions include: Payment to B Bar K Cascade Ranch LLC, a road use obligation fee payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (10) RC-3 In the use of road No. 37-1E-30.01 B and 37-1E-25.00 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-1310 dated July 21, 1980 between the United States of America and Bent H. Peterson. These conditions include: Payment to Bent H. Peterson, a road use obligation of Four Hundred Seventy Six and 15/100 dollars (\$476.15) payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to

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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-3 In the use of road No. 37-1E-20.00 A, Sec 20 Spur, 37-1E-21.00 B2, 37-1E-21.01, and 37-1E-23.00 D the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-1396 dated February 02, 1984 between the United States of America and Plum Creek Timberlands. These conditions include: Payment to Plum Creek Timberlands, a road use obligation fee payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (12) 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.
- (13) RC-5 In the construction of road No. 37-1E-25.00, as shown on Exhibit C, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement No. M-1310 dated July 21, 1980 between the United States of America and Bent H. Peterson. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504.
- (14) RC-5 In the construction of road No. 37-1E-23.00, as shown on Exhibit C, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement No. M-2000 dated May 26, 2000 between the United States and Plum Creek Timberlands. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504.
- (15) RC-7 Prior to cutting or removing any timber from the road and right-of-way between stations 0+00 and 10+03 on Road No. 37-1E-23.00 as shown in the

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Exhibit C, the Purchaser shall pay to Plum Creek Timberlands, the owner of the right-of-way timber, the total value of that timber, as shown below, based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth in Exhibit B.

Species	Estimated Volume - M. bd. ft.	Price per Unit	Estimated Volume times Unit Price
P. PINE	1.0	\$27.90	\$27.90
Total	1.0		\$27.90

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

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

Details shall include:

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

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

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- (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) A short temporary logging spur/landing in Unit 17-8 may be utilized between June 1 and October 15 of the same operating season with prior approval of the Authorized Officer. Scarify, waterbar, cover with placed woody material, and block access to the spur/landing and main skid trails tributary to the landing.
 - (c) 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)

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

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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:

<u>Species</u>	<u>Percent of 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.

- (d) 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.
 - (e) The BLM will install a temporary bridge as shown on Exhibit C-2. The Purchaser shall notify the Authorized Officer 30 days prior to any road, falling, or logging operations. All road work and log hauling must be completed prior to October 15 of the same year as the bridge is installed. At that time the BLM will remove the bridge.
- (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

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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.
 - (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.

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- (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;
 - (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

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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 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

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written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against

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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 \$473.25. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$473.25 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 or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.

(F) Fire Prevention and Control

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- (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 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.

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- (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.
- (9) F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable

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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.
 - 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.

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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.

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- (2) SD-5 Perform logging residue reduction and site preparation work on approximately 10 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	\$324.00
Burn Handpile – Level 2	\$24

- (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	\$324.00	10	\$3,240.00
Hand Pile Burn L1	\$24.00	10	\$240.00
Total Appraised Cost			\$3,480.00

- (c) The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 41(G)(2)(a) differs from \$3,480.00 as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 41(G)(2)(a).
- (3) SD-2 Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning, and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.
- (a) In Units the Purchaser shall fall any trees or snags as determined by the Authorized Officer or designated representative to be hazardous for the prescribed burning operations. This work shall be completed within one (1) month of completion of yarding the unit.

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SPECIAL PROVISIONS

- (b) Burn and mop-up landings in accordance with Sections 41(G)(3)(b)(1) and (G)(3)(b)(2).
1. Prescribed fire plans shall be prepared for hand pile burning activities to ensure that resource and fire management objectives are met by setting parameters under which the burning may take place. Prescribed burning within the harvest units will be conducted in a manner that will minimize damage to reserve trees, duff and soil, and to avoid loss of large, coarse woody debris and will be consistent with ecosystem management objectives.
 2. Piles will be burned in the fall/winter season after one or more inches of precipitation has occurred to reduce the potential for fire spread and scorch and mortality to the residual trees and shrubs. Patrol and mop-up of burning piles will occur when needed to prevent escape. The timing of prescribed burns depends on these parameters and the availability of adequate fire suppression resources as a contingency plan in the event of escaped fire.
 3. For Igniting and Burning Piles in Units as directed by the Authorized Officer and All Landings
 - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative. One (1) person shall meet the qualifications and fitness standards for Crew Boss (Single Resource) (CRWB) as shown on Exhibit S-310-1.
 - b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member. Crew members shall meet the qualifications and fitness standards for Firefighter (FFT2) as shown on Exhibit S-310-1. Crew Foreman shall meet the qualifications and fitness standards for Advanced Firefighter/Squad Boss (FFT1) as shown on Exhibit S-310-1.
 - c. Two (2) tank truck drivers. One (1) person assigned to each tank truck shall meet the qualifications and fitness

RIO POWER TIMBER SALE
SPECIAL PROVISIONS

standards for Engine Boss (Single Resource) (ENGN) as shown on Exhibit S-310-1.

- d. Two (2) tank trucks. One truck shall have one thousand (1,000) gallons or more capacity and one (1) truck shall have five hundred (500) gallons acceptable to the Authorized Officer. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.
 - e. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated "Y" valves, six (6) one and one-half (1½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended.
 - f. Ten (10) drip torches, Forester Sealtite, or equivalent.
 - g. Hand ignition with drip torches is required in Units described by the Authorized Officer, all ignition personnel will be directly supervised by a BLM representative.
 - h. All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - i. All ignition personnel shall arrive at the project area(s) with the following personal protective equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.
4. Mop-up of All Hand Piles in Units described by the Authorized Officer. Mop-up Landing Piles. All mop-up personnel will be directly supervised by a BLM representative.

RIO POWER TIMBER SALE
SPECIAL PROVISIONS

- a. Foam will not be used within 150 feet of stream channels to control spread of prescribed fire.
- b. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative. One (1) person shall meet the qualifications and fitness standards for Crew Boss (Single Resource) (CRWB) as shown on Exhibit S-310-1.
- c. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member. Crew members shall meet the qualifications and fitness standards for Firefighter (FFT2) as shown on Exhibit S-310-1. Crew Foreman shall meet the qualifications and fitness standards for Advanced Firefighter/Squad Boss (FFT1) as shown on Exhibit S-310-1.
- d. One (1) tank truck driver. One (1) person assigned to each tank truck shall meet the qualifications and fitness standards for Engine Boss (Single Resource) (ENGN) as shown on Exhibit S-310-1.
- e. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity acceptable to the Authorized Officer. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.
- f. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated "Y" valves, six (6) one and one-half (1½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended.

RIO POWER TIMBER SALE
SPECIAL PROVISIONS

- g. All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
- h. All mop-up personnel shall arrive at the project area(s) with the following personal protective equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.

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

All listed personnel shall meet the qualifications, physical fitness standards, and currency requirements shown on Exhibit S-310-1. All personnel shall arrive at the project area(s) with the following personal safety equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.

All crews shall arrive on the project area(s) equipped with radios capable of inter-crew communications and communication with a BLM representative at the ratio of one (1) radio per every five (5) crew members.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit S as required in Section 41(G) for 750 work hours for each broadcast burn unit and 450 work hours for each piled unit and piled landing as directed by the Authorized Officer within a ten (10)-day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

RIO POWER TIMBER SALE
SPECIAL PROVISIONS

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

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

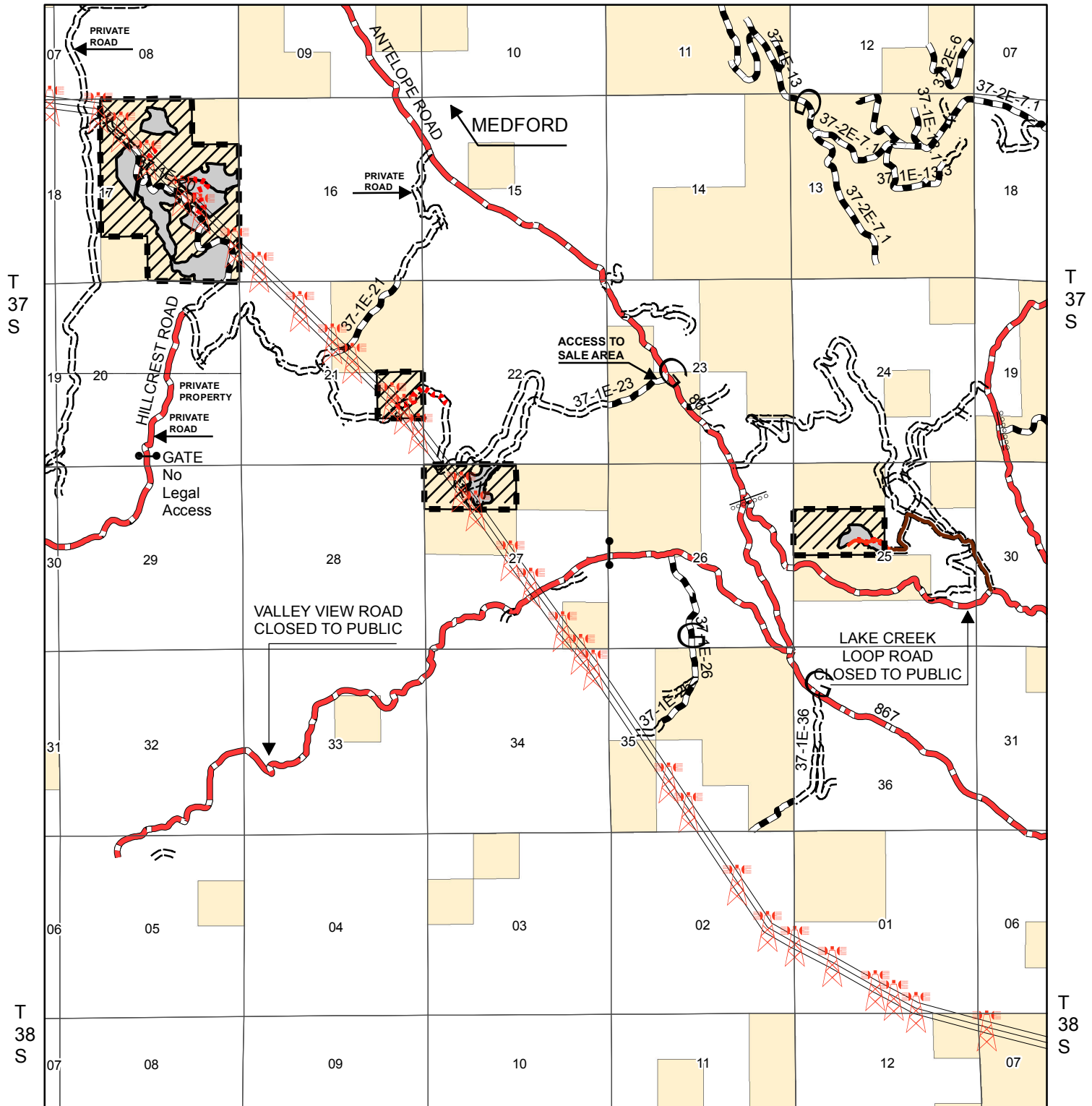
In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

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

(H) Equal Opportunity in Employment

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

RIO POWER TIMBER SALE LOCATION MAP OR-110-TS12-02



R 1 E

R 2 E

G

Gate

o o o o o o

Earth berm

- - - -

Contract Boundary

■

Harvest Units

■

Bureau of Land Management

Miles



Legend

	Gate		New Road Construction
	Earth Berm		BLM Road
	Township		County Road
	Section		Private or Unimproved Roads
	BLM		Springs_Seep
	County		Contour 40' Interval
	Quarry		Streams
	Electrical Transmission Towers		Harvest Units
	High Tension Power Lines		Reserve Area
	Contract Boundary		Bureau of Land Management
	Operator Spur		

TRACTOR YARD HARVEST UNITS UNITS BLUE MARKED FOR CUTTING

17-2, 17-6A, 17-6B, 17-6C, 17-7A, 25-3,
 27-1A.....106.00 AC.

