

****REVISED****
P R O S P E C T U S

REOFFER

SCALE SALE

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05-TS-2019-0010
May 16, 2019 (NM)

4 RAMSEY CANYON SALVAGE (5900) Jackson County, O&C BID DEPOSIT REQUIRED: \$ 3,100.00

All timber designated for cutting in SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec.19, T.34S., R.2W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
1,576	314.0	Douglas-fir	398.0	\$70.00	\$27,860.00
186	64.0	Ponderosa Pine	80.0	\$23.70**	\$1,896.00
85	34.0	Sugar Pine	44.0	\$22.90**	\$1,007.60
1,847	412.0	Totals	522.0		\$30,763.60

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

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

CRUISE INFORMATION PMCTRE Variable Plot cruise using 40 BAF. Installed 112 plots across all unit (2 per acre). Roadside Individual Tree Mark was 100% cruised. Trees <12" were not cruised. Form Class DF 76 PP 80 SP 78 were used in volume equation.

With respect to merchantable DF trees: the average tree is 18.6 inches DBHOB; the average gross merchantable log contains 101 bd. ft.; the total gross volume is approximately 501 M bd. Ft. and 80% recovery is expected.

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

LOG EXPORT AND SUBSTITUTION RESTRICTIONS 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 use as a substitute for exported private timber.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs. 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.

CUTTING AREA Four (4) units containing forty-nine and five tenths (49.5) acres must be salvaged.

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

ACCESS - Access to the sale area is available via public roads and through the contract area using BLM Roads.

ROAD MAINTENANCE – The Purchaser will not be required to maintain any existing BLM roads. The BLM will maintain approximately 3.04 miles of existing BLM roads.

ROAD CONSTRUCTION – The Purchaser will not be required to construct any temporary or permanent roads.

SOIL DAMAGE PREVENTION: Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

EQUIPMENT REQUIREMENTS:

1. A yarding tractor not greater than 9 feet in track width equipped with an integral arch and winch system capable of lining logs at least 75 feet.
2. A skyline yarder capable of one end suspension of logs during in-haul and with a minimum lateral yarding capability of 75 feet while maintaining a fixed position of the carriage during lateral in-haul.

SLASH DISPOSAL Perform logging residue reduction work on approximately thirty (30) acres of harvest area as directed by the Authorized Officer.

CONTRACT TERMINATION A revised 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:

1. Comply with the Endangered Species Act, or;
 2. Comply with a court order, or;
 3. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.
- This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER

- 1.No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2.This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser's Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract.
3. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (See Sec. 29 of contract).
4. Directional falling is required.
5. There are daily and seasonal restrictions in place on this sale.
6. Trees removed for salvage may be whole tree yarded or cut into log segments and may be yarded with or without tops attached. If excessive stand damage occurs from whole tree yarding as determined by the authorized officer, bucking and/or limbing will be required. (see section 42 Special Provisions).
7. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
8. Dust abatement is required.
9. There are landing slash and pile placement requirements in place for this sale (see SD-1 landing piles in the contract)
10. Purchaser should be aware there are logging residue reduction costs assessed under SD-4. Refer to the appraisal for total assessed costs of logging residue reduction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

From the town of Medford, Proceed north on Table Rock Rd and travel approximately 11 miles. Turn right on OR-234 E for 0.6 mi. Turn left onto Meadows Rd and travel approximately 7.6 miles. Turn left on Ramsey Rd and travel approximately 1.1 miles. Turn right onto BLM road 34-2W-29. In approximately 0.1 mi stay right on BLM road 34-2W-29. Travel approximately 1.2 miles and you will enter the Contract Area as shown on Exhibit A.

CATEGORICAL EXCLUSION Categorical exclusion DOI-BLM-ORWA-M050-2019-0005-CX was prepared for this sale, and a Finding of No Significant Impact has been documented for each environmental assessment. These documents are available for inspection as background for this sale at the Medford District Office.

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

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-2 All timber except approximately thirty (30) trees marked for cutting heretofore by the Government with blue paint above and below stump height identified as Individual Tree Mark as shown on Exhibit A.
- (C) IR-6 All hardwood trees in all units. If such trees need to be cut for safety or operational reasons, retain cut trees in the stand. (USDI 2016c, p. 68)
- (D) IR-8 All timber except trees that meet the selection criteria outlined in the Designation by Prescription Marking Guidelines (Exhibit F) in all sale units shown on Exhibit A.
- (E) IR-13 All non-hazardous snags determined to be cull in all units as shown on Exhibit A.
- (F) IR-14 All pre-existing dead and down logs in the Harvest Area shown on Exhibit A.

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Section 42

(A) LOG EXPORT

- (1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (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. 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.

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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.

The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

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. 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.

Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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

(B) LOGGING

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized

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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 units shown on Exhibit A, all trees designated for cutting shall be directionally felled away from streams, unit boundaries and resource buffers. Use of jacks, wedges, and/or tree pulling with cables or lines shall be employed when necessary to meet this requirement.
- (5) L-12 In the units shown on Exhibit A, yarding shall be done in accordance with the yarding requirements or limitations for the designated area listed below.

Designated Area	Yarding Requirements or Limitations
Ground Based Units 19-3 and 19-1A	Mechanized harvesting operations are optional. All ground-based harvest units may be manually felled. Non specialized mechanized ground based equipment must operate on slopes generally less than thirty-five (35) percent slope except on preexisting skids and short steeper pitches. Mechanized felling equipment must stay on designated skid trails

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Designated Area	Yarding Requirements or Limitations
<p>Ground Based Units 19-3 and 19-1A Continued</p>	<p>Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(A)(8)(L-19) 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>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 skidded to the landing may be required to be redistributed back into the unit.</p> <p>Prior to October 15th, block, rehabilitate and apply erosion control measures to skid trails and landings that are hydrologically connected to steams.</p> <p>Existing skid roads shall be used when possible. Skid trails shall be pre-designated and approved by the Authorized Officer prior to use.</p> <p>Avoid locating skid roads travelling up or down dry draws.</p> <p>Designate skid trails in locations that prevent water channeling into waterbodies, floodplains, wetlands, or unstable areas. No skid trails shall be located within or cross stream channels.</p> <p>The use of blades while ground based yarding will be limited.</p>

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Designated Area	Yarding Requirements or Limitations
Ground Based Units 19-3 and 19-1A Continued	<p>If trenches, depressions, or excessive disturbance occurs, the Authorized Officer will suspend operations until a remedy is determined.</p> <p>Skid roads shall not exceed a width of fourteen (14) feet on average per unit and new skid roads shall be placed at least one hundred (100) feet apart where topography will allow, unless the Purchaser proposes an alternate logging plan that limits soil compaction to less than fifteen (15) percent, limits soil productivity loss to less than five (5) percent of the harvest unit, and is approved by the Authorized Officer.</p> <p>Landing size shall not exceed one-half (½) acre, shall be located along existing roads temporary routes, and/or cable-tractor swing routes within unit boundaries where possible, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.</p> <p>Maintain a minimum of 45% ground cover (vegetation, slash, duff, medium to large gravels or cobbles) in Unit 19-1. Maintain a minimum of 30% ground cover in Unit 19-3.</p>

Designated Area	Yarding Requirements or Limitations
Cable Units 19-1B and 19-2	<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 one thousand (1,000) feet slope distance.</p> <p>Prior to falling any timber in the unit, all yarding corridors, tail/lift trees, and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer.</p>

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Designated Area	Yarding Requirements or Limitations
<p>Cable Yard Portion of Units 19-1B and 19-2 Continued</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>Existing cable corridors shall be used whenever possible.</p> <p>Restrict mechanical piling fuels and slash to roads, designated skid roads, and landings.</p> <p>Yarding corridors shall not exceed approximately fifteen (15) feet in width.</p> <p>Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds.</p> <p>Landing size shall not exceed one-quarter (¼) acre, shall be located along existing roads, temporary routes, and/or cable-tractor swing routes within unit boundaries where possible, and shall be approved by the Authorized Officer.</p> <p>Locate landings on stable locations outside of slide areas, headwalls, wet areas, high landslide hazard locations, and riparian reserves. Landing locations must be approved by the Authorized Officer.</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>

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	Construct water bars by hand and pull available slash on skyline yarding corridors where gouging of mineral soil occurs for a continuous distance of 20 feet or more. Full or partial suspension is required.
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- (6) L-14 No falling, yarding or loading is permitted in or through the Reserve Area as shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- (7) L-14 No landings or landing pile burning is permitted within thirty five (35) feet of stream channels.
- (8) L-19 No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, landing construction, machine piling or non-emergency road maintenance shall be conducted in the sale area units between October 15th of one calendar year and May 15th 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.
- (9) L-19 Restrict all timber hauling, rock hauling, and landing operations on native surface or rocked roads whenever soil moisture conditions or rain events could result in road damage or the transport of sediment to nearby stream channels, generally October 15th to May 15th. 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.
- (10) L-29 In accordance with the requirements of Sec. 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in or adjacent to all units as shown on Exhibit A, which is obstructing needed cable yarding roads, ground based yarding skid roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such

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additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Sec. 41 of the contract are not included in the authorization.
- (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging red fluorescent flagging near the stump so that the stump can be visually located from a distance of not less than one hundred (100) feet.
- (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Sec. 3(a) or 3(c) of the contract as required by Sec. 8 of the contract.
- (d) No timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3(a) or 3(c) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - 1. Failed to properly mark any stump with the "X" cut.
 - 2. Failed to identify the location of any stump.
 - 3. Cut any tree that was reserved for tree improvement and/or wildlife habitat.
 - 4. Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - 5. Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - 6. Failed to properly segregate any pulled over tree that was yarded to the landing.
 - 7. Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - 8. Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - 9. Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.

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10. Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
11. Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

- (a) The Purchaser shall be liable for damages in accordance with Sec. 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (11) L-33 Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties in the Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

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

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the Contract Area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with

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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.

(C) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) R-1: The Purchaser shall renovate all roads and structures in strict accordance with the plans and specifications shown on Exhibit C and Exhibit D, which is attached hereto and made a part hereof.
- (2) R-1a: Any required renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- (3) R-2: The Purchaser is authorized to use the roads listed and shown on Exhibit D-2 for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(C)(5). Any road listed on Exhibit D-2 and requiring renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
34-2W-19.00	0.15	BLM	NAT	BLM
34-2W-19.02	0.34	BLM	NAT	BLM
34-2W-29.00A1-A2	2.55	BLM	ASC	BLM

- (4) R-2a: With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of road(s) 34-2W-19.00, 34-2W-19.02, and 34-2W-29.00A1-A2 included in Section 42(C)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting

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from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

- (5) R-2d: The Purchaser shall pay a road maintenance and rockwear fee of \$1.55 per thousand board feet log scale per mile for the use road number 34-2W-29.00 A1-A2 and shall pay a road maintenance fee of \$0.95 per thousand board feet log scale per mile for the use of road numbers 34-2W-19.00 and 34-2W-19.02. **The Purchaser will be required to label, with a permanent marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance (and rockwear) payment due, such excess shall be returned to the Purchaser after such determination is made.
- (6) R-2f: The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (7) R-3c: The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, 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.
- (8) 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-

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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.

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

The Purchaser shall be responsible for 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:

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- (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 as directed by the Authorized Officer rehabilitate all ground based skid trails utilized and all landings outside of the road prism by the following method::
- (a) 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.
 - (b) Rip to a depth of eighteen (18) inches or bedrock (which ever is shallower).
 - (c) Ripping will not occur unless soil moisture content is twenty-five (25) percent or less (at a six (6) inch depth) as determined by the oven-dry method.
 - (d) Rip all newly constructed ground based landings in all units shown on Exhibit A. Ripping shall be completed in the same season of use prior to fall rains. If landing operations are not completed in the same year the construction occurs landings will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.
 - (e) Where the width of the trail permits, and no damage to residual green trees would occur, skid trails within tractor harvest units as shown on Exhibit A of this contract would be discontinuously subsoiled to a depth of at least 18 inches, to a point where stones 10 inches or larger diameter are the dominant

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substrate, or to bedrock (whichever is shallower). Equipment must be able to avoid rocky areas and adapt to changes in rock depth.

