

# PROSPECTUS

## DXP SCALED-SALE

GRANTS PASS RESOURCE AREA  
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-19-06  
January 24, 2019 (LS)

#3. Spencer Hazard, Josephine County, O&C

BID DEPOSIT REQUIRED: \$10,300.00

All timber designated for cutting in SE1/4SE1/4 Sec 22, N1/2SE1/4, SW1/4SW 1/4 Sec 23, NW1/4NW1/4 Sec 26, NE1/4NE1/4 Sec 27, T. 33 S., R. 6 W., Willamette Meridian. Timber to be removed is comprised of Merchantable Timber and Other (Biomass) as defined below.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
1,035	521	Douglas-fir	651	\$153.10	\$99,668.10
218	33	White Fir	40	\$70.60	\$2,824.00
6	4	Sugar Pine	5	\$24.10*	\$120.50
1,259	558	<b>Sub Totals</b>	696		\$102,612.60
<b>***Biomass</b>		<b>Species</b>	<b>Est. Tons</b>	<b>Appr. Price Per Ton***</b>	<b>Est. Tons Times Appraised Price</b>
		All Species	125	\$4.73	\$591.25
<b>TOTAL APPRAISED PURCHASE PRICE</b>					<b>\$103,203.85</b>

\*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.

\*\*The purchase of biomass material is optional.

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

**TIMBER AUCTION LOCATION** – – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Avenue Grants Pass, Oregon, at 9 a.m. on Thursday, January 24th, 2019.

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

**CRUISE INFORMATION** – The Douglas-fir under 40 inches DBH 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 and Douglas-fir 40 inches and above DBH 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 non-merchantable are designated for cutting. All of the 696 M bd. ft sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 22.6 inches DBHOB; the average gross merchantable log contains 128 bd. ft.; the total gross volume is approximately 696 M bd. ft; and 82% recovery is expected. (Average DF is 23.6 inches DBHOB; average gross merchantable log DF contains 137 bd. ft.)

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

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

**CUTTING AREA** – One (1) unit containing twenty eight (28) acres of road side hazard tree removal.

**CUTTING TIME** - Contract duration will be twelve (12) months for cutting and removal of timber.

**ACCESS** - Access to the sale area is available via a state and county public road system through the contract area and 9.35 miles of existing BLM roads.

**ROAD MAINTENANCE** - The Purchaser will be required to pay a rockwear fee of \$1,023.12 and maintenance fee of \$5,697.11 for the use of these roads listed in the contract.

**ROAD CONSTRUCTION** – There is no construction or renovation required by the Purchaser.

**SOIL DAMAGE PREVENTION** - 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, temporary route construction, temporary route reconstruction, or temporary route decommissioning in Timber Sale Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, 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.

**EQUIPMENT REQUIREMENTS** – A yoder or 40 foot tower capable of spanning three hundred twenty one (321) feet, with lateral yarding capability of seventy five (75) feet, with one end suspension of logs during inhaul, and capable of multi-span. A yarding tractor will not exceed nine (9) feet in width and must be capable of bull-lining seventy five (75) feet. 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 skid roads. Specialized logging equipment such as a feller buncher or harvester may also be used.

**SLASH DISPOSAL** - Slash disposal within the Commercial Thin harvest units will consist of lop and scatter, pile, cover, burn, and mop-up landing decks as described in SD-5 of the Special Provisions. Lop and scatter areas of high slash concentration within units. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed twenty six and 6/10 (26.6) acres of lop and scatter and one and 4/10 (1.4) acres of pile, cover landing piles.

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

**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. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit F
3. Delivered log lengths shall not exceed 41 feet.

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA** – From Grants Pass, take the Grants Pass Parkway (Hwy 199) to Williams Hwy (238). Travel approximately 12 miles and turn onto Water Gap Rd. Continue 2.5 miles and turn right onto Upper Powell Creek Road (BLM 38-5-15). Travel approximately 9 miles and turn left onto Spencer Creek Rd (BLM 37-6-36). The sale unit is located .25 from the intersection.

**ENVIRONMENTAL ASSESSMENT** - A categorical exclusion DOI-BLM-ORWA-M070-2018-0026-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.

## SPENCER HAZARD TIMBER SALE

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) AR-1 All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) IR-1 Approximately ten (10) Douglas-fir trees marked with a yellow "F" paint in the Harvest Area shown on Exhibit A.
- (C) IR-8 All timber except trees that meet the selection criteria outlined in Exhibit F in the sale unit shown on Exhibit A.
- (D) IR-13 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) IR-14 All pre-existing dead and down logs in the Harvest Area shown on Exhibit A.

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Section 42

(A) LOGGING

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- (2) L-2 Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) L-4 All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) L-10 In the Harvest Area shown on Exhibit A, all trees designated for cutting shall be directionally felled away from streams, green tree retention area, 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.
- (5) L-12 In the Harvest Area shown on Exhibit A, Yarding shall be done in accordance with the yarding requirements or limitations for the designated area listed below.