CABLE YARD HARVEST UNITS UNITS BLUE MARKED FOR CUTTING

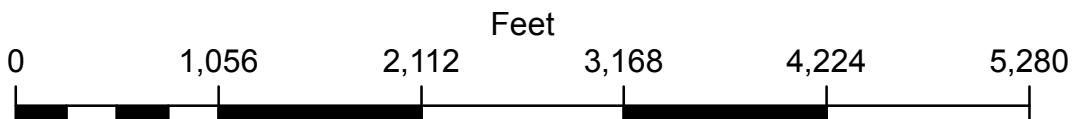
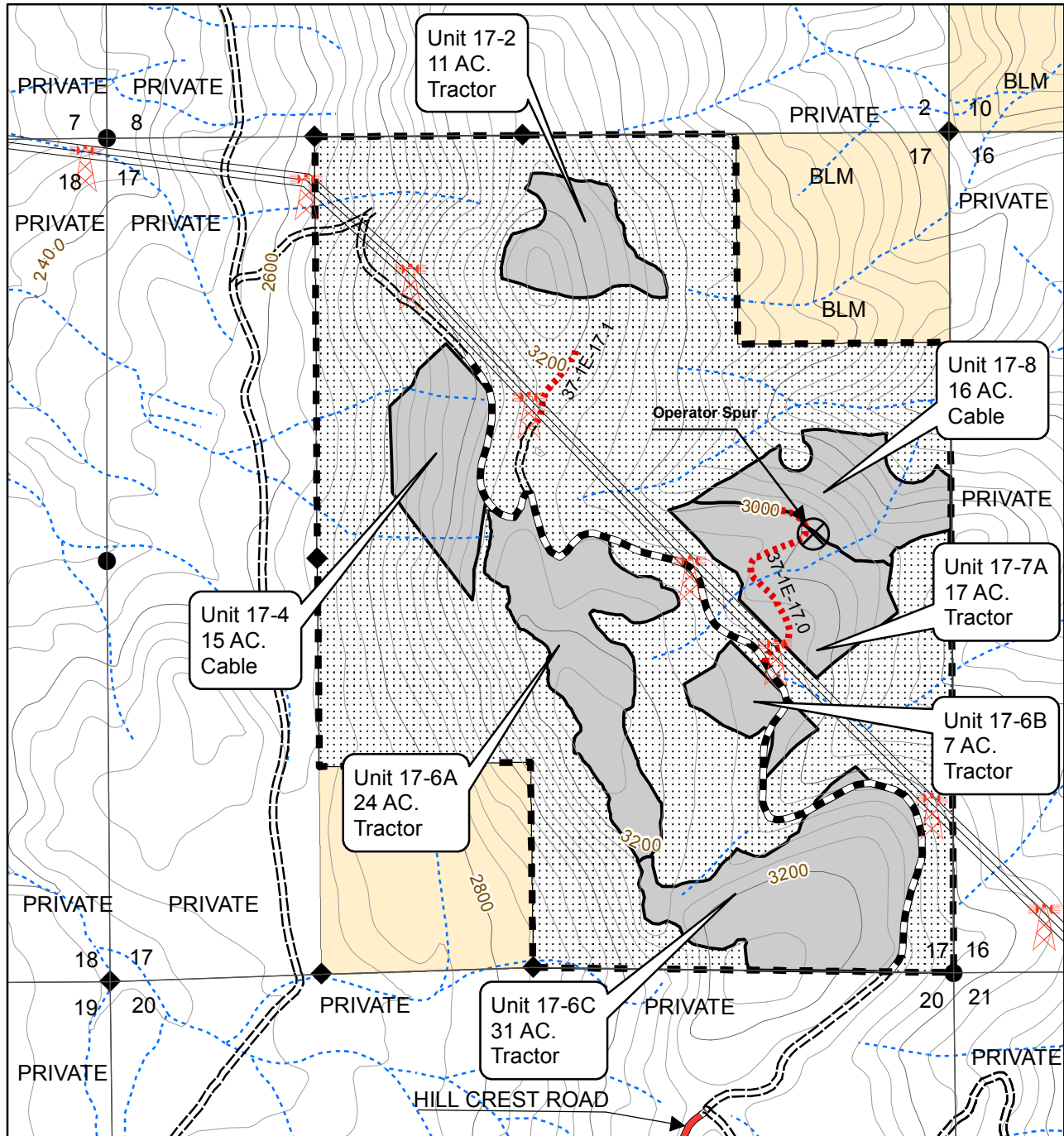
17-4, 17-8, 25-1.....39.00 AC.

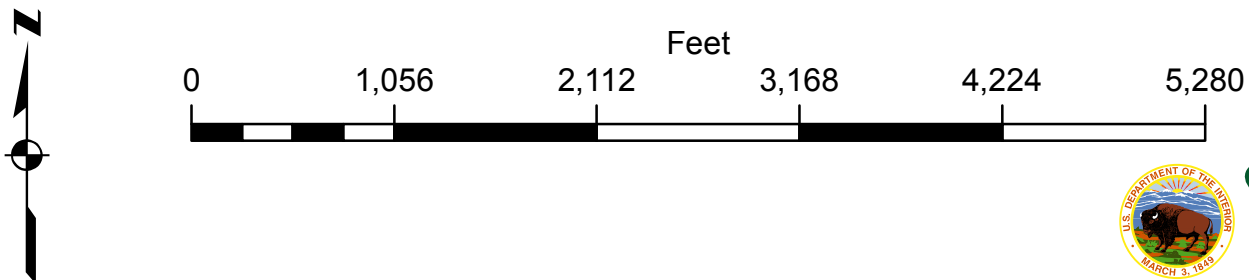
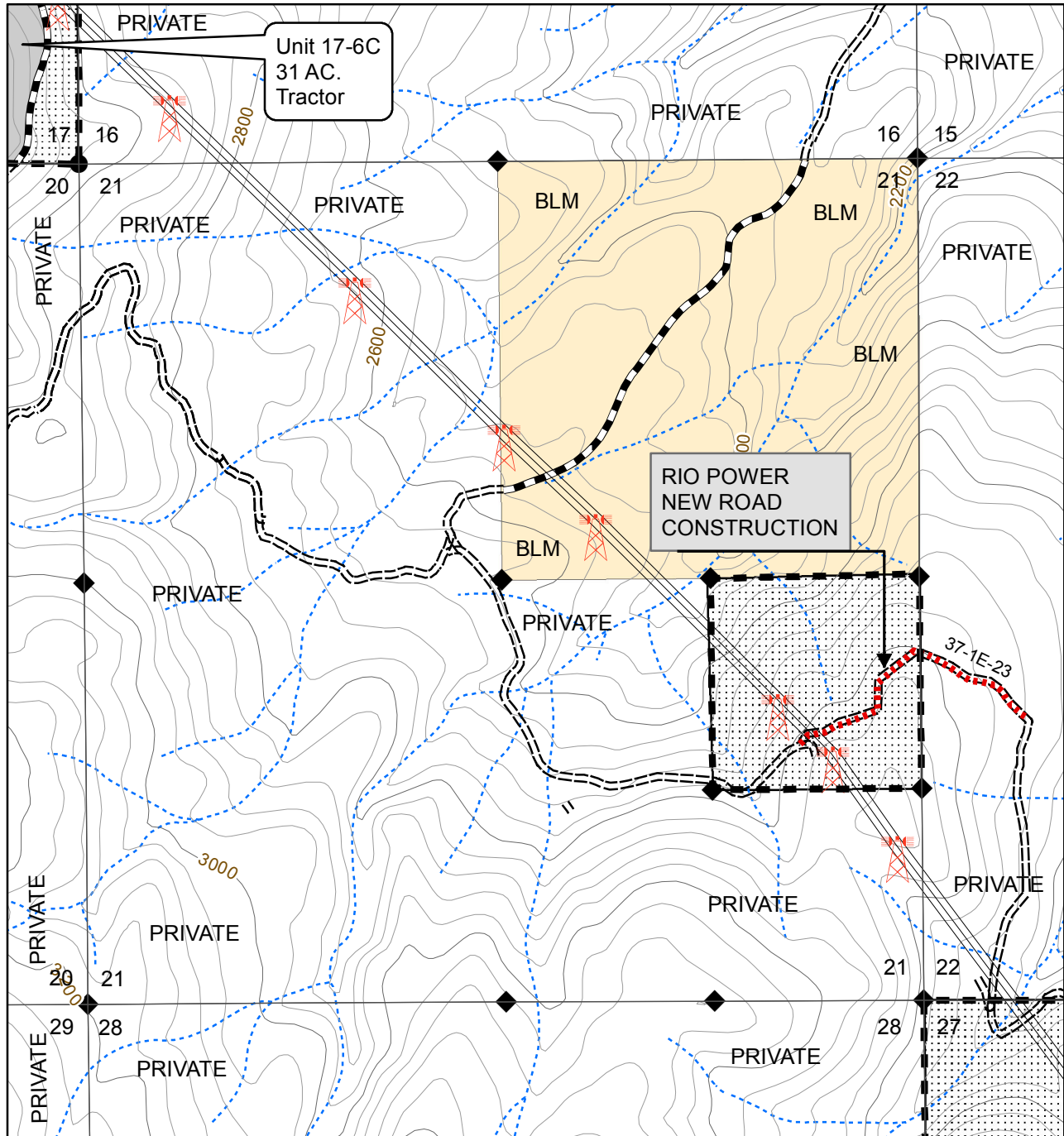
RIGHT OF WAY3.00 AC.

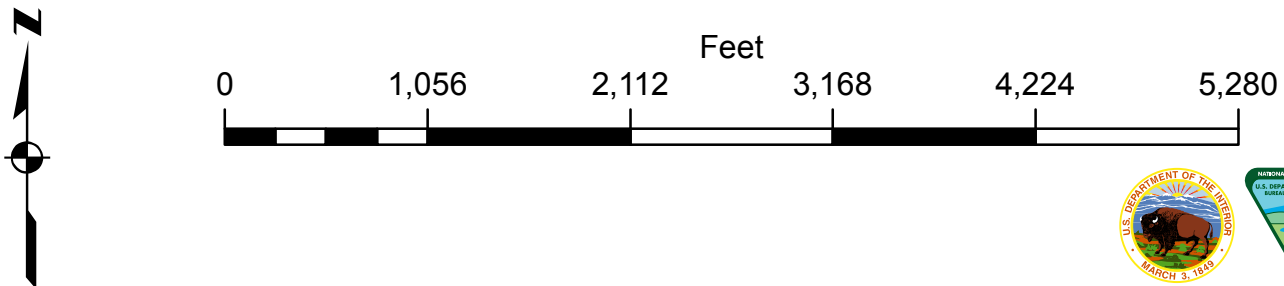
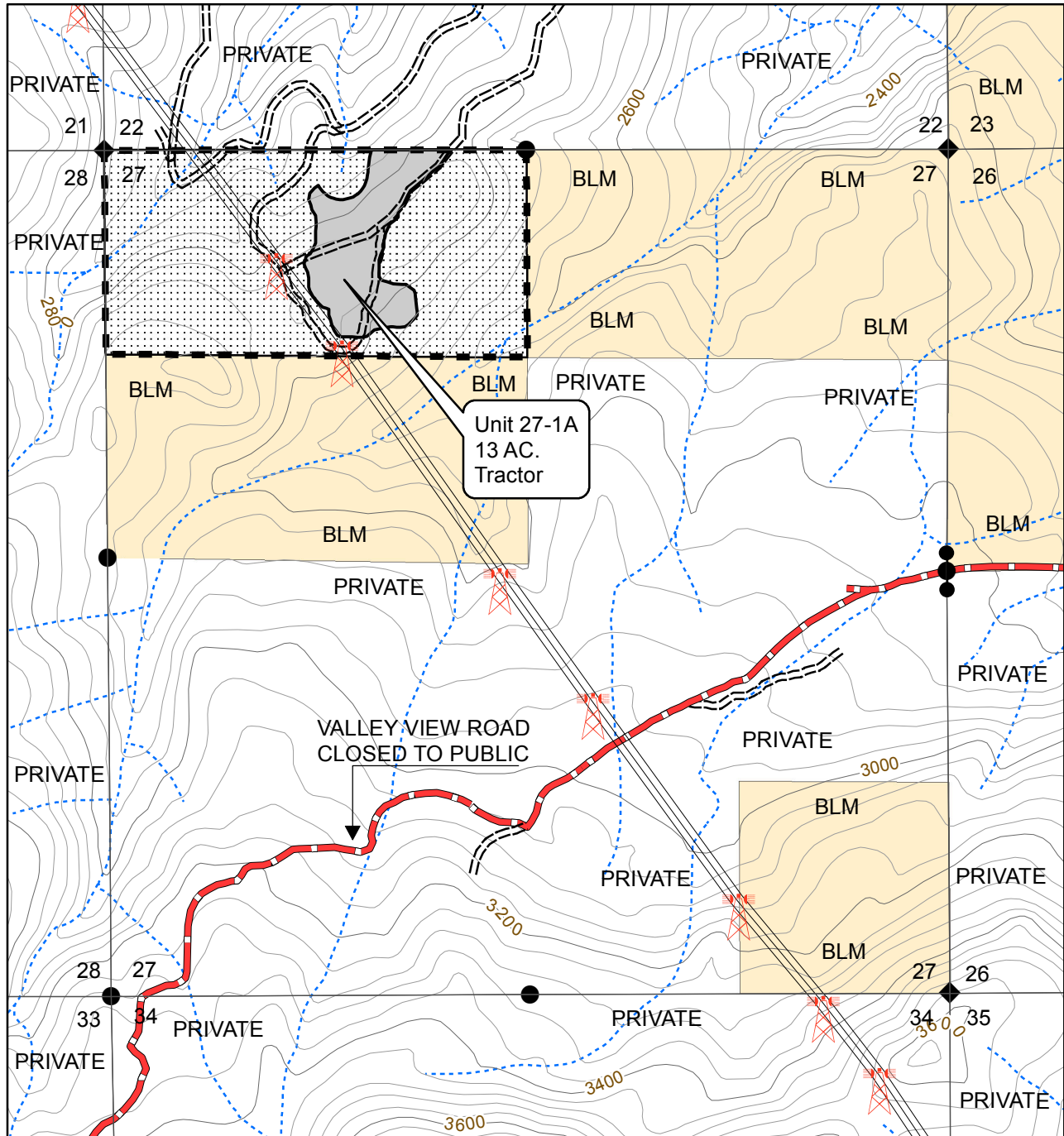
TOTAL.....148.00 AC.

