

P R O S P E C T U S

***SBA Set-Aside Sale

ASHLAND RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # OR110-TS12-04
December 22, 2011

#3 Rio Sag (5900), Jackson County, O&C, PD

BID DEPOSIT REQUIRED: **\$3,700.00**

All timber designated for cutting in SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 11; N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 13, E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 14, T. 37 S., R. 1 E.; NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 31, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 32, T. 37 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
8,354	626	1,435	Douglas-fir	757	\$47.70	\$36,108.90
218	12	31	White fir	16	**\$25.00	\$400.00
144	9	21	Ponderosa pine	11	**\$31.40	\$345.40
59	2	6	Incense-cedar	3	**\$36.50	\$109.50
8,775	649	1,493	TOTAL	787		\$36,963.80

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

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

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

CRUISE INFORMATION - The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. With respect to merchantable trees of all conifer species: the average tree is 12.2 inches DBHOB; the average gross merchantable log contains 42.5 bd. ft.; the total gross volume is approximately 902 M bd. ft; and 87% recovery is expected. (Average DF is 12.3 inches DBHOB; average gross merchantable log DF contains 42.5 bd. ft.)

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

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

CUTTING AREA – Twenty two (22) units (255 acres) to be partial cut.

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

ACCESS - Access to the sale area is available via existing BLM roads.

ROAD MAINTENANCE - BLM will maintain 13.82 miles of roads listed in Section 41(C)(1). The Purchaser will be required to pay a maintenance fee of \$ 4.70 per MBF or a total of \$3701.97 for the use of these roads.

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

EQUIPMENT REQUIREMENTS - LOGGING: A ground-based machine less than 9 feet wide, equipped with a winch, integral arch, and at least a 75 foot skidding line. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

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

CONTRACT TERMINATION - A Special Provision in the contract enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order, or protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. A BLM logging plan was prepared for the appraisal and is available for review.
3. In skyline cable yarding units, to maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, kept to a minimum number per landing, as operationally feasible, and width shall be kept as narrow as possible (max. 15 feet). Cable landings should be spaced one hundred fifty (150) feet apart where feasible.
4. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
5. Keys to obtain access may be obtained from the BLM. Contact John McNeel at 541-618-2370.
6. The purchaser must notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place in Units 13-2 and 13-3 between March 1 and September 30 so that BLM biologists can survey for spotted owls to protocol.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Medford near the BLM office and/or the Medford Airport, take Highway 62 (Crater Lake Hwy) north towards White City approximately six miles to Hwy 140. Turn right (east) on Hwy 140, go approximately 12 miles to Lake Creek Loop Rd, go approximately 1 mile to South Fork Little Butte Creek Rd, take South Fork

Little Butte Creek Rd approximately 1 mile to Lake Creek Rd. Turn right onto Lake Creek Rd (south) approximately 4 miles to BLM Rd 37-2E-7.1.

ENVIRONMENTAL ASSESSMENT - An Environmental Assessment (DOI-BLM-OR-M060-2011-0010-EA) was prepared for this project, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

































































































Seasonal Restriction Matrix

Sheet 1 of 1

Rio Sag Timber Sale

OR-110-TS12-04

	Restricted
	Operating Season

Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Ground-based yarding operations (Units 11-2, 11-4, 11-6, 13-2, 13-3, 13-6A, 13-6B, 13-6C, 13-6D, 13-8, 14-1, 29-1, 29-3, 29-6A, 29-6B, 29-6C, 29-6D, 29-6E) <i>Soils mitigation</i>																								
Hauling on all roads																								
Road construction/renovation																								
Falling and operation of power-driven equipment (Units 13-2, 13-3) { see 41(B)(7) <u>L-18a</u> for more detail. May be extended to September 30 if nesting } <i>Spotted owl</i>																								

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

- (A) AR-1 All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-2 All timber except approximately 8,775 trees marked for cutting heretofore by the Government with blue paint above and below stump height in all units as shown on Exhibit A.
- (C) IR-6 All previously dead and down woody debris greater than or equal to 16" diameter at the large end in all units as shown on Exhibit A.
- (D) IR-6 All hardwood trees sixteen inches (16) D.B.H.O.B and greater, and all snags sixteen (16) inches D.B.H.O.B and greater in all units as shown on Exhibit A.
- (E) IR-10 Genetically superior trees marked with orange paint and seed tree tags in the contract area. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- (F) IR-12 All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in all units as shown on Exhibit A.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

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

(B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of five (5) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of five (5) or more days.
- (2) L-4 All trees designated for cutting with blue paint above and below stump and not reserved shall be felled in all units as shown on Exhibit A.
- (3) L-6M All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A.
- (4) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

Designated Area	Yarding Requirements or Limitations
<p>TRACTOR YARD</p> <p>Units 11-2, 11-4, 11-6, 13-2, 13-3, 13-6A, 13-6B, 13-6C, 13-6D, 13-8, 14-1, 29-1, 29-3, 29-6A, 29-6B, 29-6C, 29-6D, 29-6E</p>	<p>All ground-based yarding systems shall be approved by the Authorized Officer.</p> <p>Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes.</p> <p>Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer. Skid road locations will be approved prior to felling of timber to be yarded over that skid trail and trees shall be felled to the lead. The location of the tractor skid roads must be clearly designated on the ground and spaced at approximately one hundred fifty (150) foot intervals where feasible. Existing skid roads will be utilized where possible. Ground based yarding systems shall be limited to slopes thirty-five (35) percent or less except as approved by the Authorized Officer. Disturbance to natural openings/meadows within tractor units shall be kept to a minimum. No yarding will be allowed up or down draw bottoms. Skid trails shall avoid areas with high water tables.</p> <p>If a mechanized harvester is used, it must be capable of reaching at least twenty (20) feet laterally and would not be restricted to the designated skid trails. To minimize soil disturbance the lateral capability of the harvester must be utilized as much as is practical. Operations using a harvester-forwarder shall be limited to operating on soil moisture conditions of less than 15% by weight at three inches as determined by the Authorized Officer.</p> <p>Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least one hundred fifty (150) feet.</p> <p>Landing size shall not exceed one-quarter (1/4) acre. Front end loaders shall not be used in units or on landings.</p> <p>Tractor yarding or harvester-forwarder operations would be allowed on a minimum of twenty-four (24) inches of snow. No logging would be allowed once the snow depth deteriorates below eighteen (18) inches. Skid trail spacing and soil moisture requirements would be waived if tractor yarding on snow occurs. The above conditions must be approved by the Authorized Officer.</p> <p>Front end loaders shall not be used in units or on landings.</p>

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

Designated Area	Yarding Requirements or Limitations
CABLE YARD Units 11-3, 13-1A, 13-6E, 32-1	<p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.</p> <p>The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding.</p> <p>Hand waterbars would be constructed on cable corridors that are gouged or likely to channel water, as directed by the Authorized Officer.</p> <p>To maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, and kept to a minimum number per landing, as operationally feasible, or as directed by the Authorized Officer.</p> <p>Corridors will be kept as narrow as possible (maximum fifteen feet), and landings will be no closer than 150 feet apart, as operationally feasible.</p> <p>Prior to falling any timber in a cable yard unit, corridors and tail/lift trees and/or intermediate support trees must be identified and flagged by the Purchaser and approved by the Authorized Officer.</p> <p>No yarding will be allowed up or down draw bottoms and no yarding corridors will be allowed in riparian reserves, except as permitted by the Authorized Officer.</p> <p>Trees shall be felled to the lead in respect to the yarding corridor.</p> <p>Front end loaders shall not be used in units or on landings, except as permitted by the Authorized Officer.</p>