Designated Area	Yarding Requirements or Limitations
<u>Ground Based Harvest Portion</u>	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)

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	<p>percent slope except on preexisting skids and short steeper pitches.</p> <p>Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(A)(11) of this contract.</p> <p>The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.</p> <p>The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer.</p> <p>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.</p> <p>Cull material skided to the landing may be required to be redistributed back into the unit.</p> <p>Trees shall be limbed prior to yarding</p> <p>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 streams in units.</p> <p>Existing skid roads shall be used when possible. Skid roads shall not exceed a width of twelve (12) feet on average per unit and new skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow, unless the Purchaser proposes an alternate logging plan that limits soil compaction to less than twelve (12) percent, limits soil productivity loss to less than five (5) percent of the harvest unit, and is approved by the Authorized Officer.</p>
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Designated Area	Yarding Requirements or Limitations
<u>Ground Based Harvest Portion</u> <u>Cont.</u>	<p>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.</p> <p>The use of blades while ground based yarding will be limited.</p> <p>If trenches, depressions, or excessive disturbance occurs, the Authorized Officer will suspend operations until a remedy is determined.</p>

Designated Area	Yarding Requirements or Limitations
<u>Cable Yard Portion</u>	<p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor. The cable yarding system shall be capable of yarding eight hundred seventy six (876) feet slope distance.</p> <p>Full suspension is required over the perennial stream as shown on Exhibit A.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy five (75) feet.</p> <p>Yarding corridors will be perpendicular to the contours and located outside of all buffers shown on Exhibit A.</p> <p>Prior to falling any timber in the unit, all tail/lift trees and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer.</p> <p>Yarding corridor widths shall be approximately 12 feet in width not exceed 15 feet in width.</p> <p>Existing cable corridors shall be used whenever possible.</p> <p>Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds.</p>

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	<p>Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads within unit boundaries where possible, and shall be approved by the Authorized Officer.</p> <p>Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.</p> <p>Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.</p> <p>Cull material yarded to the landing may be required to be redistributed back into the unit.</p> <p>Trees shall be limbed prior to yarding</p>
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- (6) L-14 No falling, yarding or loading is permitted in or through the Reserve Area or green tree retention area as shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- (7) L-19 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.
- (8) L-19 No haul shall be conducted in the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads



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

- (9) L-24 Before cutting and removing any trees necessary to facilitate logging in the Harvest Area shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
- (a) All skid 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 contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Contracting Officer, the width of each skid road, and/or 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.

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- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
  - (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
  - (f) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint, and/or applying orange 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.
- (10) L-33 Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties in the Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder

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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) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) R-2: The Purchaser is authorized to use the roads listed below and shown on Exhibit 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)(2). 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
38-5-15.0(A-I)	6.90	BLM	BST	BLM
38-5-15.0(J)	1.50	BLM	ASC	BLM
37-6-36.0(H-I)	0.95	BLM	ASC	BLM
<b>Total</b>	<b>9.35</b>			

- (2) R-2b: The Purchaser shall pay the Government a road rockwear fee of **one thousand twenty three and 12/100 dollars (\$1,023.12)** and a maintenance fee of **five thousand six hundred ninety seven and 11/100 dollars (\$5,697.11)** 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 0.84 miles of BLM road or

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less. The total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), therefore the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.

- (3) R-3c: The Purchaser agrees that if they elect to use any other private roads, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (4) R-4: The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicle.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner.

The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

- (5) R-5: **Tracked type equipment shall not be allowed to cross over concrete**

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**bridge decks, other concrete surfaced structures, or asphalt surfaced roads without the proper protection of that surface.** Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

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

(C) ENVIRONMENTAL PROTECTION

(1) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:

- (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
- (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
- (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
- (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
- (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.

(2) E-1 In addition to the 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

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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:

Grasses: *Achnatherum lemmonii*, *Bromus carinatus*, *Brumus vulgaris*, *Elymus glaucus*, *Festuca californica*, *Festuca roemerii*, *Koeleria macrantha*, *Poa secunda*, *Vulpia microstachys*  
Forbs: *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 seed	20 to 25 lbs/acre (cumulative, all species)
Forb seed	0.5 to 2 lbs/acre (cumulative, all species)
Straw mulch	1000 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:

<u>Test</u>	<u>Grasses (%)</u>	<u>Forbs (%)</u>
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

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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) E-1 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) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (5) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.

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- (6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not resume hauling on natural surface or rocked roads with insufficient rock depth for 48 hours following any storm event that results in ½ inch or more precipitation within a 24 hour period and until road surface is sufficiently dry to prevent sediment transport to nearby streams.
- (7) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing landings, skid tails, cable-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.
- (8) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize temporary routes, landings, 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. Water bar spacing on skid trails shall be constructed using the guidelines below:

Gradient (Percent)	Water Bar Spacing*
	High Erosion Risk (Feet)
2-5%	200
6-10%	150
11-15%	100
16-20%	75
21+%	50

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

- (9) 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



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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.
- (10) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.
- (11) E-1 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.
- (12) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit W which is attached hereto and made a part hereof.
- (13) 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;

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- (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.

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

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

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

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

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contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

(D) MISCELLANEOUS PROVISIONS

- (1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by five hundred twenty two dollars (\$522.00). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of five hundred twenty two dollars (\$522.00) which is equal to the percentage of timber sold which was actually scaled by the Government. For

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purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(E) FIRE PREVENTION

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

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(3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

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

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independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.

6. F-2f Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.

7. F-2g A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Authorized Officer and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Authorized Officer.

- (c) F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

- (3) F-9 During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

(F) SLASH DISPOSAL

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

- (a) SD-1a LOP AND SCATTER Lop and scatter all slash in the harvest unit as shown on Exhibit S. All top and side branches must be free of the central stem so that such stem is reduced to the extent that it is within

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eighteen (18) inches of the ground at all points. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract. Lop and scatter shall be completed in accordance with Exhibit S as directed by the Authorized Officer.

1. All slash shall be arranged in a discontinuous pattern across the forest floor.
2. All slash shall be loped to no more than eight (8) feet in length.

- (b) SD-1f 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) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop up



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assistance as required herein, and measures required in Sections 42(F)(1)(SD-1) and 42(F)(3)(SD-4). In accordance with written instruction to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at his own expense, the services of personnel and equipment on each unit as shown below.