The Purchaser shall apply seed and straw mulch in the same year of renovation between August 1 and October 15 and prior to fall rains. 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 landing operations are not completed in the same year the landing is renovated, the landing will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.

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>
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Purity:	95	80
Germination:	85	70
Other species/weed content (max):	0.2	0.2
Noxious weed content:	Prohibited	Prohibited

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

- (3) 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 (100) 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

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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 cable corridors, skid trails, or landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall 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* By Erosion Class		
	High (Feet)	Moderate (Feet)	Low (Feet)
2-5%	200	300	400
6-10%	150	200	300
11-15%	100	150	200
16-20%	75	100	150

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21-35%	50	75	100
36+%	50	50	50

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

† The erosion classes include the following rock types:

High: Granite, sandstone, andesite porphyry, glacial or alluvial deposits, soft matrix conglomerate, volcanic ash, and pyroclastics

Moderate: Basalt, andesite, quartzite, hard matrix conglomerate, and rhyolite

Low: Metasediments, metavolcanics, and hard shale

- (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 and all landings outside of the road prism by the following method:
- (a) If the Authorized Officer deems subsoiling will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil, simultaneously water bar, seed, mulch, and barricade. Subsoil to a depth of twelve (12) inches, and no further than thirty six (36) inches apart. If the Authorized Officer deems subsoiling to this depth will cause an unacceptable amount of damage to the root system of residual trees, the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.
 - (b) Subsoiling will occur prior to the end of the operating season.
 - (c) Any step landings shall be re-contoured following use, prior to the end of the operating season.
- (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, place woody debris or other appropriate barriers (e.g., rocks, logs, and slash) on the first 100 feet of skid trails leading off system roads in all ground

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based yarding units upon completion of yarding to block and discourage unauthorized off highway vehicle use.

- (12) E-2 The water bars to be constructed as required by Sec. 26 shall be constructed in accordance with the specifications shown on Exhibit D-5 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;
 - (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.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.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

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

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

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

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

(D) FIRE PREVENTION AND CONTROL

1. F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

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1. Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths ($\frac{3}{4}$) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 2. F-2b A round pointed size zero (0) or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
 3. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
 4. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available

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during periods of operation including the time watch-service is required.

5. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.

6. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.

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

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

2. 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-8 Blasting caps and fuses shall not be used during closed fire season or any period of fire danger on any land administered by the Government. Blasting with electric

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detonators during the closed fire season or periods of fire danger is permitted only between the hours of 4:00 a.m. and 10:00 a.m.

(G) Slash Disposal and Site Preparation

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

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

Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.

Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.

SD-1f LOP AND SCATTER Lop and scatter all slash as directed by the Authorized Officer , concurrently with normal felling operations. All tops and side branches must be free of the central stem so that such slash is reduced to the point that it is within eighteen (18) inches of the ground at all points.

SD-4a SLASHING DAMAGED RESIDUALS. Slash all sprung or otherwise severely damaged trees greater than one (1) inch and less than six (6) inches D.B.H.O.B. concurrently with logging as designated by the Authorized Officer. All slashing is to be completed prior to any required piling of slash.

SD-1h HANDPILE Handpile all slash as directed by the Authorized Officer in accordance with the following specifications:

1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.

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2. Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds three (3) feet in length.
3. A six (6) foot by six (6) foot sheet of four (4) mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third ($\frac{1}{3}$) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than four (4) feet and no greater than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located within sixty (60) feet of fish-bearing, perennial streams or within thirty five (35) feet from non-fish-bearing, intermittent streams. Piles shall not be located on down logs, stumps, talus slopes, roadways, or drainage ditches. No pile shall be located within ten (10) feet of reserve trees, any other pile, or unit boundary. No pile shall be located within twenty five (25) feet of designated wildlife trees. No portion of the pile will be under the crown of any living conifer tree.
4. Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
 - a. Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.

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

1. A ten (10) foot by ten (10) foot cover of four (4) mil black plastic shall cap each pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.

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(2) SD-5 Perform logging residue reduction and site preparation work on approximately thirty (30) acres of harvest area as directed by the Authorized Officer.

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

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

Treatment/Level	Cost Per Acre	Number of Acres	Total Cost Per Treatment Type
Hand Pile Slash	\$580.00	10	\$5,800.00
Lop and Scatter L2	\$48.00	20	\$960.00
Total Appraised Cost			\$6,760.00

(c) The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 41(G)(2)(a) differs from: Six thousand seven hundred and sixty dollars (\$6,760.00) as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 41(G)(2)(a).

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.


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

Seasonal Restriction Matrix

Sheet 1 of 1

Ramsey Canyon Salvage Timber Sale

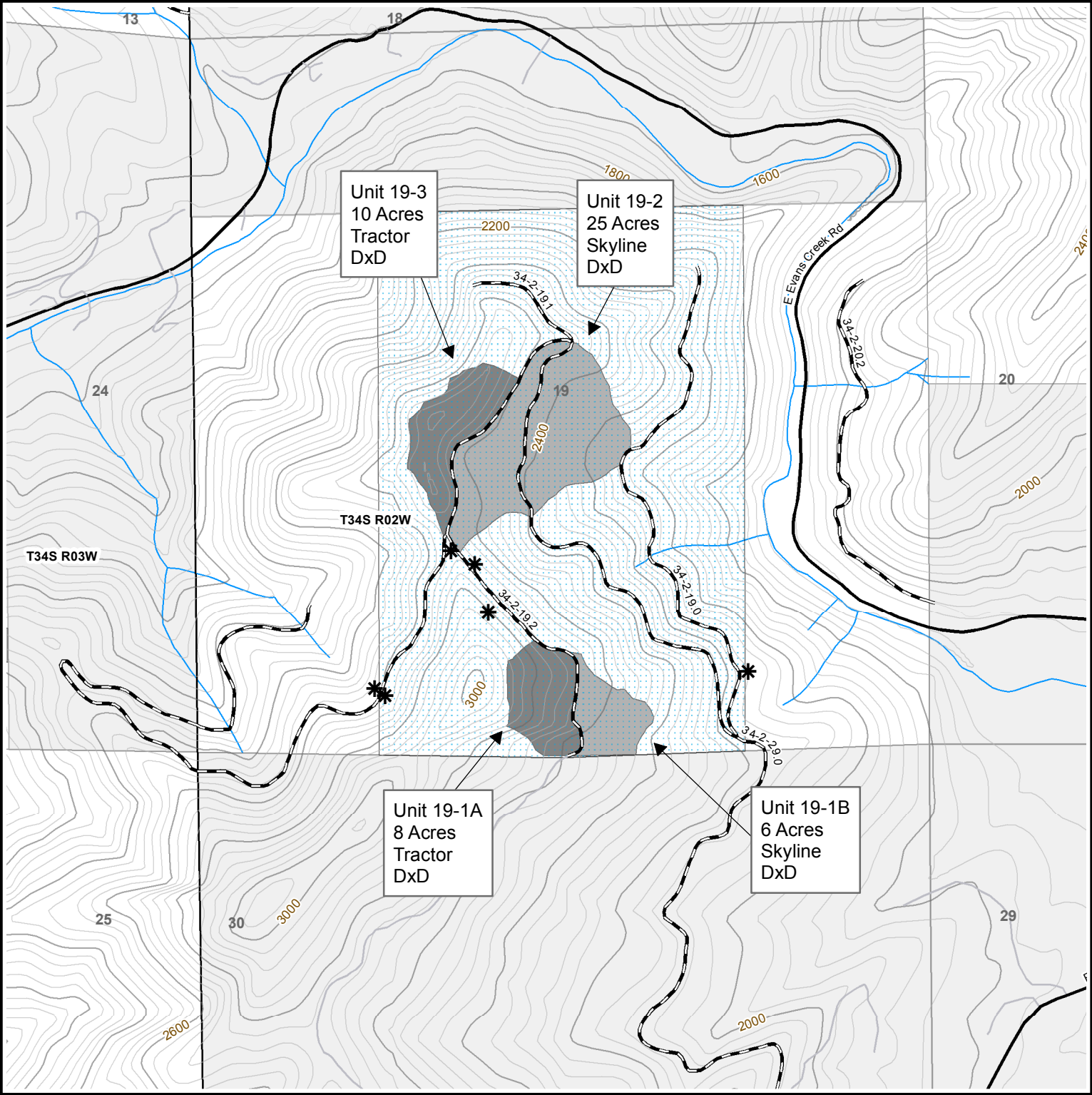
ORM05-TS19-10

 *Restricted Times are Shaded

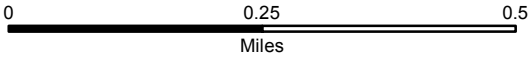
Sale Area	Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Units All Units	Hand timber falling and bucking ³	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15
	Skyline log yarding operations ³												
	Log processing, log loading ^{1,3}												
	Log hauling, rock hauling, ^{1,2}												
	Waterbar,construction barricade construction, road renovation, and roadside brushing ^{1,3} ,												
	Road rocking, grading and watering ¹												
	Soil ripping, seeding, mulching ¹												
	Fuels chainsaw site prep, prescribed burning ³												

¹ Wet season restrictions may be shortened or extended depending on weather conditions.

² Hauling restriction may be shortened or extended (see L-19 in contract)








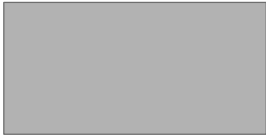



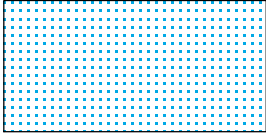



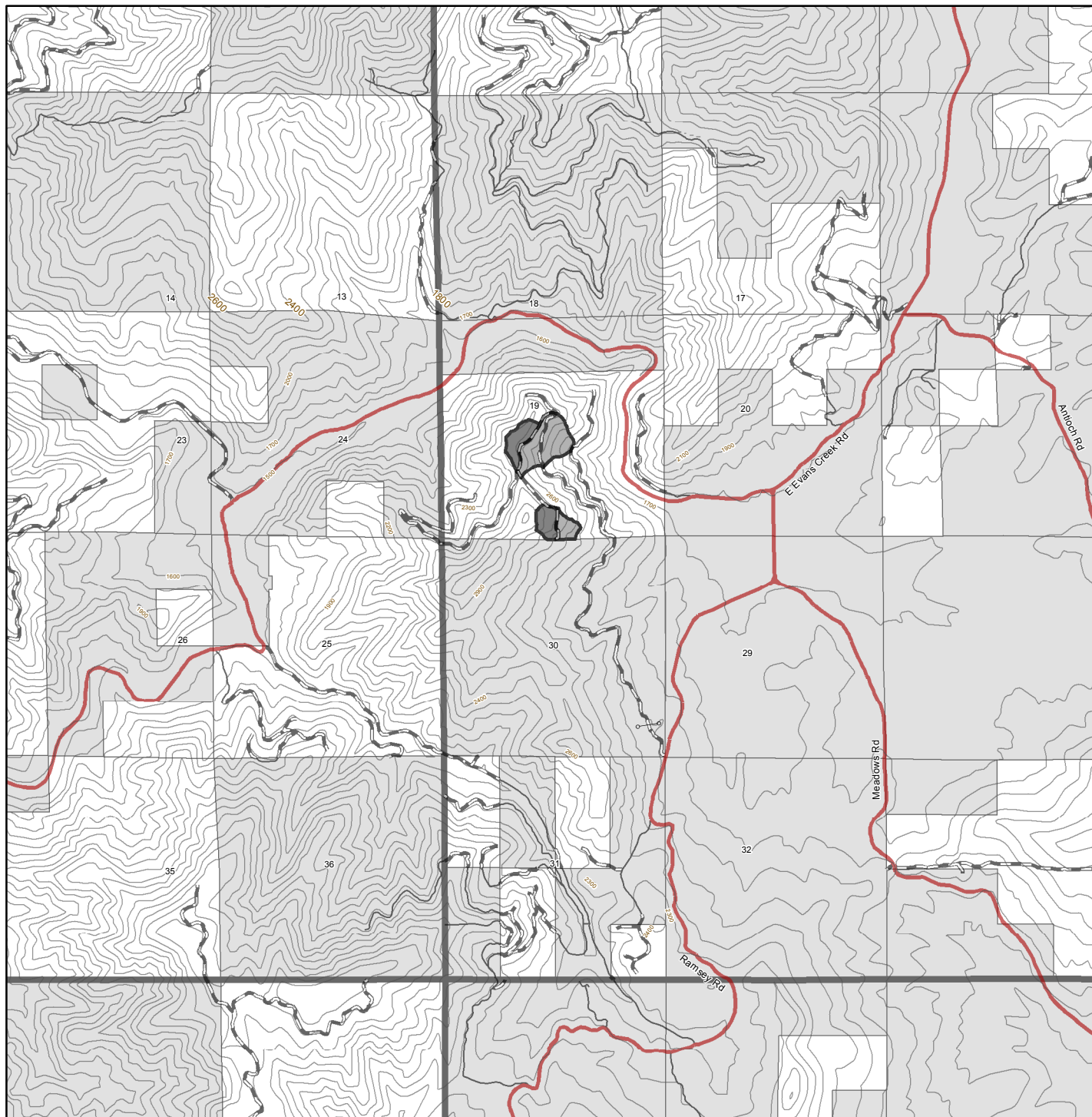
Medford District - BLM March 2019



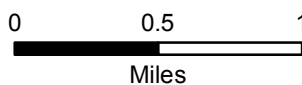
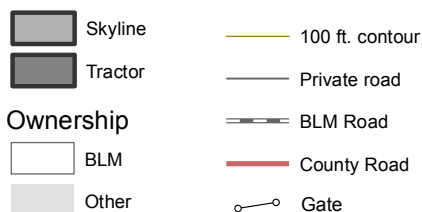
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