- (5) L-9 No yarding or loading is permitted in or through the reserve area as shown on Exhibit A, except as approved by the Authorized Officer.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (6) L-11 No landing shall be located within one hundred eighty (180) feet of any stream as shown on Exhibit A.
- (7) L-18a No felling or power-driven equipment operations within Units 13-2 and 13-3 shall be conducted between March 1 and June 30 (both days inclusive), or until two weeks after the fledging period (which may be extended to September 30). This restriction will not apply if it can be shown from spotted owl surveys conducted in accordance with accepted standards that spotted owl nesting and/or fledging activities are not occurring during the year of harvest.
- (8) L-18 Burning is not permitted within 0.25 miles of spotted owl sites from March 1 through June 30, or until two weeks after the fledging period, unless substantial smoke will not drift into the nest patch
- (9) L-18 No road/operator spur construction, or renovation of roads between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions as directed by the Authorized Officer.
- (10) L-18 No hauling 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.
- (11) L-18 No ground-based operations or operator spur constructions/use shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction may be waived during dry soil conditions as approved by the Authorized Officer.
- (12) L-21 The Purchaser shall provide sufficient warning signs to control traffic on all roads where they pass through the contract area whenever harvest operations are adjacent to these roads and the harvest operations could create a hazard to the public.
- (13) L-24 Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (14) L-27 In all units shown on Exhibit A, all trees designated for cutting shall be felled away from unit boundaries, property lines, fences, streams, draw bottoms, seed trees, and administrative reserves.
- (15) L-33 In accordance with the requirements of Section 8 of contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area, which is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, obstructing ground based equipment skid roads, is severely damaged from the normal conduct of felling or yarding operations, or to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 40 of the contract are not included in the authorization.
 - b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by yellow flagging so that that stump can be visually located from a distance of not less than 100 feet.
 - c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
 - d) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
 - e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) failed to properly mark any stump with the "X" cut.
 - (2) failed to identify the location of any stump.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

(C) Road Construction - Maintenance - Use

- (1) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance obligations described in Section 41(C)(2). 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
37-1E-13.00	1.32	BLM	ASC
37-1E-13.02	0.17	BLM	ASC
37-1E-13.03	0.65	BLM	ASC
37-2E-7.01	2.78	BLM	ASC
37-2E-7.02	4.51	BLM	ASC
37-2E-29.00	0.93	BLM	ASC
37-2E-29.01 A1-A2	1.09	BLM	ASC
37-2E-29.03	1.43	BLM	ASC
37-2E-29.05	0.39	BLM	ASC
37-2E-29.07	0.55	BLM	ASC
Total	13.82		

- (2) RC-2c The Purchaser shall pay the Government a road maintenance obligation in the amount of Three Thousand Seven Hundred One and 97/100 dollars (\$3701.97) 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)(1).

The above road maintenance amount is for use of 13.82 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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (3) RC-2d The Purchaser shall be authorized to use other roads not included in Section 41(C)(1) 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)(2) of this contract shall be amended to include adjustments of fee obligations.

- (4) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (5) 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.
- (6) 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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

(D) Environmental Protection

- (1) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall:
 - (a) Abate dust created from hauling in accordance with Exhibit D.
 - (b) A short temporary logging spur/landing in Unit 11-3 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) 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.
 - (d) Scarify and contour landings to provide for adequate drainage. Bare soil due to landing construction/renovation would be protected and stabilized prior to fall rains to reduce soil erosion and sediment potential. Straw mulch and seed exposed earth on temporary logging spurs and tractor landings with certified weed free straw and seed mixture as directed and approved by the Authorized Officer. Selected landings may be left "as is" where natural rock occurs or where vegetation/topography prevents movement of sediment, as determined by the Authorized Officer. The seed mix and straw shall be provided by the purchaser from an approved commercial source, or may be provided by the BLM if the purchaser is unable to locate and buy the certified seed and straw. The purchaser shall reimburse the government for the cost of seed and straw if provided by the government.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

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

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

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

The Purchaser shall mix grass seed in the following proportions:

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

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (2) E-1 In addition to requirement set forth in Sec. 25 of this contract, the Purchaser shall remove all slash and debris from roadways, ditchlines, catchbasins, and landings concurrently with yarding, or as directed by the Authorized Officer.
- (3) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area. Such plans must comply with the State of Oregon DEQ OAR 340-142, *Oil and Hazardous Materials Emergency Response Requirements*.
- (4) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within three hundred (300) feet of any stream or wet areas as shown on Exhibit A. All petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Waste diesel, oil, hydraulic fluid and other hazardous materials and contaminated soil would be removed from the site and disposed of in accordance with DEQ regulations. Areas that have been saturated with toxic materials would be excavated to a depth of 12 inches beyond the contaminated material or as required by DEQ. Hydraulic fluid and fuel lines on heavy mechanized equipment must be in proper working condition in order to avoid leakage.
- (5) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall implement the following noxious weed control measures shall be implemented by the purchaser:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging construction, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only logging and construction equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of logging and construction equipment as described above shall be treated the same as the initial move-in.
 - (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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (e) Logging and construction equipment would be visually inspected by the Authorized officer to verify that the equipment has been reasonably cleaned.
- (6) E-2 The water bars to be constructed as required by Sec. 25(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
- (7) E-3 If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer
- (8) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (2) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

- (5) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

RIO SAG TIMBER SALE SPECIAL PROVISIONS

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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.

- (9) E-6 The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place in Units 13-2 or 13-3 between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether spotted owls are nesting within 0.25 miles of the harvest units. If it is determined that spotted owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations in writing. Without this written approval, such operations are prohibited from March 1 through September 30 of each year.

(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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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 \$590.25. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$590.25 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the National Cubic Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

- (2) M-5 The Purchaser shall, without expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, County and municipal laws, codes, regulations, and administrative rules applicable to the performance of this contract. The Purchaser shall also be responsible for all damages to any persons or property that arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.

(F) Fire Prevention and Control

- (1) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
- (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - (1) F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.

- (7) F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- (8) F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.
- (9) F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser, and shall be kept free of flammable material.

(G) Slash Disposal and Site Preparation

- (1) SD-4 Logging Residue Reduction. In addition to the requirements of Sect.15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract:

- (a) Prior to commencement of any operation under this section of the contract, a slash disposal and site preparation pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at this pre-work conference.
- (b) Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.
- (c) Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.
- (d) SD-1h HANDPILE Handpile all slash as directed by the Authorized Officer in accordance with the following specifications:
 - 1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
 - 2. Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds three (3) feet in length.
 - 3. A six (6) foot by six (6) foot sheet of 4 mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third ($\frac{1}{3}$) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than four (4) feet and no greater

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs, stumps, talus slopes, roadways, drainage ditches, within ten feet of reserve trees, within 25 feet of designated wildlife trees and within ten feet of any other pile or unit boundary. No portion of the pile will be under the crown of any living conifer tree.

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

1. Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.

- (f) SD-1j LANDING SLASH In all units as shown in the Exhibit A, pile all slash located within fifty (50) feet on each side of each landing. Slash shall be piled by a grapple loader. Finished piles shall be tight and free of earth.

1. A ten (10) foot by ten (10) foot cover of six (6) mil black plastic shall cap each hand pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.

- (2) SD-5 Perform logging residue reduction and site preparation work on approximately 10 acres of harvest area as directed by the Authorized Officer.

- (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Handpile and Cover – L1	\$324.00
Burn Handpile – Level 1	\$24.00

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

Treatment/Level	Cost Per Acre	Number of Acres	Total Cost Per Treatment Type
Hand pile and cover L1	\$324.00	10	\$3,240.00
Hand Pile Burn L1	\$24.00	10	\$240.00
Total Appraised Cost			\$3,480.00

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

2. Piles will be burned in the fall/winter season after one or more inches of precipitation has occurred to reduce the potential for fire spread and scorch and mortality to the residual trees and shrubs. Patrol and mop-up of burning piles will occur when needed to prevent escape. The timing of prescribed burns depends on these parameters and the availability of adequate fire suppression resources as a contingency plan in the event of escaped fire.
3. For Igniting and Burning Piles in Units as directed by the Authorized Officer and All Landings
 - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative. One (1) person shall meet the qualifications and fitness standards for Crew Boss (Single Resource) (CRWB) as shown on Exhibit S-310-1.
 - b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member. Crew members shall meet the qualifications and fitness standards for Firefighter (FFT2) as shown on Exhibit S-310-1. Crew Foreman shall meet the qualifications and fitness standards for Advanced Firefighter/Squad Boss (FFT1) as shown on Exhibit S-310-1.
 - c. Two (2) tank truck drivers. One (1) person assigned to each tank truck shall meet the qualifications and fitness 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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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.

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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

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

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

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

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

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

RIO SAG TIMBER SALE
SPECIAL PROVISIONS

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.

