PROSPECTUS

GRANTS PASS FIELD OFFICE JOSEPHINE MASTER UNIT

Timber Sale # ORM07-TS-2019.0021 October 29, 2020

Beef Stew Timber Sale, Douglas County, O&C BID DEPOSIT REQUIRED: \$4,500.00

All timber designated for cutting in: S½SW¼, E½SE¼ Section 9, Lots 1, 2, W½NE¼, W½NW¼, NW¼SE¼ Section 17, W½NE¼ Section 21, SW¼NE¼, NW¼SE¼ Section 23, T. 32 S., R. 4 W., Willamette Meridian.

| Approx. Number Merch. Trees | Est. Volume MBF 32' Log | Est. Volume CCF | Species | Est. Volume MBF 16' Log | Approx. Price Per MBF* | Est. Volume Times Appraised Price |
|--------------------------------------|----------------------------------|-----------------------|-----------------|----------------------------------|------------------------------|--|
| 4,082 | 421 | | Douglas-fir | 526 | \$85.00 | \$44,710.00 |
| 36 | 1.8 | | Western Hemlock | 2 | \$42.70+ | \$85.40 |
| 16 | 0.9 | | Incense-cedar | 1 | \$45.70+ | \$45.70 |
| 9 | 0.7 | | Ponderosa Pine | 1 | \$32.90* | \$32.90 |
| 4,143 | 424.4 | | Totals | 530 | | \$44,874.00 |

^{*}Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. ** For Incense-cedar and Ponderosa Pine, minimum stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value). Additional information concerning the appraised price is available at the Medford District Office.

<u>Timber Auction Location</u> – The timber auction will be held at the Medford Interagency Office, 3040 Biddle Rd, Medford, Oregon, at 9 a.m. on Thursday, October 29th.

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/MBF.

<u>CRUISE INFORMATION</u> - The Douglas-fir (DF) has been cruised using the 3-P sampling method to select sample trees. The Douglas-fir (DF) has a total sum KPI of 17,596 and 89 sample trees. Maps showing the location of these sample trees are available at the Grants Pass Interagency Office. The 3-P sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume. The volume of all other species in this sale has been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

Approximately 0 trees which are considered to be nonmerchantable are designated for cutting. With respect to merchantable trees of all conifer species: the average tree is 12.4 inches DBHOB; the average gross merchantable log contains 42 bd. ft.; the total gross volume is approximately 577 M bd. ft; and 92% recovery is expected. (Average DF is 12.5 inches DBHOB; average gross merchantable log DF contains 42 bd. ft.)

^{*}Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value).

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u> - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

<u>CUTTING AREA</u> – There are nine (9) units containing sixty-one (61) acres of partial cut timber harvest.

<u>CUTTING TIME</u> - Contract duration will be twenty-four (24) months for cutting and removal of timber and completion of slash reduction activities.

<u>ACCESS</u> - Access to the sale area is available via a public road system through the contract area, existing BLM roads, and:

Right-of-Way and Road Use Agreement M-700 with Roseburg Resources Co. Among other conditions, this agreement requires, but is not limited to:

- (1) Completion of an agreement between the Purchaser and Permitee.
- (2) Road maintenance to be completed by the Purchaser.
- (3) Payment of a road use fee of \$900.00.
- (4) Arbitration of conditions of road use. The Permitee has indicated they require a rockwear obligation of \$14.78.

<u>ROAD MAINTENANCE</u> - The Purchaser will be required to maintain 12.54 miles of existing BLM and Third Party (Industry) roads. The Purchaser will be required to pay a BLM rockwear fee of \$912.08 for the use of 12.27 miles BLM roads listed in the contract.

<u>ROAD CONSTRUCTION</u> - The contract will require the Purchaser to renovate 662.65 stations of existing road. There is no new road or temporary route construction. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-3, Lump Sum Timber Sale Contract, the Purchaser shall not conduct ground-based yarding or skid trail and landing rehabilitation in Timber Sale Units between October 15 and the following May 15. The Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-3, Lump Sum Timber Sale Contract, the Purchaser shall not conduct any haul during wet conditions on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

<u>EQUIPMENT REQUIREMENTS</u> – A forty (40) foot tower capable of spanning one thousand (1,000) feet with a carriage capable of seventy-five (75) foot lateral yarding and able to travel over multispan rigging, with one end suspension of logs during inhaul. A yarding tractor that will not exceed nine (9) feet in width and must be capable of bull-lining seventy-five (75) feet.

<u>SLASH DISPOSAL</u> - Slash disposal within the Commercial Thin harvest units will consist of Lop and Scatter, Machine Piling of Landing Decks, Covering, and digging handline around decks as described in SD-5 of the Special Provisions.

**A post logging assessment shall be conducted to confirm or change slash treatment needs or amounts in all units. The initial fuels appraisal prescribed fifty-five (55) acres of Lop and Scatter as well as six (6) acres of Machine Piling of Landing Decks, Covering and digging handline around decks.

<u>CONTRACT TERMINATION</u> - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

<u>ENVIRONMENTAL ASSESSMENT</u> - An environmental assessment (DOI-BLM-ORWA-M070-2015-0009-EA) for the Upper Cow Project Area was prepared for this timber sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this timber sale at the Medford District Office.

OTHER -

- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. The purchase of cull logs, biomass material or firewood is optional. If the Purchaser chooses to purchase these forest products, then a fair market price will be established at that time and sold under the negotiated contract 5450-5.
- 3. Landing and hand piles will be burnt by the BLM

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Interstate 5, Milepost 88, proceed east for approximately 1.3 miles. Turn right on Starveout Creek Road and follow south to BLM Road 32-4-17.1.

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 INTERAGENCY OFFICE.

- Sec. 41. TIMBER RESERVED FROM CUTTING The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.
- (A) <u>AR-1</u> All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) <u>IR-1</u> All conifer trees marked with orange paint above and below stump height in harvest units 17-1B, 17-1C, 9-19, 9-22, 9-22A, and 9-24 as shown on Exhibit A.
- (C) <u>IR-2</u> All timber except approximately one thousand, five hundred twenty-four (1,524) Douglas-fir trees marked for cutting heretofore by the Government with blue paint above and below stump height in harvest units 17-4, 21-12, and 23-8 as shown on Exhibit A.
- (D) <u>IR-3M</u> Any trees less than 20 inches DBH that are marked for retention but need to be cut to accommodate harvest operations within designated harvest areas must be swapped for a comparable (or larger) tree that was not previously designated for retention for the purpose of retaining canopy cover and basal area targets.
- (E) <u>IR-3M</u> Any marked retention tree greater than or equal to 20 inches DBH cut to facilitate cable/tractor yarding corridors and temporary route construction or renovation/reconstruction will remain on site as coarse woody debris or as directed by the Authorized Officer.
- (F) <u>IR-6M</u> All hardwood trees larger than eight (8) inches as well as all non-hazardous snags in all harvest units shown on Exhibit A.
- (G) <u>IR-6M</u> All pre-existing dead, down wood in all harvest units shown on Exhibit A.
- (H) <u>IR-6M</u> Any trees that are not designated for harvest and must be cut to accommodate harvest operations (logging system viability, safety, guy-line trees, etc.) outside of designated harvest areas and on BLM managed lands would remain on the site as coarse woody material unless they need to be removed for safety reasons.

SPECIAL PROVISIONS

Section 42

(A) Logging

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) <u>L-2</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchasers' 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.
- (3) <u>L-4</u> All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees, or be consistent with OSHA guidelines.
- (4) <u>L-8</u> In all units shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarding with tops attached will be allowed except when excessive stand damage occurs. If excessive stand damage occurs or continuous slash depth is expected to exceed eighteen (18) inches, all trees shall be bucked into log lengths not to exceed forty-one (41) feet prior to being yarded.
- (5) <u>L-10</u> In all units shown on Exhibit A, directionally fall trees away from unit boundaries, buffers, and streams.
- (6) <u>L-12</u> In the cable yarding areas of harvest units as shown on Exhibit A, all trees designated for cutting shall be manually felled. In ground-based yarding units as shown on Exhibit A, trees may be felled mechanically using a harvester, feller-processor, or feller-buncher with the approval of the Authorized Officer and in accordance with the following specifications:
 - (a) Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less.
 - (b) Mechanized felling operations are subject to seasonal operating restrictions as described in Sections 42(A)(11)(L-19) and 42(A)(12)(L-19) of this contract.

- (c) The harvester, feller-processor, or feller-buncher shall be washed prior to entering the contract area and approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.
- (d) The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer. If Purchaser is required to create slash to walk on, then Purchaser shall not be required to whole-tree-yard.
- (7) <u>L-12</u> Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

| Designated Area | Yarding Requirements or Limitations |
|---|--|
| 9-19, 9-22, 9-22A, 17-1B, 17-1C, 17-4, 23-8 | 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. The cable yarding system shall be capable of yarding one thousand feet (1,000) slope distance. |
| 17-10, 17-4, 25-6 | 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 and pass over skyline rigging equipment configured for multispan. |
| | Prior to falling any timber in the unit, all tail/lift trees and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer. |
| | Existing cable corridors shall be used whenever possible. New corridors will be perpendicular to the contours and located outside of all buffers shown on Exhibit A. Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds. |
| | Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline. |
| | Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads, temporary routes, and/or cable-tractor swing routes within unit boundaries where possible, and shall be approved by the Authorized Officer. |

| Cable Units continued | Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads. |
|-----------------------|---|
| | Landings and corridors may be needed outside of unit boundaries. These landings and corridors shall not be located in any of the buffers shown on Exhibit A and shall be approved by the Authorized Officer prior to use. |
| | Directional falling away from streams, unit boundaries, and resource buffers shown on Exhibit A is required. |

| Designated Area | Yarding Requirements or Limitations |
|-----------------------------|---|
| GROUND BASED UNITS | Yarding tractor width shall not be greater than eight (8) feet track width and shall be equipped with an integral arch. Skid roads shall not exceed a width of twelve (12) |
| 9-22, 17-1B, 17-4, 21-12 | feet on average per unit. |
| | Prior to falling any timber in the unit, all new skid roads shall be pre-designated by the Purchaser and approved by the Authorized Officer. Yarding tractors shall operate only on tractor skid roads approved by the Authorized Officer. |
| | Existing skid roads shall be used when possible. New skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five (35) percent slope. No use of blades during yarding. |
| | Rehabilitate all utilized skid roads that are within two hundred (200) feet of streams as specified in Sections 42 (A)(10)(L-19) and 42(A)(11)(L-19). |
| | Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads, temporary routes, and/or cable-tractor swing routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to draws or ditchlines of roads. |
| | Directional falling away from streams, unit boundaries, and resource buffers shown on Exhibit A is required. |

- (8) <u>L-14</u> No yarding or loading is permitted in or through the streams, seeps, wetlands, or resource buffers as shown on Exhibit A.
- (9) <u>L-16</u> No landing shall be located in stream buffers, seeps, wetlands, resource buffers, unstable locations, or locations that would deliver sediment to streams as shown on Exhibit A.
- (10) <u>L-19</u> No ground based or cable yarding, loading, skid trail and landing rehabilitation, machine piling, temporary route rehabilitation, temporary route construction/reconstruction, temporary route decommissioning, or non-emergency road maintenance shall be conducted in units with fragile soils as identified by the Authorized Officer between October 15 of one calendar year and May 15 of the following calendar year both days inclusive.
- (11) <u>L-19</u> No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, or machine piling shall be conducted in ground-based yarding units between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
- (12) <u>L-19</u> No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, or machine piling shall be conducted in units from May 16th to October 14th of each year, if soil moisture at a depth of four (4) to six (6) inches is wet enough to maintain form when compressed, or when soil at the surface would readily displace, causing ribbons and ruts along equipment tracks.
- (13) <u>L-19</u> No temporary route rehabilitation, temporary route construction/ reconstruction, temporary route decommissioning, landing construction/ reconstruction, or non-emergency road maintenance shall be conducted in the sale area between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. Waivers will be granted after a soil moisture test is performed by comparing the wet and dry weight (gravimetric method) of a representative sample in the unit or units for the requested waiver. If conditions exist that the soil surface is easily displaced, rutting or ribboning occurs or if impacts to soils are not acceptable during the operations listed above as determined by the Authorized Officer, the waiver will be revoked.
- (14) <u>L-19</u> No hauling on natural surface and rocked roads that do not have all-weather surface shall be conducted in the contract area between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. The Purchaser may request in writing, a conditional waiver of this restriction. If the Authorize Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or

SPECIAL PROVISIONS

stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

- (15) <u>L-22</u> During logging operations, the Purchaser shall keep roads utilized in the contract area clear of trees, rock, dirt, and other debris so far as is practicable. Through roads shall not be blocked by such operations for more than thirty (30) minutes.
- (16) <u>L-23</u> The Purchaser shall provide flaggers and/or signs to control traffic or alert forest road users of active operations on roads where it passes through or near active logging or hauling operations as required by OHSA regulations.
- (17) <u>L-24</u> Before cutting and removing any trees necessary to facilitate logging in the harvest units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
 - (a) All skid roads and cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road, and cable yarding road shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with pink paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). of the contract.
 - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract.

SPECIAL PROVISIONS

- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (f) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint, applying orange paint as replacements for additional trees cut and removed to accommodate logging operations when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This applies to trees less than 20" DBH. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (18) <u>L-33</u> Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total Purchase Price

SPECIAL PROVISIONS

specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

(B) Road Construction – Maintenance – Use

- (1) <u>R-1</u> The Purchaser shall renovate all roads and other structures in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) <u>R-1a</u> Any required renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- (3) R-1c The Purchaser shall not commence work on road renovation and reconstruction until receipt of written notice to do so from the Authorized Officer. Work shall commence no later than 5 days after such notice, and shall be completed within 1 year after such notice.
- (4) R-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit C and D for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(B)(5) and Section 42(B)(8). Any road listed in Exhibit C and D and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

| Road No. and Segment | Length in Miles | Road Control | Surface Type | Maintenance Responsibility |
|-------------------------|-----------------|---------------|-----------------|-------------------------------|
| 32-4-17.0(A-B) | 1.80 | BLM | ASC | Purchaser |
| 32-4-17.2 | 0.61 | BLM | ASC | Purchaser |
| 32-4-17.3 | 0.26 | BLM | ASC | Purchaser |
| 32-4-7.0 | 2.21 | BLM | ASC | Purchaser |
| 32-4-8.1(A-B) | 0.87 | BLM | ASC | Purchaser |
| 32-4-9.6(A) | 0.27 | Roseburg | ASC | Purchaser |
| | | Resources Co. | | |
| 32-4-20.0(A) | 0.10 | BLM | BST | Purchaser |
| 32-4-20.1(A-C) | 1.51 | BLM | ASC | Purchaser |
| 32-4-4.0(A) | 0.11 | BLM | BST | Purchaser |
| 32-4-4.0(A-B1) | 3.10 | BLM | ASC | Purchaser |
| 32-4-22.0(A1-A3) | 1.70 | BLM | ASC | Purchaser |
| Total | 12.54 | | _ | |

- (5) R-2b: The Purchaser shall pay the Government a road rockwear fee of **nine hundred twelve and 08/100 dollars (\$912.08)** for the transportation of timber included in this contract price over said roads. The above rockwear fee amount is for the use of 12.27 miles of BLM roads or less. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.
- (6) R-2e The Contracting Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance for the particular surface type of the roads involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 42(B)(4). If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.
- (7) <u>R-2f</u> The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (8) <u>R-3</u> In the use of Road No. 32-4-9.6(A), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-700 between the United States of America and **Roseburg Resources Company**. This document is available for inspection at the Medford District Office.