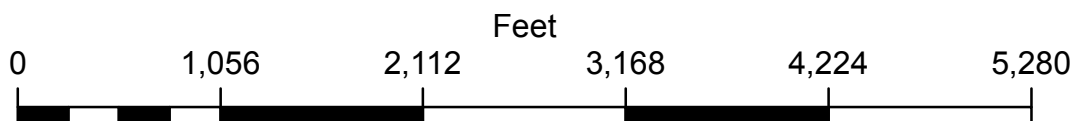
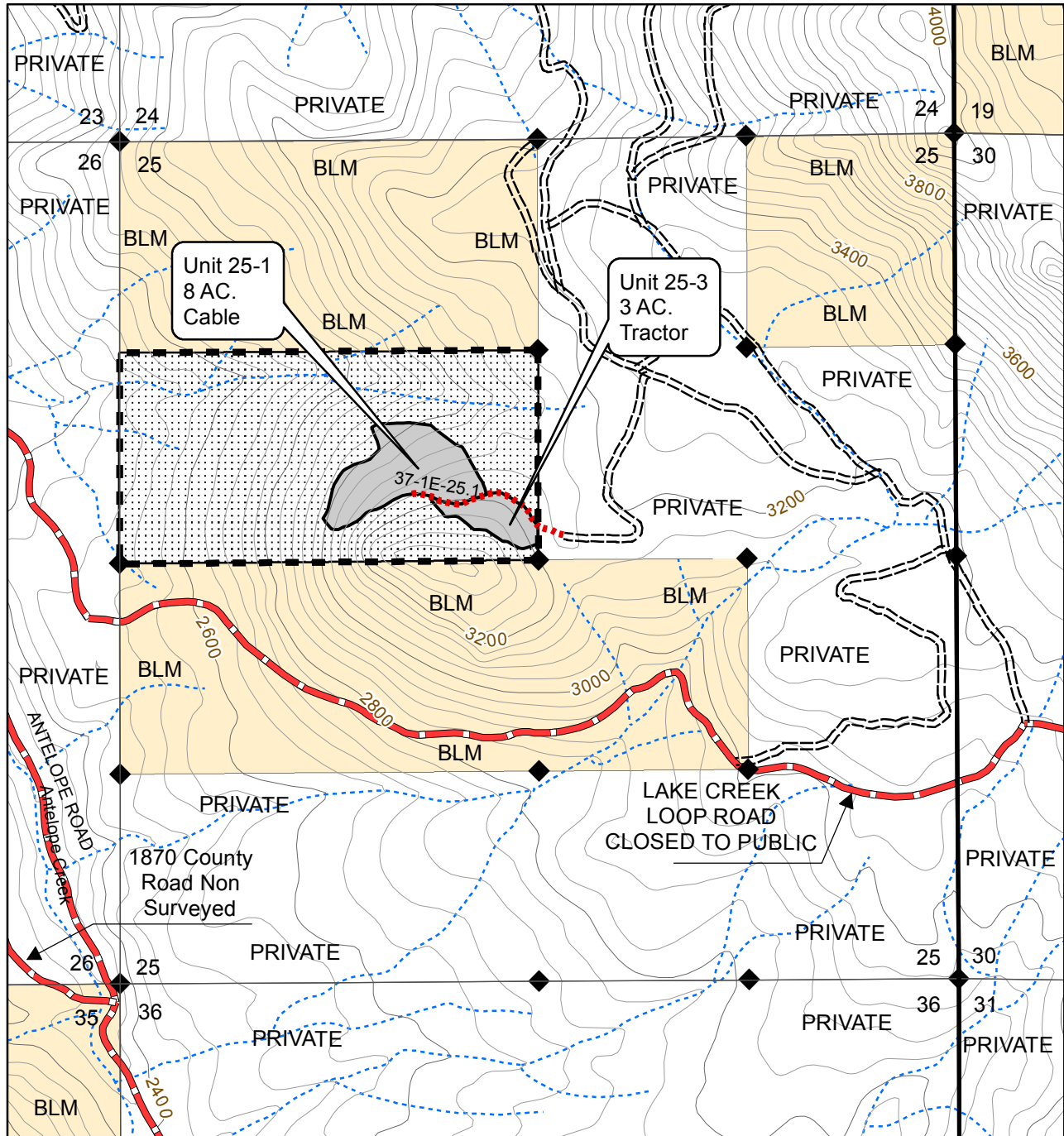
RESERVE AREA.....372.00 AC.

TOTAL CONTRACT AREA.....520.00 AC.











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

District : Medford
Sale Name : RioPower
Sale Date : 11/17/2011
Appraisal Method : 16' MBF

Contract # : TS 12-02
Job File # : M11273
Master Unit : Jackson
Planning Unit : Butte Falls

Contents

Exhibit B

2

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

Medford
RioPower
TS 12-02

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	607		
Ponderosa Pine	24		
Sale Totals	631		

Unit Details (16' MB)

Unit 17-2 **11 Acres** **Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	26		
Ponderosa Pine	4		
Unit Totals	30		

Unit 17-4 **15 Acres** **Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	36		
Ponderosa Pine	4		
Unit Totals	40		

Unit 17-6A **24 Acres** **Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	65		
Ponderosa Pine	10		
Unit Totals	75		

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BUREAU OF LAND MANAGEMENT**

Medford
RioPower
TS 12-02

Unit 17-6B 7 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Ponderosa Pine			
Unit Totals	15		

Unit 17-6C 31 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	105		
Ponderosa Pine	1		
Unit Totals	106		

Unit 17-7A 17 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	80		
Unit Totals	80		

Unit 17-8 16 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	115		
Ponderosa Pine			
Unit Totals	115		

Unit 17ROW 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	32		
Ponderosa Pine	1		
Unit Totals	33		

Unit 21ROW 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1		
Ponderosa Pine	1		
Unit Totals	2		

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

Medford
RioPower
TS 12-02

Unit 25-1 8 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	70		
Ponderosa Pine	2		
Unit Totals	72		

Unit 25-3 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	15		
Ponderosa Pine			
Unit Totals	15		

Unit 25ROW 1 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	19		
Ponderosa Pine			
Unit Totals	19		

Unit 27-1A 13 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	28		
Ponderosa Pine	1		
Unit Totals	29		

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT
RIO POWER TIMBER SALE
TRACT NO. 12-02

EXHIBIT C-1
SHEET 1 OF 1

PROJECT LOCATION

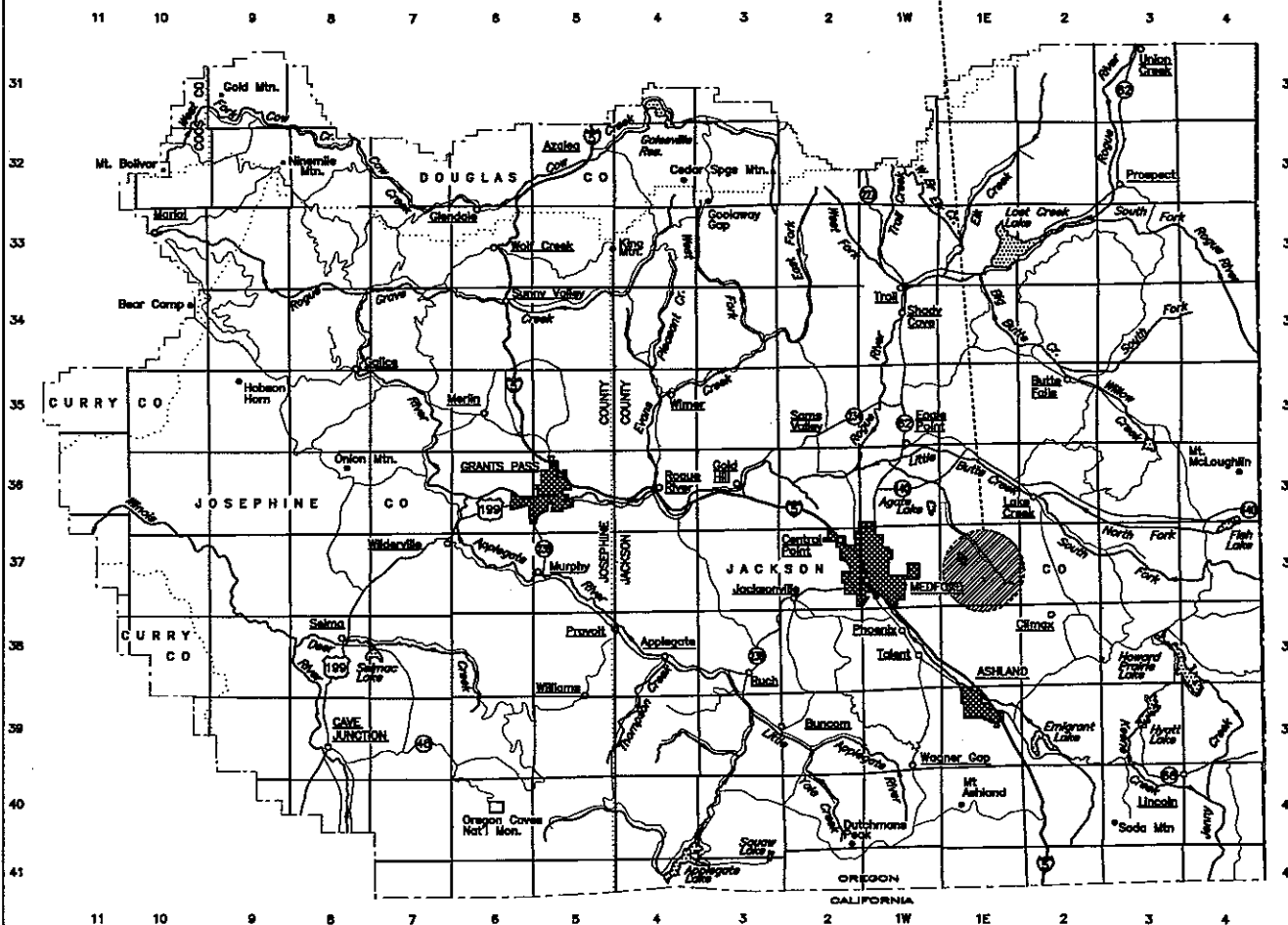


Exhibit No.	Description
C 1	TITLE SHEET
C 2	ROAD LOCATION MAP
C 3	ESTIMATE OF QUANTITIES
C 4	SPECIFICATION SHEET
C 5	DRAINAGE AND EROSION CONTROL
C 6	PLAN AND PROFILE SHEETS
C 7	CONSTRUCTION SPECIFICATIONS
D 1	ROAD MAINTENANCE SPECIFICATIONS
D 2	ROAD MAINTENANCE MAP

ALWAYS
THINK
SAFETY



0 6 12
SCALE IN MILES

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

RIO POWER TIMBER SALE
ROAD LOCATION MAP
EXHIBIT C-2; PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT

T.37S., R.1E. WILL. MER.
T.37S., R.2E. WILL. MER.

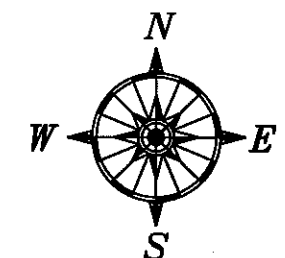
- EXISTING GATE
- Y EXISTING BARRICADE

ROAD PROJECTS

- EXISTING ROAD
- EXISTING PAVED ROAD
- - - EXISTING PRIMITIVE ROAD

- ROAD TO BE CONSTRUCTED
- ★ TEMPORARY BRIDGE TO BE INSTALLED BY THE BLM

- BLM LAND
- ▨ TS UNITS



0 1/2 1
SCALE IN MILES

T.37S.

R.1E.

R.2E.

