# PROSPECTUS

GRANTS PASS FIELD OFFICE JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-2019.0002 October 29, 2020 (LLS)

Wild Bill Timber Sale Josephine County, O&C BID DEPOSIT REQUIRED: \$9,100.00

All timber designated for cutting in Unnumbered lots W½NW¼, SE¼NW¼, Sec 7; T. 37 S., R. 6 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
2,490	450	Douglas-fir	541	\$167.60	\$90,671.60
59	4.9	sugar pine	6	\$38.40+	\$230.40
25	1.6	ponderosa pine	2	\$37.60+	\$75.20
2,574	456.5	Totals	549		\$90,977.20

\*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).

\*\*The purchase of biomass material is optional. If the Puchaser 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.

# <u>TIMBER AUCTION LOCATION</u> – 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.

<u>CRUISE INFORMATION</u> – The Douglas-fir have been cruised using the 3P sampling method to select 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.

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 15.1 inches DBHOB; the average gross merchantable log contains 61 bd. ft.; the total gross volume is approximately 588 M bd. ft; and 93% recovery is expected. (Average DF is 15.2 inches DBHOB; average gross merchantable log DF contains 61 bd. ft.)

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

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

CUTTING AREA - One (1) unit containing fifty-four (54) acres must be partial cut.

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

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

<u>ROAD MAINTENANCE</u> - The Purchaser will be required to maintain 1.71 miles of existing BLM roads. The Purchaser will be required to pay a rockwear fee of \$329.35 and maintenance fee of \$0.00 for the use of these roads listed in the contract.

<u>ROAD CONSTRUCTION</u> – The contract will require the Purchaser to renovate 90.28 stations of existing road. Additional information is available in the timber sale prospectus.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, or landing decommissioning in the Harvest Unit 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 5450-4, 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.

<u>EQUIPMENT REQUIREMENTS</u> - 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 eight hundred (800) feet slope distance. 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 regeneration harvest units.

<u>SLASH DISPOSAL</u> - Slash disposal will consist of hand pile and cover, hand pile burn, machine pile and cover, machine pile burn and mop up, cover and burn landing decks as described in SD-5 of the Special Provisions.

A post logging assessment shall be conducted to determine treatment needs in the unit. The initial appraisal prescribed fifty one and 7/10s (51.7) acres of handpile and cover, fifty one and 7/10s (51.7) acres of handpile burn and mop-up, seven and 5/10s (7.5) hours of machine pile landing decks, and two and 3/10s (2.3) acres of cover/burn/mop-up decks.

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

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. In cable yard and hand felled ground based harvest units shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer.
- 4. A harvester, feller-processor, or feller-buncher with purpose built carriers with boom-mounted felling heads and a boom with a minimum lateral reach of twenty (20) feet may be used in the ground based units. See the Wild Bill Special Provisions for full ground based harvesting restrictions.
- 5. Cable corridors and skid trails 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.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – To access the unit: From Grants Pass, take Redwood Hwy (199) headed west. Turn left onto Old Redwood Hwy and then turn left to Fish Hatchery Road. Travel Southeast about ½ mile and turn right onto BLM road 37-6-6. The units is accessible from this road system.

<u>ENVIRONMENTAL ASSESSMENT</u> - A Categorical Exclusion DOI-BLM-ORWA-M070-2018-0009-CX was prepared for this sale, it was determined that the proposed action is in accordance with the approved land use plan and no further environmental analysis is required. This document is available for inspection as background for this sale at the Medford District Office.

OR110-5409-11 (2008)

### WILD BILL TIMBER SALE SPECIAL PROVISIONS

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

Sec. 41. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) <u>AR-1</u> All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) <u>IR-1</u> Approximately nine hundred fifty-five (955) Douglas-fir, one hundred ninety-six (196) oak, seventy-eight (78) sugar pine, twenty-one (21) ponderosa pine, six (6) other hardwoods, twenty-eight (28) snags and two (2) incense cedar trees marked with orange 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)(11) unless specifically approved in advance by the Contracting Officer).
- (C) <u>IR-6</u> All snags in the Harvest Areas shown on Exhibit A. All snags felled for safety reasons shall be retained on site.
- (D) <u>IR-13</u> All hardwoods in the Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Hardwoods felled for safety reasons shall be retained on site.
- (E) <u>IR-13</u> All trees in the inner riparian zone that are cut for operation purposes as shown on Exhibit A shall be retained on site as directed by the Authorized Officer.
- (F) <u>IR-14</u> All pre-existing dead and down logs in the Harvest Area shown on Exhibit A.

Section 42 (A) LOGGING

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- (2) <u>L-2</u> Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to 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) <u>L-4</u> All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) <u>L-5</u> All conifer trees eight (8) inches or larger D.B.H.O.B., which are not reserved shall be felled in all Harvest Areas shown on Exhibit A.
- (5) <u>L-8</u> In cable yard and hand felled ground based harvest units shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs. All trees shall be bucked into log lengths not to exceed forty-one (41) feet prior to being yarded.
- (6) <u>L-10</u> 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.
- (7) <u>L-12</u> 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
Ground Based Harvest Portion	Specialized/ Mechanized harvesting operations are optional. All ground-based harvest units may be manually felled.
	Specialized mechanized felling operations shall be limited to slopes of fifty (50) percent or less except on preexisting skids and short steeper pitches.
	Non specialized mechanized ground based equipment must operate on slopes generally less than thirty-five (35) percent slope except on preexisting skids and short steeper pitches.
	Mechanized felling operations are subject to seasonal operating restrictions as described in Section $42(A)(11)$ of this contract.
	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.
	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.
	Yarding tractor width shall not be greater than nine (9) feet track width and shall be equipped with an integral arch to suspend one end of the log.
	Cull material skided to the landing may be required to be redistributed back into the unit.
	Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.

Designated Area	Yarding Requirements or Limitations
<u>Ground Based</u> <u>Harvest Portion</u> <u>Cont.</u>	Prior to October 15 <sup>th</sup> , block, rehabilitate and apply erosion control measures to skid trails and landings that are hydrologically connected to perennial steams in units. 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.
	Landing size shall not exceed one-half (1/2) acre, shall be located along existing roads 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. The use of blades while ground based yarding will be limited. If trenches, depressions, or excessive disturbance occurs, the Authorized Officer will suspend operations until a remedy is determined.

Designated Area	Yarding Requirements or Limitations
Cable Yard Portion	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 eight hundred seventy six (876) feet slope distance. Full suspension is required over the perennial stream as shown on Exhibit A. 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. Yarding corridors will be perpendicular to the contours

Cable Yard Portion Cont.	and located outside of all buffers shown on Exhibit A.
	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.
	Yarding corridor widths shall be approximately 12 feet in width and not exceed 15 feet in width.
	Existing cable corridors shall be used whenever possible.
	Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds.
	Landing size shall not exceed one-quarter ( <sup>1</sup> / <sub>4</sub> ) acre, shall be located along existing roads 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.
	Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.
	Cull material yarded to the landing may be required to be redistributed back into the unit.
	Cable corridors that are hydrologically connected; or are perpendicular to and within one hundred ninety (190) 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.

- (8) <u>L-14</u> No falling, yarding or loading is permitted in or through the Reserve Area or streams, except as permitted with full suspension over the perennial stream as shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- (9) <u>L-19</u> No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, machine piling 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. 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.

- (10) <u>L-19</u> 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 resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (11) <u>L-24</u> 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 roads 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 contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Contracting Officer, the width of each skid road, and/or cable yarding road shall be limited to twelve (12) feet.
  - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with pink paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) 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.

- (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 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.
- (12) <u>L-33</u> Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties 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 Contract Area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

# (B) <u>ROAD CONSTRUCTION, MAINTENANCE, AND USE</u>

- (1) <u>R-1</u> 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) <u>R-</u>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) <u>**R-1b</u>** The Purchaser shall construct, reconstruct, use, and decommission temporary routes by October  $15^{\text{th}}$  of the same respective operating season.</u>
- (4) <u>R-1c</u> 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) <u>R-2</u> 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). 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
37-6-6.0	0.98	BLM	ASC	Purchaser
37-6-7.0	0.73	BLM	ABC	Purchaser
Total	1.71			

- (6) <u>R-2b</u> The Purchaser shall pay the Government a road rockwear fee of three hundred twenty nine and 35/100 dollars (\$329.35) and a maintenance fee of zero and no/100 dollars (\$0.00) for the transportation of timber included in this contract price over said roads. The above rockwear and maintenance fee amount is for the use of 1.71 miles of road or less. 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.
- (7) <u>R-2e</u> 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) <u>R-2f</u> The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (9) <u>R-3c</u> The Purchaser agrees that if they elect to use any other private roads, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (10) <u>R-4</u> 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 the proposed move in date.

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 inspection and evaluation.

(11) <u>R-5</u> 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)  $\underline{\text{E-1}}$  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)  $\underline{\text{E-1}}$  In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:

Upon decommissioning and prior to fall rains, the Purchaser shall scarify and contour landings and temporary spurs to provide for adequate drainage, then stabilize and revegetate all bare soil with certified weed free straw mulch and a native seed mixture approved by the Authorized Officer. Landings on roads and rocky areas that lack soil for seed germination need not be scarified, seeded or mulched, as determined by the Authorized Officer. The BLM may provide the seed mixture and straw mulch if the purchaser is unable to locate and buy the approved materials from a commercial source. The Purchaser shall reimburse the government for the cost of seed and straw, if provided by the government. The Purchaser shall furnish the specific seed mixture prescribed by the Authorized Officer, which will include up to 3 grasses and 2 forbs from the following list, but may include substitutions approved by the Authorized Officer:

<u>Grasses</u>: Achnatherum lemmonii, Bromus carinatus, Brumus vulgaris, Elymus glaucus, Festuca californica, Festuca roemeri, Koeleria macrantha, Poa secunda, Vulpia microstachys <u>Forbs</u>: Achillea millefolium, Clarkia purpurea, Clarkia homboidea, Collinsia grandiflora, Eriophyllum lanatum, Lupinus bicolor, Madia elegans, Madia gracilis

The proportion of each species in the mixture shall be prescribed by the Authorized Officer. The Purchaser shall apply prescribed seed and straw mulch to acres designated for treatment, as directed by the Authorized Officer, at the following rates of application:

Grass seed20 to 25 lbs/acre (cumulative, all species)Forb seed0.5 to 2 lbs/acre (cumulative, all species)Straw mulch1000 lbs/acre

The Purchaser shall apply seed and straw mulch between August 1 and October 15. Deviations from that timing must be approved by the Authorized Officer. The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date that he/she intends to commence revegetation and soil stabilization work.

If the Purchaser furnishes seed from any source other than the BLM, that seed shall meet the following minimum test standards:

Test	Grasses (%)	Forbs (%)
Purity:	95	80
Germination:	85	70
Other species/weed content (max):	0.2	0.2
Noxious weed content:	Prohibited	Prohibited

Furnished seed shall meet the minimum requirements for either Yellow Tag Source Identified Seed or Blue Tag Certified Class Seed, as defined by the Association of Official Seed Certifying Agencies. Seed source shall be approved by the Authorized Officer and shall be from the EPA Level III Ecoregion in which the project occurs. For each lot of seed, the Purchaser shall furnish the Authorized Officer a Seed Test result from a certified seed testing lab (e.g., Oregon State University), which shall include: test date; lot number; seed source; and results of test for purity, germination, and weed content. All seed lots must have been tested within the previous 12 months to be accepted. Seed that has become wet, moldy, or otherwise damaged shall not be accepted. Seed must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work. If the Purchaser furnishes straw mulch from any source other than the BLM, the material must be from native grass or other approved sterile grain crops that are certified weed free and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for spreading in a uniform manner. Straw mulch must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work.

- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142 (OARD, 2018), and the operator will have a Spill Prevention, Control and Countermeasure Plan (SPCC) in place. 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) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.

- (5) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (6) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing landings, skid tails, cable-tractor swing routes 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) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize temporary routes, landings, hydrologically connected corridors, skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (8)  $\underline{\text{E-1}}$  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 ninety (190) feet of streams, all temporary routes, cable-tractor swing routes, and all landings outside of the road prism by one of the following methods:
  - (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
    - 1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.
    - 2. Rip to a depth of twelve (12) inches, and no further than 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.
  - (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.