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

(a) For Igniting and Burning 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.

(b) 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.

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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™ 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

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prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:

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

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

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) SD-5 The Purchaser shall perform logging residue reduction and site preparation work on approximately twenty-eight (28) 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.

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Treatment	Cost/Acre
Lop and Scatter	\$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:

Appraised Treatment	Acres	Cost/Acre	Total Cost Per Treatment
Lop and Scatter	26	\$42.00	\$1,117.20
Machine Pile Landing Decks (hr)	6 hr	\$100 /hr	\$600.00
Cover/ Burn/ Mop-up Decks	1.4	\$56.00	\$78.40
<b>Total Appraised Cost</b>			<b>\$1,795.60</b>

- (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 one thousand seven hundred ninety five and 60/100's (\$1,795.60), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(F)(4)(SD-5)(a).
- (d) Lop and Scatter shall be done in accordance with Section 42(F)(1)(a)(SD-1a), Machine Pile Cover Landing Decks shall be done in accordance with Section 42(F)(1)(b)(SD-1f), Burn and Mop-up Landing Piles shall be in accordance with 42(F)(2)(SD-2)(a&b).

(G) LOG EXPORTS

- (1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported

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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 (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three quarters (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

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

SPENCER HAZARD  
SPECIAL PROVISIONS

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.

## Spencer Hazard T.S. Seasonal Restriction Matrix ORM07-TS-19-06

	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

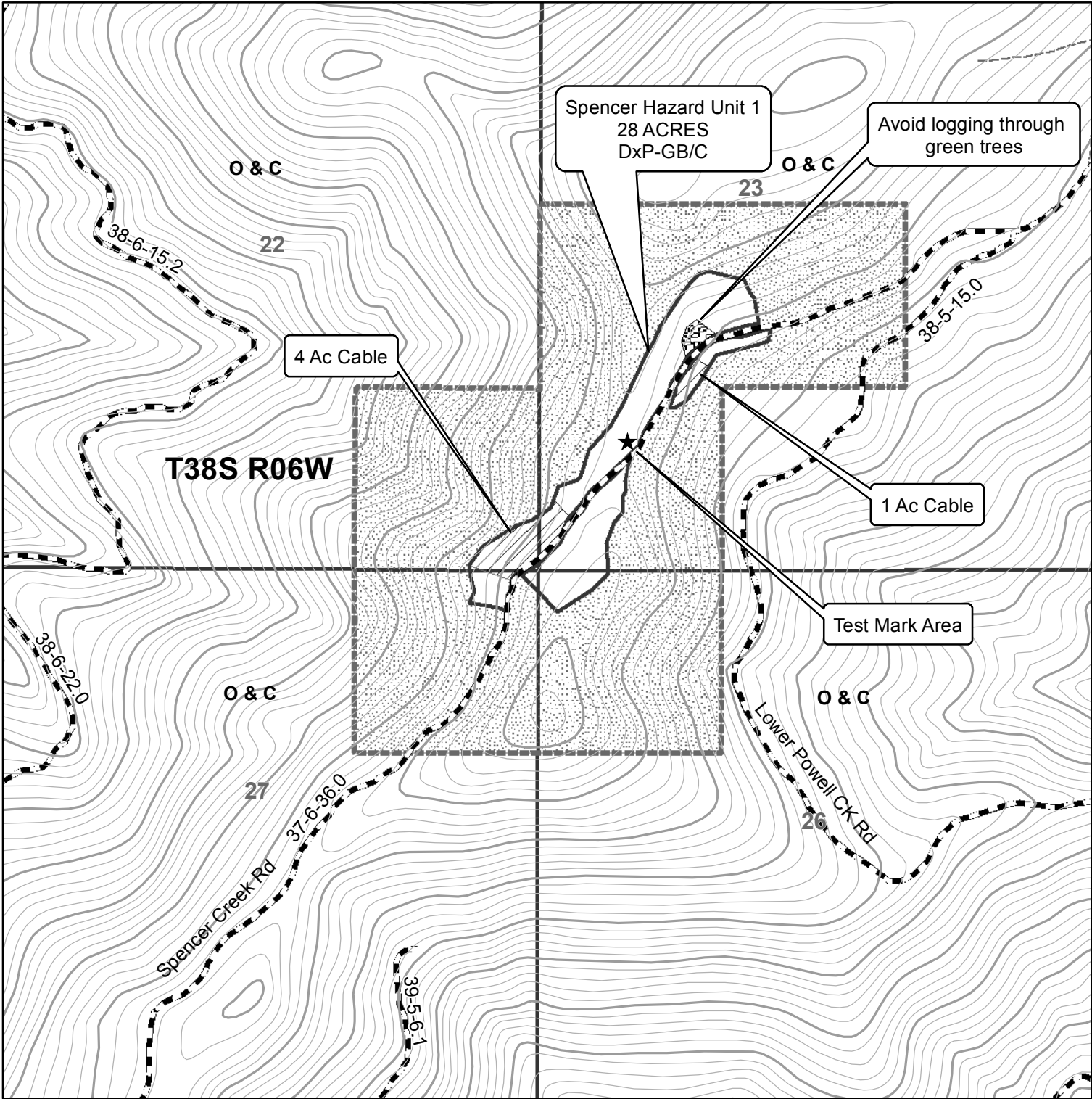
Dry Condition Haul = Loading, hauling, and certain non-emergency road maintenance activities (including blading of aggregate roads, rocking, and cross drain installation) would not occur on hydrologically-connected rocky or natural surface roads when water is flowing in the ditches or during any conditions that would result in any of the following: surface displacement such as rutting or ripples; 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 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 natural surface or hydrologically-connected rocky 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 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 ripples and ruts along equipment tracks. These conditions are generally found when soil moisture at a depth of 4-10 inches is between 15-25% depending on soil type.

