PROSPECTUS

***SBA Set-Aside Sale

ASHLAND RESOURCE AREA JACKSON MASTER UNIT

Medford Sale # OR110-TS12-03 December 22, 2011

#2 Rio Rumble (5900), Jackson County, O&C, PD

BID DEPOSIT REQUIRED: \$8,700.00

All timber designated for cutting in NE¼, NE¼ NW¼ Sec. 7, S½ NW¼, SW¼ SE¼ Sec. 8, NW¼ NE¼, NW¼, W½ SW¼ Sec. 9, T. 38 S., R. 2 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
1,965	691	1,406	Douglas-fir	852	\$91.40	\$77,872.80
1,285	234	508	White fir	292	**\$30.10	\$8,789.20
5	1	2	Ponderosa pine	2	**\$32.50	\$65.00
3,255	926	1,916	TOTAL	1,146		\$86,727.00

^{*}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.

***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.

<u>CRUISE INFORMATION</u> - 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 18.2 inches DBHOB; the average gross merchantable log contains 91 bd. ft.; the total gross volume is approximately 1,268 M bd. ft; and 90% recovery is expected. (Average DF is 19.7 inches DBHOB; average gross merchantable log DF contains 99 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.

<u>LOG EXPORT AND SUBSTITUTION</u> - 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.

<u>CUTTING AREA</u> – Ten (10) units containing one hundred and five (105) acres to be partial cut and one road right-of-way containing one (1) acre 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.

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

<u>ROAD MAINTENANCE</u> - BLM will maintain 12.75 miles of roads listed in Section 41(C)(3). The Purchaser will be required to pay a maintenance fee of \$ 3.29 per MBF or a total of \$4124.07 for the use of these roads.

<u>ROAD CONSTRUCTION</u> – The contract will require the Purchaser to construct 11+60 stations of road. Additional information is available in the timber sale prospectus.

<u>SOIL DAMAGE PREVENTION</u> - 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.

<u>EQUIPMENT REQUIREMENTS</u> - LOGGING: A ground-based machine less than 8½ 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 \underline{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.

<u>CONTRACT TERMINATION</u> - 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.

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

OTHER -

- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. 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.
- 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 near the BLM office and/or the Medford Airport, take I-5 south towards Ashland to the Hwy 66 exit. Take Hwy 66 south approximately .6 mile to Dead Indian Memorial Road. Turn left (east) onto Dead Indian Memorial Road for approximately 7 miles to Shale City Road. Turn left onto Shale City Road for

approximately 4 miles to BLM road 39-2E-9.2.

<u>ENVIRONMENTAL ASSESSMENT</u> - 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 Rumble Timber Sale OR-110-TS12-03



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Activity	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 (Units7-1,												
7-2, 9-1B, 9-2, 9-4) Soils mitigation												
Hauling on all roads listed in 41(B)(9)												
Hauling on roads 38-2E-27 and 38-2E-9.02												
Road construction/renovation												

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) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-2</u> All timber except approximately 3,255 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) <u>IR-6</u> 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) <u>IR-6</u> 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) <u>IR-10</u> 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) <u>IR-12</u> All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in all units as shown on Exhibit A.

Section 41

(A) Log Exports

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

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

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

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

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

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

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

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

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

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

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

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

(B) Logging

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of 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) <u>L-4</u> 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) <u>L-6M</u> All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A.
- (4) <u>L-7MC</u> Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
TRACTOR YARD	All ground-based yarding systems shall be approved by the
	Authorized Officer.
Units 7-1, 7-2, 9-1B,	
9-2, 9-4	Yarding tractor/mechanical harvester width will not be greater than 8
	$\frac{1}{2}$ feet as measured from the outer edges of the track shoes.
	Mechanical harvesting would be accomplished with a machine
	equipped with a telescoping arm 20 to 30 feet in length capable of
	bunching logs at collector skid trail locations by moving in and out on
	"ghost skid trails", preferably on top of severed limbs and tops to
	minimize ground disturbance. Ground-based yarding systems
	equipped with grapples will not be permitted except for swing operations, unless also equipped with winch systems. 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 skidtrail and trees shall be felled to the
	lead. The location of the tractor skid roads must be clearly designated
	on the ground, 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. Tractor operations on short pitches
	greater than thirty-five (35) percent may be permitted as approved by
	the Authorized Officer.
	Tractor skid roads utilized under the terms of this contract must be
	waterbarred, as directed by the Authorized Officer. Main skid roads
	are to be blocked where they intersect haul roads. Main skid roads
	are to be blocked where they intersect had roads and/or landings with
	an approved barricade and/or scattered slash.
	Tractor yarding permitted between June 1 and October 15. This
	restriction may be waived or adjusted during dry periods, as
	determined by the Authorized Officer. No yarding will be allowed up
	or down draw bottoms. Yarding tractors will be equipped with
	integral arches and winch systems capable of lining logs at least
	seventy-five (75) feet. Ground-based yarding systems equipped with
	grapples will not be permitted except for swing operations, unless
	also equipped with winch systems.
	Landing size shall not exceed one-quarter (1/4) acre. Front end loaders
	shall not be used in units or on landings, except as approved by the
	Authorized Officer.

Designated Area	Yarding Requirements or Limitations
CABLE YARD Units 8-3, 8-4, 8-5, 9-1A, 9-3	Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.
	A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.
	The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding.
	Hand waterbars would be constructed on cable corridors that are gouged or likely to channel water, as directed by the Authorized Officer.
	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.
	Corridors will be kept as narrow as possible (maximum fifteen feet), and landings will be no closer than 150 feet apart, as operationally feasible.
	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.
	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.
	Trees shall be felled to the lead in respect to the yarding corridor.
	Front end loaders shall not be used in units or on landings, except as permitted by the Authorized Officer.

(5) <u>L-9</u> 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) <u>L-11</u> No landing shall be located within one hundred eighty (180) feet of any stream as shown on Exhibit A.
- (7) <u>L-18</u> 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) <u>L-18</u> 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) <u>L-18</u> No hauling permitted on roads 38-2E-8.00, 38-2E-8.01, 38-2E-9.01A, 38-2E-9.02A-B, 38-2E-9.02C, 38-2E-9.04A1, 38-2E-9.04B, 38-2E-9.06, 38-2E-9.08, 38-2E-9.09, 38-2E-9.10 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) <u>L-18</u> No hauling shall be conducted on roads 38-2E-9.02 A-B and 38-2E-27 between November 15 of one calendar year and May 15 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions as directed by the Authorized Officer.
- (11) <u>L-18</u> 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.
- (12) <u>L-21</u> 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.
- (13) <u>L-24</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.

- (14) <u>L-27</u> 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.
- (15) <u>L-33</u> 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 of removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
 - e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) failed to properly mark any stump with the "X" cut.
 - (2) failed to identify the location of any stump.

- (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- (6) failed to properly segregate any pulled over tree that was yarded to the landing.
- (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- (11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

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

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

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

- (C) Road Construction Maintenance Use
 - (1) <u>RC-1a</u> The Purchaser shall construct 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) <u>RC-1b</u> Prior to removal of any timber, except right-of-way timber, the Purchaser shall complete all construction, improvement, or renovation of structures and roads as specified in Exhibit C.
 - (3) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 41(C)(4). Any road listed below and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and			
Segment	Length Miles Used	Road Control	Road Surface Type
38-2E-8.00	0.47	BLM	ASC
38-2E-8.01	0.78	BLM	ASC
38-2E-9.01 A	0.37	BLM	ASC
38-2E-9.02 A-B	1.67	BLM	BST
38-2E-9.02 C	0.38	BLM	GRR
38-2E-9.04 A1	0.30	BLM	ASC
38-2E-9.04 B	0.42	BLM	ASC
38-2E-9.06	0.30	BLM	ASC
38-2E-9.08	3.76	BLM	ASC
38-2E-9.09	0.30	BLM	ASC
38-2E-9.10	0.24	BLM	ASC
38-2E-27.00	3.74	BLM	BST
Total	12.75		

(4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management, 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)(9). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and			
Segment	Length Miles Used	Road Control	Road Surface Type
38-2E-9.10	0.22	BLM	NAT
Total	0.22		

- (5) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on road included in Section 41(C)(4) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (6) RC-2c The Purchaser shall pay the Government a road maintenance obligation in the amount of Four Thousand One Hundred Twenty Four and 07/100 dollars (\$4124.07) for the transportation of timber included in the contract price and for the transportation of any mineral material required under the terms of the contract over road or roads listed in Section 41(C)(3).

The above road maintenance amount is for use of 12.75 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than Five hundred dollars (\$500.00); payable in the same manner as and together with payments required in Sec. 3 of this contract. The total maintenance amount shall be paid prior to the removal of timber from the contract area.

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

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

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

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

- (8) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 41(C)(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 manner as and together with payments required in Section 3 of this contract
- (9) <u>RC-2h</u> The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (10) RC-3d The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (11) RC-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

- (1) <u>E-1</u> 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 9-1A 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. Scarify, waterbar, cover with placed woody material, and block access to the spur/landing and main skid trails tributary to the landing. 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>	Min. %	Min. %	Max. %
California Brome	85	95	0.2
Blue Wild Rye	85	95	0.2

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

The Purchaser shall mix grass seed in the following proportions:

	Percent of	
<u>Species</u>	Total by Wt.	Lbs. per Acre
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.
- (2) <u>E-1</u> 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) <u>E-1</u> Log hauling on Road 38-2-9.02 has the following additional conditions: truck speeds near the Grizzly Peak trailhead must be 10 mph or less, no haul permitted on Saturdays or Sundays, abate dust in the vicinity of the trailhead parking area as directed by the Authorized Officer, adequate signage and markers designating safe parking for trail users that does not conflict with logging and hauling operations.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area. Such plans must comply with the State of Oregon DEQ OAR 340-142, *Oil and Hazardous Materials Emergency Response Requirements*.
- (5) <u>E-1</u> 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.
- (6) <u>E-1</u> 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.
- (7) <u>E-2</u> 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.
- (8) <u>E-3</u> 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
- (9) <u>E-4</u> 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 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 sea.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a

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

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

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

(E) 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 \$859.50 In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$859.50 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the 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

- (1) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - (1) 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 (¾) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
- (2) <u>F-2b</u> A round pointed size "0" or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
- (3) 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.
- (4) <u>F-2d</u> 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) <u>F-2e</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for 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) <u>F-2g</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- (8) F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.
- (9) <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser, and shall be kept free of flammable material.

(G) Slash Disposal and Site Preparation

- (1) <u>SD-4 Logging Residue Reduction</u>. 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) <u>SD-1h HANDPILE</u> 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.
 - 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 (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 (½) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than 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) <u>SD-1d</u> Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
 - 1. Units shall be piled and covered 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) <u>SD-1j LANDING SLASH</u> 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.
- (2) <u>SD-5</u> 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 1	\$24.00

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

Treatment/Level	Cost Per	Number of	Total Cost Per	
	Acre	Acres	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.
 - (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.
 - 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 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. <u>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.</u>
 - 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.
- 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 intercrew 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.

