PROSPECTUS

Lump Sum Sale

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-18-03 June 28, 2018 (DES)

#2. Pickett Up Timber Sale, Josephine County, O&C BID DEPOSIT REQUIRED: \$13,100.00

All timber designated for cutting in NE1/4, E1/2NW1/4, N1/2SE1/4,T. 35S., R. 7W., Section 33 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
3,131	357.6	Douglas-fir	443.0	293.40	\$129,976.20
32	4.5	ponderosa pine	6.0	\$40.30	\$241.80
63	3.5	sugar pine	4.0	\$81.80	\$327.20
3,226	365.6	Totals	453.0		\$130,545.20

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

<u>TIMBER AUCTION LOCATION</u> – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 NE Spalding Avenue Grants Pass, Oregon, at 9 a.m. on Thursday, June 28th, 2018.

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

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

Approximately 0 trees which are considered to be nonmerchantable are designated for cutting. With respect to merchantable trees of all conifer species: the average tree is 13.7 inches DBHOB; the average gross merchantable log contains 49 bd. ft.; the total gross volume is approximately 502 M bd. ft; and 90% recovery is expected. (Average DF is 13.7 inches DBHOB; average gross merchantable log DF contains 50 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under

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

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.

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

CUTTING AREA - Two (2) units containing fifty-four (54) acres must be partial cut.

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

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

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 2.64 miles of existing BLM road. The BLM will maintain 1.50 miles of existing BLM roads. The Purchaser will be required to pay a maintenance and rockwear fee of \$1,290.79 for the use of these roads listed in the contract.

<u>ROAD CONSTRUCTION</u> - The contract will require the Purchaser to renovate 139.39 stations of existing BLM road. Additional information is available in the timber sale prospectus.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, road construction, temporary route construction, temporary route reconstruction, or temporary route and landing decommissioning in all Harvest Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver and are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

<u>EQUIPMENT REQUIREMENTS</u> - A yarding tractor not greater than nine (9) feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder with a medium (42-54 foot) tower; capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul; capable of multi-span; and capable of an external yarding distance of eight hundred (800) feet slope distance. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty-six (36) inches apart and

capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes and utilized skid roads within Riparian Reserves and regeneration harvest units.

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

LOP AND SCATTER all slash in units 33-2 and 33-3 (cable portion) concurrently with normal felling operations. MACHINE PILE AND BURN all slash reachable from designated skidtrails located in Harvest Units 33-2 and 33-3 (tractor portion). Perform BROADCAST BURNING on unit 33-2. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed forty-seven (47) acres of lop and scatter, four and one quarter (4.25) acres of machine pile, cover, burn, and mop-up machine piles, two and three quarter (2.75) acres of pile, cover, burn, and mop-up landing decks, eight thousand five hundred twenty-two feet (8,522) fire line construction, and forty-seven (47) acres of broadcast burning.

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

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

OTHER -

- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. In cable yard and hand felled ground based harvest units shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer.
- 4. A harvester, feller-processor, or feller-buncher with purpose built carriers with boommounted felling heads and a boom with a minimum lateral reach of twenty (20) feet may be used in the ground based units. See the Pickett Up Special Provisions for full ground based harvesting restrictions.
- 5. Cable corridors that are hydrologically connected; or are perpendicular to and within one hundred eighty-five (185) feet of streams shown on Exhibit A shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.

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

To access units 33-2 and 33-3: From Grants Pass, take Interstate 5 northbound. Take exit 61 to Merlin. At off ramp turn left onto Merlin Road, Merlin Road will become Galice Road, turn left onto Robertson Bridge Road. Turn right on Lower River Road. Go over Robertson Bridge and turn right at the stop sign onto Pickett Creek Road, turn left onto West Pickett Creek Road. Units are accessible via BLM roads.

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

PICKETT UP TIMBER SALE

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

- Sec. 41. TIMBER RESERVED FROM CUTTING The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.
- (A) <u>AR-1</u> All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) IR-1 Approximately five hundred sixty-eight (568) Douglas-fir, four hundred-seven (407) Oregon white oak, two hundred eighty-seven (287) sugar pine, one hundred-nine (109) ponderosa pine, seventy two (72) pacific madrone, forty six (46) snags and four (4) incense cedar marked with orange paint above and below stump height in the Harvest Area shown on Exhibit A (Trees marked as above may not be cut under Section 42(13) unless specifically approved in advance by the Contracting Officer.).
- (C) <u>IR-13</u> All snags and hardwoods in the Harvest Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All snags felled for safety reasons shall be retained on site. Hardwoods not marked with orange paint above and below stump height, which are found to restrict yarding operations, may be yarded to the landing, as approved by the Authorized Officer. Hardwood logs would be decked separately and left on site.
- (D) IR-14 All pre-existing dead and down logs in the Harvest Area shown on Exhibit A.

Section 42

(A) <u>LOGGING</u>

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- (2) <u>L-2</u> Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) <u>L-4</u> All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) <u>L-8</u> In cable yard and hand felled ground based harvest units shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs or the resulting continuous slash depth is expected to exceed eighteen (18) inches as determined by the Authorized Officer. If excessive stand damage occurs or continuous slash depth is expected to exceed eighteen (18) inches, all trees shall be bucked into log lengths not to exceed forty one (41) feet prior to being yarded.
- (5) <u>L-10</u> In the Harvest Area shown on Exhibit A, all trees designated for cutting shall be directionally felled away from streams, unit boundaries and resource buffers. Use of jacks, wedges, and/or tree pulling with cables or lines shall be employed when necessary to meet this requirement.
- (6) <u>L-12</u> In the Harvest Area shown on Exhibit A, Yarding shall be done in accordance with the yarding requirements or limitations for the designated area listed below.

Designated Area	Yarding Requirements or Limitations		
Ground Based Harvest Units	Mechanized harvesting operations are optional. All ground-based harvest units may be manually felled.		
33-2, 33-3	Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less.		
	Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(A)(11) of this contract.		
	The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.		
	The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer. If Purchaser is required to create slash to walk on, then Purchaser shall not be required to whole-tree-yard.		
	Yarding tractor width shall not be greater than nine (9) feet track width and shall be equipped with an integral arch.		
	Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.		
	New skid roads must be located on ground less than thirty-five (35) percent slope. Rehabilitate all utilized skid roads that are within one hundred eighty-five (185) feet of streams.		

Designated Area	Yarding Requirements or Limitations		
Ground Based	Existing skid roads shall be used when possible. Skid		
(Tractor) Yard Units	roads shall not exceed a width of twelve (12) feet on		
Cont.	average per unit and new skid roads shall be placed at		
	least one hundred fifty (150) feet apart where topography		
33-2 and 33-3	will allow, unless the Purchaser proposes an alternate		
	logging plan that limits soil compaction to less than		
	twelve (12) percent, limits soil productivity loss to less		
	than five (5) percent of the harvest unit, and is approved		
	by the Authorized Officer.		
	Landing size shall not exceed one-half (1/2) acre, shall be located along existing roads and/or cable-tractor swing routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.		
	The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.		

Designated Area	Yarding Requirements or Limitations		
Cable Yard Units 33-3	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 seven hundred (700) feet slope		
	distance. A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy five (75) feet.		
	Yarding corridors will be perpendicular to the contours and located outside of all buffers shown on Exhibit A.		
	Prior to falling any timber in the unit, all tail/lift trees and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer.		
	Yarding corridor widths shall not exceed six (6) feet either		

side of the skyline centerline.

Existing cable corridors shall be used whenever possible. Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds.

Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads and/or cable-tractor swing routes within unit boundaries where possible, and shall be approved by the Authorized Officer. Short purchaser spurs into units may be necessary to achieve one-end log suspension. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.

Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.

Cable corridors that are hydrologically connected; or are perpendicular to and within one hundred eighty-five (185) feet of streams shown on Exhibit A shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.

Skyline equipment shall be capable of yarding in a multispan configuration.

In units 33-3 the Purchaser shall be allowed to use a tractor on slopes less than 35% within the cable portion of the unit. Tractor shall be equipped with an integral winch and capable of pulling line one hundred-fifty (150) feet which will suspend one end of the log clear of the ground during inhaul, as approved by the Authorized Officer.

- (7) <u>L-14</u> No falling, yarding or loading is permitted in or through the Reserve Area, unless otherwise approved by the Authorized Officer.
- (8) <u>L-14</u> No falling, yarding or loading is permitted in or through the streams, seeps, wetlands, or resource buffers shown on Exhibit A.
- (9) <u>L-14</u> No falling or yarding is permitted in or through the mining ditches in unit 33-3 except in locations approved by the Authorized Officer. Logs shall be placed in ditches during logging to protect ditch walls. Crossings shall be cleaned out and reconstructed after harvest as shown on Exhibit A.

- (10) <u>L-16</u> No newly constructed landings shall be located within three hundred (300) feet of plant site locations shown on Exhibit A. Use of previously constructed landings located within one hundred (100) feet of plant site locations, shown on Exhibit A, shall not be permitted.
- (11) <u>L-19</u> No mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, machine piling or non-emergency road maintenance shall be conducted in the sale area units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (12) L-19 No haul shall be conducted in the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (13) <u>L-24</u> Before cutting and removing any trees necessary to facilitate logging in the Harvest Area shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
 - (a) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees,

however, unless otherwise approved in writing by the Contracting Officer, the width of each skid road, and/or cable yarding road shall be limited to twelve (12) feet.

- (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with pink paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(e) of the contract.
- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may

issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (f) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint, and/or applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (14) <u>L-33</u> Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties in the Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

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

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

Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

(B) ROAD CONSTRUCTION, MAINTENANCE, AND USE

- (1) <u>R-1</u>: The Purchaser shall renovate and maintain all roads listed for use under this contract in accordance with the plans and specifications shown within Exhibits C and Exhibits D, which is attached hereto and made a part hereof.
- (2) <u>R-1a</u>: Any required renovation of 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) <u>R-1c</u>: The Purchaser shall not commence work on road renovation until receipt of written notice to do so from the Authorized Officer. Work shall commence no later than 5 days after such notice, and shall be completed within 2 years after such notice.
- (5) R-2: The Purchaser is authorized to use the roads listed below and as shown on Exhibit C and Exhibit D for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(B)(6). Any road listed on Exhibit C and Exhibit D and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length in Miles	Road Control	Surface Type	Maintenance Responsibility
35-7-27.0(A-B)	1.50	BLM	BST	BLM
35-7-27.0(C)	1.01	BLM	ASC	Purchaser
35-7-33.4	1.13	BLM	ASC	Purchaser
35-7-33.5	0.50	BLM	GRR	Purchaser
Total	4.14 miles			

(6) R-2b: The Purchaser shall pay the Government a road maintenance and rockwear fee of **one thousand two hundred nine ty and 79/100 dollars** (\$1,290.79) for the transportation of timber included in this contract price over roads listed in Section 42(B)(5). The above amount is for the use of 4.14 miles of road or less. The total road maintenance and rockwear fee exceeds five hundred and no/100 dollars

(\$500.00), therefore the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.

- R-2e: The Contracting Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance and rockwear fees for the particular surface type of the roads involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 42(B)(5). If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.
- (8) <u>R-2f</u>: The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (9) R-3c: The Purchaser agrees that if they elect to use any other private road(s), which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (10) R-4: The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

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

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

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

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

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

(C) ENVIRONMENTAL PROTECTION

- (1) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.