Sale Area	Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		1	15	1	15	1	15	1	15	1	15	1	15
<u>Ground-based &amp; Cable Yard harvesting in Spencer Hazard Unit</u>	Manual Felling and Bucking*												
	Ground-based Harvesting & Yarding												
	Cable Yarding*												
	Loading and Hauling												
	All Rehabilitation Activities & Road Maintenance**												







0 375 750 1,500 2,250 3,000 Feet

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

















Map created 9/27/18 LLS

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








## Legend

	Cable Yard		Perennial Stream
	Ground Based Harvest and Yard		Intermittent Stream
★	Test Mark Area		Index 200-ft contour
	Avoid Green Tree Area		Intermediate 40-ft contour
	Contract Area Boundary		Township and Range
	Reserve Area		Sections
	Rocked Road		Bureau of Land Management
	Natural Surface Road		Other
	County route		

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

## SUMMARY

	TOTAL TIMBER SALE UNIT AREA	28 ACRES
	RESERVE AREA	212 ACRES
	TOTAL CONTRACT AREA	240 ACRES





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

**Timber Appraisal**

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<b>Sale Name:</b> Spencer Hazard	<b>Sale Date:</b> Thursday, January 24, 2019
<b>BLM District:</b> Medford DO	<b>Unit of Measure:</b> 16' MBF
<b>Contract #:</b> ORM07-TS-2019.0006	<b>Contract Term:</b> 12 months
<b>Sale Type:</b> Advertised	<b>Contract Mechanism:</b> 5450-4
	Sale of Timber - Scale Sale

---

**Content**

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

**Prepared By:** Caulfield, David J - 10/16/2018

**Approved By:** Caulfield, David J - 12/10/2018

## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Josephine	33S	6W	22	SE1/4SE1/4	Willamette
O&C	Josephine	33S	6W	23	N1/2SE1/4, SW1/4SW1/4	Willamette
O&C	Josephine	33S	6W	26	NW1/4NW1/4	Willamette
O&C	Josephine	33S	6W	27	NE1/4NE1/4	Willamette

## Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	651.0	763.0	792.0	5,586	304	1,035
White Fir	40.0	44.0	46.0	737	48	218
Sugar Pine	5.0	6.0	6.0	29	5	6
<b>Totals</b>	<b>696.0</b>	<b>813.0</b>	<b>844.0</b>	<b>6,352</b>	<b>357</b>	<b>1,259</b>

## Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	28.0	0.0	28.0	24.9

**Logging Costs**

Stump to Truck	\$100,144.27
Transportation	\$42,105.27
Road Construction	\$0.00
Maintenance/Rockwear	\$6,720.23
Road Use	\$0.00
Other Allowances	\$4,832.42
<b>Total:</b>	<b>\$153,802.19</b>
<b>Total Logging Cost per MBF:</b>	<b>\$220.98</b>

**Utilization Centers**

Location	Distance	% of Net Volume
White City	46.1 miles	100 %

**Profit & Risk**

Profit	9 %
Risk	3 %
<b>Total Profit &amp; Risk</b>	<b>12 %</b>

**Tract Features**

<b>Quadratic Mean DBH</b>	22.6 in
<b>Average GM Log</b>	128 bf
<b>Average Volume per Acre</b>	24.9 mbf
<b>Recovery</b>	83 %
<b><u>Net MBF volume:</u></b>	
<b>Green</b>	0.0 mbf
<b>Salvage</b>	696 mbf
<b>Export</b>	0 mbf
<b><u>Ground Base Logging:</u></b>	
<b>Percent of Sale Volume</b>	82 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft
<b><u>Cable Logging:</u></b>	
<b>Percent of Sale Volume</b>	18 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft
<b><u>Aerial Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft

**Cruise**

<b>Cruise Completed</b>	September 2018
<b>Cruised By</b>	Caulfield, Cannon
<b>Cruise Method</b>	
3P Douglas fir less than 40" DBH, 100% Douglas fir over 40"DBH. 100% all other species.	

## Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	1,035	651.0	\$424.08	\$50.89	\$220.98	\$0.88	\$153.10	\$99,668.10
White Fir	218	40.0	\$331.31	\$39.76	\$220.98	\$0.00	\$70.60	\$2,824.00
Sugar Pine	6	5.0	\$240.80	\$28.90	\$220.98	\$0.00	\$24.10 *	\$120.50
<b>Totals</b>	<b>1,259</b>	<b>696.0</b>						<b>\$102,612.60</b>

\* 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				78.0 %	22.0 %		

**Comments:** Prices reduced \$100/mbf because of burnt timber.

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
White Fir				49.0 %	48.0 %	3.0 %	

**Comments:** Prices reduced \$100/mbf because of burnt timber.

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Sugar Pine				87.0 %	13.0 %		

**Comments:** Salvage pine pricing.

## Marginal Log Volume By Grade

Species	Utility Cull	Peeler Cull
Douglas Fir	0	3



Unit: 1

Net Volume/Acre: 24.9 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	651.0	763.0	792.0	1,035
White Fir	40.0	44.0	46.0	218
Sugar Pine	5.0	6.0	6.0	6
Totals:	696.0	813.0	844.0	1,259

Regeneration Harvest	0.0
Partial Cut	28.0
Right of Way	0.0
Total Acres:	28.0

Total Stump To Truck	Net Volume	\$/MBF
\$100,144.27	696.0	\$143.89

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	145.0	\$120.65	\$17,494.25	
Track Skidder	GM MBF	668.0	\$114.44	\$76,445.92	
<b>Subtotal</b>				<b>\$93,940.17</b>	

