

**\*REISSUED\***  
**P R O S P E C T U S**  
DxP SCALED SALE  
**\*\*SSTS Set-Aside**

GRANTS PASS RESOURCE AREA  
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-15-07  
May 21, 2015 (LS)

#1. Reeves Creek Salvage, Josephine County, O&C

BID DEPOSIT REQUIRED: \$1,300.00

All timber designated for cutting S½SE¼ Section 23, T. 38 S., R. 8 W., Willamette Meridian. Timber to be removed is comprised of Merchantable Timber and Other (Biomass) as defined below.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
947	125	Douglas-fir	154	\$70.60	\$10,872.40
71	14	Sugar pine	17	\$25.50	\$433.50
12	3	Ponderosa pine	3	\$25.50	\$76.50
1	1	Incense-cedar	1	\$111.80	\$111.80
1,031	143	<b>Sub Totals</b>	175		\$11,494.20
<b>***Biomass</b>		<b>Species</b>	<b>Est. Tons</b>	<b>Appr. Price Per Ton***</b>	<b>Est. Tons Times Appraised Price</b>
		All Species	250	\$2.80	\$700.00
<b>TOTAL APPRAISED PURCHASE PRICE</b>					<b>\$12,194.20</b>

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

\*\*This is an SSTS Set-Aside timber sale.

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

**TIMBER AUCTION LOCATION** – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Avenue, Grants Pass, Oregon, at 9:00 a.m. on Thursday, May 21, 2015.

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

**CRUISE INFORMATION** - The Timber has been cruised using the PCMTRE sampling method to

select sample trees.

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office.

All 175 mbf of the sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 15.7 inches DBHOB; the average gross merchantable log contains 212 bd. ft.; the total gross volume is approximately 225 bd. ft.; and 78% recovery is expected. With respect to merchantable DF trees: the average tree is 15.5 inches DBHOB; the average gross merchantable log contains 186 bd. ft.; and 78% recovery is expected.

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

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

CUTTING AREA – One (1) unit containing fifteen (15) acres of mortality salvage.

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

ACCESS - Access to the sale area is available via an existing BLM road.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 2.01 miles of existing BLM road. The Purchaser will be required to pay a rockwear fee of \$0.49 per MBF per mile for the use of these roads.

ROAD CONSTRUCTION – N/A

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

Pursuant to Section 26 of Form 5450-26, Timber Sale Contract, the Purchaser shall not haul on natural surface or rocked roads in the sale 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 moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities,

surface rutting, surface ribboning, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

**EQUIPMENT REQUIREMENTS** – A cable yarder or yoder capable of spanning three hundred twenty (320) feet slope distance and a carriage that can maintain a fixed position on the skyline during lateral yarding with lateral yarding capability of seventy five (75) feet with one end suspension of logs during inhaul. A yarding tractor that does not exceed nine (9) feet in width; has an integral arch; and must be capable of bull-lining seventy five (75) feet. A bucket-mounted winged ripping device or 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 skid roads and landings.

**SLASH DISPOSAL** - Slash disposal within the harvest units will consist of a combination of lop and scatter, yum yarding hardwoods, hand pile and cover, hand pile burn, machine pile and cover landing decks, and landing pile burn as described in SD-5 of the Special Provisions. Hand pile and cover slash located within one hundred (100) feet of roads 38-8-23.3 and 38-8-27.0 where the road coincides with a harvest unit boundary. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed thirteen (13) acres of lop and scatter, two (2) acres of hand pile and cover hand piles, and four (4) acres of pile, cover, and burn landing piles.

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

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

**OTHER** -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit E.
3. Delivered log lengths shall not exceed 41 feet.
4. Hardwoods 8"-16" will need to be yum yarded to landings. See Special Provision L-25M.
5. Sale and removal of biomass from landings will be allowed. See Exhibit B.

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA** – From Grants Pass, take Redwood Hwy 199S heading towards Cave Junction. Continue past Selma and take a left onto Reeves Creek Road. Go approximately 1.6 miles, then take a left onto the 38-8-27.0 road. The sale area is approximately 1.6 miles down the 38-8-27.0 road.