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

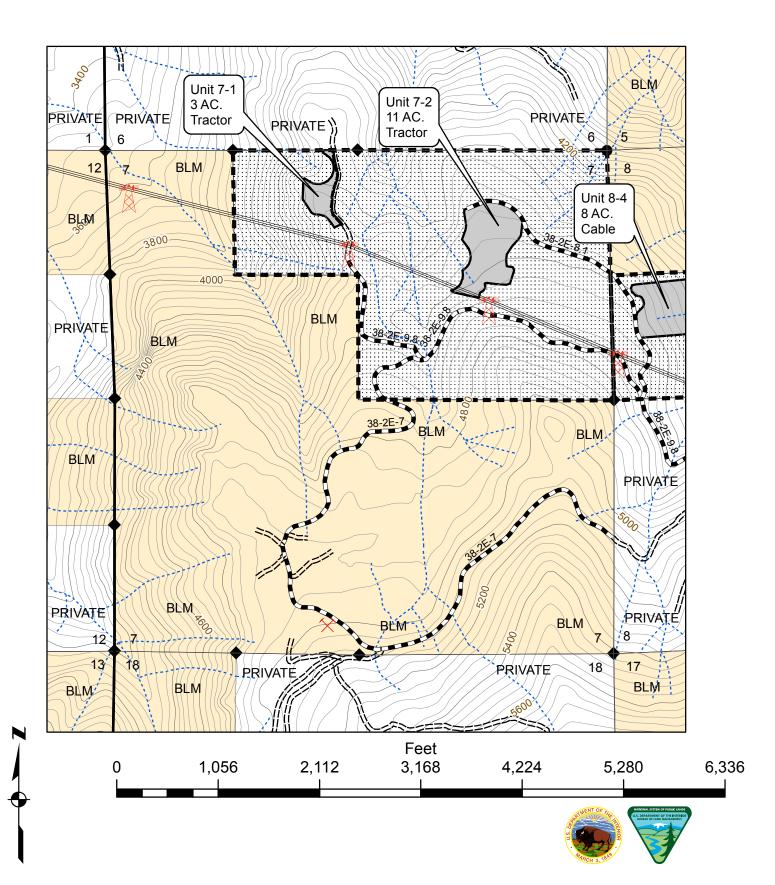
Certification of Non-segregated Facilities attached hereto and made a part hereof.

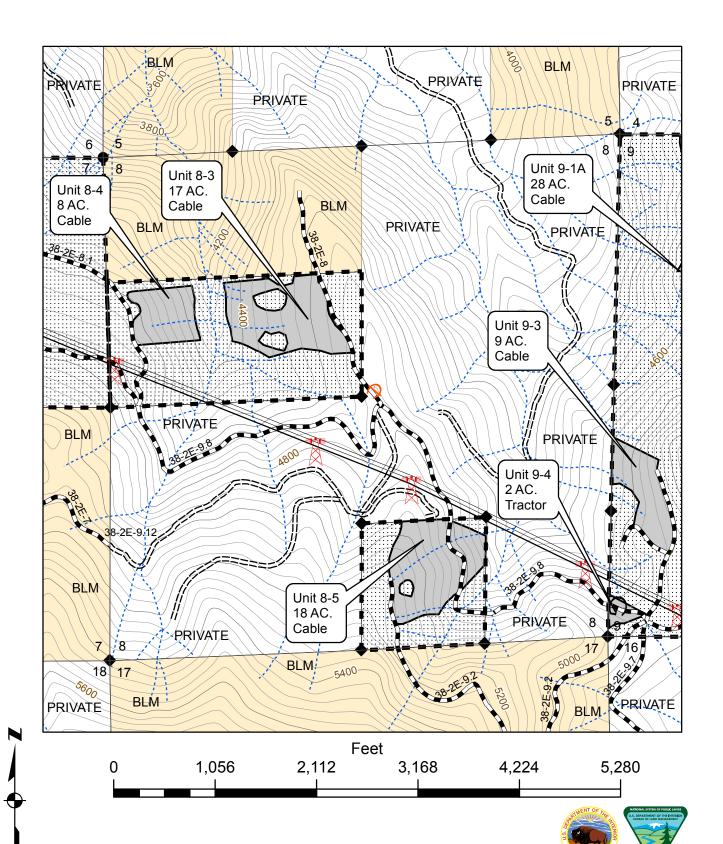
RIO RUMBLE TIMBER SALE LOCATION MAP OR-110-TS12-03 MEDFORD Т 37 31 37 S LAKE CREEK <u>ROAD</u> MEDF<mark>ORD</mark> ANTEL OPEROAD 06 H CLIMAX SHALE CITY DIVIDE **ROAD** + GRIZZLY PEAK 15 SHALE CITY ROAD Τ Т 38 38 **ASHLAND** S S 21 19 20 R 2 E Miles Legend ■ Contract Boundary Harvest Units Bureau of Land Management

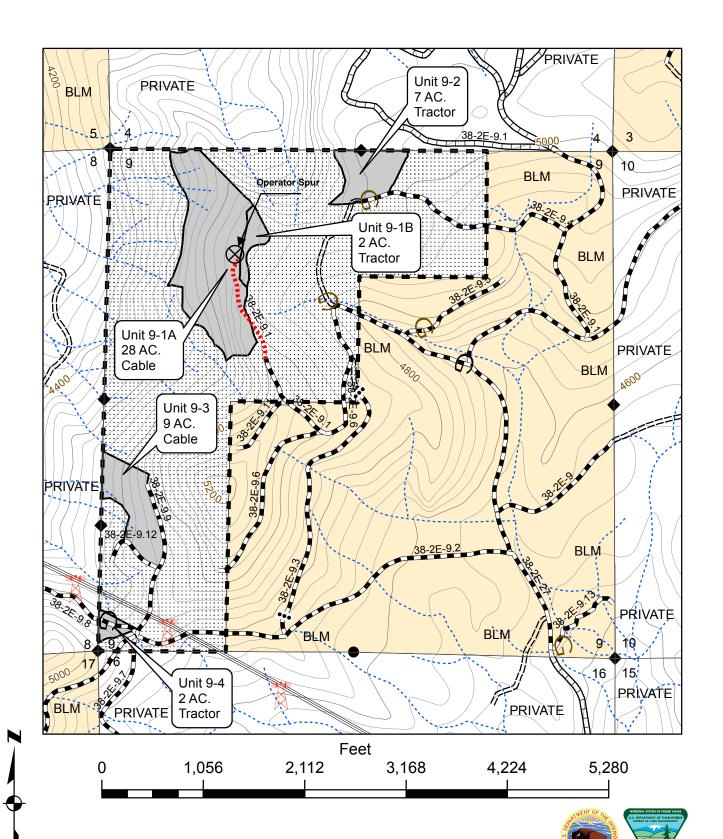
TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-TS12-03 EXHIBIT A PAGE 1 OF 4

Legend							
	Legi	GIIG					
Gate			High Tension Power Lines				
G	Gate	\otimes	Operator Spur				
0000000	Earth berm		New Road Construction				
•	BLM		BLM Road				
•	County		County Road				
	Contract Boundary	====:	Private or Unimproved Road				
X	Quarry		Contour 40' Interval				
	Electrical Transmission Towers		Streams				
			Harvest Units				
			Reserve Area				
			Bureau of Land Management				

TRACTOR YARD HARVEST UNITS UNITS BLUE MARKED FOR CUTTING 7-1, 7-2, 9-1B, 9-2, 9-4	25.00 AC.
CABLE YARD HARVEST UNITS UNITS BLUE MARKED FOR CUTTING 8-3, 8-4, 8-5, 9-1A, 9-3	80.00 AC.
RIGHT OF WAY	1.00 AC.
TOTAL	106.00 AC.
RESERVE AREA	494.00 AC.
TOTAL CONTRACT AREA	600.00 AC.









United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District: Medford

Sale Name: RioRumble

Sale Date: 11/17/2011

Appraisal Method: 16' MBF

Contract #: TS 12-03

Job File #: M11274

Master Unit: Jackson

Planning Unit: Ashland

Contents

Exhibit B

2

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Exhibit B

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

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

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	852		
White Fir	292		
Ponderosa Pine	2		
Sale Totals	1,146		

Unit Details (16' MB)

Unit	7-1	3 Acres	Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	16		
Ponderosa Pine	2		
White Fir	1		
Unit Totals	19		

Unit 7-2 11 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	55		
White Fir	14		
Unit Totals	69		

Unit 8-3 17 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	176		
White Fir	23		
Unit Totals	199		

Printed: 10/5/2011 9:40:55AM Page 2 of 4

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

8 Acres

Unit

8-4

Species	Net	Bid	Species
	Volume	Price	Value
Douglas-fir	33		

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	33		
White Fir	9		
Unit Totals	42		

Unit	8-5	18 Acres	Value per Acre: \$0.00
------	-----	----------	------------------------

Species	Net Volume	Bid Price	Species Value
Douglas-fir	59		
White Fir	99		
Unit Totals	158		

Unit 9-1a 28 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	334		
White Fir	95		
Unit Totals	429		

Unit 9-1b 2 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	22		
White Fir	2		
Unit Totals	24		

Unit 9-2 7 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	41		
White Fir	19		
Unit Totals	60		

9-3 Unit 9 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	94		
White Fir	19		
Unit Totals	113		

Printed: Page 3 of 4 10/5/2011 9:40:55AM

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Unit 9-4 2 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir			
White Fir	10		
Unit Totals	10		

Unit R/W 1 Acres Value per Acre : \$0.00

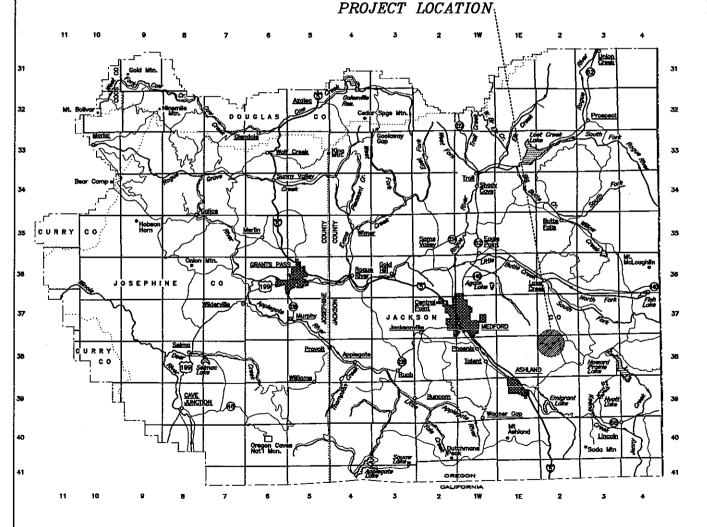
Species	Net Volume	Bid Price	Species Value
Douglas-fir	22		
White Fir	1		
Unit Totals	23		

Printed: 10/5/2011 9:40:55AM Page 4 of 4

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT RIO RUMBLE TIMBER SALE TRACT NO. 12-03