**Additional Costs**

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Hand Falling Oversized Trees	MBF	100.0	\$20.00	\$2,000.00	2 Fallers 2 Days to Fall Oversized Trees in Tractor Portion
Directional Falling	MBF	15.0	\$6.94	\$104.10	Directional Falling 10% of Calble Gross Volume
<b>Subtotal</b>				<b>\$2,104.10</b>	

**Additional Moves**

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Tractor Side	Total	1.0	\$2,236.00	\$2,236.00	Move in 1 loader, 1 Feller Buncher, 1 Processor, 2 Skidders
Cable Side	Total	1.0	\$1,864.00	\$1,864.00	Move in 1 Yarder, 1 Loader, 1 Processor, 1 Dozer
<b>Subtotal</b>				<b>\$4,100.00</b>	

**Comments:**

See logging plan for yarding details.

Total	Net Volume	\$/MBF
\$42,105.27	696.0	\$60.50

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City	46.1	All Species	GM MBF	813.0	\$51.79	\$42,105.27	100 %

**Engineering Allowances**

Total	Net Volume	\$/MBF
\$6,720.23	696.0	\$9.66

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$6,720.23
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$4,832.42	696.0	\$6.94

**Environmental Protection**

Cost item	Total Cost
Equipment Washing	\$432.00
Barricade Skids	\$37.50
Seeding and Mulching	\$662.40
<b>Subtotal</b>	<b>\$1,131.90</b>

**Logging**

Cost item	Total Cost
Skid Location	\$72.92
Waterbar skids	\$1,200.00
Landing Construction	\$600.00
<b>Subtotal</b>	<b>\$1,872.92</b>

**Road Construction, Maintenance, Use, & Decommissioning**

Cost item	Total Cost
Stream and Culvert Cleaning	\$32.00
<b>Subtotal</b>	<b>\$32.00</b>

**Slash Disposal & Site Prep**

Cost item	Total Cost
Lop and Scatter	\$1,117.20
Cover/Burn/Mop-up Landing Decks	\$78.40
Machine Pile Landing Decks	\$600.00
<b>Subtotal</b>	<b>\$1,795.60</b>

**Comments:**

Machine Pile Landing Decks includes landing clean-up.

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

<b>Contract No.:</b> ORM07-TS19-06
<b>Sale Name:</b> Spencer Hazard
<b>Issuing Office:</b> Medford District

**EXHIBIT B  
SCALE SALE**

**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

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

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	
White Fir	MBF	
Sugar Pine	MBF	

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

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

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

**IV. Scaling**

**A. Log Rule and Measurement** - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

B. **Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.

2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

C. **Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

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

E. **Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

F. **Check Scale** - The Government will conduct check scales as set forth in the following section.

Normally a check scale includes at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards will be used to determine the proficiency of individual scalers.

Gross Scale. A variance of one percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

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

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by

the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

#### **G. Accountability**

1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42(A)(1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 42 (B) of the contract).
4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

**H. Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have

been scaled in that month, value will be determined from the closest month in which loads were scaled.

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

**A. Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

**B. Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1	28	24.9	696		
Sale Total	28		696		



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

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Truck Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
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2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

## **SELECTION CRITERIA-DESIGNATION BY PRESCRIPTION EXHIBIT F**

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are to be retained and which trees are to be cut and removed. Consider safety in determining whether a fire-killed or fire-injured snag should remain standing. The operator will have flexibility and responsibility to remove any snag or tree deemed unsafe for workers on site.

The Purchaser shall leave all boundary trees marked with orange paint and/or poster tags. Within harvest units, the Purchaser shall also leave live hardwoods and live green conifers with a low probability of mortality as defined in Table 1 of this Exhibit.

Before cutting and removing any trees necessary to facilitate logging in all Harvest Units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal.

## **MARKING GUIDELINES FOR FIRE-INJURED TREES**

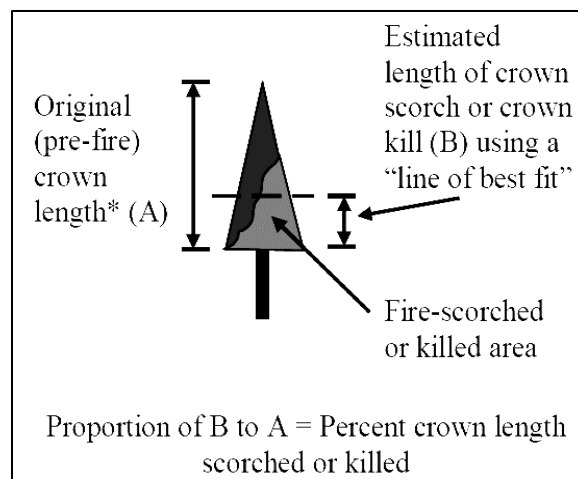
The model for fire mortality trees utilizes the methods and procedures detailed in USFS Marking Guidelines for Fire-Injured Trees in California (Smith & Cluck, 2011), this document may be used as supplemental information by the Purchaser if needed. The method uses percent crown killed only or in combination with other guiding variables, such DBH and/or the presence of absence of bark beetle activity, to determine mortality probability. Percent crown kill is a measure of the proportion of foliage that includes any brown needles, as well as any areas that have blackened fine branches relative to the entire amount of foliage that was present before the burn. Lower branches that are presumed to have died before the fire should not be included when determining crown kill. Using the probability of mortality, this model also offers flexibility to accommodate BLM management goals and objectives for salvage operations.

