

PROSPECTUS

SCALE SALE

GRANTS PASS FIELD OFFICE
JOSEPHINE MASTER UNIT
JACKSON MASTER UNIT

Medford Sale # ORM07-TS-2018.0006
October 29, 2020 (DES)

Savage Murph Timber Sale,
Josephine and Jackson Counties, O&C

BID DEPOSIT REQUIRED: \$5,200.00

All timber designated for cutting in SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec 17; SW $\frac{1}{4}$, Sec 21; T. 37 S., R. 4 W.; W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec 14; W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec 23; T. 37 S., R. 5 W.; Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
6,456		Douglas-fir	808	\$62.40	\$50,419.20
259		Ponderosa pine	20	\$32.90+	\$658.00
6,715		Totals	828		\$51,077.20

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

*Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value). Reduced Douglas fir appraised value by \$3,894.56 to pay for deficit species Ponderosa pine.

**The purchase of biomass material is optional. If the Purchaser chooses to purchase biomass/firewood, then it will be modified into the timber sale contract and a fair market price will be established at that time.

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Inter-agency Office, located at 3040 Biddle Rd, Medford, Oregon, at 9 a.m. on Thursday, October 29th, 2020.

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

CRUISE INFORMATION – The Douglas-fir have been cruised using the 3P sampling method to select sample trees. Unit 21-13 and the roadside unit (RS) have a total sum KPI of 6,696 and 11 sample trees. All other units have a total sum KPI of 19,524 and 53 sample trees. Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office. The 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. Five (5) sugar pine trees were included in the ponderosa pine strata for cruise value purposes.

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 12.5 inches DBHOB; the average gross merchantable log contains 42 bd. ft.; the total gross volume is approximately 914 M bd. ft; and 89% recovery is expected. (Average DF is 12.5 inches DBHOB; average gross merchantable log DF contains 42 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - 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.

CUTTING AREA – Four (4) units containing one hundred fifteen (115) acres must be partial cut, and one (1) unit containing three (3) acres of existing road right-of-way must be clear-cut.

CUTTING TIME - Contract duration will be thirty six (36) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via a public road system existing of State and County Roads, existing BLM roads, and:

Right-of-Way and Road Use Agreement M-600 with Murphy Timber Investments for the use of the 37-5-14.0, Segment B Road, which they own and control.

Among other conditions, this agreement requires, but is not limited to:

- (1) completion of a license agreement between the Purchaser and Permittee.
- (2) arbitration of conditions of road use. The Permittee has indicated they require a rockwear obligation of \$60.23.

Right-of-Way and Road Use Agreement M-660 with Siskiyou Timberlands, LLC for the use of the 37-4-15.0, Segment B Road, which they own and control.

Among other conditions, this agreement requires, but is not limited to:

- (1) completion of a license agreement between the Purchaser and Permittee.
- (2) arbitration of conditions of road use. The Permittee has indicated they require a rockwear obligation of \$9.07.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the temporary routes which he reconstructs plus 1.37 miles of existing BLM road. The BLM will maintain 10.10 miles of existing BLM and Permittee roads. The Purchaser will be required to pay a maintenance fee of \$2,520.10 and a rockwear fee of \$1,952.40 for the use of these roads listed in the contract.

ROAD CONSTRUCTION - The contract will require the Purchaser to renovate 72.34 stations of existing road and reconstruct/decommission 7.10 stations of temporary route. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-26, Timber Sale Contract, the Purchaser shall not conduct mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, road construction, temporary route construction, temporary route reconstruction, or temporary route and landing decommissioning in all Harvest Units 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 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 5450-26, Timber Sale Contract, the Purchaser shall not conduct any haul 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.

EQUIPMENT REQUIREMENTS - A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder with a medium (42-54 foot) tower; capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul; capable of multi-span; and capable of an external yarding distance of approximately one thousand nine hundred (1,900) feet slope distance. A harvester or feller-buncher with a self leveling cab and an arm capable of reaching at least 20 feet, equipped with a synchronized winch system capable of tethering approximately 1,900 feet on slopes up to 70%. The winch system shall be capable of passing through a block mid-span to keep the harvester perpendicular to the contours where possible. In addition, a research variance form must be obtained by Oregon OSHA prior to operations on slopes over 50%. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty six (36) inches apart and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes and utilized skid roads within Riparian Reserves and access to harvest units.

SLASH DISPOSAL - Slash disposal will consist of lop and scatter, machine pile and cover, machine pile burn and mop up, cover and burn landing decks, and underburning as described in SD-5 of the Special Provisions. There is an option to provide payment in lieu of fireline construction, fuels pullback, burning and mop-up in C-1 of the Special Provisions.

MACHINE PILE AND BURN all slash reachable from designated skid trails, the 37-5-14.0 and the 37-5-14.2 roads located in or adjacent to harvest unit 14-5, all slash reachable from the 37-4-4.1 associated with harvest unit 17-5, all slash from the tractor yarding portion of harvest unit 21-13, and all slash along the ridgetop portion of harvest unit 23-7. **LOP AND SCATTER** all slash located in harvest unit 17-5 and the western portion of harvest unit 21-13. Perform **BROADCAST BURNING** on the eastern portion of harvest unit 23-7. **MACHINE PILE AND BURN LANDING DECK** in harvest unit 14-5. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed fifty-three and one-half (53.50) acres of lop and scatter, forty-two and three-quarters (42.75) acres of machine pile, cover, burn, and mop-up machine piles, one quarter (0.25) acres of pile, cover, burn, and mop-up landing decks, one thousand eight hundred-forty (1,840) feet of fire line construction, one (1) acre of fuels pullback, and twenty-one (21) acres of broadcast burning.

OPTIONAL CONTRIBUTION - The purchaser will have the option of performing certain slash disposal requirements or contributing seven thousand four hundred forty-eight (\$7,448.00) in lieu thereof. The option must be declared upon execution of the contract. The optional contribution must be paid in installments payable in the same manner as and together with payments required in Section 3 of the contract.

CONTRACT TERMINATION - 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. An occupied Northern Spotted Owl site near harvest unit 17-5 restricts harvest of this unit until surveys determine the site is unoccupied, at least two (2) years from the sale date.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. A harvester, feller-processor, or feller-buncher with purpose built carriers with boom-mounted felling heads, a boom with a minimum lateral reach of twenty (20) feet and a synchronized winch system may be used in all harvest units. See the Savage Murph Special Provisions for full harvesting restrictions.

3. Skyline corridors that are hydrologically connected; or are perpendicular to and within one hundred eighty five (185) feet of streams shown on Exhibit A shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.
4. No tree felling, yarding, burning, heavy equipment use or muffled blasting within harvest units 17-5 shown on Exhibit A shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Northern Spotted Owl protocol surveys conducted in accordance with accepted standards, as approved by the Contracting Officer, that Northern Spotted Owl nesting and/or fledging activities are not occurring during the time of harvest. An occupied Northern Spotted Owl site near harvest unit 17-5 restricts harvest of this unit until surveys determine the site is unoccupied, at least two (2) years from the sale date.
5. The License Agreement fees and conditions listed in the Prospectus are pending and are not final. Final fees are dependent on final signed License Agreements.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA –

To access harvest units 14-5, and 23-7: From Grants Pass, take highway 99 southbound. Turn right on Savage Creek Rd. Travel approximately 5 miles up Savage Creek Rd. Harvest unit 14-5 is on the left. Continue 1 mile and turn right on 37-5-23.1 road to harvest unit 23-7. A BLM key is required to access harvest units 23-7.

To access harvest unit 17-5: From Grants Pass, take Interstate 5 southbound. Take exit 48 to Rogue River. Turn left on Highway 99. Travel south to Birdseye Creek Rd. Turn right and travel 6.5 miles on Birdseye Creek Rd. Harvest unit 17-5 is on the left, below the road, and accessible by foot.

To access harvest unit 21-13: From Grants Pass, take Interstate 5 southbound. Take exit 48 to Rogue River. Turn left on Highway 99. Travel south to Foothills Creek Rd. Turn right and travel approximately 3.5 miles to Right Fork Foothills Creek Rd. Travel 6.5 miles on Right Fork Foothills Creek Rd. Harvest unit 21-13 is on the left. A BLM key is required to access Foothills Creek Rd.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M070-2016-0001-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

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

Section 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) AR-1 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) IR-1 Approximately three thousand three hundred ninety (3,390) Douglas-fir, four hundred forty (440) Oregon white oak, four hundred seventeen (417) ponderosa pine, one hundred thirty-one (131) pacific madrone, fifty-four (54) snags, two (2) sugar pine and one (1) incense cedar trees are marked with yellow paint above and below stump height in the Harvest Area shown on Exhibit A (Trees marked as above may not be cut under Section 42(A)(13) unless specifically approved in advance by the Contracting Officer.).
- (C) IR-2 All timber except approximately one hundred-seven (107) Douglas-fir and twelve (12) Ponderosa pine trees marked for cutting heretofore by the Government with blue paint above and below stump height in 37-5-23.1 Right-of-Way unit shown on Exhibit A.
- (D) IR-13 All snags and hardwoods in the Harvest Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All snags felled for safety reasons shall be retained on site. Hardwoods not marked with yellow paint above and below stump height, which are found to restrict yarding operations, may be yarded to the landing, as approved by the Authorized Officer. Hardwood logs would be decked separately and left on site.
- (E) IR-14 All pre-existing dead and down logs in the Harvest Area shown on Exhibit A.

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Section 42

(A) LOGGING

- (1) L-1 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 he intends to cease operations for any period of seven (7) or more days.
- (2) L-2 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 ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer 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.
- (3) L-4 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 unless otherwise approved by the Authorized Officer.
- (4) L-8 In all harvest units shown on Exhibit A, all trees designated for cutting shall be felled and yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be bucked into log lengths not to exceed forty one (41) feet prior to being yarded.
- (5) L-10 In the Harvest Area shown on Exhibit A, all trees designated for cutting shall be directionally felled away from streams, unit boundaries and resource buffers. Use of jacks, wedges, and/or tree pulling with cables or lines shall be employed when necessary to meet this requirement.
- (6) L-12 In the Harvest Area shown on Exhibit A, Yarding shall be done in accordance with the yarding requirements or limitations for the designated area listed below.

Designated Area	Yarding Requirements or Limitations
<u>Ground Based Harvest Units</u>	Mechanized harvesting operations are optional in all harvest units. All harvest units may be manually felled.
All Units	Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less, unless using a synchronized winch system (tethered). Tethered equipment is limited to 70% slopes. Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(A)(12) of this contract.

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<p style="text-align: center;"><u>Ground Based</u> <u>Harvest Units</u> <u>Cont.</u></p>	<p>The harvester, feller-processor, or feller-buncher shall be 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.</p>
<p style="text-align: center;"><u>All Units</u></p>	<p>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.</p> <p>Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.</p> <p>New skid roads must be located on ground less than thirty-five (35) percent slope. Rehabilitate all utilized skid roads that are within one hundred eighty-five (185) feet of streams.</p>

Designated Area	Yarding Requirements or Limitations
<p style="text-align: center;"><u>Ground Based</u> <u>(Tractor) Yard Units</u></p> <p style="text-align: center;">14-5</p> <p style="text-align: center;">21-13</p> <p style="text-align: center;">23-7</p>	<p>Existing skid roads shall be used when possible. Skid roads shall not exceed a width of twelve (12) feet on average per unit and new skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow, unless the Purchaser proposes an alternate logging plan that limits soil compaction to less than twelve (12) percent, limits soil productivity loss to less than five (5) percent of the harvest unit, and is approved by the Authorized Officer.</p> <p>Landing size shall not exceed one-half (1/2) 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 the ditchline of roads.</p>

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Ground Based (Tractor) Yard Units Cont.	Yarding tractor width shall not be greater than nine (9) feet track width and shall be equipped with an integral arch.
14-5	The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.
21-13	
23-7	

Designated Area	Yarding Requirements or Limitations
<u>Cable Yard Units</u>	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 nineteen hundred twenty-five (1,925) feet slope distance. The cable yarding system may include wire rope chokers or the grapple variety.
17-5	<p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy five (75) feet.</p> <p>Yarding corridors will be perpendicular to the contours and located outside of all buffers shown on Exhibit A.</p> <p>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.</p> <p>Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline.</p> <p>Existing cable corridors shall be used whenever possible. Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds.</p> <p>Landing size shall not exceed one-quarter ($\frac{1}{4}$) 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. Short purchaser spurs into units may be necessary to achieve one-end log suspension. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.</p>
21-13	
23-7	

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<p style="text-align: center;"><u>Cable Yard Units</u> <u>Cont'd</u></p>	<p>Construction of short purchaser spurs may be needed in unit 23-7 to achieve one-end log suspension. Fully decommission following use.</p>
<p style="text-align: center;"><u>17-5</u></p>	<p>Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.</p>
<p style="text-align: center;"><u>21-13</u></p>	<p>Cable corridors that are hydrologically connected; or are perpendicular to and within one hundred eighty-five (185) feet of streams shown on Exhibit A shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.</p>
<p style="text-align: center;"><u>23-7</u></p>	<p>Skyline equipment shall be capable of yarding in a multispan configuration.</p>
	<p>In units 21-13 and 23-7 the Purchaser shall be allowed to walk yarder into the unit utilizing a tractor-swing system as approved by the Authorized Officer.</p>

- (7) L-14 No falling, yarding, or loading is permitted in or through the Reserve Area, unless otherwise approved by the Authorized Officer.
- (8) L-14 No falling, yarding or loading is permitted in or through the streams, seeps, wetlands, or resource buffers shown on Exhibit A.
- (9) L-19 No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, machine piling, road and temporary route construction, road and temporary route reconstruction, temporary route decommissioning, or non-emergency road maintenance shall be conducted in the sale area units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Winterization of temporary routes greater than 0.25 miles in length shall occur prior to October 15 of the same operating year. Rehabilitation of temporary routes greater than 0.25 miles in length shall not occur until after pile burning is complete, prior to October 15. 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. The use of slash mats in harvester trails shall be considered in the waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (10) L-19 No haul 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. 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

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

- (11) L-20 No tree felling, yarding, burning, heavy equipment use or muffled blasting within unit 17-5 shown on Exhibit A shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Northern Spotted Owl protocol surveys conducted in accordance with accepted standards, as approved by the Contracting Officer, that Northern Spotted Owl nesting and/or fledging activities are not occurring during the time of harvest.
- (12) L-22 During logging operations, the Purchaser shall keep the 37-5-14.0 and 37-4-4.1 road, where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than 30 minutes.
- (13) L-24 Before cutting and removing any trees necessary to facilitate logging in the Harvest Area 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 with cutting the following conditions must be met:
 - (a) All skid and/or 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 contract 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 Contracting Officer, the width of each skid road and/or forwarder trail shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid and/or 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 Section 3.(d). of the contract or sufficient bonding has been provided in accordance with Section 3.(e). 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 unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.

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- (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 Section 8 or Section 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, and/or applying orange or yellow paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. 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.
- (14) L-33 Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties in the 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 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

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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, AND USE (R)

- (1) **R-1** The Purchaser shall construct, improve, renovate, and/or decommission all roads, structures, and temporary routes listed for use under this contract in accordance with the plans and specifications shown on Exhibits C and D, which is attached hereto and made a part hereof.
- (2) **R-1a** Any required renovation of roads and structures 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-1b** The Purchaser shall construct, reconstruct, use, and decommission temporary routes by October 15th of the same respective operating season.
- (4) **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.
- (5) **R-2** The Purchaser is authorized to use the roads listed below and shown on Exhibits 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)(6), Section 42(B)(9), and Section 42(B)(10). Any road listed on 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
37-5-1.0(A-B1)	1.32	BLM	BST	BLM
37-5-1.0(B2-C)	2.08	BLM	ASC	BLM
37-5-14.0(A)	0.44	BLM	ASC	BLM
37-5-14.0(B)	0.55	MTI	ASC	BLM
37-5-14.0(C)	0.14	BLM	ASC	BLM
37-5-23.1	0.92	BLM	NAT	Purchaser
37-5-14.2	0.24	BLM	NAT	Purchaser
37-4-4.0(A)	0.11	BLM	ASC	BLM
37-4-4.1(A-D)	4.41	BLM	ASC	BLM
37-4-17.4	0.21	BLM	NAT	Purchaser
37-4-15.0 (A)	1.12	BLM	ASC	BLM
37-4-15.0 (B)	0.06	Siskiyou Timberlands	ASC	BLM

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Road No. and Segment	Length in Miles	Road Control	Surface Type	Maintenance Responsibility
37-4-15.0(C1-C2)	1.87	BLM	ASC	BLM
Total	13.47			

- (6) R-2b: The Purchaser shall pay the Government a road maintenance fee of **two thousand five hundred twenty and 10/100 dollars (\$2,520.10)** and a road rockwear fee of **one thousand nine hundred fifty two and 40/100 dollars (\$1,952.40)** for the transportation of timber included in this contract price over said roads. The above road maintenance and rockwear amount is for the use of 11.47 miles of road or less. The total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), therefore the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.
- (7) 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 and rockwear fees 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)(5). 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.
- (8) R-2f: 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.
- (9) R-3: In the use of Road No. 37-5-14.0(B), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-660 dated October 5th, 1962, between the United States of America and **Murphy Timber Investments (MTI)**. This document is available for inspection at the Medford District Office.

These conditions include:

- (a) Payment of a road rockwear obligation of **sixty and 23/100 dollars (\$60.23)** to Murphy Timber Investments, payable at the time indicated in the License Agreement.
- (a) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (b) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (10) R-3: In the use of Road No. 37-4-15.0 (B), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-660 dated October 5th, 1962, between the United States of

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America and **Siskiyou Timberlands, LLC**. This document is available for inspection at the Medford District Office.

These conditions include:

- (a) Payment of a road rockwear obligation of **nine and 07/100 dollars (\$9.07)** to Siskiyou Timberlands, payable at the time indicated in the License Agreement.
 - (a) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
 - (b) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (11) R-3c: The Purchaser agrees that if they elect to use any other private road(s), which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (12) 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.
- 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

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inspection and evaluation.

- (13) **R-5: Tracked type equipment shall not be allowed to cross over 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 when crossing with protective devices.

The Purchaser shall be responsible for the 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) E-1 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 Analysis 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) E-1 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.
- (3) E-1 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.
- (4) E-1 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

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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.

- (5) E-1 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.
- (6) E-1 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 landings, skid tails, cable yarding corridors or temp routes that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines. Any project-related activity 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 sediment control devices are in place and conditions allow turbidity standards to be met.
- (7) E-1 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 temporary routes, landings, skid trails, cable yarding corridors 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.
- (8) E-1 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 within one hundred eighty five (185) feet of streams, all temporary 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 thirty six (36) inches apart.
 - 3. Ripping will occur prior to the end of the operating season.
 - 4. Any step landings shall be re-contoured following use, prior to the end of the operating season.

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

Rehabilitation of temporary routes greater than 0.25 miles in length shall not occur until after pile burning is complete, prior to October 15.

- (9) E-1 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.
- (10) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, upon completion of yarding, pull vegetation over and block skid roads to keep unauthorized off-highway vehicles (OHV) from utilizing the skid and/or forwarder trails.
- (11) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C6-1 which is attached hereto and made a part hereof.
- (12) E-3 The Purchaser shall immediately discontinue specified construction or 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;
1. 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;

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

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

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

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

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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.

- (13) E-5 The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting northern spotted owls (owls) may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of Unit 17-5. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations (in writing). Without this approval, such operations are prohibited from March 1 through June 30 of each year.

- (14) E-6 In Harvest Unit 17-5 shown on Exhibit A, no tree felling, yarding, burning, heavy equipment use or muffled blasting shall be conducted from March 1 to June 30 of the same calendar year, both days inclusive.
- (a) This is a seasonal restriction to protect northern spotted owls. The Purchaser may, at their own expense and risk, conduct surveys in order to potentially waive or modify this restriction.
 - (b) If the Purchaser elects to conduct surveys, the Purchaser must notify the Authorized Officer by February 15 of any calendar year that the Purchaser desires to conduct such surveys. Surveys must be completed to strict protocols and procedures that will be provided by the Authorized Officer. Survey plans and results must be approved by the Authorized Officer prior to issuance of any modification or reduction of the restrictions. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such

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operations (in writing) or depending upon the results, surveys may result in the Contracting Officer invoking Section 42(C)(12) including suspension of operations or increasing restrictions for the calendar year.

(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 six hundred twenty-one dollars (\$621.00). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of six hundred twenty-one dollars (\$621.00) 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

- (1) F-1 Fire Prevention and Control. 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 Authorized Officer.
- (2) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
- (a) At least three (3) days prior to the operation of power-driven equipment during any 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 Authorized Officer and the State of Oregon Department of Forestry.
- (b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger:
1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees 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

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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 be not less than four (4) tools in each box nor less than one (1) tool for each employee 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.

2. F-2b At each landing or such other place as the Authorized Officer shall designate during periods of operation one (1) tank truck of three hundred (300) gallons or more capacity with a minimum of five hundred (500) feet of 1½ inch hose (must be adequate length to reach 200 feet beyond active work sites), six (6) 1½ inch wyes, six (6) 1½ inch to 1 inch reducers, three (3) 1½ inch nozzles and three (3) 1 inch nozzles. One (1) three hundred (300) gallon fire engine may be substituted for each required 300 gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each fire engine / tank truck shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire/tank trucks shall be filled with fuel and made ready for immediate use. All fire/tank trucks shall be filled with water and made available for immediate use.
3. F-2c Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watchman service is required.
4. F-2d 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 lines at night.
5. F-2f A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.
6. F-2f 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.
7. F-2g A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Authorized Officer and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner 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

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fueled or the motor of the saw is running. 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 Authorized Officer.

- (c) F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
- (3) F-9 During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

(F) SLASH DISPOSAL

- (1) SD-1 Fire Hazard Reduction. 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 hazard reduction measures required by this contract:
 - (a) SD-1a MACHINE PILE AND BURN all slash located in unit 14-5 and the ground based accessible portion of units 21-13 and 23-7 shown on Exhibit S. Machine pile and burn all slash located within twenty-five (25) feet of where roads 37-4-4.1 and 37-4-17.4 coincide with harvest unit boundaries. Machine pile and burn all slash located within twenty-five (25) feet of 37-5-23.1, 37-4-4.1 and 37-4-17.4 roads and unit 17-5 proposed temporary route. Slash shall be piled by machine. Piling shall be completed in accordance with Exhibit S as directed by the Authorized Officer. Finished piles shall be tight and free of earth.
 - 1. The BLM will prepare a fire burn plan. The purchaser shall obtain smoke clearance before ignition of piles.
 - 2. Slash includes woody material (brush, limbs, tops, unmerchantable stems, or chunks severed, uprooted, or broken) from live plants as a result of Purchaser's operations under the terms of this contract.
 - 3. All equipment shall be approved by the Authorized Officer. Piling shall be accomplished using a track mounted hydraulic excavator or equivalent with at least a five (5) tooth brush rake. The excavator shall have a minimum reach of twenty (20) feet. The excavator shall be equipped with a hydraulic thumb or rotating controllable grapple head. Finished piles shall be tight and free of dirt and other non woody debris.
 - 4. Machine piling operations are limited to existing skid trails; to slopes less than thirty five (35) percent; and to seasonal restrictions described in Sec. 42(A)(12)(I-19).
 - 5. Machine piles shall be constructed as compactly as possible. There should be an adequate supply of fine fuels located within and under the covered area of the pile to ensure ignition of

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the larger fuels. Completed piles shall be free of projecting limbs or slash which would interfere with adequate covering of the piles.