- (9) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.
- (10) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, upon completion of skidding, pull vegetation over and block skid trails if unauthorized off-highway vehicles (OHV) are identified utilizing the skid trails.
- (11) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall create fourteen (14) snags via girdling or other approved methods in riparian reserves as shown on Exhibit A.
- (12) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C6-1 which is attached hereto and made a part hereof.
- (13)  $\underline{\text{E-3}}$  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 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;

2. when, in order to protect species which were identified for protection through protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and

Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

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

# (D) <u>MISCELLANEOUS PROVISIONS</u>

(1) <u>M-2</u> 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 four hundred eleven dollars and seventy five cents (\$411.75). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of four hundred eleven dollars and seventy five cents (\$411.75) 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) <u>FIRE PREVENTION</u>

- (1) <u>F-1 Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
  - (a) 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. <u>F-2a</u> Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever 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 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 1<sup>1</sup>/<sub>2</sub> inch hose (must be adequate length to reach 200 feet beyond active work sites), six (6) 11/2 inch wyes, six (6)  $1\frac{1}{2}$  inch to 1 inch reducers, three (3)  $1\frac{1}{2}$  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 1<sup>1</sup>/<sub>2</sub> 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<sup>1</sup>/<sub>2</sub> 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. <u>F-2c</u> 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. <u>F-2d</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.
- 5.  $\underline{\text{F-2f}}$  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.  $\underline{\text{F-2f}}$  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. <u>F-2g</u> 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 bucker using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. 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) <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
- (3)  $\underline{F-9}$  During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

#### (F) <u>SLASH DISPOSAL</u>

- (1) <u>SD-1 Fire Hazard Reduction</u>. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
  - (a) <u>SD-1c HAND PILE, COVER, AND BURN</u> Pile and burn all slash situated in the harvest unit boundary as shown on Exhibit S. Slash shall be piled by hand. Piling shall be completed 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. Hand pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds two (2) feet in length, or as directed by the Authorized Officer.
    - 4. Hand 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 the larger fuels. Completed piles shall be free of projecting limbs or slash which would interfere with adequate covering of the piles.
    - 5. Hand piles shall be placed within unit boundaries, however, outside of wildlife buffers, roadways, turnouts, shoulders, or cut banks. No hand piles shall be located in any stream channel, down logs, stumps or within ten (10) feet of any other pile or trunk of the nearest reserve tree. No portion of the pile will be under the crown of any living tree. No piles shall be placed adjacent to or within twenty-five (25) feet of unit boundaries.

- 6. Hand piles shall be adequately covered with a minimum cap of five (5) feet by five (5) feet of four (4) millimeter black polyethylene plastic that is large enough to cover 80% of the pile to ensure ignition. 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. Hand piles would not be constructed on roadways, turnouts, shoulders, or on the cut bank, unless authorized by the Authorized officer.
- 8. Hand piles will be burned within eighteen (18) months of harvest completion.
- 9. Hand piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
- 10. The purchaser shall burn ninety (90) percent of hand piles with ninety (90) percent consumption for satisfactory completion of treatment.
- 11. The Purchaser is required to furnish the fuel and equipment for hand pile burning.
- (b) <u>SD-1f</u> Landings; Within twenty (20) feet of the edge of each landing pile, 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 feet (15) 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. Landing piles shall be less than sixteen (16) feet in height and width. 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 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. The BLM will prepare a fire burn plan. The purchaser shall obtain smoke clearance prior to ignition.
- 2. Landing piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
- 3. Landing piles will be burned within twenty four (24) months of harvest completion.

(2) <u>SD-2</u> 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) <u>For Igniting and Burning Hand Piles in the Unit :</u>
  - 1. One (1) person to supervise crew and equipment operators, and to serve as Purchaser's representative.
  - 2. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
  - 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. Ten (10) drip torches, Forester Sealtite, or equivalent.
  - 6. Hand ignition with drip torches is required in pile burn units.
  - 7. All ignition personnel will be directly supervised by a BLM representative.
- (b) <u>For Mop-up of Hand Piles in the Unit:</u>
  - 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 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 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
  - 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
  - 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.

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<sup>TM</sup> 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 hand pile unit and for landing decks in all units shown on Exhibit S for four hundred fifty (450) hours as directed by the Authorized Officer within a ten (10) day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, 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:

- (i.) 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+
- (ii.) 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.

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.

- (4) <u>SD-5</u> The Purchaser shall perform logging residue reduction and site preparation work on approximately fifty-four (54) acres of harvest area located in Harvest Units 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
Hand Pile / Cover	\$325.00
Hand Pile Burn and Mop up	\$42.00
Machine Pile Landing Decks (hr)	\$100.00
Cover/ Burn/ Mop-up Decks	\$56.00

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

Total Appraised Cost			\$19,852.70
Cover/ Burn/ Mop-up Decks	2.3	\$56.00	\$128.80
Machine Pile Landing Decks (hr)	7.5 hr	\$100 /hr	\$750.00
Hand Pile Burn and Mop up	51.7	\$42.00	\$2,171.40
Hand Pile / Cover	51.7	\$325.00	\$16,802.50
Appraised Treatment	Acres	Cost/Acre	Total Cost Per Treatment

- (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)(a) differs from nineteen thousand eight hundred fifty two and 70/100's (\$19,852.70), 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) Handpile and cover shall be done in accordance with Section 42(F)(1)(a)(SD-1c), Machine Pile Cover Landing Decks shall be done in accordance with Section 42(F)(1)(b)(SD-1f), Burn and Mop-up Hand Piles shall be in accordance with 42(F)(2)(SD-2)(a&b). Burn and Mop-up Landing Piles shall be in accordance with 42(F)(2)(SD-2)(c&d).

#### $(G) \qquad \underline{LOG \ EXPORTS}$

(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 (83/4) 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.
- (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.

# Wild Bill T.S. Seasonal Restriction Matrix ORM07-TS-2019.0002

Unrestricted Period
Restricted To Dry Condition
Restricted To Dry Condition Waiver Required

\* Operations will be suspended if unacceptable damage to residual trees occur.

\*\* In-stream work periods for culvert cleaning are June 15th- September 15th

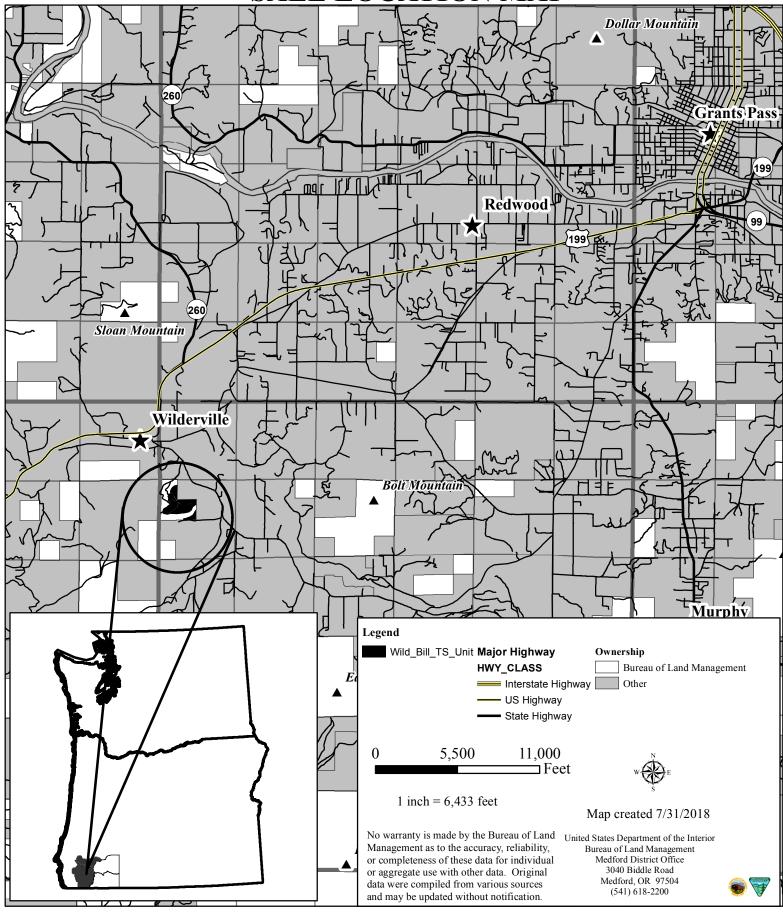
hydrologically-connected rocked or natural surface roads when water is flowing in the ditchines or during any conditions that would result in any of the following: surface displacement such as natural surface or hydrologically-connected rocked roads would not resume for a minimum of 48 hours following any storm event that results in ½ inch or more precipitation within a 24 hour increase in stream turbidities; or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events. Hauling on Dry Condition Haul = Loading, hauling, and certain non-emergency road maintenance activities (including blading of aggregate roads, rocking, and cross drain installation) would not occur on rutting or ribbons; continuous mud splash or tire slide; fines being pumped through road surfacing from the subgrade and resulting in a layer of surface sludge; road drainage causing a visible period, and until road surface is sufficiently dry to prevent any of the above conditions from reoccurring. Dry Condition Ground-based harvesting and Temporary Route work = Ground-based harvesting & yarding, temporary route work, and rehabilitation activities would not occur when soil moisture at a depth of 4-6 inches is wet enough to maintain form when compressed, or when soil moisture at the surface would readily displace, causing ribbons and ruts along equipment ŝ -15 350/ Jame at a danth of A 10 inches is hours --Her fam Ē

tracks. I hese conditions are generally found when soil moisture at a depth of 4-10 inches is between 15-25% depending on soil type.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec	1     15     1 <td< th=""><th>Falling and Bucking*</th><th>-based Harvesting &amp;</th><th></th><th>arding*</th><th>and Hauling</th><th>bilitation Activities</th></td<>	Falling and Bucking*	-based Harvesting &		arding*	and Hauling	bilitation Activities
is are generally found when soil moisture at a de	Jan	Activity 15	Manual Falling and Bucking*	Ground-based Harvesting &	Yarding	Cable Yarding*	Loading and Hauling	All Rehabilitation Activities
tracks. These condition:		Sale Area A	V		Ground-based & Yarding		harvesting in	

#### U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0002 T. 37 S., R. 6 W., SEC. 7, WILL. MER. JOSEPHINE COUNTY

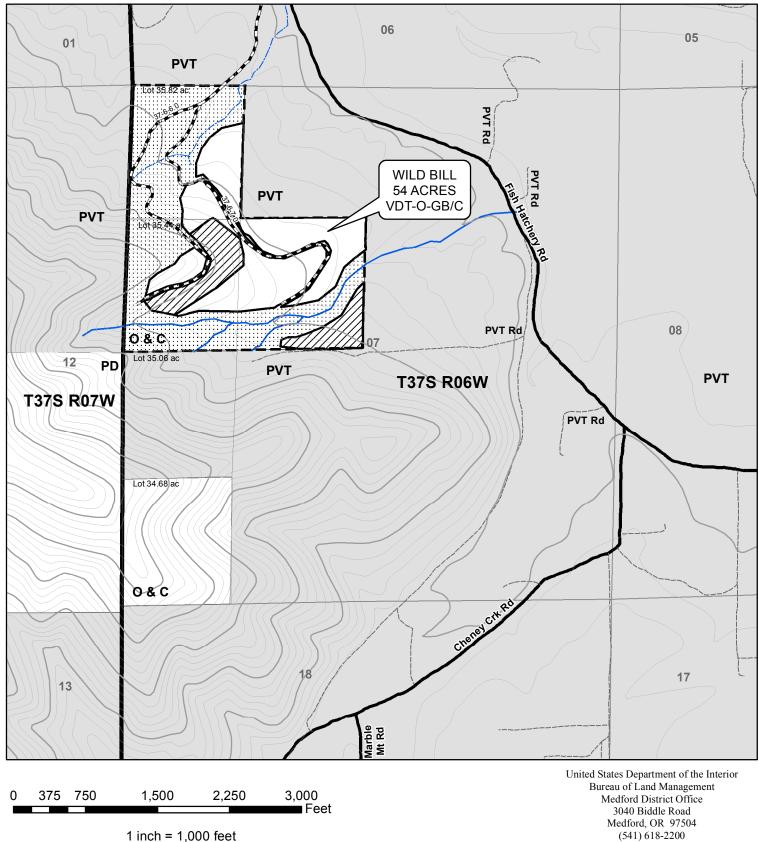
#### WILD BILL TIMBER SALE TIMBER SALE LOCATION MAP





#### U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0002 T. 37 S., R. 6 W., SEC. 7 WILL. MER. WILD BILL TIMBER SALE JOSEPHINE COUNTY

TIMBER SALE CONTRACT MAP EXHIBIT A PAGE 1 OF 2



n = 1,000 leet

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 7/26/18



Legend Cable Yard **Perennial Stream** Intermittent Stream Ground Based Harvest and Yard Index 200-ft contour Contract Area Boundary Intermediate 40-ft contour Township and Range **Reserve Area** Sections Rocked Road **Government Lots** ---- Natural Surface Road Bureau of Land Management County route Other PAINT LOGGING UNIT ACRES Rx COLOR SYSTEM Variable Wild Bill 54 Density Ο GB/C

TOTAL 54

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

Thin

VDT= VARIABLE DENSITY THIN TO 70-100 ft<sup>2</sup>/ac O = ORANGE PAINT (RESERVE TREE MARK) GB = GROUND-BASED HARVEST AND YARDING C = CABLE YARDING

## SUMMARY

	TOTAL CONTRACT AREA	111.26 ACRES
	RESERVE AREA	57.26 ACRES
	TOTAL TIMBER SALE UNIT AREA	54 ACRES
VDT-O-GB/C	VARIABLE DENSITY THIN-ORANGE MARKED RESERVE TREE-GROUND BASED HARVEST AND YARD AND CABLE YARD	54 ACRES



# United States Department of the Interior Bureau of Land Management

**Timber Appraisal** 

Sale Name: Wild Bill re-offer BLM District: Medford DO Contract #: ORM07-TS-2019.0002 Sale Type: Advertised Sale Date:Thursday, October 29, 2020Unit of Measure:16' MBFContract Term:36 monthsContract Mechanise:5450-3<br/>Sale of Timber - Lump Sum