A probability of mortality (Pm) of 60% or greater has been selected as the target for removal (Table and Figure 1) based on the following project objectives:

- Keep roads clear of hazard trees and debris
- Improve worker safety involved in reforestation and subsequent maintenance of the site
- Retain those trees that have a moderate to high probability of survival for satisfying other resource needs

**Table and Figure 1. Crown scorch levels for 60% predicted mortality**

<b>Pm=0.6 level</b>	<b>Douglas-fir</b>	
	<b>DBH</b>	<b>Percent Crown Volume Killed</b>
	4-40"	70
	<b>Ponderosa pine</b>	
	<b>DBH</b>	<b>Percent Crown Length Killed</b>
	10-29"	55
	30-40"	30
	41-50"	15
	<b>Incense cedar</b>	
	<b>DBH</b>	<b>Percent Crown Length Killed</b>
	10-60"	85
	<b>Sugar pine</b>	
	<b>DBH</b>	<b>Percent Crown Length Killed</b>
	10-60"	55
	<b>White Fir</b>	
	10-35"	80
	>35-60"	65



**Retain trees that meet the following criteria:**

1. Conifers with a less than 60% probability of mortality (see above Table and Figure 1).  
Examples of trees with a low probability of mortality are marked with an orange band at DBH in the test mark area as shown on Exhibit A.
2. Live hardwoods > 8 inches DBH
3. Orange marked trees including boundary trees
4. Snags with prominent structural complexity such as broken or forked tops and large limbs that provide wildlife habitat benefit should be left when there is no immediate safety risk. Examples are marked with an orange "W" in the test mark area as shown on Exhibit A.
5. Cull material and existing Down Woody Material (DWM) should be left in place to the extent possible.

## **DEFINITIONS**

Conifer: An evergreen tree that produces cones, needle-shaped leaves, and wood known commercially as “softwood”.

DBH: Diameter of the tree at breast height, measured at four point five feet (4.5') above the ground level from the uphill side of the tree.

Down Woody Material (DWM): Logs lying on the forest floor that include merchantable and non-merchantable material in all decay classes.

Fire-Killed Tree: A standing or fallen conifer tree with 100% of the crown scorched showing brown needles or the crown is black with no needles.

Fire-Injured Tree: A conifer tree exhibiting crown scorch while still retaining green needles. Some fire-injured trees may die within the next 4 years (Appendix 1).

Fire-Injured Trees with a High Probability of Mortality: Standing trees that meet the description of fire-killed or fire-injured trees with a high probability of mortality defined in Table and Figure 1.

Hardwood: A live green broad-leaved tree which usually has a single well-defined trunk, exhibits > 30% live crown ratio and is capable of attaining a height greater than 20 feet. These include, but are not limited to alder, chinquapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

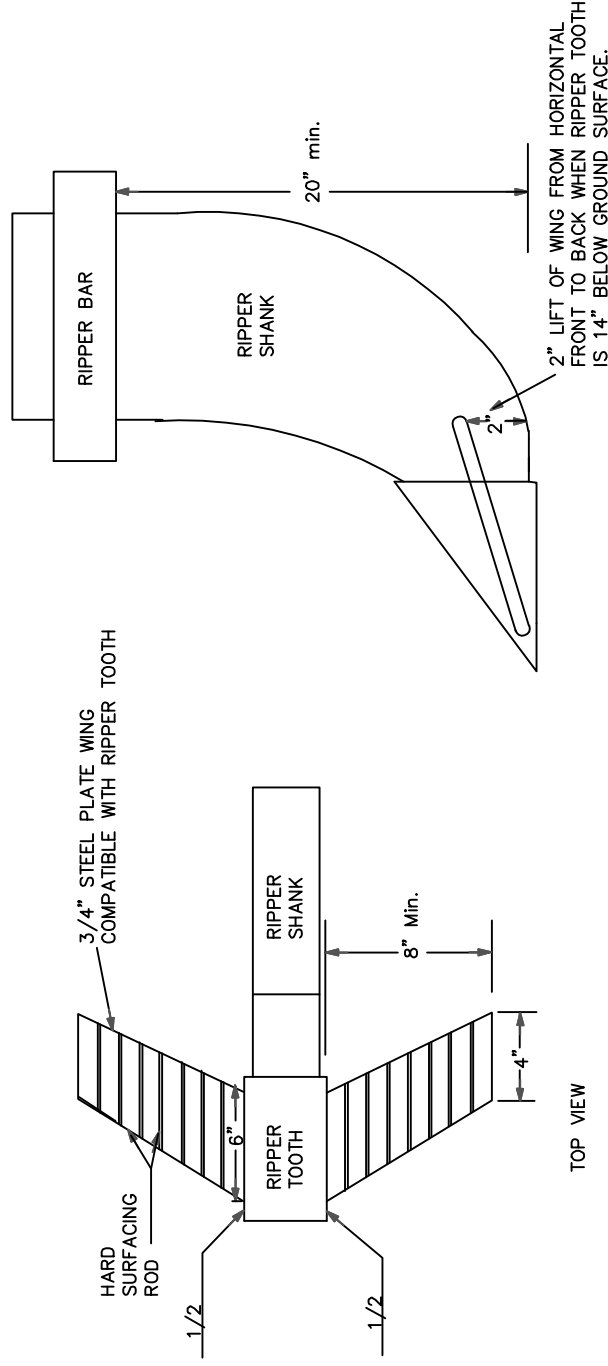
Leave tree: Live green tree to be retained within the specifications of this prescription. These include live green conifers and large hardwoods, as well as fire-injured trees with a low probability of mortality as designated in Table and Figure 1.