- (c) Only equipment inspected by the BLM would be allowed to operate within the 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) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (5) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (6) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are

properly placed and maintained during use and periods of non-use when utilizing landings, skid tails, cable-tractor swing routes or temp routes that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines. Any project-related activity would be suspended if conditions develop that cause a potential for sediment laden runoff to enter a wetland, floodplain or waters of the state. Operations can resume when sediment control devices are in place and conditions allow turbidity standards to be met.

- (7) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize temporary routes, landings, hydrologically connected corridors, skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (8) <u>E-1</u> In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate all ground based skid trails utilized within one hundred eighty-five (185) feet of streams, all temporary routes, cable-tractor swing routes, and all landings outside of the road prism by one of the following methods:
 - (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
 - 1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.
 - 2. Rip to a depth of twelve (12) inches, and no further than thirty-six (36) inches apart.
 - 3. Ripping will occur prior to the end of the operating season.
 - 4. Any step landings shall be re-contoured following use, prior to the end of the operating season.
 - (b) If the Authorized Officer deems ripping will cause an unacceptable amount of damage to the root systems of residual trees the Purchaser shall

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

Rehabilitation of temporary routes less than 0.25 miles in length shall occur prior to October 15 of the same operating year.

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

- (9) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.
- (10) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, upon completion of skidding, pull vegetation over and block skid trails if unauthorized off-highway vehicles (OHV) are identified utilizing the skid trails.
- (11) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C6-1 which is attached hereto and made a part hereof.
- (12) <u>E-3</u> The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Contracting Officer that:
 - (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (b) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

- (e) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - 1. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - 2. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

restore the First Installment to the full amount shown in Section 3(b) of the contract within 15 days after the bill for collection is issued, subject to Section 3(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

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

(1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by three hundred thirty-nine dollars and seventy-five cents (\$339.75). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of three hundred thirty-nine dollars and seventy-five cents (\$339.75) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(E) <u>FIRE PREVENTION</u>

- (1) <u>F-1</u> <u>Fire Prevention and Control.</u> Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer and the State of Oregon Department of Forestry.
 - (b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger:
 - 1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - 2. F-2b At each landing or such other place as the Authorized Officer shall designate during periods of operation one (1) tank truck of three hundred (300) gallons or more capacity with a minimum of five hundred (500) feet of 1½ inch hose (must be adequate length to reach 200 feet beyond active work sites), six (6) 1½ inch wyes, six (6) 1½ inch to 1 inch reducers, three (3) 1½ inch nozzles and three (3) 1 inch nozzles. One (1) three hundred (300) gallon fire engine may be substituted for each required 300 gallon tank truck,

provided that the total capability to pump and deliver water Each fire engine / tank truck shall be remains unchanged. equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire/tank trucks shall be filled with fuel and made ready for immediate use. All fire/tank trucks shall be filled with water and made available for immediate use.

- 3. <u>F-2c</u> Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watchman service is required.
- 4. <u>F-2d</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.
- 5. <u>F-2f</u> A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.
- 6. <u>F-2f</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- 7. <u>F-2g</u> A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Authorized Officer and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each bucker using a power saw on the contract area. Such fire

extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Authorized Officer.

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

(F) SLASH DISPOSAL

- (1) <u>SD-1 Fire Hazard Reduction</u>. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
 - (a) SD-1a LOP AND SCATTER all slash in unit 33-2 and the cable portion of unit 33-3 beyond the machine pile treatments concurrently with normal felling operations. All top and side branches must be free of the central stem so that such stem is reduced to the extent that it is within eighteen (18) inches of the ground at all points. Slash includes woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract. Lop and scatter shall be completed in accordance with Exhibit S as directed by the Authorized Officer
 - 1. All slash shall be arranged in a discontinuous pattern across the forest floor.
 - 2. All slash shall be lopped to no more than eight (8) feet in length.

- (b) SD-1b MACHINE PILE AND BURN all slash located within one hundred (100) feet of road 35-7-33.4 where the road coincides with the cable portion of the harvest unit boundary in unit 33-3. Machine pile and burn all slash located in ground based portions of unit 33-3. Slash shall be piled by machine. Piling shall be completed in accordance with Exhibit S as directed by the Authorized Officer. Finished piles shall be tight and free of earth.
 - 1. The BLM will prepare a fire burn plan. The purchaser shall obtain smoke clearance before ignition of piles.
 - 2. Slash includes woody material (brush, limbs, tops, unmerchantable stems, or chunks severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.
 - 3. All equipment shall be approved by the Authorized Officer. Piling shall be accomplished using a track mounted hydraulic excavator or equivalent with at least a five (5) tooth brush rake. The excavator shall have a minimum reach of twenty (20) feet. The excavator shall be equipped with a hydraulic thumb or rotating controllable grapple head. Finished piles shall be tight and free of dirt and other non woody debris.
 - 4. Machine piling operations are limited to existing skid trails in ground based units; to slopes less than thirty-five (35) percent slope; and to seasonal restrictions described in Sec. 42(A)(12)(l-19).
 - 5. Machine piles shall be constructed as compactly as possible. There should be an adequate supply of fine fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Completed piles shall be free of projecting limbs or slash which would interfere with adequate covering of the piles.
 - 6. Machine piles shall be adequately covered with a cap of ten (10) feet by ten (10) feet of four (4) millimeter black polyethylene plastic. The plastic shall be held in place with woody debris or tied with rope or twine to ensure coverage. Coverage shall be completed when piles are constructed, or as directed by the Authorized Officer.
 - 7. All areas that are identified in Exhibit A for ground base yarding that cannot be machine piled would be hand piled.

- 8. Machine piles will be burned within eighteen (18) months of harvest completion.
- 9. Machine piles shall not be placed within fifteen (15) feet of snags, stumps, reserve trees or large woody debris.
- 10. Machine piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
- 11. The purchaser shall burn one hundred (100) percent of machine piles with a minimum consumption of ninety (90) percent.
- 12. The Purchaser is required to furnish the fuel and equipment for machine pile burning.
- (c) <u>SD-1c</u> LANDINGS Within twenty (20) feet of the edge of each landing pile, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than two (2) feet in length shall be piled within fourteen (14) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located off of the driving surface of roads and at least fifteen feet (15) from any Reserve Tree and/or as directed by the Authorized Officer.

Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by constructing a fireline by hand or machine approximately eighteen (18) inches wide and down to mineral soil around each pile to prevent escaped fire. Cover piles with large enough piece of four (4) millimeter thick black plastic to ensure a dry ignition spot, generally ten (10) foot by ten (10) foot. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

- 1. Landing piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
- 2. Landing piles will be burned within eighteen (18) months of harvest completion.

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

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

(a) For Igniting and Burning Machine Pile Unit 33-3

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

(b) Mop-up of Machine Pile Unit 33-3

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

(c) For Igniting and Burning Landing Piles in Units 33-2 and 33-3

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

promulgated pursuant to those statutes. Truck and tank shall be in good working order and shall be filled with water.

(d) For Mop-up Landing Piles in Units 33-2 and 33-3

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

(e) For Igniting and Holding Underburn Unit 33-2

- 1. One (1) person to supervise crews and equipment operators, and to serve as Purchaser's representative.
- 2. Two (2) crews with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
- 3. One (1) tractor/dozer operator.
- 4. Three (3) tank truck drivers.
- 5. One (1) tractor (Caterpillar D6 or equivalent) equipped with straight solid blade.
- 6. Three (3) tank trucks. Each truck shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of hose

and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Truck(s) and tank(s) shall be in good working order and shall be filled with water.

- 7. Sixteen (16) drip torches, Forester Sealtite, or equivalent.
- 8. Hand ignition with drip torches is required in underburn units.
- 9. All ignition personnel will be directly supervised by a BLM representative.

(f) For Mop-up of Underburn Unit 33-2

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

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

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

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

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

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

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

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

up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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

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

- (3) <u>SD-4 Logging Residue Reduction</u>. In addition to the requirements of Secs. 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measures required by this contract:
 - (a) Perform UNDERBURNING in unit 33-2 as shown on Exhibit S.
 - 1. Underburn units shall follow the Resource, Prescribed Fire Objectives and Constraints (Element 5 Objectives) for each underburn unit as outlined in Prescribed Fire Burn Plan and as directed by the Authorized Officer or BLM representative.
 - 2. Smoke clearance will be obtained the day prior to planned ignition for all burn units.
 - 3. Prescribed burning shall be conducted in a manner that will minimize damage to reserve trees, duff, soil, and to avoid loss of large/coarse woody debris and will be consistent with ecosystem management objectives out-lined in the burn plan.
 - 4. Firelines will be constructed by hand mineral soil to a minimum of eighteen (18) inches wide and a maximum of three (3) feet wide.

- 5. Slash shall be dispersed in a discontinuous pattern a minimum of fifteen (15) feet away from the fire line within or outside the unit boundary as directed by the Authorized Officer or BLM representative.
- 6. Perform fuels pullback on reserve/leave trees and snags twelve (12) inches D.B.H.O.B. and greater shall have the slash cleared from around each bole. Clearing around the tree/snag to the following: all surface fuels from the bole of the tree out to the dripline plus one (1) foot wide area; aerial fuels from a two (2) foot wide area, eight (8) feet in height. Material greater than three (3) inches diameter within the clearing zone shall be rolled at least four (4) feet from the bole. Duff and litter may be removed such that the depth is six (6) inches or less. Clearing shall include removing ladder fuels eight (8) feet up the bole of the tree/snag.
- 7. Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.
- 8. Fire lines shall be constructed within thirty (30) days of notification by the Authorized Officer. Water bars shall be constructed and maintained on the fire lines to the satisfaction of the Authorized Officer.
- 9. The Purchaser is required to furnish the fuel and equipment for underburning.
- 4) <u>SD-5</u> The Purchaser shall perform logging residue reduction and site preparation work on approximately fifty-four (54) acres of harvest area located in Harvest Unit Nos. 33-2 and 33-3 as shown on Exhibit A.
 - (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Lop and Scatter	\$42.00
Machine Pile and Cover	\$375.00
Machine Pile Burn and Mop-up	\$28.00
Cover and Burn Landing Decks	\$56.00
Fire line Construction	*\$.80/LF
Underburning	\$200.00

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

			Total Cost
Appraised Treatment	Acres	Cost/Acre	Per Treatment
Lop and Scatter	47.00	\$42.00	\$1,974.00
Machine Pile and Cover	4.25	\$375.00	\$1,593.75
Machine Pile Burn and Mop-up	4.25	\$28.00	\$119.00
Cover and Burn Landing Decks	2.75	\$56.00	\$154.00
Fire line Construction	8,522 Linear Feet	*\$.80/LF	\$6,817.60
Underburning	47.00	\$200.00	\$9,400.00
Total Appraised Cost			\$20,058.35

- (c) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(F)(4)(SD-5)(a) differs from twenty thousand fifty-eight and 35/100 dollars (\$20,058.35), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(F)(4)(SD-5)(a).
- (d) Lop and scatter shall be done in accordance with Section 42(F)(1)(a)(SD-1a), machine pile and machine pile burning shall be done in accordance with Sections 42(F)(1)(b)(SD-1b) and 42(F)(2)(SD-2)(a&b), machine pile and burn landing decks shall be done in accordance with Sections

42(F)(1)(d)(SD-1c) and 42(F)(2)(SD-2)(c&d), fire line construction shall be in accordance with Section 42(F)(3)(SD-4)(a), underburning and mopup will be in accordance with Sections 42(F)(2)(SD-2)(e&f) and 42(F)(3)(SD-4)(a).