6. Machine piles shall be adequately covered with a cap of ten (10) feet by ten (10) feet of four (4) millimeter black polyethylene plastic. The plastic shall be held in place with woody debris or tied with rope or twine to ensure coverage. Coverage shall be completed when piles are constructed, or as directed by the Authorized Officer.
 7. All areas that are identified in Exhibit A for ground based yarding that cannot be machine piled would be hand piled.
 8. Machine piles will be burned within twenty-four (24) months of harvest completion.
 9. Machine piles shall not be placed within fifteen (15) feet of snags, stumps, reserve trees or large woody debris.
 10. Machine piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
 11. The purchaser shall burn one hundred (100) percent of machine piles with a minimum consumption of ninety (90) percent.
 12. The Purchaser is required to furnish the fuel and equipment for machine pile burning.
- (b) SD-1b LOP AND SCATTER all slash in units 17-5 and that portion of unit 21-13 as identified on Exhibit S concurrently with normal felling operations. All top and side branches must be free of the central stem so that such stem is reduced to the extent that it is within eighteen (18) inches of the ground at all points. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract. Lop and scatter shall be completed in accordance with Exhibit S as directed by the Authorized Officer.
1. All slash shall be arranged in a discontinuous pattern across the forest floor.
 2. All slash shall be lopped to no more than eight (8) feet in length.
- (c) SD-1c LANDINGS Within twenty (20) feet of the edge of landings for unit 14-5, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than two (2) feet in length shall be piled within fourteen (14) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located off of the driving surface of roads and at least fifteen (15) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by constructing a fireline by hand or machine approximately eighteen (18) inches wide and down to mineral soil around each pile to prevent escaped fire. Cover piles with large enough piece of four (4) millimeter thick black plastic to ensure a dry ignition spot, generally ten (10) foot by ten (10) foot. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing

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piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

1. Landing piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
 2. Landing piles will be burned within twenty-four (24) months of harvest completion.
 3. If purchaser elects to set aside pole/firewood decks and not put the material in piles, the purchaser will be required to remove decks before the expiration of cutting rights.
- (2) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop up assistance as required herein, and measures required in Sections 42(F)(1)(SD-1) and 42(F)(3)(SD-4). In accordance with written instruction to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at his own expense, the services of personnel and equipment on each unit as shown below.

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

(a) For Igniting and Burning Machine Pile Units 14-5, 17-5 temp route, 21-13 and 23-7

1. One (1) person to supervise crew and equipment operators, and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tank truck driver.
4. One (1) tank truck. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.
5. Six (6) drip torches, Forester Sealtite, or equivalent.
6. Hand ignition with drip torches is required in underburn units.

(b) Mop-up of Machine Pile Units 14-5, 17-5 temp route, 21-13 and 23-7

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1. One (1) person to supervise crew and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tank truck driver.
4. One (1) tank truck. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzles acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.

(c) For Igniting and Burning Landing Piles in Units 14-5

1. One (1) person to supervise crew and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tank truck driver.
4. One (1) tank truck. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.

(d) For Mop-up Landing Piles in Units 14-5

1. One (1) person to supervise crew and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tank truck driver.
4. One (1) tank truck. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the

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standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.

(e) For Igniting and Holding Underburn Unit 23-7

1. One (1) person to supervise crews and equipment operators, and to serve as Purchaser's representative.
2. Two (2) crews with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tractor/dozer operator.
4. Three (3) tank truck drivers.
5. One (1) tractor (Caterpillar D6 or equivalent) equipped with straight solid blade.
6. Three (3) tank trucks. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck(s) and tank(s) shall be in good working order and shall be filled with water.
7. Sixteen (16) drip torches, Forester Sealtite, or equivalent.
8. Hand ignition with drip torches is required in underburn units.
9. All ignition personnel will be directly supervised by a BLM representative.

(f) For Mop-up of Underburn Unit 23-7

1. One (1) person to supervise crew and equipment operators, and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis or other scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) tank truck driver.
4. One (1) tank truck. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the

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standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8)-inch top leather boots, hardhat, and leather gloves. All personnel shall wear long pants and long sleeve shirts, lug-soled leather boots with minimum eight (8)-inch tall uppers that provide ankle support, approved hardhat, and leather gloves. On the day of ignition, clothing shall be of approved aramid fabric, Nomex™ or equivalent, and all personnel shall carry an approved fire shelter. Clothing shall be free of diesel fuel oil.

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

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each underburn unit shown on Exhibit S for six hundred forty (640) hours; on each hand/machine piled unit and landing decks, four hundred fifty (450) hours as directed by the Authorized Officer within a 10 days beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:

- (a) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or+
- (b) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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

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

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

- (3) SD-4 Logging Residue Reduction. In addition to the requirements of Secs. 15 and 25 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 Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measures required by this contract:

- (a) Perform UNDERBURNING in units 23-7 as shown on Exhibit S.

1. Underburn units shall follow the Resource, Prescribed Fire Objectives and Constraints (Element 5 Objectives) for each underburn unit as outlined in Prescribed Fire Burn Plan and as directed by the Authorized Officer or BLM representative.
2. Smoke clearance will be obtained the day prior to planned ignition for all burn units.
3. Prescribed burning shall be conducted in a manner that will minimize damage to reserve trees, duff, soil, and to avoid loss of large/coarse woody debris and will be consistent with ecosystem management objectives out-lined in the burn plan.
4. Firelines will be constructed by hand mineral soil to a minimum of eighteen (18) inches wide and a maximum of three (3) feet wide.
5. Create a minimum fuel break (pullback) of ten (10) feet on the underburn side of the fire line and six (6) feet on the unburned side of the fire line by removing logging slash or live vegetation under eight (8) inches diameter at the large end or at eight (8) inch diameter at breast height.
6. Slash shall be dispersed in a discontinuous pattern a minimum of fifteen (15) feet away from the fire line within or outside the unit boundary as directed by the Authorized Officer or BLM representative.
7. Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

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8. Fire lines shall be constructed within thirty (30) days of notification by the Authorized Officer. Water bars shall be constructed and maintained on the fire lines to the satisfaction of the Authorized Officer.
 9. The Purchaser is required to furnish the fuel and equipment for underburning.
- 4) SD-5 The Purchaser shall perform logging residue reduction and site preparation work on approximately one hundred-eighteen (118) acres of harvest area located in or adjacent to Harvest Unit Nos.14-5, 17-5, 21-13 and 23-7 as shown on Exhibit A.
- (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Lop and Scatter	\$42.00
Selective Slashing	\$300.00
Handpile and Cover	\$325.00
Handpile Burn and Mop-up	\$42.00
Machine Pile and Cover	\$375.00
Machine Pile Burn and Mop-up	\$28.00
Machine Pile Landing Decks	\$100.00/Hour
Cover and Burn Landing Decks	\$56.00
Fire line Construction	\$.80/LF
Fuels Pullback	\$40.00
Underburning	\$225.00

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

Appraised Treatment	Acres	Cost/Acre	Total Cost Per Treatment
Lop and Scatter	53.5	\$42.00	\$2,247.00
Machine Pile and Cover	42.75	\$375.00	\$16,031.25
Machine Pile Burn and Mop-up	42.75	\$28.00	\$1,197.00
Machine Pile Landing Decks	0.25	\$100.00/Hr	\$25.00
Cover and Burn Landing Decks	0.25	\$56.00	\$14.00

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Fire line Construction	1,840 Linear Feet	\$.80/LF	\$1,472.00
Fuels Pullback	1	\$40.00	\$40.00
Underburning	21	\$225.00	\$4,725.00
Total Appraised Cost			\$25,751.25

- (c) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(F)(4)(SD-5)(b) differs from twenty five thousand seven hundred fifty-one and 25/100 (\$25,751.25) as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(F)(4)(SD-5)(a).
- (d) Lop and scatter shall be done in accordance with Sections 42(F)(1)(b)(SD-1b), machine pile and machine pile burning shall be done in accordance with Sections 42(F)(1)(a)(SD-1a) and 42(F)(2)(SD-2)(a&b), machine pile and burn landing decks shall be done in accordance with Sections 42(F)(1)(c)(SD-1c) and 42(F)(2)(SD-2)(c&d), fire line construction shall be in accordance with Section 42(F)(3)(SD-4)(a), fuels pullback shall be done in accordance with Section 42(F)(3)(SD-4)(a), underburning and mop-up will be in accordance with Sections 42(F)(2)(SD-2)(e&f) and 42(F)(3)(SD-4)(a).

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

(G) CONTRIBUTIONS

- (1) C-1 The Purchaser shall perform UNDERBURNING in accordance with 42(F)(2)(SD-2)(e&f) and 42(F)(3)(SD-4)(a). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of four thousand seven hundred twenty-five and 0/100 (\$4,725.00), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to the commencement of operations. If the total contribution exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.
- (2) C-1 The Purchaser shall perform FIRELINE CONSTRUCTION AND FUELS PULLBACK in accordance with 42(F)(3)(SD-4)(a). The Purchaser shall have the option of completing this work, or

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in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of one thousand five hundred twelve (\$1,512.00), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to the commencement of operations. If the total contribution exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.

- (3) C-1 The Purchaser shall perform MACHINE PILE BURN AND MOP-UP in accordance with 42(F)(1)(a)(SD-1a) and 42(F)(2)(SD-2)(a&b) and COVER AND BURN LANDING DECKS in accordance with 42(F)(1)(c)(SD-1c) and 42(F)(2)(SD-2)(c&d). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of one thousand two hundred eleven (\$1,211.00), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to the commencement of operations. If the total contribution exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.

(H) 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 ($8\frac{3}{4}$) 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 ($8\frac{3}{4}$) 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.

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- (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.

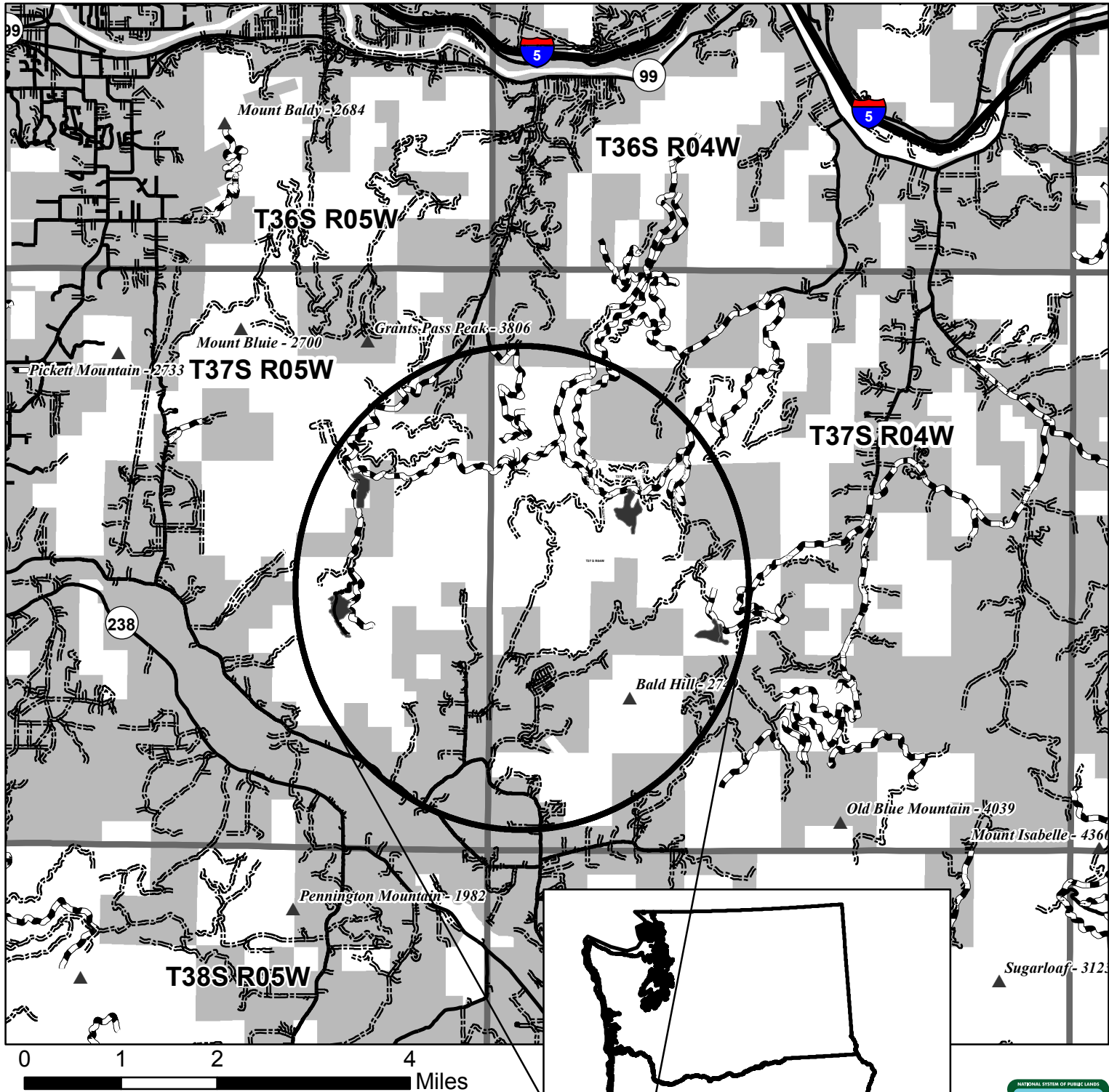
In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and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

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.

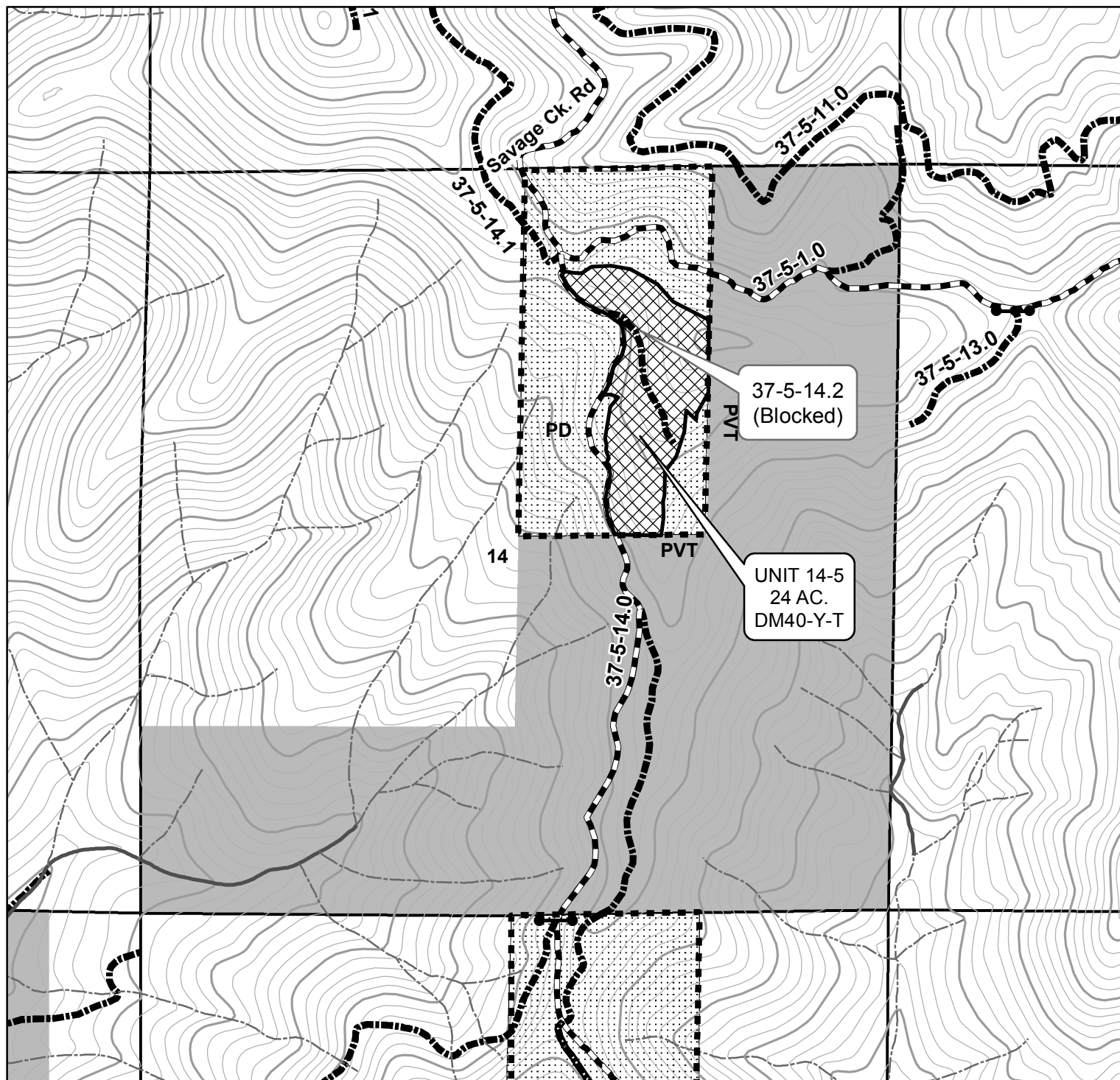
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.



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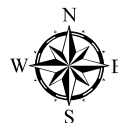
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0 750 1,500 3,000
Feet

1 inch = 1,000 feet



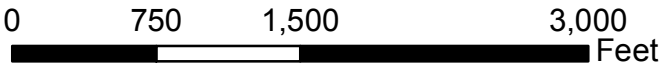
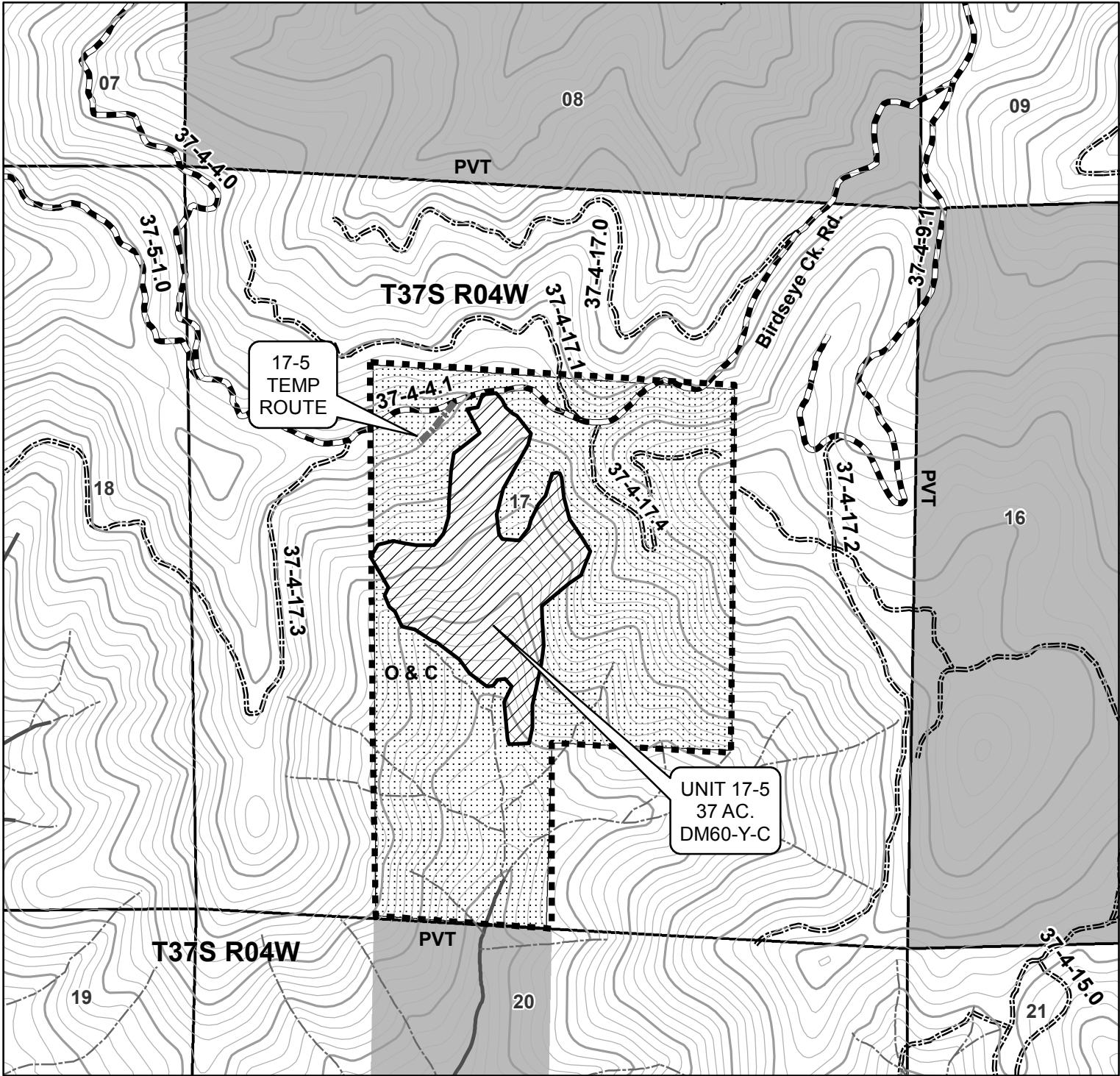
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40 FOOT CONTOUR INTERVAL