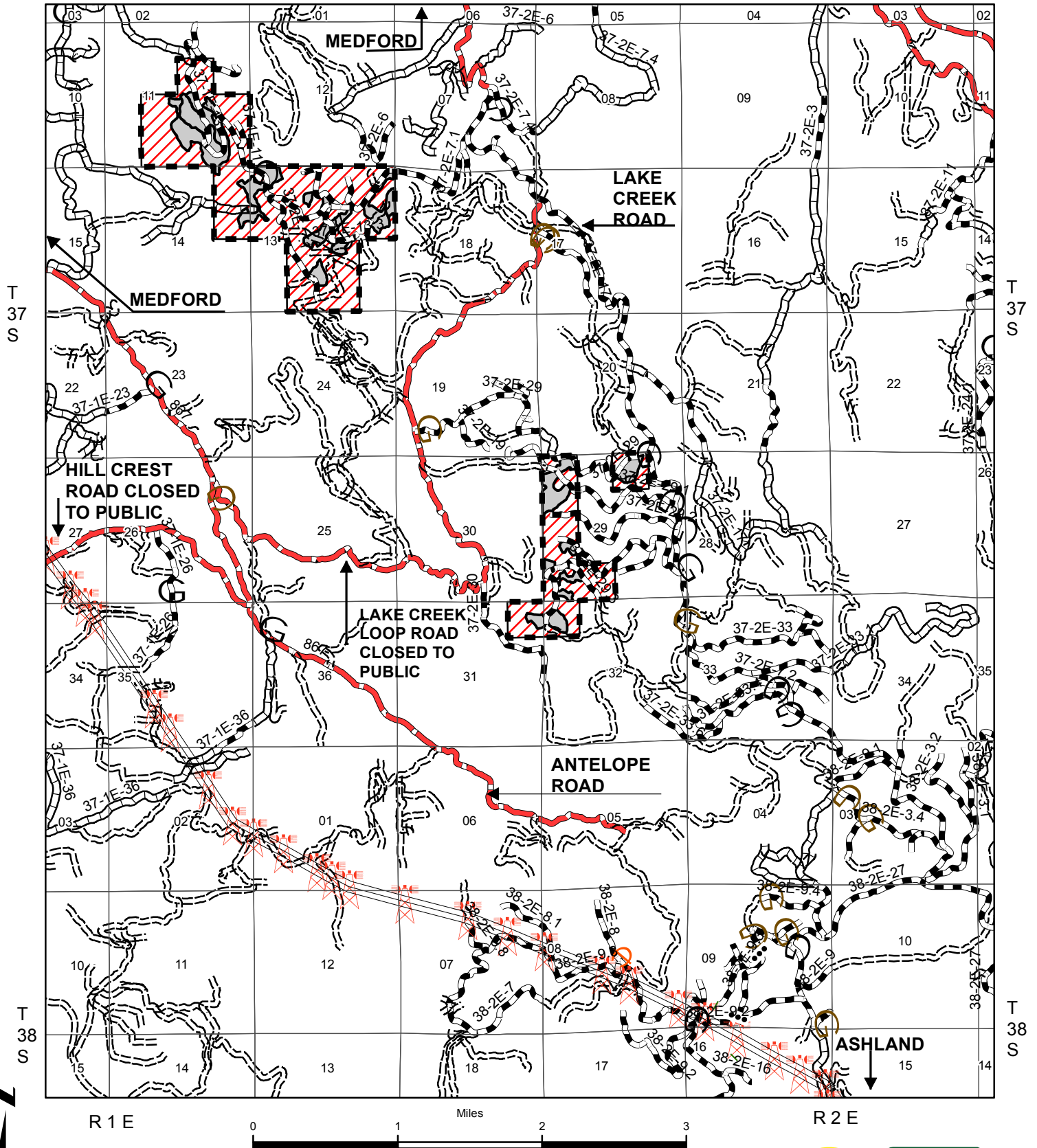
In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

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 SAG TIMBER SALE LOCATION MAP OR-110-TS12-04



Legend

- Contract Boundary
- Harvest Units
- Reserve Area



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

TRACTOR YARD HARVEST UNITS

UNITS BLUE MARKED FOR CUTTING

11-2, 11-4, 11-6, 13-2, 13-3, 13-6A, 13-6B
 13-6C, 13-6D, 13-8, 14-1, 29-1, 29-3, 29-6A,
 29-6B, 29-6C, 29-6D, 29-6E.....169.00 AC.

CABLE YARD HARVEST UNITS

UNITS BLUE MARKED FOR CUTTING

11-3, 13-1A, 13-6E, 32-1.....86.00 AC.

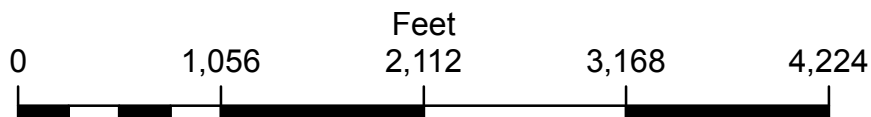
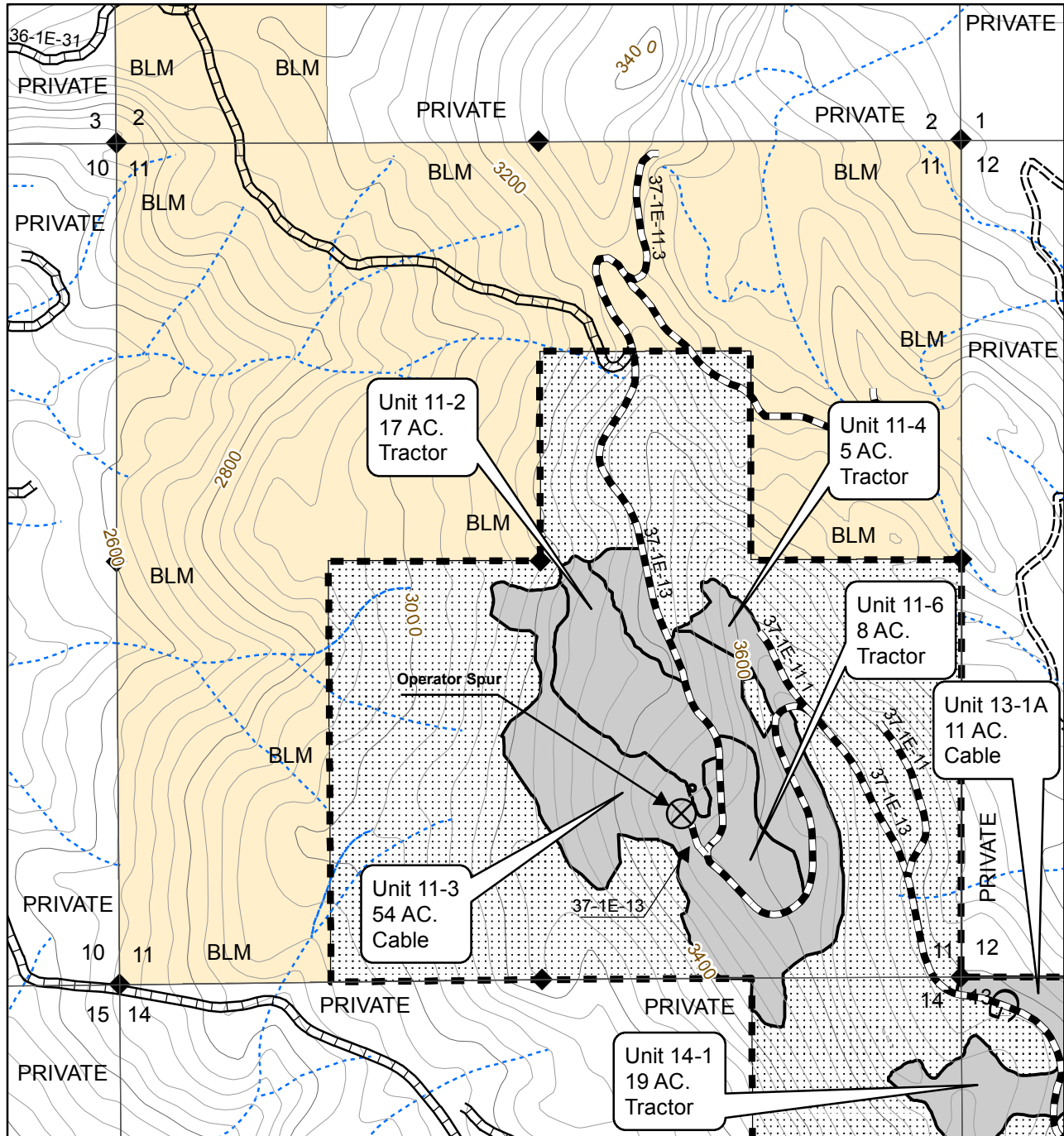
TOTAL.....255.00 AC.