SPECIAL PROVISIONS

These conditions include:

- (a) Payment of a road use fee obligation of **nine hundred and 00/100 dollars** (\$900.00) to Roseburg Resources Co., payable at the time indicated in the License Agreement.
- (b) Payment of a road rockwear obligation of **fourteen and 78/100 dollars** (\$14.78) to Roseburg Resources Co., payable at the time indicated in the License Agreement.
- (c) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (d) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (9) R-3c The Purchaser agrees that if they elect to use any other private roads, 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.
- (10) R-4 The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.

SPECIAL PROVISIONS

- 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 or equipment: (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.

(11) R-5 Tracked type equipment shall not be allowed to cross over any concrete bridge decks, other concrete surfaced structures, or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer and Project Engineer when crossing with protective devices.

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use tracked vehicles or equipment: (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.

(C) Environmental Protection

- (1) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Contract Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.

- (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (2) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall use dust abatement measures on roads near residences if hauling causes unacceptable levels of dust, as directed by the Authorized Officer.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (5) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (6) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (7) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing existing landings that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines. Any project-related would be suspended if conditions develop that cause a potential for sediment laden runoff to enter a wetland, floodplain or waters of the state. Operations can resume when

SPECIAL PROVISIONS

sediment control devices are in place and conditions allow turbidity standards to be met.

- (8) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, upon completion of yarding, place slash as directed by the Authorized Officer on cable yarding corridors in units 9-19, 9-22, 9-22A, 9-24, 17-1B, 17-1C, 17-4 and 23-8 as shown on Exhibit A.
- (9) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, upon completion of skidding, place slash or pull vegetation over and block skid trails as directed by the Authorized Officer.
- (10) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, corridors in fragile soils, hydrologically connected skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (11) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate all ground based skid trails utilized that are within two hundred (200) feet of streams, all temporary routes, cable-tractor swing routes, and all landings outside of the road prism by one of the following methods:
 - (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
 - 1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.
 - 2. Rip to a depth of twelve (12) inches, and no further than twenty eight (28) inches apart.
 - 3. Ripping will occur before October 15 of the year of harvest.
 - 4. Any step landings shall be re-contoured following use.
 - (b) If the Authorized Officer deems ripping will cause an unacceptable amount of damage to the root systems of residual trees the Purchaser shall scarify

SPECIAL PROVISIONS

to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.

All rehabilitation shall occur within eighteen (18) months of harvest, during the dry season, and after pile burning is complete.

- (12) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.
- (13) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C-8, which is attached hereto and made a part hereof.
- (14) <u>E-3</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (b) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or:
 - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
 - (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
 - (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

SPECIAL PROVISIONS

(h) When, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon 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.

SPECIAL PROVISIONS

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

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

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

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

SPECIAL PROVISIONS

(D) Miscellaneous Provisions

(1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by three hundred ninety seven dollars and fifty cents (\$397.50). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of three hundred ninety seven dollars and fifty cents (\$397.50) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, 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.

(E) Fire Prevention and Control

- (1) <u>F-1 Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall, 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.
 - (a) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - 1. 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.
 - 2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

SPECIAL PROVISIONS

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

The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths (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.

- b. <u>F-2b</u> A round pointed size "0" or larger shovel in good condition shall be within fifty (50) feet of any power saw when in operation.
- c. 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.
- d. <u>F-2d</u> Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and the Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watch-service is required.

- e. <u>F-2e</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- f. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- g. <u>F-2g</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- h. 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.
- i. <u>F-2i</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

SPECIAL PROVISIONS

- (F) Slash Disposal and Site Preparation
 - (1) <u>SD-1 Fire Hazard Reduction</u>. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following fire hazard reduction measures required by this contract:

Prior to commencement of any operation under this Section F of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference.

- (a) <u>SD-1a Lop and Scatter</u>. Lop and scatter all slash generated from commercial thinning on approximately fifty-five (55) acres located in all units as directed by the Authorized Officer. All slash (any material less than six inches in diameter) shall be lopped to no more than eight (8) feet in length and all top and side branches must be free of the central stem so that slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.
- (b) <u>SD-1b</u> Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
 - 1. Units shall be lopped and scattered during the same season that they are logged.
 - 2. Burning or removal of piles will be accomplished by the BLM.
- (c) SD-1c MACHINE PILE, COVER, & FIRELINE LANDING SLASH Pile all slash on six (6) acres situated in harvest unit landings and within twenty (20) feet of each finished pile. Piles shall be firelined within twenty (20) feet, or within safe working condition, of each finished pile. Fireline shall be to mineral soil and a minimum of eighteen (18) inches wide. A minimum fuel break of two (2) feet on each side of the fireline of removing logging slash greater than one (1) inch diameter at the small end. Slash shall be piled by machine or hand. Landing piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth and not contain merchantable sawlogs.

SPECIAL PROVISIONS

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

| Treatment | Description | Acres |
|-----------|---|-------|
| LOP | Lop and scatter slash in units to a depth < 18 inches | 55 |
| MP, H & C | Machine pile landing slash, handline decks & cover | 6 |

(G) Log Exports

(1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (834) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; 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. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, 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 (8¾) inches in thickness or less; (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:

- (a) Date of last export sale.
- (b) Volume of timber contained in last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.

SPECIAL PROVISIONS

- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) 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 Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification 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 a 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 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

SPECIAL PROVISIONS

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.

Seasonal Restriction Matrix

Beef Stew Timber Sale ORM07- TS - 2019 - 0021

| Unrestricted Period | Restricted To Dry Condition | Restricted To Dry Condition Waiver Required | Restricted period |
|---------------------|-----------------------------|---|-------------------|
| | | | |

Dry Condition Haul = Haul is allowed on paved and all weather surface roads year round except in unite with fragile soils and eagle restrictions. No hauling on natural surface and rocked transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized roads that do not have all-weather surface shall be conducted in the contract area between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. The Purchaser may request in writing, a conditional waiver of this restriction. If the Authorize Officer determines that hauling would not result in road damage or the Officer, the waiver will be revoked.

May 15th of the following calendar year, both days inclusive, and when soil moisture at a depth of 4-6 inches is wet enough to maintain form when compressed, or when soil moisture at Dry Season and Dry Condition Ground based Yarding = Ground-based harvesting, yarding, and rehabilitation activities would not occur between October 15th of one calendar year and the surface would readily displace, causing ribbons and ruts along equipment tracks.

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| | IVILY | Manual Falling and Bucking* | Mechanical Ground Based Harvesting & Yarding, and All Rehabilitation Activities | Loading, Hauling (on roads vithout all weather surface) | Loading, Hauling (on roads with all weather surface) | Route and landing construction, decommissioning, and road maintenance** |
| :#0 | ACLIVITY | Manual Fallin | Mechanical G Harvesting & Ya Rehabilitatic | Loading, Hauling (on roads without all weather surface) | Loading, Hauling (on roads with all weather surface) | Route and landing construction/ reconstruction decommissioning, and road maintenance** |
| Colo Area | Sale Aled | | | Ground based yard units: 17- | 18, 17-1C, 17-4, 21-12 | |

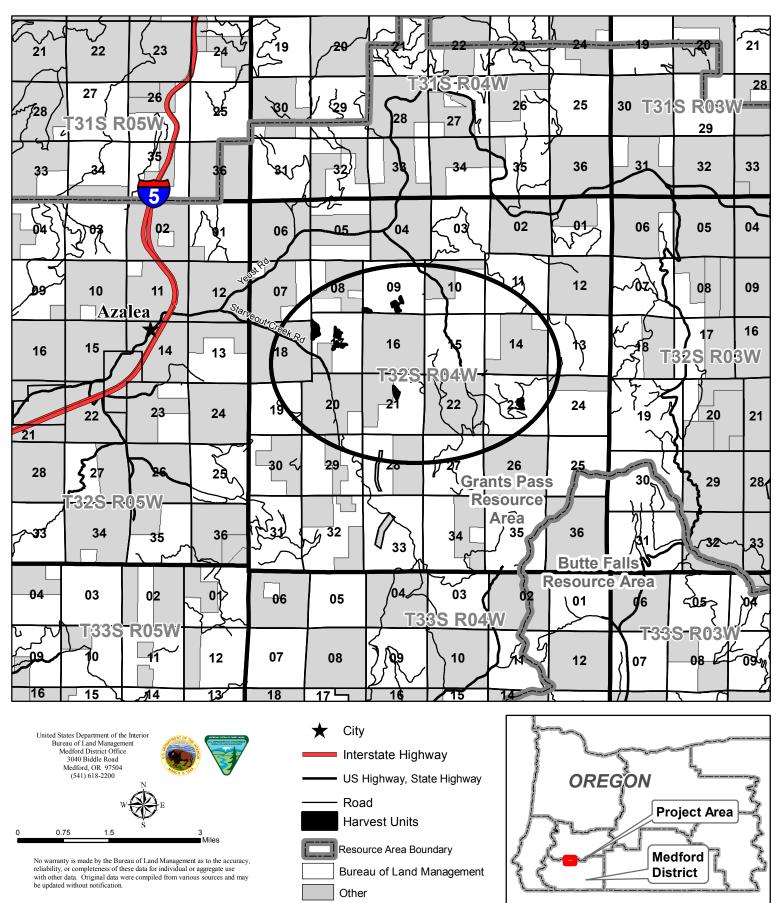
^{*} Operations will be suspended if unacceptable damage to residual trees occur.

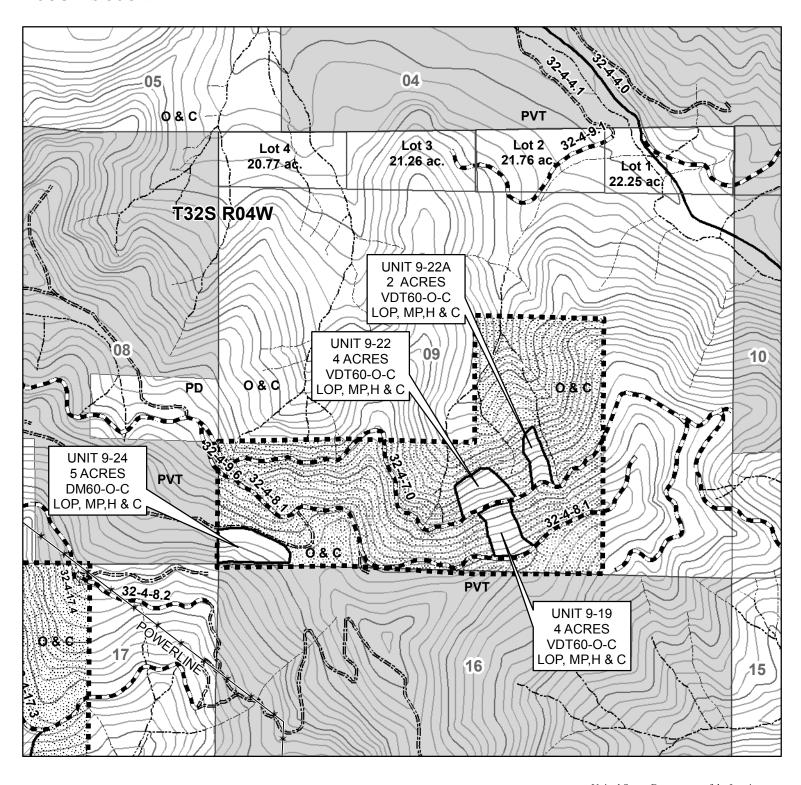
^{**} In-stream work periods for culvert cleaning are June 15th- September 15th

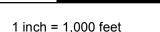
| Oct Nov Dec | 15 1 15 1 15 | | | | | |
|-------------|--|-----------------------------|----------------|--|--|---|
| | 15 1 | | | | | |
| Sep | 1 | | | | | |
| Aug | 15 | | | | | |
| _ | 15 1 | | | | | |
| Jul | 1 1 | | | | | |
| | 15 | | | | | |
| Jun | 1 | | | | | |
| Мау | 15 | | | | | |
| 2 | 1 | | | | | |
| Apr | 15 | | | | | |
| | 15 1 | | | | | |
| Mar | 1 1 | | | | | |
| q | 15 | | | | | |
| Feb | 1 | | | | | |
| Jan | 15 | | | | | |
| Ĩ | 1 | | | | | |
| -4:1+V | ACUVILY | Manual Falling and Bucking* | Cable Yarding* | Cable yard Loading, Hauling (on roads units: 17-18, 17- without all weather surface) | Loading, Hauling (on roads with all weather surface) | Route and Landing construction, decommissioning, and road maintenance** |
| Sala Assa | Sale Area Cable yard units: 17-18, 17-1 1C, 17-4, 9-19, 9- 22, 9-22A, 9-24, 23-8 | | | | | |

U.S.D.I BLM MEDFORD DISTRICT T. 32 S., R. 4 W., SEC. 9, 17, 21 AND 23 WILLAMETTE MERIDIAN. DOUGLAS COUNTY

SALE LOCATION MAP







3,000

■ Feet

1,500

750

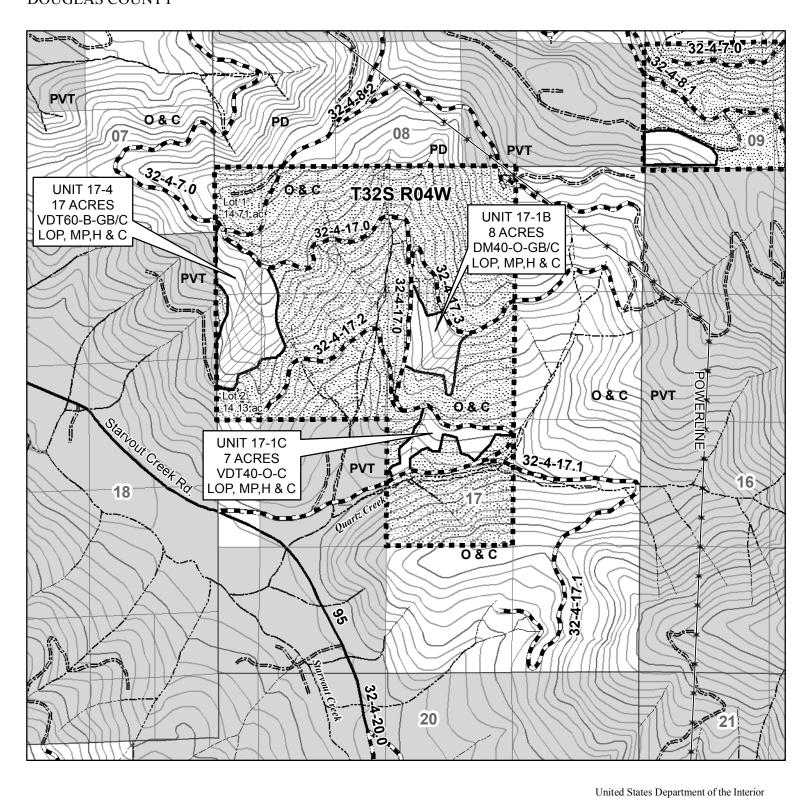
40 FOOT CONTOUR INTERVAL

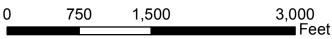
Map created by SDT 3/19/19

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



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.