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1 inch = 1,000 feet



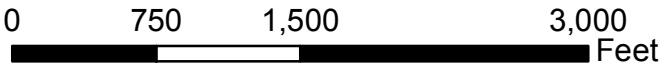
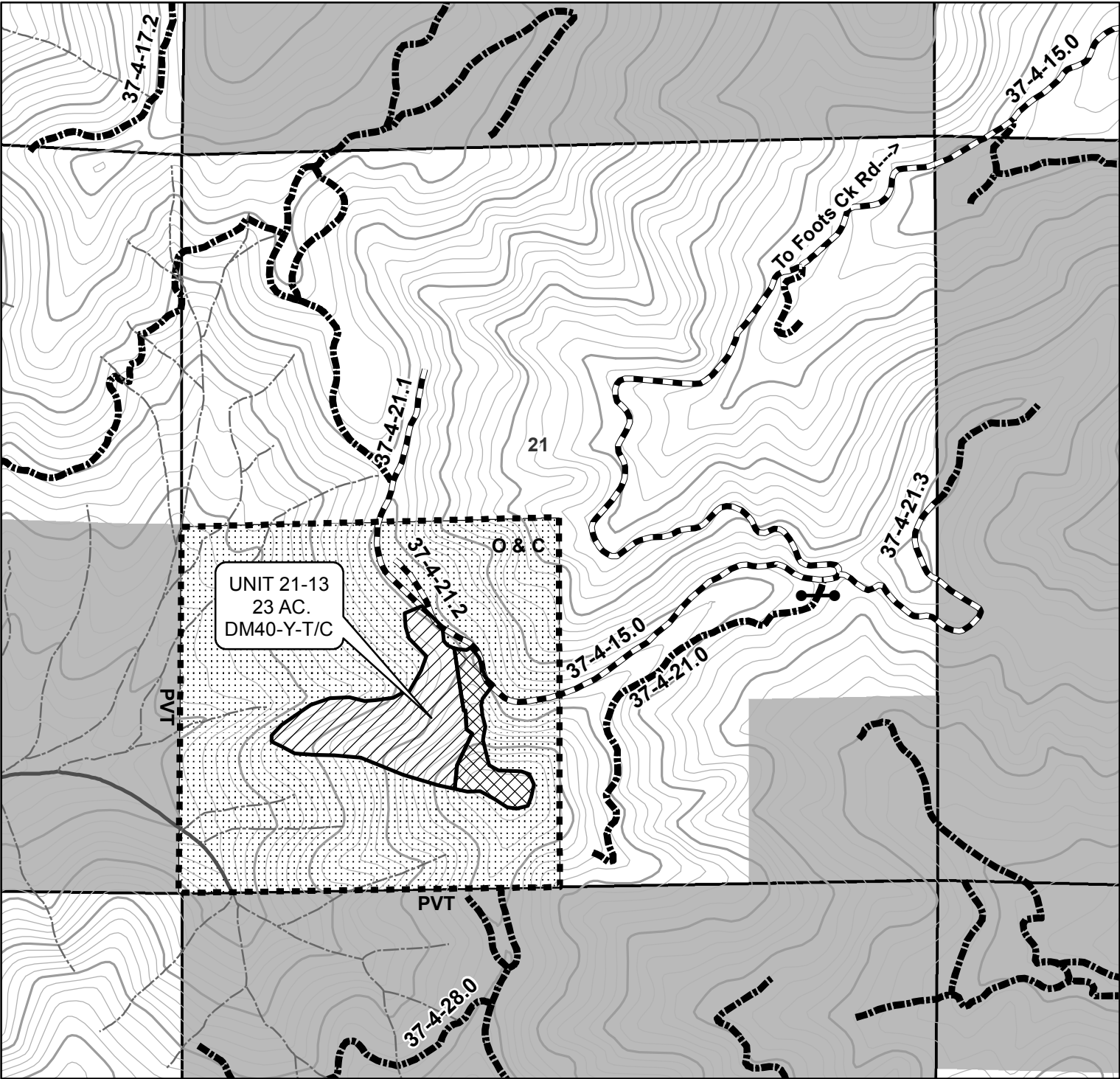
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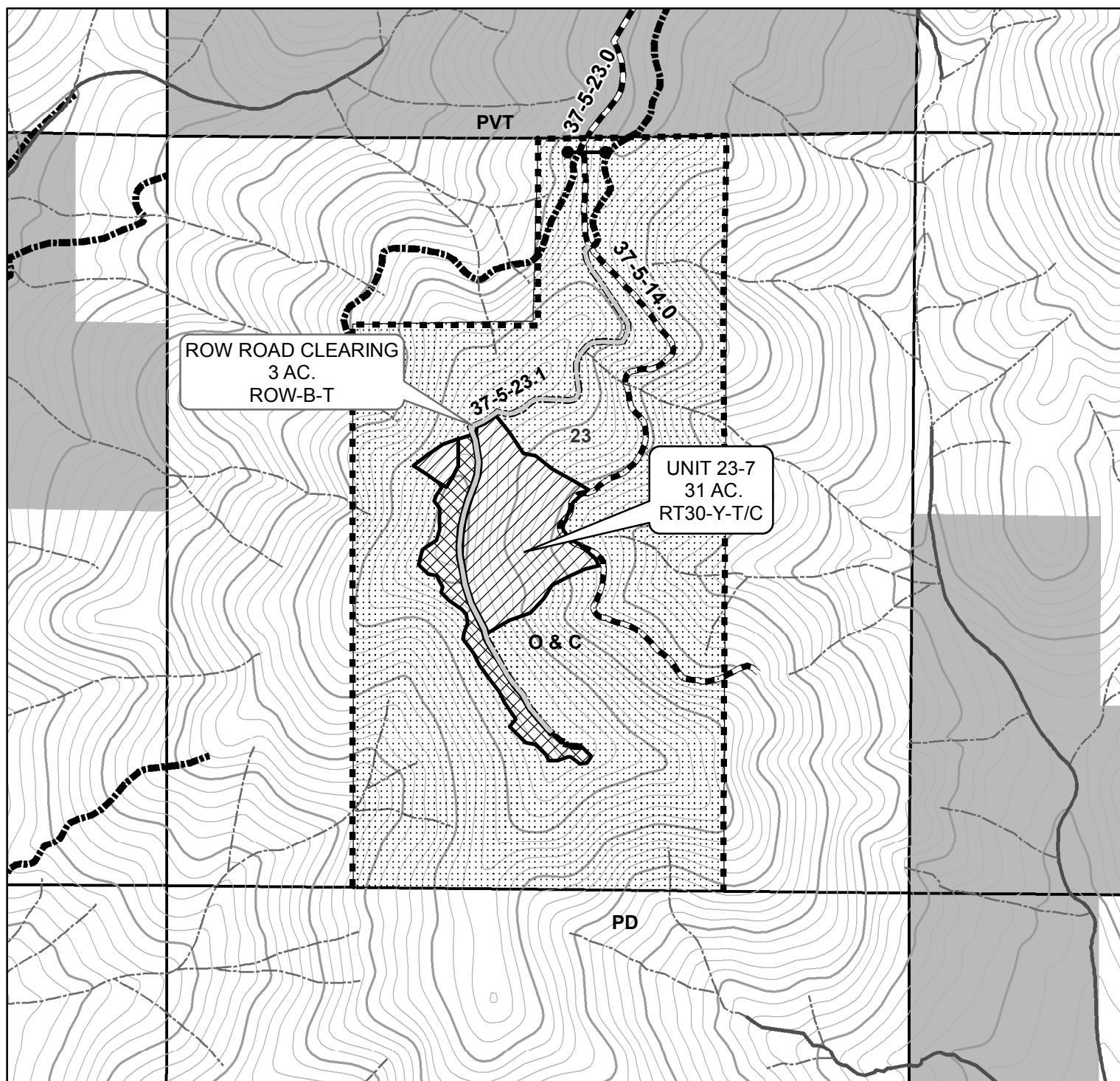
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Medford, OR 97504
(541) 618-2200





0 750 1,500 3,000
Feet

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







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.

Map created by DES
5/7/18






Legend








Logging Systems

-  Cable
-  Tractor
-  37-5-23.1 ROW
-  Reserve Area
-  Contract Area Boundary
-  Unit 17-5 Temp Route

Savage Murph Streams



-  Intermittent
-  Perennial
-  Gate

Road Surface Type

-  Paved
-  Rocked
-  Natural Surface
-  200' Index Contours
-  40' Intermediate Contours
-  Township and Range
-  Sections

Ownership

PROPERTY STATUS

-  Bureau of Land Management
-  Private Individual or Company

	Summary	Acres
DM40-Y-T	Density Management to 40% Canopy Cover-Yellow Mark-Tractor Yard (Unit 14-5)	24
DM60-Y-C	Density Management to 60% Canopy Cover-Yellow Mark-Cable Yard (Unit 17-5)	37
DM40-Y-T/C	Density Management Thinning to 40% Canopy Cover- Yellow Mark- Tractor/ Cable Yard (Unit 21-13)	23
RT30-Y-T/C	Restoration Thinning to 30% Canopy Cover- Yellow Mark- Tractor/ Cable Yard (Unit 23-7)	31
ROW-B-T	Right Of Way Road Clearing-Blue Mark-Tractor Yard (37-5-23.1)	3
	Total Timber Sale Unit Area	118
	Reserve Area	562.0
	Total Contract area	680.0

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Map created by DES
5/7/18



UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Medford
Sale Number: ORM07-TS-2018.0006
Sale Name: Savage Murph

Stumpage Computation

Species	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. Logs (+)	Stumpage
Douglas Fir	\$597.56	\$446.68	\$83.66	\$0.00	\$67.22
Ponderosa Pine	\$329.00	\$446.68	\$46.06	\$0.00	(\$163.74)

Appraised Price Summary

Species	Volume	Unrounded Stumpage & Value		Adjusted Appraised Price	
		\$/M	Value	\$/M	Value
Douglas Fir	808.0	\$67.22	\$54,313.76	\$62.40	\$50,419.20
Ponderosa Pine	20.0	(\$163.74)	(\$3,274.80)	\$32.90	\$658.00
TOTALS	828.0				\$51,077.20

Surplus species stumpage has been reduced to compensate for species stumpage below minimum price policy (10% of pond value).

DAVID
CAULFIELD

Approved by: _____

Digitally signed by DAVID
CAULFIELD
Date: 2020.09.03 14:57:41
-07'00'



**United States
Department of the Interior
Bureau of Land Management**

Timber Appraisal

Sale Name:	Savage Murph Reoffer 10_29_20	Sale Date:	Thursday, October 29, 2020
BLM District:	Medford DO	Unit of Measure:	16' MBF
Contract #:	ORM07-TS-2018.0006	Contract Term:	36 months
Sale Type:	Advertised	Contract Mechanism:	5450-4
			Sale of Timber - Scale Sale

Content

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

Prepared By: Caulfield, David J - 9/3/2020
Approved By: Rentz, George C - 9/3/2020

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	37S	4W	17	SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, NW1/4SE1/4, SE1/4SE1/4	Willamette
O&C	Jackson	37S	4W	21	SW1/4	Willamette
PD	Josephine	37S	5W	14	W1/2NE1/4	Willamette
O&C	Josephine	37S	5W	23	W1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, W1/2SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	808.0	893.0	912.0	21,401	423	6,456
Ponderosa Pine	20.0	21.0	21.0	547	43	259
Totals	828.0	914.0	933.0	21,948	466	6,715

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	115.0	3.0	118.0	7.0

Comments:

Conventional yarding systems no CTL. Drop units 20-5, 26-7 and TR20.5 for original sale. Convert contract to a scale for payment sale.

*****SEE SUPPLEMENTAL DEFICIT STUMPAGE WORKSHEET FOR ACTUAL STUMPAGE VALUES!!!!

Logging Costs

Stump to Truck	\$269,514.40
Transportation	\$34,869.10
Road Construction	\$28,208.29
Maintenance/Rockwear	\$7,858.28
Road Use	\$0.00
Other Allowances	\$29,402.75
Total:	\$369,852.82
Total Logging Cost per MBF:	\$446.68

Utilization Centers

Location	Distance	% of Net Volume
White City	25.0 miles	100 %

Profit & Risk

Profit	10 %
Risk	4 %
Total Profit & Risk	14 %

Tract Features

Quadratic Mean DBH	12.5 in
Average GM Log	42 bf
Average Volume per Acre	7.0 mbf
Recovery	89 %
<u>Net MBF volume:</u>	
Green	828.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	37 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	63 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	February 2018
Cruised By	Caulfield/Cannon
Cruise Method	
3P for DF & BLM 100% for all other Species. 5 Sugar Pines were cruised as Ponderosa Pines as prices are the same.	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	6,456	808.0	\$597.56	\$83.66	\$446.68	\$0.00	\$67.20	\$54,297.60
Ponderosa Pine	259	20.0	\$329.00	\$46.06	\$446.68	\$0.00	\$32.90 *	\$658.00
Totals	6,715	828.0						\$54,955.60

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

*****SEE SUPPLEMENTAL DEFICIT STUMPAGE WORKSHEET FOR ACTUAL STUMPAGE VALUES!!!!

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 %	30.0 %	57.0 %	12.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Ponderosa Pine				16.0 %	67.0 %	17.0 %	

Unit: 14-5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	185.0	205.0	211.0	1,867
Ponderosa Pine	7.0	7.0	7.0	83
Totals:	192.0	212.0	218.0	1,950

Net Volume/Acre: 8.0 MBF

Regeneration Harvest	0.0
Partial Cut	24.0
Right of Way	0.0
Total Acres:	24.0

Unit: 17-5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	277.0	307.0	314.0	1,448
Ponderosa Pine	2.0	2.0	2.0	17
Totals:	279.0	309.0	316.0	1,465

Net Volume/Acre: 7.5 MBF

Regeneration Harvest	0.0
Partial Cut	37.0
Right of Way	0.0
Total Acres:	37.0

Unit: 21-13

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	199.0	217.0	219.0	1,541
Ponderosa Pine	8.0	8.0	8.0	134
Totals:	207.0	225.0	227.0	1,675

Net Volume/Acre: 9.0 MBF

Regeneration Harvest	0.0
Partial Cut	23.0
Right of Way	0.0
Total Acres:	23.0

Unit: 23-7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	134.0	149.0	153.0	1,493
Ponderosa Pine	1.0	2.0	2.0	13
Totals:	135.0	151.0	155.0	1,506

Net Volume/Acre: 4.4 MBF

Regeneration Harvest	0.0
Partial Cut	31.0
Right of Way	0.0
Total Acres:	31.0

Unit: RS

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	13.0	15.0	15.0	107
Ponderosa Pine	2.0	2.0	2.0	12
Totals:	15.0	17.0	17.0	119

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.0
Total Acres:	3.0

Total Stump To Truck	Net Volume	\$/MBF
\$269,514.40	828.0	\$325.50

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable/Tractor Swing	GM MBF	146.0	\$349.73	\$51,060.58	Unit 21-13(15ac)
Cable: Medium Yarder	GM MBF	431.0	\$281.24	\$121,214.44	Units 17-5, 21-13(2ac), 23-79(21ac)
Track Skidder	GM MBF	320.0	\$245.26	\$78,483.20	Units 14-5, 21-13(6ac), 23-7(10ac)
Roadside	GM MBF	17.0	\$245.26	\$4,169.42	Unit RS
Subtotal				\$254,927.64	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Deadman Anchor	Each	15.0	\$450.00	\$6,750.00	Unit 17-5
Intermediate Support	Each	6.0	\$250.00	\$1,500.00	Unit 17-5, 23-7
Directional Falling	Hour	35.3	\$49.20	\$1,736.76	
Subtotal				\$9,986.76	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable Side	Total	1.0	\$4,600.00	\$4,600.00	2 Additional Moves - Yarder, Loader, Delimber, Tractor. Plus 1 additional move- Tractor/Skidder unit 21-13.
Subtotal				\$4,600.00	

Total	Net Volume	\$/MBF
\$34,869.10	828.0	\$42.11

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City	25.0	All Species	GM MBF	914.0	\$38.15	\$34,869.10	100 %

Engineering Allowances

Total	Net Volume	\$/MBF
\$36,066.57	828.0	\$43.56

Cost Item	Total Cost
Road Construction:	\$28,208.29
Road Maintenance/Rockwear:	\$7,858.28
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$29,402.75	828.0	\$35.51

Environmental Protection

Cost item	Total Cost
Equipment Washing	\$256.00
Barricades	\$225.00
Seed & Mulching	\$342.00
Ripping	\$622.50
Subtotal	\$1,445.50

Logging

Cost item	Total Cost
Waterbar Corridors	\$200.00
Landing Construction	\$750.00
Subtotal	\$950.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Stream & Culvert Cleaning	\$256.00
Subtotal	\$256.00

Slash Disposal & Site Prep

Cost item	Total Cost
Fire Line Construction	\$1,472.00
Machine Pile Burn & Mop-up	\$1,197.00
Fuels Pullback	\$40.00
Lop and Scatter	\$2,247.00
Cover & Burn Landing Decks	\$14.00
Machine Pile Landing Decks	\$25.00
Landing Clean-up	\$1,000.00
Underburning	\$4,725.00
Machine Pile & Cover	\$16,031.25
Subtotal	\$26,751.25

Comments:

Landing Clean-up with Loader

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sale: Savage Murph TS
Sale Date: Oct 2020
Prep. By : EFreeman
Tract No: 2018.0006

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/828 MBF = **\$0.00/MBF**

Road Maintenance Obligation:

(2.1) BLM Maintenance	\$2,520.10
(2.2) BLM Rockwear	\$1,952.40
(5.1) Purchaser Maintenance Rockwear	\$0.00
Total Rockwear Payable to BLM	\$1,952.40
(3.1) 3rd Party Maintenance	\$0.00
(3.2) 3rd Party Rockwear	\$69.29
(4.1) Other Maintenance Payments	\$0.00
Total Maintenance Fee Obligation (2.1-5.1)	<u>\$4,541.79</u>

Purchaser Maintenance Allowances:

(5.2A) Move In	\$1,431.36
(5.2B) Culverts, Catch Basins, Downspouts	\$0.00
(5.2C) Grading, Ditching	\$868.38
(5.2D) Slide Removal and Slump Repair	\$0.00
(5.2E) Dust Palliative (Water)	\$239.46
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00

Total Purchaser Maintenance Allowances (5.2A-5.2G) \$2,539.20

(2.1-5.2G) Cost (\$4,541.79 + \$2,539.20) = \$7,080.99
Cost/MBF \$7,080.99 / 828 MBF = \$8.55/MBF

(5.2H) Decommissioning \$777.29

(5.2H) Cost/MBF \$777.29/828 MBF = \$0.94/MBF

(2.1-5.2H) Cost (\$4,541.79 + \$2,539.20 + \$777.29) = \$7,858.28

Total Cost/MBF (Excluding Road Use) \$7,858.28/828 MBF = \$9.49/MBF

1) Road Use Fees - Amortization

Details

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

Subtotal by agreement number

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul

MAINTENANCE (2.1)					ROCKWEAR (2.2)			
Road Number and Segment	A Surf N Type	Maint Mi	Vol x Fee x MBF =	Maint	Fee x MBF =	Rkwear		
37-5-01.0(A-B1)A	BST	1.32	0.92	342	\$415.32	\$0.00		
37-5-01.0(B2-C)A	AGG	2.08	0.76	342	\$540.63	\$519.29		
37-5-14.0(A)	A AGG	0.12	0.76	342	\$31.19	\$29.96		
37-5-14.0(A)	A AGG	0.32	0.76	150	\$36.48	\$35.04		
37-5-14.0(B)	A AGG	0.55	0.76	150	\$62.70	\$0.00		
37-5-14.0(C)	A AGG	0.14	0.76	150	\$15.96	\$15.33		
37-4-04.0(A)	A AGG	0.11	0.76	279	\$23.32	\$22.40		
37-4-04.1(A-D)A	AGG	4.17	0.76	279	\$884.21	\$849.30		
37-4-04.1(D)	A AGG	0.24	0.76	167	\$30.46	\$29.26		
37-4-15.0(A)	A AGG	1.12	0.76	207	\$176.20	\$169.24		
37-4-15.0(B)	A AGG	0.06	0.76	207	\$9.44	\$0.00		
37-4-15.0(C)	A AGG	1.87	0.76	207	\$294.19	\$282.58		

(2.1) Subtotal \$2,520.10

(2.2) Subtotal \$1,952.40

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1)				ROCKWEAR (3.2)		
Agrmnt Number	Surface Type	Road Number	Mi x Fee x MBF =	Maint	Fee x MBF =	Rkwear
M-660 MTI	AGG	37-5-14.0(B)	0.55		0.73	150
M-660 ST	AGG	37-4-15.0(B)	0.06		0.73	207

Subtotal of maintenance fees by agreement number:

Subtotal of rockwear fees by agreement number:

M-660 MTI \$60.23

M-660 ST \$9.07

(3.1) Subtotal \$0.00

(3.2) Subtotal \$69.30

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Agency	Road Number	Miles (Log)	Vol x (mbf)	Fee x MBF/MI =	Cost
--------	-------------	-------------	-------------	----------------	------

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)					
Road No	A	RkWear		Vol	Total
and Segment	N	Mi	x Fee x	MBF =	RkWear
37-5-23.1	A	0.92	0.00	150	\$0.00
37-5-14.2	A	0.24	0.00	192	\$0.00
37-4-17.4	A	0.21	0.00	112	\$0.00

(5.1) Subtotal \$0.00

Purchaser Operational Maintenance

Move In

No	Move	Cost/	Dist	Sub-	
Equipment	Units	x in x	50 Mi x	Factor =	total
Motor Grader:	1	2	\$414.00	0.63	\$521.64
Back Hoe:	1	2	\$308.00	0.63	\$388.08
Loader:			\$414.00	0.63	\$0.00
Water Truck:			\$96.00	0.63	\$0.00
Dump Truck:			\$91.00	0.63	\$0.00
Excavator:	1	2	\$414.00	0.63	\$521.64
Roller:			\$414.00	0.63	\$0.00

(5.2A) Total \$1,431.36

Culvert Maintenance - Including Catch basins and Downpipes

	Miles	x	Cost/Mi	=	Subtotal
\$383.34			\$0.00		

(5.2B) Total \$0.00

Grading (Includes Ditches and Shoulders)

Miles	x	Cost/Mi	x	Freq	=	Subtotal
Blade w/ Ditch:	0.00		\$708.54	0		\$0.00
Blade w/o Ditch:	2.00		\$434.19	1		\$868.38

(5.2C) Total \$868.38

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

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

(5.2D) Total \$0.00

Dust Palliative (Water)

Spreading Hours

	No Miles	/	Freq MPH	=	Truck Hours	x	Days	x	/Day	=	Hours
	1.50		5		0.3		10		1		3
Load & Haul =					0.0		0		0		0
Total Hours =					3						

Truck Cost: \$79.82/Hr. x 3.0 Hours = \$239.46

(5.2E) Total \$239.46

Surface Repair (Aggregate)

(5.2F) Total \$0.00

Other

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

(5.2G) Total \$0.00

Decommissioning**Ripping**

Road Number	Ripping Cost	x	(NumSta or CuYds)	= Total
TempRt 17-5-A	\$30.70	x	3.9	= \$119.73
TempRt 17-5-B	\$30.70	x	3.2	= \$98.24

(Ripping) Total \$217.97

Other Costs

Road Number	Cubic Yds Pullback Material		Qty Waterbars		Qty Earthen Barriers	= Total
TempRt 17-5-A	(0x\$1.80)	+	(2x\$55.93)	+	(1x\$167.80)	= \$279.66
TempRt 17-5-B	(0x\$1.80)	+	(2x\$55.93)	+	(1x\$167.80)	= \$279.66

(Other Cost) Total \$559.32

(5.2H) Decommissioning Total \$777.29

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)**

Contract No.: ORM07-TS-2018.0006
Sale Name: Savage Murph Timber Sale
Issuing Office: Medford District

**EXHIBIT B
SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

- I. **Total Actual Purchase Price** - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices		
Species/Products	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	
Ponderosa Pine	MBF	\$32.90
Utility logs	MBF	Not Applicable

- II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber required to be removed from the contract area. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Material Specifications			
Species/Product	Length (feet)	Diameter (inches inside bark at small end)	Net Scale (% of gross volume of any log segment)
All Species	8 feet	6 inches	33 1/3% of gross volume of any log segment or 10 bf.

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3. (g). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Other Timber - If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

V. Scaling

A. Log Rule and Measurement - All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.

B. Scaling Service - A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third party scaling organizations under agreement with BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.

C. Defect Caused by Abnormal Delay - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.

D. Log Presentation - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.

E. Check Scale

The BLM will conduct check scales using the following standards.

Gross Scale. A variance of one and ½ percent (1.5%) in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

F. Accountability

1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off

hours shall be left on the truck or may be off loaded to the designated area.