### Content

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

Prepared By: Caulfield, David J - 9/2/2020 Approved By: Rentz, George C - 9/3/2020

## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Josephine	375	6W	7	Unnumbered Lots W1/2NW1/4, SE1/4NW1/4	Willamette

### **Species Totals**

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	541.0	574.0	580.0	9,376	72	2,490
Sugar Pine	6.0	6.0	6.0	149	6	59
Ponderosa Pine	2.0	2.0	2.0	65	3	25
Totals	549.0	582.0	588.0	9,590	81	2,574

### **Cutting Area Acres**

<b>Regeneration Harvest Acres</b>	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	54.0	0.0	54.0	10.2

## Comments:

Reoffer FY21

Total Profit & Risk

15 %

## Logging Costs

Stump to Truck	\$127,321.06
Transportation	\$30,665.58
Road Construction	\$24,704.57
Maintenance/Rockwear	\$5,116.40
Road Use	\$0.00
Other Allowances	\$6,551.68
Total:	\$194,359.29
Total Logging Cost per MBF:	\$354.02

### **Utilization Centers**

Location	Distance	% of Net Volume
White City, OR	41.3 miles	100 %
	Profit & Risk	
Profit		10 %
Risk		5 %

### **Tract Features**

Quadratic Mean DBH	15.1 in
Average GM Log	61 bf
Average Volume per Acre	10.2 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	549.0 mbf
Salvage	0 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	74 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
Cable Logging:	
Percent of Sale Volume	26 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

### Cruise

Cruise Completed	July 2018				
Cruised By	Cannon/Caulfield				
Cruise Method					
3P Douglas Fir. BLM 100% all other species					

3 of 8

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	2,490	541.0	\$613.63	\$92.04	\$354.02	\$0.00	\$167.60		\$90,671.60
Sugar Pine	59	6.0	\$383.85	\$57.58	\$354.02	\$0.00	\$38.40	*	\$230.40
Ponderosa Pine	25	2.0	\$376.00	\$56.40	\$354.02	\$0.00	\$37.60	*	\$75.20
Totals	2,574	549.0							\$90,977.20

## Stumpage Computation

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

### Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir			4.0 %	55.0 %	36.0 %	5.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Sugar Pine				32.0 %	54.0 %	14.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Ponderosa Pine				8.0 %	76.0 %	16.0 %	

# Wild Bill re-offer

# **Unit Summary**

# ORM07-TS-2019.0002

# Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	541.0	574.0	580.0	2,490
Sugar Pine	6.0	6.0	6.0	59
Ponderosa Pine	2.0	2.0	2.0	25
Totals:	549.0	582.0	588.0	2,574

Net Volume/Acre: 10.2 MBF

<b>Regeneration Harvest</b>	0.0
Partial Cut	54.0
Right of Way	0.0
Total Acres:	54.0

## Wild Bill re-offer

# Stump to Truck Costs

Total Stump To Truck	Net Volume	\$/MBF
\$127,321.06	549.0	\$231.91

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Small Yarder	GM MBF	151.0	\$259.67	\$39,210.17	
Track Skidder	GM MBF	431.0	\$203.19	\$87,574.89	
Subtotal				\$126,785.06	

### **Additional Costs**

ltem	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

### **Additional Moves**

Equipment		# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Ripping Cat	Hour	4.0	\$134.00	\$536.00	
Subtotal				\$536.00	

### Comments:

See logging plan for yarding details.

Wild Bi	ll re-offer
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# Transportation

# ORM07-TS-2019.0002

Total	Net Volume	\$/MBF
\$30,665.58	549.0	\$55.86

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City, OR	41.3	All Species	GM MBF	582.0	\$52.69	\$30,665.58	100 %

# **Engineering Allowances**

Total	Net Volume	\$/MBF
\$29,820.97	549.0	\$54.32

Cost Item	Total Cost
Road Construction:	\$24,704.57
Road Maintenance/Rockwear:	\$5,116.40
Road Use Fees:	\$0.00

Wild Bill re-offe
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# **Other Allowances**

Total	Net Volume	\$/MBF	
\$6,551.68	549.0	\$11.93	

### **Environmental Protection**

Cost item	Total Cost
Equipment Washing	\$729.20
Barricades	\$225.00
Hand Seeding and Mulching	\$228.00
Ripping	\$581.00
Subtotal	\$1,763.20

## Logging

Cost item	Total Cost
Skid Location	\$91.15
Waterbar Skyline Corridors	\$145.84
Waterbar Skids	\$300.00
Landing Construction	\$800.00
Snag Creation	\$250.00
Subtotal	\$1,586.99

### Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Stream and Culvert Cleaning	\$54.69
Subtotal	\$54.69

### Slash Disposal & Site Prep

Cost item	Total Cost
Lop and Scatter	\$2,268.00
Cover/Burn/Mop-up Decks	\$128.80
Machine Pile Landing Decks	\$750.00
Subtotal	\$3,146.80

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Sale: Wild Bill TS Sale Date: Oct 2020 Prep. By : EFreeman Tract No: TS-2019.0002

#### ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

#### Summary of Costs

1.1) Road Use - Amortization: \$0.00/549 MBF = \$0.00/MBF

#### Road Maintenance Obligation:

(2.1) BLM Maintenance	\$0.00
(2.2) BLM Rockwear	
(5.1) Purchaser Maintenance Rockwear \$329.35	
Total Rockwear Payable to BLM	\$329.35
(3.1) 3rd Party Maintenance	\$0.00
(3.2) 3rd Party Rockwear	\$0.00
(4.1) Other Maintenance Payments	\$0.00
Total Maintenance Fee Obligation (2.1-5.1)	\$329.35

Purchaser Maintenance Allowances:

(5.2A) Move In	\$833.49
(5.2B) Culverts, Catch Basins, Downspouts	\$383.34
(5.2C) Grading, Ditching	\$1,055.89
(5.2D) Slide Removal and Slump Repair	\$0.00
(5.2E) Dust Palliative (Water)	\$2,514.33
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)	\$4,787.05
(2.1-5.2G) Cost ( \$329.35 + \$4,787.05) = \$5,116.40 Cost/MBF \$5,116.40 / 549 MBF = \$9.32/MBF	<u>\$9.32/MBF</u>
(5.2H) Decommissioning	\$0.00
(5.2H) Cost/MBF \$0.00/549 MBF =	\$0.00/MBF
(2.1-5.2H) Cost ( \$329.35 + \$4,787.05 + \$0.00) = \$5,116.40	

Total Cost/MBF (Excluding Road Use)

Using Fee Schedule: 1/1/2020 - 12/31/2022

#### 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 NumberA SurfMaintVoland SegmentN TypeMix Fee xMBF =MaintFee xMBF =(2.1)Subtotal\$0.00(2.2)Subtotal\$0.00

#### 3) Third Party Maintenance and Rockwear

	MAINTENANCE (3.1)					ROCKWEAR (3.2)				
Agrmnt	Surface	Road								
Number	Туре	Number	Mi	х	Fee x MBF	=	Maint	Fee x MB	F =	Rkwear
		enance fees ear fees by	-	0	ement numbe nt number:	er:				
(3.1) Sub (3.2) Sub	ototal ototal				<u>\$0.00</u>	)		<u>\$0</u>	.00	

#### 4) Other Maintenance Payments - USFS or Others Perform Maintenance

MilesVolFeeAgencyRoad Number(Log) x (mbf) x MBF/MI = Cost

(4.1) Subtotal \$0.00

#### 5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No	А		RkWear	Vol	Total
and Segment	Ν	Mi	x Fee x	MBF	= RkWear
37-6-6.0	А	0.98	0.73	260	\$186.00
37-6-7.0	А	0.73	0.73	269	\$143.35

(5.1) Subtotal <u>\$329.35</u>

#### Purchaser Operational Maintenance

#### Move In

No	Move	Cost/	Dis	st	Sub-	
Equipment	Units	s x in	x 50	Mi	x Factor	= total
Motor Grader	: 1	1	\$414.	00	0.63	\$260.82
Back Hoe:	1	1	\$308.	00	0.63	\$194.04
Loader:			\$414.	00	0.63	\$0.00
Water Truck:	1	1	\$96.	00	0.63	\$60.48
Dump Truck:	1	1	\$91.	00	0.63	\$57.33
Excavator:			\$414.	00	0.63	\$0.00
Roller:	1	1	\$414.	00	0.63	\$260.82

(5.2A) Total <u>\$833.49</u>

#### Culvert Maintenance - Including Catch basins and Downpipes

		Miles	x	Cost/Mi	=	Subtotal
1	\$383.34	\$	383	.34		

(5.2B) Total \$383.34

#### Grading (Includes Ditches and Shoulders)

Miles	x	Cost/Mi	x Freq	= Subtotal		
Blade	w/	Ditch:	0.50	\$708.54	2	\$708.54
Blade	w/o	Ditch:	0.40	\$434.19	2	\$347.35

(5.2C) Total \$1,055.89

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

Туре	No Slides		Hours		Equip		
Equipment	/Slumps	х	Each	х	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 <u>\$0.00</u>

#### Dust Palliative (Water)

Spreading Hours Truck No Freq Miles / MPH = Hours <u>x</u> Days <u>x</u> /Day = Hours 5 0.1 0.30 15 1 2 Load & Haul = 2.0 15 1 30 Total Hours = 32 Truck Cost: \$79.82/Hr. x 31.5 Hours = \$2,514.33 (5.2E) Total <u>\$2,514.33</u>