Legend

	Fire Water Sources		40 ft. contour
	Spring		BLM
	Gate		Non-BLM
	Individual Tree Mark		Skyline
	BLM Road		Tractor
	County Road		Contract Area
	Stream		



Medford District BLM - March 2019



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. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 2019-0010
T. 34S. R. 02W., 19 WILL. MER.
RAMSEY CANYON SALVAGE

TIMBER SALE CONTRACT MAP
CONTRACT NO. ORM05-TS-2019-0010
PAGE 4 OF 4

Section Number	Unit Number	Project Unit Acres	Reserve Acres	Contract Acres
19	19-1A, 19-1B, 19-2, 19-3	49	191	240

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

Contract No.: ORM05-TS-2019-0010

Sale Name: Ramsey Canyon Salvage

Issuing Office: Medford

EXHIBIT B
SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Section 3.(f). 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
Merchantable logs - All Species	MBF	
Utility logs	MBF	Not Applicable

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. 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	10 feet	10 inches	33 1/3% of gross volume of any log segment

If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract and the value in Section 1 of this Exhibit.

III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(g). of the contract. Purchaser shall pay for same in accordance with 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 the 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 Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). 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, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), 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 five (5) 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)__ of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).** 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. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.

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__ 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
Sale Total					



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

Timber Appraisal

Sale Name: Ramsey Canyon Fire Salvage Reoffer	Sale Date: Thursday, May 16, 2019
BLM District: Medford DO	Unit of Measure: 16' MBF
Contract #: ORM00-TS-2019.0010	Contract Term: 12 months
Sale Type: Advertised	Contract Mechanism: 5450-4
	Sale of Timber - Scale Sale

Content

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

Prepared By: Thompson, Kristen R - 4/30/2019

Approved By: Thompson, Kristen R - 4/30/2019

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	34S	2W	19	SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, W1/2SE1/4, SE1/4SE1/4.	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	398.0	456.0	501.0	4,532	1,696	1,576
Ponderosa Pine	80.0	91.0	99.0	660	230	186
Sugar Pine	44.0	49.0	52.0	322	103	85
Totals	522.0	596.0	652.0	5,514	2,029	1,847

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
47.0	0.0	0.0	47.0	11.1

Comments:

Sale went no bid 4/25/19 due to market conditions for salvage. All pond values have been reduced to account for fire salvage. The Douglas fir pond values have been further adjusted to reconcile the total fair market value & policy standards for advertised appraised values.

Logging Costs

Stump to Truck	\$78,089.51
Transportation	\$16,646.28
Road Construction	\$18,679.40
Maintenance/Rockwear	\$4,004.53
Road Use	\$0.00
Other Allowances	\$16,786.28
Total:	\$134,206.00
Total Logging Cost per MBF:	\$257.10

Utilization Centers

Location	Distance	% of Net Volume
White City, OR	21.0 miles	100 %

Profit & Risk

Profit	9 %
Risk	3 %
Total Profit & Risk	12 %

Tract Features

Quadratic Mean DBH	19.0 in
Average GM Log	108 bf
Average Volume per Acre	11.1 mbf
Recovery	80 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	522 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	39 %
Average Yarding Slope	30 %
Average Yarding Distance	350 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	61 %
Average Yarding Slope	50 %
Average Yarding Distance	400 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	November 2018
Cruised By	Parks/Darner
Cruise Method	
PMCTRE Variable Plot cruise using 40 BAF. Installed 112 plots across all unit (2 per acre). Roadside was 100% cruised. Trees <12" were not cruised. Form Class DF 76 PP 80 SP 78 were used in volume equation.	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	1,576	398.0	\$371.70	\$44.60	\$257.10	\$0.00	\$70.00	\$27,860.00
Ponderosa Pine	186	80.0	\$236.16	\$28.34	\$257.10	\$0.00	\$23.70 *	\$1,896.00
Sugar Pine	85	44.0	\$228.10	\$27.37	\$257.10	\$0.00	\$22.90 *	\$1,007.60
Totals	1,847	522.0						\$30,763.60

* 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			2.0 %	67.0 %	31.0 %		

Comments: Douglas fir values have been adjusted down to account for salvage & deficit values in the minor species of this sale.

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Ponderosa Pine							100.0 %

Comments: prices 60% of green #5 saw

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Sugar Pine							100.0 %

Comments: Prices 60% green #5 saw

Ramsey Canyon Fire Salvage Reoffer**Unit Summary****ORM00-TS-2019.0010****Unit: 19-1A****Net Volume/Acre: 10.3 MBF**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	62.0	71.0	78.0	272
Ponderosa Pine	13.0	15.0	16.0	30
Sugar Pine	7.0	8.0	9.0	14
Totals:	82.0	94.0	103.0	316

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

Unit: 19-1B**Net Volume/Acre: 10.3 MBF**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	47.0	54.0	59.0	204
Ponderosa Pine	10.0	11.0	12.0	23
Sugar Pine	5.0	6.0	6.0	10
Totals:	62.0	71.0	77.0	237

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

Unit: 19-2**Net Volume/Acre: 10.3 MBF**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	194.0	223.0	246.0	850
Ponderosa Pine	41.0	46.0	51.0	95
Sugar Pine	23.0	25.0	27.0	44
Totals:	258.0	294.0	324.0	989

Regeneration Harvest	25.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	25.0

Unit: 19-3**Net Volume/Acre: 14.7 MBF**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	78.0	89.0	98.0	239
Ponderosa Pine	16.0	19.0	20.0	38
Sugar Pine	9.0	10.0	10.0	17
Totals:	103.0	118.0	128.0	294

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

Unit: ROADSIDE

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	17.0	19.0	20.0	11
Totals:	17.0	19.0	20.0	11

Net Volume/Acre: 17.0 MBF

Regeneration Harvest	1.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	1.0

Comments:

Volume does not include unit 24-1, 24-2 and private ROW. These units are possible modification units containing @ 77 mbf.

Total Stump To Truck	Net Volume	\$/MBF
\$78,089.51	522.0	\$149.60

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	365.0	\$134.25	\$49,001.25	Diamond 210 yarder
Track Skidder	GM MBF	231.0	\$118.46	\$27,364.26	Cat 526
Subtotal				\$76,365.51	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Lift Tree	Each	6.0	\$150.00	\$900.00	Per Layout forester
Additional Cat Time	Hour	8.0	\$103.00	\$824.00	Landing cat D7 allowance for use outside normal yarding operation hours. i.e. landing improvement
Subtotal				\$1,724.00	

Additional Moves

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

Comments:

Assumes Yarder will yard from west side of unit 19-2.

Track Skidder includes winching of logs on steeper slopes.

No additional moves anticipated.

Total	Net Volume	\$/MBF
\$16,646.28	522.0	\$31.89

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City, OR	21.0	All Sawlogs	GM MBF	596.0	\$27.93	\$16,646.28	100 %

Comments:

Center of sale 34-2-29 rd. to Ramsey rd. to Meadows rd. to Hwy 234 to Table Rock rd. to Antelope rd. to White City, OR. (Diesel price \$3.00 5mbf per load.)

Engineering Allowances

Total	Net Volume	\$/MBF
\$22,683.93	522.0	\$43.46

Cost Item	Total Cost
Road Construction:	\$18,679.40
Road Maintenance/Rockwear:	\$4,004.53
Road Use Fees:	\$0.00

Comments:

See Engineering Appraisal for details.

Does not include any road work pass 34-2-19.2 jct.

Total	Net Volume	\$/MBF
\$16,786.28	522.0	\$32.16

Environmental Protection

Cost item	Total Cost
Equipment washing Medium	\$1,000.00
Equipment washing Large	\$1,110.00
Seed and Mulch	\$1,856.00
Rip landings/skids	\$2,234.00
Waterbar Skids	\$1,150.00
Subtotal	\$7,350.00

Logging

Cost item	Total Cost
Directional Felling	\$613.88
Flag person	\$1,072.40
Subtotal	\$1,686.28

Slash Disposal & Site Prep

Cost item	Total Cost
Lop and Scatter	\$960.00
Landing Clean-up	\$990.00
Handpile	\$5,800.00
Subtotal	\$7,750.00

Comments:

Directional Felling costs are in addition to regular felling/bucking and assumes 10% of stems require jacking.

Flag person= Halt traffic during yarding operations 19-2.

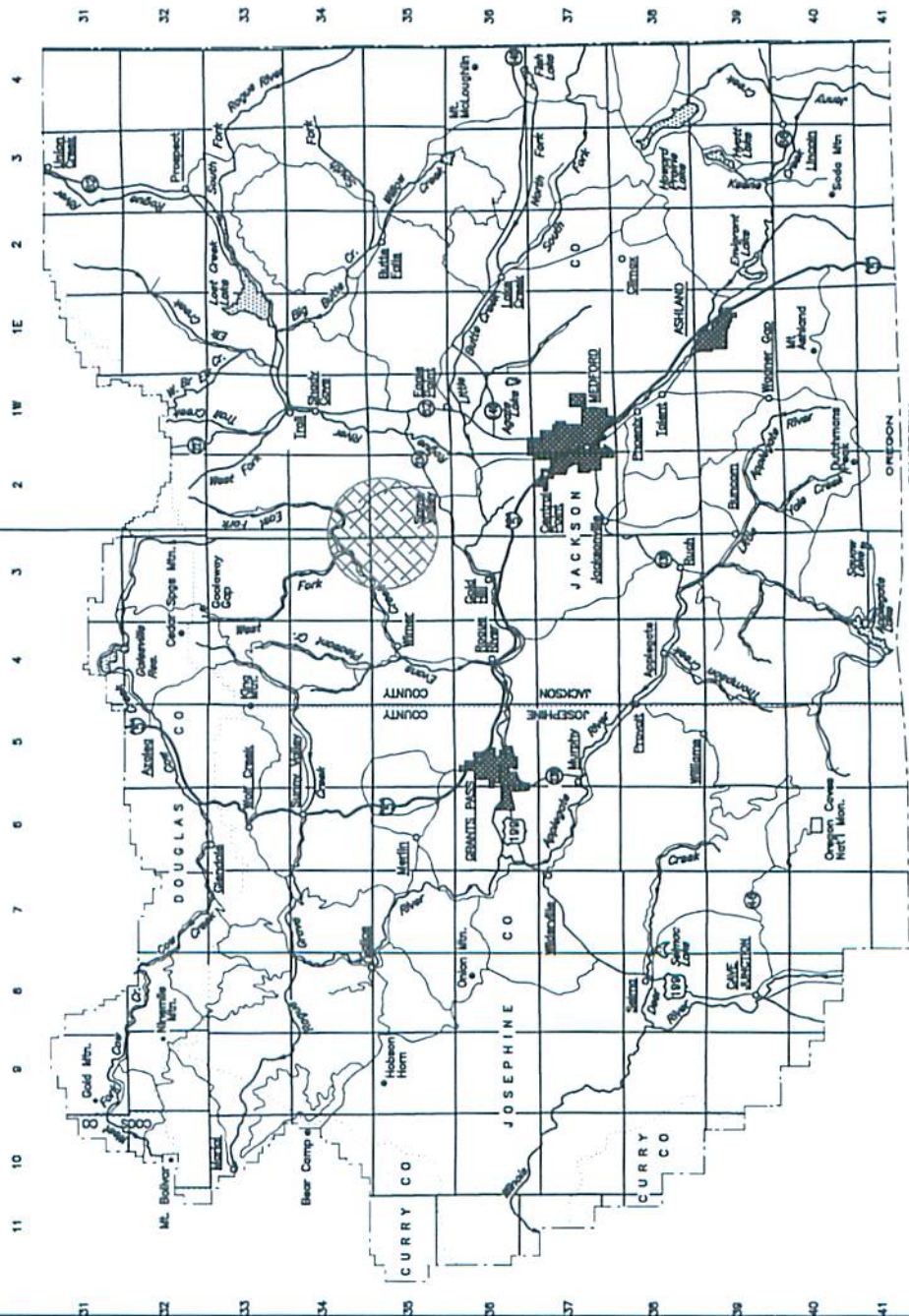
Water-bar Skids = D6 8 hrs. @ \$75/hr. plus move-in.