4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 8:00 a.m. to 5:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).
5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer three (3) days in advance to request additional scale site locations for approval on the Scaling Authorization.
7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

G. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

VI. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

- A. Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price And/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
14-5	24	8	192		
17-5	37	7.5	279		
21-13	23	9	207		
23-7	31	4.4	135		
RS	3	5	15		
Sale Total	118		828		

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Truck Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Truck Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

EXHIBIT C1

BUREAU OF LAND MANAGEMENT

MEDFORD DISTRICT




SCALE IN MILES

EXHIBIT NO.	DESCRIPTION		
C1	TITLE SHEET		
C2	ROAD RENOVATION MAPS		
C3	ESTIMATE OF QUANTITIES SHEETS		
C4	TYPICAL ROAD DATA SHEET		
C5	ROADSIDE BRUSHING DETAILS		
C6	DRAINAGE & EROSION CONTROL DETAILS		
C7	ROADS WORK LIST		
C8	ROAD SPECIFICATIONS		
C9	SPECIAL PROVISIONS		
D1	ROAD MAINTENANCE SPECIFICATIONS		
D2	ROAD MAINTENANCE MAPS		
D3	DECOMMISSIONING MAPS		
D4	DECOMMISSIONING WORKLIST		
D5	DECOMPACTION & CULVERT REMOVAL DETAILS		
D6	BARRICADE & WATER BAR DETAILS		
REV. NO.	DESCRIPTION	DATE	APPROV.

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

Savage Murph
Timber Sale
Title Sheet

DESIGNED:
REVIEWED:
APPROVED:



DRAFTED BY: ELF
DATE: APR 2019

SCALE: 1" = 12 MI
SHEET: 1 OF 1

DRAWING NO.: OR-11-9113.4-1

EXHIBIT C2-1

LEGEND

LAND OWNERSHIP

- BLM
- NON-BLM
- TS UNITS

ROADS - SURFACE TYPE

- Bituminous
- Aggregate
- Natural
- Unknown

HAUL ROADS

- HAUL ROADS

COUNTY BOUNDARY

RESOURCE AREA BOUNDARY

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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
OVERALL SALE AREA			
DRAFTED BY: ELF			
DATE: MAR 2019		SHEET: 1 OF 6	

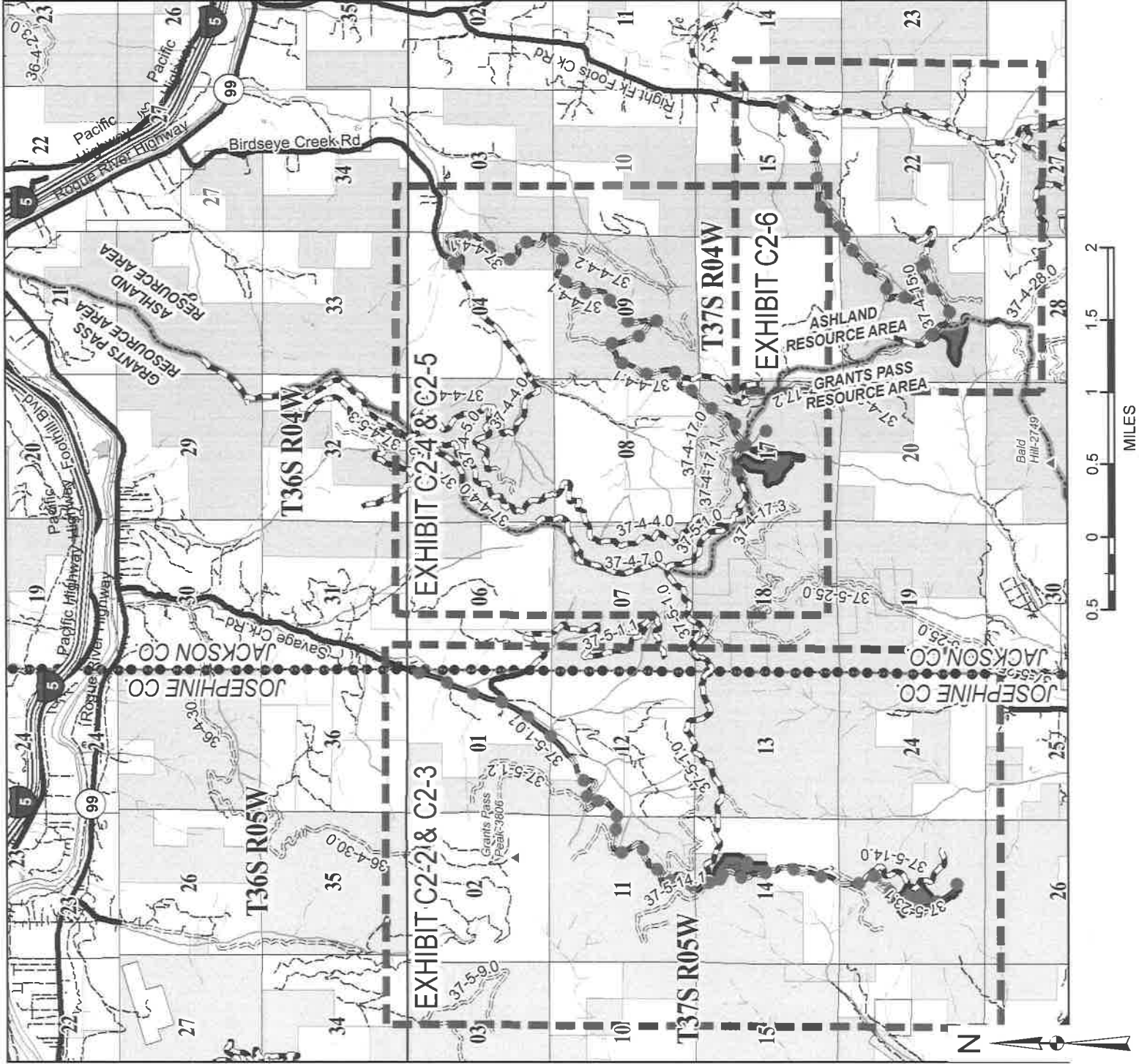


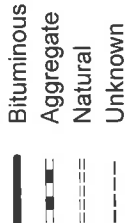
EXHIBIT C2-2

LEGEND

LAND OWNERSHIP



ROADS - SURFACE TYPE



RENO/MAINT RESPONSIBILITY



RESOURCE AREA BOUNDARY



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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
SAVAGE CREEK AREA			
DRAFTED BY: ELF		SHEET: 2 OF 6	
DATE: MAR 2019			

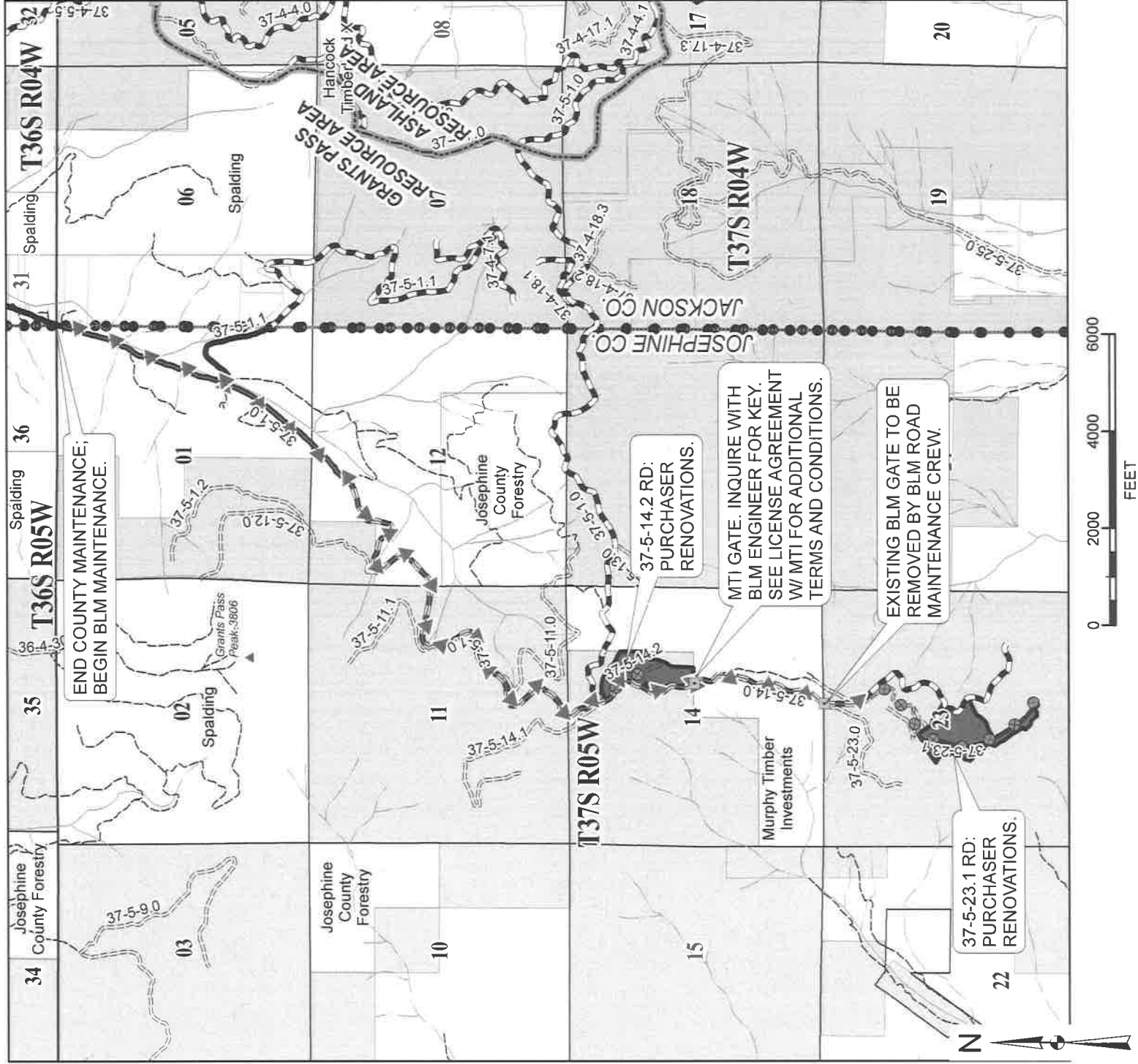


EXHIBIT C2-3

LEGEND

LAND OWNERSHIP

- BLM
- NON-BLM
- TS UNITS

ROADS - SURFACE TYPE

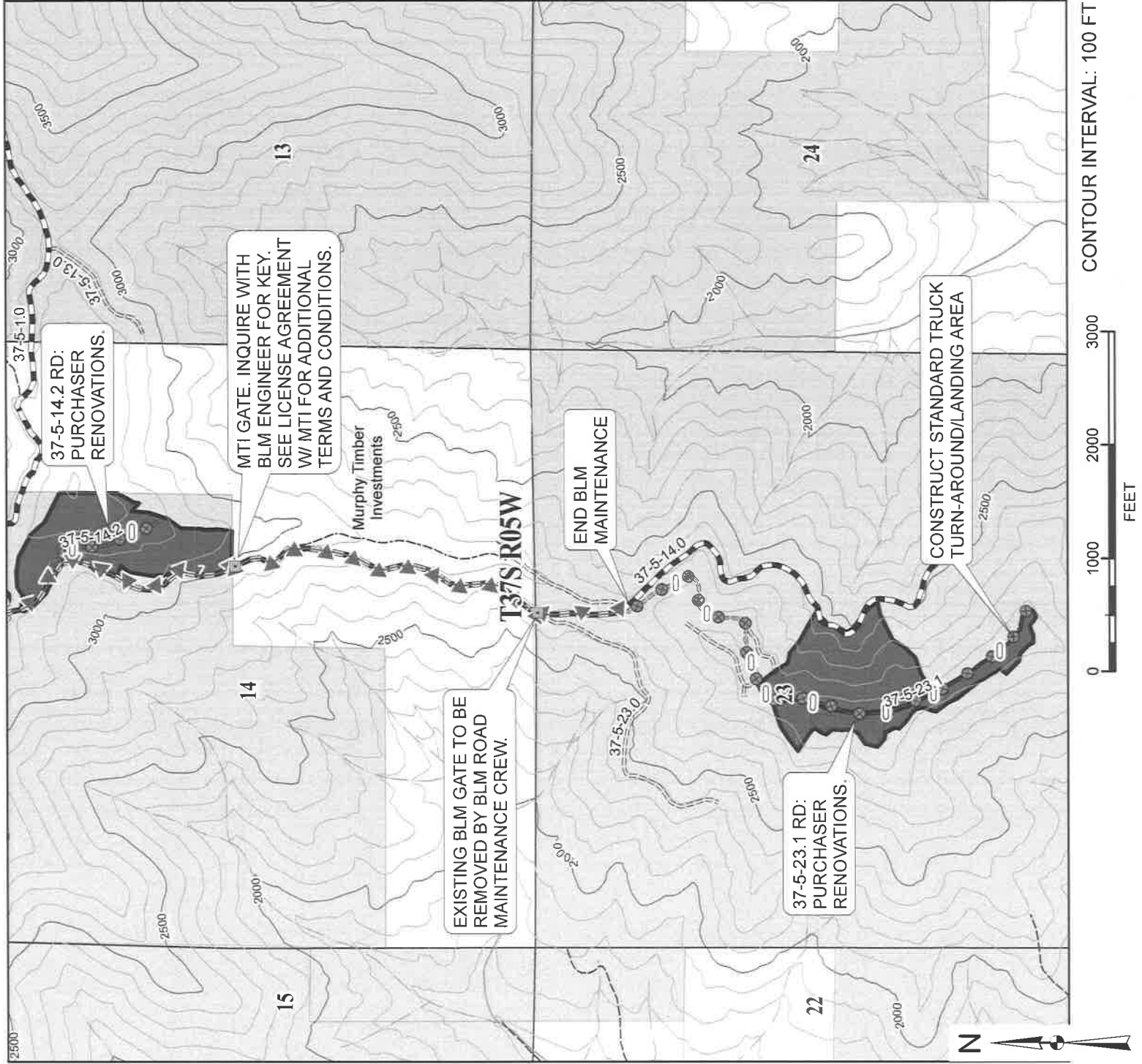
- Bituminous
- Aggregate
- Natural
- Unknown

RENO/MAINT RESPONSIBILITY

- PURCHASER RENO
- BLM MAINT
- GATE
- RECONSTRUCT EX. WATER DIP

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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
SAVAGE CREEK AREA			
DRAFTED BY: ELF			
DATE: MAR 2019		SHEET: 3 OF 6	



LEGEND

LAND OWNERSHIP

NON-BLM

TS UNITS

ROADS - SURFACE TYPE

Aggregate

Unknown

RENO/MAINT RESPONSIBILITY

BLM MAINT

TEMP ROUTE RECONSTRUCTION

 GATE

RESOURCE AREA BOUNDARY

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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
BIRDSEYE CREEK AREA			
DRAFTED BY: ELF			
DATE: MAR 2019		SHEET: 4 OF 6	

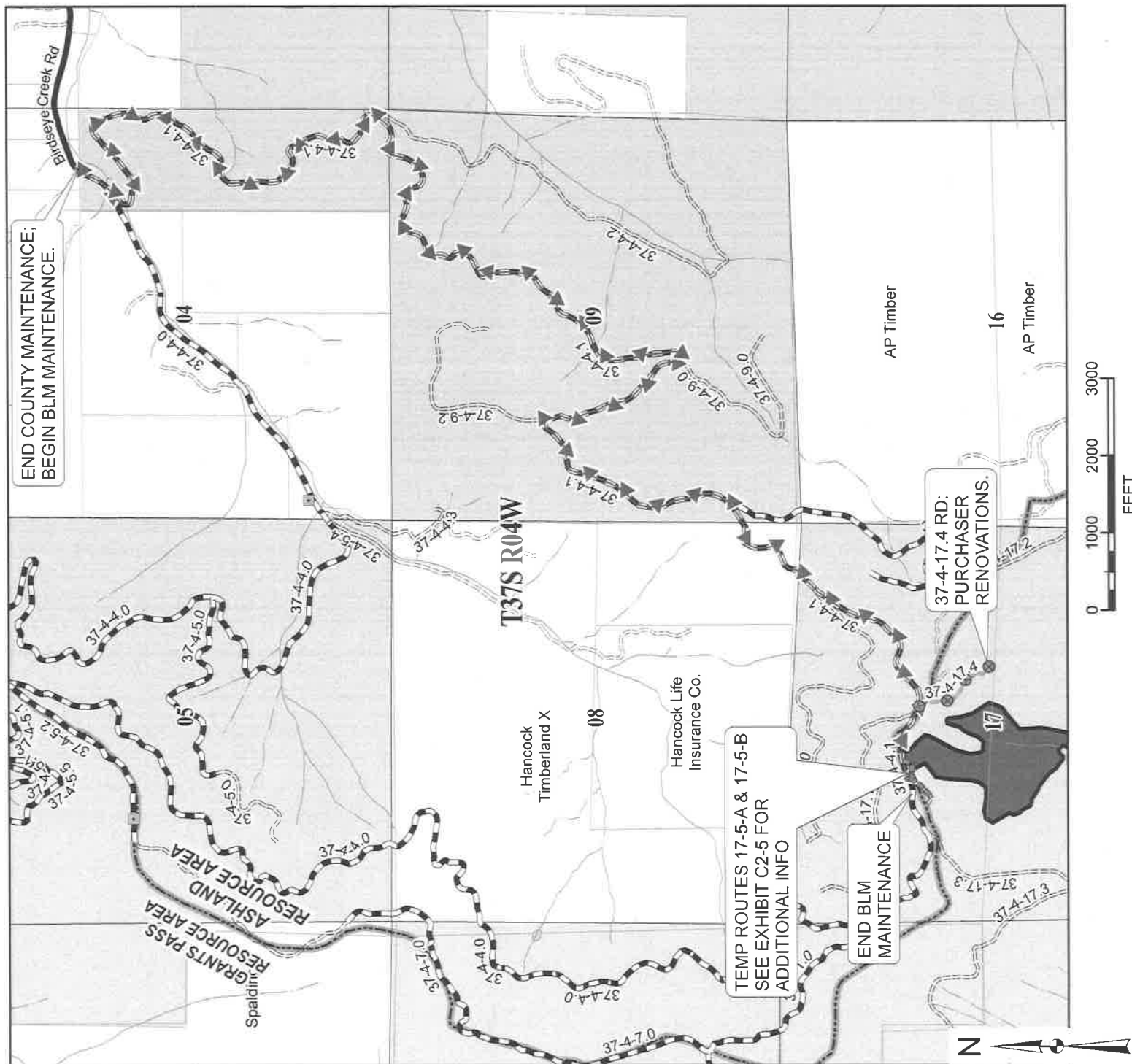


EXHIBIT C2-5

LEGEND

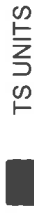
LAND OWNERSHIP



BLM



NON-BLM



TS UNITS

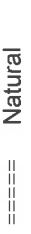
ROADS - SURFACE TYPE



Bituminous



Aggregate



Natural



Unknown

RENO/MAINT RESPONSIBILITY



PURCHASER RENO



BLM MAINT



TEMP ROUTE RECONSTRUCTION



RECONSTRUCT EX. WATER DIP



GATE



RESOURCE AREA BOUNDARY

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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
BIRDSEYE CREEK AREA			
DRAFTED BY: ELF		SHEET: 5 OF 6	
DATE: MAR 2019			