**ENVIRONMENTAL ASSESSMENT** - An environmental assessment DOI-BLM-OR-M070-2015-0003-CX 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.

OR110-5409-11 (2008)



## REEVES CREEK SALVAGE 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.

- (1) AR-1 All timber on the Reserve Area(s) 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 Area(s).
- (2) IR-3M All live hardwood trees which are greater than eight (8) inches D.B.H.O.B. in the harvest units as shown on Exhibit A.
- (3) IR-3M All live and dead hardwood trees which are larger than sixteen (16) inches D.B.H.O.B. in the harvest units shown on Exhibit A. If hardwood trees which are larger than sixteen (16) inches D.B.H.O.B. must be felled for safety or timber sale operations, they shall be left on-site if retention would not create safety hazards.
- (4) IR-6 All leave trees required to meet the Silvicultural Designation by Prescription Selection Criteria as outlined in Exhibit E, in harvest units as shown on Exhibit A. If leave trees must be felled for safety, they shall be left on-site if retention would not cause safety hazards.
- (5) IR-6 All trees in the snag retention area as shown on Exhibit A. If snags within the snag retention area must be felled for safety, they shall be left on-site if retention would not cause safety hazards. If a snag retention tree must be felled for safety, another tree of similar size shall be retained in substitution within the unit as described in Sec. 42(B)(L-25)(f).
- (6) IR-6 All pre-existing down woody debris in the harvest units as shown on Exhibit A.

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### SPECIAL PROVISIONS

#### Section 42

##### (A) 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 (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

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

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16

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(Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

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

## REEVES CREEK SALVAGE TIMBER SALE

### SPECIAL PROVISIONS

#### (B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) L-3 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.
- (3) L-4 All conifer trees eight (8) inches or larger D.B.H.O.B. and not reserved in Section 41 or in Exhibit E shall be felled in the harvest unit as shown on Exhibit A.
- (4) L-4 All dead hardwood trees between eight (8) and sixteen (16) inches D.B.H.O.B. and not reserved shall be felled in the harvest unit as shown on Exhibit A.
- (5) L-6M All logs shall be completely limbed prior to being yarded in the harvest units as shown on Exhibit A.
- (6) L-6 In the harvest unit as shown on Exhibit A, all trees designated for cutting may be felled and yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be completely limbed and bucked into log lengths prior to being yarded.
- (7) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
<u>Cable Yard Portion of Harvest Unit</u>	<p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor. The cable yarding system shall be capable of yarding three hundred twenty (320) feet slope distance from the landing.</p> <p>Yarding corridors shall be approximately one hundred fifty (150) feet apart, measured at the tailholds. Yarding corridor width shall not exceed six (6) feet either side of</p>

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<p><u>Cable Yard Portion of Harvest Unit Continued</u></p>	<p>the skyline centerline.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy five (75) feet.</p> <p>Yarding corridors will be perpendicular to the contours unless otherwise approved by the Authorized Officer.</p> <p>Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all yarding corridors, tail/lift trees and/or intermediate support trees shall be pre-designated by the Purchaser and approved by the Authorized Officer.</p> <p>Landing size shall not exceed one-quarter (1/4) acre, shall be located along existing roads within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads.</p> <p>Directional falling to the lead away from streams will be required.</p> <p>Cable corridors that are hydrologically connected shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.</p> <p>Delivered log length shall not exceed forty one (41) feet.</p>
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Designated Area	Yarding Requirements or Limitations
<p><u>Ground-based Yard Portion of Harvest Unit</u></p>	<p>Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes. Skid roads shall not exceed a width of twelve (12) feet on average per unit. Yarding tractor shall be equipped with an integral arch, which will suspend one end of the log clear of the ground during inhaul, and a winch system capable of lining logs at least seventy five (75) feet.</p> <p>Prior to applying the Selection Criteria outlined in Exhibit E and/or falling any timber in the unit, all new skid roads shall be pre-designated by the Purchaser and approved by the Authorized Officer. Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.</p>