Rip landings/skids = D7 11 hrs. @ \$153/hr. plus move-in.

Landing Clean-up not included in SD-5

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT
RAMSEY SALVAGE TIMBER SALE
TRACT NO. ORM05-TS-2019-0010

PROJECT LOCATION



ALWAYS
THINK
SAFETY

0 6 12
SCALE IN MILES

Exhibit No	Description
C-1	TITLE SHEET
C-2	ROAD LOCATION MAP
C-3	ESTIMATE OF QUANTITIES
C-4	TYPICAL ROAD DATA
C-5	ROADSIDE BRUSHING DETAILS
C-6	ROAD SURFACE TREE REMOVAL DETAILS
C-7	ROAD RENOVATION WORK LIST
C-8	ROAD SPECIFICATIONS
C-9	SPECIAL PROVISIONS
D-1	ROAD MAINTENANCE SPECIFICATIONS
D-2	ROAD MAINTENANCE MAP

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

RAMSEY SALVAGE T.S.
TITLE SHEET

DESIGNED

REVIEWED

APPROVED

DRAWN JAB

DATE JANUARY 2019

DRAWING NO. ORM05-TS-2019-0010-C1

SCALE AS SHOWN

SHEET 1 OF 1

EXHIBIT C-2

SHEET 1 OF 1

RAMSEY SALVAGE TIMBER SALE

TRACT NO. ORM05-TS-19-10

BLM OWNERSHIP

T.S. UNITS

BST ROAD

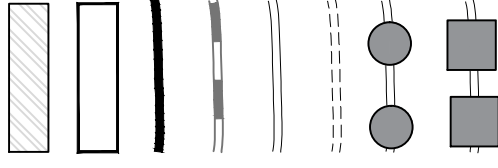
ROCKED ROAD

NATURAL SURFACE ROAD

PRIMITIVE ROUTE

ROAD TO BE RENOVATED AND BRUSHED

ROAD TO BE RENOVATED,
BRUSHED, and REMOVE
ALL TREES ON ROAD
SURFACE (SEE EX C-6)



ALWAYS

1
0

SCALE IN MILES

SAFETY

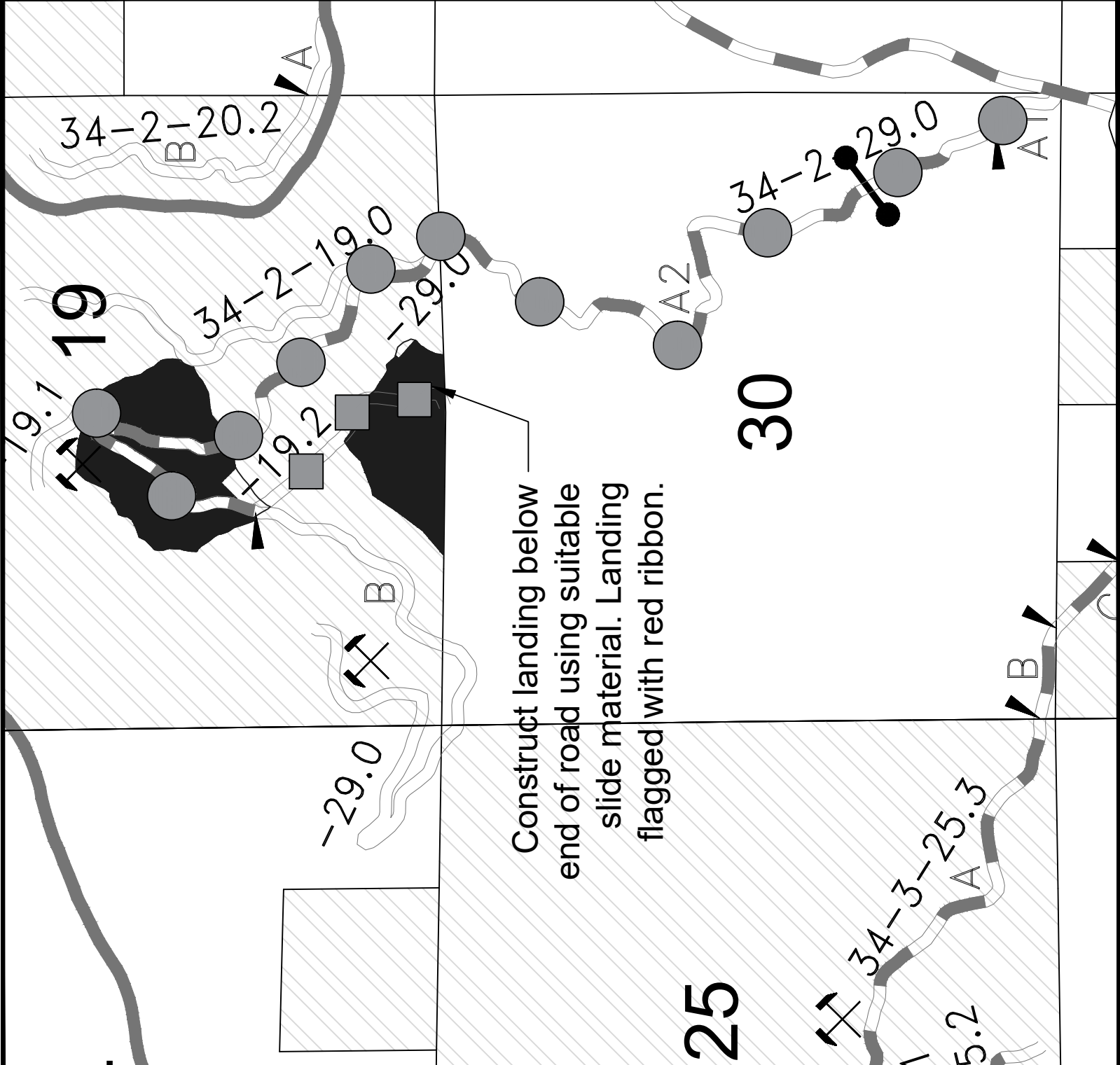
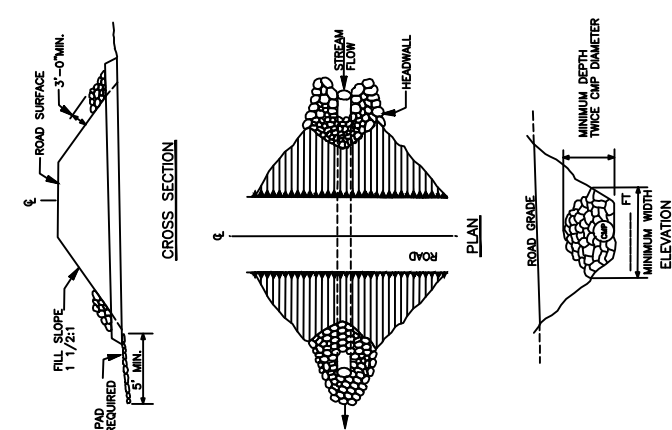


EXHIBIT C-4 SHEET 1 OF 1 RAMSEY SALVAGE T.S.

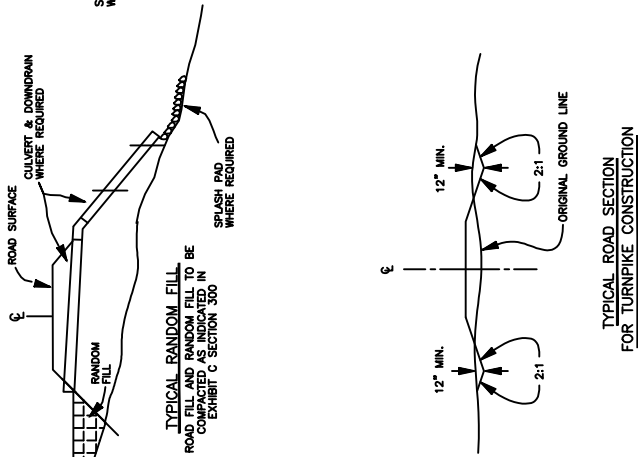


- NOTES:
1. RIPRAP SHALL BE PLACED IN SUCH A MANNER THAT IT WILL NOT DAMAGE THE CULVERT.
 2. TRENCHING WILL BE DONE AS REQUIRED BY THE AUTHORIZED OFFICER.
 3. MINIMUM DEPTH OF SPLASH PADS SHALL BE 1 FT.
 4. SPLASH PAD MINIMUM QUANTITY DESIGNATED IN WORK LIST.
 5. RIPRAP SHALL BE PLACED BEFORE OCTOBER 15TH OF THE YEAR THE CMP IS INSTALLED.

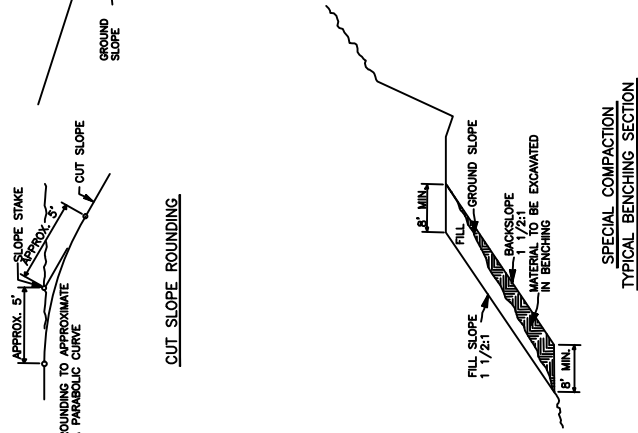
REVNO.	DESCRIPTION	DATE	APPROVED
	UNITED STATES DEPARTMENT OF THE INTERIOR		
	BUREAU OF LAND MANAGEMENT		
	MEDFORD DISTRICT		MEDFORD, OREGON

TYPICAL ROAD DATA

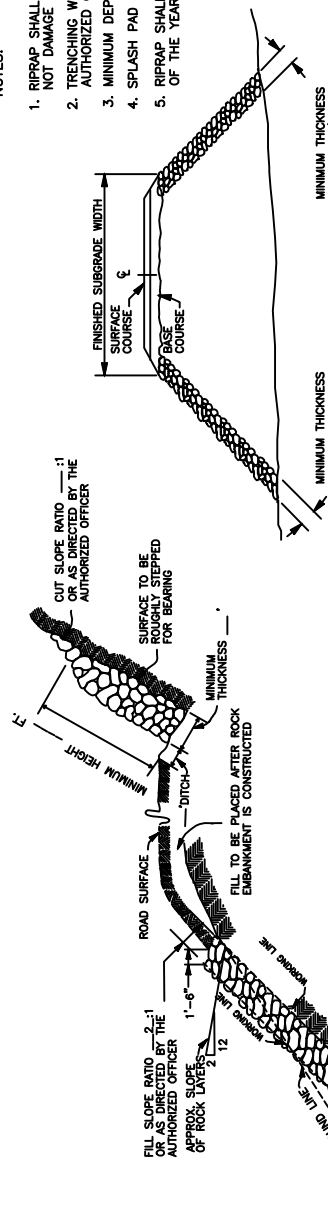
DRAWN	BLM	SCALE	NONE
DATE	JANUARY 2019	SHEET	1 OF 1
DRAWING NO.	ORM05-TS-2019-0010-C4		



TYPICAL ROAD SECTION FOR TURNPIKE CONSTRUCTION



SPECIAL COMPACTION TYPICAL BATCHING SECTION

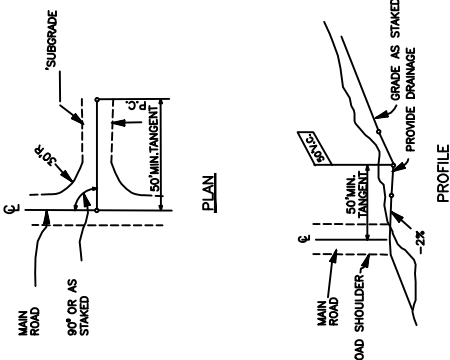


ROCK BLANKETS AND STRUCTURE SEE EXHIBIT C SECTION 1400

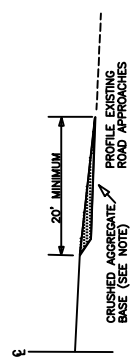
SLOPE PROTECTION ROCK SEE EXHIBIT C SECTION 1400

* AS SHOWN IN RENOVATION WORKLIST.