(G) LOG EXPORTS

(1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (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 (834) inches in thickness or less; (6) shakes and shingles.

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

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

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

(f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

PICKETT UP SPECIAL PROVISIONS

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.

Pickett Up T.S. Seasonal Restriction Matrix ORM07-TS-18-03

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

period, and until road surface is sufficiently dry to prevent any of the above conditions from reoccurring Hauling on natural surface or rocked roads would not resume for a minimum of 48 hours following any storm event that results in ½ inch or more precipitation within a 24 hour increase in stream turbidities, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events. ribbons; continuous mud splash or tire slide; fines being pumped through road surfacing from the subgrade and resulting in a layer of surface sludge; road drainage causing a visible rocked or natural surface roads when water is flowing in the ditchlines or during any conditions that would result in any of the following; surface displacement such as rutting or Dry Condition Haul Waiver Required = Loading and hauling, and road maintenance (including blading of aggregate roads, rocking, and cross drain installation) would not occur on

Ditch Maintenance= Is allowed during the dry season, generally May 15th through October 15th.

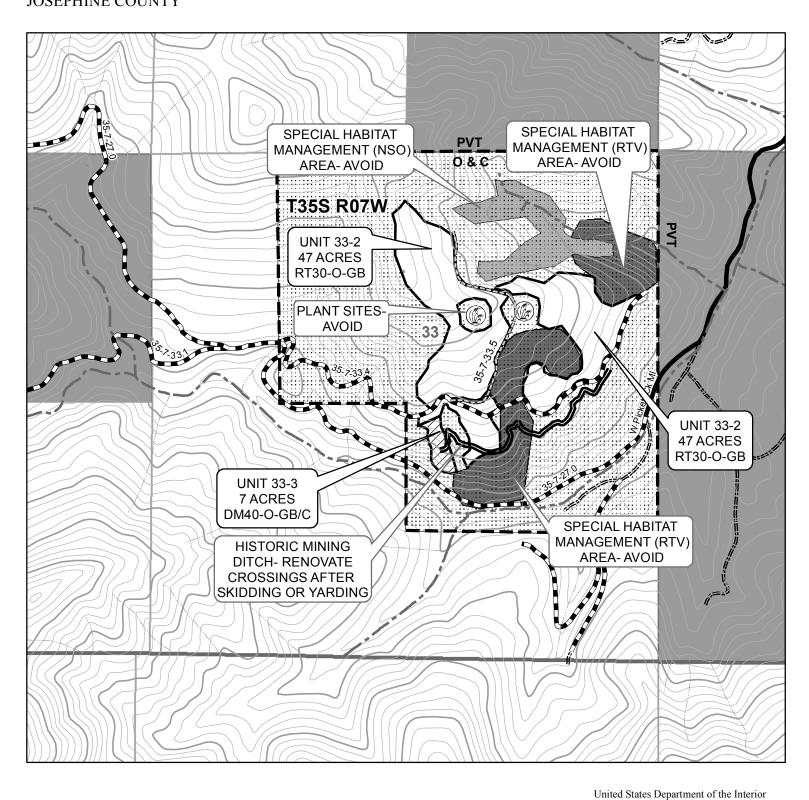
a depth of 4-6 inches is wet enough to maintain form when compressed, or when soil moisture at the surface would readily displace, causing ribbons and ruts along equipment tracks These conditions are generally found when soil moisture at a depth of 4-10 inches is between 15-25% depending on soil type Dry Condition Yarding and Temporary Route work = Ground-based harvesting and yarding, temporary route work, and rehabilitation activities would not occur when soil moisture at

		Jan		Fe	b	Feb Mar	ar	Ар	Apr May Jun	Ma	Y	Jui	ר	Jul		Aug		Sep	ō	Oct		Nov		Dec	5
Sale Area	Activity	1 15 1 15 1 15 1 15 1 1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15 1	1	1 15 1	1	1 15	1	15
	Manual Falling and Bucking*																								
	Cable Yarding*																								
Cable & ground	Cable & ground Mechanical Ground Based	_																							
based yard units:	based yard units: Harvesting & Yarding, and All	_																							
33-2 and 33-3	Rehabilitation Activities																								
	Loading, Hauling and Road																								
	Maintenance**																								

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

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

U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-18-03 T. 35 S., R. 7 W., SEC. 33 WILL. MER. PICKETT UP TIMBER SALE JOSEPHINE COUNTY TIMBER SALE CONTRACT MAP EXHIBIT A PAGE 1 OF 2





1 inch = 1,000 feet

40 FOOT CONTOUR INTERVAL

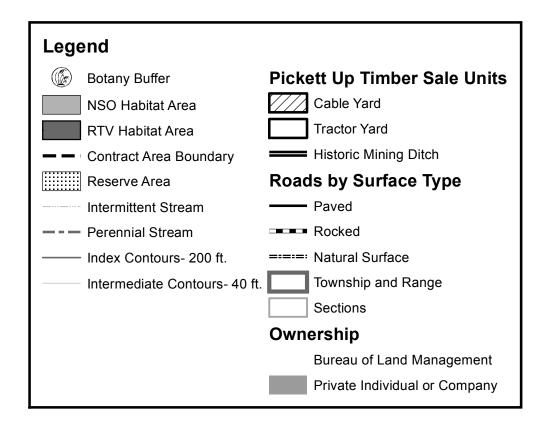
Map created by DES 2/2/18

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





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



	Summary	Acres
RT30-O-GB	Restoration Thinning to 30% Canopy Cover-Orange Mark-Ground Based Yard (Unit 33-2)	47
DM40-O-GB/C	Density Management to 40% Canopy Cover-Orange Mark-Ground Based/Cable Yard (Unit 33-3)	7
	Total Timber Sale Unit Area	54
	Reserve Area	266
	Total Contract Area	320

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







United States Department of the Interior Bureau of Land Management

Timber Appraisal

Sale Name: Pickett Up

BLM District: Medford DO

Contract #: ORM07-TS-2018.0003

Sale Type:

Advertised

Sale Date:

Thursday, June 28, 2018

Unit of Measure:

16' MBF

Contract Term:

36 months

Contract Mechanism: 5450-3

Sale of Timber - Lump Sum

Content

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

Prepared By: Caulfield, David J Approved By: Caulfield, David J

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Josephine	35S	7W	33	NE1/4, E1/2NW1/4, N1/2SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	443.0	480.0	491.0	9,696	57	3,131
Ponderosa Pine	6.0	6.0	6.0	96	8	32
Sugar Pine	4.0	4.0	5.0	137	10	63
Totals	453.0	490.0	502.0	9,929	75	3,226

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	54.0	0.0	54.0	8.4

	Logging Cos	ts	Tract Featu
Stump to Truck		\$84,778.20	Quadratic Mean DBH
Transportation		\$20,442.80	Average GM Log
Road Construct	ion	\$12,625.69	Average Volume per Acre
Maintenance/R	ockwear	\$5,509.39	Recovery
Road Use		\$0.00	Net MBF volume:
Other Allowand	es	\$26,891.55	Green
Total:		\$150,247.63	Salvage
Fotal Logging C	ost ner MRF:	\$331.67	Export
TOTAL LOBBING O	ost per mor.	ψ552.67	Ground Base Logging:
			Percent of Sale Volume
	Utilization Cer	iters	Average Yarding Slope
Location	Distance	% of Net Volume	Average Yarding Distance
Glendale, OR	29.0 miles	100 %	Cable Logging:
			Percent of Sale Volume
	Profit & Ris	sk	Average Yarding Slope
			Average Yarding Distance
Basic Profit & Ri	isk	9 %	Aerial Logging:
Additional Risk		3 %	Percent of Sale Volume
Total Profit & R	isk	12 %	Average Yarding Slope
			Average Yarding Distance

Cruise

Cruise Completed	January 2018
Cruised By	Caulfield, Cannon
Cruise Method	

Douglas fir 3P, All other species BLM100%.

\$84,778.20 453.0 \$187.15

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	20.0	\$238.72	\$4,774.40	
Track Skidder	GM MBF	470.0	\$168.32	\$79,110.40	
Subtotal				\$83,884.80	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Lift Tree	Each	1.0	\$150.00	\$150.00	Unit 33-2
Directional Falling	MBF	45.0	\$16.52	\$743.40	10% of net mbf
Subtotal				\$893.40	

Additional Moves

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

Pickett Up			Trar	sportation			ORM07-T	5-2018.0003
		Total		Net Volum	Net Volume			¥
			\$20,442.80	453	3.0	\$45.13		
						la .		
Utilization Center	One Way Mileage		Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Glendale, OR		29.0	All Species	GM MBF	490.0	\$41.72	\$20,442.80	100 %
			En	gineering All	lowance	es		
		Tot	al	Net Volum	ne	\$/MBF		

Cost Item	Total Cost	
Road Construction:	e ·	\$12,625.69
Road Maintenance/Rockwear:		\$5,509.39
Road Use Fees:		\$0.00

453.0

\$40.03

\$18,135.08

Pickett Up

Other Allowances

\$26,891.55 453.0 \$59.36	Total	Net Volume	\$/MBF
	\$26,891.55	453.0	\$59.36

Environmental Protection

Cost item	Total C	Cost
Waterbar-Corridors		\$208.00
Barricades-Skids		\$450.00
Waterbar-skids		\$75.00
Equipment Washing-Small		\$440.00
Equipment Washing-Large		\$300.00
Seeding & Mulching-Landings & Skids		\$2,100.00
Ripping-Landings & Skids		\$2,905.00
	Subtotal	\$6,478.00

Logging

Cost item	Total Cost	
Skid Location		\$291.20
	Subtotal	\$291.20

Miscellaneous

Cost item		Total Cost	
Fuels Adjustment			\$22.95
	s	Subtotal	\$22.95

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Culvert Cleaning	\$64.00
	Subtotal \$64.00

Slash Disposal & Site Prep

Cost item	Total Cost
Fire Line Construction	\$6,817.60

Machine Pile Burn and Mop-up		\$117.60
Lop and Scatter		\$1,974.00
Cover and Burn Landing Decks		\$151.20
Underburning		\$9,400.00
Machine Pile and Cover		\$1,575.00
	Subtotal	\$20,035.40

Comments:

Fuels Adjustment - corrects problem with appraisal program rounding to nearest 10th acre. Total Fuels Package is \$20,058.35.