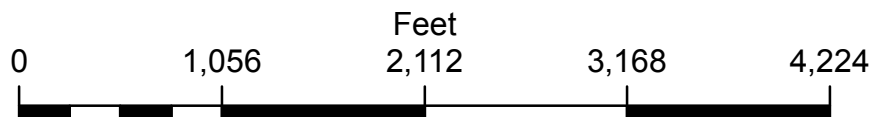
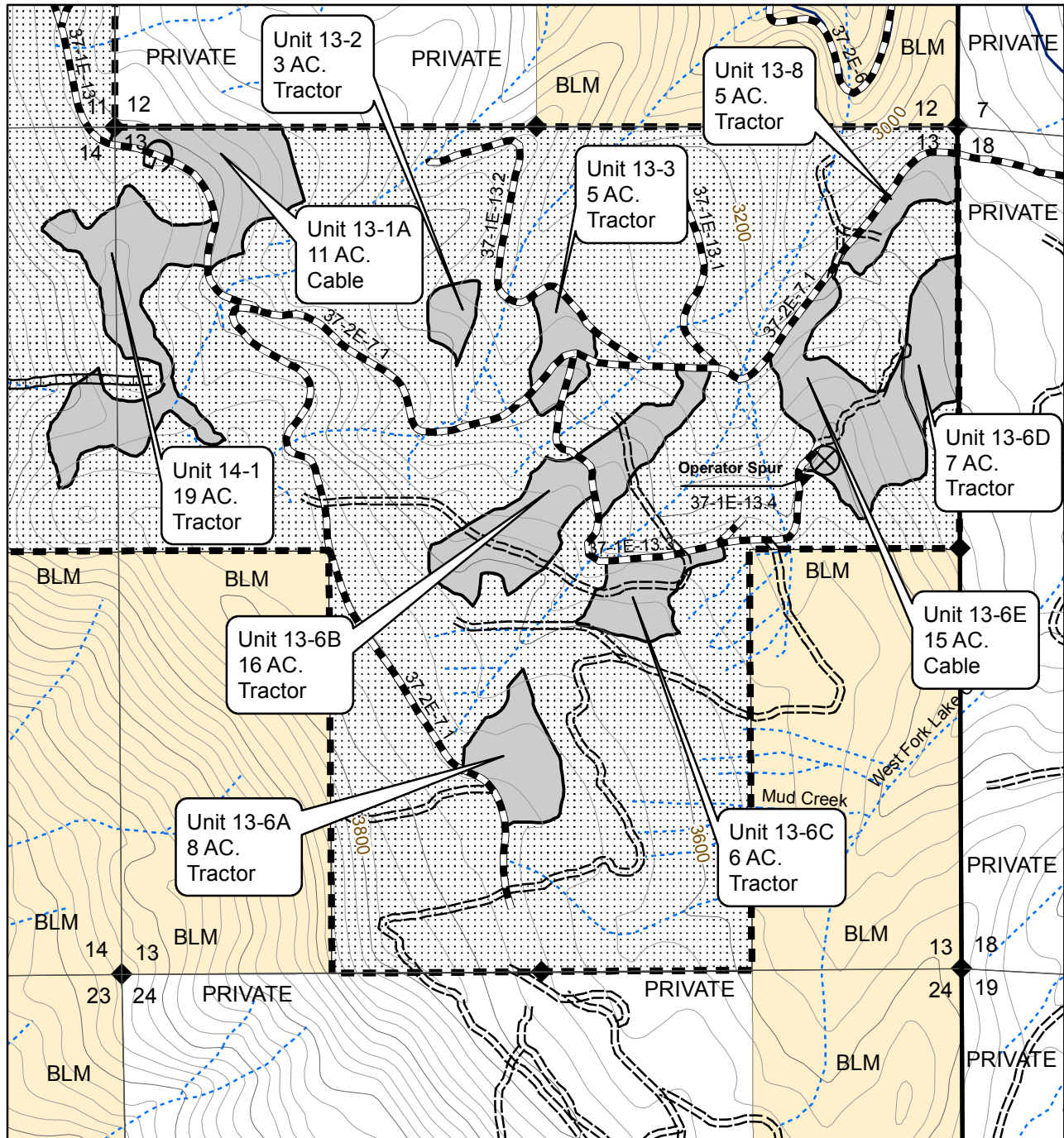
RESERVE AREA.....905.00 AC.

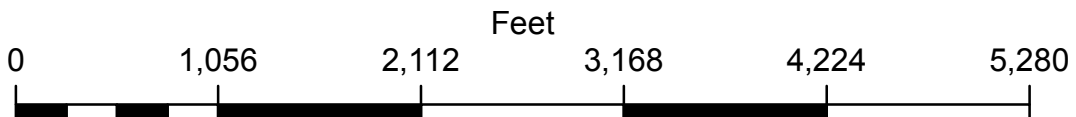
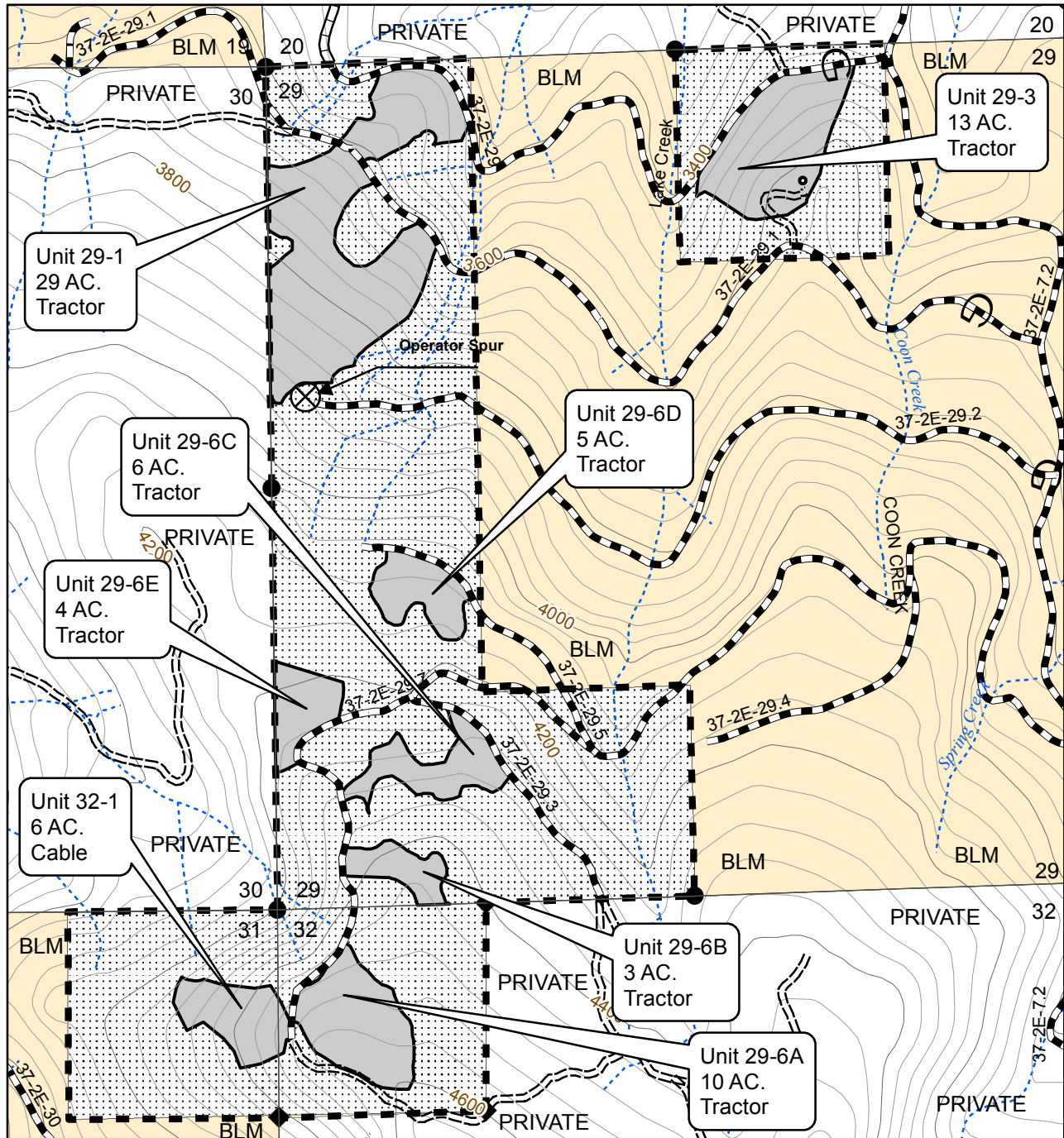
TOTAL CONTRACT AREA.....1,160.00 AC.