EXHIBIT C-1 SHEET 1 OF 1

Exhibit No.	Description
C1	TITLE SHEET
C 2	ROAD LOCATION MAP
C3	ESTIMATE OF QUANTITIES
C4	SPECIFICATION SHEET
C5	ROADS WORKLIST
C6	PLAN AND PROFILE SHEETS
C7	DRAINAGE & EROSION CONTROL INSTALLATION
C8	ROADSIDE BRUSHING DETAILS
C9	TYPICAL SLOPE STAKING
C10	CONSTRUCTION SPECIFICATIONS
C11	QUARRY DEVELOPMENT PLAN
DI	ROAD MAINTENANCE SPECIFICATIONS
D2	ROAD MAINTENANCE MAP





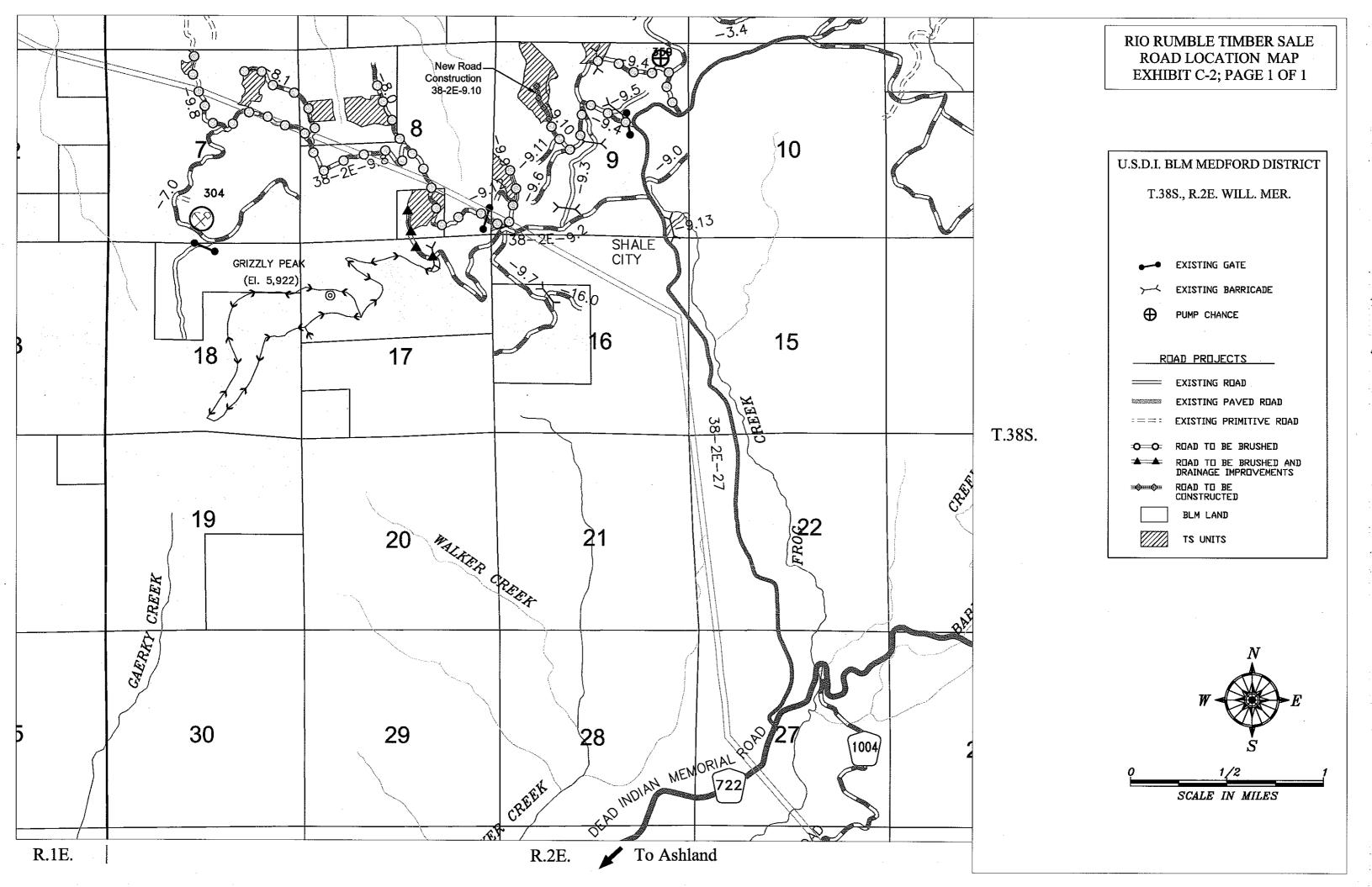
ALWAYS THINK SAFETY

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

TITLE SHEET

DESIGNED TOWN WE TOWN
DRAWN BY JWR SCALE AS SHOWN
DATE May 2010 SHEET 1 OF 1

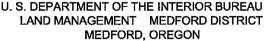
DRAWING NO. OR-11-9113.4-1



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ROAD	ó	ρ P	[E	2 8					SIZE		∣տ	DO	WNS	SPO	UT	IA.						ш	🚆	8	STA	¥	W S S N	M M	
NUMBER	FROM	· -	LENGTH	CLEARING AND GRUBBING	ROCK	COMMON	18"	24"	36" 4	18"	ELBOWS	FULL F RC	/HAL	REC	OT. ME	RENOVATION	ROAD WIDENING	PIT RUN ROCK	SCREENED ROCK	CRUSHED BASE	CRUSHED	STOCKPILE	SOIL STABILIZATION	ROADSIDE BRUSHING	SLOPE STAKING	ARMORED WATER DIP	EARTH/LO	EARTH / LOG BARRIER PLACE TEMPORARY BRIDGE	PLACE TI
SPECIFICATION				200	300	300			400 4							500		700	900	1000	1200		1800	2100	2300				
UNIT	MP/STA	MP/STA	MILE/STA	ACRE	C.Y.	C.Y.	L.F.	L.F.	L.F.	F. L.	F. EA	L.F.	LF.	L.F.	L.F.	MILE	MILE	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	ACRE	MILE	STA	EA	EA	EA	
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38-2E-8.00	0.00	0.47	0.47								7													0.47					
38-2E-8.01	0.00	0.78	0.78			ŀ					T		П											0.78					
38-2E-9.01 A	0.00	0.37	0.37			-					1		П											0.37					
38-2E-9.02 C	1.67	2.05	0.38								1							140						0.38		3	1		
38-2E-9.4 A1	0.00	0.30	0.30								1	1											-	0.30					
38-2E-9.04 B	0.00	0.42	0.42																					0.42					
38-2E-9.06	0.00	0.30	0.30							\top	\top													0.30					
38-2E-9.08	0.00	3.76	3.76										П											3.76					
38-2E-9.09	0.00	0.30	0.30								\top		П				,							0.30					
38-2E-9.10	0.00	0.24	0.24		<u> </u>																			0.24					
38-2E-9.10	0+00	11+60	0.22	0.80	152	889							П										0.80		11+60	2			
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TOTAL			7.54	0.80	152	889									<u> </u>			140					0.80	7.32	11+60	5	1		
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All Armored Water Dips shall be armored with Pit Run Rock to a minimum depth of 8" for the entire width and length. As shown in Exhibit C-6 Drainage & Erosion Control Installation.

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



ESTIMATE OF QUANTITIES*

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

REV. NO. DATE U. S. DEPARTMENT OF THE INTERIOR BUREAU OF

EXHIBIT C 4 SHEET 1 OF 1

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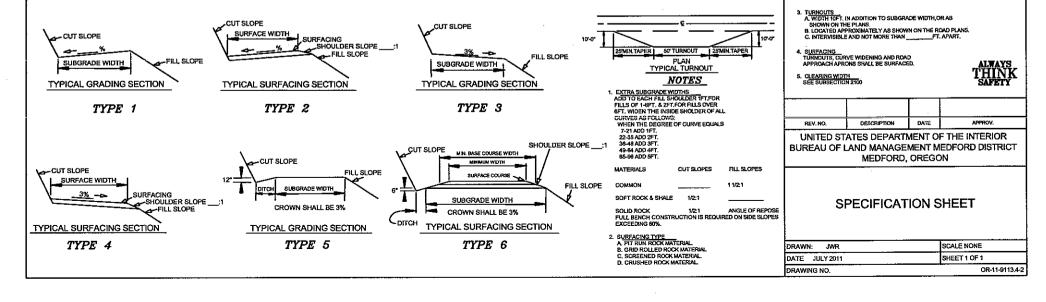
	STATION	TO STATION	LENGTH	TYPICAL	ALLIGNMENT	ROAD WI	DTH (1-3)	GRAI	DIENT	CL	EARIN.	G WID1	ПН	1		SURFACING (4)						
ROAD NUMBER	OR	OR	MILE OR	SECTION	MAXIMUM			MAXIMIIM	MAXIMUM	BEY				ACE COURSE		REMARKS						
	MILE POST	MILE POST	STATION	TYPE	DEGREE OF CURVE	SUBGRADE	DITCH	FAVORABLE	ADVERSE	TOP CUT	TOE FILL	L	R	MINIMUM WIDTH	COMP. DEPTH	TYPE (2)	GRADING	MINIMUM WIDTH	COMP. WIDTH	TYPE (2)	GRADING	
38-2E-8.00	0.00	0.47	0.47	3		14	•					4	4									Brushing Only
38-2E-8.01	0.00	0.78	0.78	5		16						4	4									Brushiπg Only
38-2E-9.01 A	0.00	0.37	0.37	6		16						4	4									Brushing Only
38-2E-9.02 C	1.67	2.05	0.38	3		14						4	4	14	0'-8"	A	0'-4"					Brushing, Rock 0. Mile, Construct Armored Water Di
38-2E-9.4 A1	0.00	0.30	0.30	6		16						4	4									Brushing Only
38-2E-9.04 B	0.00	0.42	0.42	6		16						4	4									Brushing Only
38-2E-9.06	0.00	0.30	0.30	6		14						4	4									Brushing Only
38-2E-9.08	0.00	3.76	3.76	- 6		16						4	4									Brushing Only
38-2E-9.09	0.00	0.30	0.30	3		12						4	4									Brushing Only
38-2E-9.10	0.00	0.24	0.24	- 6		14			[4	4									Brushing Only
38-2E-9.10	0+00	11+60	0.22	3		15				3	0											New Road Construction
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RIO RUMBLE TIMBER SALE Roads Worklist

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

ASC - Aggregate Surface Course BST - Bituminous Surface Treatment NAT - Natural Surface GRR - Grid Rolled Surface Jct. - Junction CY – Cubic Yards (N. Grizzly Pk Spur) Road 38-2E-08.00 ASC \mathbf{MP} Remarks 0.00 Jct. with N. Grizzly Peak 38-2E-9.08. Begin Roadside Brushing. 0.47 End Roadside Brushing. (Power Line Spur) Road 38-2E-08.01 $\underline{\mathbf{MP}}$ Remarks 0.00 Jct. with N. Grizzly Peak 38-2E-9.08. Begin Roadside Brushing. 0.78 End Roadside Brushing. Road 38-2E-09.01 A (Shale City Jeep Rd) **ASC** $\underline{\mathbf{M}}\mathbf{P}$ Remarks 0.00 Jct. with Shale City Road 38-2E-27.00. Begin Roadside Brushing. 0.37 End Roadside Brushing. Road 38-2E-09.02 C (Grizzly Peak) **GRR**

Remove Existing Barricade. Replace barricade upon completion of log haul.