2) g

LOCATION PROJECT UNITED STATES DEPARTMENT OF THE INTERIOR 皇 **BUREAU OF LAND MANAGEMENT** ¥ MEDFORD DISTRICT 8 SCALE IN MILES Ş JOSEPH COUNTY ¥ 덽 2₩ Ħ 2E ALWAYS 絽 **39**S 388 355 똜 **32S** 31S **11**S 8 **38 37**S 33 C10 EXHIBIT DRAWING NO.: OR-11-9113.4-1 DATE: JAN 2018 DRAFTED BY: ELF PICKETT UP TIMBER SALE APPROVED: REVIEWED: DESIGNED: UNITED STATES DEPARTMENT OF THE INTERIOR REV. NO. TRACT NO. <u>ORM07-TS-18-03</u> EXHIBIT C1 MEDFORD DISTRICT - MEDFORD, OREGON ROAD MAINTENANCE MAP ROAD MAINTENANCE SPECIFICATIONS SPECIAL PROVISIONS ROADSIDE BRUSHING DETAILS DRAINAGE & EROSION CONTROL DETAILS TYPICAL ROAD DATA SHEET SPECIFICATION SHEETS ESTIMATE OF QUANTITIES SHEET ROAD RENOVATION MAP DESCRIPTION ROAD SPECIFICATIONS ROADS WORK LIST TITLE SHEET BUREAU OF LAND MANAGEMENT DESCRIPTION TIMBER SALE TITLE SHEET PICKETT UP SHEET: 1 OF 1 SCALE: 1" = 12 MI DATE APPRO\

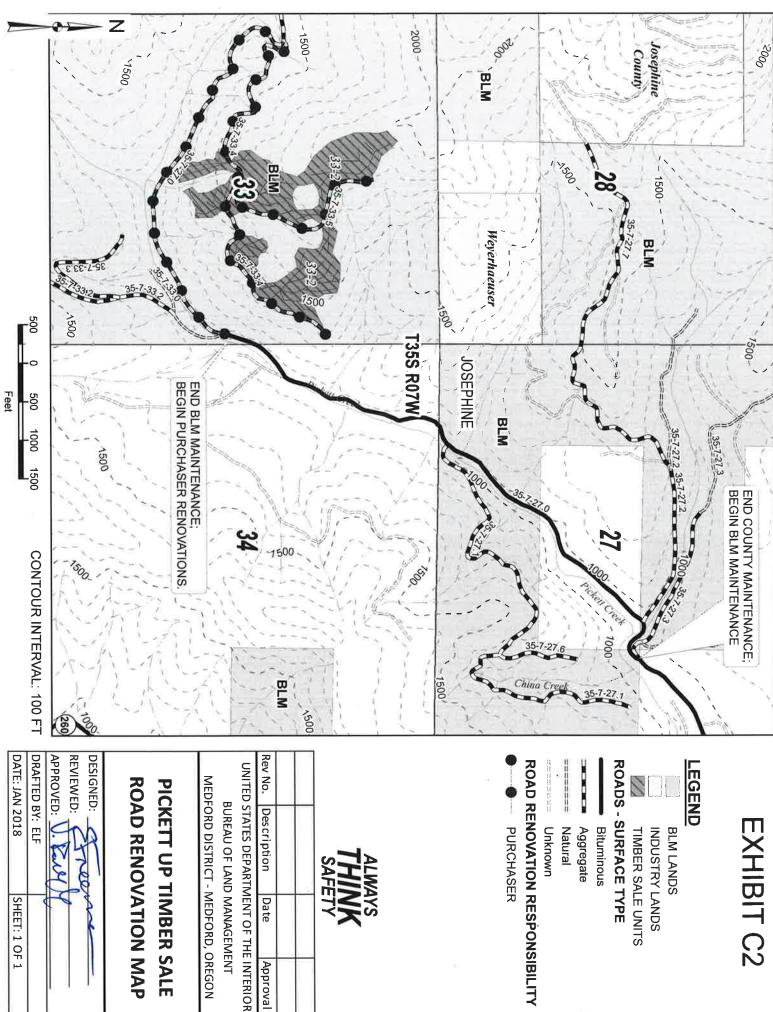


EXHIBIT C2

EGEND

BLM LANDS TIMBER SALE UNITS **INDUSTRY LANDS**

ROADS - SURFACE TYPE

Bituminous

Aggregate

Unknown Natural

ROAD RENOVATION RESPONSIBILITY

PURCHASER

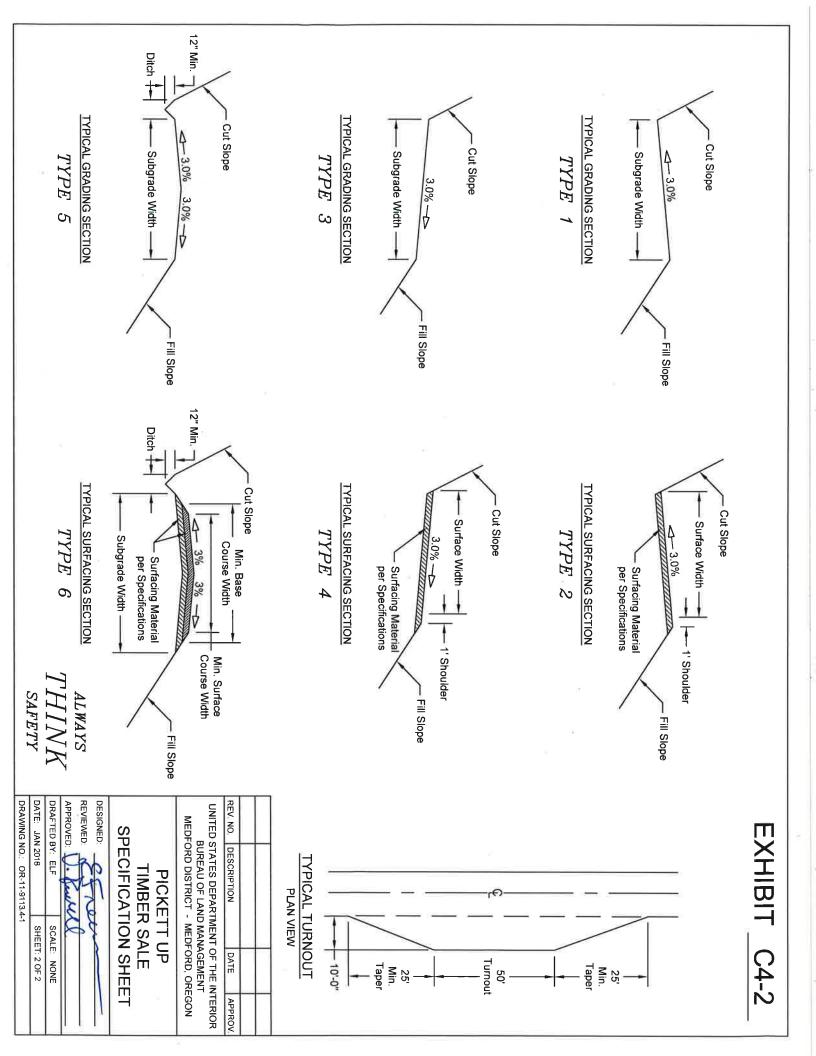
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Rev No.	Description	Date	Approval
INITED	INITED STATES DEBARTMENT OF THE INTERIOR	ENT OF THE	INTERIOR

ROAD RENOVATION MAP PICKETT UP TIMBER SALE

DAT	DRA	APP	REV	DES
DATE: JAN 2018	DRAFTED BY: ELF	APPROVED: V. Kand	REVIEWED:	DESIGNED:
SHEET: 1 OF 1				A. C.

1. ROADS LISTED FOR SURFACE RESHAPING SHALL CONSIST OF BLADING, WATERING, & ROLLING PER CONTRACT SPECIFICATIONS & DRAWINGS. 2. DITCH/CULVERT CLEANING SHALL CONSIST OF DITCH BLADING AND RESHAPING, CLEARING DEBRIS, VEGETATION, SEDIMENT, ROCK AND ALL OTHER MATERIAL HINDERING THE FLOW OF RUNOFF PER CONTRACT SPECIFICATIONS & DRAWINGS. *FOR INFORMATIONAL USE ONLY. QUANTITIES SHOWN ARE NOT PAY ITEMS	ROAD TOTALS		35-7-33.5	35-7-27.0 (C)	UNITS	ROAD NUMBER		
EPT CLEAN OTHER MATION S & DRAW S SHOWI	S		0.00	1.50	MP	FROM (M.P.)		
SPECIFICATION, WATERIAL TATION, TATION			0.50	2.51	MP	TO (M.P.)		
RESHAPIN TERING, 8 ICATIONS NG, SEDIMEN HINDERIF RACT	2.64		0.50	1.01	MILE	(MILES)		
Y ITEN					ACRE	CLEARING AND GRUBBING		
					CY	коск	EXCAVATION	
AGGKE ITEM 900 SIZE 4 inch 2 inch 1 1/2 inch					१	COMMON	'ATION	
					FF FF	SIZE SIZE		
					<u>-</u>	12"	DRA	
I≅ G X A					EA LF	ELBOWS DO	DRAINAGE	
ITEM SIZE 3 inch 2 inch					<u> </u>	DOWNSPOUT HALF ROUND 18" 24"		
1000	2.64		0.50	1.01	MILE	BLADING, WATERING, & ROLLING		
GRADATION A,C,F B,D,G,H	2.64		0.50	1.01	MILE	DITCH AND/OR CULVERT CLEANING	RENO	
			П		MILE	SCARIFICATION AND/OR HEAVY BLADING	RENOVATION	
ITEM SIZE 1 1/2 inch 1 inch 3/4 inch 3/4 inch TH					CY	SLIDE/LSUMP REMOVAL		
ITEM 1200 SIZE GRADAT 1 1/2 inch C.C. 1 inch D.D. 3/4 inch E.E. THINK SAFETY					থ	700 PIT	AGG	
GRADATION C,C-1 D,D-1 E,E-1 E,E-1 WK ETTY					-	CRUSHED BASE ROCK	AGGREGATE	
ATION	2		12		-	SOIL PROTECTION	Ш	
REE UN DRAP	7					MINSTALL BMP'S (STREAM CROSS (EA = CROSSING	NG	
REV NO. DESCRIPTION DESCRIPTION DESIGNED: APPROVED: APPROVED: DRAWING NO: 1	N		0			SOIL STABILIZATION ROADSIDE		EX
UNITED STATES DEPARTA BUREAU OF LAND MEDFORD DISTRICT - PICKET TIMBER ESTIMATE OF DESIGNED: APPROVED: DRAFTED BY: ELF DATE: JAN 2018 DRAWING NO.: OR-11-9113.4-1	6		0.50 6	1.01	MILE EA	POADSIDE BRUSHING AND CHIPPING RECONSTRUCT		EXHIBIT
					E	WATER DIPS RECONSTRUCT WATER BARS CONSTRUCT	<u> </u>	31T
MEDFORD, OREGON TT UP SCALE: NONE					EA EA	CONSTRUCT	MISCELLANEOUS	0
DATE APPROVING THE INTERIOR MANAGEMENT MEDFORD, OREGON TUP SALE QUANTITIES SCALE: NONE SCALE: NONE SCALE: NONE					ΕA	REMOVE/REPLACE EX BARRICADES	NEOUS	C3
APPROVAL TES	2		-		EA EA	(RE)CONSTRUCT TURNAROUND CONSTRUCT TURNOUT		