U.S.D.I. BLM MEDFORD DISTRICT SALE
 RIO SAG TIMBER SALE
 T.37S., R.1E. SEC. 11, 13, 14
 T.37S., R.2E. SEC. 29, 31, 32

TIMBER SALE CONTRACT MAP
 CONTRACT NO. OR-110-TS12-04
 EXHIBIT A
 PAGE 2 OF 4









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

District : Medford	Contract # : TS 12-04
Sale Name : RioSag	Job File # : M11275
Sale Date : 09/15/2011	Master Unit : Jackson
Appraisal Method : 16' MBF	Planning Unit : Ashland

Contents

Exhibit B	2
-----------	---

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

Medford
RioSag
TS 12-04

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	757		
White Fir	15		
Ponderosa Pine	13		
Incense-cedar	2		
Sale Totals	787		

Unit Details (16' MB)

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

Species	Net Volume	Bid Price	Species Value
Douglas-fir	76		
Ponderosa Pine	1		
Unit Totals	77		

Unit 11-3 54 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	161		
Ponderosa Pine	1		
Unit Totals	162		

Unit 11-4 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	7		
Unit Totals	7		

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

Medford
RioSag
TS 12-04

Unit 11-6 8 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	32		
Unit Totals	32		

Unit 13-1A 11 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	18		
Unit Totals	18		

Unit 13-2 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	8		
Unit Totals	8		

Unit 13-3 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	6		
Unit Totals	6		

Unit 13-6A 8 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	21		
Ponderosa Pine	4		
Unit Totals	25		

Unit 13-6B 16 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	31		
Ponderosa Pine	1		
Unit Totals	32		

Unit 13-6C 6 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	11		
Unit Totals	11		

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

Medford
RioSag
TS 12-04

Unit 13-6D 7 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	12		
Unit Totals	12		

Unit 13-6E 15 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	23		
Unit Totals	23		

Unit 13-8 5 Acres Value per Acre : \$0.00

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

Unit 14-1 19 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	71		
Ponderosa Pine	3		
Unit Totals	74		

Unit 29-1 29 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	41		
Incense-cedar	1		
Unit Totals	42		

Unit 29-3 13 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	28		
Unit Totals	28		

Unit 29-6A 10 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	64		
White Fir	1		
Unit Totals	65		

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

Medford
RioSag
TS 12-04

Unit 29-6B 3 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	14		
White Fir	3		
Unit Totals	17		

Unit 29-6C 6 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	24		
White Fir	5		
Unit Totals	29		

Unit 29-6D 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	22		
White Fir	4		
Unit Totals	26		

Unit 29-6E 4 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	17		
Incense-cedar	1		
Ponderosa Pine	2		
Unit Totals	20		

Unit 32-1 6 Acres Value per Acre : \$0.00

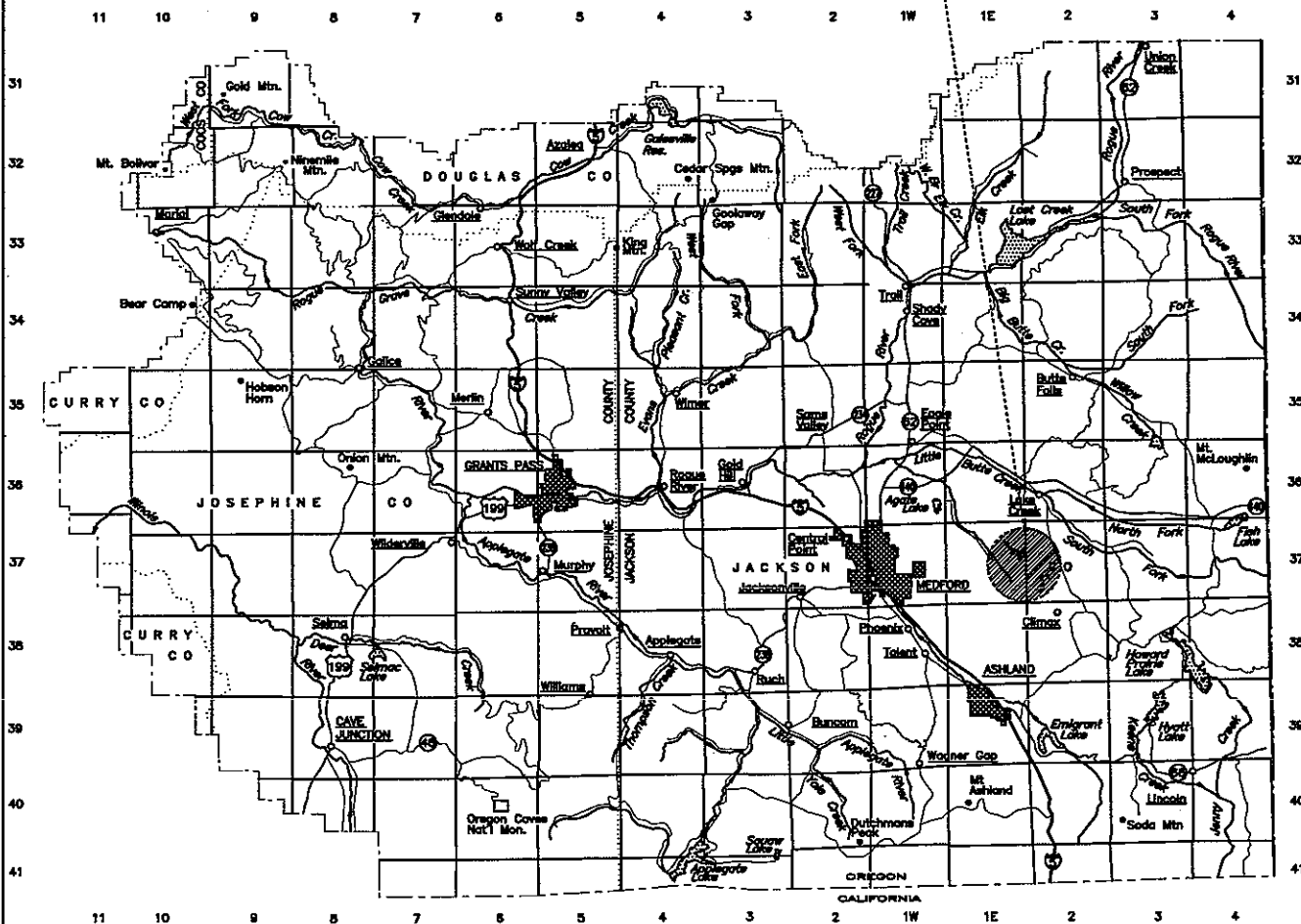
Species	Net Volume	Bid Price	Species Value
Douglas-fir	60		
Ponderosa Pine	1		
White Fir	2		
Unit Totals	63		

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT
RIO SAG TIMBER SALE
TRACT NO. 12-04

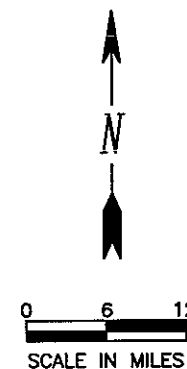
EXHIBIT D-1
SHEET 1 OF 1

PROJECT LOCATION

Exhibit No.	Description
D 1	TITLE SHEET
D 2	ROAD MAINTENANCE SPECIFICATIONS
D 3	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 <i>John W. Nelson</i>		
	REVIEWED <i>John W. Nelson</i>		
	APPROVED <i>John W. Nelson</i>		
	DRAWN BY JWR	SCALE AS SHOWN	
	DATE JULY 2011	SHEET 1 OF 1	
	DRAWING NO. OR-11-91134-1		

**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

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

OPERATIONAL MAINTENANCE - 3100

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

3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

3104b - The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

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

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

3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement.