Percent crown scorch: A measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be obvious to the naked eye as yellowish brown or red needles).

Snag: 1. A dead or dying tree with physical characteristics exhibiting varying rates of decomposition (Appendix 4, Table 4-3). 2. Standing dead conifer or hardwood tree species (with a well-defined single main stem or trunk) from which the top has died or from which the leaves and most of the branches have fallen. 3. The remaining standing section of a tree whose crown has broken away from the stem. 4. Conifer trees that exhibit a high probability of mortality within the next 4 years (Table and Figure 1).

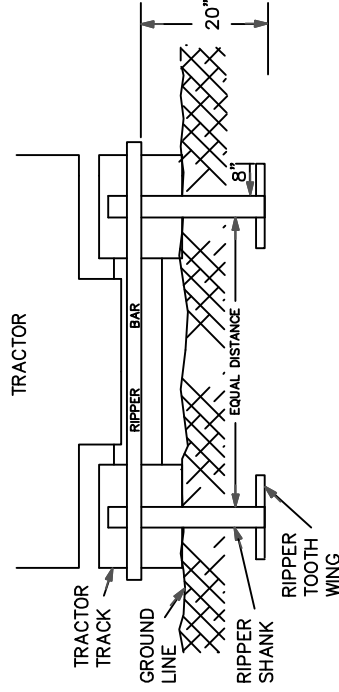
# EXHIBIT R

## SHEET 1 OF 1



SIDE VIEW

TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

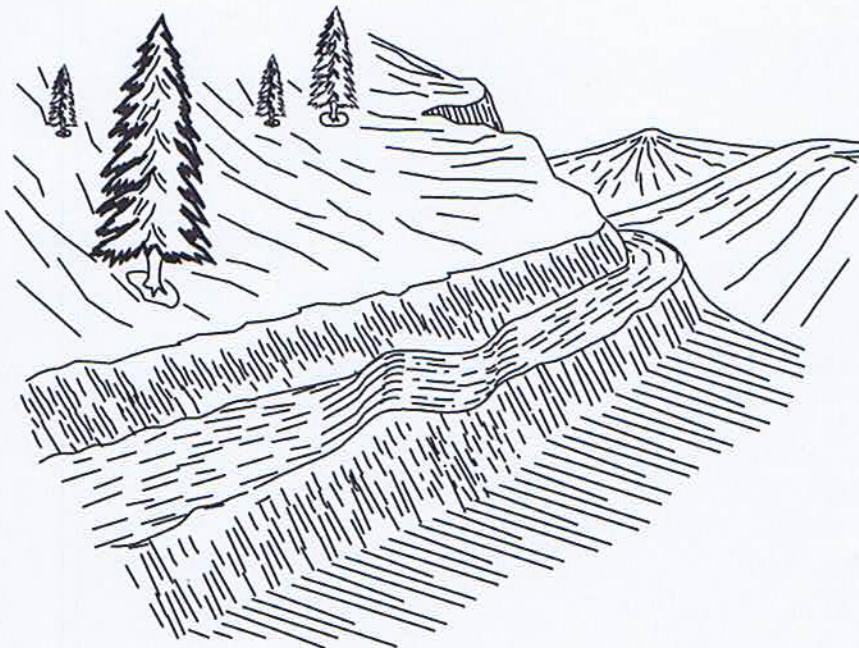
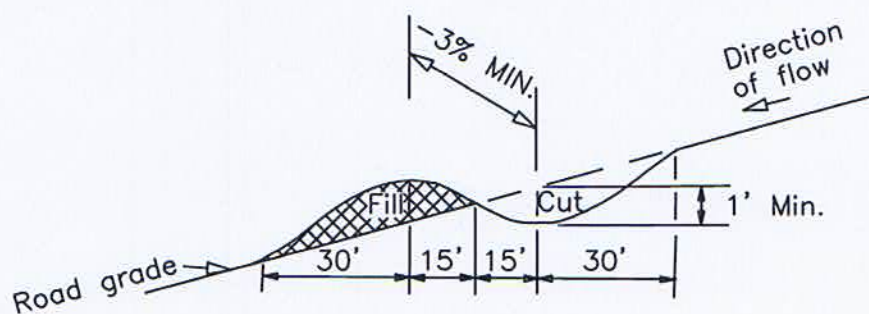
1. USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
2. WELD THAT ATTACHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
3. RIPPER SHANKS AND RIPPER TEETH MAY BE NEW OR USED.
4. WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED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

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

## WING RIPPER DETAIL

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



WATER BAR

1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES.
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Sale: Spencer Salvage  
Sale Date: 11/2018  
Prep. By : EFreeman  
Tract No: TS-19-06

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization:           \$0.00/696 MBF = \$0.00/MBF

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Road Maintenance Obligation:

(2.1) BLM Maintenance . . . . .	\$5,697.11
(2.2) BLM Rockwear . . . . .	\$1,023.12
(5.1) Purchaser Maintenance Rockwear . . . . .	<u>\$0.00</u>
Total Rockwear Payable to BLM . . . . .	\$1,023.12
(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)	<u>\$6,720.23</u>

Purchaser Maintenance Allowances:

(5.2A) Move In . . . . .	\$0.00
(5.2B) Culverts, Catch Basins, Downspouts . . . . .	\$0.00
(5.2C) Grading, Ditching . . . . .	\$0.00
(5.2D) Slide Removal and Slump Repair . . . . .	\$0.00
(5.2E) Dust Palliative (Water) . . . . .	\$0.00
(5.2F) Surface Repair (Aggregate) . . . . .	\$0.00
(5.2G) Other . . . . .	\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)	<u>\$0.00</u>