EXHIBIT C4-1



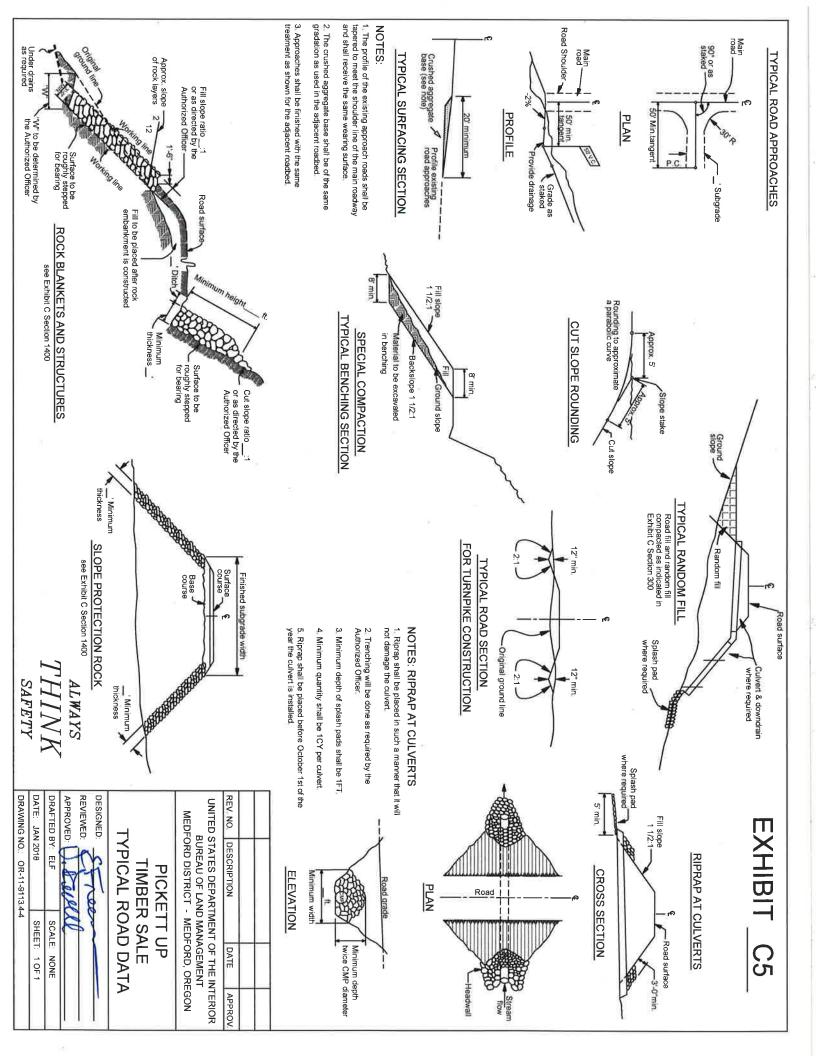
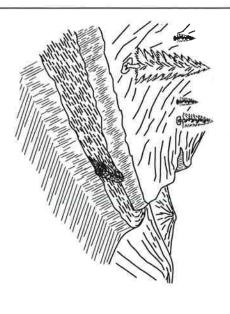


EXHIBIT C6-1



LOG BARRICADE



- 1. Log barricade shall be constructed as shown
- 2. Exact location is listed in Roads Work List, Exhibit C14.
- All barricades shall be skewed 30 degrees.
- 4. The length shall be sufficient to extend from the cut bank to the fill slope.
- barricade shall be 24". 5. The minimum small end diameter of the log

WATER BAR evel line

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

BARRICADE LOCATION

ROAD NUMBER

MILE POST

2				

→ Down Grade

SKEW DIAGRAM

		-	
		_	
			9

41-60	21-40	15-20	10-14	7-9	4-6	%	ROAD GRADE
50	90	150	200	300**	400	FEET	LOAM OR CLAY LOAM
25	50	90	150	200**	300	FEET	DECOMPOSED GRANITE

* Distances are maximum.

80

** On grades in excess of 10%, construct water bars.

41.60	21-40	15-20	10-14	7-9	4-6	%	ROAD GRADE	
US.	90	150	200	300**	400	FEET	LOAM OR CLAY LOAM	
25	50	90	150	200**	300	FEET	DECOMPOSED GRANITE	0.000

SAFETY

WATER DIP/BAR SPACING*

44 60	21-40	15-20	10-14	7-9	4-6	%	ROAD GRADE	845711
25	90	150	200	300**	400	FEET	LOAM OR CLAY LOAM	
25	50	90	150	200**	300	FEET	DECOMPOSED GRANITE	0.000

ALWAYS

	type vehicles. 5. Armor outlet of water dip on fill slope. Riprap material will be placed from outlet to natural ground a minimum of 6 LF wide by 10 LF long by 1 FT in depth.	 Water dips shall be constructed as shown above. Exact location is listed in Roads Work List. All water dips shall be skewed 30 degrees. The length shall be sufficient to extend from the cut hank to the fill close and he readily crossed by passen. 	WATER DIP WATER DIP WATER DIP	
	Riprap material d a minimum of	n above. st. st. om the cu	ARMOR FILL SLOPE WITH CLASS 2 RIPRAP MATERIAL (APPROX 2 CYS) Direction of flow	
	rial n of	7	LOPE PRIPRAP	

- ē

APPROV	DATE	REV NO DESCRIPTION	REV NO.

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

DRAINAGE & EROSION CONTROL DETAILS TIMBER SALE PICKETT UP

DESIGNED:	
REVIEWED:	- Pr
APPROVED: 11 Tank	W.
DRAFTED BY: ELF	SCALE: NONE
DATE: JAN 2018	SHEET: 1 OF 2
 DRAWING NO.: OR-11-9113.4-4	4-4

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

-EX CUT

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

DITCH LINE

SURFACE

EXTENTS

EXHIBIT C6-2

PLAN

NO GAPS BELOW CHECK DAM ASSEMBLY, ENSURING PROPER SEDIMENT FILTRATION

SECTION A-A

- creeks, draws) that intersect with existing or proposed roads. 1. Hydrologic Points of Concern (HPOC) are natural drainage features (ie. streams
- line 150 LF up-grade from top of creek bank or edge of bridge (Coho) waterway, install check dam assembly, or other approved BMP, in road ditch If the HPOC is a bridge spanning across a noted or listed critical fish habitat
- 3. If the HPOC is a draw culvert, install check dam assembly, or other approved BMP, in road ditch line 100 LF up-grade from inlet of culvert

INSTALLATION NOTES:

- than one bale high. Do not construct the check dam assembly more
- underneath the assembly. to the ground to ensure no gaps between bales or Bales shall be placed tightly together and snug
- minimum into the ground. together: Ensure stakes are driven 12 inches previously laid bale to force the bales tightly Drive the stakes in the second bale toward the wooden or rebar stakes driven through the bales. Securely anchor the bales in place with two
- the terrain is relatively flat, less than 2% ditch line 4. The assemblies do not need to be anchored if

INSPECTION/MAINTENANCE NOTES:

Inspect each assembly before, during, and

after each rain event.

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



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

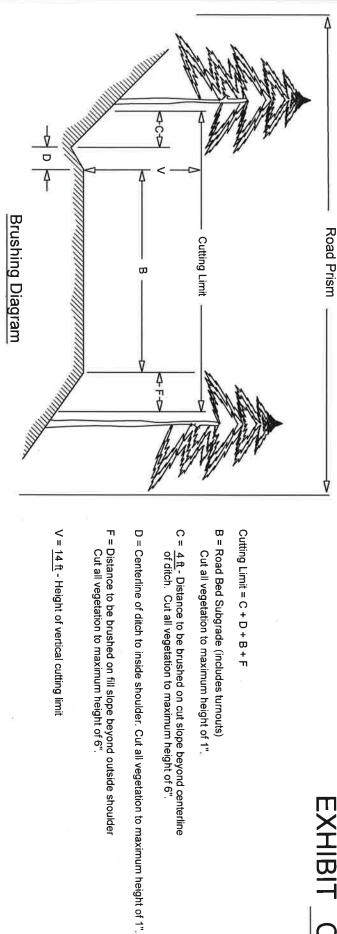
CONTROL INSTALLATION **DRAINAGE & EROSION** TIMBER SALE PICKETT UP

DRAWING NO: OR-11-9113 4-4 REVIEWED DATE: JAN 2018 DRAFTED BY: ELF APPROVED: DESIGNED: SHEET: 2 OF 2 SCALE: NONE

SAFETYALWAYS

SAFETY

DRAWING NO: OR-11-9113.4-4



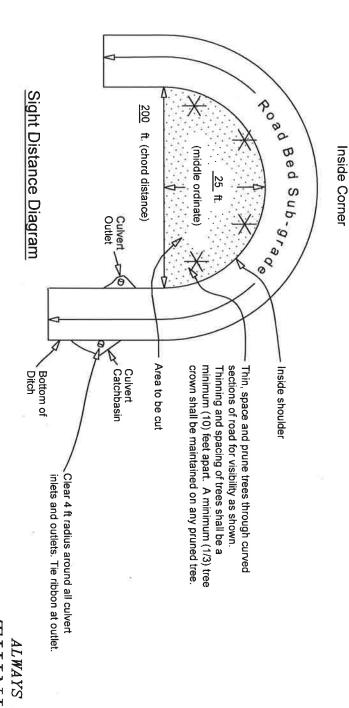
Cutting Limit = C + D + B + F

B = Road Bed Subgrade (includes turnouts) Cut all vegetation to maximum height of 1".

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

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

V = 14 ft - Height of vertical cutting limit



REV. NO. DESCRIPTION UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT DATE **APPROV**

TIMBER SALE PICKETT UP

MEDFORD DISTRICT - MEDFORD, OREGON

ROADSIDE BRUSHING DETAIL

DATE: JAN 2018 DRAFTED BY: ELF REVIEWED: APPROVED: DESIGNED: SHEET: 1 OF 1 SCALE: NONE

Exhibit C8

Sale Name: Pickett Up T.S.

Page 1 of 1

Roads Work List

Definitions:

ABC = Aggregate Base Course

ASC = Aggregate Surface Course

BST = Bituminous

CL = Center Line CMP = Corrugated Metal Pipe

CY = Cubic Yard

GRR = Grid Rolled Rock

Jct = Junction/Intersection

MP = Mile Post

NAT = Natural or Native Surface

PRR= Pit Run Rock

Pvt = Private

Seg = Segment

Existing Road Renovation

The existing road renovation work list consists of road work to be performed by the purchaser's representative/contractor <u>prior</u> to timber hauling. All work shall comply with the contract specifications, special provisions, and drawings.

35-7-27.0 Road – Portion of Seg C – ASC

MP Description

1.50 BLM maintenance ends at BST road surface. Begin Purchaser road renovation which includes reshaping road surface (blading, watering, and rolling); clearing and reshaping ditch lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and roadside brushing and chipping.

2.51 Jct w/ 35-7-33.4 Road on right. End road renovation.

35-7-33.4 Road – ASC

MP Description

Jct w/35-7-27.0 Road. Begin road renovation which includes reshaping road surface (blading, watering, and rolling); clearing and reshaping ditch lines; clearing all culvert inlets and outlets; cleaning all debris or obstructions from inside culverts; and roadside brushing and chipping.

0.51 Jct w/ 35-7-33.5 Road on left.

1.13 Reconstruct turnaround/landing area. End road renovation. Waste disposal site at end of road. Place waste material on stable area well off of road surface and outside of turnaround/landing area so not to impede drivability of traffic.