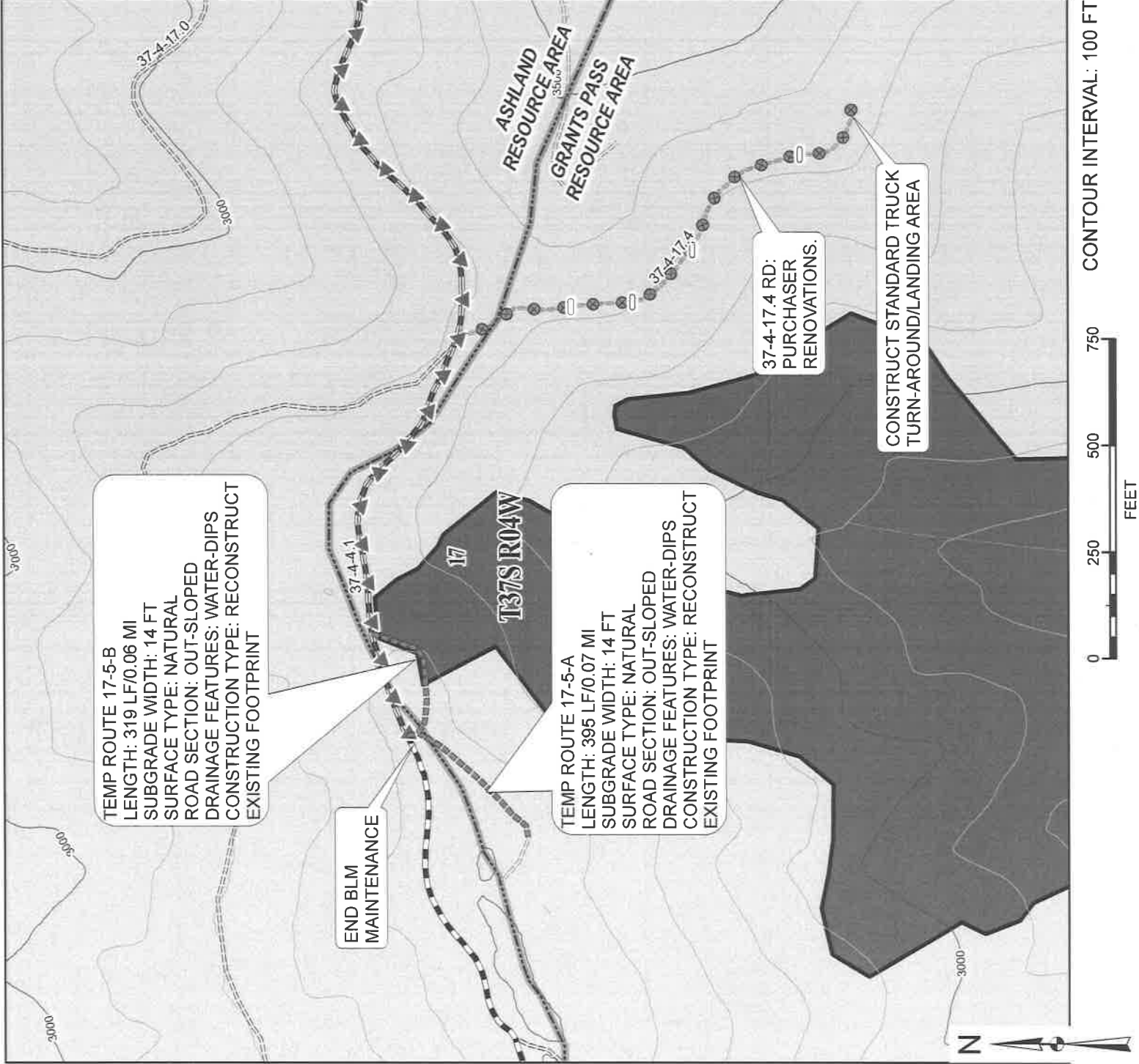


EXHIBIT C2-6

LEGEND

LAND OWNERSHIP

- BLM
- NON-BLM
- TS UNITS

ROADS - SURFACE TYPE

- Bituminous
- Aggregate
- Natural
- Unknown

RENO/MAINT RESPONSIBILITY

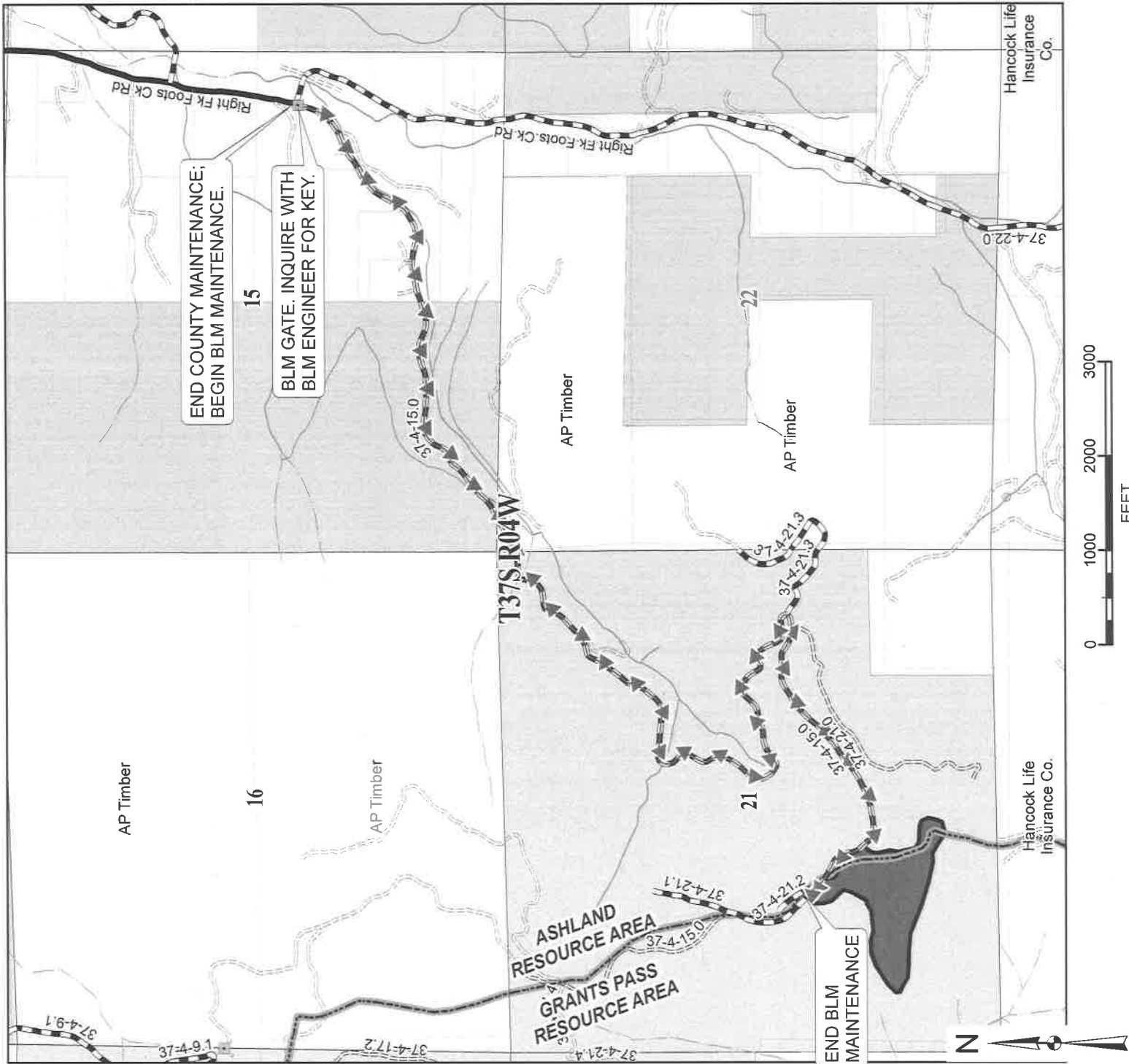
- PURCHASER RENO
- BLM MAINT

GATE

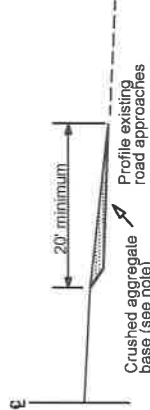
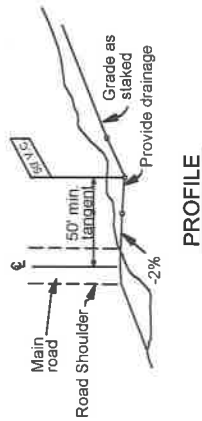
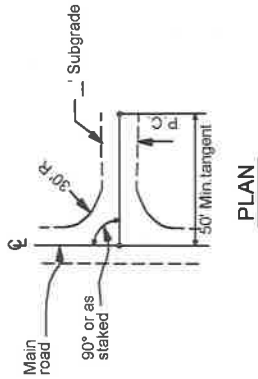
RESOURCE AREA BOUNDARY

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Rev No.	Description	Date	Approval
UNITED STATES DEPARTMENT OF THE INTERIOR			
BUREAU OF LAND MANAGEMENT			
MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE			
ROAD RENOVATION MAP			
FOOTS CREEK AREA			
DRAFTED BY: ELF		SHEET: 6 OF 6	
DATE: MAR 2019			



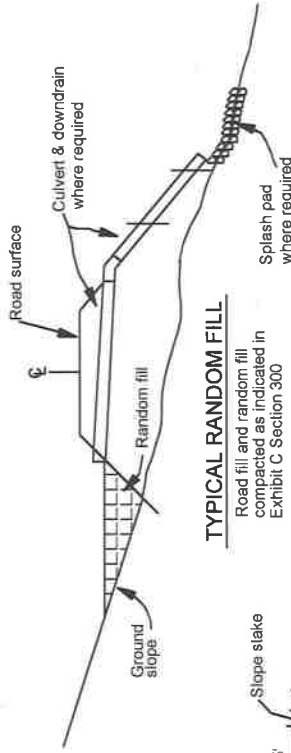
TYPICAL ROAD APPROACHES



TYPICAL SURFACING SECTION

NOTES:

1. The profile of the existing approach roads shall be tapered to meet the shoulder line of the main roadway and shall receive the same wearing surface.
2. The crushed aggregate base shall be of the same gradation as used in the adjacent roadbed.
3. Approaches shall be finished with the same treatment as shown for the adjacent roadbed.

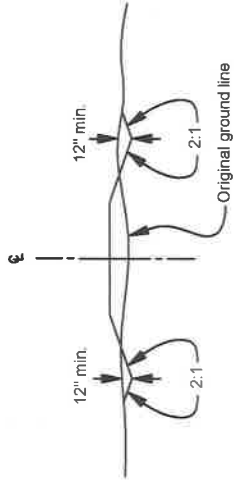


TYPICAL RANDOM FILL

Road fill and random fill compacted as indicated in Exhibit C Section 300



CUT SLOPE ROUNDING



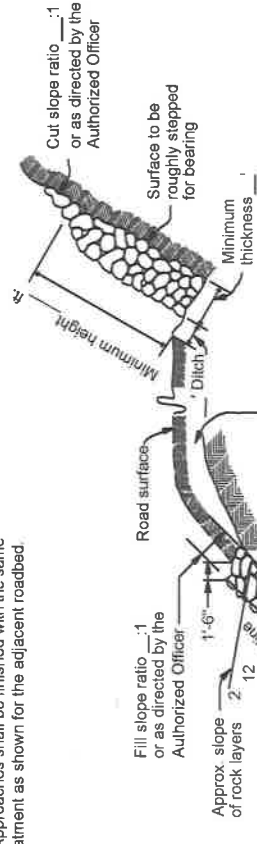
TYPICAL ROAD SECTION FOR TURNPIKE CONSTRUCTION

NOTES: RIPRAP AT CULVERTS

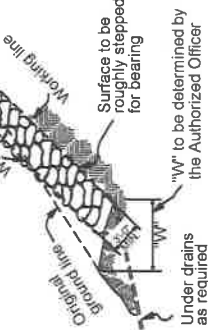
1. Riprap shall be placed in such a manner that it will not damage the culvert.
2. Trenching will be done as required by the Authorized Officer.
3. Minimum depth of splash pads shall be 1FT.
4. Minimum quantity shall be 1CY per culvert
5. Riprap shall be placed before October 1st of the year the culvert is installed.

SPECIAL COMPACTION

TYPICAL BENCHING SECTION

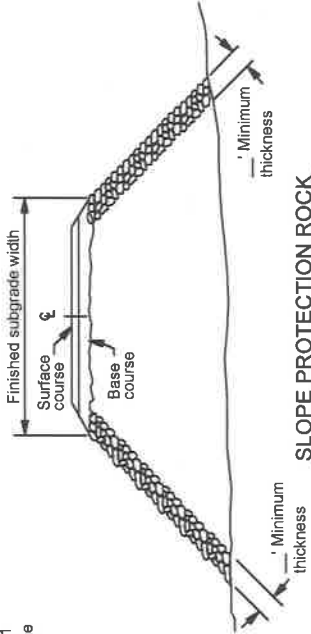


Fill to be placed after rock embankment is constructed



ROCK BLANKETS AND STRUCTURES

see Exhibit C Section 1400



SLOPE PROTECTION ROCK

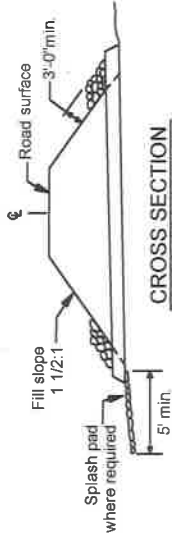
see Exhibit C Section 1400

ALWAYS

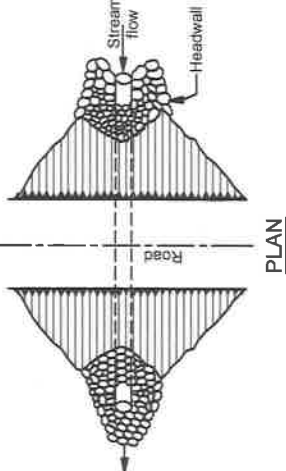
THINK
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EXHIBIT C4

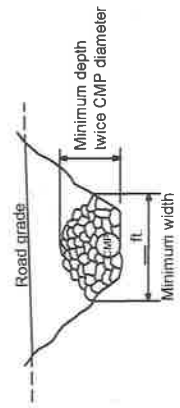
RIPRAP AT CULVERTS



CROSS SECTION



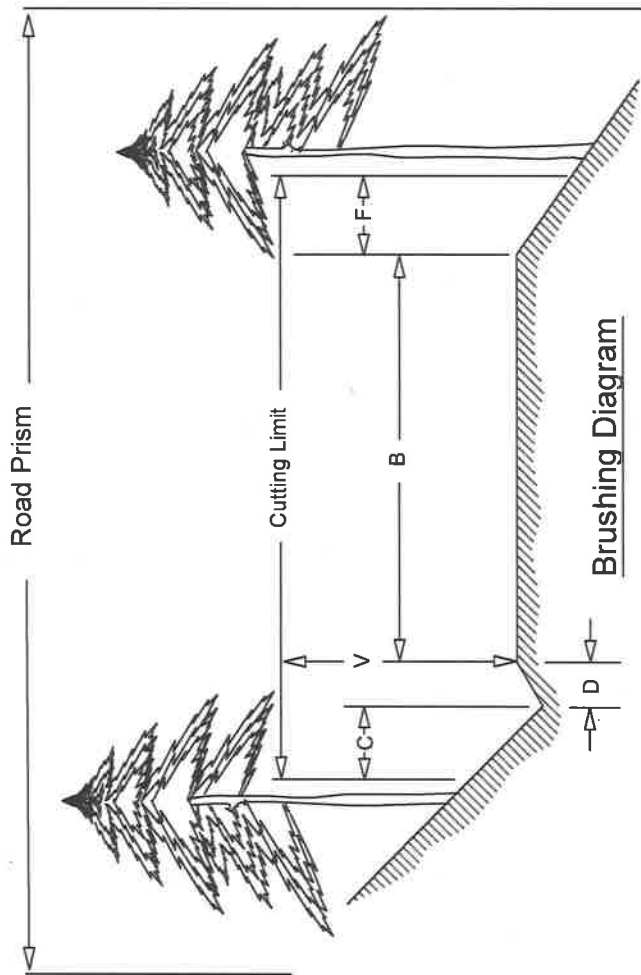
PLAN



ELEVATION

REV. NO.	DESCRIPTION	DATE	APPROV.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
SAVAGE MURPH TIMBER SALE TYPICAL ROAD DATA				
DRAFTED BY: ELF		SCALE: NONE		
DATE: APR 2019		SHEET: 1 OF 1		
DRAWING NO.: OR-11-9113.4-4				

EXHIBIT C5



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

B = Road Bed Subgrade (includes turnouts)

Cut all vegetation to maximum height of 1" flush with the running surface.

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

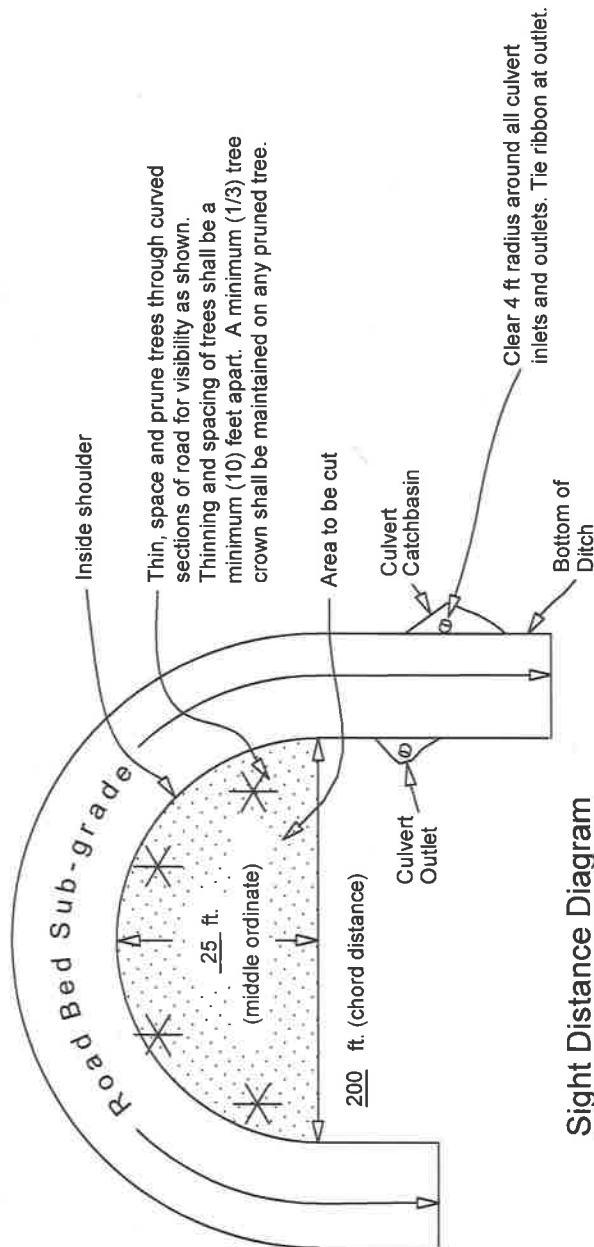
D = Centerline of ditch to inside shoulder. Cut all vegetation to maximum height of 1".

F = 6 ft - Distance to be brushed on fill slope beyond outside shoulder. Cut all vegetation to maximum height of 4".

V = 14 ft - Height of vertical cutting limit

Brushing Diagram

Inside Corner

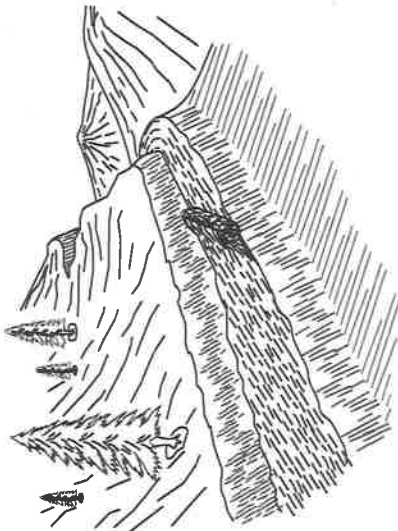


Sight Distance Diagram

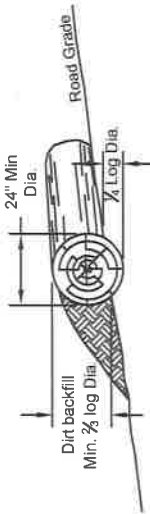
ALWAYS
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REV. NO.	DESCRIPTION	DATE	APPROV	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
SAVAGE MURPH TIMBER SALE ROADSIDE BRUSHING DETAIL				
DRAFTED BY: ELF		SCALE: NONE		
DATE: APR 2019		SHEET: 1 OF 1		
DRAWING NO.: OR-11-9113.4-4				

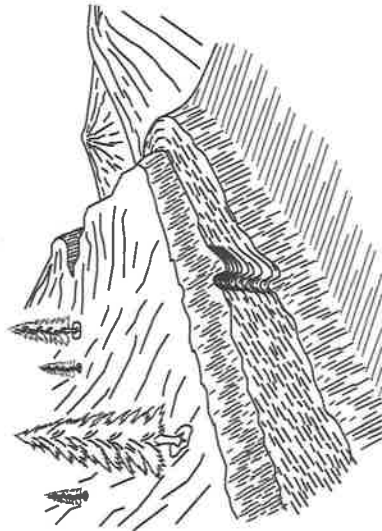
EXHIBIT C6-1



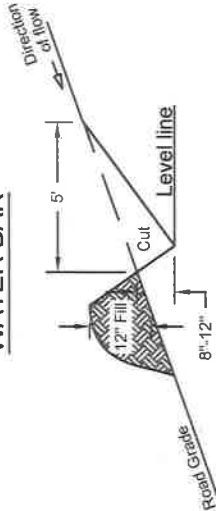
LOG BARRICADE



1. 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.
5. The minimum small end diameter of the log barricade shall be 24".



WATER BAR



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



WATER DIP



1. Water 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.

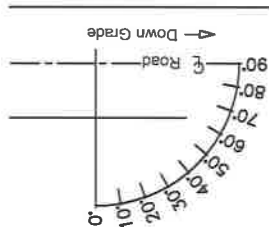
WATER BAR SPACING* BY EROSION CLASS^

ROAD GRADE	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.

^ The erosion classes include the following rock types:
High: Granite, sandstone, andesite porphyry, glacial or alluvial deposits, soft matrix conglomerate, volcanic ash, and pyroclastics.
Moderate: Basalt, andesite, quartzite, hard matrix conglomerate, and rhyolite.
Low: Metasediments, metavolcanics, and hard shale.

SKUEW DIAGRAM



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WATER DIP SPACING*

ROAD GRADE	SANDY LOAM	DECOMPOSED GRANITE/SAND	CLAY & SILTY SOILS
%	FEET	FEET	FEET
2-3	-	2000-1000	1200-800
4-7	1200-600	950-450	600-300
8-10	550-450	450-350	300-200
11-15	450-300	350-200	200-100
16+	300-250	200-150	100

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

SAVAGE MURPH TIMBER SALE DRAINAGE & EROSION CONTROL DETAILS

DRAFTED BY: ELF

DATE: APR 2019

SCALE: NONE

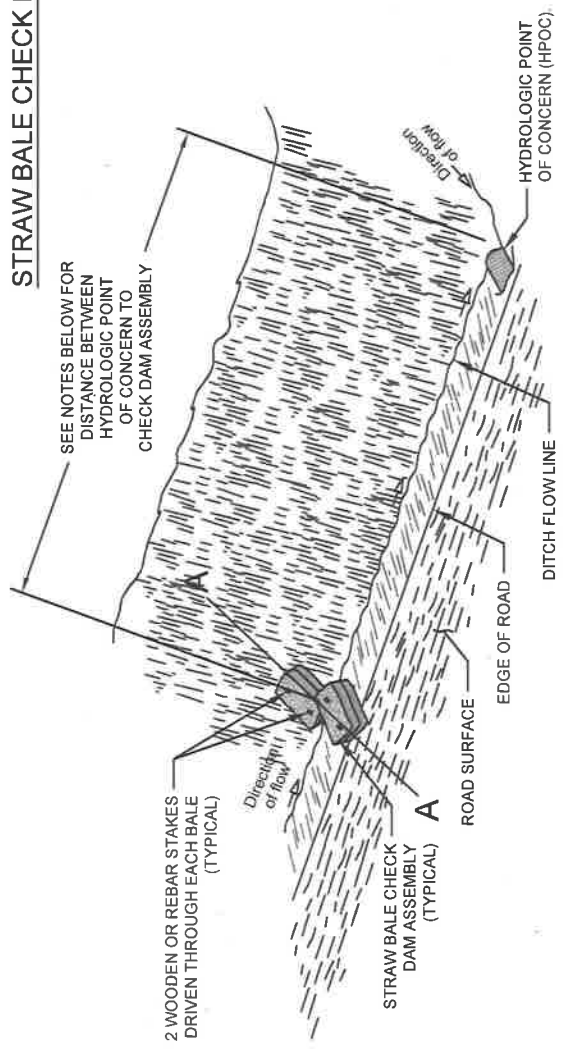
SHEET: 1 OF 2

DRAWING NO.: OR-11-9113.4-4

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

STRAW BALE CHECK DAM ASSEMBLY

EXHIBIT C6-2



PLAN

NOTES:

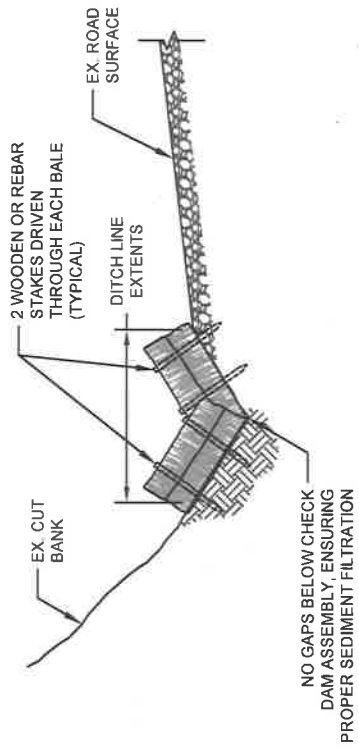
1. All straw bales will be from a weed free certified source.
2. Hydrologic Points of Concern (HPOC) are natural drainage features (ie. streams, creeks, draws) that intersect with existing or proposed roads.
3. If the HPOC is a bridge spanning across a noted or listed critical fish habitat (Coho) waterway, 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.
2. 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.
4. The assemblies do not need to be anchored if the terrain is relatively flat, less than 2% ditch line grade.

INSPECTION/MAINTENANCE NOTES:

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



SECTION A-A

REV. NO.	DESCRIPTION	DATE	APPROV.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
Savage Murph Timber Sale Drainage & Erosion Control Details				
DRAFTED BY: ELF		SCALE: NONE		
DATE: APR 2019		SHEET: 2 OF 2		
DRAWING NO.: OR-11-9113.4-4				

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Exhibit C7

Sale Name: Savage Murph T.S.