[illegible]

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

**** Indicate gradation.**

ALWAYS
THINK
SAFETY

REV. NO.		DATE		APPROV.	
U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT MEDFORD, OREGON					
ESTIMATE OF QUANTITIES*					
DRAWN: JWR				SCALE NONE	
DATE JULY 2011				SHEET 1 OF 1	
DRAWING NO.		OR-11-9113.4-2			

TYPE 1

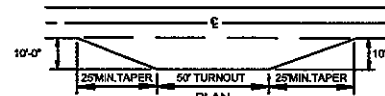
TYPE 2

TYPE 3

TYPE 4

TYPE 5

TYPE 6



NOTES

1. EXTRA SUBGRADE WIDTHS
ADD TO EACH FILL SHOULDER 1FT.FOR
FILLS OF 1-8FT. & 2FT.FOR FILLS OVER
8FT. WIDEN THE INSIDE SHOULDER OF ALL
CURVES AS FOLLOWS:
WHEN THE DEGREE OF CURVE EQUALS
7-21 ADD 1FT.
22-35 ADD 2FT.
36-48 ADD 3FT.
49-64 ADD 4FT.
65-96 ADD 5FT.

2. SURFACING TYPE
A. PIT RUN ROCK MATERIAL
B. GRID ROLLED ROCK MATERIAL
C. SCREENED ROCK MATERIAL
D. CRUSHED ROCK MATERIAL

3. TURNOUTS
 A. WIDTH 10 FT. IN ADDITION TO SUBGRADE WIDTH, OR AS SHOWN ON THE PLANS.
 B. LOCATED APPROXIMATELY AS SHOWN ON THE ROAD PLANS.
 C. INTERVISIBLE AND NOT MORE THAN _____ FT. APART.

4. SURFACING
TURNOUTS, CURVE WIDENING AND ROAD
APPROACH APRONS SHALL BE SURFACED.

- 5. CLEARING WIDTH**
SEE SUBSECTION 2100

**ALWAYS
THINK
SAFETY**

MATERIALS	CUT SLOPES	FILL SLOPES
COMMON	_____	1 1/2:1
SOFT ROCK & SHALE	1/2:1	_____
SOLID ROCK	1/2:1	ANGLE OF R

FULL BENCH CONSTRUCTION IS REQUIRED ON SIDE S
EXCEEDING 80%.

REV. NO.	DESCRIPTION	DATE	APPROV.

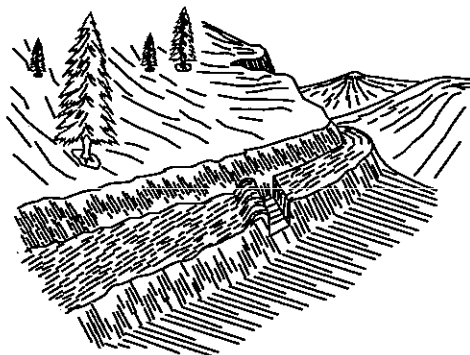
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT
MEDFORD, OREGON

SPECIFICATION SHEET

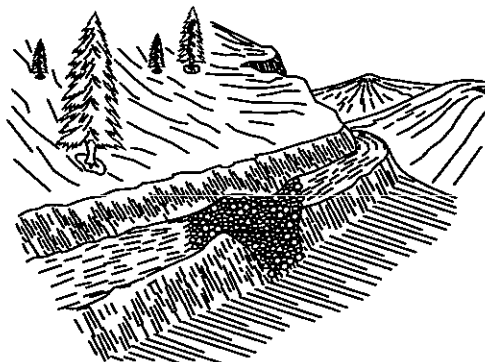
NOTE:

The BLM will install a temporary bridge as shown on Exhibit C-2. The Purchaser shall notify the Authorized Officer 30 days prior to any road, Falling, or logging operations. All road work and log hauling must be completed prior to October 15 of the same year as the bridge is installed. At that time the BLM will remove the bridge.

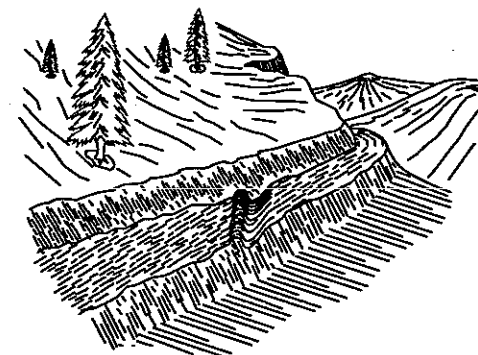
DRAWN: JWR	SCALE NONE
DATE JULY 2011	SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-2	



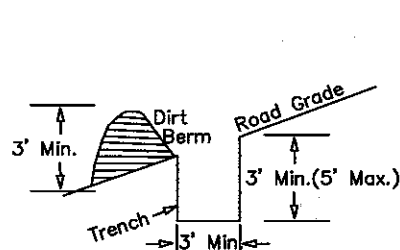
TRENCH BARRICADE



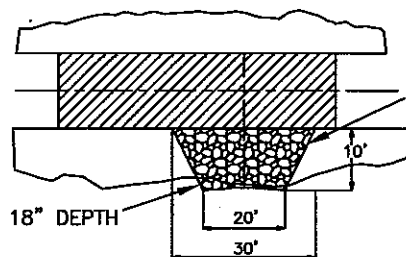
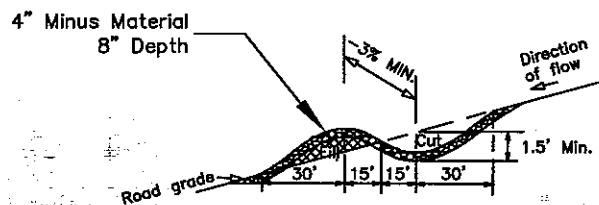
ARMORED WATER DIP



CROSS-DRAIN

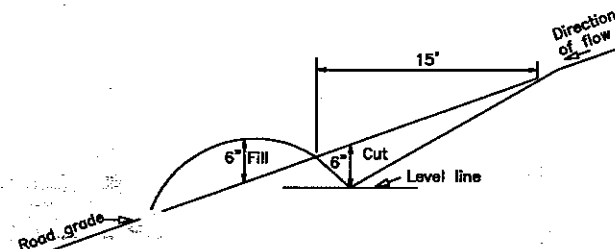


1. BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
3. THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.



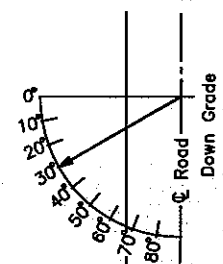
PLAN

1. WATER DIPS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER DIPS SHALL BE SKEWED 30 DEGREES.
4. THE WATER DIP INVERT SHALL BE SMOOTH AND FREE DRAINING.
5. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE AND BE READILY CROSSED BY HIGH CLEARANCE TYPE VEHICLES.
6. MATERIAL SOURCE FOR 4" MINUS CRUSHED MATERIAL SHALL BE FROM A COMMERCIAL SOURCE.
7. EXCAVATED MATERIAL SHALL BE UTILIZED IN CONSTRUCTION OF WATER DIP. NO SIDECASTING IS ALLOWED.



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.

SKEW DIAGRAM



NOTE:

1. All armored water dips shall be rocked the entire width & length to a depth of 8".

REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		
DRAINAGE & EROSION CONTROL INSTALLATION			
DESIGNED	<i>John W. Wilson</i>		
REVIEWED	<i>John W. Wilson</i>		
APPROVED	<i>John W. Wilson</i>		
DRAWN	DCM	SCALE	NONE
DATE	November 2009	SHEET	1 OF 1
DRAWING NO.	OR-117-TS06-26-C7		

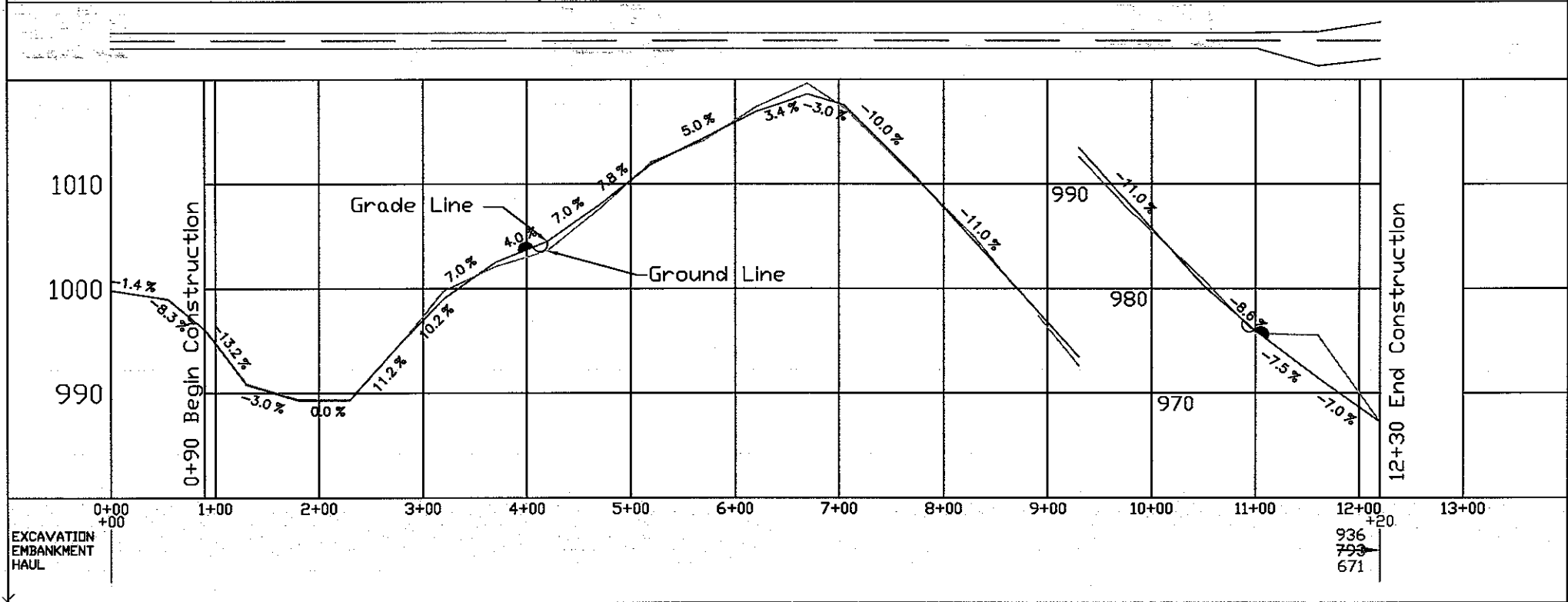
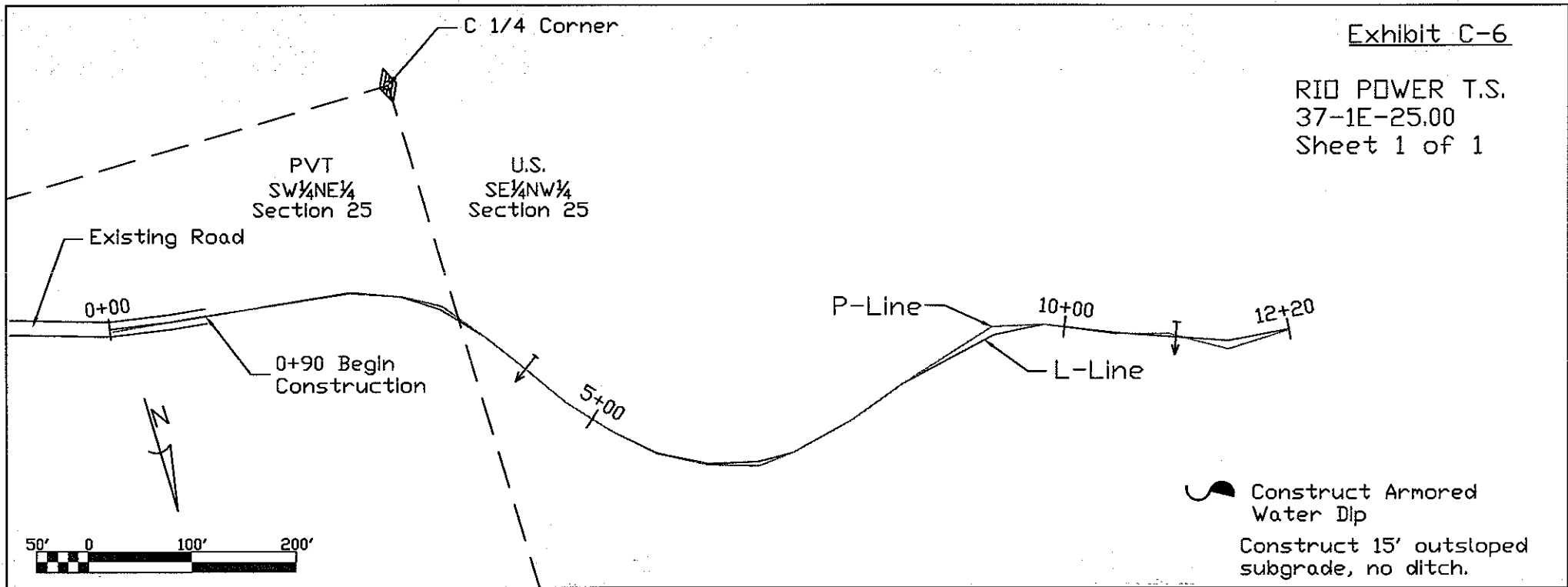
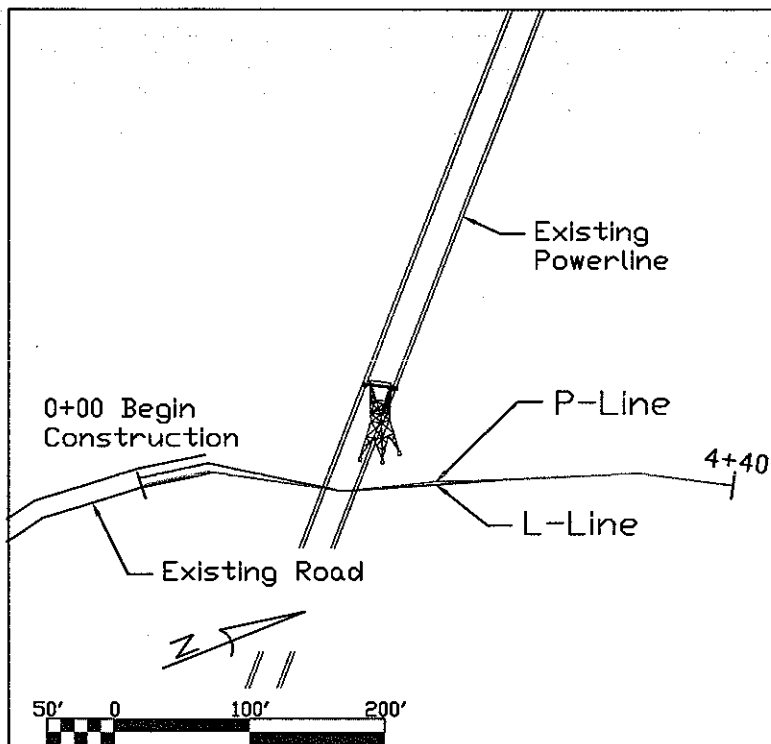