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<u>Ground-based Yard Portion of Harvest Unit Continued</u>	<p>Existing skid roads shall be used whenever possible. New skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads shall be located on ground less than thirty five (35) percent slope. Rehabilitate all utilized skid roads as specified in Sec. 42(D)(9).</p> <p>Landing size shall not exceed one-quarter (¼) acre, shall be located along existing roads within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to the ditchline of roads.</p> <p>Directional falling to the lead away from streams will be required. The use of blades while tractor yarding will be limited; equipment shall walk over as much ground litter as possible.</p> <p>Delivered log length shall not exceed forty one (41) feet.</p>
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- (8) L-11 No new landing shall be located within two hundred (200) feet of streams as shown on Exhibit A.
- (9) L-12 The designated landing within the Riparian Reserve shall be placed at the approximate location(s) as shown on Exhibit A and shall be used as approved by the Authorized Officer, unless an alternate landing site outside of the Riparian Reserve is used.
- (10) L-18 No ground-based yarding or skid trail and landing construction and rehabilitation 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 weather forecast is monitored daily; all winterization actions can reasonably occur prior to the storm event; the 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, then 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.
- (1) L-18 No haul on natural surface and rocked roads shall be conducted 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

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### SPECIAL PROVISIONS

conditional waiver of this restriction. If the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the storm event; moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, surface ribboning, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, then the Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

- (11) L-20 During logging operations, the Purchaser shall keep the 38-8-23.0 and 38-8-27.0 roads, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes.
- (12) L-21 The Purchaser shall provide signs or flaggers to notify traffic on the 38-8-23.0 and 38-8-27.0 roads where they pass through the contract area whenever tree felling is occurring within two (2) tree lengths of these roads.
- (13) L-23 Prior to the commencement of operations, the Purchaser shall obtain from the Contracting 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 Purchasers authorized representative and the Authorized Officers representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.
- (14) L-25 Before cutting and removing any trees necessary to facilitate logging in the harvest units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
  - (a) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road, and/or cable yarding road shall be limited to twelve (12) feet.

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- (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 color of paint (designated at the pre-work meeting), designated color of 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 Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). 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 Sec. 9 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 Sec. 8 or Sec. 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 applying orange paint as replacements for reserve snags outside of the unit boundaries cut and removed for safety when the Authorized Officer determines such reservation is necessary to maintain

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stand densities consistent with objectives set forth in the management prescriptions. 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.

- (15) L-25M Except for logs sold and removed from the contract area, and except for logs reserved in Section 41, all logs from areas specified below and shown on Exhibit A, which meet the length and diameter specifications shown below, shall be yarded and decked or windrowed at the log destination area(s) described below and shown on Exhibit A. If a log or piece of log meeting the specifications shown below is bucked and left in place, all portions of that log shall be yarded and decked or windrowed to the following described log destination area(s).

Specified Areas	Log Destination Areas	Log Specifications
Harvest Unit	Deck hardwoods along roads 38-8-23.0, 38-8-23.2, 38-8-23.3, and 38-8-27.0.	Logs, including hardwoods, which are eight (8) inches or larger, but less than seventeen (17) inches in diameter at the large end and longer than six (6) feet in length.

- (16) L-28 In cable yard portions of the harvest unit as shown on Exhibit A, the Purchaser shall make cable yarding road changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect advance reproduction and/or reserve trees and snags present on these areas.

(C) Road Construction - Maintenance – Use

- (1) RC-1a The Purchaser shall construct, improve and/or renovate all roads and other structures in strict accordance with the contract specifications and as shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) RC-1b Prior to removal of any timber from the harvest unit as shown on Exhibit A, the Purchaser shall complete all construction, improvement, or renovation of structures and roads No.(s) 38-8-23.0, 38-8-23.2, 38-8-23.3, and 38-8-27.0 as specified in Exhibit C.
- (3) RC-1d The Purchaser shall not commence work on road construction or renovation until receiving written notice to do so from the Authorized Officer or as specified in Exhibit C. Work shall be commenced no later than three (3) days after such notice, and shall be completed within twelve (12) months after such notice.