Grizzly Peak Trailhead. End existing BST surface begin GRR surface. Begin

<u>MP</u>

0.00

1.67

1.68

1.80

Remarks

Roadside Brushing.

Jct. with Shale City Road 38-2E-27.00.

Install Water Dip armor with 30 cy of Pit Run.

1.86	Install Water Dip armor with 30 cy of Pit Run. Begin Placing 50 cy of Pit Run Rock.
1.88	Install Water Dip armor with 30 cy of Pit Run. End Placing Pit Run Rock.
2.05	End Roadside Brushing.
MP 0.00 0.37	Road 38-2E-09.04 A1 (Shale City Spur) ASC Remarks Jct. with Shale City Road 38-2E-27.00. Begin Roadside Brushing. End Roadside Brushing.
MD	Road 38-2E-09.04 B (Shale City Spur) ASC Remarks
<u>MP</u> 0.00	Jct. with Shale City Road 38-2E-27.00. Begin Roadside Brushing.
0.42	End Roadside Brushing.
•	
MP	Road 38-2E-09.06 (No Name) ASC Remarks
<u>MP</u> 0.00	• • • • • • • • • • • • • • • • • • •
	ASC Remarks
0.00	ASC Remarks Jet. with Shale City Spur 38-2E-9.04 A1. Begin Roadside Brushing.
0.00 0.30 <u>MP</u>	ASC Remarks Jct. with Shale City Spur 38-2E-9.04 A1. Begin Roadside Brushing. End Roadside Brushing. Road 38-2E-09.08 (N. Grizzly Peak) GRR Remarks
0.00 0.30 <u>MP</u> 0.00	ASC Remarks Jet. with Shale City Spur 38-2E-9.04 A1. Begin Roadside Brushing. End Roadside Brushing. Road 38-2E-09.08 (N. Grizzly Peak) GRR Remarks Jet. with Grizzly Peak 38-2E-9.02. Begin Roadside Brushing.
0.00 0.30 MP 0.00 3.76	ASC Remarks Jet. with Shale City Spur 38-2E-9.04 A1. Begin Roadside Brushing. End Roadside Brushing. Road 38-2E-09.08 (N. Grizzly Peak) GRR Remarks Jet. with Grizzly Peak 38-2E-9.02. Begin Roadside Brushing. End Roadside Brushing. Road 38-2E-09.09 (No Name) ASC

Road 38-2E-09.10 (No Name) ASC

<u>MP</u> 0.00	Remarks Jct. with 38-2E-9.06. Begin Roadside Brushing.
0.24	End Roadside Brushing. Begin road construction (see Ex. C-6 plan and profile sheets)

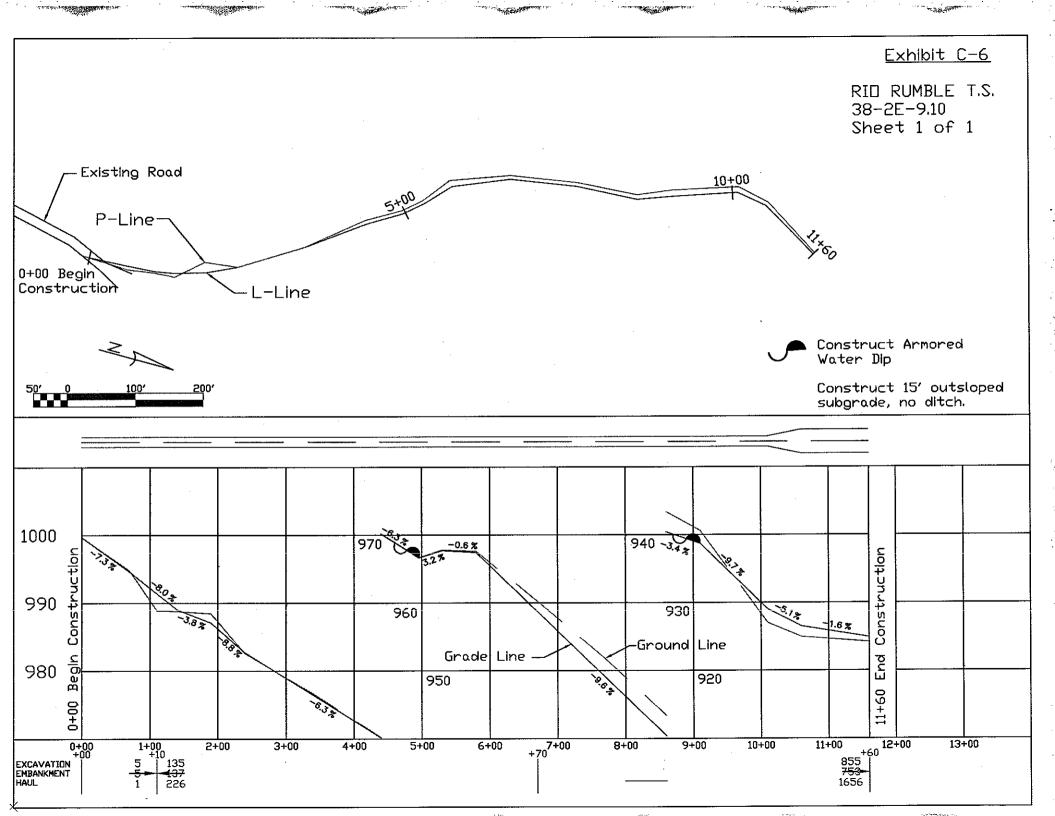
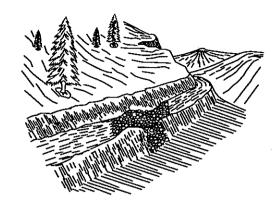
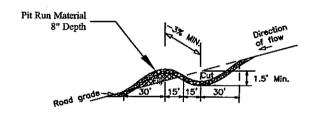
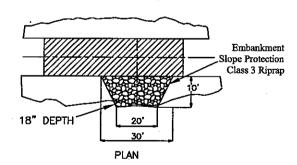


EXHIBIT C __7_ SHEET __1_ OF __1

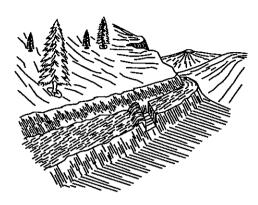


ARMORED WATER DIP

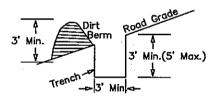




- 1. WATER DIPS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
- 3. ALL WATER DIPS SHALL BE SKEWED 30 DEGREES.
- 4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE AND BE READILY CROSSED BY HIGH CLEARANCE TYPE VEHICLES.
- MATERIAL SOURCE FOR CLASS 3 RIPRAP AND PIT RUN ROCK CRUSHED SHALL BE FROM SHARON LAKES QUARRY.
- 6. ALL ARMORED WATER DIPS SHALL BE ROCKED THE ENTIRE WIDTH & LENGTH TO A MINIMUM DEPTH OF 8".

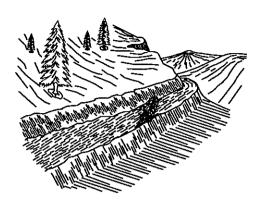


TRENCH BARRICADE

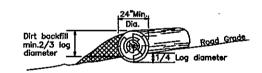


- BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
- 2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
- THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED

OFFICERS REPRESENTATIVE.

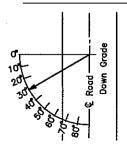


LOG BARRICADE



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

SKEW DIAGRAM

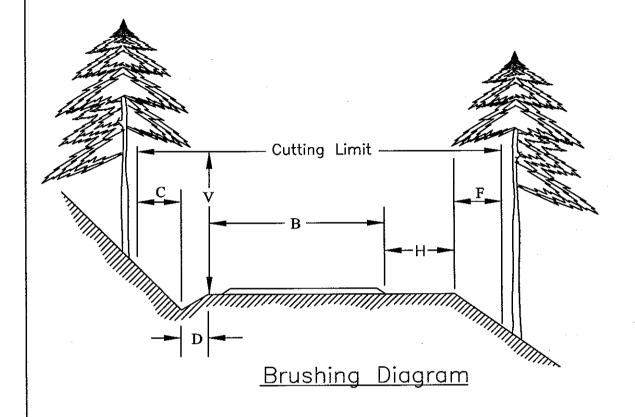


UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT - MEDFORD, OREGON

DRAINAGE & EROSION CONTROL INSTALLATION

DRAWN DCM	SCALE	NONE
DATE JULY 2011	SHEET 1	OF 1
DRAWING NO.	OR-11-911	3.4–8

Exhibit C <u>8</u> SHEET _1_ OF _1_



- Cutting Limit = C + D + B + H + F
- B = Basic lane width (includes turnouts) Width shall be determined by the PI
- C = 4 ft Distance to be brushed on cut slope beyond centerline of ditch
- D = Centerline of ditch to inside shoulder
- H = Variable distance between edge of basic lane and outside shoulder (does not include turnout widths)
- F = Distance to be brushed on fill slope beyond outside shoulder $(F = 4 \text{ when H is } \underline{4} \text{ ft or less})$
 - (F = 0) when H is greater than 4 ft)
- V = 14 ft Height of vertical cutting limit

Typical Basic lane widths

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

	Inside shoulder
Running Surface 25 ft. (middle ordinate)	Thin, space and p curved sections of as shown. Thinm trees shall be a n apart. A minimu shall be maintain tree.
200 ft. (chord distance)	Area to be cut
	NOT

Sight Distance Diagram

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

NOTES:

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

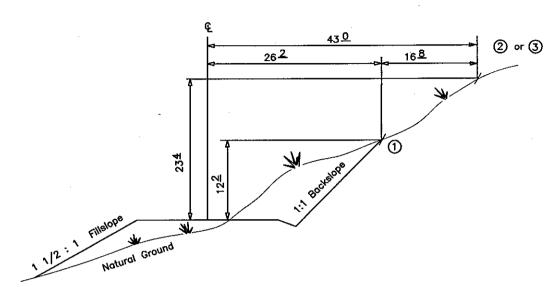
All distances shown are horizontal except for V

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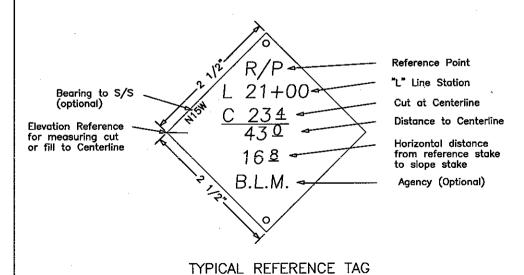
ROADSIDE BRUSHING **DETAIL**

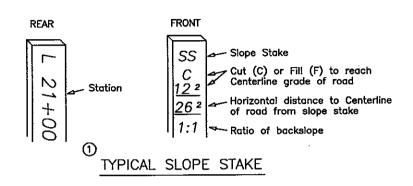
DRAWN RRB	SCALE NONE
DATE August 2006	SHEET 1 OF 1
DRAWING NO.	OR-117-TS06-26-C8

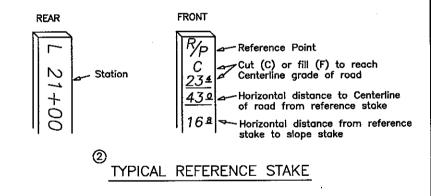
EXHIBIT C _9_ SHEET _1_ OF _1_



TYPICAL SLOPE STAKED CROSS SECTION







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

TYPICAL SLOPE STAKING

DRAWN JWR	SCALE	NONE
DATE July 2011	SHEET	1 OF 1
DRAWING NO. OR	117-7506-	-26-C11

SPECIAL PROVISIONS

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

Location:

ROAD# and	NAME	MP
38-2E-9.4B	Divide Lakes	0.07
38-2E-27.00	Sharon Lakes Quarry	0.53

Sale Name: Rio Rumble T.S.