Exhibit C-6

RIO POWER T.S.

37-1E-17.01

Sheet 1 of 1



Construct 15' outsloped subgrade, no ditch.

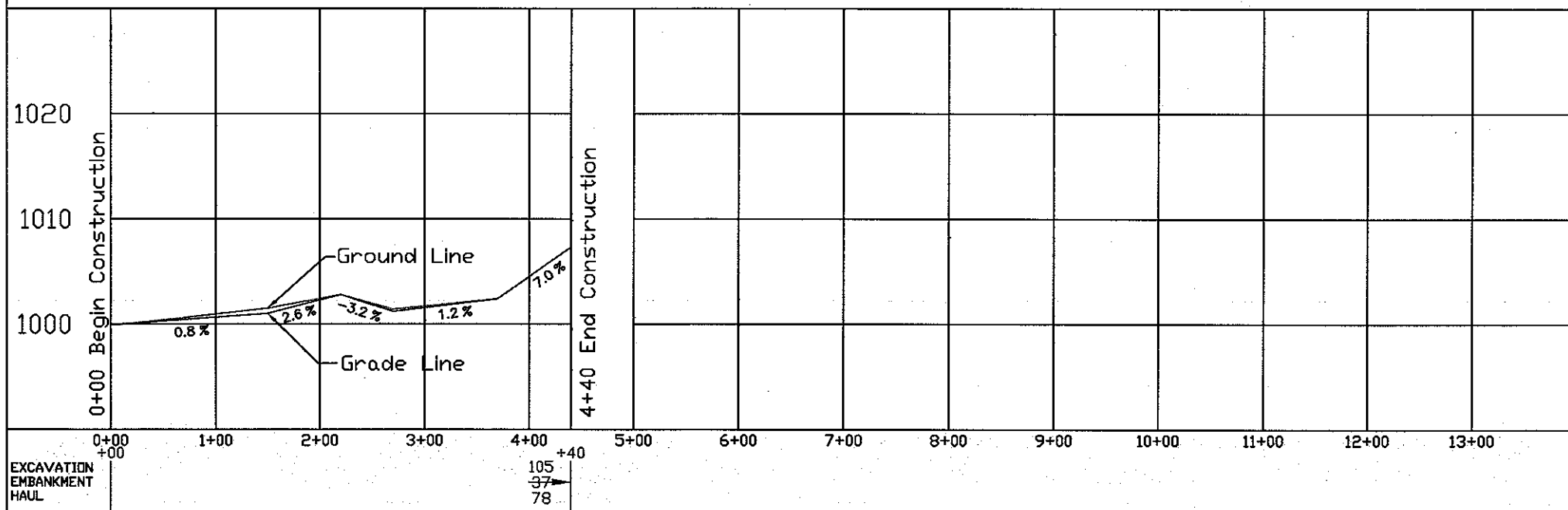


Exhibit C-6

RIO POWER T.S.

37-1E-17.00

Sheet 1 of 2

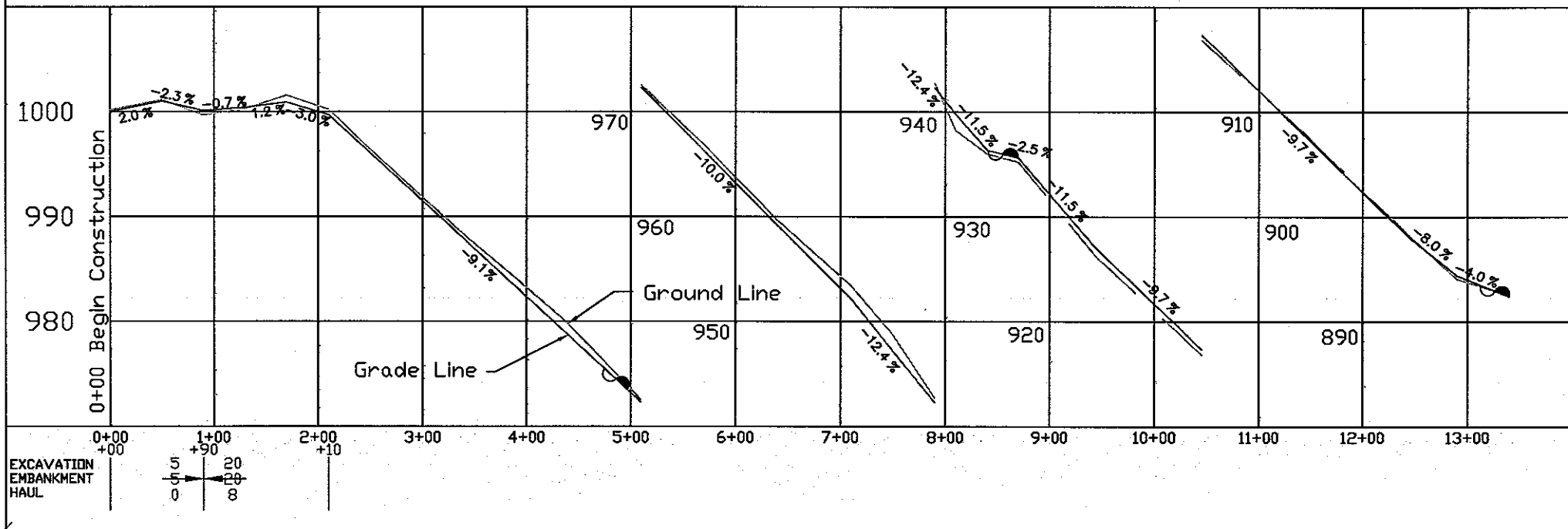
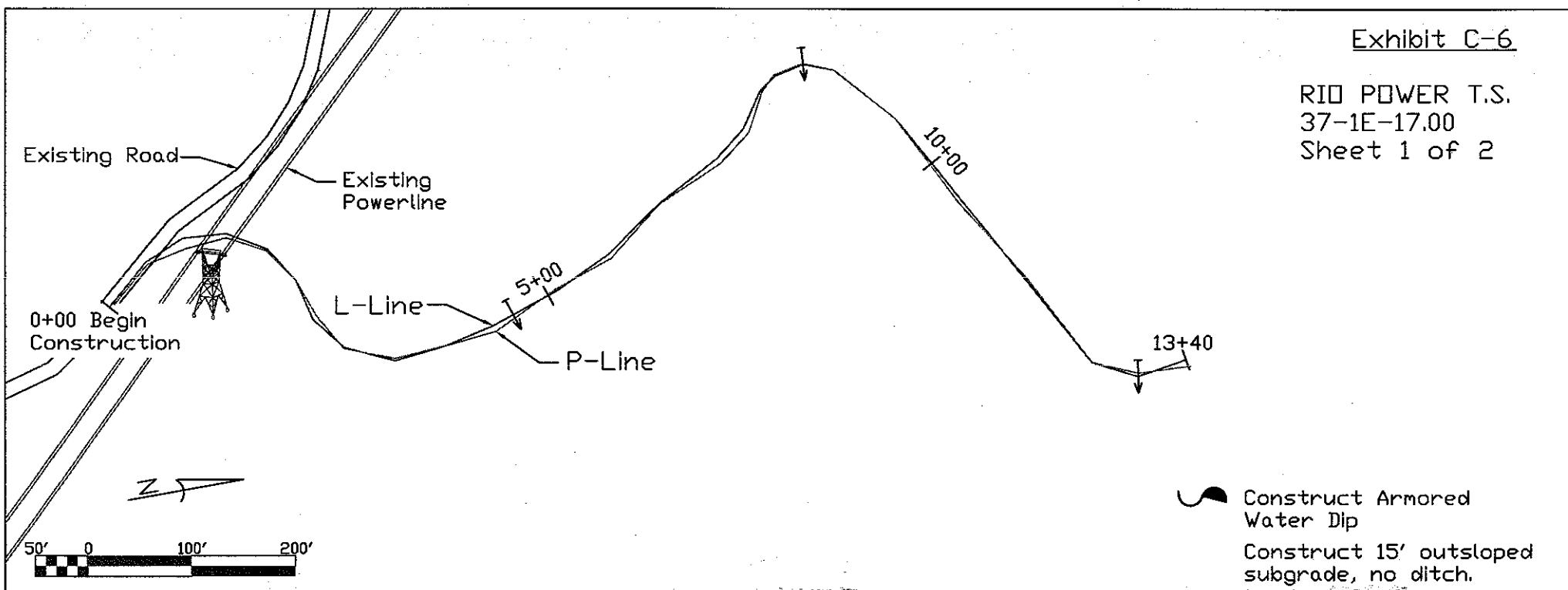
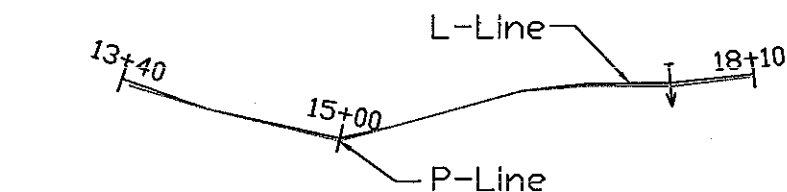

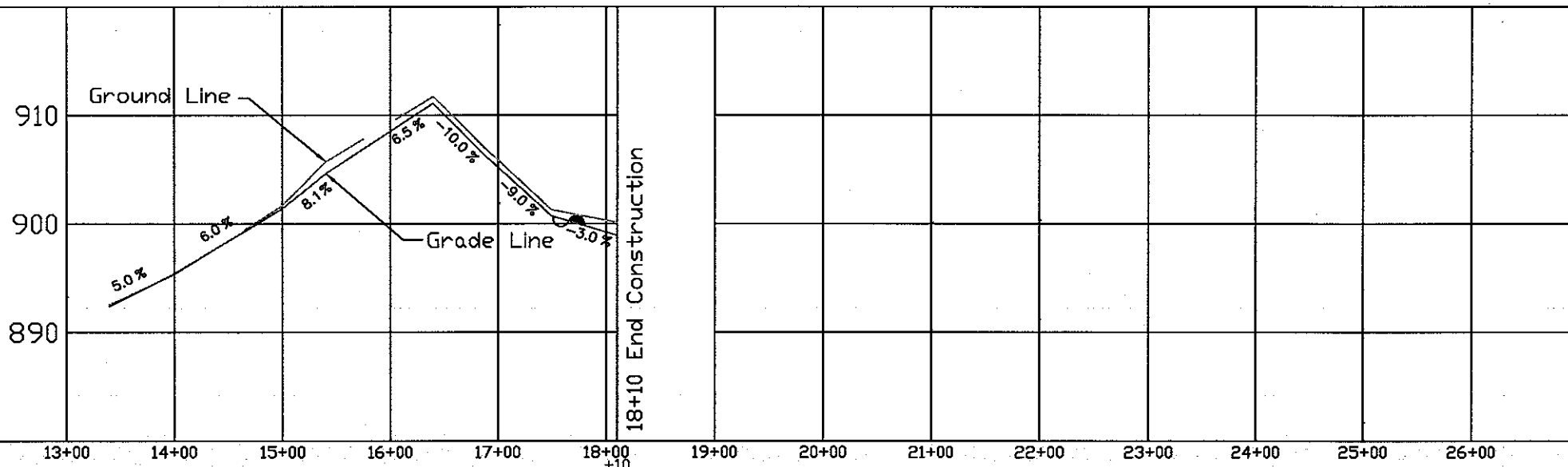
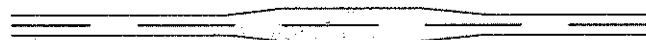