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- (4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C, which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser comply with the conditions set forth in Section 42(C)(8) and pay the required **rockwear obligation** described in Section 42(C)(6). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
38-8-27.0	1.83	BLM	GRR
38-8-23.2	0.12	BLM	NAT
38-8-23.0	0.04	BLM	GRR
38-8-23.3	0.02	BLM	NAT

- (5) RC-2d The Purchaser shall be authorized to use other roads not included in Section 42(C)(4); provided, that in the use of such roads, the Purchaser shall pay the Government current Bureau of Land Management road maintenance and/or rockwear fees for the particular surface type of the roads used.

For administrative purposes the total maintenance and rockwear obligation due shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer.

In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of the timber purchased under this contract, together with an estimate of the volume to be hauled over such roads.

Section 42(C)(6) of this contract shall be amended to include adjustments of fee obligations.

- (6) RC-2e<sub>(rw)</sub> The Purchaser is authorized to use the roads listed in Section 42(C)(4) and shown on Exhibit C, which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract; provided, that the Purchaser shall pay a **road rockwear fee** of **\$0.49** per thousand board feet log scale per mile for the use of said roads. The total rockwear fee due shall be based upon volumes determined pursuant to Section 2 and 3 of this contract and mileage of roads used as determined by the Authorized

## REEVES CREEK SALVAGE TIMBER SALE

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Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. **The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** The Authorized Officer shall establish an installment schedule of payment of the rockwear obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total rockwear payments made under this contract exceed the total rockwear payment due, such excess shall be returned to the Purchaser within sixty (60) days after such determination is made.

- (7) RC-2f The Authorized 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 fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 42(C)(4). The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (8) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (9) RC-3d The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, 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) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures when that vehicle or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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

Details shall include:

- (a) Axle weights when fully loaded.

## REEVES CREEK SALVAGE TIMBER SALE

### SPECIAL PROVISIONS

- (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 (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.

#### (B) Environmental Protection

- (5) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
  - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
  - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
  - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
  - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
  - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.

## REEVES CREEK SALVAGE TIMBER SALE

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- (7) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (8) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (9) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to dry draws and swales. If landing location cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (10) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall cover cable yarding corridors, ground-based skid trails, and other areas of exposed soil resulting from logging operations. Slash, wood chips, and/or straw mulch would be placed over them to reduce the risk of surface erosion and to protect water quality. Cover exposed soil prior to seasonal winter rains. Slash depth shall not exceed eighteen (18) inches.
- (11) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing existing landings that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines.
- (12) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, corridors, skidtrails 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 headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.

## REEVES CREEK SALVAGE TIMBER SALE

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- (13) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate all tractor skid trails utilized in the harvest unit 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. To accomplish ripping use either:

- a. 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.

OR

- b. A winged ripping device placed on a bucket having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part of.

2. Rip to a depth of eighteen (18) inches, and no further than thirty six (36) inches apart.

3. Ripping will occur during dry conditions before **October 15** of the year of harvest.

- (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.

All rehabilitation shall occur within twelve (12) months of harvest and during the dry season.

- (14) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.

- (15) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C6, which is attached hereto and made a part hereof.

## REEVES CREEK SALVAGE TIMBER SALE

### SPECIAL PROVISIONS

- (16) E-4 The Purchaser shall immediately discontinue specified construction or timber 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;
  - (g) 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;
  - (h) 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.

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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.a. 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.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.g. 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 a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between January 1 and December 31 during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or

## REEVES CREEK SALVAGE TIMBER SALE

### SPECIAL PROVISIONS

logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

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.

(C) Miscellaneous

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- (5) 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 *one hundred thirty one and 25/100 dollars (\$131.25)*. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of *one hundred thirty one and 25/100 dollars (\$131.25)* 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.

(D) Fire Prevention and Control

- (5) F-1 Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
- (a) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
1. Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
  2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

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- a. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only."

The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths ( $\frac{3}{4}$ ) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- b. F-2b A round pointed size "0" or larger shovel in good condition shall be within fifty (50) feet of any power saw when in operation.
- c. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- d. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and the Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watch-service is required.