### Surface Repair (Aggregate)

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

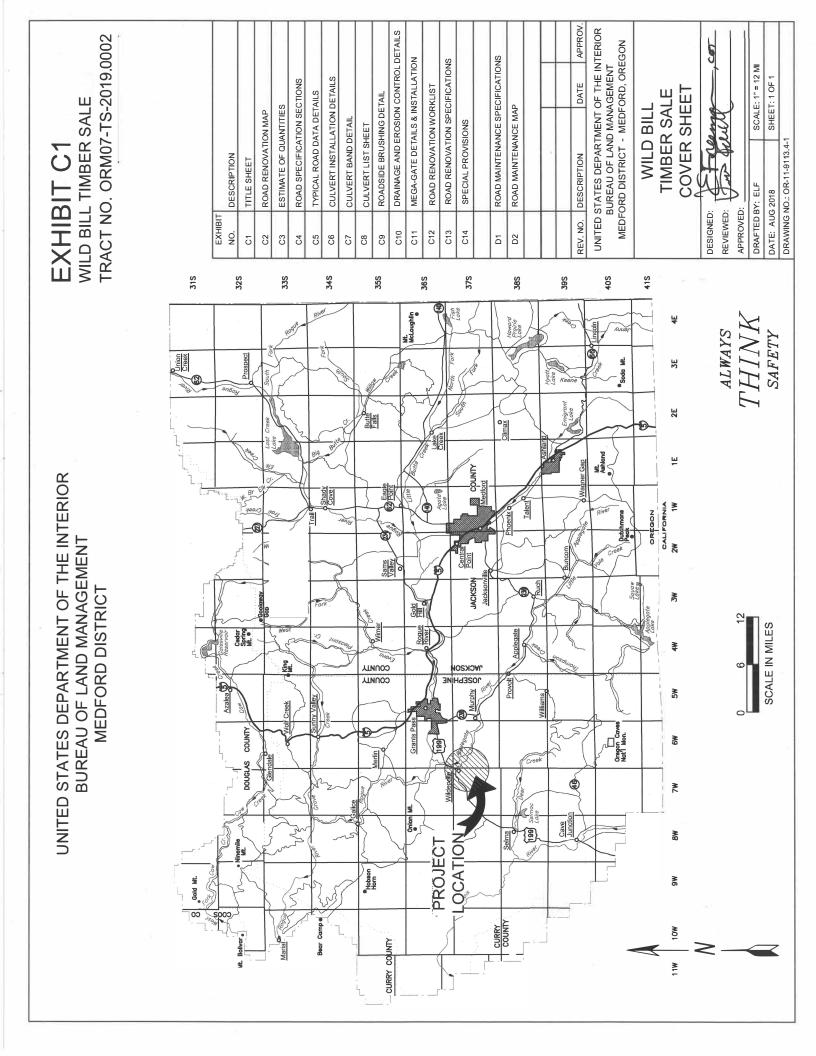
### Other

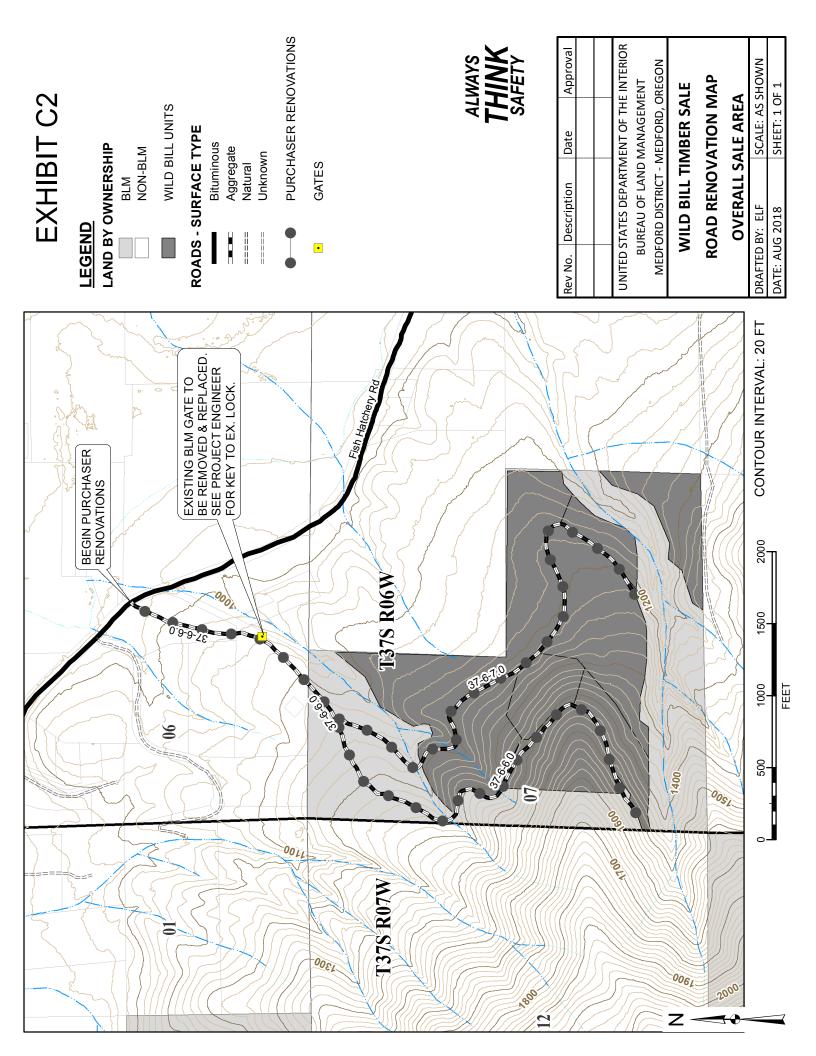
Fallen Timber Cutting:	0.0 Hours x \$0.00/Hour	=\$0.00
Brush Cutting/Tree Trimming:	0.0 Hours x \$0.00/Hour	=\$0.00
Oil/Asphalt Materials:	Lump Sum	=\$0.00
Signing for Dust Palliatives:	Lump Sum	=\$0.00
	Lump Sum	=\$0.00

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

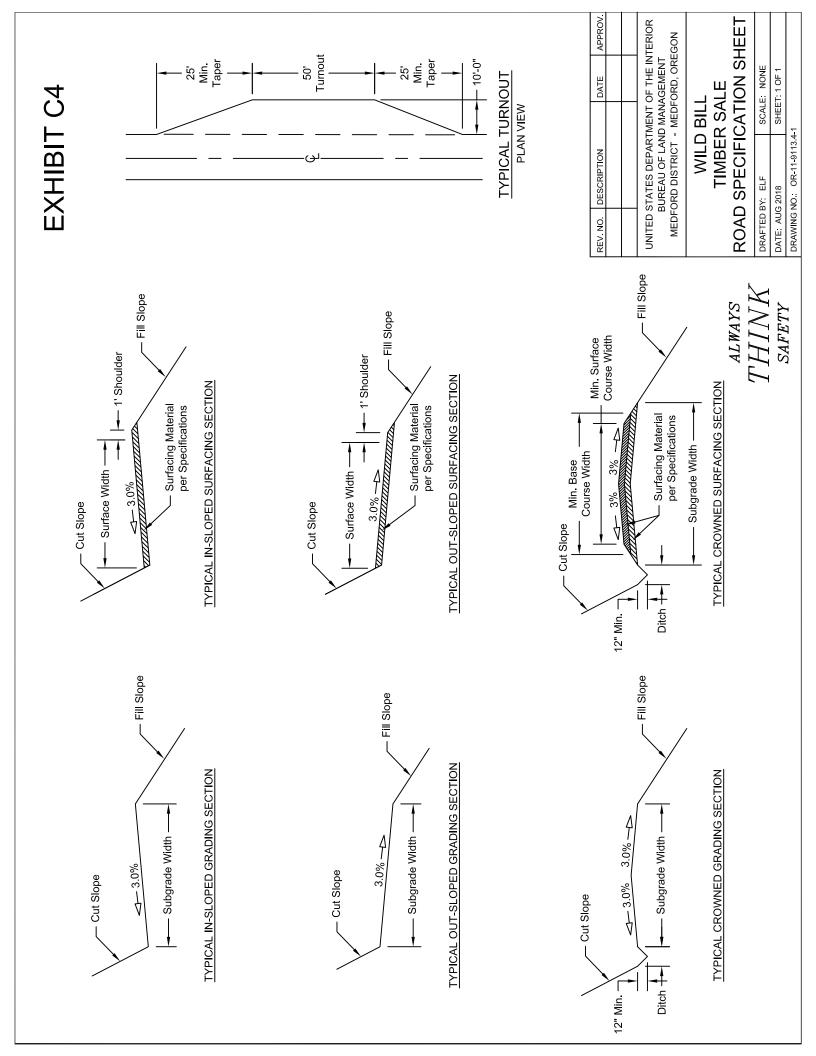
### Decommissioning

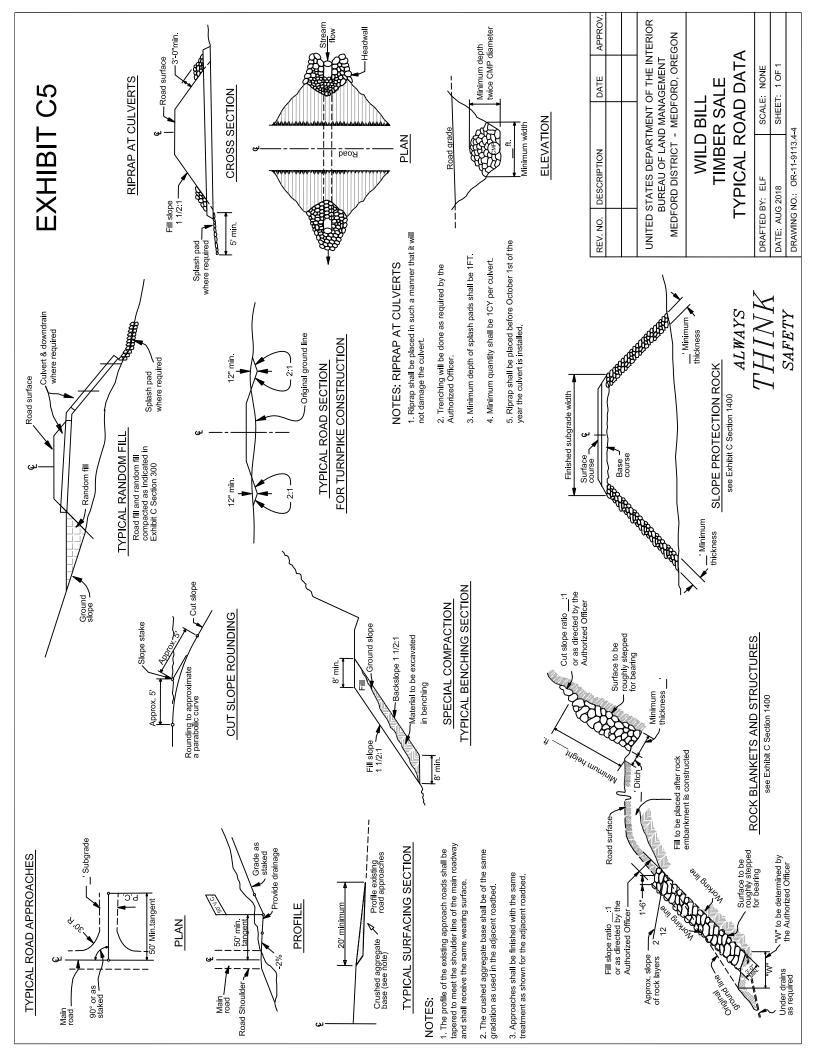
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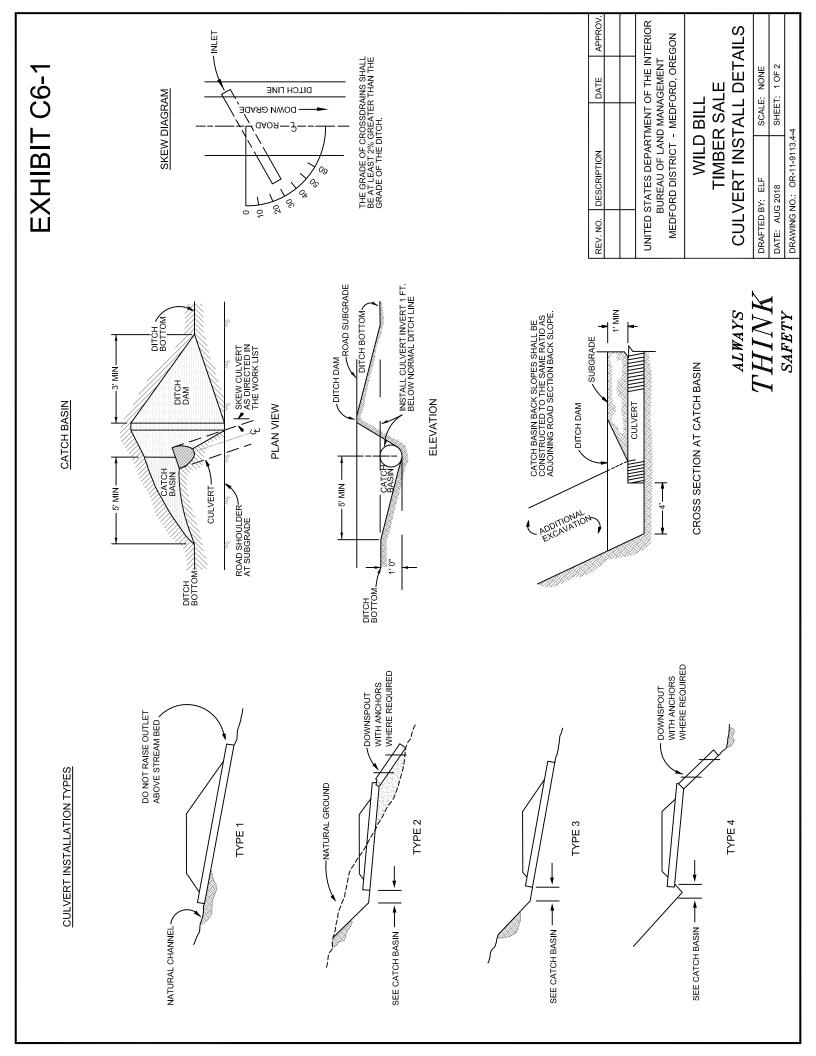


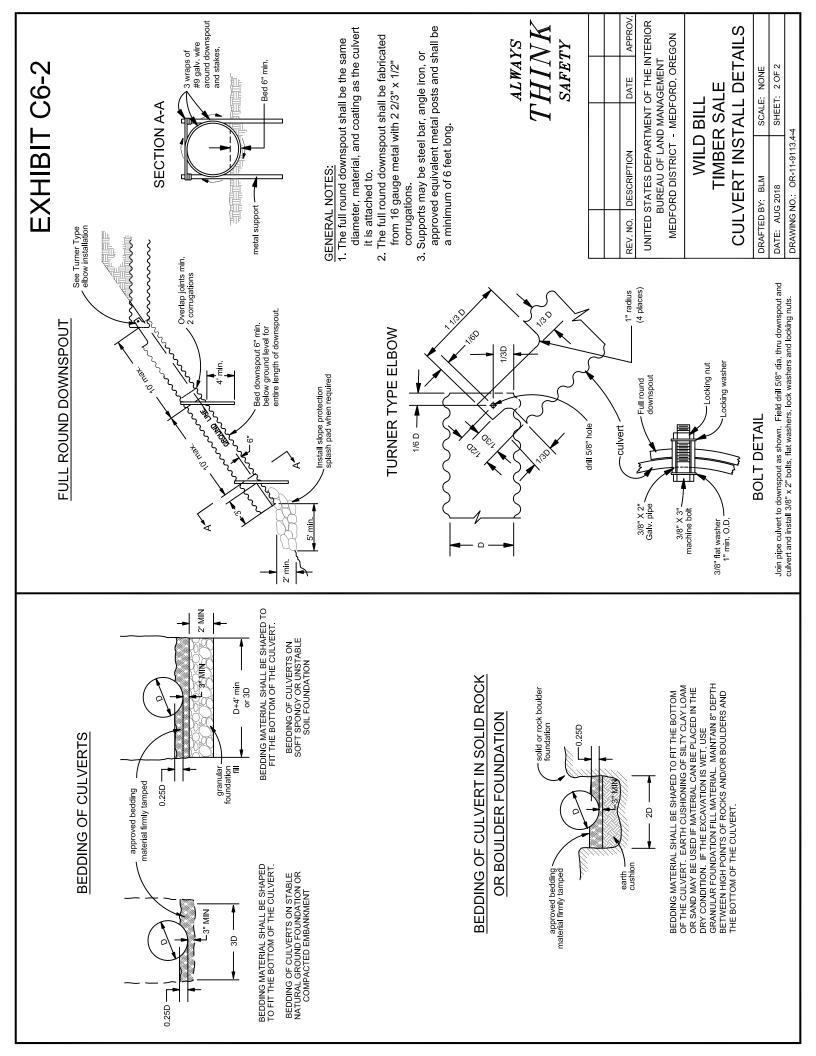


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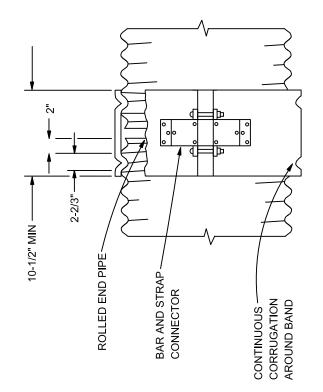