Page 1 of 3

Roads Work List

Definitions:

ABC = Aggregate Base Course
ASC = Aggregate Surface Course
BST = Bituminous
CL = Center Line
CMP = Corrugated Metal Pipe
CY = Cubic Yard
GRR = Grid Rolled Rock

Jct = Junction/Intersection
MP = Mile Post
NAT = Natural or Native Surface
PRR = Pit Run Rock
Pvt = Private (Industry or Citizen)
Seg = Segment

Existing Road Renovation

The existing road renovation work list consists of road work to be performed by the Purchaser's Representative and/or Contractor **prior** to timber hauling per Section 42(B)(2) of the contract Special Provisions. All road work shall comply with the contract Special Provisions, Specifications, and Exhibits.

Savage Creek Area – See Exhibit C2-2 & C2-3 for Maps:

37-5-23.1 Road – Savage Pass C Sp – NAT

<u>MP</u>	<u>Description</u>
0.00	Jct w/ 37-5-14.0 Road. Begin road renovation which includes clearing and grubbing of the existing overgrown road prism; reshaping road surface (blading) to road specifications; reshaping and reconstructing existing water dips; and roadside brushing.
0.10	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.20	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.26	Jct w/ old spur road on right.
0.34	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.37	Jct w/ old spur road on right.
0.38	Unit 23-7 boundary on left.
0.40	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.42	Unit 23-7 boundary on right.
0.49	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.61	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.69	Unit 23-7 boundary on left.
0.70	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.83	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.88	Construct truck turnaround/landing area.
0.92	End road renovations. Unit 23-7 boundary on right. Waste disposal site at end of road. Place waste material on stable area well off of road surface and outside of turnaround/landing area so not to impede drivability of traffic.

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37-5-14.2 Road – Savage Pass B Sp – NAT

<u>MP</u>	<u>Description</u>
0.00	Jct w/ 37-5-14.0 Road. Begin road renovation which includes clearing and grubbing of the existing overgrown road prism; reshaping road surface (blading) to road specifications; reshaping and reconstructing existing water dips; and roadside brushing.
0.07	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.17	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.24	End road renovations at large landing area. Waste disposal site at end of road. Place waste material on stable area well off of road surface and outside of turnaround/landing area so not to impede drivability of traffic.

Birdseye Creek Area – See Exhibit C2-4 & C2-5 for Maps:

37-4-17.4 Road – Upper Caris Crk Sp – NAT

<u>MP</u>	<u>Description</u>
0.00	Jct w/ 37-4-4.1 Road. Begin road renovation which includes clearing and grubbing of the existing overgrown road prism; reshaping road surface (blading) to road specifications; reshaping and reconstructing existing water dips; and roadside brushing.
0.01	Large landing area.
0.05	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.08	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.12	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.18	Reconstruct/reshape existing water dip and armor fill slope per specifications and details on Exhibit C6-1. Apply seed and mulch to fill slope area to stabilize side cast material.
0.21	End road renovation at large landing/turnout area. Reconstruct truck turnaround.

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Temporary Routes

All Temporary Routes are NAT surface, unless noted otherwise. Subgrade width shall not exceed 14 feet.

Birdseye Creek Area – See Exhibit C2-4 & C2-5 for Maps:

Temp Route 17-5-A

STA	Description
0+00	Jct w/ 37-4-4.1 Road on left and right. Begin temp route reconstruction. See Exhibit C2-5 for additional temp route specifications.
0+40	Jct w/ Temp Route 17-5-B on left.
3+90	End temp route construction.

Temp Route 17-5-B

STA	Description
0+00	Jct w/ Temp Route 17-5-A on left and right. Begin temp route reconstruction. See Exhibit C2-5 for additional temp route specifications.
3+20	End temp route construction. Jct w/ 37-4-4.1 Road on left and right.

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ROAD RENOVATION AND IMPROVEMENT SPECIFICATIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION
100	General
200	Clearing and Grubbing
300	Excavation and Embankment
500	Renovation and Improvements of Existing Roads
1400	Slope Protection
1700	Erosion Control
1800	Soil Stabilization
2100	Roadside Brushing

GENERAL – 100

101 - Prewrite 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:

AASHTO - 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.

Base Course - 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.

Burst Strength - 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.

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

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

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

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

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

Grab Tensile Strength - 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.

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

Nonwoven Geotextile Material - 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.

Penetration Resistance - 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.

Percent Open Area - 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.

Permeability - 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.

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

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

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

Puncture Resistance - 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.

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

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

Reinforcement - Strengthening of concrete with iron bars or mesh; geotextile with geotextile material inclusion; subgrade with aggregate; etc.

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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constructed.

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

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

Tensile Test - 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.

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

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

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

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

Unaged Cloth - Cloth in condition received from the manufacturer or distributor.

Woven Geotextile Material - 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:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
<u>AASHTO T 27</u>	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
<u>AASHTO T 90</u>	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.
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve.

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25 blows/layer & 3 layers.

Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers.

<u>AASHTO T 176</u>	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
<u>AASHTO T 180</u>	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-inch drop.
<u>AASHTO T 191</u>	<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.
<u>AASHTO T 205</u>	<u>Rubber balloon.</u> Density of soil in place. Use for compacted or firmly bonded soil.
<u>AASHTO T 210</u>	Durability of aggregates based on resistance to produce fines.
<u>AASHTO T 224</u>	Correction for coarse particles in the soil.
<u>AASHTO T 310</u>	Determination of density of soil and soil-aggregates in place by nuclear methods.
<u>AASHTO T 248</u>	Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
<u>ASTM D 4564</u>	Determination of relative density of cohesionless soils.
<u>DMSO (dimethyl sulfide)</u>	- Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

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CLEARING AND GRUBBING - 200

- 201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- 202 - Where clearing limits have not been posted, established by these specifications or shown on the plans, the limits shall extend 8 feet back of the top of the cut slope and 8 feet out from the toe of the fill slope.
- 203 - Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsections 202.
- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing, unless otherwise authorized.
- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204c and 204e. Undisturbed stumps, roots and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces or embankments are excluded.
- 204e - Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- 205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections. Such debris will, however, be permitted to remain under waste material from full-bench construction on steep side slopes.
- 206 - Clearing and grubbing debris shall be disposed of by scattering in accordance with Subsection 210 and as shown on the plans.
- 206a - Notwithstanding Subsections 204 and 205, clearing and grubbing debris resulting from landing construction as shown on Exhibit A, shall be placed at disposal sites and shall not be covered with excavated material. Location of disposal sites are listed in the Road Work List and/or as determined by the Authorized Officer.
- 210 - Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 212 - No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

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EXCAVATION AND EMBANKMENT - 300

- 301 - This work shall consist of excavating; overhaul, placement of embankments, backfilling, leveling, ditching, grading, in-sloping, out-sloping, crowning and scarification of the subgrade, compaction, disposal of excess and unsuitable materials, and other earth-moving work in accordance with these specifications and conforming to the typical cross sections shown on the plans.
- 302 - Excavation shall also consist of the excavation of roads, temporary routes, turnaround areas, and landing cut sections, backfilling, leveling, grading, compaction, and other earth moving work necessary for the construction of the roadway and temporary route in accordance with these specifications and conforming to the lines and typical cross sections shown on the plans.
- 303 - Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, bedding, backfill for structures, and for other purposes as shown on the plans.
- 305 - Embankment construction shall consist of the placement of excavated materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway, temporary routes, turnaround areas, and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305a - Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material, and other deleterious materials and shall be placed and compacted as specified.
- 305b - Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway and temporary route embankments of earth material shall be placed in horizontal layers not exceeding 8 inches in depth for each lift.
- 305c - Embankments formed of material containing less than 25 percent rock not larger than 8 inches in the greatest dimension shall be placed in 12-inch layers. Material containing more than 25 percent rock not larger than 12 inches in the greatest dimension shall be placed in successive layers not exceeding 18 inches in thickness. Individual rocks and boulders greater than 12 inches in diameter may be used to construct embankment layers, provided they are carefully distributed, with interstices filled with fine material to form a dense and compact mass.
- 306g - All fill slopes shall be compacted to 85% of maximum density, either by walking with cat/excavator or by pressing with excavator bucket, to prevent surface erosion and raveling.
- 309 - The top of cut slopes shall be rounded by blending into the adjacent terrain for a distance not less than 1 foot and not more than 3 feet beyond the top of the cut. Rounding shall be

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performed in soils that can be shaped without ripping or blasting.

- 312 - When material, except solid rock, encountered in cuts at subgrade, is suitable for use in forming the finished roadbed, the top 6-inch layer of the subgrade shall be thoroughly scarified for the full width of the roadbed. Roots, sod, and other deleterious material or stones that will not pass a 6-inch square opening shall be removed. The scarified material shall be processed to the optimum moisture content suitable for maximum density and compacted in accordance with these specifications.
- 314 - When heavy clays, muck, clay shale, or other deleterious material for forming the temporary route roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of 2 feet below the subgrade elevation and the excavated area backfilled with a selected excavated material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of Subsection 306g. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 320 - Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- 321 - Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be end dumped and disposed of as directed by the Authorized Officer.
- 321c - End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers are not required. Materials placed shall be sloped, shaped, and otherwise brought to a visible condition acceptable to the Authorized Officer.
- 322 - Selected coarse rock encountered in the excavation shall be conserved for slope protection or special rock embankment purposes and placed in accordance with the requirements and details of section 1400 of these specifications and as shown on the plans.
- 324 - Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of 2 feet on the uphill side.
- 327 - The finished grading shall be approved in writing by the Authorized Officer in segments or for the total road. The Purchaser shall give the Authorized Officer a 3 day notice prior to final inspection of the grading operations and start of spot surfacing operations.

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RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- 501 - 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.
- 502 - The existing road surface shall be scarified to its full width and to a depth of 6 inches, or more where necessary, to eliminate surface irregularities, bladed, shaped, watered, and rolled to the lines, grades, dimensions, and typical cross sections shown on the plans at the following location(s):

Road No.	From M.P.	To M.P.
37-5-23.1	0.00	0.92
37-5-14.2	0.00	0.24
37-4-17.4	0.00	0.21
	TOTAL	1.37 MI

- 502a - Rocks larger than 4 inches in maximum dimension shall be removed from the scarified layers of the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.
- 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.
- 508 - 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.
- 509 - 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.

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SLOPE PROTECTION - 1400

- 1401 - This work shall consist of furnishing, hauling, and placing stone materials for slope protection structures and rock aprons in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross-sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the slope protection structure at the purchaser's expense and as directed by the Authorized Officer.
- 1402 - Stone material shall consist of hard angular quarry rock and/or coarse stone from roadway excavation of such quality that it will not disintegrate on exposure to water or weathering, and shall be graded in accordance with these specifications.

NOTE: Guide for relation between volume, size and weight. (175 lbs./cu./ft.):

<i>Volume/ Cubic Foot</i>	<i>Average Dimension in inches</i>	<i>Approximate Weight in Pounds</i>
<i>12</i>	<i>27.5 x 27.5 x 27.5</i>	<i>2100</i>
<i>6</i>	<i>21.8 x 21.8 x 21.8</i>	<i>1050</i>
<i>4</i>	<i>19.1 x 19.1 x 19.1</i>	<i>700</i>
<i>3</i>	<i>17.3 x 17.3 x 17.3</i>	<i>525</i>
<i>1</i>	<i>12.0 x 12.0 x 12.0</i>	<i>175</i>
<i>2/3</i>	<i>10.5 x 12.0 x 12.0</i>	<i>120</i>
<i>1/2</i>	<i>9.5 x 9.5 x 9.5</i>	<i>88</i>
<i>1/3</i>	<i>8.3 x 8.3 x 8.3</i>	<i>60</i>
<i>1/4</i>	<i>7.6 x 7.6 x 7.6</i>	<i>44</i>
<i>1/6</i>	<i>6.6 x 6.6 x 6.6</i>	<i>30</i>
<i>1/8</i>	<i>6.0 x 6.0 x 6.0</i>	<i>22</i>
<i>1/100</i>	<i>2.6 x 2.6 x 2.6</i>	<i>2</i>

- 1403 - Individual machine-placed stones shall vary in weight from 10 to 750 pounds each. Not less than 25 percent of the individual stones shall weigh from 110 to 270 pounds each.
- 1404 - The material shall be well graded from the smallest to the maximum size specified. Stones smaller than the specified 10 percent size shall consist of spalls and fine rock fragments so distributed as to provide a stable compact mass.
- 1405 - Rip rap shall conform to the following gradations:

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TABLE 1405¹

Class	Range of Intermediate Dimensions ² (inches)	Range of Rock Mass ³ (pounds)	% of Rock Equal or Smaller by Count
0	6-8	18-42	100
	5-6	10-18	85
	2-5	1-10	50
	0-2	0-1	15
1	9-15	59-270	100
	7-11	28-110	85
	5-8	10-42	50
	3-6	2-18	15
2	15-21	270-750	100
	11-15	110-270	85
	8-11	42-110	50
	6-8	10-42	15
3	21-27	750-1600	100
	15-19	270-560	85
	11-14	110-220	50
	8-10	42-81	15
4	27-33	1600-2900	100
	19-23	560-990	85
	14-17	220-400	50
	9-12	59-140	15

¹Gradation includes spalls and rock fragments to provide a stable, dense mass.²The intermediate dimension is the longest straight-line distance across the rock that is perpendicular to the rock's longest axis on the rock face with the largest projection plane.³Rock mass is based on a specific gravity of 2.65 (165#/cu.ft.) and 85 percent of the cubic volume as calculated using the intermediate dimension.

- 1407 - Determination of the acceptability of the slope protection material gradation will be through visual inspection and physical measurements by the Authorized Officer.
- 1410 - The embankment slopes at the water dip locations specified in the Road Work List and as shown on the plans shall be protected and stabilized by placement of rock materials to form a slope-protection structure conforming to the construction requirements and details of these specifications.

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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.
- 1712 - 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.

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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 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.

1809 - 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.

1810 - Bulk mulching material required under these specifications shall be delivered to the work

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area bound either by twine, string or hemp rope. Wire binding will not be permitted.

- 1811 - The Purchaser shall furnish and apply to 1.7 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.

- 1812 - 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, cultipacker 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 accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.

- 1822 - 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.

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- 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.

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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.
- 2103a - 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.**
- 2104 - 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.
- 2106 - Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance 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.
- 2110 - 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.

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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. 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.**
5. 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.
6. 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
3500	Decommissioning

Exhibit D1

Sale Name: Savage Murph
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GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or as shown in Exhibit D maps of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400, and 3500 of this exhibit.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor 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.
- 3104 - The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a - Removal of bank slough and slide material includes placement of material at the nearest designated, 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.
- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes maintaining water dips and water-bars using equipment specified in Subsection 3104 and other authorized equipment.
- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, 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 repair and replacement of eroded material exceeding fifteen 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.
- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe

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passage of traffic along the traveled way when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be in accordance with Section 2100 of Exhibit C.

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces. 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. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a - 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. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the road is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3201 - 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.
- 3202 - The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1st of 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 proceeding 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.
- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Section 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

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Purchaser's remaining removal operations; providing that all contract requirements as specified under Section 16(b), Special Provisions, and Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

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

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

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 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.

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

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

- 3403 - The Purchaser may 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 following roads may need dust abatement applications:

Road Number	From M.P.	To M.P.
37-5-1.0	1.32	2.12
37-4-4.0	0.00	0.11
37-4-4.1	0.00	0.50
37-4-15.0	0.00	0.50

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The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water sources approved by the Authorized Officer.

- 3404 - The Purchaser may at his option and expense substitute lignin sulfonate or magnesium chloride for water on any or all road segments listed in the contract 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.
- 3405a - Additional lignin sulfonate or magnesium chloride dust palliative may be required at the option of the Authorized Officer when the functional qualities of the dust palliative have been reduced or become ineffective due to third party damage, rain, or other events not under the control of the purchaser.

If additional dust palliative is required due to events controlled by the Purchaser, such as split hauling season, the Purchaser shall furnish and place such material at his own expense.
- 3405b - 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 by posting warning signs at key intersections to alert users that the road is being treated. All signs shall be removed by the Purchaser within thirty days of treatment.
- 3406 - Prior to the application of lignin sulfonate or magnesium chloride dust palliative, the roadbed shall be bladed and shaped to remove surface irregularities and excess loose material. The prepared surface must be visibly moist and drying.
- 3406b - 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.
- 3407 - The Purchaser shall furnish in duplicate, commercial certification signed by vendor of compliance with the lignin sulfonate or magnesium chloride dust palliative material requirements specified under Subsection 3412b and 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°F, percent solids by mass, and PH.
- 3408 - 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.
- 3409 - The Purchaser shall notify the Authorized Officer a minimum of 3 days in advance of application of required dust palliative.
- 3410 - 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.
- 3411 - Required lignin sulfonate or magnesium chloride dust palliative shall only be applied when the atmospheric temperature is 45°F and steady or rising and when the weather is not foggy

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or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.

- 3412 - The Purchaser shall apply to the prepared roadbed, a lignin sulfonate or magnesium chloride dust palliative conforming to the material requirements of Subsection 3412b and 3412c. The rate of application shall be 0.5 gallons per yd² surface. A second application at the rate of 0.3 gallons per yd² shall be applied at a time designated by the Authorized Officer.

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.

- 3412a - 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.

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
cadium	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 by

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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.

Concentration specifications for Magnesium chloride:

Magnesium chloride by mass	28% minimum
Water by mass	72% maximum
Specific gravity, AASHTO T 227	1.290 to 1.330

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

DECOMMISSIONING – 3500

- 3501 - Decommissioning shall consist of removing draw crossings by excavating fill material and placing in locations to form partially recontoured roadway sections. Work includes ripping, installing water bars, placement of slash and placement of soil stabilization material, and blocking road from access by vehicles. This work is required for road acceptance under Section 18 of this contract.
- 3503 Decommissioning shall be performed on all temporary routes in accordance with these specifications.
- 3504 - Decommissioning work shall be completed after timber extraction, logging activities, and after road use.
- 3505- Where draw crossing fill material is to be excavated and removed, the finished bottom of draw profile shall be re-established to its original channel grade and resulting adjacent banks shall be re-established to their original backslope ratios.
- 3506 - Stockpiled slash shall be used to protect exposed areas created by the Purchaser's decommissioning operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. All slash stockpiles created by the purchaser shall be utilized for decommissioning operations. Where slash is not available or no longer remaining, exposed soil areas shall be stabilized in accordance with section 1800 – Soil Stabilization.
- 3508 - Protect areas mulched and treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.

Exhibit D1

Sale Name: Savage Murph

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- 3511 - Ripping and water barring shall be done on all temporary routes, disturbed areas outside of the roadway, and landings.
- 3513 - Water bars shall be installed across full width of temporary routes. Water bars shall be constructed as shown on Exhibit C6.
- 3514 - Protection of exposed surfaces shall be accomplished by placement of soil stabilization material in accordance with section 1800 and placement of slash described in section 2606 on temporary routes, disturbed areas, landings, cut banks, fill slopes and other areas disturbed by the purchaser's decommissioning operations in accordance with these specifications and as shown in the plans.

EXHIBIT D2-1

LEGEND

LAND OWNERSHIP

- BLM
- NON-BLM
- TS UNITS

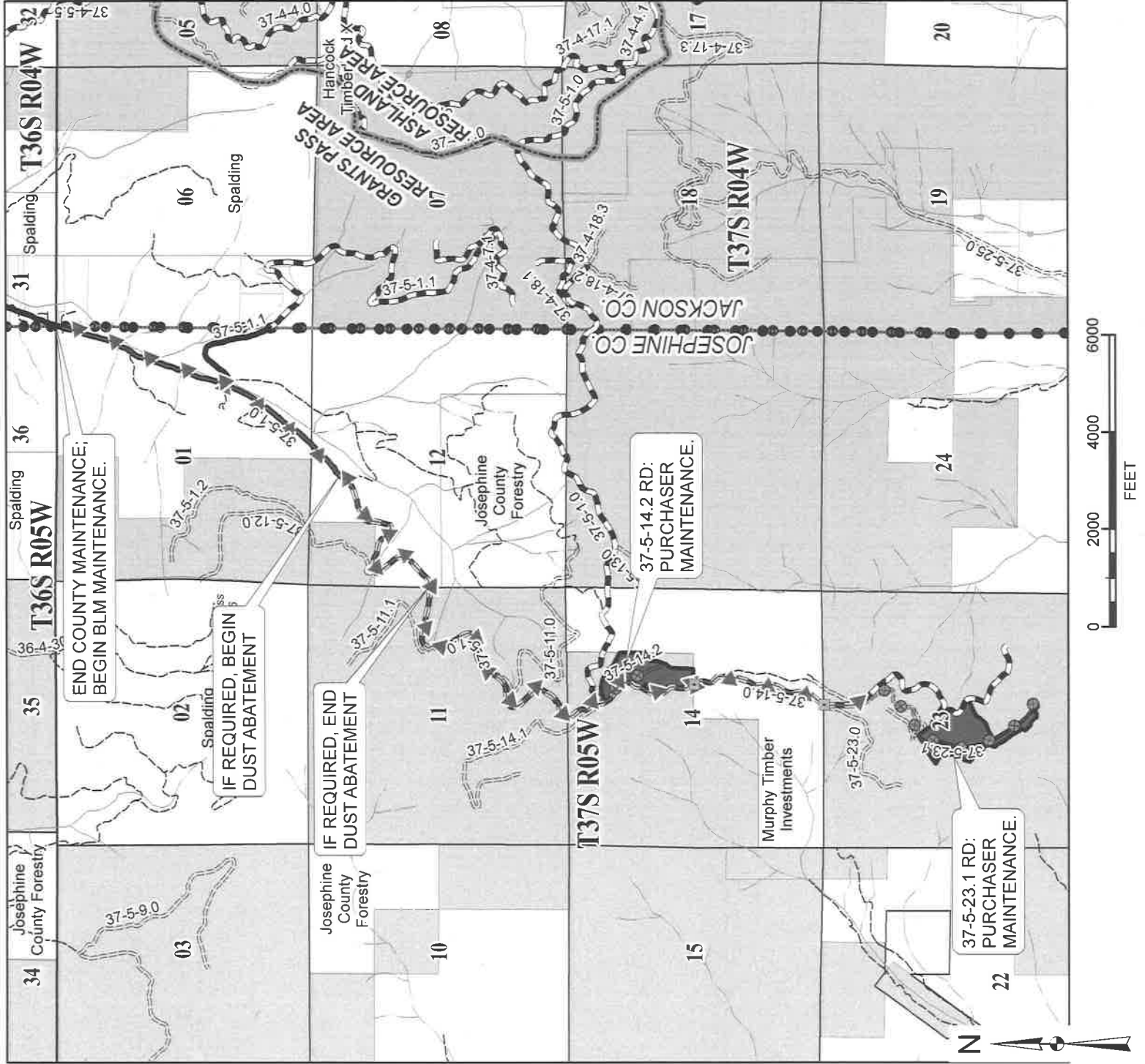
ROADS - SURFACE TYPE

- Bituminous
- Aggregate
- Natural
- Unknown

MAINTENANCE RESPONSIBILITY

- PURCHASER
- BLM
- GATE
- RESOURCE AREA BOUNDARY

ALWAYS
THINK
SAFETY



Rev No.	Description	Date	Approval
	UNITED STATES DEPARTMENT OF THE INTERIOR		
	BUREAU OF LAND MANAGEMENT		
	MEDFORD DISTRICT - MEDFORD, OREGON		
SAVAGE MURPH TIMBER SALE			
ROAD MAINTENANCE MAP			
SAVAGE CREEK AREA			
DRAFTED BY: ELF			SHEET: 1 OF 3
DATE: APR 2019			