1 inch = 1,000 feet



Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504
(541) 618-2200

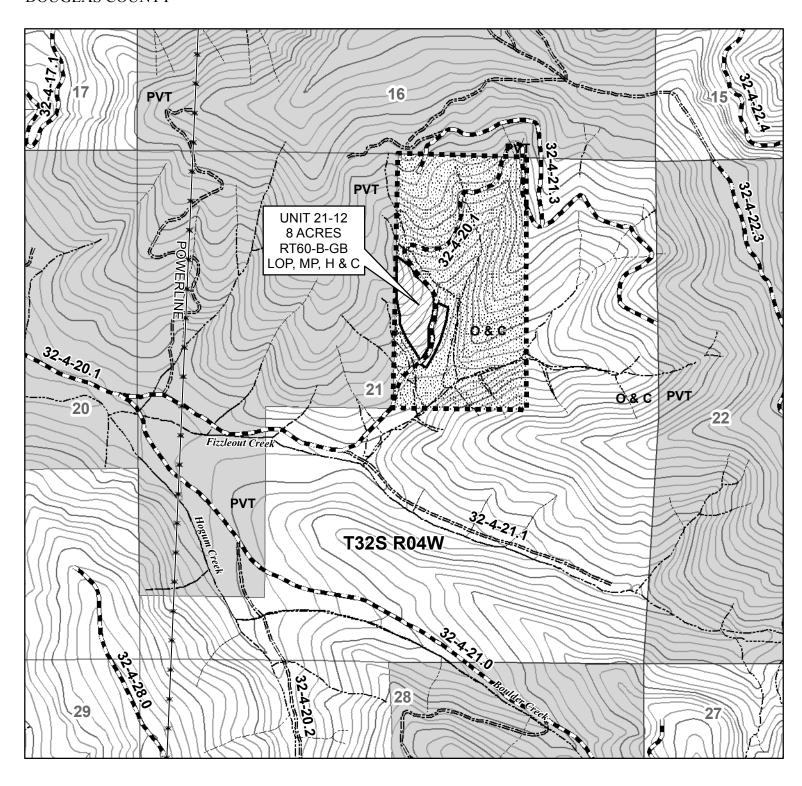


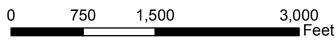
Map created by SDT 3/19/19



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U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0021 T. 32 S., R. 4 W., SEC. 21 WILL. MER. BEEF STEW TIMBER SALE DOUGLAS COUNTY TIMBER SALE CONTRACT MAP EXHIBIT A/S PAGE 3 OF 6





1 inch = 1,000 feet

W S

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

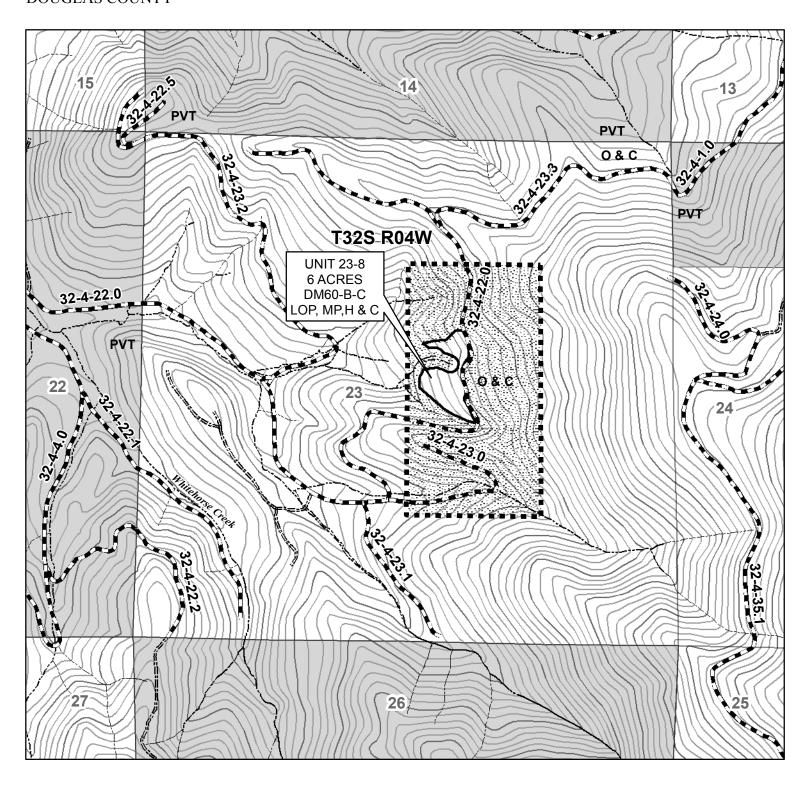


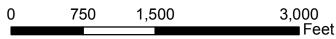
Map created by SDT 3/19/2019



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TIMBER SALE CONTRACT MAP EXHIBIT A/S PAGE 4 OF 6





1 inch = 1,000 feet

40 FOOT CONTOUR INTERVAL

Map created by SDT 3/19/2019

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U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0021 T. 32 S., R. 4 W., SEC. 9, 17, 21 AND 23 WILL. MER. BEEF STEW TIMBER SALE

TIMBER SALE CONTRACT MAP EXHIBIT A/S PAGE 5 OF 6

LEGEND

| UNIT | ACRES | PRESCRIPTION | PAINT | LOGGING | FUELS |
|-------|-------|--------------|-------|---------|----------------|
| UNII | ACKES | TYPE | COLOR | SYSTEM | r uels |
| 9-19 | 4 | VDT | O | C | LOP, MP, H & C |
| 9-22A | 2 | VDT | O | C | LOP, MP, H & C |
| 9-22 | 4 | VDT | O | C | LOP, MP, H & C |
| 9-24 | 5 | DM | O | C | LOP, MP, H & C |
| 17-1B | 8 | DM | O | GB/C | LOP, MP, H & C |
| 17-1C | 7 | VDT | O | C | LOP, MP, H & C |
| 17-4 | 17 | VDT | В | GB/C | LOP, MP, H & C |
| 21-12 | 8 | RT | В | GB | LOP, MP, H & C |
| 23-8 | 6 | DM | В | C | LOP, MP, H & C |

TOTAL 61

DOUGLAS COUNTY

ALL ACRES COMPUTED BY GPS TRAVERSE BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE

RT = RESTORATION THIN

VDT = VARIABLE DENSITY THIN

DM = DENSITY MANAGEMENT

O = ORANGE PAINT (LEAVE TREE MARK)

B = BLUE PAINT (CUT TREE MARK)

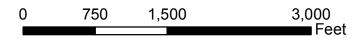
GB = GROUND BASE YARD

C = CABLE YARD

GB/C = GROUND BASE AND CABLE YARD

LOP = LOP AND SCATTER

MP, H & C = MACHINE PILE, HAND LINE AND COVER LANDING DECKS



1 inch = 1,000 feet



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40 FOOT CONTOUR INTERVAL

U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0021 T. 32 S., R. 4 W., SEC. 9, 17, 21 AND 23 WILL. MER. BEEF STEW TIMBER SALE DOUGLAS COUNTY

TIMBER SALE CONTRACT MAP EXHIBIT A/S PAGE 6 OF 6

Legend

| Beef Stew Contract Area Boundary | ▲ Mountain Peaks ★ Powerline | Intermediate 40-ft contour Index 200-ft contour |
|----------------------------------|-------------------------------|---|
| Beef Stew Contract Reserve Area | Roads | Lots |
| | SurfaceType | Section |
| | Paved | Township and Range |
| Beef Stew Timber Sale Units | Rocked | |
| Ground Base Yard | ==== Natural Surface | |
| Cable Yard | | O & C BLM Ownership - O&C Lands |
| | Perennial Streams | PD BLM Ownership - Public Domain |
| | Intermittent Streams | PVT Private Ownership |

SUMMARY

| VDT-O-GB/C | VARIABLE DENSITY THIN-BLUE MARK CUT TREE-GROUND BASE AND CABLE YARD (UNITS 17-4) | 17 ACRES |
|------------|--|-----------|
| VDT-O-C | VARIABLE DENSITY THIN-ORANGE MARK LEAVE TREE-CABLE YARD (UNITS 9-19, 9-22A, 9-22, 17-1C) | 17 ACRES |
| DM-O-GB/C | DENSITY MANAGEMENT-ORANGE MARK LEAVE TREE-GROUND BASE AND CABLE YARD (UNITS 17-1B) | 8 ACRES |
| DM-O-C | DENSITY MANAGEMENT-ORANGE MARK LEAVE TREE-CABLE YARD (UNITS 9-24) | 5 ACRES |
| DM-B-C | DENSITY MANAGEMENT-BLUE MARK CUT TREE- CABLE YARD (UNIT 23-8) | 6 ACRES |
| RT-B-GB | RESTORATION THIN-BLUE MARK CUT TREE-GROUND BASE YARD (UNIT 21-12) | 8 ACRES |
| MP, H & C | MACHINE PILE LANDING DECKS, HAND LINE AROUND DECKS AND COVER | 6 ACRES |
| LOP | LOP AND SCATTER SLASH TO DEPTH < 18" IN ALL UNITS. | 55 ACRES |
| | TOTAL TIMBER SALE UNIT AREA | 61 ACRES |
| | RESERVE AREA | 498 ACRES |
| | TOTAL CONTRACT AREA | 548 ACRES |



1 inch = 1,000 feet



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





40 FOOT CONTOUR INTERVAL

Map created by SDT

3/19/2019



United States Department of the Interior Bureau of Land Management

Timber Appraisal

Sale Name: Beef Stew Reoffer 10_29_20

BLM District: Medford DO

Contract #: ORM07-TS-2019.0021 Sale

Type: Advertised

Sale Date:

Thursday, October 29, 2020

Unit of Measure:

16' MBF

Contract Term: 24 months
Contract Mechanism: 5450-3

Sale of Timber - Lump Sum

Content

Timber Appraisal Summary Stumpage Summary Unit Summary Stump to Truck Transportation Engineering Allowances

Other Allowances

Prepared By: Cannon, Grant P - 9/9/2020 **Approved By:** Thompson, Kristen R - 9/9/2020

Legal Description of Contract Area

| Land Status | County | Township | Range | Section | Subdivision | Meridian |
|-------------|---------|----------|-------|---------|--|------------|
| O&C | Douglas | 32S | 4W | 9 | S1/2SW1/4, E1/2SE1/4 | Willamette |
| O&C | Douglas | 32S | 4W | 17 | Lot 1, 2, W1/2NE1/4, E1/2NW1/4, NW1/4SE1/4 | Willamette |
| O&C | Douglas | 32S | 4W | 21 | W1/2NE1/4 | Willamette |
| O&C | Douglas | 32S | 4W | 23 | SW1/4NE1/4, NW1/4SE1/4 | Willamette |

Species Totals

| Species | Net | Gross Merch | Gross | # of Merch Logs | # of Cull Logs | # of Trees |
|-----------------|-------|-------------|-------|-----------------|----------------|------------|
| Douglas Fir | 526.0 | 569.0 | 573.0 | 13,584 | 22 | 4,082 |
| Western Hemlock | 2.0 | 2.0 | 2.0 | 71 | 5 | 36 |
| Incense-cedar | 1.0 | 1.0 | 1.0 | 27 | 1 | 16 |
| Ponderosa Pine | 1.0 | 1.0 | 1.0 | 21 | 3 | 9 |
| Totals | 530.0 | 573.0 | 577.0 | 13,703 | 31 | 4,143 |

Cutting Area Acres

| Regeneration Harvest Acres | Partial Cut Acres | Right of Way Acres | Total Acres | Net Volume per Acre | |
|----------------------------|-------------------|--------------------|-------------|---------------------|--|
| 0.0 | 61.0 | 0.0 | 61.0 | 8.7 | |

Comments:

Update Appraisal 9/2020

| | Logging Cos | ts | Tract Features | 5 |
|------------------|-----------------|-----------------|---------------------------------|---|
| Stump to Truck | | \$140,606.01 | Quadratic Mean DBH | |
| Transportation | | \$16,754.52 | Average GM Log | |
| Road Construct | ion | \$31,961.64 | Average Volume per Acre | |
| Maintenance/R | ockwear | \$17,152.70 | Recovery | |
| Road Use | | \$900.00 | Net MBF volume: | |
| Other Allowand | ces | \$8,055.60 | Green | |
| Total: | | \$215,430.47 | Salvage | |
| Total Logging C | ost ner MRF | \$406.47 | Export | |
| | ost per misr. | ў -10017 | Ground Base Logging: | |
| | | | Percent of Sale Volume | |
| | Utilization Cer | iters | Average Yarding Slope | |
| Location | Distance | % of Net Volume | Average Yarding Distance | |
| Glendale, OR | 15.0 miles | 100 % | Cable Logging: | |
| | | | Percent of Sale Volume | |
| | Profit & Ris | k | Average Yarding Slope | |
| | | | Average Yarding Distance | |
| Profit | | 10 % | Aerial Logging: | |
| Risk | | 5 % | Percent of Sale Volume | |
| Total Profit & F | Risk | 15 % | Average Yarding Slope | |
| | | | Average Yarding Distance | |