TYPICAL ROAD APPROACHES



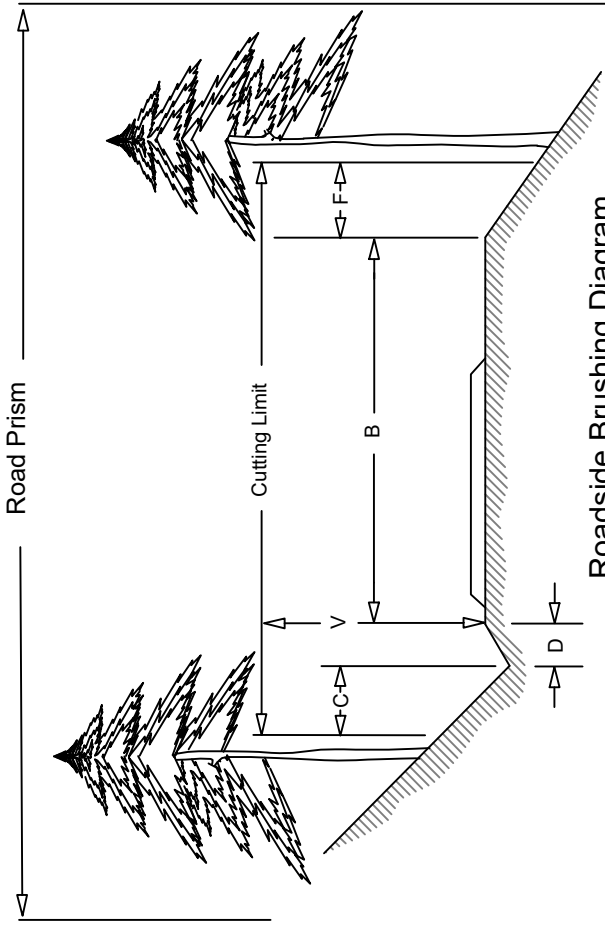
PROFILE



TYPICAL SURFACING SECTION

- NOTES:
1. THE PROFILE OF EXISTING APPROACH ROADS SHALL BE TAPERED TO MEET THE SHOULDER LINE OF THE MAIN ROADWAY SURFACE SHALL BE THE SAME GRADATION AS USED IN THE ADJACENT ROAD.
 2. THE CRUSHED AGGREGATE BASE SHALL BE OF THE SAME GRADATION AS USED IN THE ADJACENT ROAD.
 3. APPROACHES SHALL BE FINISHED WITH THE SAME TREATMENT AS SHOWN FOR THE ADJACENT ROAD.

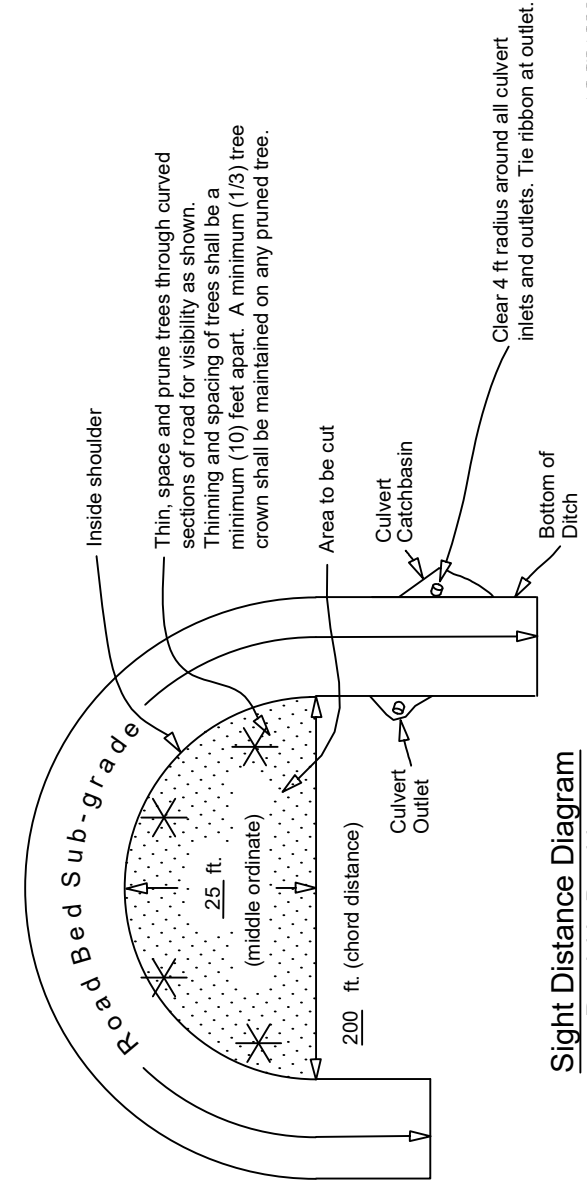
Cutting Limit = C + D + B + F
B = Road Bed Subgrade (includes turnouts)
Cut all vegetation to max. height of 1".
C = 4 ft - Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 3".
D = Centerline of ditch to inside shoulder. Cut all vegetation to max height of 1".
F = 4 ft - Distance to be brushed on fill slope beyond outside shoulder
Cut all vegetation to max. height of 3".
V = 14 ft - Height of vertical cutting limit



Roadside Brushing Diagram

NOTES:
Cutting and removal of vegetation from ditches and roadway is incidental to brushing within cutting limits. All vegetation larger than 6" in diameter measured 54" from the ground shall be left standing to meet roadside brushing specifications.
All distances shown are horizontal except for V.
Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of a maximum 25 feet, whichever is achieved first. The middle ordinate is measured from the edge of shoulder and shall not exceed 25 feet as measured parallel with the fill slope.
Thinning shall consist of removing vegetation that is 6" in diameter or less in a particular area. Thinning and spacing of vegetation shall be achieved by leaving one standing tree (6" diameter or less) every 10'.
Pruning shall consist of trimming tree limbs within 1" of the trunk of all vegetation larger than 6" in diameter measured 54" from the ground and other vegetation while maintaining a minimum tree crown cover as described.

Inside Corner



Sight Distance Diagram
Roadside Brushing

ALWAYS
THINK
SAFETY

REV.	NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT – MEDFORD, OREGON				
ROADSIDE BRUSHING DETAILS				
DRAWN: JAB		SCALE: NONE		
DATE: JANUARY 2019		SHEET: 1 OF 1		
DRAWING NO.		ORM05-TS-2019-10-C5		

All distances shown are horizontal except for V

Cutting Limit = C + D + B + F
B = Road Bed Subgrade (includes turnouts)
Cut all trees.

C = 2 ft - Distance to remove trees over 6" DBH on cut slope
beyond centerline of ditch. Cut all trees.

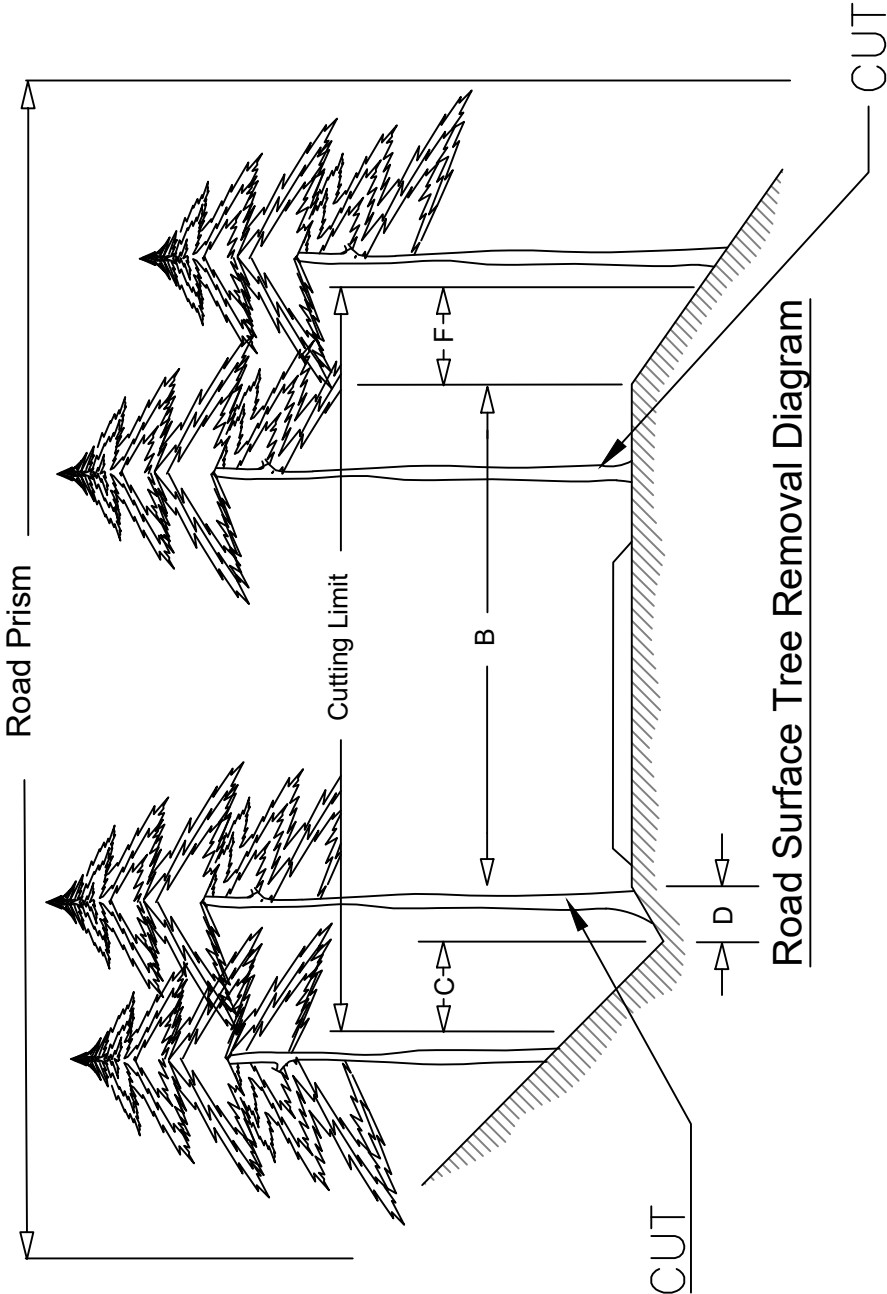
D = Centerline of ditch to inside shoulder. Cut all trees.

F = 2 ft - Distance to remove trees over " DBH on fill slope beyond outside shoulder
Cut all trees.

NOTES:

Cut all non-merchantable and merchantable trees
over 6" at DBH within the cutting limits.