LEGEND

LAND OWNERSHIP

BLM

NON-BLM

TS UNITS

ROADS - SURFACE TYPE

— Bituminous

Aggregate

=====

Natural

Unknown

MAINTENANCE RESPONSIBILITY

PURCHASER

TEMP ROUTE

 GATE

RESOURCE AREA BOUNDARY

**ALWAYS
THINK
SAFETY**

Rev No.	Description	Date	Approval		
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON					
Savage Murph Timber Sale					
Road Maintenance Map					
Birdseye Creek Area					
Drafted By:	ELF				
Date:	Apr 2019		Sheet: 2 of 3		

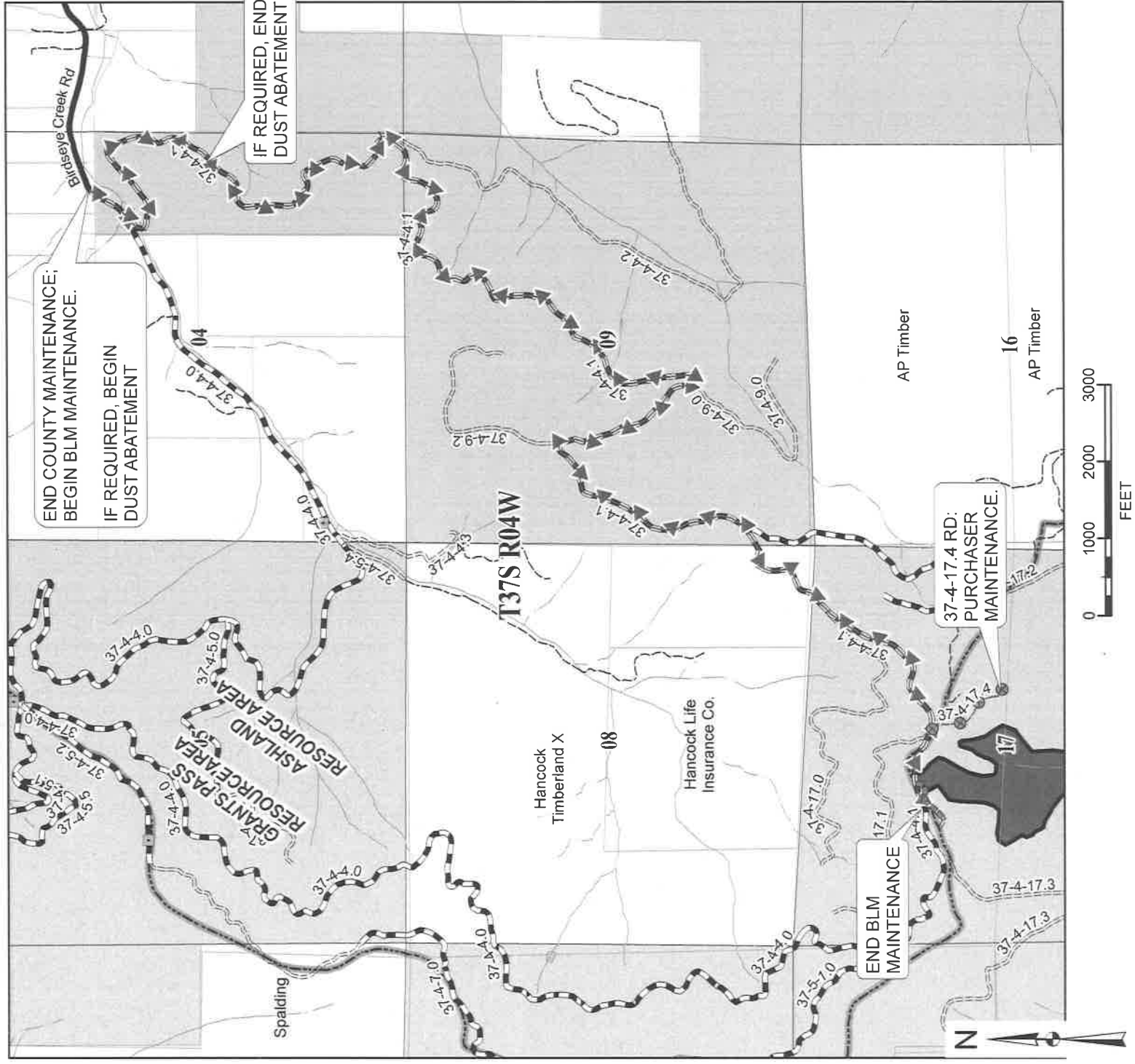


EXHIBIT D2-3

LEGEND

LAND OWNERSHIP

- BLM
- NON-BLM
- TS UNITS

ROADS - SURFACE TYPE

- Bituminous
- Aggregate
- Natural
- Unknown

MAINTENANCE RESPONSIBILITY

- PURCHASER
 - BLM
 - GATE
- RESOURCE AREA BOUNDARY

ALWAYS
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SAFETY

Rev No.	Description	Date	Approval
	UNITED STATES DEPARTMENT OF THE INTERIOR		
	BUREAU OF LAND MANAGEMENT		
	MEDFORD DISTRICT - MEDFORD, OREGON		
	Savage Murph Timber Sale		
	Road Maintenance Map		
	FOOTS CREEK AREA		

DRAFTED BY: ELF	
DATE: APR 2019	SHEET: 3 OF 3

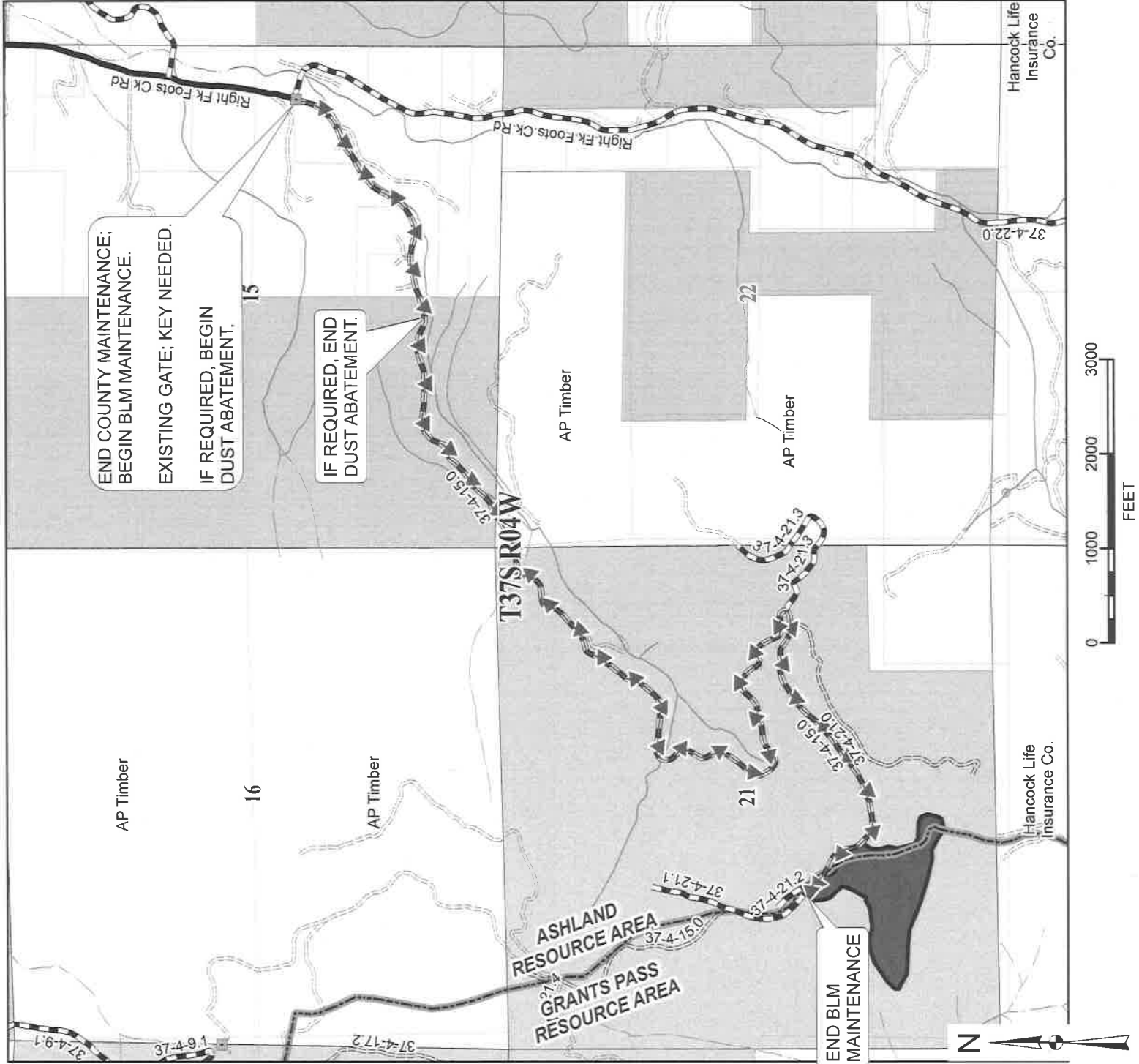


EXHIBIT D3

LEGEND

LAND OWNERSHIP



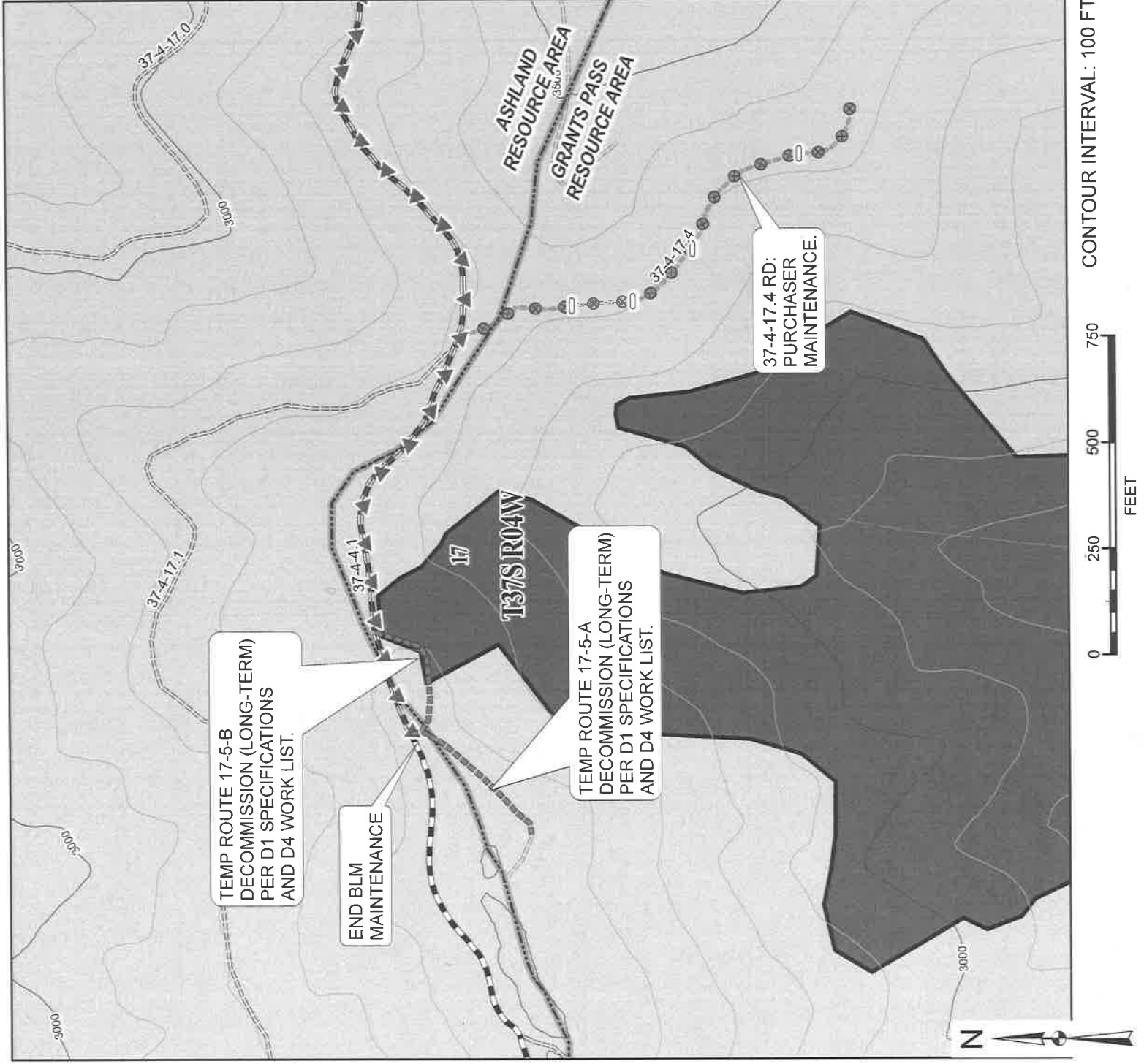
ROADS - SURFACE TYPE



MAINTENANCE RESPONSIBILITY



ALWAYS
THINK
SAFETY



Rev No.	Description	Date	Approval
	UNITED STATES DEPARTMENT OF THE INTERIOR		
	BUREAU OF LAND MANAGEMENT		
	MEDFORD DISTRICT - MEDFORD, OREGON		
	SAVAGE MURPH TIMBER SALE		
	DECOMMISSIONING MAP		
	BIRDEYE CREEK AREA		
	DRAFTED BY: ELF		
	DATE: APR 2019		SHEET: 1 OF 1

Exhibit D4

Sale Name: Savage Murph T.S.

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Temp Route Decommissioning Work List

Upon completion of timber operations, all Temp Routes are to be decommissioned. See Exhibit D1, Section 3500 for specifications.

General Definitions:

Decommission (Long-Term): Decommissioning shall include removing temporary culverts (if any), decompacting the surface to a depth of 8 to 12 inches (ripping or pitting), installing water bars per the Water Bar Spacing by Erosion Class Table shown on Exhibit D6, and barricading. All disturbed soils shall be seeded with approved native seed species and mulched with weed-free straw or approved native slash materials.

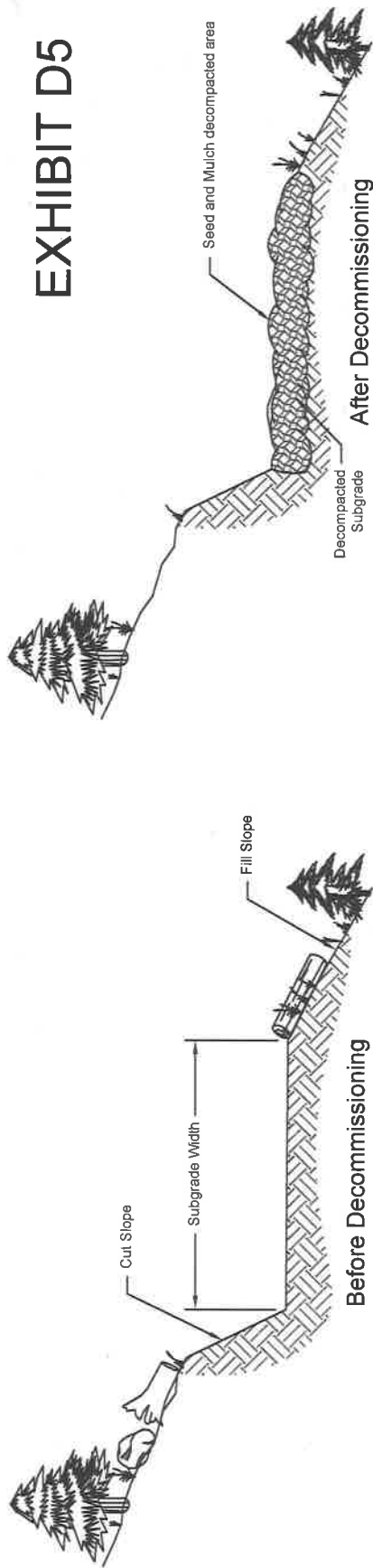
Temp Route 17-5-A

STA	Description
0+00	Jct w/ 37-4-4.1 Road on left and right. Begin temp route decommissioning (long-term).
0+25	Construct barricade per Exhibit D6.
1+25	Construct water bars per Exhibit D6.
2+75	Construct water bars per Exhibit D6.
3+90	End temp route decommissioning.

Temp Route 17-5-B

STA	Description
0+00	Jct w/ Temp Route 17-5-A on left and right. Begin temp route decommissioning (long-term).
1+00	Construct water bars per Exhibit D6.
2+25	Construct water bars per Exhibit D6.
2+80	Construct barricade per Exhibit D6.
3+20	End temp route decommissioning. Jct w/ 37-4-4.1 Road on left and right.

EXHIBIT D5

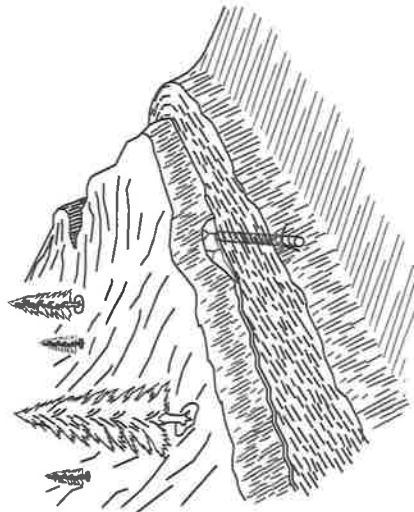


Typical Long-Term Decommission

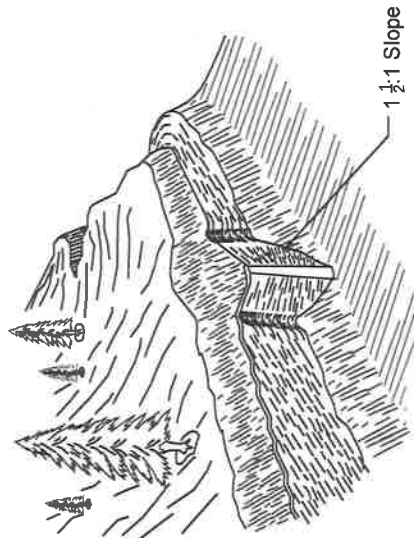
Notes:

1. The Purchaser shall barricade, and decompact the temp route subgrade. Barricades shall be constructed as shown in Exhibit D6.
2. Ditch lines at intersecting existing system roads will be restored.
3. Road surface shall be decompacted for its entire length using mechanical equipment. Decompact road surface to a depth of 8 to 12 inches. Where it is determined by the Authorized Officer that decompaction may cause unacceptable damage to the root systems of residual trees along a majority of the temp route, decompaction may be intermittent, or scarification may be used instead. Decompacted areas shall be seed and mulched after completion.
4. All temporary culverts (if any) shall be removed from temp routes entirely. Excavated culverts shall be left open to drain and have slopes of 1½:1. Where draw culverts are removed, the grade of the channel shall be restored to match existing stream. Culverts not designated as salvage for the Government shall become the property of the Contractor. The Contractor shall be responsible for legally disposing of material.
5. See Section 1800 for Seeding and Mulching Specifications.

ALWAYS
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SAFETY



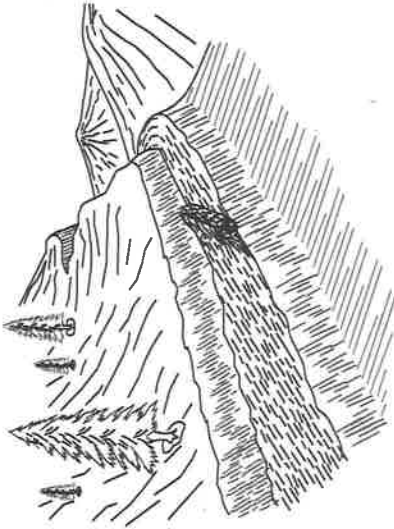
Typical Culvert Removal - Before



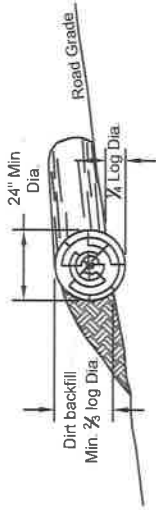
Typical Culvert Removal - After

REV. NO	DESCRIPTION	DATE	APPROV
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE DECOMPACTION AND CULVERT REMOVAL DETAILS			
DRAFTED BY: ELF		SCALE: NONE	
DATE: APR 2019		SHEET: 1 OF 1	
DRAWING NO : OR-11-9113.4-4			

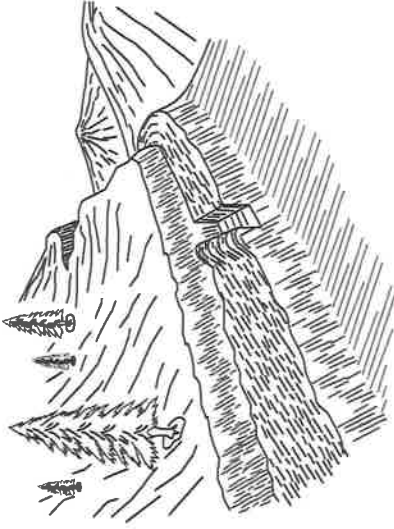
EXHIBIT D6



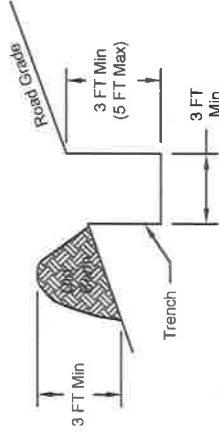
LOG BARRICADE



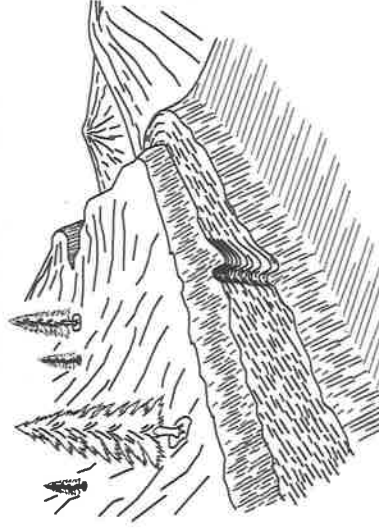
1. Log barricade shall be constructed as shown above.
2. Exact location is listed in Work List.
3. All barricades shall be skewed 30 degrees.
4. The length shall be sufficient to extend from the cut bank to the fill slope.
5. The minimum small end diameter of the log barricade shall be 24".