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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
700	AGGREGATE BASE COURSE (PIT RUN)
1600	QUARRY AND PIT DEVELOPMENT
1800	SOIL STABILIZATION
2100	ROADSIDE BRUSHING
2300	SLOPE STAKING
2600	POST HARVEST WORK

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GENERAL – 100

101 - Prework 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 Prework conference shall be scheduled at the work site for quarry development.

102 - Definitions:

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

ASTM - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit run rock, bank or river run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

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

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

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

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

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

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

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

<u>Pioneer Road</u> - Temporary construction access built along the route of the project.

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

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

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

Road Centerline - Longitudinal center of roadbed.

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

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

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.

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

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

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

Spalls - Flakes or chips of stone.

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

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<u>Specific Gravity</u> - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

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

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

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

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

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

<u>Typical Cross Sections</u> - Cross sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

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

102a - Tests Used in These Specifications:

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

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

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

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

AASHTO T 90 Plastic limits and plasticity index of soil.

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

Sale Name: Rio Rumble T.S.

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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

- 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.

layers.

- 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 use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- AASHTO T 238 Determination of density of soil and soil aggregates in place by nuclear methods.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- DES. E-12 Determination of relative density of cohesionless soils.

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

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

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

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

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

CLEARING AND GRUBBING - 200

- *201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, (and as staked on the ground).
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (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).
- 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

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

- 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

- 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.
- 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.
- 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.
- 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.
- 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.

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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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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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

- 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.
- 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.
- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE BASE COURSE - 700 PIT RUN ROCK MATERIAL

- *701 This work shall consist of hauling and placing one or more layers of pit run rock material on the approved roadbeds in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 702 Pit run rock materials used in this work shall be obtained from the source shown on the plans. Development and mining of such source shall be in accordance with Subsection 1601 of these specifications.

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705 - Pit run rock material shall be placed in layers of sufficient thickness to accommodate the material, except that the maximum thickness of any layer shall not exceed 10 inches.

- Oversize material that cannot be accommodated in the layer shall be removed at the source or on the road, and shall be disposed of as directed by the Authorized Officer.
- When so indicated by the plans, filler or binder obtained from the source shown on the plans shall be uniformly blended with pit run rock material on the road.
- *708 The roadbed as shaped and compacted under Section 500 of these specifications shall be approved in writing by the Authorized Officer prior to placement of pit run rock material.
- 709 Pit run rock material shall be placed on roadbed, blade processed and spread to required dimensions.
- 710 Pit run rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.
- Layers of pit run rock material placed and shaped as specified shall be uniformly moistened or dried to the optimum moisture content for maximum density and compacted to full width by compacting equipment conforming to the requirements of Subsections 103f, 103g, and 103h. Minimum compaction shall be one 1 hour of continuous compacting for each 250 cubic yards, or fraction thereof, of pit run rock material placed per layer.
- 712 Pit run rock material shall be surface bladed during the compaction operation to remove irregularities and to produce a smooth running surface.
- Pit run rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrades shall not be construed as surfacing required under this specification unless approved in writing by the Authorized Officer prior to placement.

QUARRY AND BORROW PIT DEVELOPMENT - 1600

- 1601 This work shall consist of quarry and borrow pit development and rehabilitation in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 1602 The designated rock quarry site is located at the following location:

Subdivision	<u>S</u>	<u>ection</u>	<u>T.</u>	<u>R.</u>
Sharon Lakes Quarry	SE 1/4 SW1/4	18	38	3E

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Development and reclamation work at these sites shall be in strict accordance with these specifications and the mining and reclamation plan, as shown on the plans.

- If the Purchaser elects to use a rock source other than the designated source, the rock material produced shall comply with applicable sections of these specifications. If the alternate source is located on BLM ownership and a current BLM plan is not available, a development, mining, and reclamation plan shall be prepared by the Purchaser, and submitted for approval by the Authorized Officer. Development, mining and reclamation work shall be in accordance with the approved plan and 1600 specifications.
- If the designated source proves insufficient as to quantity and quality of the required rock material, the Purchaser shall, when ordered in writing by the Authorized Officer, move his crushing operation to an alternate materials source as shown on the plans and as selected by the Authorized Officer. Development, extraction, and reclamation work on the alternate source shall be in accordance with the mining and reclamation plans prepared by the BLM. An equitable adjustment will be made in the contract price.
- The operation of equipment related to the production of rock aggregate and quarry operations shall be confined to the quarry operations area and to the designated tractor trails as shown on the plans.
- Overburden, trees, stumps, logs, and loose rock shall be removed back from the edge of working quarry faces for a distance of 10 feet.
- Overburden and reject material shall be placed at the disposal site shown on the plans as directed by the Authorized Officer.
- 1611 The Purchaser shall notify the Authorized Officer at least 5 days prior to commencing quarry operations.
- The Purchaser shall notify MSHA (Mining Safety and Health Administration) by standard form or telephone, and in accordance with part 56, Chapter 1 of Title 30 Code of Federal Regulations (CFR) of what date he intends to commence, terminate, and/or temporarily close down operations of the quarry. Notice shall be submitted a minimum of 10 days prior to the proposed date of the action to be taken. Notification shall be submitted to:

Mining Safety and Health Admin. Attn: Supervisor P.O. Box 70 Albany, Oregon 97321 Commercial Phone No. 541-967-5825

Sale Name: Rio Rumble T.S.

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Mining Safety and Health Admin. 117 107th Ave. NE Bellevue, Washington 98004 Commercial Phone No. 206-442-7037

The Purchaser shall also prepare and submit to MSHA at the above address the quarterly Employment Report and Injury and Illness Report for the mining operation.

- The Purchaser shall comply with local and State Safety Codes covering quarrying operations, warning signs and traffic control.
- Operations on the quarry site shall be so conducted that, both during and after completion of work, erosion will be minimized and sediment will not enter streams or other bodies of water. Waste or disposal areas and quarry access roads shall be located, constructed, and maintained in a manner that will prevent sediment from entering live streams or other bodies of water. Noncombustible debris and silt-laden water material resulting from the quarry operation shall be placed in such waste or disposal areas as shown on the plans and as directed by the Authorized Officer.
- Upon completion of quarrying operations, overburden and waste materials shall be disposed of in accordance with requirements of the approved reclamation plan or in a manner approved in writing by the Authorized Officer.
- Upon completion of quarrying operations, required site reclamation measures shall be performed to the satisfaction of the Authorized Officer, including but not limited to the following:
 - (a) Permanently seal or fill unused drill holes as directed by the Authorized Officer.
 - (b) Construct water bars and take other erosion control measures as directed by the Authorized Officer.
 - (c) Remove blockages from drainage systems, streams, and waterways, and restore streams and waterways to their original courses.
 - (d) Erect barricades on quarry access roads as directed by the Authorized Officer.
 - (e) Complete required site reclamation measures within 14 days after final cessation of quarrying operations.
 - (k) Clear quarry benches and scale wall of loose or dislodged shot material and move to a designated location within the quarry.

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SOIL STABILIZATION - 1800

- 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.
- 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.
- 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
Species	Min. %	Min. %	<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.

Dercent of

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

	r ci ceilt oi	
<u>Species</u>	Total by Wt.	Lbs. per Acre
California Brome	50%	10

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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

- Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1820 The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date he intends to commence the specified soil stabilization work.
- 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.
- 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 form the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

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ROADSIDE BRUSHING - 2100

- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self powered, self-propelled equipment or manually with hand tools, including chain saws.
- Vegetation cut manually and or mechanically less than 6 inches in diameter when
 measured at DBH shall be cut to a maximum height of 2 inches above the ground surface
 or above obstructions such as rocks or stumps on cut and fill sloped and all limbs will be
 severed from the trunk.
- 2103a Vegetation shall be cut and removed from the road bed between the outside shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. All limbs will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at DBH shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than (6) inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 Inside curves shall be brushed out for a sight distance of 200 feet chord distance and a middle ordinate distance of 25 feet. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- Debris resulting from this operation shall be scattered downslope from the roadway.

 Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 feet in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by Authorized Officer.

Sale Name: Rio Rumble T.S.

Sheet 17 of 18

2113 - Roadside brushing shall be accomplished as specified on the plans on the roads listed below:

Road No.	From	То
38-2E-8.00	0.00	0.47
38-2E-8.01	0.00	0.78
38-2E-9.01 A	0.00	0.37
38-2E-9.02 C	1.67	2.05
38-2E-9.04 A1	0.00	0.37
38-2E-9.04 B	0.00	0.30
38-2E-9.06	0.00	0.30
38-2E-9.08	0.00	3.76
38-2E-9.09	0.00	0.30
38-2E-9.10	0.00	0.24

- 2116 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within (400) feet of the immediate operating area.
- 2117 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

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:

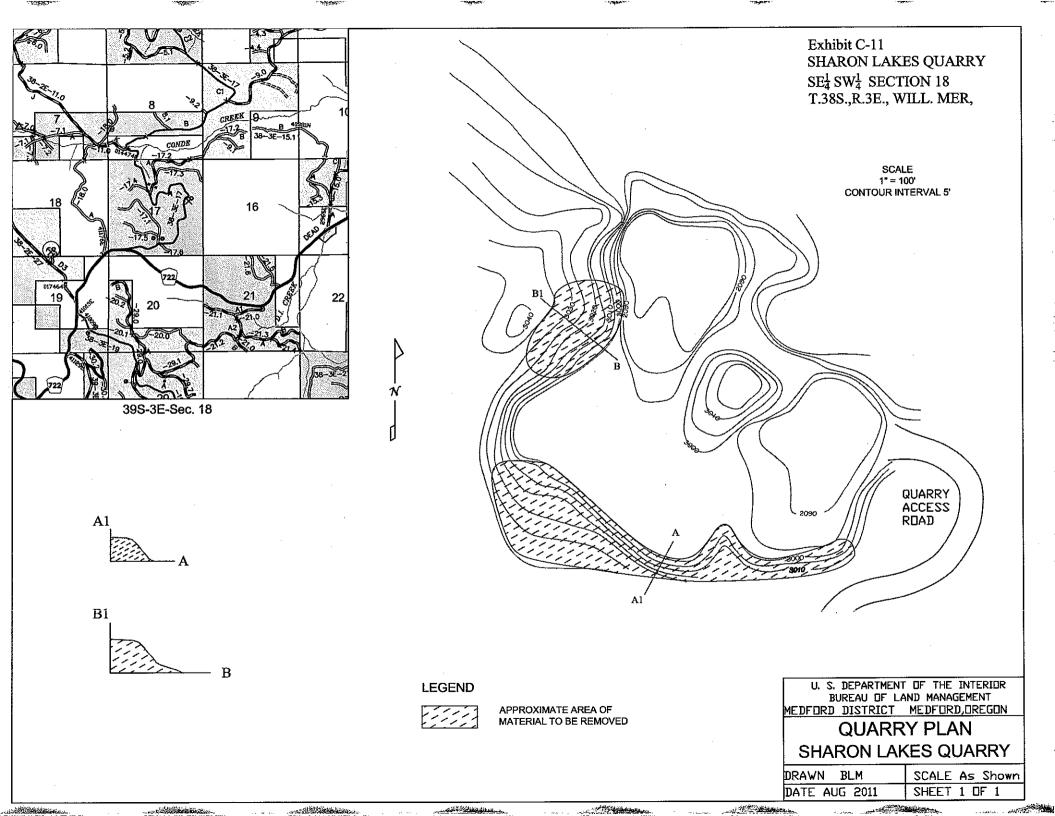
Road No.	Approximate Sta./Mi.
39-2E-09.10	11+60

POST HARVEST ROAD WORK - 2600

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

Road No.	From	То
39-2E-09.02 C	1.67	2.05
	TOTAL MILES	0.38

- 2602 Post harvest road work shall consist of the following treatments:
 - a. Construct water bars at 300' spacing, or as staked or directed by the Authorized Officer's Representative.
 - b. As directed by the Authorized Officer construct rock, log, or earth barricades near the beginning of road to be decommissioned. The final locations will be staked by the Authorized Officer's Rep.



Rio Rumble T.S. Exhibit D-1 Page 1 of 7

SPECIFICATION TABLE OF CONTENTS

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

GENERAL - 3000

- The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C)(2) 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.
- The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism, shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut.

 Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools.

- Removal of bank slough and slide material includes placement of material at the nearest 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.
- 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.

- 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.
- 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.

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.
- 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.
- 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

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

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

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

OTHER MAINTENANCE - 3400

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

- 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
38-2E-8.00	0.00	0.47
38-2E-8.01	0.00	0.78
38-2E-9.01 A	0.00	0.37
38-2E-9.02 C	1.67	2.05
38-2E-9.04 A1	0.00	0.37
38-2E-9.04 B	0.00	0.42
38-2E-9.06	0.00	0.30
38-2E-9.08	0.00	3.76
38-2E-9.09	0.00	0.30
38-2E-9.10	0.00	0.24

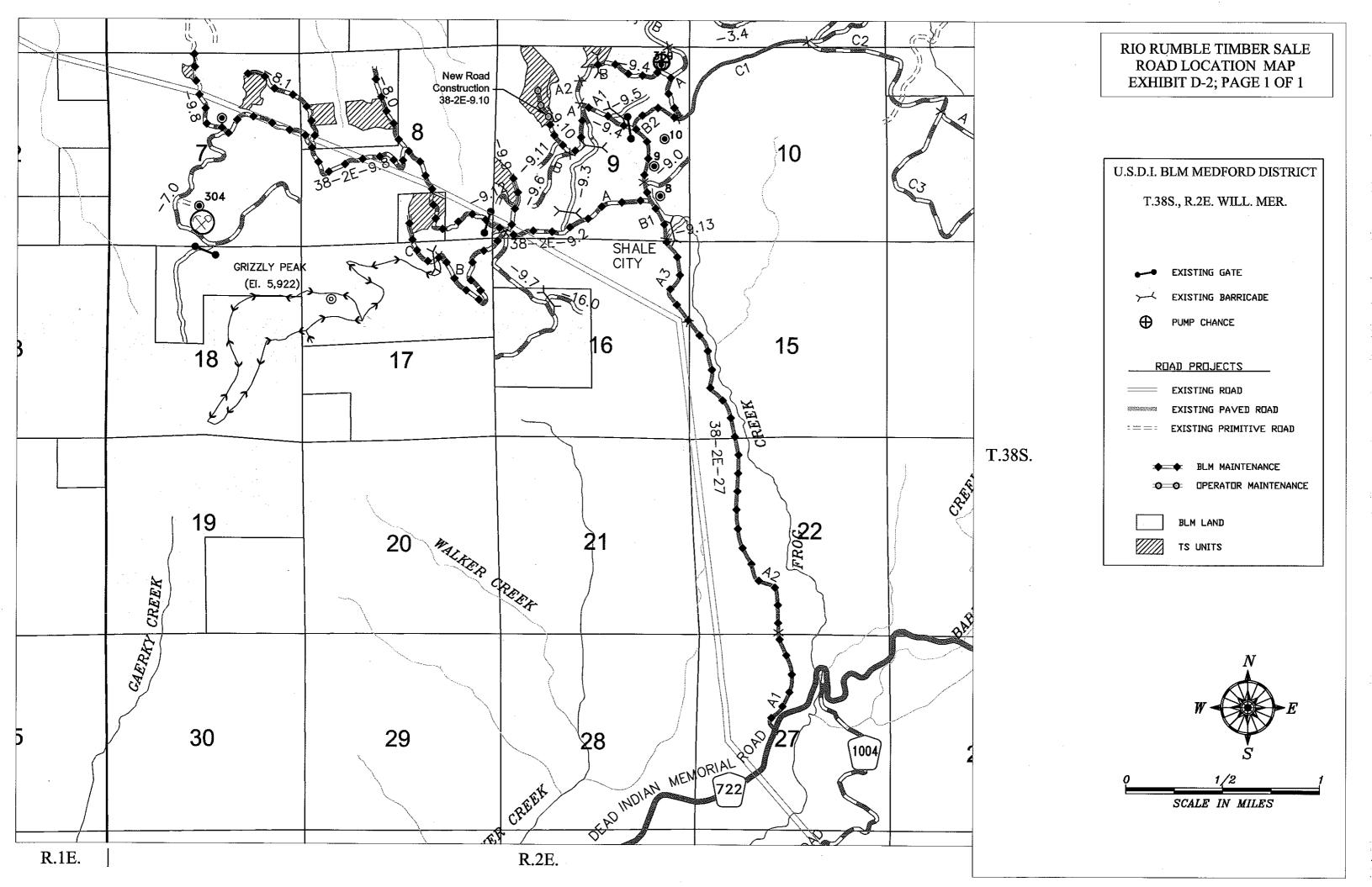
During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering, based on equipment rental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

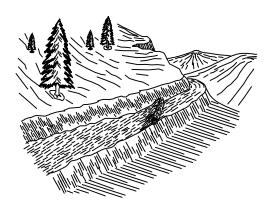
3403a - During dry hauling conditions when the authorized officer determines watering is not required, the Purchaser shall reduce hauling speeds to 5 MPH and/or restrict the number of loads hauled to 2 per day on the following road:

Road No.	From M.P./STA	To M.P./STA		
38-2E-8.00	0.00	0.47		
38-2E-8.01	0.00	0.78		
38-2E-9.01 A	0.00	0.37		
38-2E-9.02 C	1.67	2.05		
38-2E-9.04 A1	0.00	0.37		
38-2E-9.04 B	0.00	0.42		
38-2E-9.06	0.00	0.30		
38-2E-9.08	0.00	3.76		
38-2E-9.09	0.00	0.30		
38-2E-9.10	0.00	0.24		

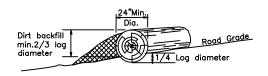
Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received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

- The Purchaser may at his option and expense, substitute lignin sulfonate or 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.



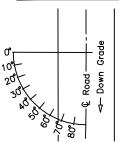


LOG BARRICADE

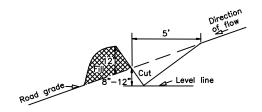


- 1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
- 3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES
- 4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
- 5. THE MINIMUM SMALL END DIAMETER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

SKEW DIAGRAM



WATER BAR



- 1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
- 3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES
- 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.

WATER BAR SPACING *

ROAD GRADE	LOAM OR CLAY LOAM	DECOMPOSED GRANITE
%	FEET	FEET
4-6	4-6 400 3	
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

DESIGN	IEDB	LM					
REVIEW	'ED						
APPRO	VED						_
DRAWN	DCM		SCALE		NON	ŧΕ	
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

Sale Name: Rio Rumble

Sale Date: 12/22/2011

Appraisal Method: 16' MBF

Contract #: TS 12-03

Job File #: M11274

Master Unit: Jackson

Planning Unit: Ashland

Contents

Timber Sale Summary				
Stumpage Summary	4			
Prospectus	5			
Volume Summary	6			
Stump to Truck Costs	9			
Other Allowances Costs	10			
Consolidated Comments	11			

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision	
O&C	38S	2E	7	NE 1/4 NW 1/4, NE 1/4.	
PD	38S	2E	8	S 1/2 NW1/4, SW1/4 SE1/4.	
O&C	38S	2E	9	NW1/4 NE1/4, NW1/4, W1/2 SW1/4. Willamete Meridian.	