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

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

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

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.
- 3108a - The Purchaser shall perform logging operations on gravel bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

- 3201 - The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.
- 3202 - The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200, on all roads maintained by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.
- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road(s) located in an area separate from the area where logging activities will resume.
- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

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

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

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.
- 3402 - The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

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

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

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
37-1E-13.00	0.00	1.32
37-1E-13.02	0.00	0.17
37-1E-13.03	0.00	0.65
37-2E-7.01	0.00	2.78
37-2E-7.02	0.00	4.51
37-2E-29.00	0.00	0.93
37-2E-29.01 A1-A2	0.00	1.09
37-2E-29.03	0.00	1.43
37-2E-29.05	0.00	0.39
37-2E-29.07	0.00	0.55

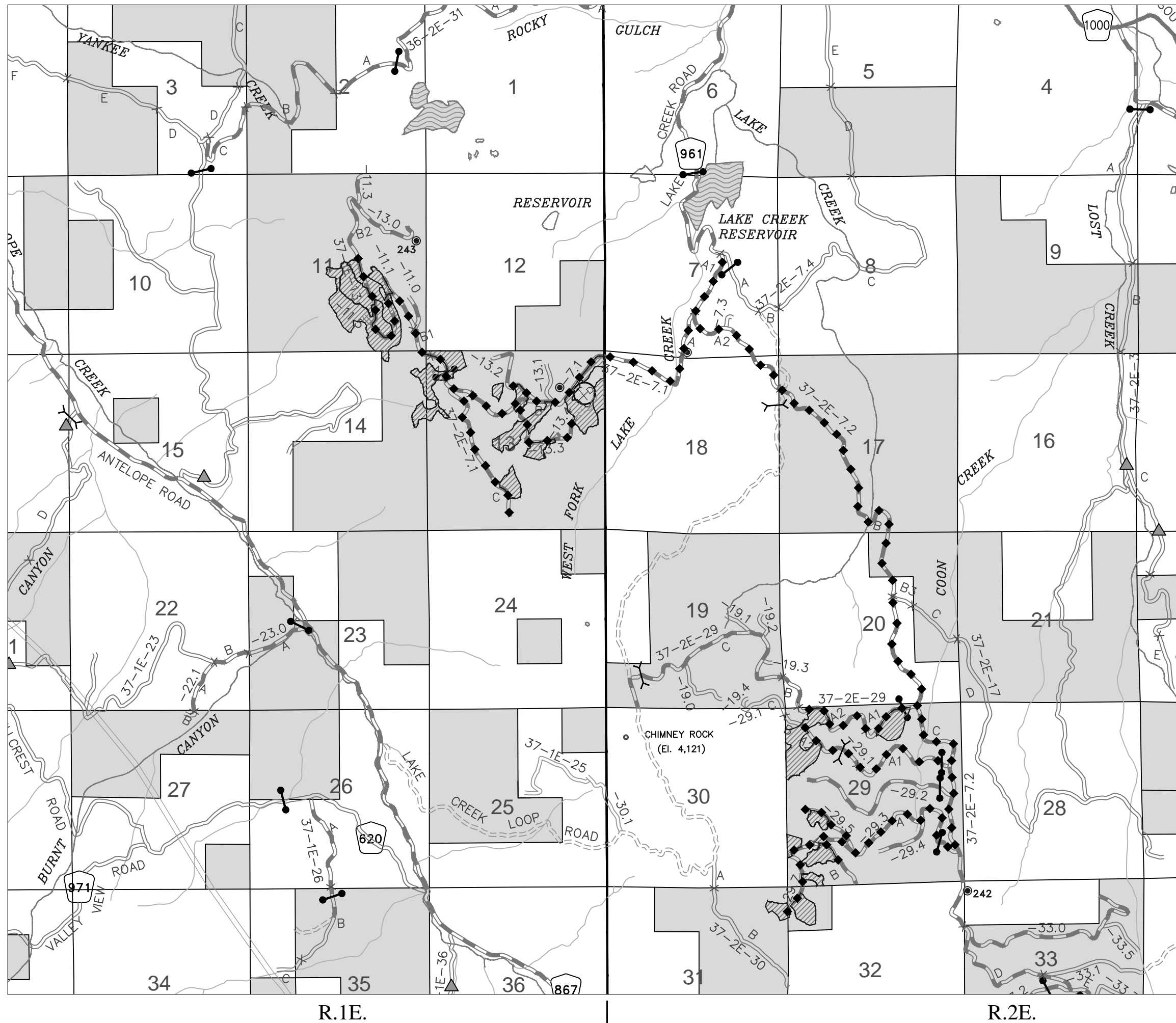
During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering, based on equipment rental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

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

Road No.	From M.P./STA	To M.P./STA
37-1E-13.00	0.00	1.32
37-1E-13.02	0.00	0.17
37-1E-13.03	0.00	0.65
37-2E-7.01	0.00	2.78
37-2E-7.02	0.00	4.51
37-2E-29.00	0.00	0.93
37-2E-29.01 A1-A2	0.00	1.09
37-2E-29.03	0.00	1.43
37-2E-29.05	0.00	0.39
37-2E-29.07	0.00	0.55

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

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



RIO SAG TIMBER SALE
ROAD LOCATION MAP
EXHIBIT D-3; PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT

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

EXISTING GATE
 EXISTING BARRICADE
 PUMP CHANCE

ROAD PROJECTS

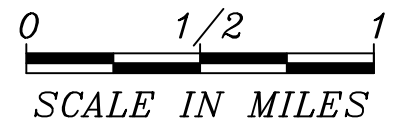
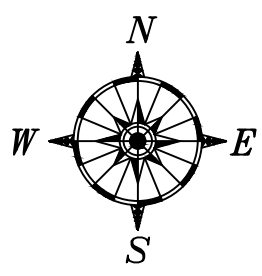
EXISTING ROAD
 EXISTING PAVED ROAD
 EXISTING PRIMITIVE ROAD
 OPERATOR MAINTENANCE
 BLM MAINTENANCE

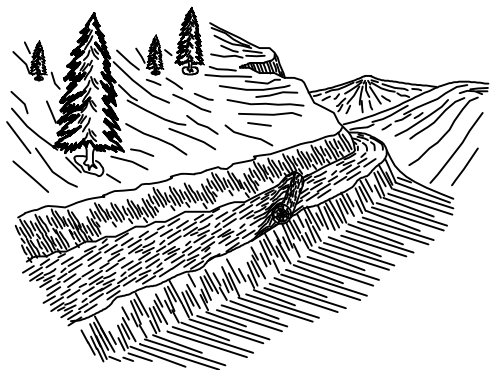
BLM LAND
 TS UNITS

T.37S.

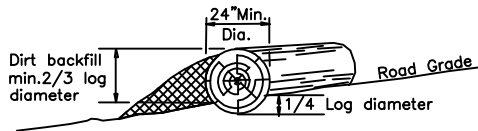
R.1E.

R.2E.

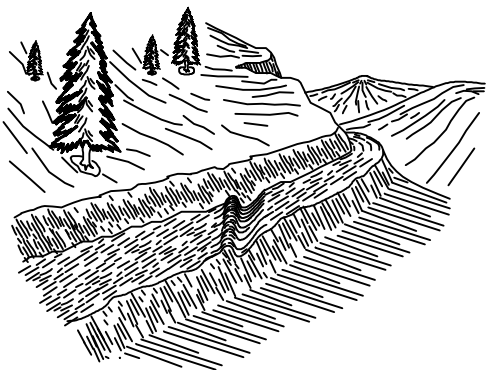




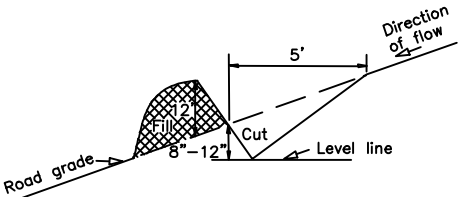
LOG BARRICADE



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

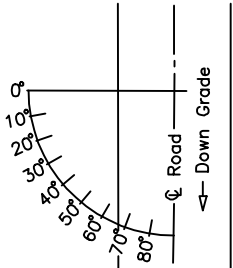


WATER BAR



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

SKEW DIAGRAM



WATER BAR SPACING *

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

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

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

**DRAINAGE & EROSION
CONTROL INSTALLATION**

DESIGNED BLM
REVIEWED _____
APPROVED _____

DRAWN DCM SCALE NONE
DATE October 2009 SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-8



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

District : Medford	Contract # : TS 12-04
Sale Name : Rio Sag	Job File # : M11275
Sale Date : 12/22/2011	Master Unit : Jackson
Appraisal Method : 16' MBF	Planning Unit : Ashland

Contents

Timber Sale Summary	2
Stumpage Summary	4
Prospectus	5
Volume Summary	7
Stump to Truck Costs	11
Other Allowances Costs	12
Consolidated Comments	13

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

Medford
Rio Sag
TS 12-04

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	37S	1E	11	SW1/4 NE1/4, E/12 SW1/4, SE1/4.
O&C	37S	1E	13	N1/2, E1/2 SW1/4, W1/2 SE1/4.
PD	37S	1E	14	E1/2 NE1/4.
O&C	37S	2E	29	NW1/4 NE1/4, W1/2 NW1/4, W1/2 SW1/4, SE1/4 SW1/4.
O&C	37S	2E	31	NE1/4 NE1/4.
PD	37S	2E	32	NW1/4 NW1/4.