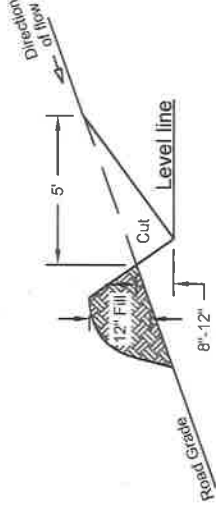
TRENCH BARRICADE



1. Barricade length shall extend across the entire road surface to a point sufficient to prohibit motor vehicle traffic.
2. Exact location is listed in the Work List.
3. All barricades shall be skewed as needed to drain or as directed by the Authorized Officer.

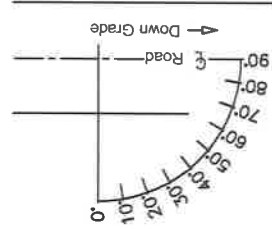


WATER BAR



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

SKUEW DIAGRAM



WATER BAR SPACING* BY EROSION CLASS^

ROAD GRADE	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

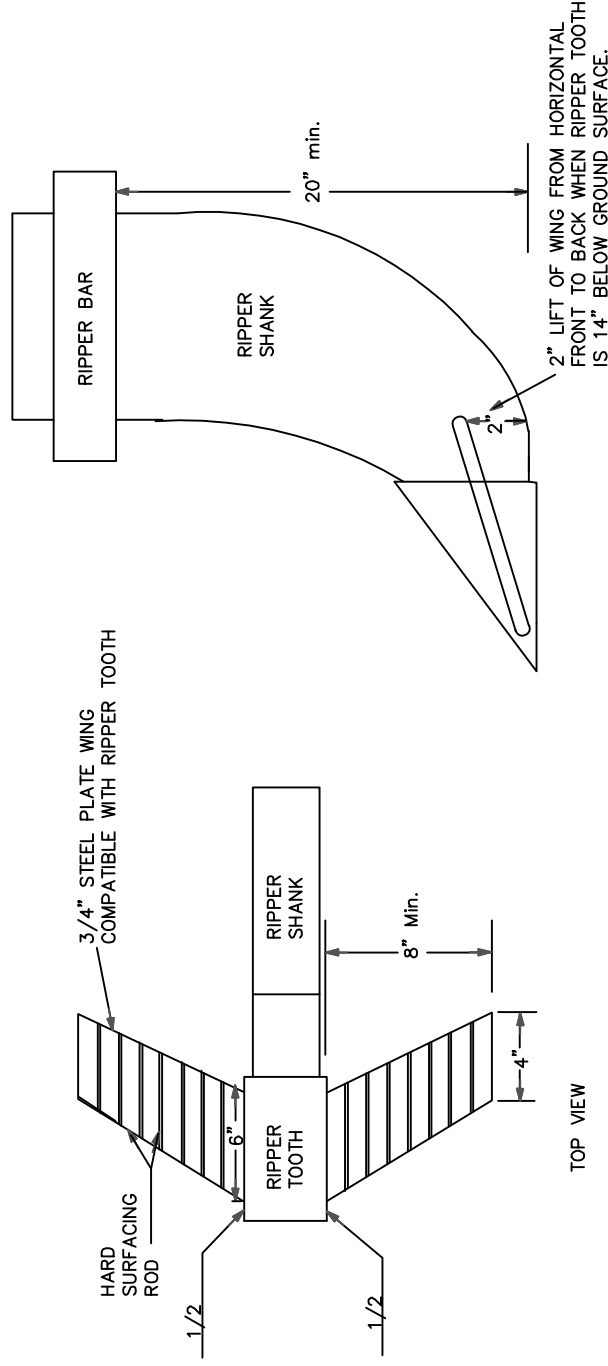
* Spacing is determined by slope distance and is the maximum allowed for the grade.
^ The erosion classes include the following rock types:
High: Granite, sandstone, andesite porphyry, glacial or alluvial deposits, soft matrix conglomerate, volcanic ash, and pyroclastics.
Moderate: Basalt, andesite, quartzite, hard matrix conglomerate, and rhyolite.
Low: Metasediments, metavolcanics, and hard shale.

ALWAYS
THINK
SAFETY

REV NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
SAVAGE MURPH TIMBER SALE WATER BAR DETAILS			
DRAFTED BY: ELF	SCALE: NONE		
DATE: APR 2019	SHEET: 1 OF 1		
DRAWING NO.: OR-11-9113.4-4			

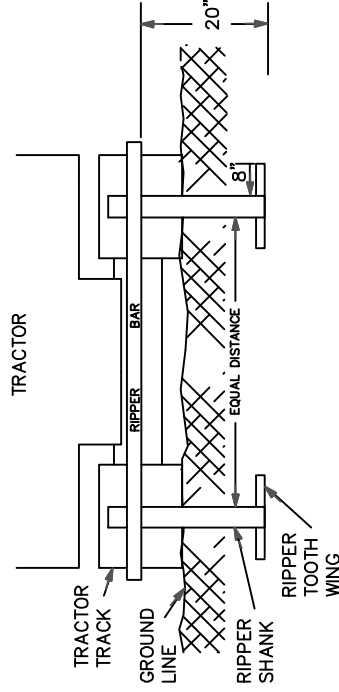
EXHIBIT R

SHEET 1 OF 1



SIDE VIEW

TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

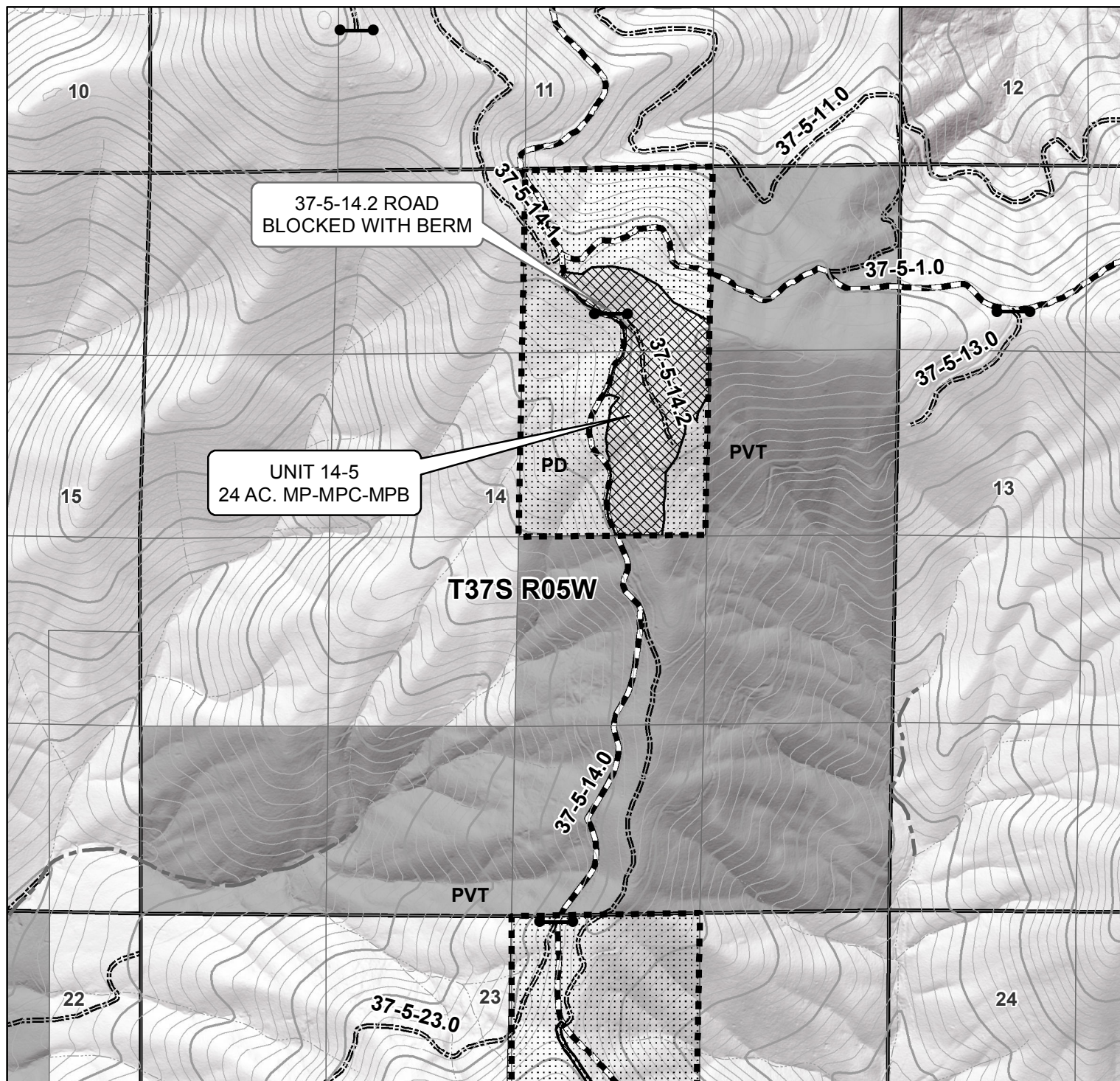
1. USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
2. WELD THAT ATTACHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
3. RIPPER SHANKS AND RIPPER TEETH MAY BE NEW OR USED.
4. WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ASHLAND RESOURCE AREA MEDFORD DISTRICT

WING RIPPER DETAIL

DESIGNED _____
REVIEWED _____
APPROVED _____

DRAWN: JWR
DATE: October 2009
SCALE: NONE
SHEET 1 OF 1
DRAWING NO.



0 750 1,500 3,000
Feet

1 inch = 1,000 feet

40 FOOT CONTOUR INTERVAL

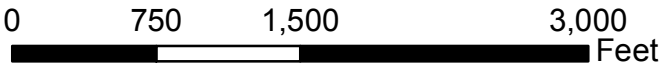
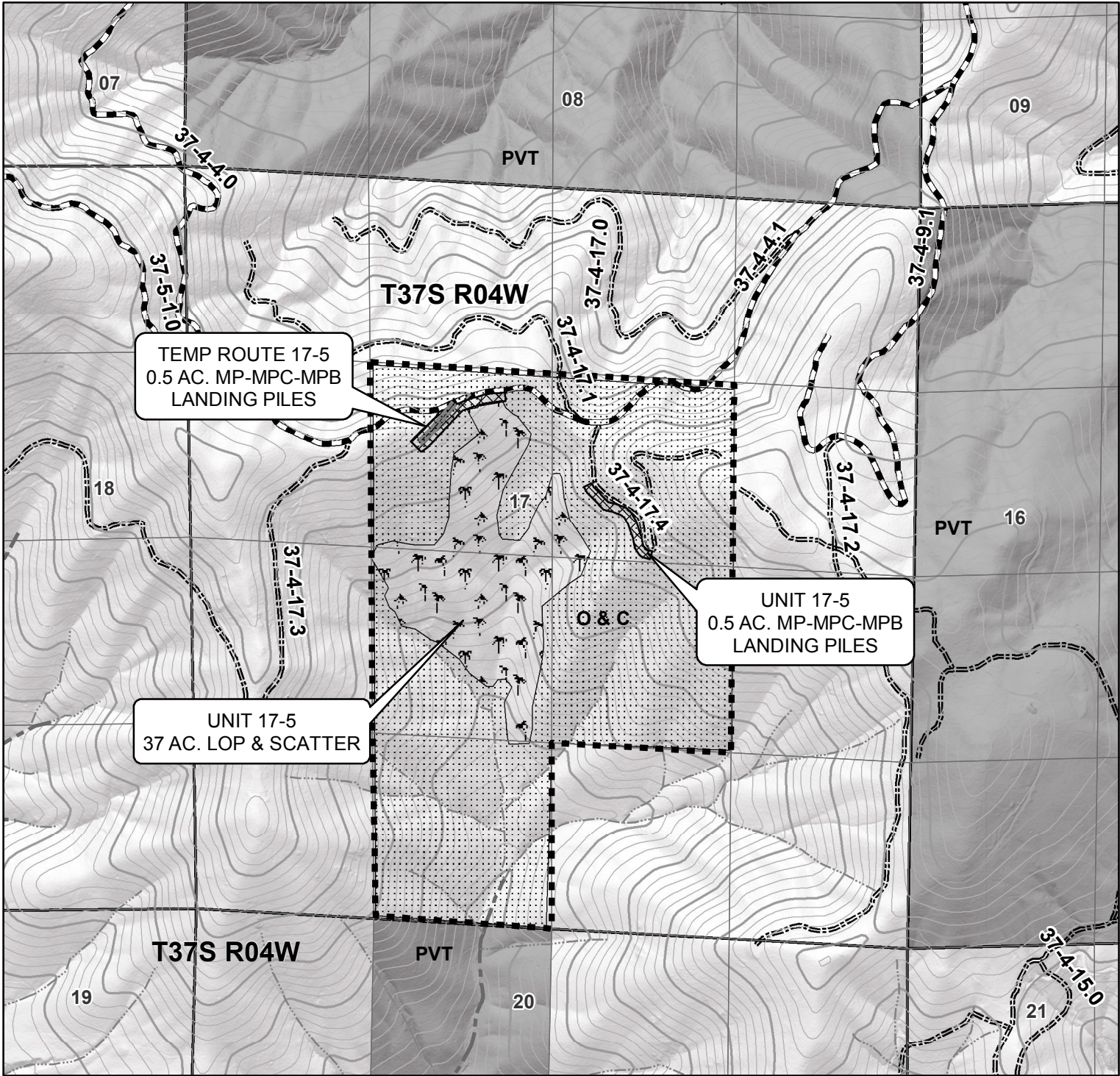
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

Map created by SDT
5/2/18



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





1 inch = 1,000 feet



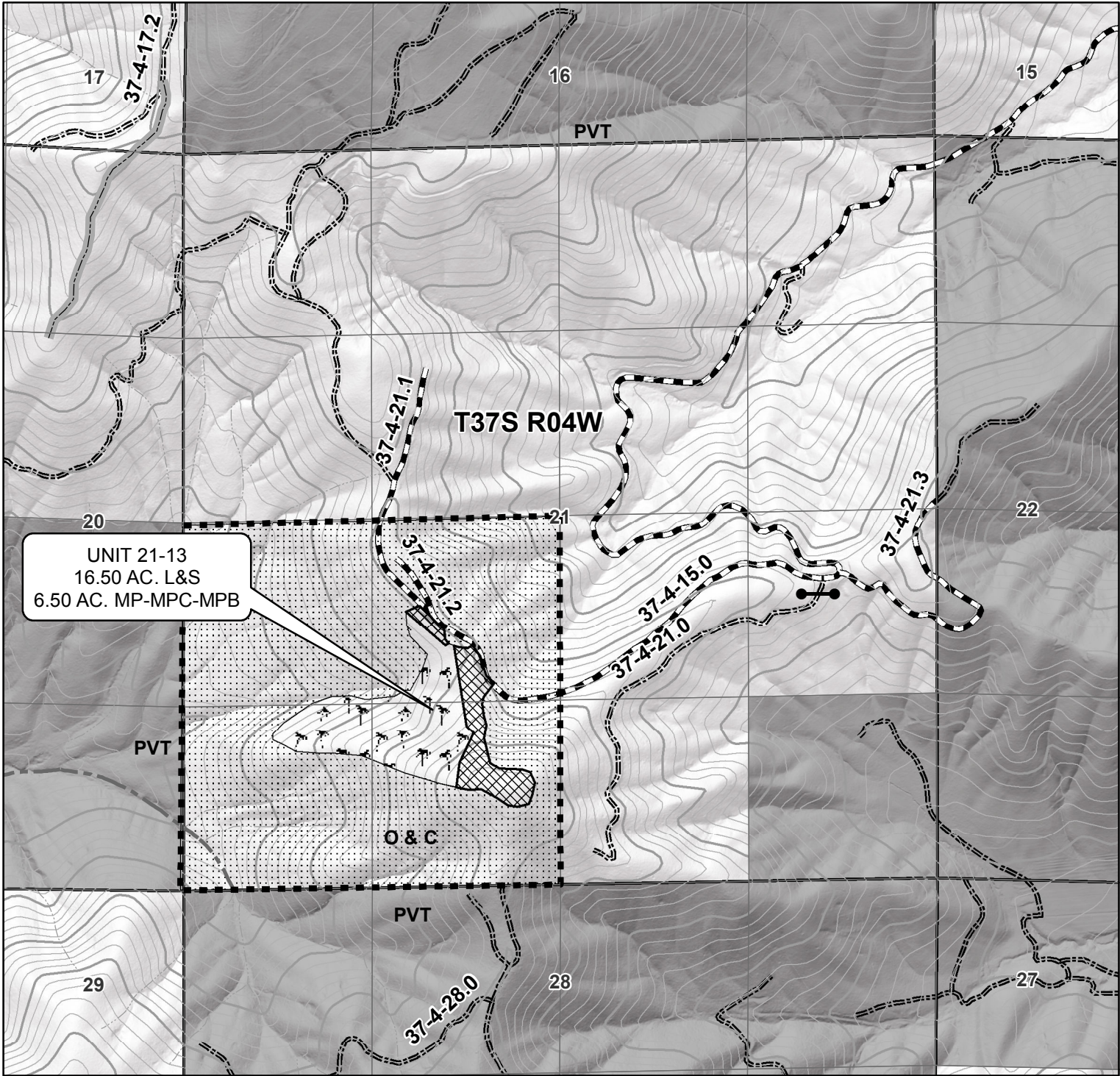
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5/2/18





0 750 1,500 3,000 Feet

1 inch = 1,000 feet



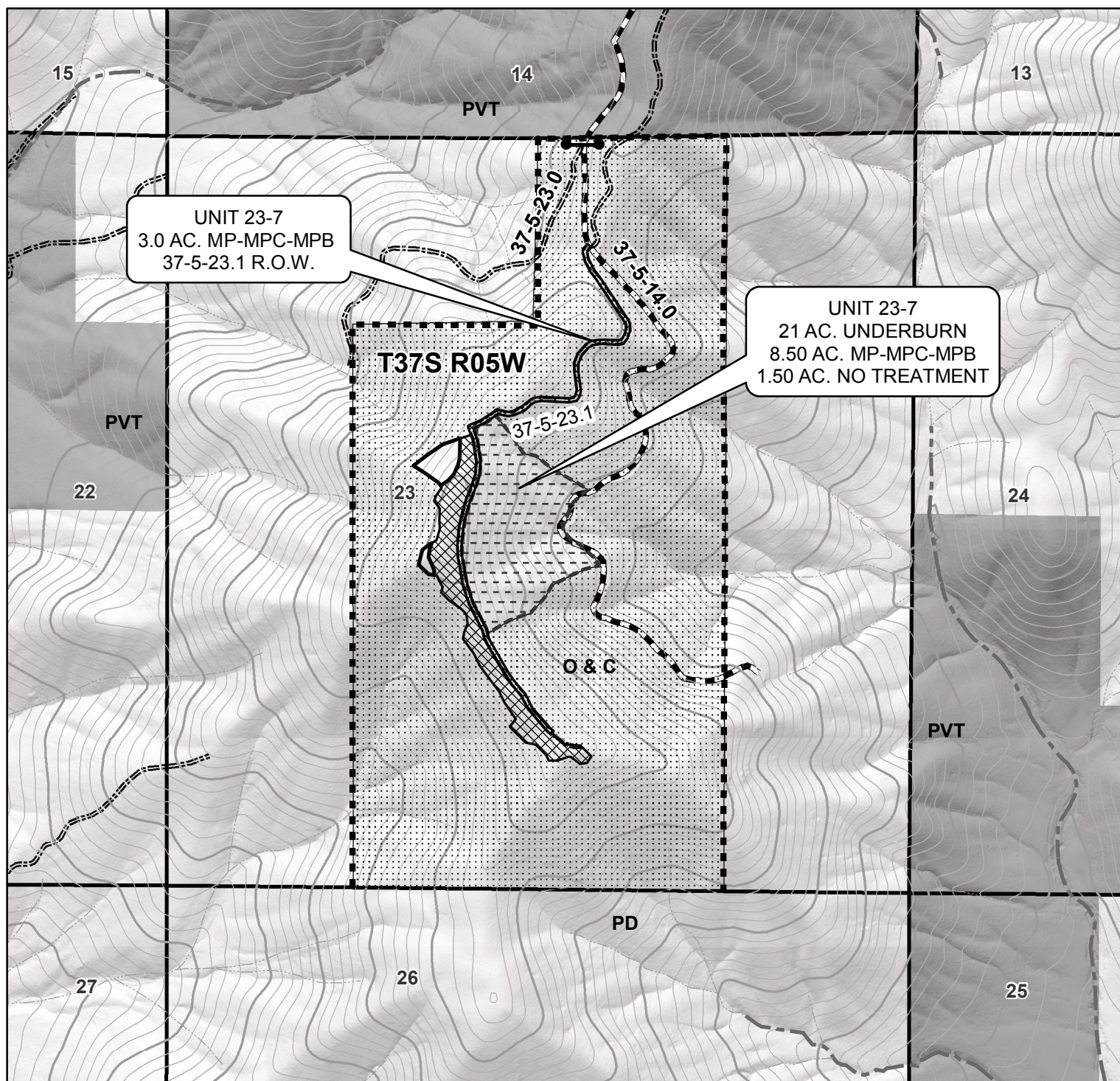
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5/2/18





0 750 1,500 3,000
Feet

1 inch = 1,000 feet



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(541) 618-2200

40 FOOT CONTOUR INTERVAL





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Map created by SDT
5/2/18



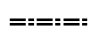








Legend


Savage Murph Fuels Treatments

-  Machine Pile-Machine Pile Cover-Machine Pile Burn
-  Underburning
-  No Fuels Treatment
-  Lop and Scatter

Roads by SurfaceType

-  Paved
-  Rocked
-  Natural Surface
-  Temporary Route
-  Gate/ Barricade

-  Index Contours 200 ft.
-  Intermediate Contours 40 ft.
-  Perennial Stream
-  Intermittent Stream


 Township and Range


 Sections

 Contract Area Boundary

 Savage Murph Reserve Area

Ownership

 Bureau of Land Management

 Private Individual or Company

MAP LEGEND	SUMMARY	ACRES
L&S	LOP AND SCATTER	53.50
MP-MPC-MPB	MACHINE PILE-MACHINE PILE COVER-MACHINE PILE BURN GROUND BASED (UNIT 14-5, 21-13 PORTION, 23-7 PORTION, 37-5-23.1 ROW, AND 17-5 TEMP ROUTE AND LANDINGS)	42.75
UB	UNDERBURN (UNIT 23-7)	21.00
	NO FUELS TREATMENTS (23-7 PORTION)	1.50
	TOTAL SLASH DISPOSAL AREA	117.25
	RESERVE AREA	562.75
	TOTAL CONTRACT AREA	680.00

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Map created by SDT
5/2/18



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder

Tract Number

Sale Name

Sale Notice *(dated)*

BLM District

DEPOSIT AND BID FOR: (Check One):

☐ **Timber and/or Other Wood Products or**
(Examples of Other Wood Products: biomass, firewood, posts, poles, etc...)

☐ **Vegetative Resources**
(Examples of Vegetative Resources: boughs, pinyon nuts, cones, plants, 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 Treasury ☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per 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					ORAL BID MADE	
PRODUCT & SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	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	=
TOTAL PURCHASE PRICE						

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)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid

By *(signature)*

Title

Date

Submit bid, in *duplicate*, 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.

Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.

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
- (1a) “Vegetative Resources”
- (2) Time bids are to be opened
- (3) Legal description

NOTICES

The Privacy Act 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.

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.

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.