Exhibit C-6

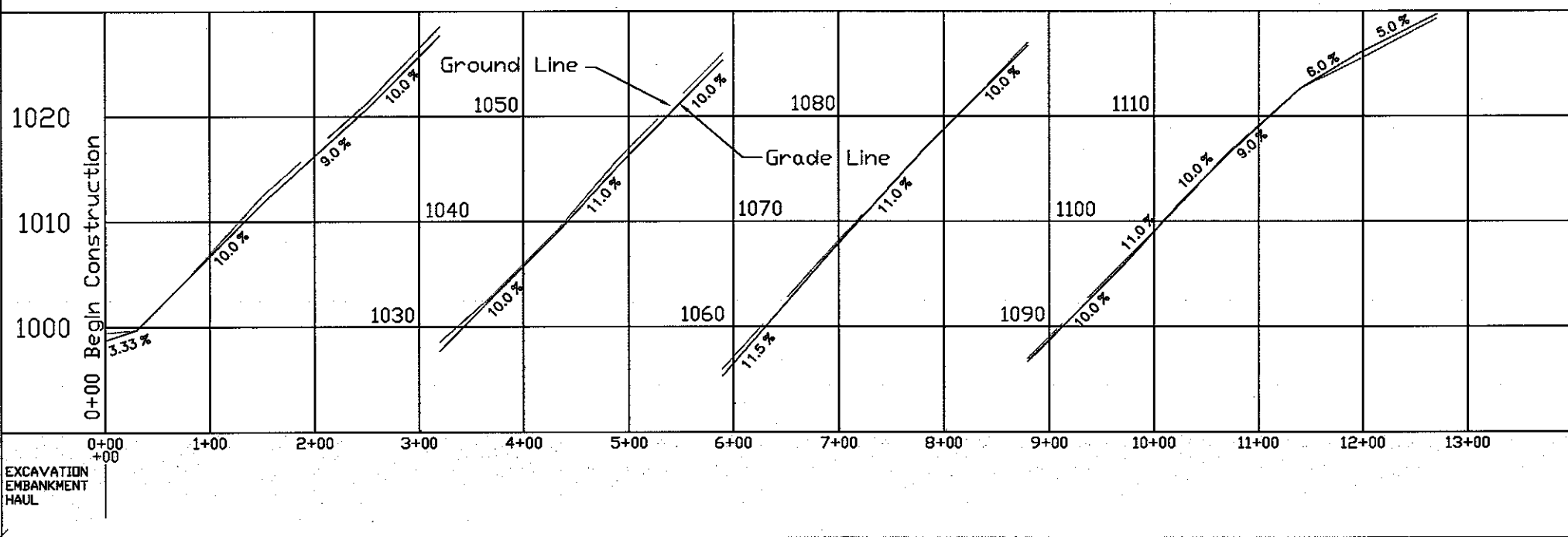
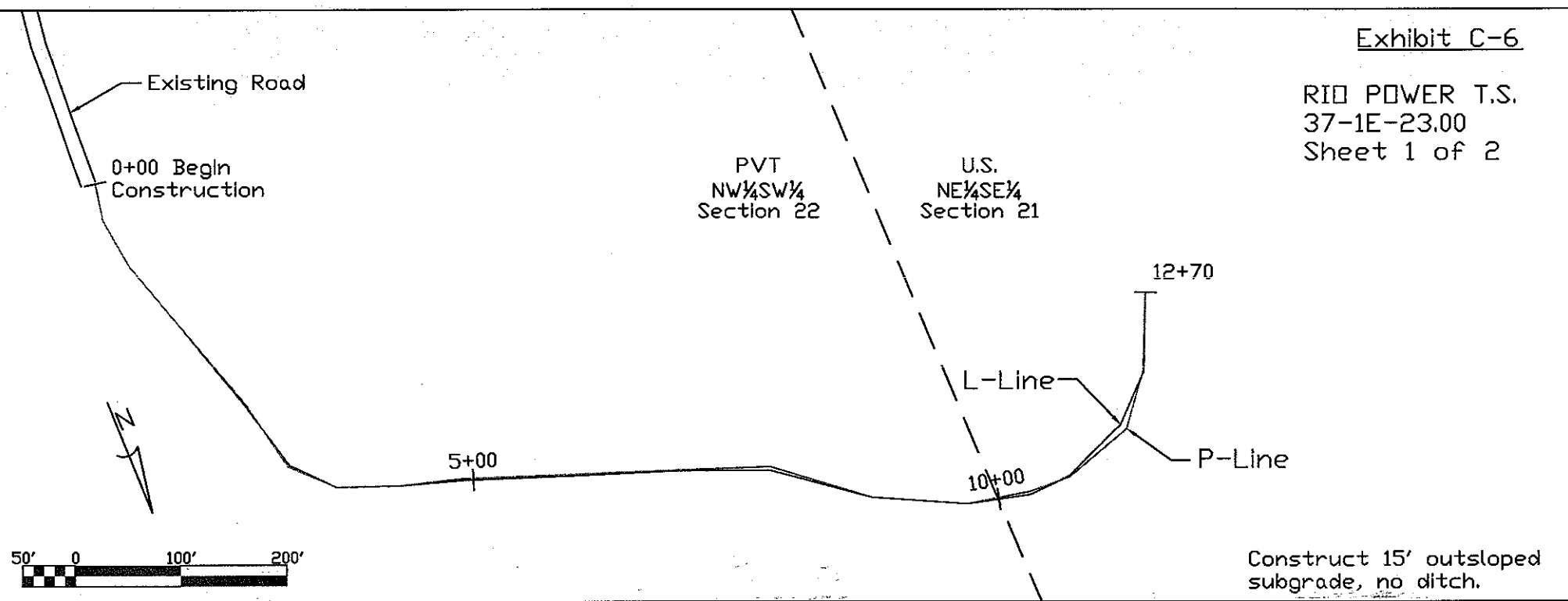
RIO POWER T.S.
37-1E-17.00
Sheet 2 of 2



 Construct Armored
Water Dip
Construct 15' outsloped
subgrade, no ditch.



EXCAVATION
EMBANKMENT
HAUL

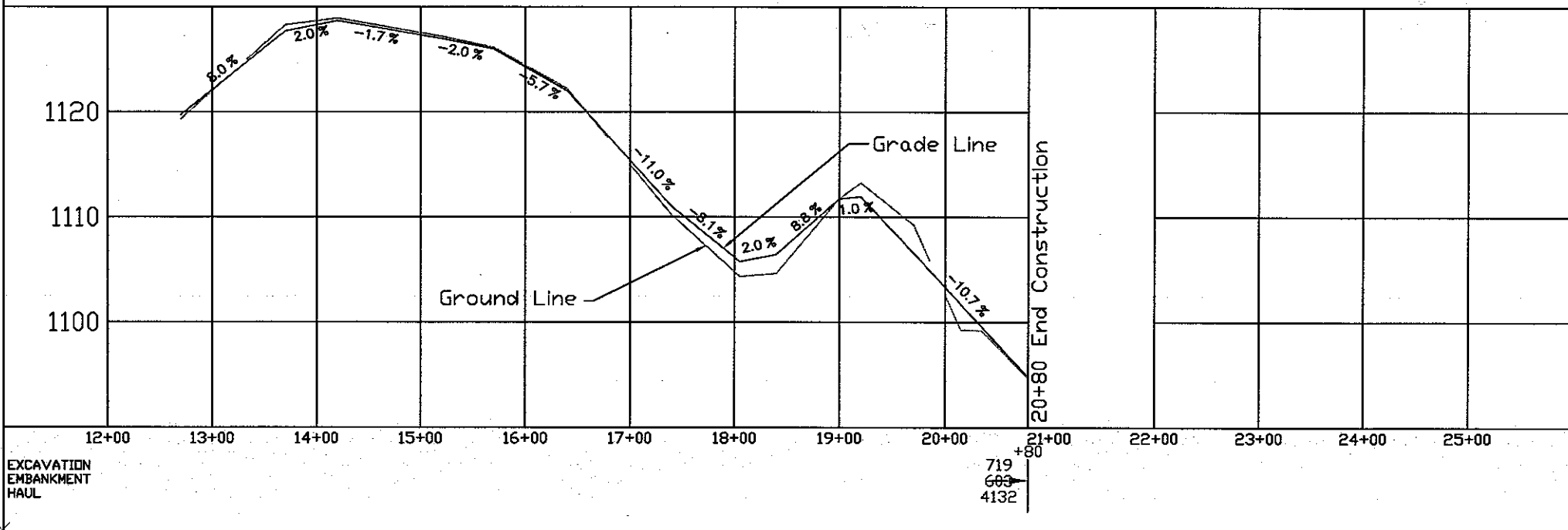
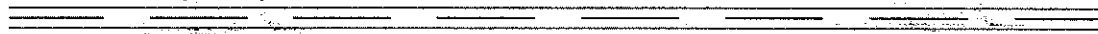
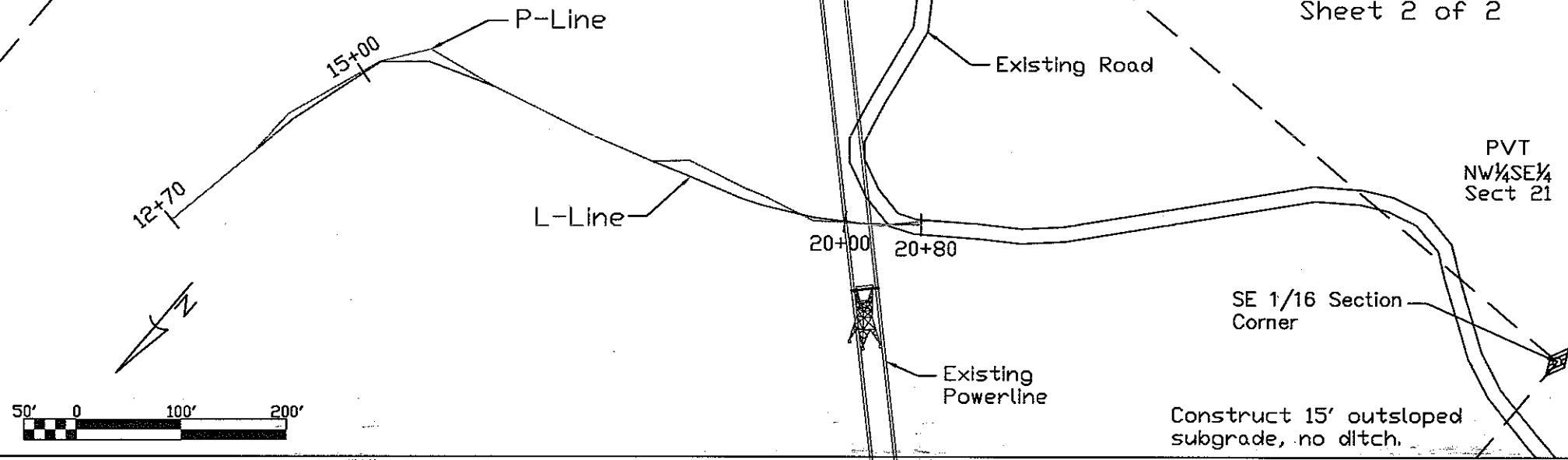


PVT
NW¼SW¼
Sec. 22

U.S.
NE¼SE¼
Section 21

Exhibit C-6

RIO POWER T.S.
37-1E-23.00
Sheet 2 of 2



EXCAVATION
EMBANKMENT
HAUL

719
603
4132

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 – 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

Jackson County, Oregon

INDEX

SPECIAL PROVISIONS

100	GENERAL
200	CLEARING AND GRUBBING
300	EXCAVATION AND EMBANKMENT
600	WATERING
1800	SOIL STABILIZATION
2300	SLOPE STAKING

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.

CLEARING AND GRUBBING - 200

*201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, (and as staked on the ground).

202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (3) feet back of the top of the cut slope and (0) feet out from the toe of the fill slope.

*203 - Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202 and as posted.

203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing, (unless otherwise authorized).

204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, and protruding obstacles remaining as a result of the clearing operation between the top of the cut slope and the toe of the fill slope.

*205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.