Cutting Volume (16' MBF)

	Cutting volume (10 1911)											
Unit	DF	WF	PP						Total	Regen	Partial	ROW
7-1	16	1	2						19	0	3	0
7-2	55	14							69	0	11	0
8-3	176	23							199	0	17	0
8-4	33	9							42	0	8	0
8-5	59	99							158	0	18	0
9-1a	334	95							429	0	28	0
9-1b	22	2							24	0	2	0
9-2	41	19							60	0	7	0
9-3	94	19							113	0	9	0
9-4	0	10							10	0	2	0
R/W	22	1							23	0	0	1
Totals	852	292	2	•					1,146	0	105	1

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Logging Costs per 16' MI	BF	Profit & Ris	k
	\$ 177.03	Total Profit & Risk	
	\$ 103.95	Basic Profit & Risk 7 % + Additional	Risk 0 %
tion	\$ 0.00	Back Off	
zation	\$ 0.00	Tract Featur	es
tenance	\$ 5.65	Avg Log Douglas-fir : 99 bf	All : 91 bf
owances :		Recovery Douglas-fir: 90 %	All : 90 %
	\$2.14	Salvage Douglas-fir: 0 %	All: 0 %
iels Treatment	\$ 3.14		1111.070
isc	\$ 2.09	Avg Volume (16' MBF per Acre)	
ther Costs	\$ 2.01	Avg Yarding Slope	
Total Other Allowances:	\$ 7.24	Avg Yarding Distance (feet)	
		Avg Age Volume Cable	
		Volume Cable Volume Ground	
		Volume Aerial	
		Road Construction Stations	19,0
		Road Improvement Stations	27,0
		Road Renovation Stations	
		Road Decomission Stations	
		Cruise	
		Cruised By	A.Worman,Parks,
		Date	06/01
ogging Costs per 16' MBF	(\$ 293.86)	Type of Cruise	
		County, State	Jackso
Utilization Cen #1 : Rough & Ready Lumber	93 Miles	N X	
#2	0 Miles	Net Volum Green (16' MBF)	ie
ed distance to Utilization Centers	93	Salvage (16' MBF)	
Length of Cont	ract	Salvage (10 MDr)	
and Removal Time	36 Months	Douglas-fir Peeler	
l Property Removal Time	1 Months	Export Volume	
		Scaling Allowance (\$0.75 per 16' MBF)	\$8

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Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	1,965	852	\$ 414.31	\$ 29.00	\$ 293.86			\$ 91.40	\$ 77,872.80
WF	1,285	292	\$ 300.53	\$ 21.04	\$ 293.86			\$ 30.10	\$ 8,789.20
PP	5	2	\$ 324.70	\$ 22.73	\$ 293.86			\$ 32.50	\$ 65.00
Totals	3,255	1,146							\$ 86,727.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
White Fir				62.0	32.0	6.0
Ponderosa Pine					70.0	30.0
Douglas-fir		2.0	4.0	62.0	30.0	2.0

Marginal Log Volume

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

Appraised By: Worman, Aaron **Date:** 10/03/2011

Area Approval By: Worman, Aaron Date: 10/05/2011

District Approval By: Date:

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Prospectus

Appraisal Method: (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	1,965	852	691	1,406
White Fir	1,285	292	234	508
Ponderosa Pine	5	2	1	2
Total	3,255	1,146	926	1,916

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,268	3,255	389	18.2	1,206	13,262	90

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
13,262	784	14,046	4	1,146	1,268	90 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
942	1,965	479	18.2	896	9,044	99

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
9,044	578	9,622	4	852	942	90 %

Cutting Areas

Unit	Regen Acres	Partial Cut	Right Of Way Acres	Total
	Acres	Acres	Acres	Acres
7-1		3		3
7-2		11		11
8-3		17		17
8-4		8		8
8-5		18		18
9-1a		28		28
9-1b		2		2
9-2		7		7
9-3		9		9
9-4		2		2
R/W			1	1
Totals :		105	1	106

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Sale Volume Totals

106 Acres 0	Regen	105 Partial	1 R/W	11	Units
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SpeciesName	# of	Merch	Cull	16' MBF	16' MBF	16' MBF	32' MBF	32' MBF	32' MBF	CCF	CCF	CCF
Trees	Logs	Logs	Net	GM	Gross	Net	GM	Gross	Net	GM	Gross	
Douglas-fir	1,965	9,044	578	852	896	942	691	727	766	1,406	1,479	1,562
White Fir	1,285	4,205	205	292	308	324	234	247	259	508	535	561
Ponderosa Pine	5	13	1	2	2	2	1	1	1	2	3	3
Totals	3,255	13,262	784	1,146	1,206	1,268	926	975	1,026	1,916	2,017	2,126

Unit Totals

Unit: 7-1 3 Acres) Regen	3 Partial	0 R/W
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SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	98	237	26	19	17	16
White Fir	26	50	4	2	2	1
Ponderosa Pine	5	13	1	2	2	2
Unit Totals	129	300	31	23	21	19

Unit: 7-2 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	99	427	82	69	58	55
White Fir	125	336	11	15	15	14
Unit Totals	224	763	93	84	73	69

Unit: 8-3 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	255	1,458	87	190	185	176
White Fir	74	269	13	26	25	23
Unit Totals	329	1,727	100	216	210	199

Unit · 8-4	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	92	396	40	39	35	33
White Fir	23	98	12	10	9	9
Unit Totals	115	494	52	49	44	42

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Unit: 8-5	18 Acres		0 Reger	ı	18 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	409	1,403	47	106	104	99
Douglas-fir	108	481	25	64	62	59
Unit Totals	517	1,884	72	170	166	158

Unit: 9-1a	28 Acres		0 Reger	1	28 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	732	3,579	203	363	351	334
White Fir	321	1,191	72	107	100	95
Unit Totals	1,053	4,770	275	470	451	429

Unit: 9-1b	2 Acres		0 Reger	1	2 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	40	207	18	26	23	22
White Fir	11	26	3	2	2	2
Unit Totals	51	233	21	28	25	24

Unit: 9-2	7 Acres	0 Regen			7 Partial	0 R/W
SpeciesName	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
Speciesivanie	Trees	Logs	Logs	Gross	GM	Net
Douglas-fir	107	465	19	44	43	41
White Fir	79	259	14	21	20	19
Unit Totals	186	724	33	65	63	60

Unit: 9-3	9 Acres		0 Reger	1	9 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	393	1,582	60	103	99	94
White Fir	131	333	21	22	20	19
Unit Totals	524	1,915	81	125	119	113

Unit: 9-4	2 Acres		0 Reger	n	2 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	75	215	5	11	10	10
Douglas-fir	2	5				
Unit Totals	77	220	5	11	10	10

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Unit: R/W	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	39	207	18	25	23	22
White Fir	11	25	3	2	1	1
Unit Totals	50	232	21	27	24	23

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

Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$ 202,871.00	1,146	\$ 177.03

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40	MBF	990	\$ 175.50	\$ 173,745.00
Track Skidder	MBF	216	\$ 129.75	\$ 28,026.00
Subtotal				\$ 201,771.00

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Subtotal				

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Dozer	2	\$ 550.00	\$ 1,100.00
Subtotal			\$ 1,100.00

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Other Allowances Costs

Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out	
Allowances Costs	Volume	Volume *	Cost	
\$8,294.32	1,146	\$7.24	\$0.00	

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 1	\$ 3,600.00	\$ 3.14	N	\$ 0.00
Subtotal	\$ 3,600.00	\$ 3.14		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Seeding	\$ 640.00	\$ 0.56	N	\$ 0.00
Mulching	\$ 500.00	\$ 0.44		\$ 0.00
Seed&mulch Labor	\$ 200.00	\$ 0.17		\$ 0.00
Directional felling	\$ 1,054.32	\$ 0.92		\$ 0.00
Subtotal	\$ 2,394.32	\$ 2.09		\$ 0.00

Other Costs

Detail (16' MBF)

	Total	Cost /	Buy	Buy Out
Cost Item	Cost	Net Vol *	Out	Cost
Skid Location	\$ 300.00	\$ 0.26	N	\$ 0.00
Landing Clean up	\$ 600.00	\$ 0.52	N	\$ 0.00
Waterbar Skids	\$ 900.00	\$ 0.79	N	\$ 0.00
Landing Construction	\$ 300.00	\$ 0.26	N	\$ 0.00
Equipment Washing	\$ 200.00	\$ 0.17	N	\$ 0.00
Subtotal	\$ 2,300.00	\$ 2.01		\$ 0.00

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

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Medford Rio Rumble TS 12-03

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

General						
Yarding & Loading						
Road Costs						
(see Engineering Appraisal for details).						
Transportation						
rough and ready lumber is located in Cave Junction, OR						
(see Transportation appendix for details).						
Other Allowances						
Seed and mulch= \$8/Lb for seed, 20Lb per ac. Mulch is \$250/ton, 1000Lb/ac = \$125. 1 day labor for seed and mulch.SD-5 stip per Fuels Lead= 10 ac. @ \$360/ac.						
Prospectus						

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Tract No : 12-03
Sale Name: Rio Rumble

Sale Date: November 2011

Prep. By : Josh R

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1. Road Use - Amortization: (1) \$0.00/1146 MBF = \$0.00/MBF 1/\$ (RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$$\frac{\$4124.07}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$0.00}{(4.1)} + \frac{\$0.00}{(5.1)} = \frac{\$4124.07}{(\text{RC-2c})}$$

3. Rockwear Obligation:

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

4. Other Maintenance Payments:

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

5. Purchaser Maintenance Allowances:

(7.3A) Move In	\$0.00
(7.3B) Culverts, Catch Basins, Downspouts	\$0.00
(7.3C) Grading, Ditching	\$0.00
(7.3D) Slide Removal and Slump Repair	\$0.00
(7.3E) Dust Palliative (Water)	\$2346.41
(7.3F) Surface Repair (Aggregate)	\$0.00
(7.3G) Dust Palliative (Bituminous, Lignin, MgCl)	\$0.00
(7.3H) Other	\$0.00

Total (7.3) =
$$\frac{$2346.41}{(RC-2a \& Ex D)}$$

$$(2+3+4+5)$$
 Total = \$6,470.48/1146 MBF = \$5.65/MBF 1/

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		Rd Use	Vol	Road Use
Number	Road Number	Fee x	MBF	= Obligation

(1) Subtotal

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

Road Number	Α	Surf		Maint	Vol		Total
and Segment	egment N Type Mi		Μi	x Fee x	MBF	=	Maint
38-2E-8.01	Α	ASC	0.78	1.13	69		\$60.82
38-2E-8.01	Α	ASC	0.19	1.13	42		\$9.02
38-2E-9.01	Α	ASC	0.37	1.13	60		\$25.09
38-2E-9.02 A	Α	BST1	0.82	0.65	614		\$327.26
38-2E-9.02 B	Α	BST1	0.85	0.65	79		\$43.65
38-2E-9.04 A1	N	ASC	0.30	1.30	478		\$186.42
38-2E-9.04 B	Α	ASC	0.42	1.13	60		\$28.48
38-2E-9.06	N	ASC	0.30	1.30	478		\$186.42
38-2E-9.08	Α	ASC	1.08	1.13	19		\$23.19
38-2E-9.08	Α	ASC	0.72	1.13	130		\$105.77
38-2E-9.08	Α	ASC	0.37	1.13	333		\$139.23
38-2E-9.08	Α	ASC	0.55	1.13	412		\$256.06
38-2E-9.10	Ν	ABC	0.24	1.30	478		\$149.14
38-2E-27.00	Α	BST1	3.74	0.65	60		\$145.86
38-2E-27.00	Α	BST1	3.45	0.65	478		\$1071.92
38-2E-27.00	Α	BST1	3.03	0.65	614		\$1209.27
38-2E-9.09	Α	ASC	0.30	1.13	113		\$38.31
38-2E-8.00	N	ASC	0.30	1.30	203		\$79.17
38-2E-9.02 C	N	GRR	0.38	1.30	79		\$39.03

(2.1) Subtotal \$4124.07

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

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

(3.1) Subtotal

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

		MA	INI	ENANCE	(4.1)			ROCKWEAR (4.2)) 2/ 3/
Road Number	Α			Maint	Vol	Total		Rkwear Vol	Total
and Segment	N	Μi	х	Fee x	MBF =	Maint	Μi	x Fee x MBF =	Rkwear

(4.1) Subtotal (4.2) Subtotal

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

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

		MA	INTENANCE	(5.1)			ROCKWE	AR (5.2)	2/ 3/
Road Number	Α		Maint	Vol	Total		Rkwear	Vol	Total
and Segment	N	Μi	x Fee x	C.Y. =	Maint	Mi	x Fee x	C.Y. =	Rkwear

(5.1) Subtotal (5.2) Subtotal

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

6. Other Maintenance Payments - USFS or Others Perform Maintenance

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

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)

ROCK HAUL (7.2) 2/ 3/

Road No 1/	Α	RkWear	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi x Fee x	MBF =	RkWear Mi	x Fee x	C.Y.=	Rkwear
38-2E-9.10	N	0.22 0.00	478	\$0.00 0.	00.00	0	\$0.00

(7.1) Subtotal \$0.00

(7.2) Subtotal \$0.00

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

	NO	Move	COST	DISC	Sub-
Equipment 1/	Units	x in x	50 Mi	x Factor =	total
Motor Grader:		;	\$335.00	0.59	\$0.00
Back Hoe:		;	\$335.00	0.59	\$0.00
Loader:		;	\$335.00	0.59	\$0.00
Water Truck:		;	\$206.00	0.59	\$0.00
Dump Truck 2/:			\$214.00	0.59	\$0.00

(7.3A) Total \$0.00

7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

 $\frac{\text{Miles x Cost/Mi}}{292.45} = \frac{\text{Subtotal}}{\$0.00}$

(7.3B) Total \$0.00

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

^{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).