All stumps shall be grubbed and disposed of at
waste disposal site located at milepost 0.34 on
the 34-2W-19.02 road. Stump holes shall be
filled (if needed) with suitable material and
compacted.



Road Surface Tree Removal Diagram

REV. NO.	DESCRIPTION	DATE	APPROV.

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

ROAD SURFACE TREE
REMOVAL DETAILS

DRAWN: JAB	SCALE: NONE
DATE: FEBRUARY 2019	SHEET: 1 OF 1
DRAWING NO. ORM05-TS-2019-10-C6	

ALWAYS
THINK
SAFETY

All distances shown are horizontal except for V

Road Renovation Work List

Renovation: This consists of roadwork to be performed on the road prior to its use. The work includes, but is not limited to: blading and/or rolling the road surface, cleaning ditches where needed, cleaning or enlarging catch basins and outlets, cleaning the entire barrel of all culverts, removing trees from the road surface, slide removal, repairing burnt stump holes, and constructing a landing using suitable slide material. Remove all down trees from roadways.

Roadside Brushing: This consists of roadwork to be performed on the road prior to its use. The work includes, but is not limited to: brushing 4 horizontal feet from the centerline of the ditch and 4 horizontal feet from the outside shoulder of the road prism, removing brush within 4' of the inlet and outlet of CMPs, removing brush, limbs, and trees along the roadway to improve sight distance. Vegetation to be cut and disposed of will generally be 6 inches in diameter at breast height or less. Disposal from roadside brushing shall be lop and scatter. Debris shall not be allowed to accumulate in concentrations, but shall be further reduced or removed. Concentrations will be defined as any debris, limbs or branches touching each other or piled on top of each other or any material sticking up over 2 feet in elevation above the ground. Cut trees or debris shall not be allowed to stand or lean against other standing uncut trees or brush. Such "hang ups" shall be removed and scattered down slope. Debris shall be cut so that the length of limbs, downed pole, hardwoods, or brush does not exceed eight feet. Brush shall be cut to meet regular specifications in Section 2100. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. Use of Excavators for brush removal will be at the discretion of the Authorized Officer. All culvert inlets and outlets shall be brushed for a radius of 4 feet.

Jct. – Junction	CY – Cubic Yards
AWD – Armored Water Dip	WD – Water Dip
CSP – Corrugate Steel Pipe	ASC – Aggregate Surface Course
PRR – Pit Run Rock	BST – Bituminous Surface Treatment
NAT – Natural Surface Roads	DO – Ditch Out.

Road 34-2W-19.00 Hull Mountain Lower Spur **(BLM) NAT**

<u>MP</u>	<u>Remarks</u>
0.00	Jct. with 34-2W-29.00. Begin road renovation and roadside brushing.
0.02	Existing culvert, cross drain.
0.06	Existing culvert, cross drain.
0.11	Existing water dip.
0.15	End road renovation and roadside brushing.

Road 34-2W-19.02 Hull Mountain Rock Pit Spur

(BLM) NAT

<u>MP</u>	<u>Remarks</u>
0.00	Jct. w/ 34-2W-29.00. Begin road renovation and roadside brushing. Remove all trees from ditch line and road subgrade.
0.03	Existing culvert, cross drain.
0.06	Remove 20 CY slide.
0.08	Remove 100 CY slide.
0.22	Existing culvert, cross drain.
0.31	Existing culvert, cross drain.
0.34	Waste disposal location for slide material – Construct landing with usable slide material within flagged area. Scatter stumps and woody material on fill slope of waste disposal site. End road renovation and roadside brushing.

Road 34-2W-29.00 Hull Mountain Road

Segment A1 (BLM) ASC

<u>MP</u>	<u>Remarks</u>
0.00	Jct. with 34-2W-12.00. Begin road renovation and roadside brushing.
0.01	Jct. with private driveway left.
0.02	Existing culvert, draw.
0.09	Existing culvert, cross drain.
0.11	Existing culvert, draw.
0.13	Jct. with private road left. End segment A1.

Segment A2 (BLM) ASC

<u>MP</u>	<u>Remarks</u>
0.13	Continue road renovation and roadside brushing.
0.17	Existing culvert, cross drain.
0.22	Existing culvert, draw. Existing BLM pipe gate.
0.26	Existing culvert, draw.
0.30	Existing culvert, draw.
0.33	Existing culvert, cross drain.
0.41	Existing culvert, cross drain.
0.42	Existing culvert, draw.
0.49	Existing culvert, cross drain.
0.53	Existing culvert, cross drain.
0.54	Excavate burnt out stump hole. Compact 20 CY of suitable ditch and/or slide material to repair fill failure. Material shall be compacted in un-compacted lifts not to exceed 1 foot in depth.
0.61	Existing culvert, cross drain.
0.74	Existing culvert, cross drain.
0.79	Existing culvert, draw.
0.88	Remove 50 CY slide.
0.89	Existing culvert, cross drain.
0.90	Remove 10 CY slide.
0.92	Existing culvert, draw.
0.95	Existing culvert, cross drain.

- 1.03 Existing culvert, cross drain.
- 1.09 Remove 10 CY slide.
- 1.11 Existing culvert, draw.
- 1.13 Existing culvert, cross drain.
- 1.16 Existing culvert, cross drain.
- 1.21 Existing culvert, cross drain.
- 1.30 Existing culvert, cross drain.
- 1.36 Remove 10 CY slide.
- 1.39 Property line (into BLM).
- 1.43 Existing culvert, cross drain. Jct. with 34-2W-19.00 right.
- 1.46 Existing culvert, cross drain.
- 1.51 Existing culvert, cross drain.
- 1.60 Existing culvert, cross drain.
- 1.63 Remove 30 CY slide.
- 1.65 Existing culvert, cross drain. Remove 20 CY slide.
- 1.70 Existing culvert, cross drain. Remove 10 CY slide.
- 1.72 Remove 20 CY slide.
- 1.74 Remove 10 CY slide.
- 1.75 Remove 10 CY slide.
- 1.76 Existing culvert, cross drain.
- 1.77 Remove 20 CY slide.
- 1.83 Remove 20 CY slide.
- 1.84 Remove 10 CY slide.
- 1.86 Existing culvert, cross drain.
- 1.91 Existing culvert, cross drain.
- 1.96 Existing culvert, cross drain.
- 1.98 Existing culvert, cross drain.
- 2.04 Existing culvert, cross drain.
- 2.07 Remove 20 CY slide.
- 2.08 Existing culvert, cross drain.
- 2.16 Existing culvert, cross drain.
- 2.18 Jct. with 34-2W-19.01 right.
- 2.21 Ditch out right.
- 2.24 Existing culvert, cross drain.
- 2.30 Existing culvert, cross drain.
- 2.36 Existing culvert, cross drain.
- 2.45 Existing culvert, cross drain.
- 2.55 Jct. with 34-2W-19.02 left. End segment A2. End road renovation and roadside brushing.

TIMBER SALE ROAD SPECIFICATIONS

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GENERAL – 100

101 - Prewrite Conference(s):

A prework conference will be held prior to the start of new construction, improvement, and renovation operations. The Purchaser shall request the conference at least 72 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

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

102 - Definitions:

AASHTO - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

Scarification - The process of loosening or breaking up of the surface layer of

soil or road, usually to a specified depth.

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

102a - Tests Used in These Specifications:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
<u>AASHTO T 27</u>	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
<u>AASHTO T 90</u>	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	Relationship between soil moisture and density of soil. Method A - 4" mold, soil passing a No. 4 sieve 25 blows/layer & 3 layers. Method C - 4" mold, soil passing a 3/4 inch sieve 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 3/4 inch sieve. 56 blows/layer & 3 layers.

- AASHTO T 119 Slump of hydraulic cement concrete.
- AASHTO T 152 Air content of freshly mixed concrete.
- AASHTO T 166 Specific Gravity of compacted Bituminous Mixtures.
- AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
- AASHTO T 180 (OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop height.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12- inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 209 Maximum Specific Gravity of Bituminous Paving Mixtures.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- AASHTO T 238 Density of Soil and Soil-Aggregate in place by nuclear methods.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- ASTM D 4564 Determination of relative density of cohesionless soils.
- DMSO (dimethyl sulfide) Determines volume of expanding clays in aggregates.
Usually associated with marine basalts.
- 103 - Compaction equipment shall meet the following requirements:
- 103b - (Sheepfoot) (Tamping) rollers. A tamping roller unit shall consist of two watertight metal drums mounted in frames in such manner as to be fully oscillating, together with a tractor having sufficient weight and power under actual working conditions to pull the roller drums at a minimum speed of 2.5 miles per hour. The drums shall be no less than 60 inches in diameter and no less than 54 inches in length, measured at the drum's surface, and shall be studded with tamping feet projecting not less than 7 inches from the face of the drums.

The distance between circumferential rows of tamper feet shall be such that the diagonal distance from any foot to the nearest foot in each adjacent row shall be not more than 12 inches. The cross-sectional area of the face of each tamper foot, measured perpendicular to the axis of the stud, shall be not less than 5-1/2 square inches nor more than 8 square inches.

The weight of the tamping-roller unit shall be such as to exert a minimum pressure of 250 pounds per square inch on the ground area in contact with the tamping feet, and the roller shall be so designed that the weight may be increased to exert a pressure up to 500 pounds per square inch on the ground area in contact with the tamping feet. The ground pressure shall be determined by dividing the total weight of the roller unit, not including the weight of the tractor, by the total cross-sectional area of the tamping feet in one row of tamping feet parallel to the axis of the roller.

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

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

- 103g - Vibratory compactor. Vibratory compactors shall consist of multiple or gang- type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- 103h - Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.
- 103i - Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- 201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans and as staked on the ground.
- 202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.
- 203 - Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202 and as posted.
- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing unless otherwise authorized.
- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a, 204d, and 204e.
- 204a - Stumps shall be removed within the required excavation limits.
- 204d - On areas to be occupied by embankments having heights greater than 4 feet, no stump or portion thereof shall remain within 2 feet of embankment subgrades or slope surfaces after grubbing is completed.
- 204e - Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- 205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- 206 - Clearing and grubbing debris shall be disposed of by piling in accordance with Subsection 211 at the following road location.

Road No.	From M.P.	To M.P.	Disposal Method
34-2W-19.02	0.30	0.34	Pile and/or Scatter

- 206a - Notwithstanding Subsections 204, 204a, 204d, and 205, clearing and grubbing debris resulting from waste disposal site and/or landing construction as shown on

Exhibit C, shall be placed at the waste disposal site but shall not be covered with excavated material. Location of disposal sites is at milepost 0.34 on the 34-2W-19.02 road.

- 208b - Trees, firm logs, and other firm large pieces, 4 inches in diameter and 8 feet in length and larger and not removed from the contract area by the Purchaser, shall be piled at locations determined by the Authorized Officer.
- 210 - Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 211 - Disposal of clearing and grubbing debris shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.
- 212 - No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, as shown on the plans, and as marked on the ground with stakes.
- 501a - This work shall include the removal and disposal of slides in accordance with these specifications and as marked on the ground with stakes.
- 502 - The existing road surface shall be scarified to its full width and to a depth of 6 inches to eliminate surface irregularities *where needed* and bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground with stakes at the following locations:

Road No.	From M.P.	To M.P.
34-2W-19.00	0.00	0.15
34-2W-19.02	0.00	0.34
34-2W-29.00 A1-B	0.00	2.55

- 502a - Rocks larger than 4 inches in maximum dimension shall be removed from the scarified layers of the roadbed. Material removed will not be permitted to remain on road shoulders or in ditches.
- 502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 503a - Debris from the slides at the following locations:

Road No.	M.P.	Estimated Cubic Yards
34-2W-19.02	0.06	20
	0.08	100
34-2W-29.00 A2	0.88	50
	0.90	10
	1.09	10
	1.36	10
	1.63	30
	1.65	20
	1.70	10
	1.72	20
	1.74	10
	1.75	10
	1.77	20
	1.83	20
	1.84	10
	2.07	20

shall be hauled to a designated disposal site at the following locations:

Road No.	M.P.	Disposal Type
34-2W-19.02	0.34	Waste Disposal Site

as shown on the plans and marked on the ground.