*210 - Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized

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

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

EXCAVATION AND EMBANKMENT - 300

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

- 306a - Minimum compaction for each layer of embankment and selected roadway excavation material placed shall be 1 hour of continuous compacting for each 150 cubic yards.
- 306e - The final subgrade including landings shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103f, 103g, and 103h. Minimum compaction shall be 1 hour of continuous compacting for each (6) stations of road or a fraction of as measured along the centerline of the constructed road. Landings and shall be compacted by routing construction equipment over full width.
- 306f - Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by routing construction equipment over full width of embankment structures.
- 308 - In the case of rock fills, placement of material in layers is not required and such material may be placed by end-dumping or other methods approved by the Authorized Officer provided that the rock be reasonably prevented from escaping beyond the embankment toe.
- 312 - When material, except solid rock, encountered in cuts at subgrade, is suitable for use in forming the finished roadbed, the top 6-inch layer of the subgrade shall be thoroughly scarified for the full width of the roadbed. Roots, sod, and other deleterious material or stones that will not pass a 6-inch square opening shall be removed. The scarified material shall be processed to the optimum moisture content suitable for maximum density and compacted in accordance with these specifications.
- 313 - In cut areas where solid rock is encountered at, or near subgrade, the rock shall be excavated to a minimum depth of (6) inches below subgrade elevation and the excavated area backfilled with suitable material. The backfill material shall be processed to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306a.
- 314 - When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of (2) feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of Subsection 306a. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 320 - Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.

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

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.

SOIL STABILIZATION - 1800

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

From: August 1 to: October 31

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

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

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

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

Genetically appropriate native plant species (seed or other native plant materials) shall be selected as a first choice for project work. If native grass/forb seed or (other plant materials) is not available, non-native species to be used shall be approved by the appropriate resources specialist (botanist, native plant coordinator, etc.) and authorized officer prior to application on the ground.

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

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

- 1809d - Straw mulch shall be from native grass or other approved grain crops which are certified weed free, and free from noxious weeds, mold, or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing in a uniform manner. Straw mulch shall be applied evenly in treatment areas to a depth of 2 inches (approximately 1000 lbs/ac), or as directed by the Authorized Officer.

- 1810 - Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be

stockpiled along the road designated for treatment provided it is maintained in a dry state and has the approval of the Authorized Officer.

- 1811 - Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string, or hemp rope. Wire binding and plastic twine will not be permitted.
- 1812 - The Purchaser shall furnish and apply to acres designated for treatment as shown on the plans, a mixture of grass seed and mulch material at the following rate of application:

Grass seed	20 lbs./acre
Mulch	1000 lbs./acre
- 1816b - Dry Method - Blowers, mechanical seeders, seed drills, landscape seeders, cultipacker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1820 - The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date he intends to commence the specified soil stabilization work.
- 1822 - Mulch that collects at the ends of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer's Rep.
- 1823 - No material shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 1826 - Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

SLOPE STAKING - 2300

- 2301 - This work shall consist of slope staking road locations from notes furnished by the BLM in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 2302 - Slope stakes shall consist of smooth-finished wood slats of good quality, approximately 18 inches in length and tipped with red luminous paint.
- 2303 - Slope stakes shall be set as follows:
 - (a) A slope stake shall be set at the top of the cut slope for cut and fill and full bench sections as shown on the typical road sections sheet included in the plans.

(b) For fill sections, only the uphill side shall be staked, unless otherwise specified.

- 2305 - Slope stakes and reference stakes shall be marked as shown on the plans.
- 2307 - Culvert locations shall be identified with a stake meeting the requirements of subsection 2302 placed alongside the reference stake or slope stake.
- 2308 - Culvert locations shall have extra widening added to the catch basin side of the roadway based on 1-1/2 times the culvert diameter.
- 2309 - Stationing used is "L" or final location stationing.
- 2310 - Stakes shall be marked with black lumber crayon or with a permanent waterproof felt-tip marker.
- 2312 - The Purchaser shall complete the required slope staking a minimum of 5 days in advance of construction unless otherwise agreed. Staking and slope staking notes shall be approved in writing by the Authorized Officer prior to right-of-way clearing, timber falling, and construction.
- 2313 - The Purchaser will slope stake and furnish the BLM the resulting notes in advance of construction on the road shown below:

Road No.	Approximate Sta./Mi.
37-1E-17.00	18+10
37-1E-17.01	4+40
37-1E-23.00	20+80
37-1E-25.00	12+20

**SPECIFICATION
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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 practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools.

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

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

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

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

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

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

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 yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds² of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
37-1E-17.00	0.00	0.34
37-1E-17.01	0.00	0.08
37-1E-20.00 A-B	0.00	1.56
37-1E-21.00 B2	0.00	0.13
37-1E-21.01	0.00	1.00
37-1E-22.02	0.00	0.61
37-1E-23.00	0.00	2.63
37-1E-25.00	0.00	0.81
37-2E-30.01 A-B	0.00	0.38
Sec 20 Spur	0.00	0.30

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.

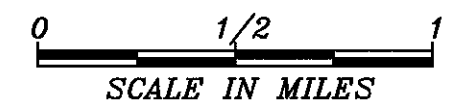
- 3403a - During dry hauling conditions when the authorized officer determines watering is not required, the Purchaser shall reduce hauling speeds to 5 MPH and/or restrict the number of loads hauled to 2 per day on the following road:

Road No.	From M.P./STA	To M.P./STA
37-1E-17.00	0.00	0.34
37-1E-17.01	0.00	0.08
37-1E-20.00 A-B	0.00	1.56
37-1E-21.00 B2	0.00	0.13
37-1E-21.01	0.00	1.00
37-1E-22.02	0.00	0.61
37-1E-23.00	0.00	2.63
37-1E-25.00	0.00	0.81
37-2E-30.01 A-B	0.00	0.38
Sec 20 Spur	0.00	0.30

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

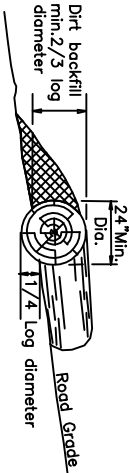
- 3404 - The Purchaser may at his option and expense, substitute lignin sulfonate or bituminous dust palliatives for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is received from the Authorized Officer.

Such authorization shall include approval of product specifications for the application of the product to be used. Multiple applications may be required to maintain the conditions specified in Subsection 3403.





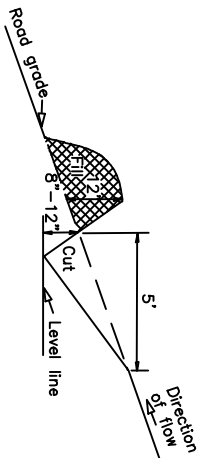
LOG BARRICADE



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".

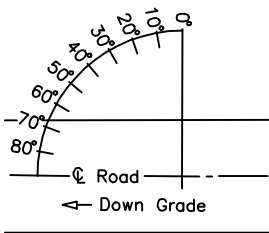


WATER BAR



1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES
4. UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
5. PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

SKEW DIAGRAM



WATER BAR SPACING *

ROAD GRADE	LOAM OR CLAY LOAM	DECOMPOSED LOAM	GRANITE
%	FEET	FEET	FEET
4-6	400	300	
7-9	300**	200**	
10-14	200	150	
15-20	150	90	
21-40	90	50	
41-60	50	25	

* DISTANCES ARE MAXIMUM.
** ON GRADES IN EXCESS OF 10% CONSTRUCT WATER BARS.

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

**DRAINAGE & EROSION
CONTROL INSTALLATION**

DESIGNED _____ BLM
REVIEWED _____
APPROVED _____
DRAWN DCM SCALE NONE
DATE October 2009 SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-8



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

District : Medford	Contract # : TS 12-02
Sale Name : Rio Power	Job File # : M11273
Sale Date : 12/22/2011	Master Unit : Jackson
Appraisal Method : 16' MBF	Planning Unit : Butte Falls

Contents

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

Medford
Rio Power
TS 12-02

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	37S	1E	17	NW1/4NE1/4, S1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, SE1/4.
O&C	37S	1E	21	NE1/4SE1/4.
O&C	37S	1E	25	S1/2NW1/4.
O&C	37S	1E	27	N1/2NW1/4.

Cutting Volume (16' MBF)

Unit	DF	PP							Total	Regen	Partial	ROW
17-2	26	4							30	0	11	0
17-4	36	4							40	0	15	0
17-6A	65	10							75	0	24	0
17-6B	15	0							15	0	7	0
17-6C	105	1							106	0	31	0
17-7A	80								80	0	17	0
17-8	115	0							115	0	16	0
17ROW	32	1							33	0	0	1
25-1	70	2							72	0	8	0
25-3	15	0							15	0	3	0
25ROW	19	0							19	0	0	1
27-1A	28	1							29	0	13	0
21ROW	1	1							2	0	0	1
Totals	607	24							631	0	145	3

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

Medford
Rio Power
TS 12-02

Logging Costs per 16' MBF

Stump to Truck	\$	151.13
Transportation	\$	101.05
Road Construction	\$	39.39
Road Amortization	\$	1.06
Road Maintenance	\$	9.97

Other Allowances :

Fuels Treatment	\$ 5.52
Misc	\$ 1.51
Other Costs	\$ 7.68
Total Other Allowances :	\$ 14.70

Total Logging Costs per 16' MBF

\$ 317.30

Utilization Centers

Center #1 : Rough & Ready	88 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	88

Length of Contract

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

Profit & Risk

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

Tract Features

Avg Log	Douglas-fir : 45 bf	All : 45 bf
Recovery	Douglas-fir : 90 %	All : 90 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		4
Avg Yarding Slope		35 %
Avg Yarding Distance (feet)		400
Avg Age		80
Volume Cable		36 %
Volume Ground		64 %
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,Parks,Rentz
Date	06/15/2011
Type of Cruise	100%
County, State	Jackson, OR

Net Volume

Green (16' MBF)	631
Salvage (16' MBF)	0
Douglas-fir Peeler	12
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$473.25

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Rio Power
TS 12-02

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	5,273	607	\$ 408.05	\$ 28.56	\$ 317.30			\$ 62.20	\$ 37,755.40
PP	248	24	\$ 308.92	\$ 21.62	\$ 317.30			\$ 30.90	\$ 741.60
Totals	5,521	631							\$ 38,497.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Ponderosa Pine				52.0	48.0	
Douglas-fir			2.0	47.0	39.0	12.0

Marginal Log Volume

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

Appraised By : Rentz, George

Date : 10/03/2011

Area Approval By : Worman, Aaron

Date : 10/05/2011

District Approval By :

Date :

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

Medford
Rio Power
TS 12-02

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	5,273	607	502	1,153
Ponderosa Pine	248	24	19	45
Total	5,521	631	521	1,198

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
700	5,521	126	13.1	676	14,945	45

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
14,945	536	15,481	2	631	700	90 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
674	5,273	127	13.1	651	14,405	45

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
14,405	513	14,918	2	607	674	90 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
17-2		11		11
17-4		15		15
17-6A		24		24
17-6B		7		7
17-6C		31		31
17-7A		17		17
17-8		16		16
17ROW			1	1
25-1		8		8
25-3		3		3
25ROW			1	1
27-1A		13		13
21ROW			1	1
Totals :		145	3	148

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

Medford
Rio Power
TS 12-02

Sale Volume Totals

148 Acres 0 Regen 145 Partial 3 R/W 13 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	5,273	14,405	513	607	651	674	502	537	556	1,153	1,240	1,283
Ponderosa Pine	248	540	23	24	25	26	19	20	20	45	48	50
Totals	5,521	14,945	536	631	676	700	521	557	576	1,198	1,288	1,333

Unit Totals

Unit : 17-2 11 Acres 0 Regen 11 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	294	707	37	30	28	26
Ponderosa Pine	45	78	6	4	4	4
Unit Totals	339	785	43	34	32	30

Unit : 17-4 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	323	868	38	41	39	36
Ponderosa Pine	30	81	1	4	4	4
Unit Totals	353	949	39	45	43	40

Unit : 17-6A 24 Acres 0 Regen 24 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	651	1,559	66	73	68	65
Ponderosa Pine	134	291	1	11	11	10
Unit Totals	785	1,850	67	84	79	75

Unit : 17-6B 7 Acres 0 Regen 7 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	136	345	15	16	16	15
Ponderosa Pine	1	4				
Unit Totals	137	349	15	16	16	15

**UNITED STATES
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BUREAU OF LAND MANAGEMENT**

Medford
Rio Power
TS 12-02

Unit : 17-6C 31 Acres 0 Regen 31 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	778	2,328	95	116	112	105
Ponderosa Pine	6	15	4	2	1	1
Unit Totals	784	2,343	99	118	113	106

Unit : 17-7A 17 Acres 0 Regen 17 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	676	1,946	55	88	86	80
Unit Totals	676	1,946	55	88	86	80

Unit : 17-8 16 Acres 0 Regen 16 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,133	3,000	71	127	124	115
Ponderosa Pine	1	3	1			
Unit Totals	1,134	3,003	72	127	124	115