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CSP "HUGGER" COUPLER BANDS



STANDARD CONSTRUCTION IS A ONE PIECE BAND FOR 12" THRU 48" PIPES AND A TWO PIECE BAND FOR 54" PIPES AND ABOVE

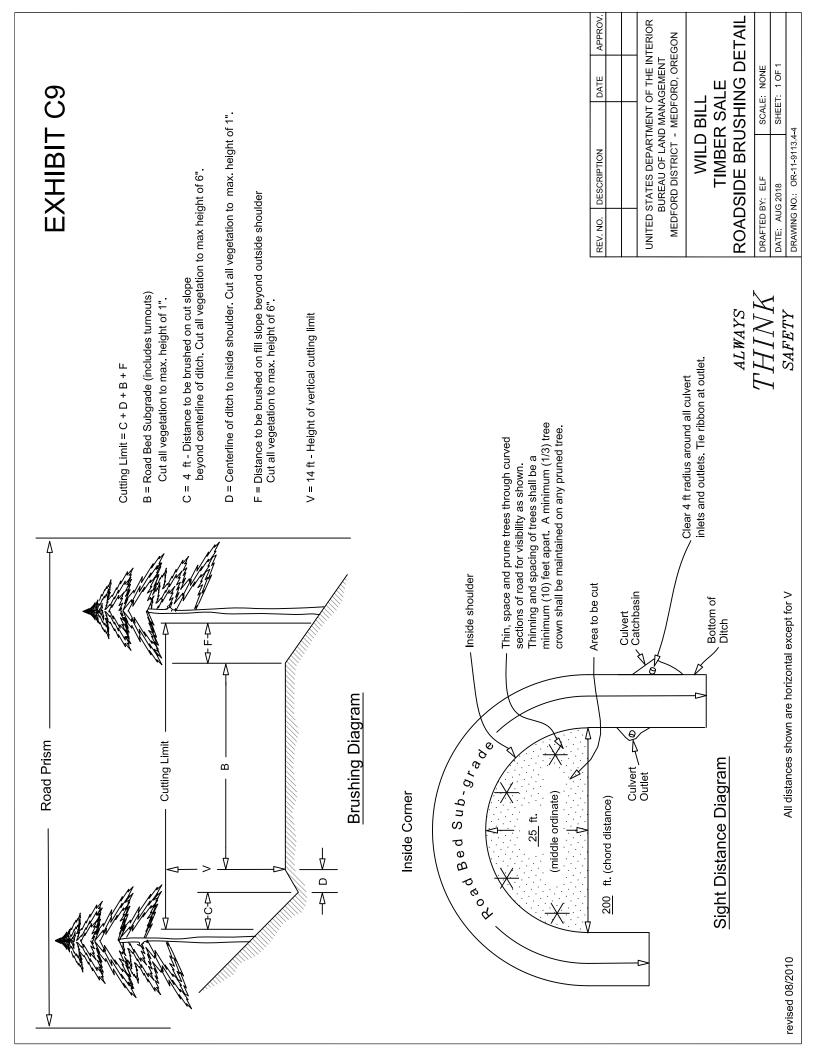
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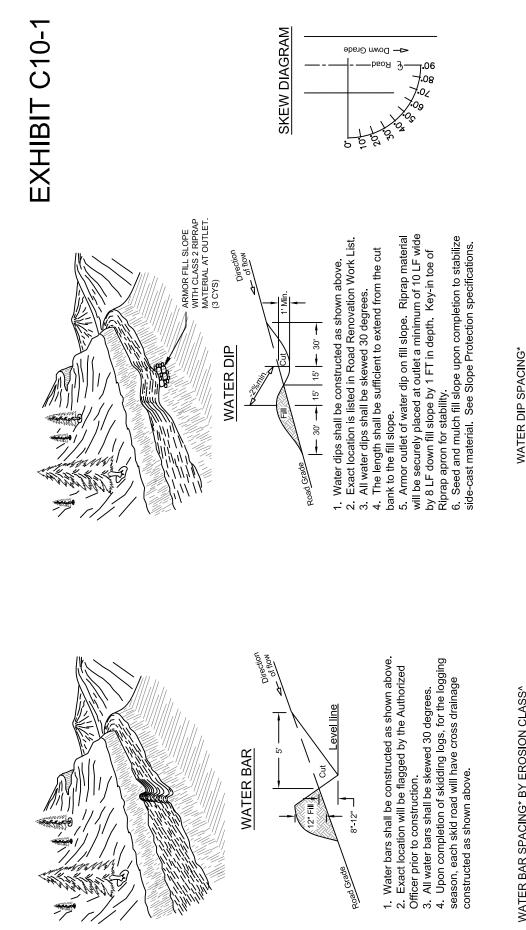
THE HUGGER COUPLER BAND OR AN APPROVED EQUIVALENT COUPLER BAND SHALL BE MADE OF THE SAME MATERIAL AND FINISH AS THE PIPES JOINED. THE COUPLER BANDS SHALL BE A MINIMUM OF 10-1/2 INCHES WIDE AND BE 16 GUAGE OR HEAVIER. THE BAND SHALL BE DESIGNED TO BE DRAWN TOGETHER WITH A MINIMUM OF TWO (2) 1/2 INCH BOLTS THROUGH USE OF A BAR AND STRAP SUITABLY WELDED TO THE BAND. THE BAND SHALL ENGAGE AND MESH WITH THE SECOND ANNULER CORRUGATION INWARD FROM THE END OF EACH OF THE CONDUIT SECTIONS JOINED. WHEN DESIGNATED ON THE PLANS OR IN THE SPECIAL PROVISIONS, GASKETS SHALL BE INSTALLED WHEN THE "HUGGER" TYPE, OR AN APPROVED EQUIVALENT COUPLER BAND IS INSTALLED ON SPILLWAY, OVERSIDE OR DOWN DRAINS.

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ALWAYS THINK SAFETY

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SANDY LOAM DECOMPOSED CLAY & LOAM GRANITE/SAND SILTY SOILS

ROAD GRADE

1200-600 600-300 300-200 200-100

2000-1000

950-450 450-350 350-200

1200-600

4-7 2-3 %

550-450 450-300

8-10 11-15 16+

FEET

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	FEET	400	300	200	150	100	50	s the maximum
FEET		300	200	150	100	75	50	Spacing is determined by slope distance and is the maximum allowed for the crade.
	FEET	200	150	100	75	50	50	letermined by slc the grade
	%	2-5	6-10	11-15	16-20	21-35	35+	Spacing is determined

allowed for the grade. A The erosion classes include the following rock types: High: Granite, sandstone, andesite porphyry, glactal or alluvial deposits, soft matrix conglomerate, volcanic ash, and

Low Metasediments, metavolcanics, and hard shale pyroclastics. Moderate: Basalt, andesite, quartzite, hard matrix conglomerate, and rhyolite

THINK ALWAYS SAFETY

DRAWING NO: OR-11-9113.4-4

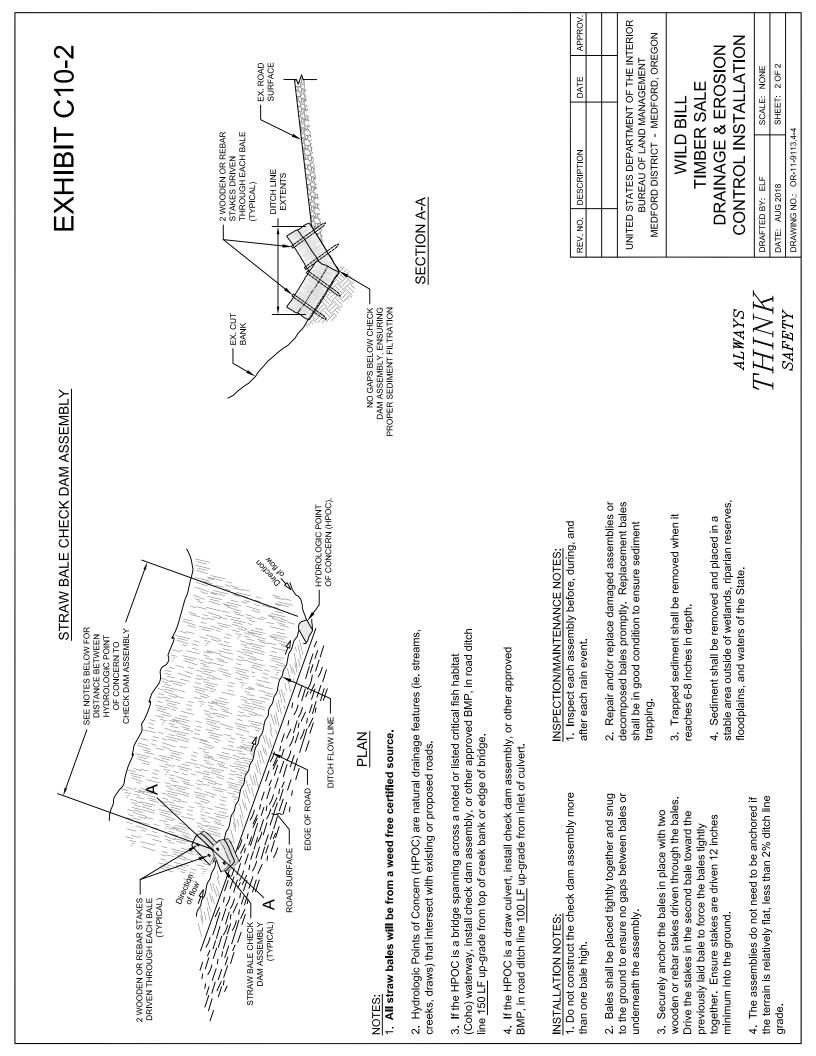
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DATE: AUG 2018	G 2018	SHEE	SHEET: 1 OF 2	

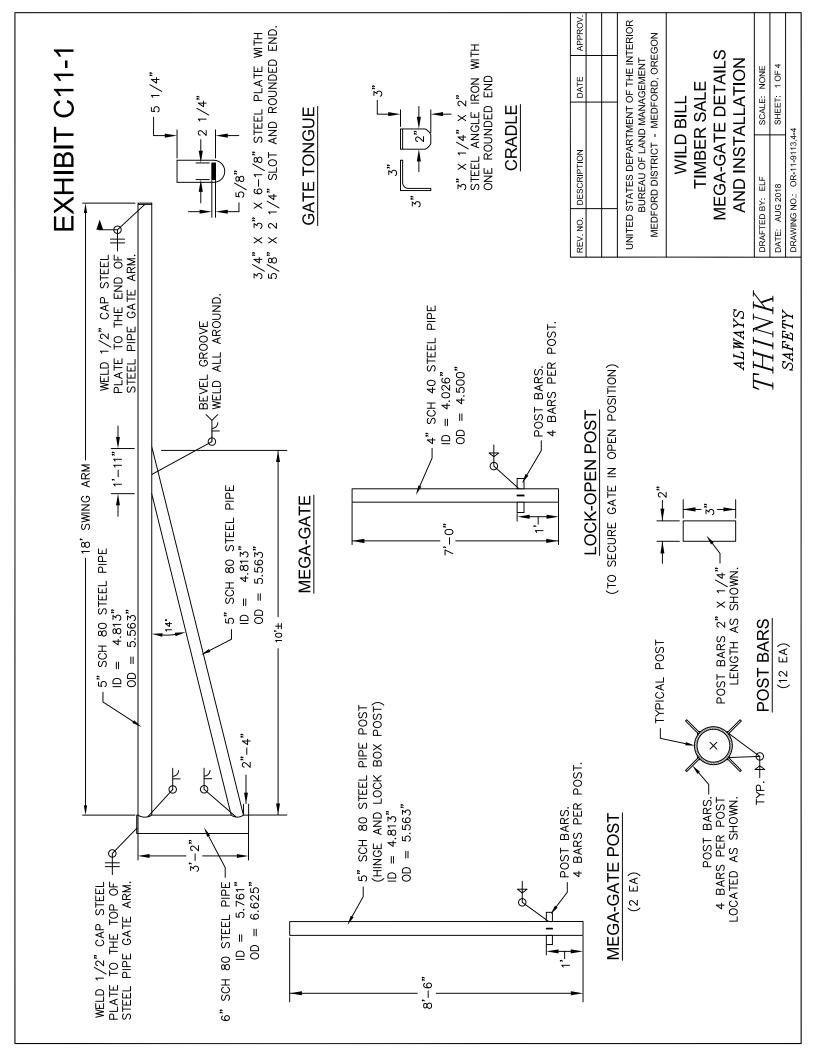
Spacing is determined by slope distance and is the maximum allowed for the grade.