Cutting Volume (16' MBF)

Unit	DF	WF	PP	IC						Total	Regen	Partial	ROW
11-2	76		1							77	0	17	0
11-3	161		1							162	0	54	0
11-4	7									7	0	5	0
11-6	32									32	0	8	0
13-1A	18									18	0	11	0
13-2	8									8	0	3	0
13-3	6									6	0	5	0
13-6A	21		4							25	0	8	0
13-6B	31									31	0	16	0
13-6C	11									11	0	6	0
13-6D	12									12	0	7	0
13-6E	23									23	0	15	0
13-8	10									10	0	5	0
14-1	71		2							73	0	19	0
29-1	41			2						43	0	29	0
29-3	28									28	0	13	0
29-6A	64	1								65	0	10	0
29-6B	14	3								17	0	3	0
29-6C	24	5								29	0	6	0
29-6D	22	4								26	0	5	0
29-6E	17		2	1						20	0	4	0
32-1	60	3	1							64	0	6	0
Totals	757	16	11	3						787	0	255	0

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

Medford
Rio Sag
TS 12-04

Logging Costs per 16' MBF

Stump to Truck	\$	201.32
Transportation	\$	90.76
Road Construction	\$	0.00
Road Amortization	\$	0.00
Road Maintenance	\$	9.18

Other Allowances :

Fuels Treatment	\$ 4.57
Misc	\$ 4.02
Other Costs	\$ 9.73
Total Other Allowances :	\$ 18.32

Total Logging Costs per 16' MBF

\$ 319.59

Utilization Centers

Center #1 : Rough& Ready Lumber	84 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	84

Length of Contract

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

Profit & Risk

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

Tract Features

Avg Log	Douglas-fir : 43 bf	All : 43 bf
Recovery	Douglas-fir : 87 %	All : 87 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		3
Avg Yarding Slope		25 %
Avg Yarding Distance (feet)		450
Avg Age		125
Volume Cable		34 %
Volume Ground		66 %
Volume Aerial		0 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		0.00
Road Decommission Stations		0.00

Cruise

Cruised By	G. Rentz, A. Worman, C. Parks
Date	03/01/2011
Type of Cruise	100%
County, State	Jackson, OR

Net Volume

Green (16' MBF)	787
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$590.25

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Rio Sag
TS 12-04

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	8,354	757	\$ 394.98	\$ 27.65	\$ 319.59			\$ 47.70	\$ 36,108.90
WF	218	16	\$ 250.13	\$ 17.51	\$ 319.59			\$ 25.00	\$ 400.00
PP	144	11	\$ 313.53	\$ 21.95	\$ 319.59			\$ 31.40	\$ 345.40
IC	59	3	\$ 365.35	\$ 25.57	\$ 319.59			\$ 36.50	\$ 109.50
Totals	8,775	787							\$ 36,963.80

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				23.0	54.0	23.0
Ponderosa Pine				4.0	74.0	22.0
Incense-cedar					22.0	78.0
White Fir				17.0	58.0	25.0

Marginal Log Volume

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

Appraised By : Parks, Corey

Date : 10/05/2011

Area Approval By : Worman, Aaron

Date : 10/05/2011

District Approval By :

Date :

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

Medford
Rio Sag
TS 12-04

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	8,354	757	626	1,435
White Fir	218	16	12	31
Ponderosa Pine	144	11	9	21
Incense-cedar	59	3	2	6
Total	8,775	787	649	1,493

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
902	8,775	102	12.2	844	19,858	42

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
19,858	1,058	20,916	2	787	902	87 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
869	8,354	104	12.3	812	19,084	42

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
19,084	1,000	20,084	2	757	869	87 %

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Rio Sag
TS 12-04

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
11-2		17		17
11-3		54		54
11-4		5		5
11-6		8		8
13-1A		11		11
13-2		3		3
13-3		5		5
13-6A		8		8
13-6B		16		16
13-6C		6		6
13-6D		7		7
13-6E		15		15
13-8		5		5
14-1		19		19
29-1		29		29
29-3		13		13
29-6A		10		10
29-6B		3		3
29-6C		6		6
29-6D		5		5
29-6E		4		4
32-1		6		6
Totals :		255		255

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

Medford
Rio Sag
TS 12-04

Sale Volume Totals

255 Acres 0 Regen 255 Partial 0 R/W 22 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	8,354	19,084	1,000	757	812	869	626	669	716	1,435	1,544	1,650
White Fir	218	408	27	16	17	17	12	13	14	31	32	34
Ponderosa Pine	144	278	28	11	12	13	9	10	10	21	22	24
Incense-cedar	59	88	3	3	3	3	2	2	2	6	6	6
Totals	8,775	19,858	1,058	787	844	902	649	694	742	1,493	1,604	1,714

Unit Totals

Unit : 11-2 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	866	2,021	113	87	82	76
Ponderosa Pine	8	17	3	1	1	1
Unit Totals	874	2,038	116	88	83	77

Unit : 11-3 54 Acres 0 Regen 54 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,258	5,042	180	183	172	161
Ponderosa Pine	39	56	3	2	1	1
Unit Totals	2,297	5,098	183	185	173	162

Unit : 11-4 5 Acres 0 Regen 5 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	104	189	18	8	7	7
Unit Totals	104	189	18	8	7	7

Unit : 11-6 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	236	665	45	39	35	32
Unit Totals	236	665	45	39	35	32

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

Medford
Rio Sag
TS 12-04

Unit : 13-1A 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	325	634	44	21	19	18
Unit Totals	325	634	44	21	19	18

Unit : 13-2 3 Acres 0 Regen 3 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	94	241	18	9	8	8
Unit Totals	94	241	18	9	8	8

Unit : 13-3 5 Acres 0 Regen 5 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	103	204	15	7	7	6
Unit Totals	103	204	15	7	7	6

Unit : 13-6A 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	279	593	20	24	23	21
Ponderosa Pine	37	76	6	4	5	4
Unit Totals	316	669	26	28	28	25

Unit : 13-6B 16 Acres 0 Regen 16 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	597	1,109	33	34	33	31
Unit Totals	597	1,109	33	34	33	31

Unit : 13-6C 6 Acres 0 Regen 6 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	200	401	16	12	11	11
Unit Totals	200	401	16	12	11	11

Unit : 13-6D 7 Acres 0 Regen 7 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	240	439	18	13	13	12
Unit Totals	240	439	18	13	13	12

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

Medford
Rio Sag
TS 12-04

Unit : 13-6E 15 Acres 0 Regen 15 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	537	965	12	25	25	23
Unit Totals	537	965	12	25	25	23

Unit : 13-8 5 Acres 0 Regen 5 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	154	299	2	10	10	10
Unit Totals	154	299	2	10	10	10

Unit : 14-1 19 Acres 0 Regen 19 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	589	1,499	48	79	76	71
Ponderosa Pine	43	83	11	2	2	2
Unit Totals	632	1,582	59	81	78	73

Unit : 29-1 29 Acres 0 Regen 29 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	623	1,274	57	46	44	41
Incense-cedar	44	61	1	2	2	2
Unit Totals	667	1,335	58	48	46	43

Unit : 29-3 13 Acres 0 Regen 13 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	425	938	18	31	30	28
Unit Totals	425	938	18	31	30	28

Unit : 29-6A 10 Acres 0 Regen 10 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	131	602	90	79	69	64
White Fir	18	34	2	1	1	1
Unit Totals	149	636	92	80	70	65

Unit : 29-6B 3 Acres 0 Regen 3 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	84	251	31	17	16	14

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

Medford
Rio Sag
TS 12-04

White Fir	38	73	6	3	3	3
Unit Totals	122	324	37	20	19	17

Unit : 29-6C 6 Acres 0 Regen 6 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	78	282	63	30	26	24
White Fir	91	151	11	6	6	5
Unit Totals	169	433	74	36	32	29

Unit : 29-6D 5 Acres 0 Regen 5 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	88	268	63	27	23	22
White Fir	57	112	5	5	5	4
Unit Totals	145	380	68	32	28	26

Unit : 29-6E 4 Acres 0 Regen 4 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	83	233	43	21	19	17
Ponderosa Pine	9	21	2	2	2	2
Incense-cedar	15	27	2	1	1	1
Unit Totals	107	281	47	24	22	20

Unit : 32-1 6 Acres 0 Regen 6 Partial 0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	260	935	53	67	64	60
White Fir	14	38	3	2	2	3
Ponderosa Pine	8	25	3	2	1	1
Unit Totals	282	998	59	71	67	64