Unit : 17ROW 1 Acres 0 Regen 0 Partial 1 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	128	523	21	36	35	32
Ponderosa Pine	2	4	4	1	1	1
Unit Totals	130	527	25	37	36	33

Unit : 25-1 8 Acres 0 Regen 8 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	427	1,461	53	78	76	70
Ponderosa Pine	3	14	2	2	2	2
Unit Totals	430	1,475	55	80	78	72

Unit : 25-3 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
Douglas-fir	136	407	11	16	16	15
Ponderosa Pine	2	6	1			
Unit Totals	138	413	12	16	16	15

**UNITED STATES
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Rio Power
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Unit : 25ROW 1 Acres 0 Regen 0 Partial 1 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	56	209	8	20	20	19
Ponderosa Pine	4	11	1			
Unit Totals	60	220	9	20	20	19

Unit : 27-1A 13 Acres 0 Regen 13 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	518	1,030	42	32	30	28
Ponderosa Pine	7	16	1	1	1	1
Unit Totals	525	1,046	43	33	31	29

Unit : 21ROW 1 Acres 0 Regen 0 Partial 1 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	17	22	1	1	1	1
Ponderosa Pine	13	17	1	1	1	1
Unit Totals	30	39	2	2	2	2

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

Medford
Rio Power
TS 12-02

Stump to Truck Costs

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 95,362.85	631	\$ 151.13

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Wheel Skidder	GMMBF	58	\$ 38.55	\$ 2,235.90
Wheel Skidder	GMMBF	373	\$ 103.59	\$ 38,639.07
Short Twr<40	GMMBF	245	\$ 210.15	\$ 51,486.75
Subtotal				\$ 92,361.72

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Directional Felling	mbf	63	\$ 13.51	\$ 851.13
Subtotal				\$ 851.13

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	1	\$ 850.00	\$ 850.00
Yarder / Loader	1	\$ 850.00	\$ 850.00
Skidder	1	\$ 450.00	\$ 450.00
Subtotal			\$ 2,150.00

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

Medford
Rio Power
TS 12-02

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$9,277.00	631	\$14.70	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 1	\$ 3,240.00	\$ 5.13	N	\$ 0.00
Hand Pile Brn-Level 1	\$ 240.00	\$ 0.38	N	\$ 0.00
Subtotal	\$ 3,480.00	\$ 5.52		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Seeding/Mulching	\$ 950.00	\$ 1.51		\$ 0.00
Subtotal	\$ 950.00	\$ 1.51		\$ 0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Waterbar Skids	\$ 3,000.00	\$ 4.75	N	\$ 0.00
Landing Clean up	\$ 1,071.00	\$ 1.70	N	\$ 0.00
Equipment Washing	\$ 520.00	\$ 0.82	N	\$ 0.00
Skid Location	\$ 256.00	\$ 0.41	N	\$ 0.00
Subtotal	\$ 4,847.00	\$ 7.68		\$ 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
Rio Power
TS 12-02

General

Yarding & Loading

Additional Move-in= Section 25
Directional Felling= Power/prop lines.
1st Wheel Skidder= ROW volume.

Road Costs

See Engineering Stips.

(see Engineering Appraisal for details).

Transportation

Nearest SBA mill

(see Transportation appendix for details).

Other Allowances

Waterbar skids= All tractor units/barricades.
Landing cleanup= 17 landings.
Equipment washing= mobile pressure washer for yarder,loader,skidder.
Seeding/Mulching= Contract stip D 1c for 4 1/4ac landings.

Prospectus

Tract No : 12-02
 Sale Name: Rio Power
 Prep. By : Josh R
 Sale Date: November 2011

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1. Road Use - Amortization: (1) \$476.15/631 MBF = \$0.75/MBF 1/
 (RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$\frac{\$0.00}{(2.1)}$	+	$\frac{\$0.00}{(3.1)}$	+	$\frac{\$0.00}{(4.1)}$	+	$\frac{\$0.00}{(5.1)}$	=	$\frac{\$0.00}{(RC-2c)}$
------------------------	---	------------------------	---	------------------------	---	------------------------	---	--------------------------

3. Rockwear Obligation:

$\frac{\$0.00}{(4.2)}$	+	$\frac{\$0.00}{(5.2)}$	+	$\frac{\$243.15}{(7.1)}$	+	$\frac{\$0.00}{(7.2)}$	=	$\frac{\$243.15}{(RC-2g)}$
------------------------	---	------------------------	---	--------------------------	---	------------------------	---	----------------------------

4. Other Maintenance Payments:

Total (6)	=	$\frac{\$0.00}{(RC-3a)}$
-----------	---	--------------------------

5. Purchaser Maintenance Allowances:

(7.3A) Move In	\$319.19
(7.3B) Culverts, Catch Basins, Downspouts	\$181.32
(7.3C) Grading, Ditching	\$3290.74
(7.3D) Slide Removal and Slump Repair	\$0.00
(7.3E) Dust Palliative (Water)	\$2255.84
(7.3F) Surface Repair (Aggregate)	\$0.00
(7.3G) Dust Palliative (Bituminous, Lignin, MgCl) . . .	\$0.00
(7.3H) Other	\$0.00

Total (7.3)	=	$\frac{\$6047.09}{(RC-2a \& Ex D)}$
-------------	---	-------------------------------------

(2+3+4+5) Total = \$6,290.24/631 MBF = \$9.97/MBF 1/
 (Total Sale Vol)

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

1. Road Use Fees - Amortization

R/W Number	Road Number	Rd Use Fee x	Vol MBF =	Road Use Obligation
M-1310	37-2E-30.01 B	1.09	107	\$116.63
M-1310	37-1E-25.00	3.36	107	\$359.52
M-1310	37-2E-30.01 A	0.00	107	\$0.00
M-1396	37-1E-20.00 A	0.00	498	\$0.00
M-1396	Sec 20 Spur	0.00	498	\$0.00
M-1396	37-1E-21.0 B2	0.00	498	\$0.00
M-1396	37-1E-21.01	0.00	498	\$0.00

(1) Subtotal \$476.15

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

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

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

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

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

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

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

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

(4.1) Subtotal (4.2) Subtotal

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

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

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

(5.1) Subtotal (5.2) Subtotal

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

6. Other Maintenance Payments - USFS or Others Perform Maintenance

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

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)

ROCK HAUL (7.2) 2/ 3/

Road No 1/	A	RkWear	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi x Fee x	MBF =	RkWear	Mi x Fee x	C.Y.=	Rkwear
37-2E-30.01	A N	0.22 0.00	107	\$0.00	0.00 0.00	0	\$0.00
37-1E-25.00	N	0.81 0.00	107	\$0.00	0.00 0.00	0	\$0.00
37-1E-23.00	N	0.65 0.00	498	\$0.00	0.00 0.00	0	\$0.00
37-1E-23.00	N	1.36 0.00	499	\$0.00	0.00 0.00	0	\$0.00
37-1E-23.00	N	0.20 0.51	528	\$53.86			
37-1E-23.00	A	0.42 0.51	528	\$113.10			
37-1E-22.02	B N	0.23 0.00	29	\$0.00	0.00 0.00	0	\$0.00
37-1E-22.02	A N	0.38 0.00	29	\$0.00	0.00 0.00	0	\$0.00
37-1E-21.01	N	1.00 0.00	498	\$0.00	0.00 0.00	0	\$0.00
37-1E-20.00	B N	1.28 0.00	40	\$0.00	0.00 0.00	0	\$0.00
37-1E-20.00	B N	1.02 0.00	108	\$0.00	0.00 0.00	0	\$0.00
37-1E-20.00	B N	0.59 0.00	244	\$0.00	0.00 0.00	0	\$0.00
37-1E-20.00	B N	0.16 0.00	106	\$0.00	0.00 0.00	0	\$0.00
Sec 20 Spur	N	0.30 0.51	498	\$76.19			
37-2E-30.01	B N	0.16 0.00	107	\$0.00	0.00 0.00	0	\$0.00
37-1E-20.00	A N	0.28 0.00	498	\$0.00	0.00 0.00	0	\$0.00
37-1E-21.00	B2N	0.13 0.00	498	\$0.00	0.00 0.00	0	\$0.00
31-1E-17.00	N	0.34 0.00	229	\$0.00	0.00 0.00	0	\$0.00
31-1E-17.01	N	0.08 0.00	34	\$0.00	0.00 0.00	0	\$0.00

(7.1) Subtotal \$243.15

(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 x	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
0.62		292.45		\$181.32

(7.3B) Total \$181.32

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:	7.16		459.60		1		\$3290.74
Blade Ditch:	0.00		153.20		0		\$0.00

(7.3C) Total \$3290.74

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

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

Type	No Slides	Hours	Equip		
Equipment	/Slumps	x	Each	x	Cost = Subtotal
Grader:	0		0		119.90 \$0.00
Loader:	0		0		84.43 \$0.00
Backhoe:	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	x	Freq	=	Truck
						Days		/Day		Hours
7.16		5		1.4		11		1		15.4
Load & Haul-Roundtrip =				2.0		6		1		12.0
Fixed Hours (3000 Gal. tanker)										
Total Hours =										27.4

Truck Cost: \$82.33/Hr. x 27.4 Hours = \$2255.84

(7.3E) Total \$2255.84

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: Rio Power TS Sale Date: Nov 2011

Prepared by: Josh R Ph: 2258 Print Date: 10/4/2011 9:41:54 AM

Construction: 55.50 sta (Surfaced 0.00 sta Natural 55.50 sta)

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

200 Clearing and Grubbing: 5.8 acres	\$8,431.91
Clearing: 53.5 sta Grubbing: 5.2 acres	
Slash Treatment: 5.8 acres	
300 Excavation: 2,660 cy	\$11,278.21
Haul: 6,897 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 3.0 acres	\$1,458.11
Includes Small Quantity Factor of 1.42	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 55.50 sta.	\$1,287.05
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$2,400.00
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00

Total: 631 mbf @ \$39.39/mbf = \$24,855.27

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

File D:\JRobeson\2011\TSales\TS-12-02_Rio Power\Rd Cost\Power.mdb

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Rio Power TS Sale Date: Nov 2011

Road Number: 37-1E-17.00 Road Name:

Road Construction: 0.34 mi 15 ft Subgrade ft ditch T.S. Update 04/15/10

200 Clearing and Grubbing: 2.0 acres	\$2,786.59
Clearing:18.1 sta Grubbing:1.0 acres	
Slash Treatment:2.0 acres	
300 Excavation: 900 cy	\$3,737.62
Haul: 2,016 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 1.0 acres	\$495.66
Includes Small Quantity Factor of 1.42	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 18.10 sta.	\$419.74
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$1,600.00
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
	Total: \$9,039.60

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: Rio Power TS Sale Date: Nov 2011

Road Number: 37-1E-17.01 Road Name:

Road Construction: 0.08 mi 15 ft Subgrade ft ditch T.S. Update 04/15/10

200 Clearing and Grubbing: 0.2 acres	\$1,075.19
Clearing:2.4 sta Grubbing:2.4 acres	
Slash Treatment:0.2 acres	
300 Excavation: 105 cy	\$565.15
Haul: 78 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.2 acres	\$96.24
Includes Small Quantity Factor of 1.42	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 4.40 sta.	\$102.04
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: \$1,838.62

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: Rio Power TS Sale Date: Nov 2011

Road Number: 37-1E-23.00 Road Name: Farmer Bypass

Road Construction: 0.39 mi 15 ft Subgrade ft ditch

T.S. Update 04/15/10

200 Clearing and Grubbing: 2.1 acres	\$2,659.42
Clearing:20.8 sta Grubbing:1.1 acres	
Slash Treatment:2.1 acres	
300 Excavation: 719 cy	\$3,668.88
Haul: 4,132 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 1.0 acres	\$481.22
Includes Small Quantity Factor of 1.42	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 20.80 sta.	\$482.35
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: \$7,291.87

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: Rio Power TS Sale Date: Nov 2011

Road Number: 37-1E-25.00 Road Name:

Road Construction: 0.23 mi 15 ft Subgrade ft ditch T.S. Update 04/15/10

200 Clearing and Grubbing: 1.5 acres	\$1,910.71
Clearing:12.2 sta Grubbing:0.8 acres	
Slash Treatment:1.5 acres	
300 Excavation: 936 cy	\$3,306.56
Haul: 671 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.8 acres	\$384.98
Includes Small Quantity Factor of 1.42	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 12.20 sta.	\$282.92
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$800.00
Mobilization: Const. \$0.00 Surf. \$0.00.....	\$0.00
Quarry Development:	\$0.00
Total:	\$6,685.17

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-TS12-02
Sale Name Rio Power
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 **\$3,900.00** 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	607	X	=	X	=
Ponderosa pine	MBF	24	X	=	X	=
TOTAL		631	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/>	Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/>	Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/>	Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer		I HEREBY confirm the above oral bid By <i>(signature)</i>
Title		Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.		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.