Cruise

Cruise Completed January 2018
Cruised By Caulfield/Cannon

Cruise Method

3P for Douglas Fir and BLM 100% all other species

Stumpage Computation

| Species | # of Trees | Net Volume | Pond Value | (-) Profit & Risk | (-) Logging Costs | (+) Marginal Log Value | Appraised Price/MBF | | Appraised Value |
|--------------------|---------------|---------------|---------------|----------------------|----------------------|---------------------------|---------------------|---|--------------------|
| Douglas Fir | 4,082 | 526.0 | \$578.14 | \$86.72 | \$406.47 | \$0.00 | \$85.00 | | \$44,710.00 |
| Western Hemlock | 36 | 2.0 | \$426.38 | \$63.96 | \$406.47 | \$0.00 | \$42.70 | * | \$85.40 |
| Incense-cedar | 16 | 1.0 | \$456.34 | \$68.45 | \$406.47 | \$0.00 | \$45.70 | * | \$45.70 |
| Ponderosa Pine | 9 | 1.0 | \$329.00 | \$49.35 | \$406.47 | \$0.00 | \$32.90 | * | \$32.90 |
| Totals | 4,143 | 530.0 | | | | | | | \$44,874.00 |

^{*} Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

Percent of Volume By Log Grade

| Species | No. 1 & 2 Peeler | No. 3 Peeler | Special Mill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | Camp Run |
|-------------|---------------------|-----------------|--------------|------------------|------------------|------------------|----------|
| Douglas Fir | | | 1.0 % | 25.0 % | 60.0 % | 14.0 % | |

| Species | Peeler | No. 1 Sawmill | Special Mill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | Camp Run |
|-----------------|--------|------------------|--------------|------------------|------------------|------------------|----------|
| Western Hemlock | | | | | 64.0 % | 36.0 % | |

| Species | No. 1 Sawmill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | No. 5 Sawmill | No. 6 Sawmill | Camp Run |
|---------------|------------------|------------------|------------------|------------------|------------------|------------------|----------|
| Incense-cedar | | | | | 63.0 % | 37.0 % | |

| Species | No. 1 Sawmill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | No. 5 Sawmill | No. 6 Sawmill | Camp Run |
|----------------|------------------|------------------|------------------|------------------|------------------|------------------|----------|
| Ponderosa Pine | | | | 18.0 % | 67.0 % | 15.0 % | |

Unit: 9-19

| Species | Net | Gross Merch | Gross | # of Trees | | | |
|-------------|------|----------------|-------|------------|--|--|--|
| Douglas Fir | 26.0 | 28.0 | 28.0 | 146 | | | |
| Totals: | 26.0 | 28.0 | 28.0 | 146 | | | |

Net Volume/Acre: 6.5 MBF

| Total Acres: | 4.0 |
|----------------------|-----|
| Right of Way | 0.0 |
| Partial Cut | 4.0 |
| Regeneration Harvest | 0.0 |

Unit: 9-22

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|------|----------------|-------|------------|
| Douglas Fir | 21.0 | 22.0 | 23.0 | 153 |
| Western Hemlock | 1.0 | 1.0 | 1.0 | 19 |
| Totals: | 22.0 | 23.0 | 24.0 | 172 |

Net Volume/Acre: 5.5 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 4.0 |
| Right of Way | 0.0 |
| Total Acres: | 4.0 |

Unit: 9-22A

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|------|----------------|-------|------------|
| Douglas Fir | 15.0 | 16.0 | 16.0 | 124 |
| Western Hemlock | 1.0 | 1.0 | 1.0 | 17 |
| Totals: | 16.0 | 17.0 | 17.0 | 141 |

Net Volume/Acre: 8.0 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 2.0 |
| Right of Way | 0.0 |
| Total Acres: | 2.0 |

Unit: 9-24

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|------|----------------|-------|------------|
| Douglas Fir | 75.0 | 81.0 | 82.0 | 422 |
| Totals: | 75.0 | 81.0 | 82.0 | 422 |

Net Volume/Acre: 15.0 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 5.0 |
| Right of Way | 0.0 |
| Total Acres: | 5.0 |

Unit: 17-1B

| Species | Net | Gross Merch | Gross | # of Trees |
|----------------|-------|----------------|-------|------------|
| Douglas Fir | 117.0 | 127.0 | 127.0 | 927 |
| Ponderosa Pine | 1.0 | 1.0 | 1.0 | 9 |
| Totals: | 118.0 | 128.0 | 128.0 | 936 |

Net Volume/Acre: 14.8 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 8.0 |
| Right of Way | 0.0 |
| Total Acres: | 8.0 |

Unit: 17-1C

| Species | Net | Gross Merch | Gross | # of Trees |
|---------------|------|----------------|-------|------------|
| Douglas Fir | 90.0 | 98.0 | 98.0 | 786 |
| Incense-cedar | 1.0 | 1.0 | 1.0 | 16 |
| Totals: | 91.0 | 99.0 | 99.0 | 802 |

Unit: 17-4

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|------|----------------|-------|------------|
| Douglas Fir | 82.0 | 89.0 | 90.0 | 669 |
| Totals: | 82.0 | 89.0 | 90.0 | 669 |

Unit: 21-12

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|------|----------------|-------|------------|
| Douglas Fir | 38.0 | 41.0 | 41.0 | 311 |
| Totals: | 38.0 | 41.0 | 41.0 | 311 |

Unit: 23-8

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|------|----------------|-------|------------|
| Douglas Fir | 62.0 | 67.0 | 68.0 | 544 |
| Totals: | 62.0 | 67.0 | 68.0 | 544 |

Net Volume/Acre: 13.0 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 7.0 |
| Right of Way | 0.0 |
| Total Acres: | 7.0 |

Net Volume/Acre: 4.8 MBF

| Regeneration Harvest | 0.0 |
|----------------------|------|
| Partial Cut | 17.0 |
| Right of Way | 0.0 |
| Total Acres: | 17.0 |

Net Volume/Acre: 4.8 MBF

| Total Acres: | | 8.0 |
|--------------------|-----|-----|
| Right of Way | | 0.0 |
| Partial Cut | | 8.0 |
| Regeneration Harve | est | 0.0 |

Net Volume/Acre: 10.3 MBF

| Total Acres: | 6.0 |
|----------------------|-----|
| Right of Way | 0.0 |
| Partial Cut | 6.0 |
| Regeneration Harvest | 0.0 |

| Total Stump To Truck | Net Volume | \$/MBF |
|----------------------|------------|----------|
| \$140,606.01 | 530.0 | \$265.29 |

Stump to Truck: Falling, Bucking, Yarding, & Loading

| Yarding System | Unit of Measure | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|---------------------|--------------------|--------------------------|-----------------------|--------------|---------|
| Cable: Small Yarder | GM MBF | 341.0 | \$247.61 | \$84,435.01 | |
| Harvester/Skidder | GM MBF | 232.0 | \$220.73 | \$51,209.36 | |
| Subtotal | | | | \$135,644.37 | |

Additional Costs

| Item | | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|---------------------|------|--------------------------|-----------------------|-------------------|-------------------------------------|
| Directional Falling | Each | 1.0 | \$961.64 | \$961.64 | Additional Cost to Directional Fall |
| Subtotal | | | | \$961.64 | |

Additional Moves

| Equipment | Unit of Measure | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|-------------------|--------------------|--------------------------|-----------------------|------------|--------------------------------------|
| Cable Side | Each | 1.0 | \$2,080.00 | \$2,080.00 | Yarder, Loader, Tractor-1 Move |
| Ground Based Side | Each | 1.0 | \$1,920.00 | \$1,920.00 | Loader, Harvester, Skidder-1 Move |
| Subtotal | | | | \$4,000.00 | |

Comments:

Additional Moves - When lowboy is required. See logging plan for logging details.

| Total | Net Volume | \$/MBF |
|-------------|------------|---------|
| \$16,754.52 | 530.0 | \$31.61 |

| Utilization Center | One Way Mileage | Description | Unit of Measure | # of Units | \$/Unit of Measure | Total Cost | % of Sale Volume |
|-----------------------|--------------------|-------------|--------------------|---------------|-----------------------|-------------|---------------------|
| Glendale, OR | 15.0 | All Speices | GM MBF | 573.0 | \$29.24 | \$16,754.52 | 100 % |

Engineering Allowances

| Total | Net Volume | \$/MBF |
|-------------|------------|---------|
| \$50,014.34 | 530.0 | \$94.37 |

| Cost Item | Total Cost |
|----------------------------|-------------|
| Road Construction: | \$31,961.64 |
| Road Maintenance/Rockwear: | \$17,152.70 |
| Road Use Fees: | \$900.00 |

| Total | Net Volume | \$/MBF | |
|------------|------------|---------|--|
| \$8,055.60 | 530.0 | \$15.20 | |

Environmental Protection

| Cost item | Total Cost |
|----------------------|------------|
| Seeding and Mulching | \$1,200.00 |
| Ripping | \$450.00 |
| Subtotal | \$1,650.00 |

Logging

| Cost item | Total Cost |
|----------------------|------------|
| Skid Location | \$364.60 |
| Waterbar Skids | \$600.00 |
| Landing Construction | \$1,275.00 |
| Barricades | \$600.00 |
| Subtotal | \$2,839.60 |

Road Construction, Maintenance, Use, & Decommissioning

| Cost item | Total Cost |
|-----------------------------|------------|
| Stream and Culvert Cleaning | \$320.00 |
| Subtotal | \$320.00 |

Slash Disposal & Site Prep

| Cost item | Total Cost |
|------------------------------|------------|
| Lop and Scatter | \$2,310.00 |
| Cover and Burn Landing Decks | \$336.00 |
| Machine Pile Landing Decks | \$600.00 |
| Subtotal | \$3,246.00 |

Sale: Beef Stew Reoffer2

Sale Date: Oct 2020 Prep. By : EFreeman

UNITED STATES DEPARTMENT OF THE INTERIOR Tract No: TS-2019.0021 BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

| 1.1) Road Use - Amortization: \$900.00/530 MBF = \$1.70/MBF | |
|---|---|
| Road Maintenance Obligation: (2.1) BLM Maintenance | \$0.00 \$912.08 \$0.00 \$14.78 \$0.00 \$926.86 |
| Purchaser Maintenance Allowances: | |
| (5.2A) Move In | \$3,696.00 |
| (5.2B) Culverts, Catch Basins, Downspouts | \$3,066.72 |
| (5.2C) Grading, Ditching | \$5,668.32 |
| (5.2D) Slide Removal and Slump Repair | \$921.28 |
| (5.2E) Dust Palliative (Water) | \$2,873.52 |
| (5.2F) Surface Repair (Aggregate) | \$0.00 |
| (5.2G) Other | \$0.00 |
| Total Purchaser Maintenance Allowances (5.2A-5.2G) | \$16,225.84 |
| (2.1-5.2G) Cost $($926.86 + $16,225.84) = $17,152.70$ Cost/MBF $$17,152.70$ / 530 MBF = $$32.36$ /MBF | \$32.36/MBF |
| (5.2H) Decommissioning | \$0.00 |
| (5.2H) Cost/MBF \$0.00/530 MBF = | \$0.00/MBF |
| (2.1-5.2H) Cost $($926.86 + $16,225.84 + $0.00) = $17,152.70$ | |
| Total Cost/MBF (Excluding Road Use) \$17,152.70/530 MBF = | \$32.36/MBF |

1) Road Use Fees - Amortization

Details

| R/W | | Rd Use | Vol | Road Use |
|--------|-------------|--------|-------|------------|
| Number | Road Number | Fee x | MBF = | Obligation |
| M-700 | 32-4-9.6(A) | 12.00 | 75 | \$900.00 |

Subtotal by agreement number

M-700 \$900.00

(1.1) Subtotal \$900.00

2) BLM Maintenance - Timber Haul

MAINTENANCE (2.1) ROCKWEAR (2.2)

Road Number A Surf Maint Vol and Segment N Type Mi x Fee x MBF = Maint Fee x MBF = Rkwear

(2.1) Subtotal \$0.00 (2.2) Subtotal \$0.00

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1) ROCKWEAR (3.2)

Subtotal of maintenance fees by agreement number:

Subtotal of rockwear fees by agreement number:

M-700 \$14.78

(3.1) Subtotal \$0.00

(3.2) Subtotal <u>\$14.78</u>

4) Other Maintenance Payments - USFS or Others Perform Maintenance

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

| Road No | Α | | RkWear | Vol | Total |
|----------------|-----|------|---------|-----|----------|
| and Segment | N | Mi | x Fee x | MBF | = RkWear |
| 32-4-4.0(A) | Α | 0.11 | 0.00 | 62 | \$0.00 |
| 32-4-4.0(A-B1) | Α | 3.10 | 0.73 | 62 | \$140.31 |
| 32-4-22.0(A1-3 |) A | 1.70 | 0.73 | 62 | \$76.94 |
| 32-4-20.0(A) | Α | 0.10 | 0.00 | 38 | \$0.00 |
| 32-4-20.1(A-C) | Α | 1.51 | 0.73 | 38 | \$41.89 |
| 32-4-7.0 | Α | 0.97 | 0.73 | 38 | \$26.91 |
| 32-4-7.0 | Α | 1.24 | 0.73 | 139 | \$125.82 |
| 32-4-8.1(B) | Α | 0.49 | 0.73 | 26 | \$9.30 |
| 32-4-8.1(A) | Α | 0.38 | 0.73 | 101 | \$28.02 |
| 32-4-17.3 | Α | 0.26 | 0.73 | 118 | \$22.40 |
| 32-4-17.2 | Α | 0.61 | 0.73 | 40 | \$17.81 |
| 32-4-17.0(A) | Α | 0.54 | 0.73 | 430 | \$169.51 |
| 32-4-17.0(B) | Α | 0.33 | 0.73 | 430 | \$103.59 |
| 32-4-17.0(B) | Α | 0.31 | 0.73 | 299 | \$67.66 |
| 32-4-17.0(B) | Α | 0.62 | 0.73 | 181 | \$81.92 |

(5.1) Subtotal \$912.08

Purchaser Operational Maintenance

Move In

| No | Mo | ove (| Cos | st/ | Di | st | | Sub- | | |
|-------------|----|-------|-----|-----|-------|-----|---|--------|-------|--------|
| Equipment | | Units | х | in | x 50 | Μi | Х | Factor | · = | total |
| Motor Grade | r: | 1 | | 3 | \$414 | .00 | | 1.00 | \$1,2 | 242.00 |
| Back Hoe: | | 1 | | 3 | \$308 | .00 | | 1.00 | \$9 | 924.00 |
| Loader: | | | | | \$414 | .00 | | 0.63 | | \$0.00 |
| Water Truck | : | 1 | | 3 | \$96 | .00 | | 1.00 | \$2 | 288.00 |
| Dump Truck: | | | | | \$91 | .00 | | 0.63 | | \$0.00 |
| Excavator: | | | | | \$414 | .00 | | 0.63 | | \$0.00 |
| Roller: | | 1 | | 3 | \$414 | .00 | | 1.00 | \$1,2 | 242.00 |
| | | | | | | | | | | |