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

Medford
Rio Sag
TS 12-04

Stump to Truck Costs

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$ 158,441.14	787	\$ 201.32

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Med Twr=40-70	GM MBF	286	\$ 244.60	\$ 69,955.60
Wheel Skidder	GM MBF	558	\$ 148.63	\$ 82,935.54
Subtotal				\$ 152,891.14

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Temp Spur Construcion	station	9	\$ 450.00	\$ 4,050.00
Subtotal				\$ 4,050.00

Additional Move-Ins

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

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

Medford
Rio Sag
TS 12-04

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$14,421.00	787	\$18.32	\$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	\$ 4.57	N	\$ 0.00
Subtotal	\$ 3,600.00	\$ 4.57		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Seed costs	\$ 1,440.00	\$ 1.83	N	\$ 0.00
mulch costs	\$ 1,125.00	\$ 1.43	N	\$ 0.00
spread of seed and mulch	\$ 600.00	\$ 0.76		\$ 0.00
Subtotal	\$ 3,165.00	\$ 4.02		\$ 0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Equipment Washing	\$ 200.00	\$ 0.25	N	\$ 0.00
Skid Location	\$ 256.00	\$ 0.33	N	\$ 0.00
Skid Construction	\$ 1,500.00	\$ 1.91	N	\$ 0.00
Waterbar Skids	\$ 750.00	\$ 0.95	N	\$ 0.00
Barricades	\$ 1,125.00	\$ 1.43	N	\$ 0.00
Deadman Anchors	\$ 1,500.00	\$ 1.91	N	\$ 0.00
Additional Tractor Time	\$ 450.00	\$ 0.57	N	\$ 0.00
Landing Clean up	\$ 1,875.00	\$ 2.38	N	\$ 0.00
Subtotal	\$ 7,656.00	\$ 9.73		\$ 0.00

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

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

Medford
Rio Sag
TS 12-04

General

Yarding & Loading

Yarder/Loader move in(x1)= Yarder/loader move from units 11-3 and 13-6E to unit 32-1.
Temp spur construction = 900' construction of spurs for units 11-3, 13-6D and 29-1.

Road Costs

Total Maintenance costs = \$7225.69

(see Engineering Appraisal for details).

Transportation

Rough & Ready Lumber is located in Cave Junction, OR

(see Transportation appendix for details).

Other Allowances

Deadman anchors = Artificial Tractor anchors for units 11-3 and 13-6D as per lead layout.
Additional tractor time = Landing construction and clean up for units 11-3, 13-6E and 29-1.
Hand Pile Cvr-level 1 = SD5 handpile and cover 10 acres as per fuels lead

Prospectus

Tract No : 12-04
 Sale Name: Rio Sag
 Prep. By : Josh R
 Sale Date: November 2011

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1. Road Use - Amortization: (1) $\$0.00/787 \text{ MBF} = \$0.00/\text{MBF} \text{ 1/}$
 (RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$\frac{\$3701.97}{(2.1)}$	+	$\frac{\$0.00}{(3.1)}$	+	$\frac{\$0.00}{(4.1)}$	+	$\frac{\$0.00}{(5.1)}$	=	$\frac{\$3701.97}{(RC-2c)}$
---------------------------	---	------------------------	---	------------------------	---	------------------------	---	-----------------------------

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)	\$3523.72
(7.3F) Surface Repair (Aggregate)	\$0.00
(7.3G) Dust Palliative (Bituminous, Lignin, MgCl) . . .	\$0.00
(7.3H) Other	\$0.00

Total (7.3)	=	$\frac{\$3523.72}{(RC-2a \text{ \& Ex D})}$
-------------	---	---

(2+3+4+5) Total = $\$7,225.69/787 \text{ MBF} = \underline{\$9.18/\text{MBF}} \text{ 1/}$
 (Total Sale Vol)

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

1. Road Use Fees - Amortization

R/W		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 and Segment	A Surf N Type	Maint Mi	Vol x Fee x MBF	Total = Maint
37-2E-29.07	N ASC	0.12	1.30 20	\$3.12
37-2E-29.07	N ASC	0.32	1.30 18	\$7.49
37-2E-29.07	N ASC	0.45	1.30 65	\$38.03
37-2E-29.07	N ASC	0.55	1.30 63	\$45.05
37-2E-29.05	N ASC	0.39	1.30 26	\$13.18
37-2E-29.03	N ASC	1.00	1.30 26	\$33.80
37-2E-29.03	N ASC	1.29	1.30 166	\$278.38
37-2E-29.03	N ASC	1.43	1.30 40	\$74.36
37-2E-29.01	N ASC	1.09	1.30 32	\$45.34
37-2E-29.00	N ASC	0.19	1.30 28	\$6.92
37-2E-29.00	N ASC	0.93	1.30 11	\$13.30
37-2E-07.02	A ASC	0.38	1.13 495	\$212.55
37-2E-07.02	A ASC	3.51	1.13 39	\$154.69
37-2E-07.02	A ASC	4.01	1.13 32	\$145.00
37-2E-07.02	A ASC	4.51	1.13 232	\$1182.34
37-2E-07.01	A ASC	0.97	1.13 10	\$10.96
37-2E-07.01	A ASC	1.17	1.13 11	\$14.54
37-2E-07.01	A ASC	1.32	1.13 16	\$23.87
37-2E-07.01	A ASC	1.39	1.13 4	\$6.28
37-2E-07.01	A ASC	1.47	1.13 53	\$88.04
37-2E-07.01	A ASC	1.76	1.13 8	\$15.91
37-2E-07.01	A ASC	1.95	1.13 370	\$815.30
37-2E-07.01	A ASC	2.78	1.13 23	\$72.25
37-1E-13.03	A ASC	0.65	1.13 24	\$17.63
37-1E-13.03	A ASC	0.34	1.13 11	\$4.23
37-1E-13.03	A ASC	0.15	1.13 15	\$2.54
37-1E-13.02	A ASC	0.17	1.13 4	\$0.77
37-1E-13.00	A ASC	1.32	1.13 117	\$174.52
37-1E-13.00	A ASC	1.12	1.13 114	\$144.28
37-1E-13.00	A ASC	0.85	1.13 41	\$39.38
37-1E-13.00	A ASC	0.71	1.13 7	\$5.62
37-1E-13.00	A ASC	0.20	1.13 18	\$4.07
37-1E-13.00	A ASC	0.10	1.13 73	\$8.25

(2.1) Subtotal \$3701.97

1/ Enter list of roads in Sec. 41(RC-2).

2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.

3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

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

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

(3.1) Subtotal

1/ Enter list of roads in Section 41(RC-2).

2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.

3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

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

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

(4.1) Subtotal (4.2) Subtotal

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

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

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

(5.1) Subtotal (5.2) Subtotal

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

6. Other Maintenance Payments - USFS or Others Perform Maintenance

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

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)						ROCK HAUL (7.2) 2/ 3/					
Road No 1/	A	RkWear		Vol	Total	Rkwear Vol	Total				
and Segment	N	Mi	x	Fee x MBF =	RkWear	Mi	x	Fee x C.Y.=	RkWear		

(7.1) Subtotal (7.2) Subtotal

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

7. Purchaser Operational Maintenance

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

7.3A Move In

Equipment 1/	No	Move	Cost/	Dist	Sub-
	Units	x in 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

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

7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	x	Cost/Mi	=	Subtotal
		292.45		\$0.00

(7.3B) Total \$0.00

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

7.3C Grading (Includes Ditches and Shoulders) 1/

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

(7.3C) Total \$0.00

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

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

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

(7.3D) Total \$0.00

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

7.3E Dust Palliative (Water) 1/

Spreading Hours

Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
13.82		5		2.8		11		1		30.8
Load & Haul-Roundtrip =				2.0		6		1		12.0
Fixed Hours (3000 Gal. tanker)										
										Total Hours = 42.8

Truck Cost: \$82.33/Hr. x 42.8 Hours = \$3523.72

(7.3E) Total \$3523.72

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

7.3F Surface Repair (Aggregate)

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

(7.3F) Total \$0.00

1/ Use unit cost from Road Construction Cost Guide.

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

(7.3G) Total

7.3H Other

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

(7.3H) Total \$0.00

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

LUMP SUM SALE

Name of Bidder
Tract Number OR110-TS12-04
Sale Name Rio Sag
Sale Notice (dated) 11/23/2011
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
---	---

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is **\$3,700.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	757	X	=	X	=
White fir	MBF	16	X	=	X	=
Ponderosa pine	MBF	11	X	=	X	=
Incense-cedar	MBF	3	X	=	X	=
TOTAL		787	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

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

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **PERFORMANCE BOND** -

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

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

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

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

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

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

*Applies to Timber Only

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

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

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

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

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