35-7-33.5 Road - GRR

30 / 33.0	Troud Otter
<u>MP</u>	Description
0.00	Jct w/ 35-7-33.4 Road. Begin road renovation which includes reshaping road surface
	(blading, watering, and rolling), reconstructing existing water dips, and roadside brushing and chipping.
	emphilg.
0.07	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.14	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.23	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.30	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.36	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.41	Reconstruct/reshape existing water dip per specifications and details on Exhibit C6-1.
0.50	Reconstruct turnaround/landing area. End road renovations. Waste disposal site at end of
	road. Place waste material on stable area well off of road surface and outside of
	turnaround/landing area so not to impede drivability of traffic.

TABLE OF CONTENTS

SECTION	DESCRIPTION	
100	General	
500	Renovation of Existing Roads	
600	Watering	
1400	Slope Protection	
1700	Erosion Control	
1800	Soil Stabilization	
2100	Roadside Brushing	

GENERAL - 100

101 - Prework Conference(s):

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

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

102 - Definitions:

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

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

End Haul - Excavated material moved, other than by dozer, to an embankment or waste area to

prevent sidecasting material outside of the road prism.

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

material inclusion: subgrade with aggregate: etc.

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

102a - Tests Used in These Specifications:

AASHTO T 11	Quantity of rock finer than No. 200 sieve,
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AASHTO T 27 Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.

AASHTO T 89 Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.

AASHTO T 90 Plastic limits and plasticity index of soil.

a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.

AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.

AASHTO T 99 Relationship between soil moisture and maximum density of soil.

Method A - 4" mold, soil passing a No. 4 Sieve.

25 blows/layer & 3 layers.

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

AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or graded 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-inch drop.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- AASHTO T 310 Determination of density of soil and soil-aggregates in place by nuclear methods.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- ASTM D 4564 Determination of relative density of cohensionless soils.

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

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

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

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

RENOVATION OF EXISTING ROADS - 500

This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications. This work shall include the removal and disposal of slide

material in accordance with these specifications.

- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- Debris from slides/slumps shall be disposed of at approved locations as directed by the Authorized Officer.
- Existing road surfaces shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103f, 103g, and 103i.
- Minimum compaction required shall be 1 hour of continuous rolling for each 4 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- The inlet end of all existing drainage structures shall be cleared of vegetative debris and boulders that obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- Vegetation within the drainage ditches of existing roads shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.
- The finished grading shall be approved in writing by the Authorized Officer 2 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

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

SLOPE PROTECTION – 1400

- 1401 This work shall consist of furnishing and placing stone materials for slope protection in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross-sections shown on the plans.
- Stone material shall consist of hard angular rock of such quality that it will not disintegrate on exposure to water or weathering, and shall be graded in accordance with these specifications.
- 1403 Individual machine-placed stones shall vary in weight from 10 to 750 pounds each. Not less than 25 percent of the individual stones shall weigh from 110 to 270 pounds each.
- 1404 The material shall be well graded from the smallest to the maximum size specified. Stones smaller than the specified 10 percent size shall consist of spalls and fine rock fragments so distributed as to provide a stable compact mass.
- 1405 Rip rap shall conform to the following gradations:

TABLE 1405¹

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

¹Gradation includes spalls and rock fragments to provide a stable, dense mass.

²The intermediate dimension is the longest straight-line distance across the rock that is perpendicular to the rock's longest axis on the rock face with the largest projection plane.

³Rock mass is based on a specific gravity of 2.65 (165#/cu.ft.) and 85 percent of the cubic volume as calculated using the intermediate dimension.

- The rip rap material shall be placed in successive horizontal layers of sufficient depth to contain the maximum size rock present in the material. Spalls and finer fragments of stone other than specified in Subsection 1405 shall be used to chock the larger stones solidly in position and to fill voids between the major stones as laid in the rip rap material. The exposed face of the rip rap material shall be reasonably smooth and uniform; material shall be prevented from escaping beyond the toe of the structure.
- Determination of the acceptability of the slope protection material gradation will be through visual inspection and physical measurements by the Authorized Officer.
- 1408b The Purchaser shall excavate unsuitable material as directed by the Authorized Officer prior to the placement of the required rock blanket or structure.
- 1410 The slope protection (armoring) at the following locations:

Road No.	M.P.
35-7-33.5	0.07
	0.14
	0.23
	0.30
	0.36
	0.41

shall be constructed and stabilized by placement of rock materials to form a slope-protection structure conforming to the construction requirements and details of these specifications.

EROSION CONTROL – 1700

- This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical details shown on the plans.
- 1708a Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway using water bars, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

1711 - The Purchaser shall construct sediment check dams or other approved erosion control devices conforming to the requirements, locations, and details shown on the respective exhibits and on the plans.

SOIL STABILIZATION – 1800

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

From: September 15 th	To: November 15 th

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

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

- 1803a The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1804 The BLM shall provide native grass/forb seed or other plant materials (plugs, waddles, bulbs, etc.) for this project.
- 1806a Additional soil stabilization work consisting of seeding and mulching may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Section 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Cost Schedule.
- 1808 Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser in the amounts specified under Subsection 1811 and applied in accordance with Subsection 1812.
- 1808a Straw mulch shall be certified weed free from commercial grain fields and native grass fields.

 Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for

PICKETT UP TIMBER SALE ROAD SPECIFICATIONS

placement.

- Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1811 The Purchaser shall apply to the areas designated for treatment as specified under Subsections 1802a and 1806a, Government furnished native grass seed and Purchaser furnished mulch material at the following "Two Stage Dry" rate of application:

Native Grass Seed	10 lbs./acre
Mulch (weed free)	2,000 lbs./acre

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

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

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

- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed 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.
- 1824 Twine, rope, sacks, and other debris resulting from the soil-stabilization operations shall be picked up and disposed of to the satisfaction of the Authorized Officer.

PICKETT UP TIMBER SALE ROAD SPECIFICATIONS

ROADSIDE BRUSHING - 2100

- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing shall be performed manually with hand tools, including chain saws.
- 2103 Vegetation cut less than 6 inches in diameter when measured at DBH shall be cut to a maximum height of 1 inch above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 1 inch area will be severed from the trunk.
- Vegetation shall be cut and removed from the road bed between the outside shoulders 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 within road surface, including shoulders and turnout areas. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at DBH shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- Vegetative growth capable of growing 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.
- Vegetation 6 inches and smaller in diameter shall be chipped. Chips are to be scattered downslope from the roadway. CHIPS ARE NEVER ALLOWED ON THE ROAD SURFACE.
- 2117 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the current version of the Manual on Uniform Traffic Devices.

Exhibit C10

Sale Name: Pickett Up T.S.

Page 1 of 1

SPECIAL PROVISIONS

- 1. Before the initial start of road renovation, construction, reconstruction, or surfacing operations, or after a shutdown of 7 or more days, the Purchaser, or the Purchasers Representative, shall notify the Authorized Officer 48 hours in advance of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The Purchasers Representative/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, as good or better condition than just prior to such damage occurring.
- 3. All disturbed soil shall be seeded and mulched. The Purchasers Representative/Contractor shall apply native grass seed and Certified Weed Free straw mulch for soil stabilization operations. BLM will furnish native grass seed, **if available**. Acquiring certified weed free straw mulch is the responsibility of the Purchasers Representative.
- 4. Roadside brushing cutting limits beneath or adjacent to bridges shall extend <u>8 feet</u> horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. Cut brush and trees shall be removed from beneath the bridge and from the stream channel.
- 5. While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. All debris resulting from roadside brushing activities shall be scattered downslope. 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.
- 6. While roadside brushing through private industry lands, conifer trees at the edges of the cleared area (see cutting limit, Exhibit C7) shall have the branches pruned rather than being felled.
- 7. All stumps, designated by the Authorized Officer, which would interfere with normal blading and road renovation operations (including turnouts), shall be removed in such a way as to not cause damage to the drainage ditch or the road bed. Stumps that are ground-down, shall be ground to a minimum of 3 inches below existing grade. Stumps that are popped-out, shall have all the roots cut from the stump prior to popping the stump to ensure road subgrade will not be damaged.

Sale Name: Pickett Up T.S. Page 1 of 7

ROAD MAINTENANCE SPECIFICATIONS

General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

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

Sale Name: Pickett Up T.S.

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GENERAL - 3000

- 3001 The Purchaser shall be required to maintain all roads listed and/or as shown in Exhibit D of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400, and 3500 of this exhibit.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 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 with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.
- The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per

Sale Name: Pickett Up T.S.

Page 3 of 7

year when actual work is ongoing.

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

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

- The Purchaser shall avoid fouling gravel or bituminous surfaces. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 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

- The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1st of each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Section 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

Sale Name: Pickett Up T.S.

Page 5 of 7

If additional dust palliative is required due to events controlled by the Purchaser, such as split hauling season, the Purchaser shall furnish and place such material at his own expense.

- 3405b The Purchaser shall notify affected residents along the roads to be treated of the planned application of lignin sulfonate or magnesium chloride dust palliatives at least 3 days prior to the work by posting warning signs at key intersections to alert users that the road is being treated. All signs shall be removed by the Purchaser within thirty days of treatment.
- 3406 Prior to the application of lignin sulfonate or magnesium chloride dust palliative, the roadbed shall be bladed and shaped to remove surface irregularities and excess loose material. The prepared surface must be visibly moist and drying.
- 3406b A light application of water to promote penetration shall be made in advance of the application of the specified dust palliative to allow the drying process to begin and to eliminate any saturated surface conditions.
- 3406c The prepared roadbed shall be approved by the Authorized Officer prior to application of the specified dust palliative.
- 3407 The Purchaser shall furnish in duplicate, commercial certification signed by vendor of compliance with the lignin sulfonate or magnesium chloride dust palliative material requirements specified under Subsection 3412b and 3412c. Commercial certification includes the date, identification number of truck or trailer, net mass, and brand name with each shipment. Also provide the net volume and specific gravity at 60°F, percent solids by mass, and PH.
- 3408 Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.
- 3409 The Purchaser shall notify the Authorized Officer a minimum of 3 days in advance of application of required dust palliative.
- 3410 The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.
- Required lignin sulfonate or magnesium chloride dust palliative shall only be applied when the atmospheric temperature is 45°F and steady or rising and when the weather is not foggy or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.
- The Purchaser shall apply to the prepared roadbed, a lignin sulfonate or magnesium chloride dust palliative conforming to the material requirements of Subsection 3412b and 3412c. The rate of application shall be 0.5 gallons per yd² surface. A second application at the rate of 0.3 gallons per yd² shall be applied at a time designated by the Authorized Officer.

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

Sale Name: Pickett Up T.S.

Page 6 of 7

3412a - If required, the lignin sulfonate or magnesium chloride shall be field diluted within the application vehicle and be circulated at least 5 minutes to assure mixing. An air gap shall be provided between any water source and the materials being diluted. Accidental spills shall be contained to prevent entry in water courses or ponded water. The surface of adjacent structures and trees shall be protected from spattering or marring.

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

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

3412b - Specifications for Lignin Sulfonate:

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

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

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

it the material does not exc	ced the lottown
phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm
lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadium	0.20 ppm
barium	10.00 ppm
selenium	5.00 ppm
zinc	10.00 ppm

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

3412c - Specifications for Magnesium Chloride:

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

phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm

Sale Name: Pickett Up T.S.

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lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadmium	0.20 ppm
barium	10.00 ppm
selenium	5.00 ppm
zinc	10.00 ppm
sulfate	4.3 percent maximum
nitrate	5.0 percent maximum.