(5.2A) Total \$3,696.00

Culvert Maintenance - Including Catch basins and Downpipes

8 \$383.34
$$\frac{\text{Miles } \times \text{Cost/Mi}}{\$3,066.72}$$
 = Subtotal

(5.2B) Total \$3,066.72

Grading (Includes Ditches and Shoulders)

| Miles | X | Cost/Mi | x Freq | = Subtotal | | |
|-------|-----|---------|--------|------------|---|------------|
| Blade | w/ | Ditch: | 8.00 | \$708.54 | 1 | \$5,668.32 |
| Blade | w/o | Ditch: | 0.00 | \$434.19 | 0 | \$0.00 |

(5.2C) Total \$5,668.32

Slide and Slough removal, Slump Repair (15 sta-yds. ea.)

| Type | No Slides | | Hours | Equip | |
|-----------|-----------|---|-------|----------|------------|
| Equipment | /Slumps | x | Each | x Cost | = Subtotal |
| Grader: | 2 | | 2 | \$142.72 | \$570.88 |
| Loader: | 0 | | 0 | \$102.93 | \$0.00 |
| Backhoe: | 2 | | 2 | \$87.60 | \$350.40 |

(5.2D) Total \$921.28

Dust Palliative (Water)

Spreading Hours

| | No | | Freq | | Truck | | | | | | |
|---------------|-------|---|------|---|-------|---|------|---|------|---|-------|
| | Miles | / | MPH | = | Hours | х | Days | x | /Day | = | Hours |
| | 6.00 | | 5 | | 1.2 | | 30 | | 1 | | 36 |
| Load & Haul = | | | | | 0.0 | | 0 | | 0 | | 0 |
| Total Hours = | | | | | 36 | | | | | | |

Truck Cost: $$79.82/Hr. \times 36.0 \text{ Hours} = $2,873.52$

(5.2E) Total \$2,873.52

Surface Repair (Aggregate)

(5.2F) Total \$0.00

Other

| Fallen Timber Cutting: Brush Cutting/Tree Trimming: | 0.0 Hours x \$0.00/Hour 0.0 Hours x \$0.00/Hour | =\$0.00 =\$0.00 |
|---|--|--------------------|
| Oil/Asphalt Materials: | Lump Sum | =\$0.00 |
| Signing for Dust Palliatives: | Lump Sum | =\$0.00 |
| | Lump Sum | =\$0.00 |

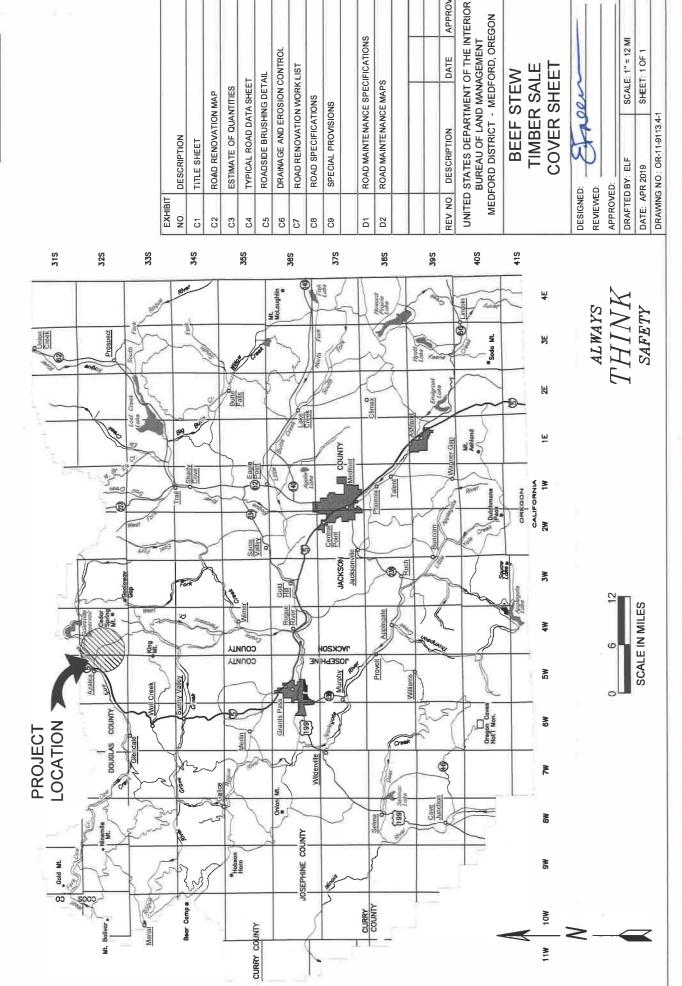
(5.2G) Total <u>\$0.00</u>

Decommissioning

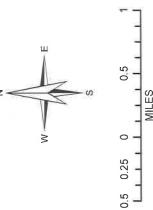
(5.2H) Decommissioning Total \$0.00

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

TRACT NO. <u>ORM07-TS-2019.0021</u> **BEEF STEW TIMBER SALE EXHIBIT C1**



APPROV



AND BY OWNERSHIP

ROADS BY SURFACE TYPE

TIMBER SALE UNITS

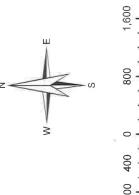
PURCHASER RENOVATIONS



| APPROV | INTERIOR | ENT | OREGON |
|-------------|---|---------------------------|------------------------------------|
| DATE | AENT OF THE | MANAGEM | MEDFORD, (|
| DESCRIPTION | NITED STATES DEPARTMENT OF THE INTERIOR | BUREAU OF LAND MANAGEMENT | MEDFORD DISTRICT - MEDFORD, OREGON |
| > | Ë | | ME |

ROAD RENOVATION MAP BEEF STEW TIMBER SALE OVERALL SALE AREA

SHEET: 1 OF 4







TIMBER SALE UNITS

PURCHASER RENOVATIONS

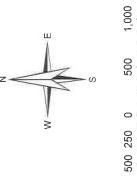


| APPROV | OF THE INTERIC | AGEMENT | ORD, OREGON |
|-------------|--|---------------------------|------------------------------------|
| DATE | JENT (| MAN | MEDF |
| DESCRIPTION | UNITED STATES DEPARTMENT OF THE INTERIOL | BUREAU OF LAND MANAGEMENT | MEDFORD DISTRICT - MEDFORD, OREGON |
| EV | UNITED | | MEDF |

ROAD RENOVATION MAP **BEEF STEW TIMBER SALE**

STARVOUT WHITEHORSE DIVIDE

SHEET: 2 OF 4



16



AND BY OWNERSHIP Legend

BLM NON-BLM

ROADS BY SURFACE TYPE

Bituminous

Aggregate

Natural

Unknown

T32S R04W

32-4-20.0

20

PURCHASER RENOVATIONS TIMBER SALE UNITS





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

ROAD RENOVATION MAP **BEEF STEW TIMBER SALE** FIZZLEOUT CREEK

DRAFTED BY: ELF

32-4-20.2

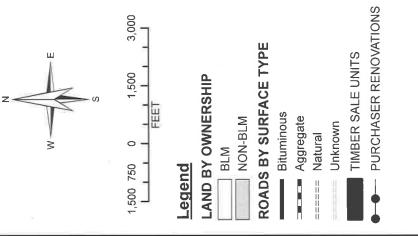
32-4-20.0

28

SHEET: 3 OF 4

DATE: APR 2019

EXHIBIT C2-4





| BEEF STEW TIMBER SALE ROAD RENOVATION MAP WHITEHORSE CREEK |
|--|
| BEEF STEW TIMBER SALE |
| MEDFORD DISTRICT - MEDFORD, OREGO |
| BUREAU OF LAND MANAGEMENT |

SHEET: 4 OF 4

EXHIBIT C3

| | | | | | EXCAVATION | ATION | | | | RAINAGE | AGE | | | | RE | RENOVATION | Z Z | ⋖ | AGGREGATE | SATE | | | | | MISC | Ö | |
|------------------|----------------|--------|---------|------------------|-------------------|-------|-----|-----------|------|------------------|--------|----------|-----------|-----|--------------|--------------|--------|------------|----------------------|--------------|-----|----------------------|---------------------|----------|------|--------------|-------------|
| | | | | | | | ဗ | CORRUGATE | GATE | D METAL | TAL | PIPE 1 | 16 GA | | | | NO | | | | | NC | - | | - | S | 1 |
| | | | | | | ı | | SIZE | | | _ | DOWN | DOWNSPOUT | | (| | ITA: | | _ | | | 3 | Nido | URT | TOL | | SNO SNO |
| ROAD | | | i | CLEARING | Ж | NOM | | | | SMO | | ROUND | ROUND | 20 | 3A05 | ra3/ | SIFIC | _, 13 | 3 | AIRE | 420 | OSID SIFIS | CHIL | SNC | STRI | S | CO |
| NUMBER | FROM (M.P.) | (M.P.) | (MILES) | (MILES) GRUBBING | восі | сом | 18" | 24" 3 | 30 | <u>4</u> 0813 | 18 | 24" | 18" | 24" | RESH SURF | DITC CULY | SCAF | PIT RUN | SPSE BASE SOCI | IRO8 ITAM | 되게 | JIOS BATS IAOA | BRUS AND RESP | NATI | CON | CHEC BWb. | NMA OR R |
| SPECIFICATION NO | NO. | | A | 200 | 36 | 300 | | | | 400 | 0 | | | | | 200 | | 200 | 1000 | | Ì | 1800 21 | 2100 | | 8000 | 0 | |
| UNITS | MP | MP | MILE | ACRE | ζ | ζ | 님 | 님 | 님 | F EA | A F | <u>"</u> | 5 | 님 | MILE | MILE | MILE | ζ | Շ | Շ | C | ACRE M | MILE | EA EA | A E | Æ | A |
| 32-4-17.0(A-B) | 0.00 | 1.80 | 1.80 | | | | | | | | | | | | 1.80 | 1.80 | | | | | | _ | 1.80 | | | | |
| 32-4-17.2 | 0.00 | 0.61 | 0.61 | | | | | | | | | | | | 0.61 | 0.61 | | | | | | 0 | 0.61 | | | | |
| 32-4-17.3 | 00.00 | 0.26 | 0.26 | | | | | | | | _ | | | | 0.26 | 0.26 | | | | | | 0 | 0.26 | | | | |
| 32-4-7.0 | 1.67 | 3.88 | 2.21 | | | | | | | | | | | | 2.21 | 2.21 | | | | | | 2 | .21 | _ | | | |
| 32-4-8.1(A-B) | 00.00 | 0.87 | 0.87 | | | | | | | | | | | | 0.87 | 0.87 | | | | | | 0 | 78.0 | | _ | | |
| 32-4-9.6(A) | 0.00 | 0.27 | 0.27 | | | | | | | | | | | | 0.27 | 0.27 | | | | | | 0 | 27 | | | | |
| | | | | | | | | - | | _ | _ | | | | | | | | | | | | | | | | |
| 32-4-20.0(A) | 00.00 | 0.10 | 0.10 | | | | | | | | _ | _ | | | 1 | 0.10 | | | | | | 0 | 0.10 | | - | | |
| 32-4-20.1(A-C) | 0.00 | 1.51 | 1.51 | | | | | | | | | | | | 1.51 | 1.51 | | | | | | - | 13: | \vdash | Н | | |
| 32-4-4.0(A-B1) | 0.00 | 3.21 | 3.21 | | | | | | | - | | | | | 3.10 | 3.21 | | | | | | - m | 3.21 | - | + | ო | |
| 32-4-22.0(A1-3) | 00:00 | 1.70 | 1.70 | | | | | | | | | | | | 1.70 | 1.70 | | | | | | - | 1.70 | H | Н | 4 | |
| TOTALS | | | 12.54 | | | | | _ | + | + | | | | | 12.33 | 12.54 | | | | | | 12 | 12.54 | + | + | ^ | |

RENOVATION NOTES

1. ROADS LISTED FOR SURFACE RESHAPING SHALL CONSIST OF BLADING, WATERING, & ROLLING PER CONTRACT SPECIFICATIONS & DRAWINGS.

2. DITCH/CULVERT CLEANING SHALL CONSIST OF DITCH BLADING AND RESHAPING.
CLEARING DEBRIS, VEGETATION, SEDIMENT, ROCK AND ALL OTHER MATERIAL HINDERING THE FLOW OF RUNOFF PER CONTRACT SPECIFICATIONS & DRAWINGS.

AGGREGATE GRADATION REQUIREMENTS

| 00 | GRADATION | C,C-1 | D,D-1 | E,E-1 | |
|------------------|-----------|------------|---------|----------|------------|
| ITEM 1200 | SIZE | 1 1/2 inch | 1 inch | 3/4 inch | |
| 000 | GRADATION | A,C,F | B,D,G,H | | |
| ITEM 1000 | SIZE | 3 inch | 2 inch | | |
| | GRADATION | ∢ | 8 | ပ | ۵ |
| ITEM 900 | SIZE | 4 inch | 3 inch | 2 inch | 1 1/2 inch |

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT - MEDFORD, OREGON
BEEF STEW
TIMBER SALE
ESTIMATE OF QUANTITIES

APPROV.

DATE

DESCRIPTION

REV NO.