^{1/} Equipment limited to that allowed in Exhibit D. Refer to Sch. 20 Table 2.

^{2/} Dump truck is allowable for surface repair only.

7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	X	Cost/Mi	X	Freq	=	Subtotal
Blade Road:	0.00		459.60		0		\$0.00
Blade Ditch:	0.00		153.20		0		\$0.00

(7.3C) Total \$0.00

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

Type	No Slide	S	Hours		Equip		
Equipment	/Slumps	х	Each	х	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

7.3E Dust Palliative (Water) 1/

Spreading Hours

							No		Freq		Truck	
	Miles	/	MPH	=	Hours	х	Days	х	/Day	=	Hours	
	7.69		5		1.5		11		1		16.5	
Load	& Haul	-Ro	undtr:	= qi	2.0		6		1		12.0	
Fixed Hours (3000 Gal. tanker)												
IIACC	a mound	()	000 00	c	ainci ,							

Total Hours = 28.5

Truck Cost: \$82.33/Hr. x 28.5 Hours = \$2346.41

(7.3E) Total \$2346.41

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

^{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.

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

^{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.

Summary of All Roads and Projects T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Prepared by: Josh R Ph: 2258 Print Date: 10/3/2011 11:31:37 AM Construction: 11.62 sta (Surfaced 0.00 sta Natural 11.62 sta) Improve: 0.00 sta Renov: 383.86 sta Decom: 0.00 sta Temp: 0.00 sta	: 04/15/10
200 Clearing and Grubbing: 1.0 acres	\$1,690.34
300 Excavation: 1,041 cy	\$4,387.97
400 Drainage:	\$800.00
500 Renovation:	\$0.00
Surfacing:	\$1,164.80
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.8 acres	\$395.73
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 7.2 acres	\$2,247.41
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 11.60 sta	\$336.28
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$1,400.00
Mobilization: Const. \$2,423.54 Surf. \$884.95	\$3,308.49
Quarry Development:	\$3,300.32
Total: 1,146 mbf @ \$16.61/mbf =	\$19,031.35
Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities are COMPACTED in place cubic yards. File D:\JRobeson\2011\TSales\TS-12-03_Rio Rumble\Rd Costs\	Rumble.mdb

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011	
Road Number: 38-2E-8.00 Road Name: N Grizzly Pk Sp Road Renovation: 0.47 mi 14 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.5 acres	\$156.07
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$30.45 Surf. \$0.00	\$30.45
Quarry Development:	\$0.00
Total:	\$186.52
1/OCCD •	

Notes

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-8.01 Road Name: Power Line Sp Road Renovation: 0.78 mi 16 ft Subgrade 3 ft ditch	T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres		\$0.00
300 Excavation:		\$0.00
400 Drainage:		\$0.00
500 Renovation:		\$0.00
Surfacing:		\$0.00
1300 Geotextiles:		\$0.00
1400 Slope Protection:		\$0.00
1800 Soil Stabilization: 0.0 acres		\$0.00
1900 Cattleguards:		\$0.00
2100 RoadSide Brushing: 0.8 acres		\$249.71
2200 Surface Treatment: 0.0 tons		\$0.00
2300 Engineering: 0.00 sta		\$0.00
2400 Minor Concrete:		\$0.00
2500 Gabions:		\$0.00
8000 Miscellaneous:		\$0.00
Mobilization: Const. \$48.72 Surf. \$0.00		\$48.72
Quarry Development:		\$0.00
Notes:	Total:	\$298.43
1/10/CED •		

Notes

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.01 A Road Name: Shale City Jeep Sp Road Renovation: 0.37 mi 16 ft Subgrade 3 ft ditch T.S. Update	: 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.4 acres	\$124.86
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$24.36 Surf. \$0.00	\$24.36
Quarry Development:	\$0.00
Total:	\$149.21
Notes:	

S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 ad Number: 38-2E-9.02 C Road Name: Grizzly Peak ad Renovation: 0.38 mi 14 ft Subgrade 3 ft ditch T.S. Upd	late 04/15/10
0 Clearing and Grubbing: 0.0 acres	\$0.00
0 Excavation:	\$0.00
<pre>0 Drainage:</pre>	\$0.00
0 Renovation:	\$0.00
rfacing:	\$1,164.80
00 Geotextiles:	\$0.00
00 Slope Protection:	\$0.00
00 Soil Stabilization: 0.0 acres	\$0.00
00 Cattleguards:	\$0.00
00 RoadSide Brushing: 0.4 acres	\$124.86
00 Surface Treatment: 0.0 tons	\$0.00
00 Engineering: 0.00 sta	\$0.00
00 Minor Concrete:	\$0.00
00 Gabions:	\$0.00
00 Miscellaneous:	\$1,400.00
bilization: Const. \$524.73 Surf. \$884.95	\$1,409.68
arry Development:	\$3,300.32
Total:	\$7,399.66

Notes:

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.04 A1 Road Name: Shale City Sp Road Renovation: 0.37 mi 16 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.4 acres	\$124.86
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$24.36 Surf. \$0.00	\$24.36
Quarry Development:	\$0.00
Total:	\$149.21
MOCED.	

Notes

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.04 B Road Name: Shale City Sp Road Renovation: 0.30 mi 16 ft Subgrade 3 ft ditch T.S.	Update 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
<pre>400 Drainage:</pre>	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$93.64
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$18.27 Surf. \$0.00	\$18.27
Quarry Development:	\$0.00
Tot. Notes:	al: \$111.91
NOTES.	

Notes

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.06 Road Name: Road Renovation: 0.30 mi 14 ft Subgrade 3 ft ditch T.S. Update	· 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
<pre>400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf</pre>	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$93.64
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$18.27 Surf. \$0.00	\$18.27
Quarry Development:	\$0.00
Total:	\$111.91
Notes:	

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.08 Road Name: N. Grizzly Peak	
Road Renovation: 3.76 mi 16 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 3.6 acres	\$1,123.70
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$219.23 Surf. \$0.00	\$219.23
Quarry Development:	\$0.00
Total:	\$1,342.93

Notes:

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.09 Road Name:	
Road Renovation: 0.30 mi 12 ft Subgrade ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.3 acres	\$93.64
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$18.27 Surf. \$0.00	\$18.27
Quarry Development:	\$0.00
Total:	\$111.91
Notes:	

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.10 Road Name:	0.4.4.5.4.0
Road Renovation: 0.24 mi 14 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.2 acres	\$62.43
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$12.18 Surf. \$0.00	\$12.18
Quarry Development:	\$0.00
Total:	\$74.61

Notes:

T.S. Contract Name: Rio Rumble TS Sale Date: Nov. 2011 Road Number: 38-2E-9.10 New Road Name:	
Road Construction: 0.22 mi 14 ft Subgrade 3 ft ditch T.S. Upda	ate 04/15/10
200 Clearing and Grubbing: 1.0 acres	\$1,690.34
300 Excavation: 1,041 cy	\$4,387.97
400 Drainage:	\$800.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.8 acres	\$395.73
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 11.60 sta	\$336.28
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,484.72 Surf. \$0.00	\$1,484.72
Quarry Development:	\$0.00
Total:	\$9,095.05
Notes:	

Notes:

Form 5440-9 (December 2004)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

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

Nan	ne of Bidder
Trac	t Number
OR	110-TS12-03
Sale	Name
Rio	Rumble
Sale	Notice (dated)
11/2	23/2011
BLN	1 District
Med	dford

LUMP SUM SALE

	Sealed Bid for Sealed Bid Sale						X	Written Bid for Oral Auction Sale
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designation timber/vegetative resource on the tract specified above.								
Required bid deposited is \$8,700.00			and is e	nclos	osed in the form of \Box cash \Box money order \Box bank			
dra	aft		cashier's check		certified check	□ bid	l bon	and of corporate surety on approved list of the United States
Treasury								

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	852	х	=	х	=	
White fir	MBF	292	х	=	х	=	
Ponderosa pine	MBF	2	х	=	х	=	
TOTAL		1,146	х	=	х	=	
			х	=	х	=	
			х	=	х	=	
			х	=	х	=	
			х	=	х	=	
			х	=	Х	=	
			Х	=	х	=	
			х	=	Х	=	
			х	=	х	=	
			X	=	х	=	
			X	=	х	=	
			Х	=	Х	=	
			X	=	Х	=	
	TOTAL PURCHASE PRICE						

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

Bid submitted on (date)						
(Check appropriate box, sign in ink, and complete the following)						
Signature, if firm is individually owned	Name of firm (type or print)					
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)					
5.8	2 domeso dadress, mende 2.p esse (type of print)					
Communication arranged and but the state laws of	(To be completed following and hidding)					
Corporation organized under the state laws of	(To be completed following oral bidding)					
	I HEREBY confirm the above oral bid					
Signature of Authorized Corporate Signing Officer	By (signature)					
Title	Date					
Title	Date					
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed					
together with the required bid deposit made payable to the Department of the	envelope marked on the outside:					
Interior – BLM.	(1) "Bid for Timber"(2) Vegetative Resource Other Than Timber					
Oral Auction - Submit to Sales Supervisor prior to closing of qualifying	, , ,					
period for tract.	(4) Legal description					

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

INSTRUCTIONS TO BIDDERS

- 1. AUTHORITY Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.
- 2. QUALIFICATIONS OF BIDDERS A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.
- 3. INSPECTION OF TIMBER/VEGETATIVE RESOURCES Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.
- 5. *BIDS* Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.
- (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber/Vegetative Resource, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
- (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- 6. *BID FORMS* All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) *Timber Scale Sales* Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

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

10. PERFORMANCE BOND -

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

^{*}Applies to Timber Only

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