Concentration specifications for Magnesium chloride:

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

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

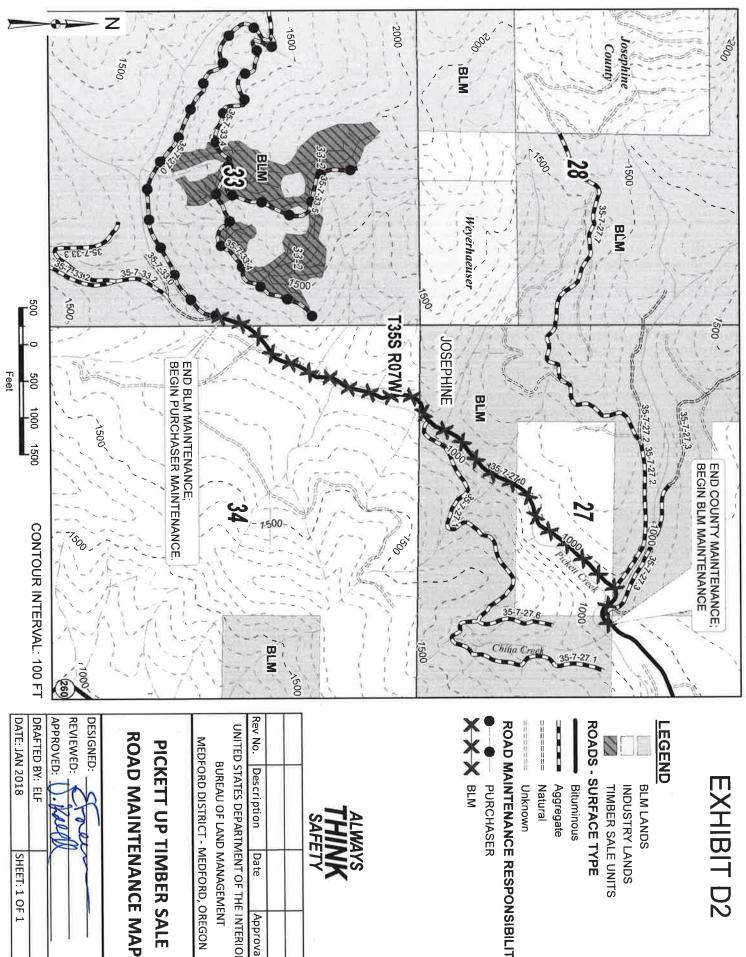


EXHIBIT D2

BLM LANDS INDUSTRY LANDS

TIMBER SALE UNITS

ROADS - SURFACE TYPE

Bituminous

Unknown Natural Aggregate

ROAD MAINTENANCE RESPONSIBILITY PURCHASER

UNITED STATES DEPARTMENT OF THE INTERIOR MEDFORD DISTRICT - MEDFORD, OREGON PICKETT UP TIMBER SALE **BUREAU OF LAND MANAGEMENT** Description Date Approval

SHEET: 1 OF 1

Sale: Pickett Up TS
Sale Date: 04/2018

UNITED STATES Prep. By: EFreeman
DEPARTMENT OF THE INTERIOR Tract No: TS-18-03
BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/453 MBF = \$0.00/MBF

Road Maintenance Obligation:	
(2.1) BLM Maintenance	
Purchaser Maintenance Allowances:	
(5.2A) Move In	\$1,026.90
(5.2B) Culverts, Catch Basins, Downspouts	\$548.73
(5.2C) Grading, Ditching	\$2,297.96
(5.2D) Slide Removal and Slump Repair	\$226.80
(5.2E) Dust Palliative (Water)	\$118.22
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)	\$4,218.60
(2.1-5.2G) Cost (\$1,290.79 + \$4,218.60) = \$5,509.39 Cost/MBF \$5,509.39 / 453 MBF = \$12.16/MBF	\$12.16/MBF
(5.2H) Decommissioning	\$0.00
(5.2H) Cost/MBF \$0.00/453 MBF =	\$0.00/MBF
(2.1-5.2H) Cost $($1,290.79 + $4,218.60 + $0.00) = $5,509.39$	
Total Cost/MBF (Excluding Road Use) \$5,509.39/453 MBF	= <u>\$12.16/MBF</u>

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

35-7-27.0(A-B)A BST 1.50 0.92 453 \$625.14 0.00 453 \$0.00

(2.1) Subtotal \$625.14

(2.2) Subtotal \$0.00

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1)

ROCKWEAR (3.2)

Agrmnt Surface Road

Number Type Number $Mi \times Fee \times MBF = Maint Fee \times MBF = Rkwear$

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

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

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No	A		RkWea	ar	Vol	Total
and Segment	N	Mi	x Fee	X	MBF	= RkWear
35-7-27.0(C)	A	1.01	0.60		453	\$274.52
35-7-33.4	Α	1.13	0.60		453	\$307.13
35-7-33.5	A	0.50	0.60		280	\$84.00

(5.1) Subtotal \$665.65

Purchaser Operational Maintenance

Move In

	No	o Mo	ve Cost	:/ Dist	Sub-
Equipment	Units x	in x	50 Mi x	Factor =	total
Motor Grader:	: 1	1	\$410.00	0.63	\$258.30
Back Hoe:	1	1	\$305.00	0.63	\$192.15
Loader:			\$410.00	0.63	\$0.00
Water Truck:	1	1	\$95.00	0.63	\$59.85
Dump Truck:			\$89.00	0.63	\$0.00
Excavator:	1	1	\$410.00	0.63	\$258.30
Roller:	1	1	\$410.00	0.63	\$258.30

(5.2A) Total \$1,026.90

Culvert Maintenance - Including Catch basins and Downpipes

Miles	X	Cost/Mi	=	Subtotal
1.5		\$365.82		\$548.73

(5.2B) Total \$548.73

Grading (Includes Ditches and Shoulders)

Miles	X	Cost/Mi	x.Ered	= Subtotal		
Blade	w/	Ditch:	1.50	\$694.50	2	\$2,083.50
Blade	w/o	Ditch:	0.25	\$428.91	2	\$214.46

(5.2C) Total \$2,297.96

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

Type	No Slides	Но	urs	Εc	quip			
Equipment	/Slumps	X	Each	X	Cost	= Si	ubtotal	
Grade	1:			1	\$140	.96	\$140.	96
Loader:	0		0	\$1	.01.17		\$0.00	
Backhoe:	1		1	Ş	85.84		\$85.84	

(5.2D) Total \$226.80

Dust Palliative (Water)

Spreading Hours

opiossing model											
	No		Freq		Truck						
	Miles	/	MPH	=	Hours	X	Days	X	/Day	=	Hours
	1.00		10		0.1		15		1	io.	2
Load & Haul =					0.0		0		0		0
Total Hours =					2						

Truck Cost: \$78.81/Hr. x 1.5 Hours = \$118.22

(5.2E) Total \$118.22

Surface Repair (Aggregate)

Production Cost:	0.0 CY x \$0.00/CY		\$0.00
Haul to Stockpile:	$0.0 \text{ CY } \times ((\$1.75/\text{CY } \times 0.00 \text{ Mi}) + \$0.58)$	=	\$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:	$0.0 \text{ CY } \times ((\$1.75/\text{CY } \times 0.00 \text{ Mi}) + \$0.58)$	=	\$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

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

(5.2G) Total \$0.00

Decommissioning

(5.2H) Decommissioning Total \$0.00

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Version: 5.2.0.99

Updated: 6/14/2017 Summary of All Roads and Projects T.S. Contract Name: Pickett Up TS Tract No: TS-18-03 Sale Date: 04/2018 Prepared by: EFreeman Ph: 471-6601 Print Date: 5/16/2018 1:21:51 PM Construction: 0.00 sta Improve: 0.00 sta Renov: 139.39 sta Decom: 0.00 sta Temp: 0.00 sta \$0.00 200 Clearing and Grubbing: 0.0 acres 300 Excavation: \$0.00 Haul < 500 ft: 0 sta-yds Haul > 500 ft: 0 yd-mi 400 Drainage: \$0.00 Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf 500 Renovation: \$6,099.10 Blading 2.64 mi 700-1200 Surfacing: \$0.00 \$0.00 1300 Geotextiles: \$183.07 Gradation Class 2: 12 cy \$0.00 2100 RoadSide Brushing: \$2,985.12 Manual Brushing: 3.8 acres \$0.00 2300 Engineering: 0.00 sta. \$0.00 2400 Minor Concrete: 2500 Gabions: \$0.00 8000 Miscellaneous: \$0.00 Mobilization: Const. \$3,195.00 Surf. \$163.40...... \$3,358.40 Quarry Development: \$0.00 Total: 453 mbf @ \$27.871/mbf = \$12,625.69

Quantities shown are estimates only and not pay items. Surfacing Quantities are loose cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Pickett Up TS Sale Date: 04/2018 Road Number: 35-7-27.0(C) Road Name: Pickett Creek Rd Road Renovation: 1.01 mi 16 ft Subgrade 3 ft ditch	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation: Blading 1.01 mi	\$1,399.65
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
2100 RoadSide Brushing (Manual):1.5 acres	\$995.04
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$825.59 Surf. \$163.40	\$988.99
Quarry Development:	\$0.00
Notes:	\$3,220.28
Overhiting about are estimated only and not pay items	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Dood	Constru	ation	Monle	ahoot
Koad	Constru	ict ion	WOTK:	sneet

Road Number: 35-7-27.0(C) Road Name: Pickett Creek Rd		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation: Blading: \$694.50/mi x 1.01 mi = \$701.45 Compaction: \$325.47/mi x 1.01 mi = \$328.72 Clean Culverts: \$365.82/mi x 1.01 mi = \$369.48	Subtotal:	\$1,399.65
Section 700-1200 Surfacing: Surfacing:	Subtotal:	\$0.00
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization:	Subtotal:	\$0.00
<pre>Section 2100 Roadside Brushing: Manual Brushing RoadSide Brushing Medium: \$663.36/acre x 1.50 acres = \$995.04</pre>	Subtotal:	\$995.04
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00
Mobilization: Construction - 25.84% of total Costs = \$825.59 surfacing = 0% \$0.00	Subtotal:	\$988.99
Quarry Development:	Subtotal:	\$0.00
7	Total:	\$3,220.28

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Pickett Up TS Sale Date: 04/2018 Road Number: 35-7-33.4 Road Name: Pickett Spur 4 Road Renovation: 1.13 mi 14 ft Subgrade 3 ft ditch	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	* \$0.00
500 Renovation: Blading 1.13 mi	\$2,044.10
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
2100 RoadSide Brushing (Manual):1.6 acres	\$1,061.38
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,070.65 Surf. \$163.40	\$1,234.05
Quarry Development:	\$0.00
Total:	\$4,176.13
Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.	