TIMBER SALE
ESTIMATE OF QUANTITII

DRAFTED BY: ELF

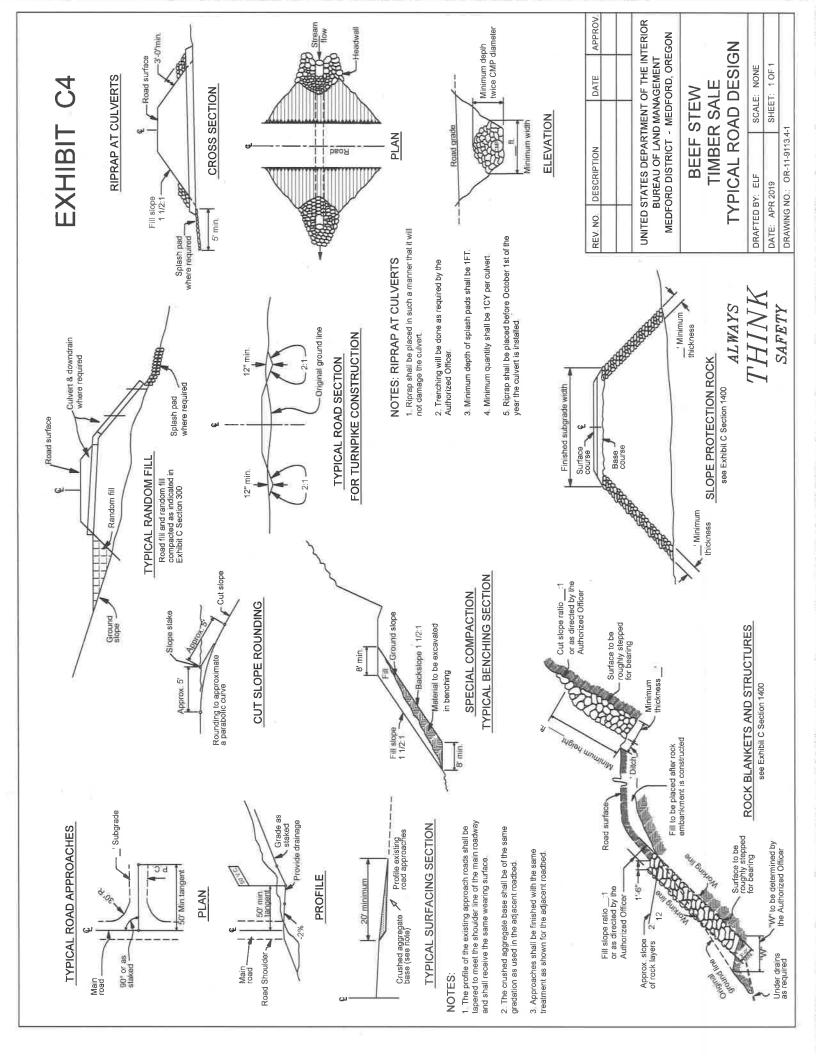
DATE: 'APR 2019

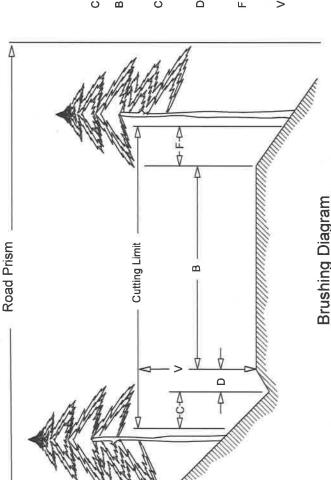
DRAWING NO: OR-11-9113.4-1

ALWAYS THINK

SAFETY

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





Cutting Limit = C + D + B + F

B = Road Bed Subgrade (includes all turnouts)Horizontal flush cut all vegetation to max. height of 1" above running surface.

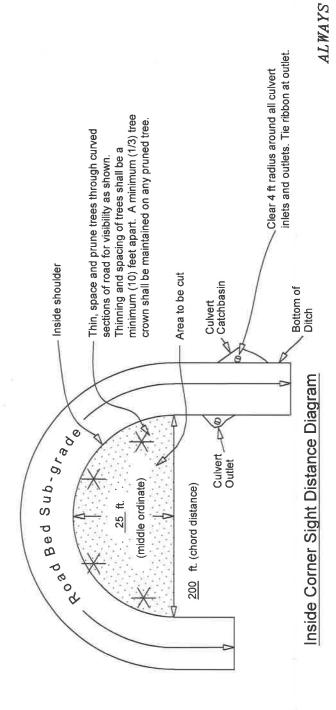
C = 4 ft - Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 6" above ground.

D = Centerline of ditch to inside shoulder.

Cut all vegetation to max. height of 1" above ground.

F = 4 ft - Distance to be brushed on fill slope beyond outside shoulder hinge point Cut all vegetation to max. height of 6" above ground.

V = 14 ft - Height of vertical cutting limit

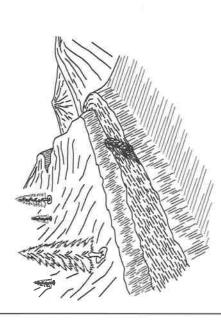


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| MEDF | MEDFORD DISTRICT - MEDFORD, OREGON | ORD, ORE | GON |

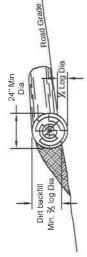
| BEEF STEW TIMBER SALE ROADSIDE BRUSHING DET | | |
|---|--|--|
|---|--|--|

| DRAFTED BY: ELF | SCALE: NONE |
|----------------------------|---------------|
| DATE: APR 2019 | SHEET: 1 OF 1 |
| DRAWING NO.: 0R-11-91134-1 | T- |

SAFETY



LOG BARRICADE



- Log barricade shall be constructed as shown above.
 - 2. Exact location is listed in Roads Work List.
- 3. All barricades shall be skewed 30 degrees.
- 4. The length shall be sufficient to extend from the cut bank to the fill slope.
 - The minimum small end diameter of the log barricade shall be 24".

WATER BAR SPACING* BY EROSION CLASS^

| ROAD | HIGH | MODERATE | LOW |
|-------|------|----------|------|
| % | FEET | FEET | FEET |
| 2-5 | 200 | 300 | 400 |
| 6-10 | 150 | 200 | 300 |
| 11-15 | 100 | 150 | 200 |
| 16-20 | 75 | 100 | 150 |
| 21-35 | 50 | 75 | 100 |
| 35+ | 50 | 50 | 50 |

 Spacing is determined by slope distance and is the maximum allowed for the grade,

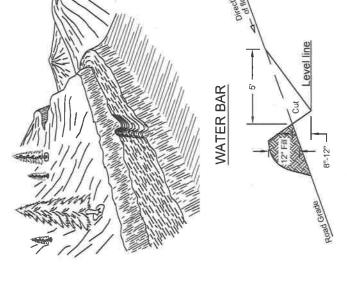
Spacing is determined by slope distance and is the maximum allowed for the grade.

The erosion classes include the following rock types: High: Grantle, sandstone, andesite porphyry, glacial or alluvial deposits, soft matrix conglomerate, volcanic ash, and purpolastics.

Moderate: Basalt, andesite, quartzite, hard matrix

conglomerate, and rhyolite.

Low: Metasediments, metavolcanics, and hard shale



ARMOR FILL SLOPE WITH CLASS 2 RIPRAP MATERIAL AT OUTLET. (3 CYS)

WATER DIP

EXHIBIT C6-1

- Water bars shall be constructed as shown above.
 Exact location will be flagged by the Authorized
 - Exact location will be liagged by the Author Officer prior to construction.
- 3. All water bars shall be skewed 30 degrees.
- Upon completion of skidding logs, for the logging season, each skid road will have cross drainage constructed as shown above.

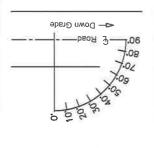
15. Nater dips shall be constructed as shown above. 2. Exact location is listed in Roads Work List. 3. All water dips shall be skewed 30 degrees. 4. The length shall be sufficient to extend from the cut bank to the fill slope. 5. Armor outlet of water dip on fill slope. Riprap material will be securely placed at outlet a minimum of 10 LF wide by 8 LF down fill slope by 1 FT in depth. Key-in toe of Riprap apron for stability. 6. Seed and mulch fill slope upon completion to stabilize side-cast material. See Slope Protection specifications.

SKEW DIAGRAM

SANDY LOAM DECOMPOSED CLAY & LOAM GRANITE/SAND SILTY SOILS

ROAD

WATER DIP SPACING*



1200-600

2000-1000

2-3

FEET

FEET

FEET

300-200

1200-600

550-450 450-300

8-10

200-100

450-350 350-200 100

200-150

300-250

16+

ALWAYS THINI SAFETY

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| | | | |

3

BEEF STEW TIMBER SALE DRAINAGE & EROSION CONTROL DETAILS

STRAW BALE CHECK DAM ASSEMBLY HYDROLOGIC POINT OF CONCERN (HPOC). SEE NOTES BELOW FOR DISTANCE BETWEEN HYDROLOGIC POINT OF CONCERN TO CHECK DAM ASSEMBLY DITCH FLOW LINE EDGE OF ROAD ROAD SURFACE 2 WOODEN OR REBAR STAKES DRIVEN THROUGH EACH BALE (TYPICAL) DAM ASSEMBLY STRAW BALE CHECK

EX. ROAD SURFACE

2 WOODEN OR REBAR STAKES DRIVEN THROUGH EACH BALE (TYPICAL)

> EX. CUT BANK

SAGARAN BOOK OF PROPERTY.

DITCH LINE EXTENTS

EXHIBIT C6-2

PLAN

NOTES: 1. All straw bales will be from a weed free certified source.

2. Hydrologic Points of Concern (HPOC) are natural drainage features (ie. streams, creeks, draws) that intersect with existing or proposed roads.

SECTION A-A

DAM ASSEMBLY, ENSURING PROPER SEDIMENT FILTRATION

NO GAPS BELOW CHECK

- 3. If the HPOC is a bridge spanning across a noted or listed critical fish habitat (Coho) waterway, install check dam assembly, or other approved BMP, in road ditch line 150 LF up-grade from top of creek bank or edge of bridge.
- 4. If the HPOC is a draw culvert, install check dam assembly, or other approved BMP, in road ditch line 100 LF up-grade from inlet of culvert.

INSTALLATION NOTES:

- 1. Do not construct the check dam assembly more than one bale high.
- Bales shall be placed tightly together and snug to the ground to ensure no gaps between bales or underneath the assembly.
- 3. Securely anchor the bales in place with two wooden or rebar stakes driven through the bales. Drive the stakes in the second bale toward the previously laid bale to force the bales tightly together. Ensure stakes are driven 12 inches minimum into the ground.
- The assemblies do not need to be anchored if the terrain is relatively flat, less than 2% ditch line

INSPECTION/MAINTENANCE NOTES:

- Inspect each assembly before, during, and after each rain event.
- Repair and/or replace damaged assemblies or decomposed bales promptly. Replacement bales shall be in good condition to ensure sediment trapping.
- Trapped sediment shall be removed when it reaches 6-8 inches in depth.
- Sediment shall be removed and placed in a stable area outside of wetlands, riparian reserves, floodplains, and waters of the State.

ALWAYS THINK DRA SAFETY

| REV NO | REV. NO. DESCRIPTION | DATE | APPROV |
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| BEEF ST | DRAINAGE & EROSION |
|---------|--------------------|
| TIMBER | CONTROL DETAILS |

| DRAFTED BY: ELF | SCALE: NONE | NONE |
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| DATE: APR 2019 | SHEET: 2 OF 2 | 2 OF 2 |
| DRAWING NO: OR-11-9113.4-4 | 4 | |
| | | |

Page 1 of 4

Road Renovation Work List

ABC = Aggregate Base Course

CY = Cubic Yard

CMP = Corrugated Metal Pipe

GRR = Grid Rolled Rock

NAT = Natural Road Surface PRR= Pit Run Rock

This work list consists of work to be performed to the road <u>prior</u> to its use. All work shall comply with the contract specifications and drawings.

STARVEOUT WHITEHORSE DIVIDE AREA

32-4-17.0(A-B) - Koehler Road

| <u>MP</u> | <u>Description</u> |
|-----------|---|
| 0.00 | Jct w/ Starvout Creek Road (County). Begin road renovation which includes reshaping road |
| | surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch |
| | lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside |
| | culverts; and roadside brushing. |
| 0.19 | Jct w/ private driveway on left. |
| 0.24 | Jct w/ private driveway on left. |
| 0.37 | Unit 17-1C boundary on left. |
| 0.41 | Unit 17-1C boundary on left. |
| 0.54 | Jct with 32-4-17.1 Rd on right. |
| 0.64 | Unit 17-1C boundary on left. |
| 0.83 | Unit 17-1C boundary on left. |
| 0.87 | Jct w/ 32-4-17.2 Rd on left. |
| 0.97 | Unit 17-1B boundary on right. |
| 1.14 | Unit 17-1B boundary on right. |
| 1.18 | Jct w/ 32-4-17.3 Rd on right. |
| 1.68 | Unit 17-4 boundary on left. |
| 1.80 | End road renovations. Unit 17-4 boundary on left. Jct w/ 32-4-7.0 Rd on left and right. |

<u>32-4-17.2 – Quartz Creek Spur B</u>

| <u>MP</u> | <u>Description</u> |
|-----------|--|
| 0.00 | Jct w/ 32-4-17.0 Rd on left and right. Begin road renovation which includes reshaping road |
| | surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; |
| | clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and |
| | roadside brushing. |
| 0.58 | Unit 17-4 boundary on right. |
| 0.61 | End road renovations. Unit 17-4 boundary on right. Private Gate. |

32-4-17.3 – Quartz Creek Spur C

| <u>MP</u> | <u>Description</u> |
|-----------|--|
| 0.00 | Jct w/ 32-4-17.0 Rd on left and right. Begin road renovation which includes reshaping road |
| | surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; |
| | clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and |
| | roadside brushing. |
| 0.19 | Unit 17-1B boundary on right. |
| 0.26 | End road renovations. Unit 17-1B boundary on right. |
| | |

<u>32-4-7.0 – Starveout Whitehorse Divide Road</u>

| 1411 | Description |
|------|--|
| 1.67 | Jct w/ 32-4-17.0 Rd on right. Begin road renovation which includes reshaping road surface |
| | (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; |

Beef Stew Timber Sale Exhibit C7

Page 2 of 4

| clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; |
|--|
| and roadside brushing. |

| | and roadside ordshing. |
|------|--|
| 1.87 | Jct w/ Spur Rd on left. |
| 2.01 | Jct w/ 32-4-8.2 Rd on right and 32-4-8.3 Rd on left. |
| 2.18 | Unit 8-6 boundary on right. |
| 2.21 | Unit 8-6 boundary on right. |
| 2.29 | Jct w/ private road on left. |
| 2.88 | Jct w/ private road on left. |
| 2.91 | Jct w/ 32-4-8.1 Rd on right. |
| 3.68 | Unit 9-22 boundary on left. |
| 3.80 | Unit 9-22 boundary on left. |
| 3.84 | Unit 9-22A boundary on left. |
| | |

End road renovations. Unit 9-22A boundary on left.