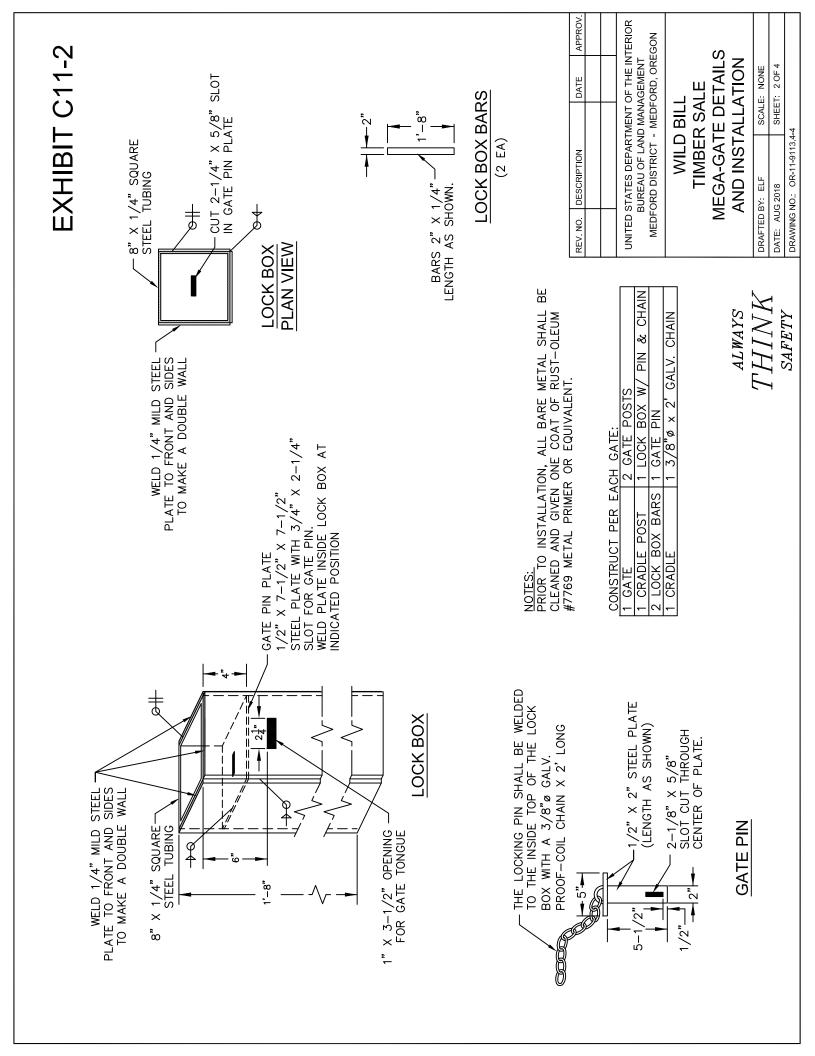
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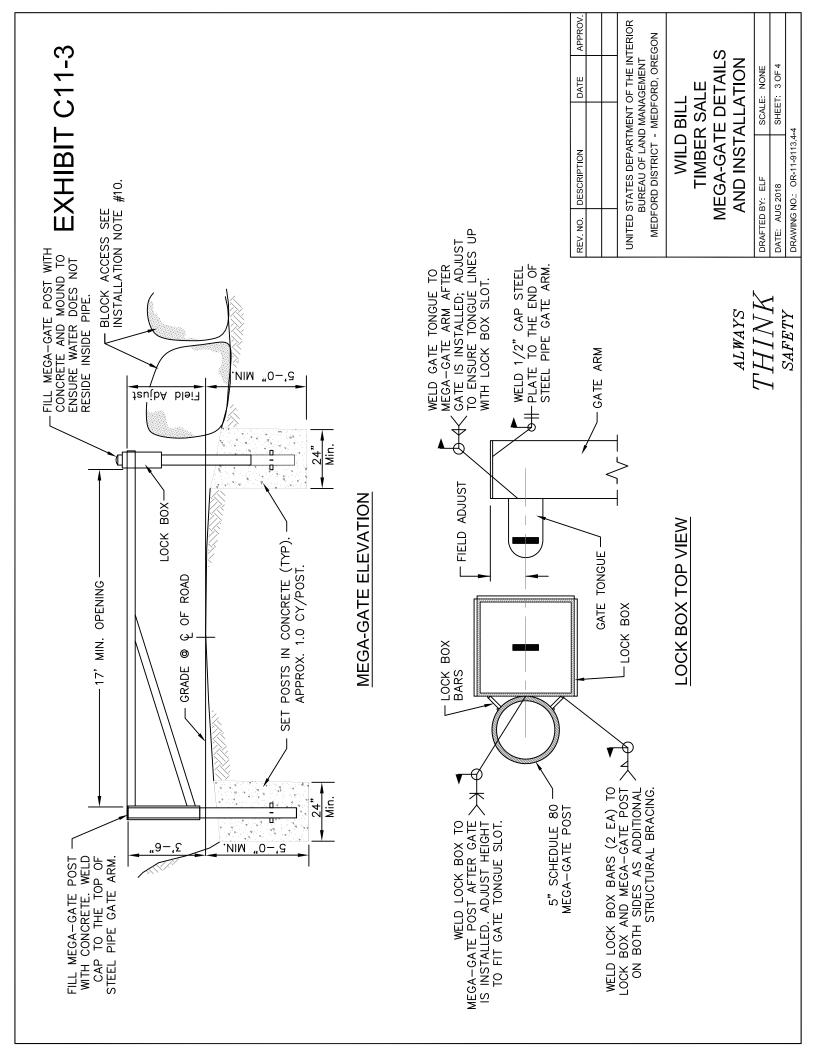
200-150

300-250











- 1. PRIOR TO INSTALLATION, ALL BARE METAL SHALL BE CLEANED AND GIVEN ONE COAT OF RUST-OLEUM ZINSSER METAL PRIMER OR EQUIVALENT.
- 2. PRIOR TO FIELD INSTALLATION, FINAL GATE LOCATION SHALL BE DETERMINED OR APPROVED BY THE AUTHORIZED OFFICER.
- POST HOLE WALLS SHALL BE NEAR VERTICAL AS SHOWN.
- MEGA-GATE ASSEMBLY SHALL BE INSTALLED AS SHOWN. POSTS SHALL BE SET CENTERED IN THE POST HOLES ENSURING THEY ARE PLUMB IN THE CONCRETE AND THE GATE ARM SHALL HANG STRAIGHT AND LEVEL.
- 5. MEGA-GATE ASSEMBLY SHALL BE INSTALLED WITH HINGED SECTION ON THE CUT SLOPE SIDE OF THE ROAD UNLESS OTHERWISE DIRECTED BY THE AUTHORIZED OFFICER.
- 6. MEGA-GATE SHALL BE INSTALLED TO OPEN IN THE DIRECTION SPECIFIED BY THE AUTHORIZED OFFICER.
- 7. FIELD WELDS SHALL BE CLEANED OF SLAG AND GRIME.
- 8. CONCRETE SHALL BE 3000 PSI MINIMUM. CURE TIME: ALLOW CONCRETE TO CURE A MINIMUM OF 72 HOURS BEFORE PERFORMING OTHER WORK ON POSTS.
- 9. EXPOSED SURFACES OF CONCRETE SHALL BE CROWNED TO SHED WATER AWAY FROM GATE POSTS.
- 10. LARGE BOULDERS OR EARTHEN BARRICADE SHALL BE FURNISHED AND PLACED, IF NECESSARY, AT SIDES OF THE GATE TO PREVENT ACCESS BY MOTOR VEHICLES.
- 11. AFTER INSTALLATION IS COMPLETE, THE ENTIRE MEGA-GATE ASSEMBLY, INCLUDING MEGA-GATE, POSTS, LOCK BOX, CRADLE, AND PINS SHALL BE CLEANED AND GIVEN ONE FIELD COAT OF RUST-OLEUM EPOXY MASTIC SAFETY YELLOW #9144402 OR EQUIVALENT. PAINT SHALL BE APPLIED AS SPECIFIED BY THE MANUFACTURER.

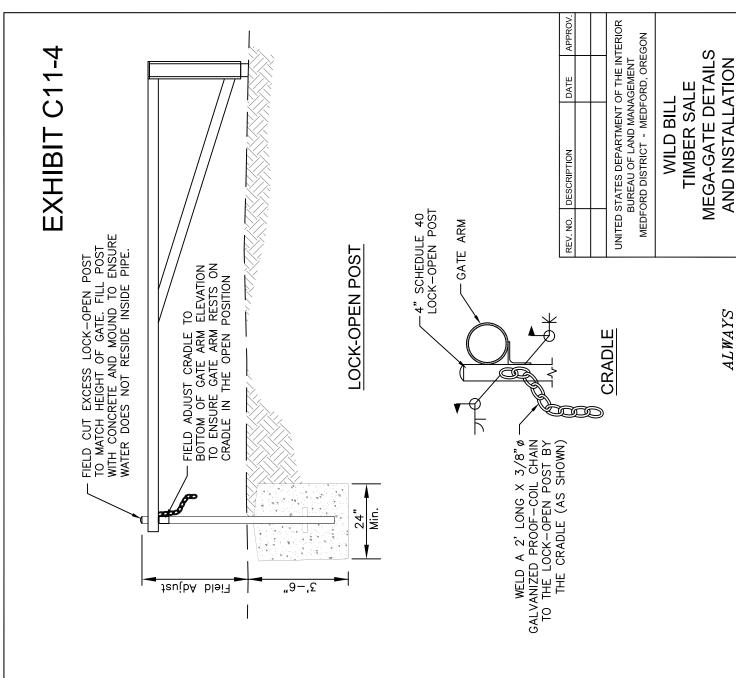
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SAFETY

DRAWING NO: OR-11-9113.4-4



# Exhibit C12

Sale Name: Wild Bill TS Page 1 of 2

# **Road Renovation Work List**

## **Definitions:**

ABC = Aggregate Base CourseASC = Aggregate Surface CourseBST = BituminousCL = Center LineCMP = Corrugated Metal PipeCY = Cubic YardGRR = 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 STA = Station (100 LF)

## **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.

37-6-6.0 Road - Wilderville Ridge Road - ASC - Sub: 14Ft - Ditch: 3Ft - X-Sect: Crowned

- <u>MP</u> <u>Description</u>
- 0.00 Jct w/ Fish Hatchery Road (County). Begin road renovation which includes reshaping road surface (blading, watering, and rolling) to road specifications; clearing and reshaping ditch lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; replacing old and installing new culverts, spotrocking, and roadside brushing and chipping.

The Purchaser shall be required to furnish and apply non-saline water, or approved equal, during dry hauling periods (dust abatement), when directed by the Contract Officer, for the purpose of laying nuisance dust over the next 0.30 miles of road. Existing CMP under road w/in Fish Hatchery Road ditch line.

- 0.02 Jct w/ private driveway on right.
- 0.07 Jct w/ private driveway on right.
- 0.13 Existing damaged CMP to be removed and replaced with an 18" x 36' Galvanized CMP. Lower existing CMP inverts on both ends by a minimum of 12" to acquire manufacturer's recommended 1 foot of cover over CMP crown. Regrade existing lead-out ditch from new CMP outlet towards small creek to east ensuring ditch has adequate grade to drain properly away from road. Install Splash Pad: armor CMP outlet with 3 CY of Class 2 Riprap. Properly place, grade, and compact a 4" lift (15 CY) of 1-1/2" crushed rock road surface material. Seed and mulch disturbed areas per specifications.
- 0.16 Jct w/ private driveway on right.
- 0.17 Existing CMP.
- 0.18 Existing non-functional BLM gate to be removed and replaced. See Exhibit C11 for details.
- 0.26 Existing CMP.
- 0.30 End dust abatement requirements.
- 0.32 Jct w/ 37-6-7.0 Road on left.
- 0.43 Jct w/ Spur on right.
- 0.54 Existing CMP.
- 0.55 Unit boundary on left.

# Exhibit C12

Sale Name: Wild Bill TS Page 2 of 2

- 0.64 Cannot locate existing CMP. Remove old CMP (if found) and install an 18" x 36' Galvanized CMP with 2 foot of cover over crown. Construct catch basin at CMP inlet. Install Splash Pad: armor CMP outlet with 3 CY of Class 2 Riprap. Properly place, grade, and compact a 4" lift (15 CY) of 1-1/2" crushed rock road surface material. Seed and mulch disturbed areas per specifications.
- 0.65 Unit boundary on right.
- 0.71 Existing CMP.
- 0.75 Existing CMP.
- 0.87 Existing CMP.
- 0.95 Unit boundary on right.
- 0.98 Reconstruct existing turn-around. End road renovation. Unit boundary on left.

### 37-6-7.0 Road - Wilderville Spur - ABC - Sub: 17Ft - Ditch: 0Ft - X-Sect: Out-Sloped

- <u>MP</u> <u>Description</u>
- 0.00 Jct w/ 37-6-6.0 Road. Begin road renovation which includes reshaping road surface (blading, watering, and rolling) to road specifications; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; reconstructing existing water dips, spot rocking, and roadside brushing and chipping. Unit boundary on right.
- 0.04 Existing CMP.
- 0.13 Existing CMP.
- 0.14 Unit boundary on left and right.
- 0.19 Existing CMP.
- 0.38 Existing CMP.
- 0.43 Reconstruct existing Water Dip per specifications on Exhibit C10. Armor outfall with 3 CY of Class 2 Riprap. Seed and mulch disturbed areas per specifications.
- 0.48 Existing skid road on right.
- 0.54 Existing skid road on left.
- 0.60 Scarify existing road surface for 1 STA and regrade. Spot rock: properly place, grade, and compact a 14' wide x 1 STA x 4" lift (30 CY) of 1-1/2" crushed rock road surface material.
- 0.73 Reconstruct existing turn-around. End road renovation. Unit boundary on left and right.