- 504 - Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103b, 103f, 103g, 103h, and 103i and in accordance with the following table:

Road No.	From M.P.	To M.P.
34-2W-29.00 A1-B	0.00	2.55

- 504a - Minimum compaction required shall be 1 hour of continuous rolling for each 5 stations of road, or fraction thereof, as measured along the centerline per layer of material.

- 506 - The inlet end of existing drainage structures at the following locations:

Road No.	From M.P.	To M.P.
34-2W-19.00	0.00	0.15
34-2W-19.02	0.00	0.34
34-2W-29.00 A1-B	0.00	2.55

shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.

- 508 - Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations:

Road No.	From M.P.	To M.P.	Total Miles	Type
34-2W-19.00	0.00	0.15	0.15	Scatter
34-2W-19.02	0.00	0.34	0.34	Scatter
34-2W-29.00 A1-B	0.00	2.55	2.55	Scatter

shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.

- 509 - The finished grading shall be approved in writing by the Authorized Officer 3 days prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

WATERING - 600

- 601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.

- 602 - Water, when needed for compaction or laying dust, shall be applied at the

- locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- 603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- 605 - The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

SOIL STABILIZATION – 1800

- 1801 - This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications. This work is required for road acceptance under Section 18 of this contract.
- 1802a - Soil stabilization work consisting of seeding and mulching shall be performed on slide removal sites, landings, disturbed areas, and waste disposal sites in accordance with these specifications and as shown on the plans.
- 1803 - Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: August 1	To: October 15 (of the same year)
----------------	-----------------------------------

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

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

- 1803a - The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1806a - Additional soil stabilization work consisting of seeding and mulching, may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost

Schedule.

- 1808 - Mulch materials conforming to the requirements of Subsections 1808a shall be furnished by the Purchaser in the amounts specified under Subsection 1811 and applied in accordance with Subsection 1812.
- 1808a - Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.
- 1809 - Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1810 - Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.
- 1811 - The Purchaser shall furnish and apply to approximately **0.55** acres designated for treatment as shown on the plans and as specified under Subsections 1802a and 1806a, a mixture of grass seed and mulch material at the following rate of application:

a. Two Stage:

Grass Seed	20 lbs./acre
Mulch	3,000 lbs./acre

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

- 1812 - The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans and as specified under Subsections 1802, 1802a, and 1806, a mixture of grass seed and mulch, material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.

Mulches shall be spread/placed in treatment areas to a depth of 1 inch to allow seed germination or as directed by the Authorized Officer. Treatment area will be covered evenly and completely. Mulch can be broadcast onto the soil surface by hand or with hand/mechanical operated spreaders.

- 1814 - The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock

surfaces as determined by the Authorized Officer.

- 1815 - The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b - Dry Method - Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.
- 1819 - The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 - Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.
- 1822 - No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 1824 - Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

ROADSIDE BRUSHING - 2100

- 2101 - This work shall consist of the removal of vegetation from the road prism - variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 - Roadside brushing may be performed mechanically with self powered, self-propelled equipment and/or manually with hand tools, including chain saws.
- 2103 - Vegetation cut manually or mechanically less than 6 inches in diameter at D.B.H. shall be cut to a maximum height of 3 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the 2 inch area will be severed from the trunk.
- 2103a - Vegetation shall be cut and removed from the road bed between the outside shoulder(s) and the ditch centerline and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. Limbs below the 1 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.

- 2104 - Trees in excess of 6 inch in diameter at D.B.H. shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism- variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 - Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet. whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2108 - Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 - Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.

Road No.	From M.P.	To M.P.	Total Miles	Type
34-2W-19.00	0.00	0.15	0.15	Scatter
34-2W-19.02	0.00	0.34	0.34	Scatter
34-2W-29.00 A1-B	0.00	2.55	2.55	Scatter

- 2114 - Sections of roadway to have vegetation removed will be marked at start and stop points with red-topped painted stakes.
- 2115 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 - Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

SPECIAL PROVISIONS

1. **DAMAGE:**
 - The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, at least as good as the condition just prior to such damage.
2. **DUST ABATEMENT:**
 - The application of dust abatement materials such as Lignin, Mag-chloride, or approved petroleum based dust abatement products shall be restricted from application just after severely wet weather, at stream crossings, or other locations that could result in direct delivery to a water body.
 - All dust abatement applications shall be approved by the Authorized Officer prior to application.
3. **WATER SOURCE:**
 - The Purchaser is responsible for obtaining water and associated rights and permits.
4. **EQUIPMENT**
 - Construction equipment shall be washed prior to entering BLM lands. Removal of all dirt, grease, and plant parts that may carry noxious weed seeds or vegetative parts is required. Equipment shall be inspected by CO prior to entering BLM lands. Provide 48 hours' notice of inspection to BLM prior to mobilization.
5. **SOIL STABILIZATION:**
 - All disturbed soil shall be seeded and mulched. Purchaser shall apply native grass seed and certified weed free straw mulch for soil stabilization operations. The Purchaser shall supply native seed and certified weed free straw. Native seed may be purchased from the BLM, if available.
6. **ROAD RENOVATION:**
 - Road renovation shall generally take place between May 15th and October 15th of the same year. Waivers may be granted from the Authorized Officer for working outside of this time period. Seasonal restrictions for stream work and wildlife may still apply.
 - Loose material cleaned from ditch lines and/or slide material shall not be sidecast or placed where it can enter wetlands, riparian reserves, floodplains, and waters of the State. Slide material and ditch material shall be hauled to the designated waste disposal site at milepost 0.34 on the 34-2W-19.02 road.

ROAD MAINTENANCE SPECIFICATIONS

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SECTION	DESCRIPTION	Page(s)
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3200	Seasonal Maintenance	3-3
3300	Final Maintenance	3-3
3400	Other Maintenance	4-5

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or as shown on the Exhibit D-2 map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
34-2W-19.00	0.15	BLM	NAT	BLM
34-2W-19.02	0.34	BLM	NAT	BLM
34-2W-29.00A1-A2	2.55	BLM	ASC	BLM

- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101 and 3104.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non- cleanup of the road prism shall not exceed the sum of one (1) mile at any time.

Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3103 - The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The purchaser shall perform logging road cleanup including removal of all harvesting debris from the road surface, ditches, and culvert catch basins.
- 3108 - The Purchaser shall avoid fouling gravel surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.

Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair

required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

- 3108a - The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the road(s) is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final harvest debris maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 and shall be executed in accordance with Subsection 3302 of this section.

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

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

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

OTHER MAINTENANCE - 3400

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

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

- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds³ of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road Number	From M.P.	to M.P.
34-2W-29.00 A1-A2	0.00	2.10

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

During drought periods when the transportation of water from the source to the roads noted above exceeds (15) miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering based on equipment rental rates from the current BLM Road Cost Guide.

- 3403a - During dry hauling conditions when watering is not required, the Purchaser can reduce hauling speeds and/or restrict the number of loads hauled to reduce dust as directed by the Authorized Officer on the following roads:

Road Number	From M.P.	to M.P.
34-2W-29.00 A1-A2	0.00	2.10

- Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.
- 3408 - Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.
 - 3409 - The Purchaser shall notify the Authorized Officer a minimum of (3) days in advance of application of required dust palliative.
 - 3410 - The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.

EXHIBIT D-2

SHEET 1 OF 1

RAMSEY SALVAGE
TIMBER SALE

TRACT NO. ORM05-TS-19-10

BLM OWNERSHIP

T.S. UNITS

BST ROAD

ROCKED ROAD

NATURAL SURFACE ROAD

PRIMITIVE ROUTE

PURCHASER MAINTENANCE

BLM MAINTENANCE



0 1

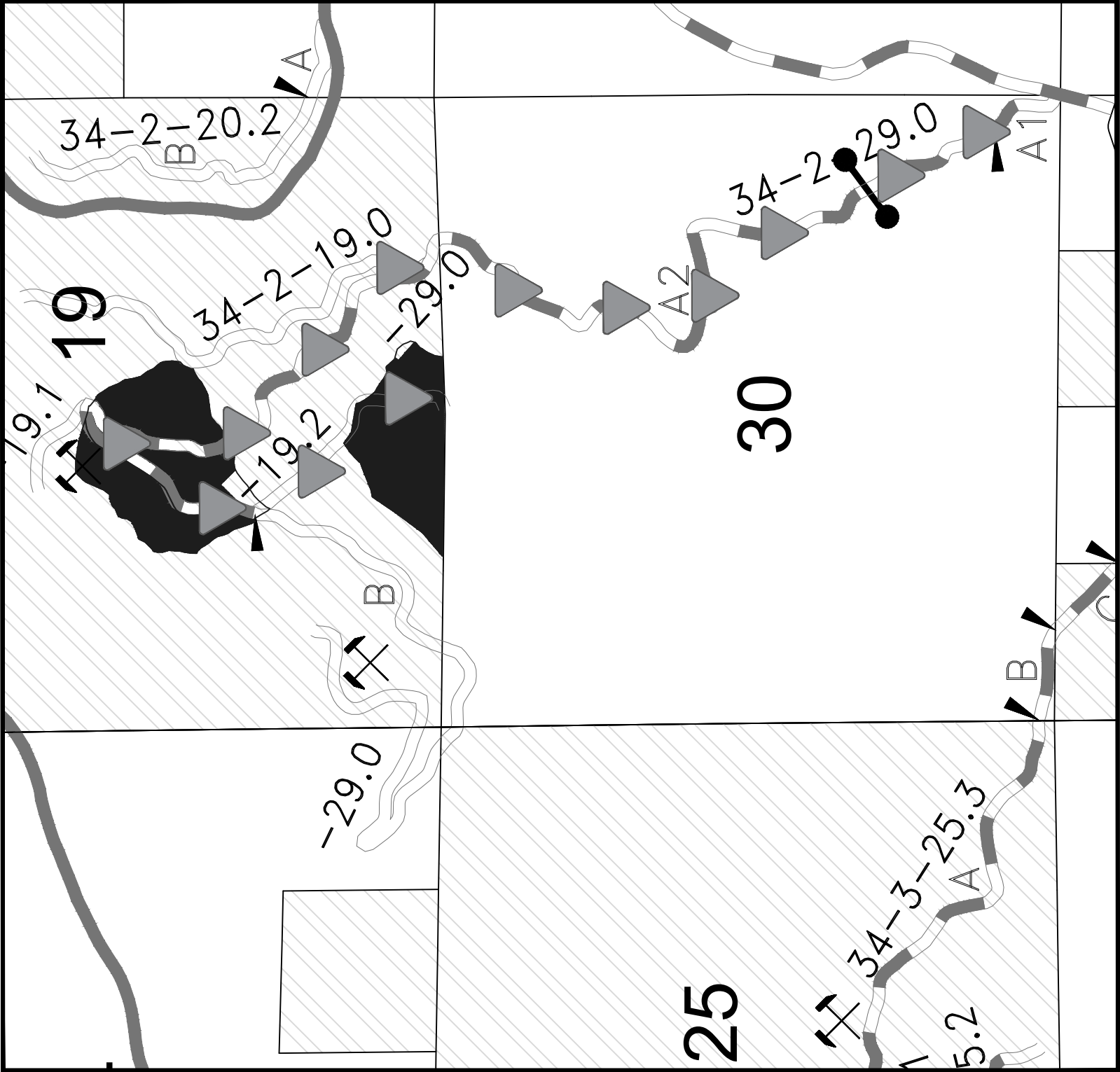


SCALE IN MILES

ALWAYS

THINK

SAFETY



+SELECTION CRITERIA-DESIGNATION BY PRESCRIPTION EXHIBIT F

Fire-affected trees would be selected for harvest based on their probability of mortality and whether or not they have succumbed to fire-induced mortality. The methodology for determining the probability of fire-induced mortality for affected trees is described in the United States Forest Service's (USFS) Marking Guidelines for Fire-Injured Trees in California (Smith & Cluck 2011) (Appendix 2), which provides guidelines for assessing post-fire characteristics and determining the likelihood of future mortality. Trees that do not fit the mortality criteria would be retained. All boundary and interior trees marked with orange paint and/or poster tags and large live hardwoods and live green conifers outside the probability of mortality level would be retained in designated salvage areas. The selection criteria would be utilized by the Purchaser to determine which trees to cut and which to retain. This appendix describes the condition of trees available for removal. Trees that would otherwise be retained based on the prescription may be removed to facilitate logging or for safety reasons. Units would also have a basal area retention requirement based upon the pre-harvest basal area. Trees that might otherwise be cut may be retained in order to meet this requirement.