32-4-8.1(A-B) - Starveout Whitehorse P Spur

3.88

| MP Description | |
|----------------|---|
| 0.00 | Jct w/ 32-4-7.0 Rd on left and right. Begin road renovation which includes reshaping road |
| | surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch |
| | lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside |
| | culverts; and roadside brushing. |
| 0.38 | Jct w/ 32-4-9.6 Rd on right. |
| 0.48 | Jct w/ private road on right. |
| 0.79 | Unit 9-19 boundary on left. |
| 0.87 | End road renovations. Unit 9-19 boundary on left. |

32-4-9 6(A) - RRC Private Ridge Road

| 32-4-9.0(A) - KKC I IIvate Kluge Koau | |
|---|--|
| <u>Description</u> | |
| Jct w/ 32-4-8.1 Road on left and right. Begin road renovation which includes reshaping road | |
| surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch | |
| lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside | |
| culverts; and roadside brushing. | |
| Unit 9-24 boundary on left. | |
| End road renovations. Unit 9-24 boundary on left. | |
| | |

<u>FIZZLEOUT CREEK AREA</u> 32-4-20.0(A) – Starveout Creek Road

| | <u>Description</u> | |
|---|--|--|
| <u>MP</u> | | |
| 0.00 End Starvout Creek Road (County Rd) and begin BST road renovation which includes c | | |
| | and reshaping ditch lines; clearing all culvert inlets and outlets; cleaning all debris or | |
| | obstructions from inside culverts; and roadside brushing. | |
| 0.10 | Jct w/ 32-4-20.1 Rd on left. End road renovations. | |
| | | |

32-4-20.1(A-C) – Fizzleout Creek Road

| <u>MP</u> | <u>Description</u> |
|-----------|---|
| 0.00 | Jct w/ 32-4-20.0 Rd on left and right. Begin road renovation which includes reshaping road surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; |
| | clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and |
| | roadside brushing. |
| 0.29 | Jct w/ private driveway on left. |
| 0.65 | Jct w/ 32-4-20.2 Rd on right. |
| 0.74 | Jct w/ private road on left. |
| 1.13 | Jct w/ 32-4-21.1 Rd on right. |
| | |

- Unit 21-12 boundary on left and right. 1.37
- End road renovations. Unit 21-12 boundary on left and right. 1.51

<u>WHITEHORSE CREEK AREA</u> 32-4-4.0(A-B1) – Whitehorse Creek Road

| 32-4-4.0(A-B1) – Whitehorse Creek Road | |
|--|--|
| \mathbf{MP} | <u>Description</u> |
| 0.00 | Jct with Upper Cow Creek Road (County Rd). Begin BST road renovation which includes |
| | clearing and reshaping ditch lines; clearing all culvert inlets and outlets; cleaning all debris or |
| | obstructions from inside culverts; and roadside brushing. |
| 0.09 | Bridge at Cow Creek crossing. This creek crossing is noted for listed fish habitat protection |
| | (Coho) as well as a Hydrologic Point of Concern: Install check dams, or other approved BMP's, |
| | per contract specifications and Exhibit C6-2. The Purchaser shall ensure all erosion and |
| | sediment control measures, BMP's, are in place prior to any hauling operations. This site shall |
| 0.11 | be inspected/accepted in writing by the Contracting Officer or project engineer. |
| 0.11 | Jct w/ private road on left. End of BST. Begin ASC road renovation which includes reshaping |
| | road surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch |
| | lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside |
| 0.26 | culverts; and roadside brushing. |
| 0.36 | Jct w/ private road on left and right. |
| 0.72 | Jct w/ 32-4-9.0 Rd on left. |
| 1.52 | Existing 36" CMP at Whitehorse Creek trib. Hydrologic Point of Concern: Install check dams, or other approved BMP's, per contract specifications and Exhibit C6-2. |
| 2.67 | Jct w/ 32-4-15.0 Rd on left. |
| 2.73 | Existing Metal Arch Pipe at Whitehorse Creek crossing. This creek crossing is noted for listed |
| | fish habitat protection (Coho) as well as a Hydrologic Point of Concern: Install check dams, or |
| | other approved BMP's, per contract specifications and Exhibit C6-2. The Purchaser shall |
| | ensure all erosion and sediment control measures, BMP's, are in place prior to any hauling |
| | operations. This site shall be inspected/accepted in writing by the Contracting Officer or project |
| | engineer. |
| 2 21 | End road ranguations. Let w/ 22 4 22 0 Pd on left |

End road renovations. Jct w/ 32-4-22.0 Rd on left. 3.21

32-4-22.0(A1-A3) - Whitehorse Spur

| 32-4-22.U(A1 | <u>52-4-22.0(A1-A5) – Willienorse Spur</u> | |
|--------------|--|--|
| <u>MP</u> | <u>Description</u> | |
| 0.00 | Jct w/ 32-4-4.0 Rd on left and right. Begin road renovation which includes reshaping road surface | |
| | (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; clearing | |
| | all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and roadside | |
| | brushing. | |
| 0.03 | Jct w/ tie-road connecting back to 32-4-4.0 Rd on right (<i>Y-intersection</i>). | |
| 0.05 | Existing Metal Arch Pipe at Whitehorse Creek crossing. This creek crossing is noted for listed | |
| | fish habitat protection (Coho) as well as a Hydrologic Point of Concern: Install check dams, or | |
| | other approved BMP's, per contract specifications and Exhibit C6-2. The Purchaser shall | |
| | ensure all erosion and sediment control measures, BMP's, are in place prior to any hauling | |
| | operations. This site shall be inspected/accepted in writing by the Contracting Officer or project | |
| | engineer. | |
| 0.08 | Jct w/ private road on left. | |
| 0.60 | Existing 30" CMP at Whitehorse Creek trib. Hydrologic Point of Concern: Install check dams, | |
| | or other approved BMP's, per contract specifications and Exhibit C6-2. | |
| 0.61 | Jct w/ 32-4-23.2 Rd on left (1 st leg of Y-intersection). | |
| 0.63 | Jct w/ 32-4-23.2 Rd on left (2^{nd} leg of Y-intersection). | |
| 0.87 | Existing 48" CMP at Whitehorse Creek crossing. This creek crossing is noted for listed fish | |
| | habitat protection (Coho) as well as a Hydrologic Point of Concern: Install check dams, or other | |
| | approved BMP's, per contract specifications and Exhibit C6-2. The Purchaser shall ensure all | |
| | | |

Beef Stew Timber Sale Exhibit C7

Page 4 of 4

| | erosion and sediment control measures, BMP's, are in place prior to any hauling operations. |
|------|--|
| | This site shall be inspected/accepted in writing by the Contracting Officer or project engineer. |
| 0.88 | Jct w/ spur road on right. |
| 1.00 | Jct w/ 32-4-23.1 Rd on right. |
| 1.04 | Jct w/ 32-4-23.0 Rd on right. |
| 1.05 | Existing 48" CMP at Whitehorse Creek crossing. This creek crossing is noted for listed fish |
| | habitat protection (Coho) as well as a Hydrologic Point of Concern: Install check dams, or other |
| | approved BMP's, per contract specifications and Exhibit C6-2. The Purchaser shall ensure all |
| | erosion and sediment control measures, BMP's, are in place prior to any hauling operations. |
| | This site shall be inspected/accepted in writing by the Contracting Officer or project engineer. |
| 1.52 | Unit 23-8 boundary on left. |
| 1.70 | End road renovations. Unit 23-8 boundary on left. |

Sale Name: Beef Stew TS

Page **1** of **12**

ROAD RENOVATION AND IMPROVEMENT SPECIFICATIONS

TABLE OF CONTENTS

| SECTION | DESCRIPTION |
|---------|---|
| 100 | General |
| 500 | Renovation and Improvements of Existing Roads |
| 600 | Watering |
| 1700 | Erosion Control |
| 1800 | Soil Stabilization |
| 2100 | Roadside Brushing |
| | |

Sale Name: Beef Stew TS

Page 2 of 12

GENERAL - 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of any work or harvesting operations. The Purchaser shall request the conference at least 48 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractor(s).

102 - Definitions:

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

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

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

Sale Name: Beef Stew TS

Page 3 of 12

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

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

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

<u>Nonwoven Geotextile Material</u> - A textile structure produced by bonding or interlocking of fibers, or both, accomplished by mechanical or chemical means.

Overhaul - Distance excavated material is transported in excess of the distance included in the cost for excavation.

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

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

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

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

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

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

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

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

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

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

<u>Reinforcement</u> - Strengthening of concrete with iron bars or mesh: geotextile with geotextile material inclusion: subgrade with aggregate: etc.

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

Sale Name: Beef Stew TS

Page 4 of 12

Road Centerline - The longitudinal center of a roadbed.

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

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

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

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

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

Timber - Standing trees, downed trees, or logs which can be measured in board feet.

Sale Name: Beef Stew TS

Page **5** of **12**

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

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

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

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

<u>Unaged Cloth</u> - Cloth in condition received from the manufacturer or distributor.

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

102a - Tests Used in These Specifications

aggregate.

soil.

AASHTO T 180

AASHTO T 191

AASHTO T 205

| Tests Used in These | e Specifications: |
|---------------------|--|
| AASHTO T 11 | Quantity of rock finer than No. 200 sieve. |
| AASHTO T 27 | Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation. |
| AASHTO T 89 | Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state. |
| AASHTO T 90 | Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil. |
| AASHTO T 96 | Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine. |
| AASHTO T 99 | Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers. |
| AASHTO T 176 | Shows relative portions of fine dust or claylike materials in soil or graded |

proctor but uses a 10-lb rammer & 18-inch drop.

(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99

<u>Sand Cone.</u> Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.

Rubber balloon. Density of soil in place. Use for compacted or firmly bonded

Sale Name: Beef Stew TS

Page 6 of 12

AASHTO T 210 Durability of aggregates based on resistance to produce fines.

AASHTO T 224 Correction for coarse particles in the soil.

AASHTO T 310 Determination of density of soil and soil-aggregates in place by nuclear

methods.

AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter,

quartering, or miniature stockpile sampling.

ASTM D 4564 Determination of relative density of cohensionless soils.

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

- 103 Compaction equipment shall meet the following requirements:
- Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

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

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

Page 7 of 12

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications. This work shall include the removal and disposal of slide material in accordance with these specifications.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 503 Debris from slides/slumps shall be disposed of at approved waste disposal locations as shown on the plans and as directed by the Authorized Officer.
- Existing road surfaces shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103f, 103g, and 103i.
- Minimum compaction required shall be 1 hour of continuous rolling for each 3 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- The inlet end of all existing drainage structures shall be cleared of vegetative debris and boulders that obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- Vegetation encroaching on the roadbed and the drainage ditches of existing roads shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.
- The finished grading shall be approved in writing by the Authorized Officer 5 days prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days' notice prior to final inspection of the grading operations.

Sale Name: Beef Stew TS

Page **8** of **12**

WATERING - 600

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

Sale Name: Beef Stew TS

Page 9 of 12

EROSION CONTROL – 1700

- 1701 This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical details shown on the plans.
- 1704 The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of Section 1800.
- 1705 The surface area of erodible earth material exposed at any one time by clearing and grubbing shall not exceed 21,780 square feet (0.5 acres) after October 15th without prior approval by the Authorized Officer.
- 1706 The surface area of erodible earth material exposed at any one time by excavation or fill shall not exceed 21,780 square feet (0.5 acres) after October 15th without prior approval by the Authorized Officer.
- 1707 Completed and partially completed segments of roads carried over the winter and early spring periods shall be stabilized by seeding and mulching in accordance with Section 1800.
- 1708a Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway using water bars, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.
- 1711 The Purchaser shall construct sediment check dams or other approved erosion control devices conforming to the requirements, locations, and details shown on the respective exhibits and on the plans.
- Where shown on the plans, the Purchaser shall provide erosion control measures for newly reconstructed ditches on steep grades which include but is not limited to, dumped stone, jute mesh, sod, check dams consisting of hay bales, and earth or stone. Width of protective lining or dam should extend far enough up the ditch slopes to effectively contain the runoff and prevent erosion and washout at the edges and prevent sediment from reaching live water.

Sale Name: Beef Stew TS

Page **10** of **12**

SOIL STABILIZATION - 1800

- 1801 This work shall consist of seeding and mulching on designated cut, fill, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is required for road acceptance under Section 18 of this contract.
- 1802a Soil stabilization work consisting of seeding and mulching shall be performed on new road construction, road renovation, landings, disturbed areas, and disposal sites in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal period (within the same calendar year):

| From: August 1st | To: October 15th |
|------------------|------------------|
|------------------|------------------|

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas and then complete the requirements of Soil Stabilization 1800 the next construction season.

The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

- 1803a The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1806a Additional soil stabilization work consisting of seeding and mulching may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Section 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Cost Schedule.
- 1808 Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser in the amounts specified under Subsection 1811 and applied in accordance with Subsection 1812.
- 1808a Straw mulch shall be certified weed free from commercial grain fields and native grass fields.

 Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.
- Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.

Sale Name: Beef Stew TS

Page 11 of 12

1811 - The Purchaser shall furnish and apply to 4.3 acres designated for treatment as shown on the plans and as specified under Subsections 1802a and 1806a, a mixture of grass seed and mulch material at the following rate of application:

Two Stage – Dry:

| Native Grass Seed | 20 lbs./acre |
|-------------------|-----------------|
| Mulch (weed free) | 2,000 lbs./acre |

The above proportion and application rate are subject to adjustment by the Authorized Officer during the application operation.

The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans and as specified under Subsections 1802a and 1806a, native grass seed and mulch material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.

Mulches shall be spread/placed in treatment areas to a depth of 2 inches to allow seed germination or as directed by the Authorized Officer. Treatment area will be covered evenly and completely. Mulch can be broadcast onto the soil surface by hand or with hand/mechanical operated spreaders.

- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1819 The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.
- No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 1824 Twine, rope, sacks, and other debris resulting from the soil-stabilization operations shall be picked up and disposed of to the satisfaction of the Authorized Officer.

Sale Name: Beef Stew TS

Page 12 of 12

ROADSIDE BRUSHING - 2100

- 2101 This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing shall be performed manually with hand tools, including chain saws.
- 2103 Vegetation cut less than 6 inches in diameter when measured at DBH shall be cut to a maximum height of 1 inch above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 1 inch area will be severed from the trunk.
- Vegetation shall be cut and removed from the road prism between 4 feet beyond the outside shoulders (down the fill slope) and 4 feet beyond the ditch centerline (up the cut-bank) and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. Limbs below the 1 inch area will be severed from the trunk. Sharp pointed ends on cut vegetation will not be permitted within road surface, including shoulders and turnout areas. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at DBH shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- Vegetative growth capable of growing 1foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet, whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- Vegetation 6 inches and smaller in diameter shall be chipped. Chips shall be scattered downslope from the roadway. Vegetation over 6 inches in diameter shall be removed from within the clearing limits by direction of the Authorized Officer. **Chips are never allowed on the road surface.**
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the current version of the Manual on Uniform Traffic Devices.