## Exhibit C13 Sale Name: Wild Bill TS Page 1 of 21

# **ROAD RENOVATION AND IMPROVEMENT SPECIFICATIONS**

SECTION	DESCRIPTION
100	General
400	Pipe Culverts
500	Renovation and Improvements of Existing Roads
600	Watering
1200	Aggregate Surface Course – Crushed Rock
1400	Slope Protection
1700	Erosion Control
1800	Soil Stabilization
2100	Roadside Brushing

# **TABLE OF CONTENTS**

### <u>GENERAL – 100</u>

### 101 - Pre-work Conference(s):

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

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

### 102 - Definitions:

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

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

ACI - American Concrete Institute

<u>Apparent Opening Size (AOS)</u> - 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).

<u>ASTM</u> - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

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

### Exhibit C13 Sale Name: Wild Bill TS Page 3 of 21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reinforcement - Strengthening of concrete with iron bars or mesh: geotextile with geotextile

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material inclusion: subgrade with aggregate: etc.

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

 $\underline{Subgrade}$  - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

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

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

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

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

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

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

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

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

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

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

- 102a Tests Used in These Specifications:
  - AASHTO T 11 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.
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.

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- AASHTO T 180 (OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-inch drop.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- <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 cohensionless soils.

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

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

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

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

### PIPE CULVERTS - 400

401 - This work shall consist of furnishing and installing pipe culverts and other erosion control devices in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. This work shall also consist of the removal and the proper disposal of existing damaged culverts, at the locations listed. Individual lengths are approximate; final lengths will be determined by the Authorized Officer. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.

Road No.	МР
37-6-6.0	0.13
	0.64

402 - The pipe culverts shall be installed at the following locations:

- 403 Grade culverts (cross drains) shall have a gradient of from 2 percent to 4 percent greater than the road grade centerline, except grades shall not exceed 10 percent. Grade culverts (cross drains) shall be skewed down grade 30 degrees as measured from the perpendicular to the centerline, unless otherwise specified on the plans.
- 404 Damage to the spelter, or burn back in excess of 3/8 inch, shall be wire brushed and painted with two coats of zinc-rich paint on zinc-coated and steel pipe, and aluminum-rich paint on aluminum or aluminum-coated pipe.
- 405a Corrugated steel pipe culverts shall conform to the requirements of AASHTO M 36 as specified on the plans.
- 406 Coupling bands shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 with the exception of band widths and the "Hugger"-type band which shall conform to the details, dimensions, and typical diagram shown on the plans.
- 406a "Hugger"-type coupling bands shall only be used with annular corrugated pipe and pipe-arch culverts, or helically corrugated pipe and pipe-arch culverts having annular reformed ends. Annular reformed ends shall consist of two annular corrugations.
- 408 Pipe culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the type required under these specifications shall be installed so as to provide the circumferential and longitudinal strength necessary to preserve the pipe

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alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.

- 410 Pipe shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged to the extent that it is unsuitable for use in the road construction, it shall be replaced at the Purchaser's expense.
- 411 Trenches necessary for the installation of pipe culverts shall conform to the typical diagram included in the plans and the Culvert Installation Detail Sheet.
- 412 Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of 24 inches below the invert grade for a width of at least one pipe diameter or span on each side of the pipe and shall be backfilled with selected granular or fine readily compactable soil material.
- 413 Pipe culverts shall be bedded on an approved fine readily compactable soil material or crushed rock material in accordance with Section 1200 gradation (E-1) having a depth of not less than 10 percent of the diameter or height of the drainage structure concerned or a minimum depth per table below. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.
- 414 The invert grade of the bedding shall be cambered in accordance with the requirements and details shown on the plans and as directed by the Authorized Officer.
- 416 Side-fill material for pipe culverts shall be placed within 1 pipe diameter, or a minimum of 2 feet, of the sides of the pipe barrel, and to 1 foot over the pipe with fine, readily compactable soil or granular fill material free of excess moisture, muck, frozen material, roots, sod, or other deleterious or caustic material and devoid of rocks or stones of sizes which may impinge upon and damage the pipe or otherwise interfere with proper compaction.
- 417 For pipe culverts, side-fill material conforming to the requirements of Subsection 416 shall be placed and compacted under the haunches of the pipe, and shall be brought up evenly and simultaneously on both sides of the pipe to 1 foot above the pipe, in layers not exceeding 6 inches in depth and 1 pipe diameter/span, or a minimum of 2 feet in width each side of, and adjacent to, the full length of the pipe barrel. Each layer shall be moistened or dried to a uniform moisture content suitable for maximum compaction and immediately compacted by approved hand or pneumatic tampers until a uniform density of 85 percent of the maximum density.
- 419 The pipe culverts after being bedded and backfilled as required by these specifications shall be protected by a 2-foot cover of fill before heavy equipment is permitted to cross the drainage structures. Removal of the protection fill shall be as directed by the Authorized Officer.
- 423 Construction of each culverts catch basin shall conform to lines, grades, dimensions, and typical diagrams included in the plans.
- 424 Construction of splash pads or energy dissipaters conforming to lines, grades, dimensions and typical diagram shown on the plans, shall be required for grade culverts (cross drains).

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- 427 The Purchaser shall record culvert sizes, lengths and location actually installed, where they vary from the plans, on a copy of the culvert list. This culvert list shall be furnished to the Authorized Officer or Project Engineer.
- 428 The Purchaser shall be responsible for removal and disposal of the old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the project site prior to acceptance of road construction for each road renovation.
- 429 Keep the excavation site dewatered so that the installation of culverts is completed under dry conditions. Dispose of excess water by using pumping or natural drainage ways near the site and in a manner that will avoid damage to adjacent property. Provide for downstream water flow with no more that 10% increase in natural stream turbidity due to transport of excavated material or sediment during construction. Diversion streams shall not be returned to the natural channel until all in-stream work has been completed.

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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.
- 501a This work shall also include the removal and disposal of slide material, if encountered, 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 compacted 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.
37-6-7.0	0.59	0.61

- 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.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 503 Debris from slides/slumps shall be disposed of at approved waste disposal locations as directed by the Authorized Officer.
- 504 Existing road surfaces shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103f, 103g, and 103i.
- 504a Minimum compaction required shall be 1 hour of continuous rolling for each 3 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- 506 The inlet end of all existing drainage structures shall be cleared of vegetative debris and boulders that obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- 507 Existing and new drainage structures at the following locations:

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Road No.	МР
37-6-6.0	0.13
	0.64

shall be replaced and placed with structures of the type, gauge, diameter, and length shown on the plans and in accordance with the placement requirements set forth under Section 400 of these specifications.

- 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 3 days prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

### WATERING - 600

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

### AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- 1201 This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock material (C-1) on roadbeds approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road.
- 1202a Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at his option and expense, providing the rock materials furnished comply with the specifications and is a BLM approved weed-free rock source.
- 1203 When crushed rock material is produced from gravel, not less than 65 percent by weight of the particles retained on the No. 4 sieve will have 2 manufactured fractured faces.
- 1204 Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements (see table below):

Percent	CRUSHED ROCK MATERIAL Percentage by weight passing square mesh sieves AASHTO T 11 & T 27					
Sieve Designation	C	C-1	D	D-1	Е	E-1
1-1/2-inch	100	100	-	-	-	-
1-inch	-	-	100	100	-	-
3/4-inch	50-90	60-90	-	70-98	100	100
1/2-inch	-	-	-	-	-	70-98
No. 4	25-50	30-55	30-60	36-60	40-75	44-70
No. 8	-	22-43	-	25-47	-	30-54
No. 30	-	11-27	-	12-31	-	15-34
No. 40	5-25	-	5-30	-	5-35	-
No. 200	2-15	3-15	3-15	3-15	2-15	3-15

### AGGREGATE SURFACE COURSE CRUSHED ROCK MATERIAL

1205 - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.

# 1206 - Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.

1207a - That portion of crushed rock material passing No. 4 sieve, including blending filler, shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalence of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

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Sand Equivalent	Percent Passing #200 Sieve AASHTO T 27
34	9
33	8
32	7
31	6
30	5
29 or less	4

- 1208 If additional binder or filler material is necessary to meet the grading or plasticity requirements or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1208a Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.
- 1209 Shaping and compacting of roadbed shall be completed and approved in writing, prior to placing crushed rock material, in accordance to the requirements of Subsections 300 and 500. Notification for final inspection prior to rocking shall be 72 hours prior to the inspection and shall be 10 days prior to start of surfacing operations.
- 1210 Crushed rock material conforming to the requirements of these specifications shall be placed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Compacted layers shall not exceed 4 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and then adding or removing crushed rock material until the surface is smooth and uniform.
- 1210a Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing required by this specification.
- 1212 Each layer of crushed rock material placed, processed, and shaped as specified shall be moistened or dried to a uniform moisture content suitable for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsections 103f, 103g, or 103i. Minimum compaction shall be 6 passes over each full-width layer, or fraction thereof.

### **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.

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

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

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

### TABLE 1405<sup>1</sup>

<sup>1</sup>Gradation includes spalls and rock fragments to provide a stable, dense mass.

<sup>2</sup>The 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.

<sup>3</sup>Rock 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 slope protection at the following locations:

Road No.	M.P.	Slope Protection Type
37-6-6.0	0.13	Splash Pad at CMP
	0.64	Splash Pad at CMP
37-6-7.0	0.43	Water Dip Outfall Armoring

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.

### **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.

### SOIL STABILIZATION - 1800

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

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

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

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

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

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- 1810 Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.
- 1811 The Purchaser shall furnish and apply to 4.3 acres designated for treatment as shown on the plans and as specified under Subsections 1802a and 1806a, a mixture of grass seed and mulch material at the following rate of application:

Two Stage - Dry:

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

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

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, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1819 The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.
- 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.

### Exhibit C13 Sale Name: Wild Bill TS Page 20 of 21

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.

### **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 6 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.

# Exhibit C14

Sale Name: Wild Bill TS Page 1 of 1

## SPECIAL PROVISIONS

- 1. Before the initial start of road renovation, construction, reconstruction, or surfacing operations, or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer 48 hours in advance of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The Purchaser shall protect, and is responsible for, any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, as good or better condition than just prior to such damage occurring.
- 3. All disturbed soil shall be seeded and mulched. The Purchaser shall furnish and apply native grass seed and certified weed free straw mulch for soil stabilization operations. Seed and mulch shall be acquired from a BLM approved source.
- 4. All stream channel culverts and inlets shall be cleared and cleaned between **June 15<sup>th</sup> and September 15<sup>th</sup>** in accordance with Oregon Department of Fish and Wildlife (ODFW) in-stream work period guidelines.
- 5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the upstream side of a culvert to the downstream side of the culvert.
- 6. Roadside brushing cutting limits beneath or adjacent to bridges shall extend <u>8 feet</u> horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. Cut brush and trees shall be removed from beneath the bridge and from the stream channel.
- 7. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. All debris resulting from roadside brushing activities shall be manually cut and chipped. All culvert inlets and outlets shall be brushed for a radius of 4 feet.
- 8. While roadside brushing through private industry lands, conifer trees at the edges of the cleared area (see cutting limit, Exhibit C9) shall have the branches pruned rather than being felled.
- 9. All stumps, designated by the Authorized Officer, which would interfere with normal blading and road renovation operations (including turnouts), shall be removed in such a way as to not cause damage to the drainage ditch or the road bed. Stumps that are ground-down, shall be ground to a minimum of 3 inches below existing grade.

Exhibit D1 Sale Name: Wild Bill TS Page 1 of 7

# **ROAD MAINTENANCE SPECIFICATIONS**

# **TABLE OF CONTENTS**

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

Exhibit D1 Sale Name: Wild Bill TS Page 2 of 7

### **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 cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 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 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 1<sup>st</sup> 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 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 shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one- half gallon per yd<sup>2</sup> of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds<sup>3</sup> of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd<sup>2</sup> when a specified lesser rate is approved by the Authorized Officer.

Road Number	From M.P.	To M.P.
37-6-6.0	0.00	0.30

The following roads shall be watered:

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  $45^{\circ}$ F and steady or rising and when the weather is not foggy or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.

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 yd<sup>2</sup> surface. A second application at the rate of 0.3 gallons per yd<sup>2</sup> 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 1<sup>1</sup>/<sub>2</sub> 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.