Treatment Objectives:

- Recover economic timber value by selectively harvesting dead trees and those with a certain probability of mortality on BLM-administered lands and roads.
- Reduce fuel loads created by dead and dying trees on BLM-administered lands and roads.
- Facilitate reforestation opportunities (e.g. tree planting) by removing material occupying growing space.
- Retain trees that are likely to survive on the landscape.

Prescription:

Unit Number	Land Use Allocation	Total Acres	Harvest System	Approximate Pre-Harvest Basal Area (sq. ft.)	Post-Treatment Basal Area Retention (sq. ft.)
19-1A	HLB-UTA	8	Ground-Based	240	12
19-1B	HLB-UTA	6	Skyline-Cable	240	12
19-2	HLB-UTA	25	Skyline-Cable	220	11
19-3	HLB-UTA, DDR:TPCC	10	Ground-Based	180	9

- Fire-killed trees and those with $\geq 40\%$ probability of mortality (P_m) would be selected for harvest.

- Pm would be determined by assessing the percent crown length killed or the percent crown volume killed, as defined in Appendix 2, USFS Marking Guides for Fire-Injured Trees in California (Smith and Cluck 2011) (See Table 1). Figure 1 illustrates trees at varying percentages of crown length scorch.
- If a retention snag needs to be fallen for safety concerns, another snag of similar size would be retained in substitution.

Pm = 0.40	Ponderosa Pine	
	DBH	Percent Crown Length Killed
	10 - 29"	45
	30 - 40"	15
	>40 - 50+"	5
	Incense Cedar	
	DBH	Percent Crown Length Killed
	10 - 60+"	80
	Sugar Pine	
	DBH	Percent Crown Length Killed
	10 - 60+"	50
	Douglas-fir	
	DBH	Percent Crown Length Killed
	4 - 40+"	55
	White fir	
	DBH	Percent Crown Length Killed
	10-35"	70
	35-60+"	50

Table 1. Crown Scorch Levels for 40% Probability of Mortality (Pm)

The Purchaser would make selections based on the following criteria to determine which trees they would not harvest and when to remove excess hardwood material:

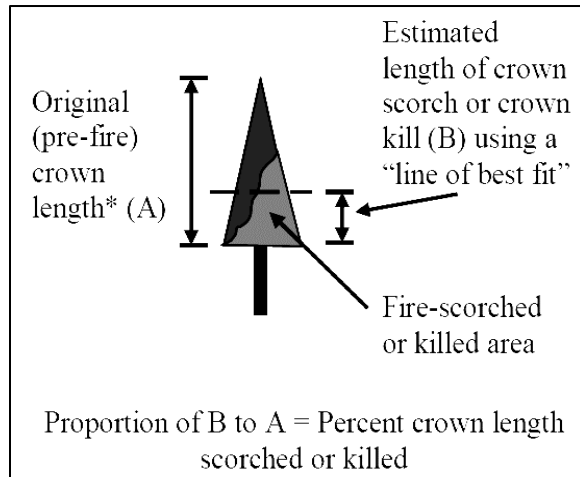
Leave tree characteristics:

- Conifer trees with less than a 40% Pm (see Table 1).
- Orange-marked trees (typically trees used to delineate the unit boundary or special retention zone boundary).
- All non-hazardous live and dead hardwoods (≥ 8 inches DBH).
- Standing cull trees.
- Snags with prominent structural complexity and defect such as broken or forked tops and large limbs that provide wildlife habitat benefit.
- Retain cull material and existing Down Woody Material (DWM) to the extent possible.

Before cutting and removing any trees necessary to facilitate logging in all salvage harvest areas, the operator would identify the following locations in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan:

- skid trails,
- cable yarding roads,
- tailhold, tieback, guyline, lift, intermediate support, and
- danger trees on the ground

Figure 1. Crown Scorch Ocular Estimation Guide



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sale: Ramsey Salvage
Sale Date: 04-25-2019
Prep. By : Brown
Tract No: M05-TS-2019-10

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/522 MBF = \$0.00/MBF

Road Maintenance Obligation:

(2.1) BLM Maintenance		\$1,314.43
(2.2) BLM Rockwear	\$798.66	
(5.1) Purchaser Maintenance Rockwear	<u>\$0.00</u>	
Total Rockwear Payable to BLM		\$798.66
(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>\$2,113.09</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)	\$1,891.44
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)	<u>\$1,891.44</u>

(2.1-5.2G) Cost (\$2,113.09 + \$1,891.44) = \$4,004.53
Cost/MBF \$4,004.53 / 522 MBF = \$7.67/MBF \$7.67/MBF

(5.2H) Decommissioning \$0.00

(5.2H) Cost/MBF \$0.00/522 MBF = \$0.00/MBF

(2.1-5.2H) Cost (\$2,113.09 + \$1,891.44 + \$0.00) = \$4,004.53

Total Cost/MBF (Excluding Road Use) \$4,004.53/522 MBF = \$7.67/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	
34-2W-29.00	N AGG	2.55	0.95	522	\$1,264.55	0.60	522	\$798.66	
34-2W-19.00	N NAT	0.15	0.95	10	\$1.43	0.00	10	\$0.00	
34-2W-19.02	N NAT	0.34	0.95	150	\$48.45	0.00	150	\$0.00	

(2.1) Subtotal \$1,314.43

(2.2) Subtotal \$798.66

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1)					ROCKWEAR (3.2)				
Agrmnt	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 (Log)	Vol (mbf)	Fee x MBF/MI =	Cost
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(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	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
	1.00	5	0.2		20		1		4
Load & Haul =			1.0		10		1		10
Return trip =			1.0		10		1		10
Total Hours =			24						

Truck Cost: \$78.81/Hr. x 24.0 Hours = \$1,891.44

(5.2E) Total \$1,891.44

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

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Ramsey Salvage Sale Date: 04-25-2019

Road Number: 34-2W-19.00 Road Name: Hull Mt Lower Sspur

Road Renovation: 0.15 mi 15 ft Subgrade 3 ft ditch

200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$159.05
Blading 0.15 mi	
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (Manual):0.1 acres	\$132.67
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$102.09 Surf. \$0.00.....	\$102.09
Quarry Development:	\$0.00
Total:	\$393.81

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are loose cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Ramsey Salvage Sale Date: 04-25-2019

Road Number: 34-2W-19.02 Road Name: Hull Mt Rock Pit Sp

Road Renovation: 0.34 mi 15 ft Subgrade 3 ft ditch

200 Clearing and Grubbing: 0.2 acres	\$511.72
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$3,727.21
Blading 0.34 mi	
Slide Removal 120 cy	
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$310.61
Includes Small Quantity Factor of 1.57	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (Manual):0.3 acres	\$398.02
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,731.44 Surf. \$0.00.....	\$1,731.44
Quarry Development:	\$0.00

Total: \$6,678.99

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are loose cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Ramsey Salvage Sale Date: 04-25-2019

Road Number: 34-2W-29.00 Road Name: Hull Mountain Road

Road Renovation: 2.55 mi 15 ft Subgrade 3 ft ditch

200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$6,680.49
Blading 2.55 mi	
Slide Removal 250 cy	
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$258.84
Includes Small Quantity Factor of 1.57	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (Manual):2.5 acres	\$1,658.40
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$3,008.86 Surf. \$0.00.....	\$3,008.86
Quarry Development:	\$0.00

Total: \$11,606.60

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are loose cubic yards.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of Construction Quantities

T.S. Contract Name: Ramsey Salvage Sale Date: 04-25-2019

Road Number	Const	Improv	Renov	Decomm	Temp
34-2W-19.00			7.92		
34-2W-19.02			17.95		
34-2W-29.00			134.64		
Total Sta:			160.51		

200 Clearing and Grubbing	Clearing acres
34-2W-19.00	0.0
34-2W-19.02	0.2
34-2W-29.00	0.0
Totals:	0.2

300 Excavation	Excav LCY.s	Haul sta-yds	Haul yd-mi
Totals:	0	0	0

400 Drainage

Road Number	Culvert	Polypipe	Downspout
Total Drainage:			
Totals:	No Quantities		

500 Renovation	Blade Miles	Slide cy
34-2W-19.00	0.15	0
34-2W-19.02	0.34	120
34-2W-29.00	2.55	250
Totals:	3.04	370

34-2W-19.02 Slide Removal	34-2W-19.02	
Excavator -Small (1.5 CY)		6 hr
Dump Truck 10 cy		6 hr
Landing Const/Waste Disposal S	34-2W-19.02	
Chainsaw		6 hr
Excavator -Small (1.5 CY)		6 hr
Tractor: D7 with rippers		4 hr
Repair burnt stump MP0.54	34-2W-29.00	
Excavator -Small (1.5 CY)		1 hr
Dump Truck 10 cy		1 hr
Tamper - handheld		3 hr
Backhoe		1 hr
Seg A2 slide Removal (250CY)	34-2W-29.00	
Excavator -Small (1.5 CY)		16 hr
Dump Truck 10 cy		16 hr
Tree Removal along road	34-2W-19.02	
Chainsaw		6 hr

Continuation of Construction Quantities

Excavator -Small (1.5 CY) 6 hr

Surfacing (Loose Cubic Yards)

Note: Due to slight rounding differences between total LCY vs. subtotaled LCY,
Totals shown here may not be exactly as shown in the road summaries and worksheets.

1300 Geotextiles

Totals: No Quantities

1400 Slope Protection

Totals: 0 cy

Totals: 0

1800 Soil stabilization - acres	Dry W/O Mulch	Dry/with Mulch	Hydro Mulch
34-2W-19.02	0.0	0.3	
34-2W-29.00	0.0	0.3	

Totals: 0.0 0.6 0.0

Small Quantity Factor of 1.57 used

1900 Cattleguards

Totals: No Quantities

2100 RoadSide Brushing	acres
34-2W-19.00 - Manual Brushing	0.1
34-2W-19.02 - Manual Brushing	0.3
34-2W-29.00 - Manual Brushing	2.5

Totals: 2.9

2300 Engineering stations

Totals: 0.00

2400 Minor Concrete

Totals: No Quantities

2500 Gabions

Totals: No Quantities

8000 Miscellaneous

Totals: No Quantities

(C) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) R-1: The Purchaser shall renovate all roads and structures in strict accordance with the plans and specifications shown on Exhibit C and Exhibit D, which is attached hereto and made a part hereof.
- (2) R-1a: Any required renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- (3) R-2: The Purchaser is authorized to use the roads listed and shown on Exhibit D-2 for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(C)(5). Any road listed on Exhibit D-2 and requiring renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
34-2W-19.00	0.15	BLM	NAT	BLM
34-2W-19.02	0.34	BLM	NAT	BLM
34-2W-29.00A1-A2	2.55	BLM	ASC	BLM

- (4) R-2a: With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of road(s) 34-2W-19.00, 34-2W-19.02, and 34-2W-29.00A1-A2 included in Section 42(C)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (5) R-2d: The Purchaser shall pay a road maintenance and rockwear fee of \$1.55 per thousand board feet log scale per mile for the use road number 34-2W-29.00 A1-A2 and shall pay a road maintenance fee of \$0.95 per thousand board feet log scale per mile for the use of road numbers 34-2W-19.00 and 34-2W-19.02. **The Purchaser will be required to label, with a permanent marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The

Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance (and rockwear) payment due, such excess shall be returned to the Purchaser after such determination is made.

- (6) R-2f: The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (7) R-3c: The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, 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.
- (8) 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.

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

The Purchaser shall be responsible for 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.

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 ORM05-TS-2019.0010
Sale Name Ramsey Canyon Salvage (Reoffer)
Sale Notice (dated) 5/1/2019
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$ **3,100.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States
Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	398	X	=	X	=
Ponderosa pine	MBF	80	X23.70	=\$1,896.00	X\$23.70	=\$1,896.00
Sugar pine	MBF	44	X22.90	=\$1,007.60	X\$22.90	=\$1,007.60
			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"/>	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.