(2.1-5.2G) Cost ( \$6,720.23 +       \$0.00 ) = \$6,720.23  
Cost/MBF \$6,720.23 / 696 MBF = \$9.66/MBF       \$9.66/MBF

(5.2H) Decommissioning . . . . .       \$0.00

(5.2H)       Cost/MBF       \$0.00/696 MBF =       \$0.00/MBF

(2.1-5.2H) Cost ( \$6,720.23 + \$0.00 + \$0.00 ) = \$6,720.23

Total Cost/MBF (Excluding Road Use)   \$6,720.23/696 MBF =       \$9.66/MBF

**1) Road Use Fees - Amortization**

Details

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

Subtotal by agreement number

(1.1) Subtotal \$0.00

**2) BLM Maintenance - Timber Haul**

MAINTENANCE (2.1)					ROCKWEAR (2.2)			
Road Number	A Surf	Maint	Vol					
and Segment	N Type	Mi	x Fee x	MBF =	Maint	Fee x	MBF =	Rkwear
38-5-15.0(A-I)	A BST	6.90	0.92	696	\$4,418.21	0.00	696	\$0.00
38-5-15.0(J)	A ASC	1.50	0.75	696	\$783.00	0.60	696	\$626.40
37-6-36.0(H-I)	A ASC	0.95	0.75	696	\$495.90	0.60	696	\$396.72

(2.1) Subtotal \$5,697.11

(2.2) Subtotal \$1,023.12

**3) Third Party Maintenance and Rockwear**

MAINTENANCE (3.1)					ROCKWEAR (3.2)		
Agmmt	Surface	Road					
Number	Type	Number	Mi	x Fee x	MBF =	Maint	Fee x MBF = Rkwear

Subtotal of maintenance fees by agreement number:

Subtotal of rockwear fees by agreement number:

(3.1) Subtotal \$0.00

(3.2) Subtotal \$0.00

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

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

(4.1) Subtotal \$0.00

**5) Purchaser Maintenance - Rock Wear**

TIMBER HAUL (5.1)

Road No	A	RkWear	Vol	Total
and Segment	N	Mi	x Fee x	MBF = RkWear

(5.1) Subtotal \$0.00

**Purchaser Operational Maintenance**

**Move In**

Equipment	No	Move	Cost/	Dist	Sub-
	Units	x in x	50 Mi x	Factor =	total
Motor Grader:			\$410.00	0.63	\$0.00
Back Hoe:			\$305.00	0.63	\$0.00
Loader:			\$410.00	0.63	\$0.00
Water Truck:			\$95.00	0.63	\$0.00
Dump Truck:			\$89.00	0.63	\$0.00
Excavator:			\$410.00	0.63	\$0.00
Roller:			\$410.00	0.63	\$0.00

(5.2A) Total \$0.00

## Culvert Maintenance - Including Catch basins and Downpipes

Miles	x	Cost/Mi	=	Subtotal
		\$365.82		\$0.00

(5.2B) Total \$0.00

### Grading (Includes Ditches and Shoulders)

Miles	x	Cost/Mi	x Freq	= Subtotal		
Blade w/	Ditch:	0.00	\$694.50	0		\$0.00
Blade w/o	Ditch:	0.00	\$428.91	0		\$0.00

(5.2C) Total \$0.00

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

Type	No Slides	Hours	Equip		
Equipment	/Slumps	x	Each x	Cost	= Subtotal
Grader:	0		0	\$140.96	\$0.00
Loader:	0		0	\$101.17	\$0.00
Backhoe:	0		0	\$85.84	\$0.00

(5.2D) Total \$0.00

## Dust Palliative (Water)

## Spreading Hours

	No	Freq	Truck						
	Miles	/ MPH	= Hours	x	Days	x	/Day	=	Hours
	0.00	0			0		0		0
Load & Haul =			0.0		0		0		0
Total Hours =			0						

Truck Cost: \$78.81/Hr. x 0.0 Hours = \$0.00

(5.2E) Total \$0.00

### Surface Repair (Aggregate)

Production Cost:	0.0 CY x \$0.00/CY	=	\$0.00
Haul to Stockpile:	0.0 CY x (( \$1.75/CY x 0.00 Mi) + \$0.58)	=	\$0.00
Stockpile:	0.0 CY x \$1.07/CY	=	\$0.00
Load from Stockpile:	0.0 CY x \$1.05/CY	=	\$0.00
Haul from Stockpile:	0.0 CY x (( \$1.75/CY x 0.00 Mi) + \$0.58)	=	\$0.00
Process with Grader:	0.0 CY x \$0.88/CY	=	\$0.00
Compaction:	0.0 CY x \$1.08/CY	=	\$0.00

(5.2F) Total \$0.00

Other

[illegible]

(5.2G) Total \$0.00

**Decommissioning**

(5.2H) Decommissioning Total \$0.00

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

LUMP SUM SALE

Name of Bidder
Tract Number ORM07-TS-2019.0006 .
Sale Name Spencer Hazard
Sale Notice (dated) 01/24/2019
BLM District Medford

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

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

Required bid deposited is \$ **10,300.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft  
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury  
☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

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

					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	651	X	=\$	X	=
White Fir	MBF	40	X \$70.60	=\$ 2,824.00	X \$ 70.60	= \$2,824.00
Sugar Pine	MBF	5	X \$24.10	=\$ 120.50	X \$24.10	= \$120.50
<b>Total</b>		<b>696</b>	X	=\$	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

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

## NOTICE

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

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

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

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

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

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **PERFORMANCE BOND** –

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

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

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

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

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

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

\*Applies to Timber Only

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

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

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

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

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