Exhibit D1 Sale Name: Wild Bill TS Page 7 of 7

### 3412c - Specifications for Magnesium Chloride:

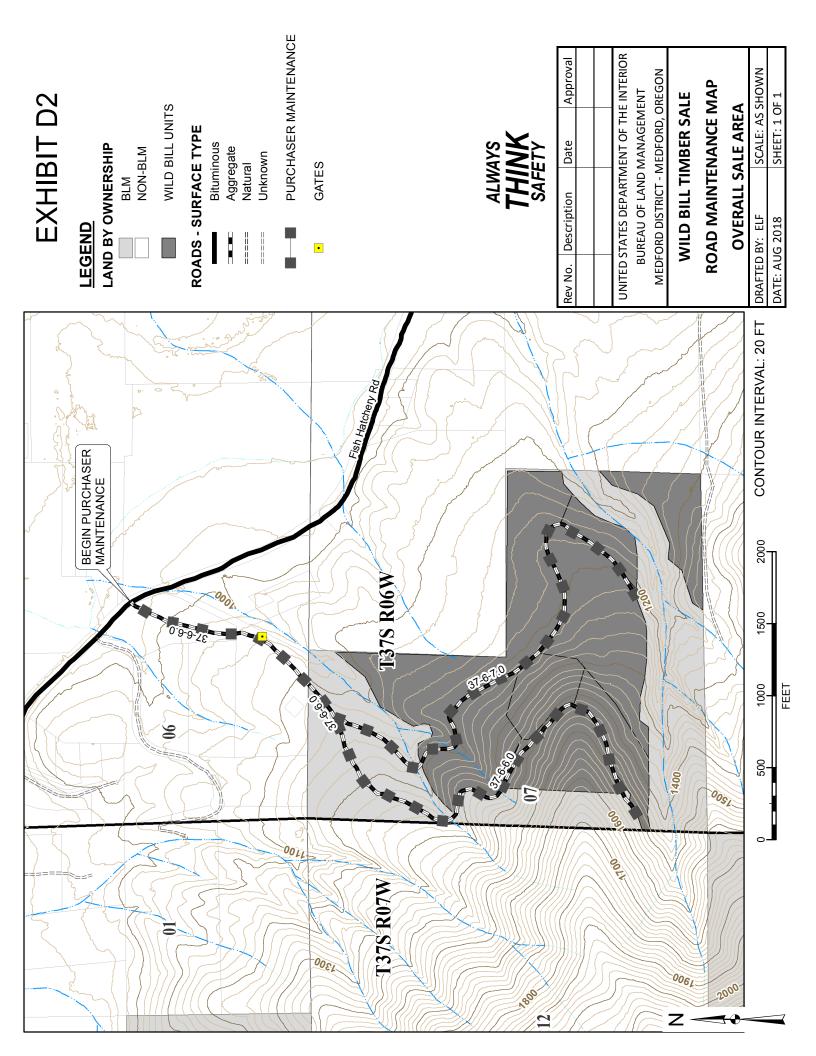
The material shall consist of a brine containing 29 to 35 percent magnesium chloride by weight and 62 to 72 percent water by weight. Ensure that the material does not exceed the following chemical constituents:

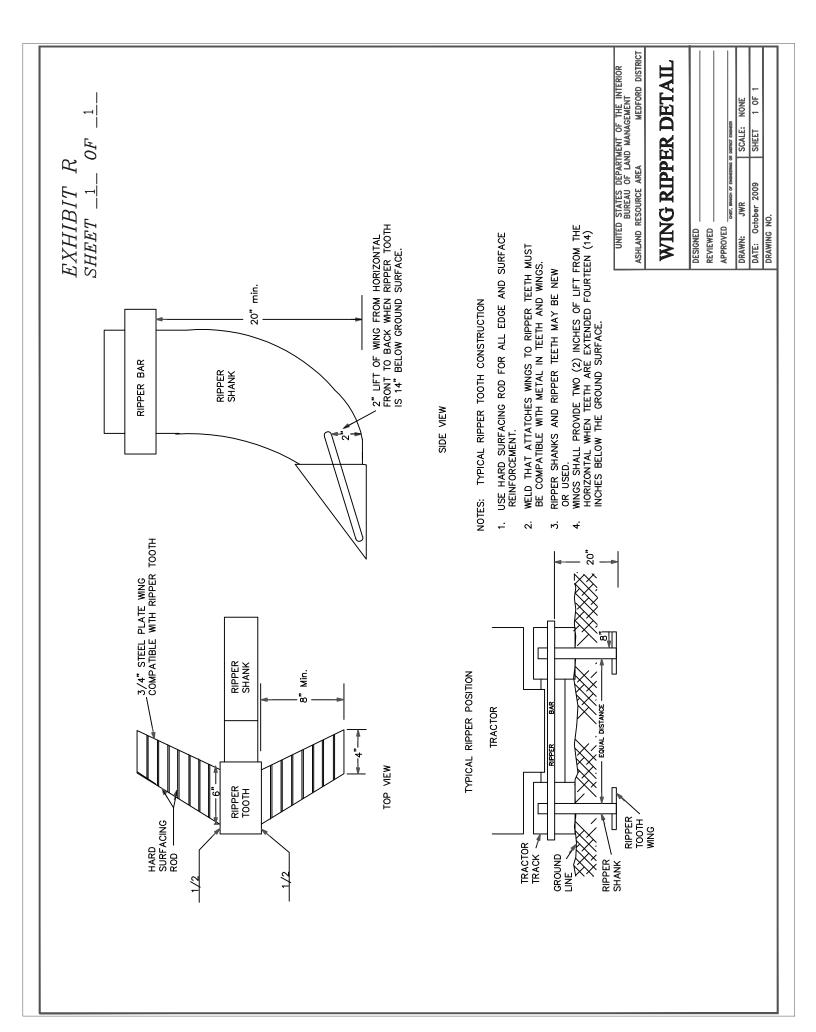
0 -		
-	phosphorous	25.00 ppm
	cyanide	0.20 ppm
	arsenic	5.00 ppm
	copper	0.20 ppm
	lead	1.00 ppm
	mercury	0.05 ppm
	chromium	0.50 ppm
	cadmium	0.20 ppm
	barium	10.00 ppm
	selenium	5.00 ppm
	zinc	10.00 ppm
	sulfate	4.3 percent maximum
	nitrate	5.0 percent maximum.

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

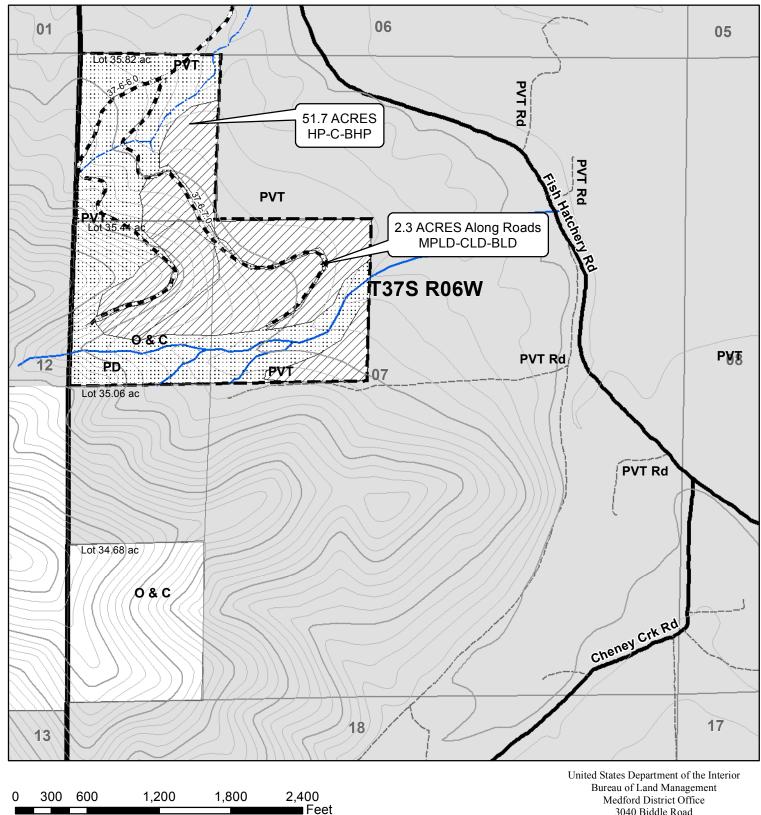
Apply when the ambient air temperature is  $45^{\circ}$  F or above.





### U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0002 T. 37 S., R. 6 W., SEC. 7 WILL. MER. WILD BILL TIMBER SALE JOSEPHINE COUNTY

TIMBER SALE CONTRACT MAP **EXHIBIT S** PAGE 1 OF 2



1 inch = 803 feet

3040 Biddle Road Medford, OR 97504 (541) 618-2200

40 FOOT CONTOUR INTERVAL

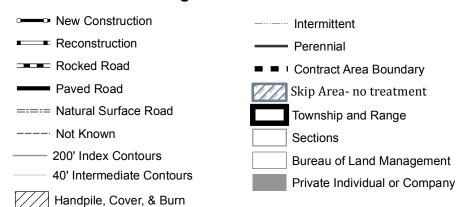
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

Map created 8/30/18



### U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-2019.0002 T. 39 S., R. 7 W., SEC. 15 WILL. MER. WILD BILL TIMBER SALE JOSEPHINE COUNTY

Legend



### Summary

UNIT	ACRES	PRESCRIPTION	LOGGING SYSTEM	FUELS TREATMENT
Wild Bill	51.7	VDT	GB\Cable	HP-C-BHP
Wild Bill	2.3	VDT	GB\Cable	MPLD-CLD-BLD

GB=Ground Based VDT= Variable Density Thin HP= Hand Pile BHP= Burn Hand Piles C= Cover MPLD= Machine Pile Landing Decks CLD=Cover Landing Decks BLD= Burn Landing Decks

\*All Acres are computed by GPS Traverse

\*Boundaries of havest units are posted and painted in orange.



1 inch = 1,000 feet

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.

40 FOOT CONTOUR INTERVAL

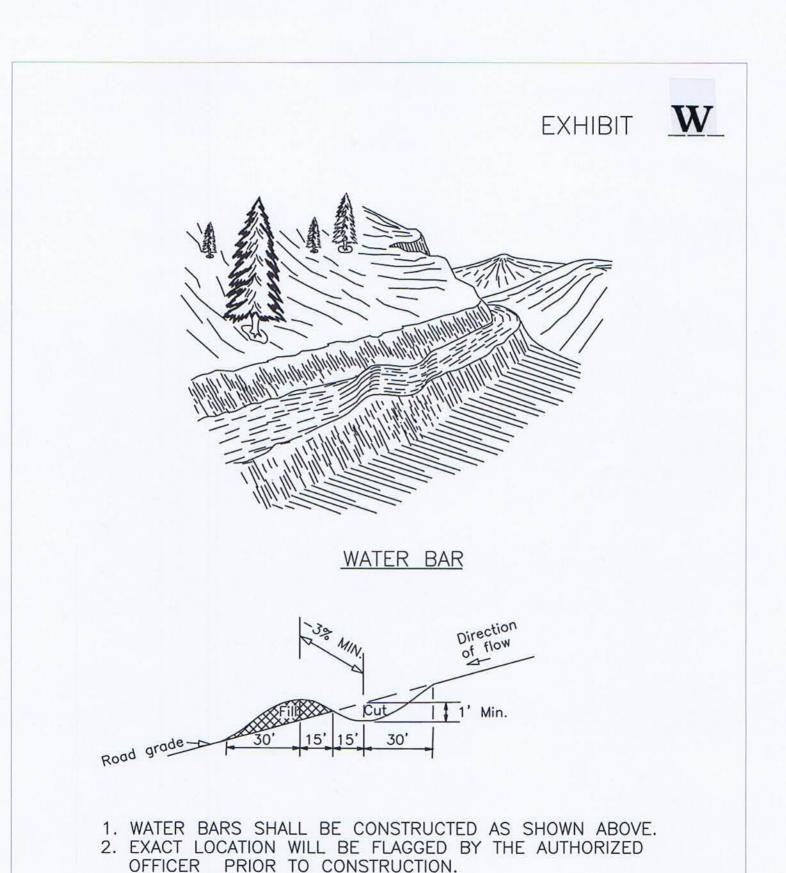
United States Department of the Interior Bureau of Land Management

Medford District Office

3040 Biddle Road Medford, OR 97504

(541) 618-2200

Map created 8/28/18



- 3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES.
- 4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.

Form 5440-9	
(January 2018)	

### UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT	Tract Number		
DEPOSIT AND BID FOR: (Check One):	Sale Name		
Timber and/or Other Wood Products or (Examples of Other Wood Products: biomass, firewood, posts, poles, etc)		Sale Notice (dated)	
		BLM District	
Vegetative Resources (Examples of Vegetative Resources: boughs, pinyon nuts, cones, plan			
Sealed Bid for Sealed Bid Sale		Auction Sale	
Time for opening sealed bids	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    bank draft			

bid bond of corporate surety on approved list of the United States Treasury guaranteed remittance approved by the authorized officer.

Name of Bidder

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

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

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

BID SUBMITTED				ORAI	L BID MADE	
PRODUCT & SPECIES	UNIT	ESTIMATED VOLUME OR QUANITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
			Х	=	Х	=
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 ( <i>type or print</i> )		
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 Signature of Authorized Corporate Signing Officer	(To be completed following oral bidding) I HEREBY confirm the above oral bid By (signature)		
Title	Date		
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	<ul> <li>Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:</li> <li>(1) "Bid for Timber and/or Other Wood Products or</li> <li>(1a) "Vegetative Resources"</li> <li>(2) Time bids are to be opened</li> <li>(3) Legal description</li> </ul>		

### NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

**EFFECT OF NOT PROVIDING INFORMATION:** Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

### **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/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.