Exhibit C9

Sale Name: Beef Stew TS

Page 1 of 1

SPECIAL PROVISIONS

- 1. Before the initial start of road renovation, construction, reconstruction, or surfacing operations, or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer 48 hours in advance of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The Purchaser shall protect, and is responsible for, any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, as good or better condition than just prior to such damage occurring.
- 3. All disturbed soil shall be seeded and mulched. The Purchaser shall furnish and apply native grass seed and certified weed free straw mulch for soil stabilization operations. Seed and mulch shall be acquired from a BLM approved source.
- 4. All stream channel culverts and inlets shall be cleared and cleaned between **June 15**th **and September 15**th in accordance with Oregon Department of Fish and Wildlife (ODFW) in-stream work period guidelines.
- 5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the upstream side of a culvert to the downstream side of the culvert.
- 6. Roadside brushing cutting limits beneath or adjacent to bridges shall extend <u>8 feet</u> horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. Cut brush and trees shall be removed from beneath the bridge and from the stream channel.
- 7. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. All debris resulting from roadside brushing activities shall be manually cut and chipped. All culvert inlets and outlets shall be brushed for a radius of 4 feet.
- 8. While roadside brushing through private industry lands, conifer trees at the edges of the cleared area (see cutting limit, Exhibit C5) shall have the branches pruned rather than being felled.
- 9. All stumps, designated by the Authorized Officer, which would interfere with normal blading and road renovation operations (including turnouts), shall be removed in such a way as to not cause damage to the drainage ditch or the road bed. Stumps that are ground-down, shall be ground to a minimum of 3 inches below existing grade.

ROAD MAINTENANCE SPECIFICATIONS

TABLE OF CONTENTS

| SECTION | DESCRIPTION |
|---------|-------------------------|
| 3000 | General |
| 3100 | Operational Maintenance |
| 3200 | Seasonal Maintenance |
| 3300 | Final Maintenance |
| 3400 | Other Maintenance |

GENERAL MAINTENANCE - 3000

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

OPERATIONAL MAINTENANCE - 3100

- The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- Removal of bank slough and slide material includes placement of material at the nearest designated and suitable 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 as directed by the Authorized Officer.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen 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 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 the work, based on the current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made, as necessary, and no less than once per year when actual work is ongoing.

- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to 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 repair and replacement of eroded material exceeding 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 Road Cost Guide. Adjustments in purchase price for completed work shall be made, as necessary, and no less than once per year when actual work is ongoing.

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

The Purchaser shall also remove 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 cutting and chipping in accordance with Section 2100 of the Exhibit C.

The Purchaser shall avoid fouling gravel surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway, in or outside designated logging units, is not authorized without prior written approval by the Authorized Officer. Repairs required, that were caused by such skidding activities, are not considered maintenance and shall be repaired at the Purchaser's expense.

The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer.

SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1st 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 roads located in an area separate from the area where logging activities will resume.
- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

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

is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

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

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

OTHER MAINTENANCE - 3400

- The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.
- 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 or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one- half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds³ of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water source(s) selected by the Purchaser.

During drought periods when the transportation of water from the source to the roads noted above exceeds (20) 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

Exhibit D1 Sale Name: Beef Stew T.S. Page 6 of 9

lieu of watering based on equipment rental rates from the current BLM Road Cost Guide.

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

- The Purchaser may at his option and expense substitute lignin sulfonate or magnesium chloride 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 the 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.
- The Purchaser shall notify affected residents along the roads to be treated of the planned application of lignin sulfonate or magnesium chloride dust palliatives at least (3) days prior to the work. Warning signs shall be posted at key intersections to alert users that the road is being treated. All signs shall be removed by the Purchaser within thirty (30) days of treatment.
- Prior to the application of lignin sulfonate or magnesium chloride dust palliatives, the roadbed shall be bladed and shaped to remove surface irregularities and excess loose material. The prepared surface must be visibly moist and drying.
- A light application of water to promote penetration shall be made in advance of the application of the specified dust palliative to allow the drying process to begin and to eliminate any saturated surface conditions.
- 3406c The prepared roadbed shall be approved by the Authorized Officer prior to application of the specified dust palliative.
- The Purchaser shall furnish in duplicate, commercial certification signed by vendor of compliance with the lignin sulfonate or magnesium chloride dust palliatives material requirements specified under Subsection (3412b) (3412c). Commercial certification includes the date, identification number of truck or trailer, net mass, and brand name with each shipment. Also provide the net volume and specific gravity at 60 degrees F, percent solids by mass, and PH.
- Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.
- The Purchaser shall notify the Authorized Officer a minimum of (3) days in advance

of application of required dust palliative.

- The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.
- If used, lignin sulfonate or magnesium chloride dust palliatives shall only be applied when the atmospheric temperature is 45° F and steady or rising and when the weather is not foggy or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.
- If used, the Purchaser shall apply to the prepared roadbed specified under Subsection 3406, a lignin sulfonate or magnesium chloride dust palliative conforming to the material requirements of Subsection 3412b and 3412c. The rate of application shall be 0.3 gallons per yd² surface.

Applied materials not penetrating the road surface shall be blade mixed with additional water into the top 1 to 1½ inches of the surfacing at the Contractor's expense.

If required, the lignin sulfonate or magnesium chloride shall be field diluted within the application vehicle and be circulated at least 5 minutes to assure mixing. An air gap shall be provided between any water source and the materials being diluted. Accidental spills shall be contained to prevent entry in water courses or ponded water. The surface of adjacent structures and trees shall be protected from spattering or marring.

A wetting agent may be used in addition to the certified compound or mixed with the road surface preparation watering. A mix of less than 1:6000 is recommended.

Water used to dilute lignin sulfonate or magnesium chloride concentrate shall be clean and free of oil, salt, acid, alkali, vegetable matter, or any other substance that contaminates the finished product.

3412b Specifications for Lignin Sulfonate:

Lignin sulfonate shall be the chemical residue produced as a byproduct of the acid sulfite pulping process and supplied as a water solution. The base cation shall be ammonia, calcium, or sodium. The product shall be water soluble to allow field dilution. Dilute with water until the mixture contains a minimum 48 percent concentration with the following properties:

Solids 50% Specific gravity 1.25 PH, AASHTO T289 4.5 min.

Exhibit D1 Sale Name: Beef Stew T.S. Page 8 of 9

Ensure that the material does not exceed the following chemical constituents:

| phosphorous | 25.00 ppm |
|-------------|-----------|
| cyanide | 0.20 ppm |
| arsenic | 5.00 ppm |
| copper | 0.20 ppm |
| lead | 1.00 ppm |
| mercury | 0.05 ppm |
| chromium | 0.50 ppm |
| cadmium | 0.20 ppm |
| barium | 10.00 ppm |
| selenium | 5.00 ppm |
| zinc | 10.00 ppm |

Apply when the ambient air temperature is 45° F or above.

3412c Specifications for magnesium chloride:

The material shall consist of a brine containing 29 to 35 percent (magnesium chloride) (calcium chloride) by weight and 62 to 72 percent water by weight. Ensure that the material does not exceed the following chemical constituents:

| phosphorous | 25.00 ppm |
|-------------|----------------------|
| cyanide | 0.20 ppm |
| arsenic | 5.00 ppm |
| copper | 0.20 ppm |
| lead | 1.00 ppm |
| mercury | 0.05 ppm |
| chromium | 0.50 ppm |
| cadmium | 0.20 ppm |
| barium | 10.00 ppm |
| selenium | 5.00 ppm |
| zinc | 10.00 ppm |
| sulfate | 4.3 percent maximum |
| nitrate | 5.0 percent maximum. |

Exhibit D1

Sale Name: Beef Stew T.S.

Page 9 of 9

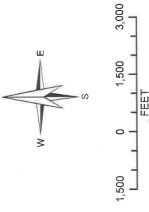
Concentration specifications for Magnesium chloride

(1) Magnesium chloride by mass
(2) Water by mass
(3) Specific gravity, AASHTO T 227
1.290 to 1.330

Apply when the ambient air temperature is 45° F or above.

Sampling of lignin sulfonate or magnesium chloride material may be required to validate certificates furnished by the Purchaser. When sampling is directed by the Government, the actual samples will be taken by the Purchaser or his representative in the presence of the Authorized Officer.

ROADS BY SURFACE TYPE TIMBER UNITS **EXHIBIT D2** Bituminous Aggregate NON-BLM Unknown Natural DRAFTED BY: ELF DATE: APR 2019 BLM Legend Jpper Cow Creek Rd



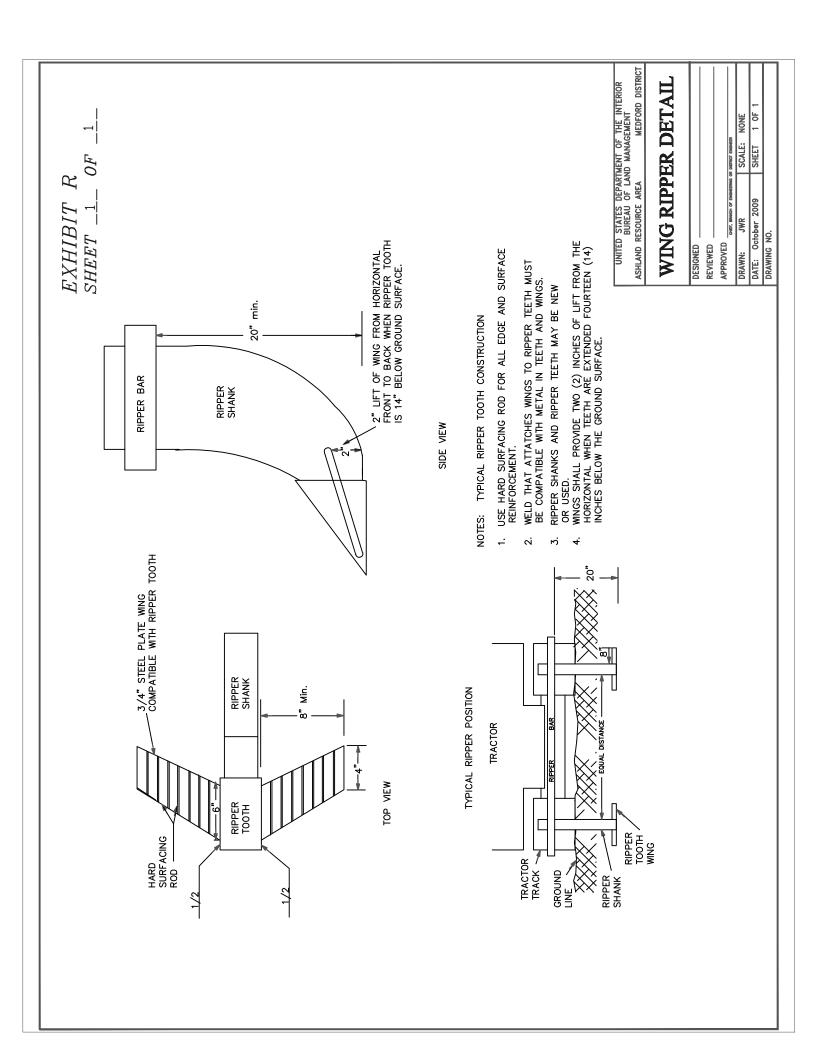
LAND BY OWNERSHIP

PURCHASER MAINTENANCE



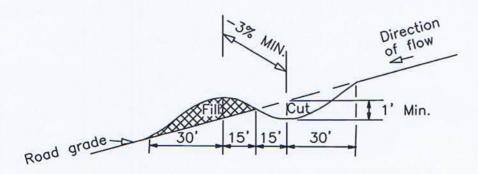
| APPROV | E INTERIOR ENT OREGON |
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| DESCRIPTION | UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON |
| REV | UNITEC |

ROAD MAINTENANCE MAP **BEEF STEW TIMBER SALE OVERALL SALE AREA**





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. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.

Form 5440-9 (January 2018)

UNITED STATES

| Name of Bidder |
|----------------|
| Tract Number |
| Cala Nama |

| DED LOW CELTE OF THE DUMENTOR | | | |
|--|---|---------------------|--|
| DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT | | Tract Number | |
| DEPOSIT AND BID FOR: (Check One): | | Sale Name | |
| ☐ Timber and/or Other Wood Products or | | Sale Notice (dated) | |
| (Examples of Other Wood Products: biomass, firewood, posts, poles | , etc) | BLM District | |
| | nts, etc) | | |
| Sealed Bid for Sealed Bid Sale | ☐ Written Bid for Oral | Auction Sale | |
| Time for opening sealed bids a.m. p.m. | Sale commences a.m. p.m. | | |
| On (date) Place | On (date) | Place | |
| In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources on the tract specified above. | | | |
| Required bid deposit is \$and is enclosed in the form of: | | | |
| cash money order cashier's check certified check bank draft | | | |
| bid bond of corporate surety on approved list of the United States Treasu | tance 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 product and species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES

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

| BID SUBMITTED | | | ORAI | L BID MADE | | |
|----------------------|------|-----------------------------------|------------|-------------|------------|-------------|
| PRODUCT & SPECIES | UNIT | ESTIMATED VOLUME OR QUANITY | UNIT PRICE | TOTAL VALUE | UNIT PRICE | TOTAL VALUE |
| | | | 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 Page 2) (Form 5440-9, Page 1) If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

| Bid submitted on (date) | | | | |
|---|---|--|--|--|
| (Check appropriate box, sign in ink, and complete the following) | | | | |
| ☐ Signature, if firm is individually owned | Name of firm (type or print) | | | |
| | | | | |
| Signatures, if firm is a partnership or L.L.C. | Business address, include zip code (type or print) | | | |
| | | | | |
| Corporation organized under the state laws of | (To be completed following oral bidding) | | | |
| | I HEREBY confirm the above oral bid | | | |
| Signature of Authorized Corporate Signing Officer | By (signature) | | | |
| Title | Date | | | |
| | | | | |
| 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 and/or Other Wood Products or | | | |
| Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract. | (1a) "Vegetative Resources"(2) Time bids are to be opened(3) Legal description | | | |

NOTICES

The PrivacyAct and the regulations in 43 CFR 2.223(d) require that you be furnished with the following information:

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

ROUTINE USES: 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 and/or Other Wood Products or Vegetative Resources.

(Continued on Page 3) (Form 5440-9, Page 2)

INSTRUCTIONS TO BIDDERS

- 1. AUTHORITY Timber and/or Other Wood Products or Vegetative Resources, 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 and/or Other Wood Products or Vegetative Resources located on other 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 and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.
- 2 *QUALIFICATIONS OF BIDDERS* A bidder for sale of Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources are located.
- 3. INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.
- 5. BIDS Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources, time bid is to be opened, tract number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are 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 and/or Other Wood Products or Vegetative Resources 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) Timber and/or Other Wood Products or Vegetative Resources Sales For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder's price per unit and total value, and (3) bidder's total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative designated for taking may be less or more than total estimated volume or quantity shown above.
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber and/or Other Wood Products or Vegetative Resources

- 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 (Applies To Timber Only), or any approved guaranteed remittance approved by the Contracting 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 AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager's office.
- 10. PERFORMANCE BOND (Primarily Used For Timber Sales)
 - (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 Contracting Officer.
 - (b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.
- 11. PAYMENT BOND— (Primarily Used For Timber Sales)
- If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

(Continued on Page 4) (Form 5440-9, Page 3)

- 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 saw logs, 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 dimensions 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.