Road Construction Worksheet

Road Number: 35-7-33.4 Road Name: Pickett Spur 4

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$694.50/mi x 1.13 mi = \$784.79 Compaction: \$325.47/mi x 1.13 mi = \$367.78 Clean Culverts: \$365.82/mi x 1.13 mi = \$413.38

Reconstruct Truck Turnaround

Motor Grader 14M 2 hr x \$140.96/hr = \$281.92

Excavator -Small (1.5 CY) 2 hr x \$98.12/hr = \$196.24

Subtotal: \$2,044.10

Section 700-1200 Surfacing:

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Manual Brushing

RoadSide Brushing Medium: \$663.36/acre x 1.60 acres = \$1,061.38

Subtotal: \$1,061.38

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 33.51% of total Costs = \$1,070.65

surfacing = 0% \$0.00

Subtotal: \$1,234.05

Quarry Development:

Subtotal: \$0.00

Total: \$4,176.13

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Pickett Up TS Sale Date: 04/2018 Road Number: 35-7-33.5 Road Name: Pickett Spur 5 Road Renovation: 0.50 mi 16 ft Subgrade 0 ft ditch	40.00
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 0.50 mi	\$2,655.35
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection: Gradation Class 2: 12 cy	\$183.07
1800 Soil Stabilization: 0.0 acres	\$0.00
2100 RoadSide Brushing (Manual):0.7 acres	\$928.70
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,298.76 Surf. \$163.40	\$1,462.16
Quarry Development:	\$0.00
Notes:	\$5,065.89
Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.	

Road Construction Worksheet

Road Number: 35-7-33.5 Road Name: Pickett Spur 5

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading w/o Ditches: \$428.91/mi x 0.50 mi = \$214.46

Compaction: $$325.47/mi \times 0.50 mi = 162.74

Reconstruct Ex. Water Dip

Reshape/Regrade using Motor Grader 14M

 $6 EA \times $300.00/EA = $1,800.00$

Reconstruct Truck Turnaround

Motor Grader 14M 2 hr x \$140.96/hr = \$281.92

Excavator -Small (1.5 CY) 2 hr x \$98.12/hr = \$196.24

Subtotal: \$2,655.35

Section 700-1200 Surfacing:

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Comment: Water Dip Armoring Rock Source: Commercial

Furnish Class 2 type rock

Basic Rock Haul cost: $$1.05/cy \times 12cy = 12.60

Rock Haul -15% grades: $$1.05/\text{cy-mi} \times 12\text{cy} \times 4.00 \text{ mi} = $50.40 \text{ Rock Haul St& Co Roads: } $0.47/\text{cy-mi} \times 12\text{cy} \times 15.00 \text{ mi} = $84.60 \text{ Placement on Fill slopes: } 12\text{cy} \times ($2.87/\text{cy} \times 1.03) = 35.47

Subtotal: \$183.07

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Manual Brushing

RoadSide Brushing Heavy: \$1326.72/acre x 0.70 acres = \$928.70

Subtotal: \$928.70

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Road Number: 35-7-33.5 Pickett Spur 5 Continued

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Construction - 40.65% of total Costs = \$1,298.76

surfacing = 0% \$0.00

Subtotal: \$1,462.16

Quarry Development:

Subtotal: \$0.00

Total: \$5,065.89

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Mobilization Costs - Construction and Surfacing

T.S. Contract Name: Pickett Up TS Sale Date: 04/2018

Average Mobilization distance = 50 miles Factor = 1.00

Mobilization: Construction

Graders-all: 1 ea x $(1.00 \times $410.00/ea + 0 \text{ mi } x \$14.10/mi) = \$410.00$

Brush Cutter: 1 ea x $(1.00 \times $410.00/ea) = 410.00

Rollers & Comp: 1 ea x $(1.00 \times $410.00/ea + 0 \text{ mi } \times $21.70/mi) = 410.00 RTBackhoes 24/30: 1 ea x $(1.00 \times \$305.00/ea + 0 \text{ mi } \times \$5.65/\text{mi}) = \$305.00$

Excavators(Small): 1 ea x $(1.00 \times $410.00/ea + 0 \text{ mi } \times $19.62/mi) = 410.00 Equipment Washing: 5 ea x (\$250.00) /ea = \$1,250.00

Subtotal: \$3,195.00

Mobilization: Surfacing

Dump Truck<=15cy: lea x $(1.00 \times \$89.00/ea + 20 \text{ mi x } \$3.72/mi) = \$163.40$

Subtotal: \$163.40

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Summary of Construction Quantities

T.S. Contract Name: Pic	ckett Up TS	Sale Date:	04/2018					
Road Number Cor 35-7-27.0(C) 35-7-33.4 35-7-33.5	nst Improv	Renov 53.33 59.66 26.40	Decomm	Tem	ıp			
Total Sta:	m m	139.39		N-	-	é		
200 Clearing and Grubb:	ing	Clearing						
35-7-27.0(C) 35-7-33.4 35-7-33.5		0.0 0.0 0.0						
	Totals:	0.0						
300 Excavation		Excav LCY.s	Haul sta-yds	Haul yd-m				
	Totals:	0	0		0			
400 Drainage Road Number C	ulvert	Polypipe	Downspo	out				
Total Drainage:	Totals:	***	No Quant:	 ities	25			
500 Renovation 35-7-27.0(C) 35-7-33.4 35-7-33.5		Blade Mil 1.01 1.13 0.50	es Sli	de cy 0 0				
	Totals:	2.64	===	0				
Reconstruct Ex. Wate Reshape/Regrade Reconstruct Truck Tu	using Motor G						. 6	EA
Motor Grader 14M Excavator -Small		8 8						
		7 22 6						
Reconstruct Truck Tu Motor Grader 14M Excavator -Small	rnaround 35				. 600 30 . 900 50		2 2	hr hr

Totals shown here may not be exactly as shown in the road summaries and worksheets.

Continuation of Construction Quantities

1300 Geotextiles

Totals: No Quantities

1400 Slope Protection

35-7-33.5

Gradation Class 2: 12 cy

Totals: 12 cy

1800 Soil stabilization = acres	Dry W/O Mulch	Dry/with Mulch	Hydro Mulch
Totals:	0.0	0.0	0.0
2100 RoadSide Brushing 35-7-27.0(C) - Manual Brushing 35-7-33.4 - Manual Brushing 35-7-33.5 - Manual Brushing	acres 1.5 1.6 0.7		
Totals:	3.8		
2300 Engineering	stations	20	
Totals:	0.00		

2400 Minor Concrete

Totals: No Quantities

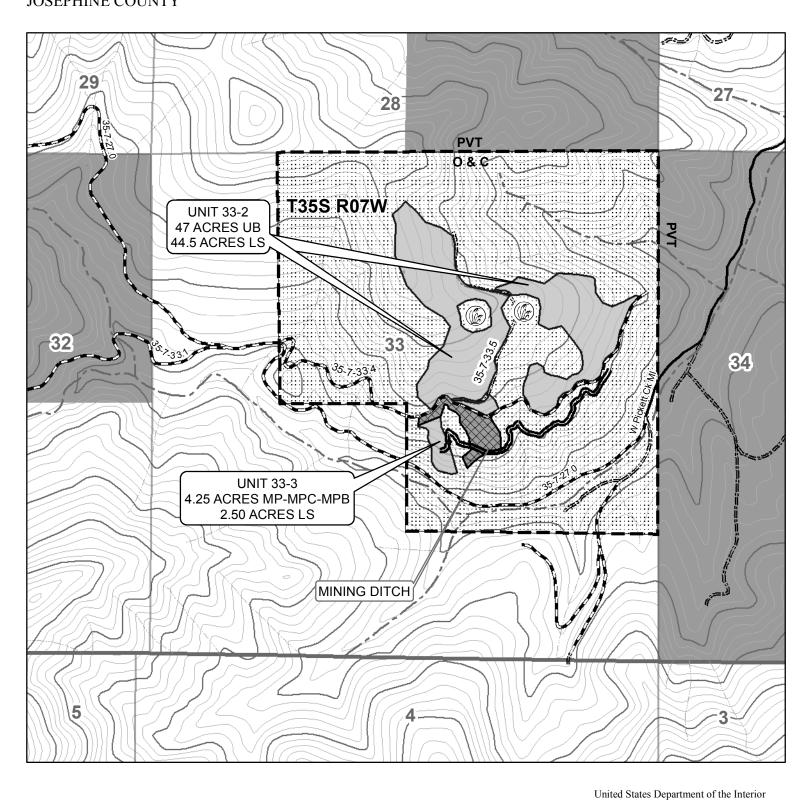
2500 Gabions

Totals: No Quantities

8000 Miscellaneous

Totals: No Quantities

 U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-18-03 T. 35 S., R. 7 W., SEC. 33 WILL. MER. PICKETT UP TIMBER SALE JOSEPHINE COUNTY TIMBER SALE CONTRACT MAP EXHIBIT S PAGE 1 OF 2





1 inch = 1,000 feet

40 FOOT CONTOUR INTERVAL

Map created by SDT 2/8/18



Bureau of Land Management





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.

U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-18-03 T. 35 S., R. 7 W., SEC. 33 WILL. MER. PICKETT UP TIMBER SALE JOSEPHINE COUNTY TIMBER SALE CONTRACT MAP EXHIBIT S PAGE 2 OF 2

Legend

Pickett Up Fuels Treatments	—— Index Contours- 200 ft.		
Lop and Scatter	——— Intermediate Contours- 40 ft.		
Machine Pile- Machine Pile Cover- Machine Pile Burn	Intermittent Stream		
Botany Buffer	— - — Perennial Stream		
Historic Mining Ditch	Contract Area Boundary		
——— Thistoric Milling Ditori	Reserve Area		
Roads by Surface Type	Township and Range		
—— Paved	Sections		
Rocked			
Natural Surface	Ownership		
	Bureau of Land Management		
	Private Individual or Company		

SUMMARY

LS	LOP AND SCATTER (UNIT 33-2, 33-3)	47 ACRES
MP-MPC-MPB	MP-MPC-MPB MACHINE PILE -MACHINE PILE COVER-MACHINE PILE BURN GROUND BASED PORTION OF UNIT (UNIT 33-3)	
UB	UNDERBURN (UNIT 33-2)	47.00 ACRES
	TOTAL SLASH DISPOSAL TREATMENT AREA	54 ACRES
	RESERVE AREA	266
	TOTAL CONTRACT AREA	320

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





Form 5440-9 (December 2004)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

	Χ	TIMBER*
DEPOSIT AND BID FOR		VEGETATIVE RESOURCE
		(Other Than Timber)

Name of Bidder	
Tract Number	
OR110-TS-18-03	
Sale Name	
Pickett Up	
Sale Notice (dated)	
5/31/2018	
BLM District	
Medford	

LUMP SUM SALE

		Sealed Bid for Sealed Bid Sale				Written Bid for Oral Auction Sale
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.						
Required bid deposited is \$ 13,100.00 and is enclosed in the form of \Box cash \Box money order \Box bank draft						
	cas	shier's check	□ certified check	heck		
		☐ guaranteed remittance approved by the authorized officer.				

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

BID SCHEDULE – LUMP SUM SALE

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

					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	443	х	=\$	х	=
Ponderosa Pine	MBF	25	х	=\$	х	=
Sugar Pine	MBF	4	х	=\$	х	=
Total		453	х	=\$	х	=
			х	=	х	=
			х	=	х	=
			Х	=	Х	=
			х	=	х	=
			Х	=	х	=
			х	=	Х	=
			Х	=	X	=
			Х	=	Х	=
			Х	=	х	=
			х	=	Х	=
			Х	=	Х	=
		TOTAL PU	RCHASE PRICE			

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)					
Signature, if firm is individually owned	Name of firm (type or print)				
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)				
Corporation organized under the state laws of Signature of Authorized Corporate Signing Officer	(To be completed following oral bidding) I HEREBY confirm the above oral bid				
	By (signature)				
Title	Date				
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.	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				
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	(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.