## REEVES CREEK SALVAGE TIMBER SALE

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- e. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- f. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- g. F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- h. F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.
- i. F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(E) Slash Disposal and Site Preparation

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

Prior to commencement of any operation under this Section G of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

- (a) SD-1a LOP AND SCATTER Lop and scatter all slash in harvest unit as directed by the Authorized Officer. Slash shall be scattered on yarding corridors, skid trails, landings outside of the road prism, and throughout the unit. All cut slash (any material less than six (6) inches in diameter) shall be lopped to no more than four (4) feet in length and all top and side branches must be free of the central stem so that such slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.
- (b) SD-1c HAND PILING Hand pile and cover all slash situated within one hundred (100) feet along roads 38-8-23.3 and 38-8-27.0 where the road coincides with harvest unit boundaries as shown on Exhibit S and as directed by the Authorized Officer in accordance with the following specifications:
1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
  2. Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds two (2) feet in length.
  3. Piles shall be placed within harvest unit boundaries, however outside of roadways, turnouts, shoulders, or cut banks. No piles shall be placed on down logs or stumps. No piles shall be placed adjacent to or within twenty five (25) feet of harvest unit boundaries. Finished piles shall be tight and free of earth.

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4. A five (5) foot by five (5) foot cover of four (4) millimeter black plastic shall cap each handpile to maintain a dry ignition point. The cover shall be firmly fixed to the pile to hold it in place. Approximately one third ( $\frac{1}{3}$ ) of the pile shall lie above this plastic cover. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one half ( $\frac{1}{2}$ ) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than five (5) feet and no greater than eight (8) feet; width shall be no less than six (6) feet and shall not exceed eight (8) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs or stumps; within ten (10) feet of any other pile or the trunk of the nearest living reserve tree. No portion of the pile will be under the crown of any living tree.
- (c) SD-1d Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
1. Units shall be piled and covered during the same season that they are logged.
  2. Landing piles and handpiles located on skid trails, or landings would be burned, chipped, or otherwise removed from these sites within eighteen (18) months of unit harvest completion.
- (d) SD-1e LANDING SLASH Pile all slash located within twenty (20) feet on each side of harvest unit landings. Clear down to mineral soil within twenty (20) feet of each finished pile. Slash shall be piled by machine equipped with a hydraulic thumb or a rotating controllable grapple head, or by hand. Landing piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth.
1. A ten (10) foot by ten (10) foot cover of four (4) millimeter black plastic shall cap each hand pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place.
  2. To minimize scorch and mortality, landing piles would not be placed adjacent to or within fifteen (15) feet of leave trees.

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- (6) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions 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 designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.
- (a) Burn and mop-up piled units and landings as shown on Exhibit A in accordance with Section 42(G)(2) and 42(G)(3).
1. Prescribed fire plans shall be prepared for burning activities to ensure that resource and fire management objectives are met by setting parameters under which the burning may take place. Prescribed burning within the harvest units shall be conducted in a manner that will minimize damage to reserve trees, duff and soil, and to avoid loss of large, coarse woody debris and will be consistent with ecosystem management objectives. The Purchaser shall burn ninety (90) percent of piles for satisfactory completion of treatment, as directed by the Authorized Officer.
  2. Piles shall be burned in the fall to spring season after one or more inches of precipitation has occurred to reduce the potential for fire spread and scorch and mortality to the residual trees and shrubs. Patrol and mop-up of burning piles shall occur when needed to prevent treated areas from re-burning or becoming and escaped fire. The timing of prescribed burns depends on these parameters and the availability of adequate fire suppression resources as a contingency plan in the event of escaped fire.
  3. For Igniting and Burning Piles on Harvest Unit and All Landing Piles as described by the Authorized Officer:
    - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative.
    - b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
    - c. All crews shall arrive on the project area with radios capable of inter-crew communications and communication

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### SPECIAL PROVISIONS

with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

- d. All ignition personnel will be directly supervised by a BLM representative.
4. For Mop-up of Piles on Harvest Unit and All Landing Piles as described by the Authorized Officer:
- a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative.
  - b. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, ten (10) drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
  - c. 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.
  - d. All ignition personnel will be directly supervised by a BLM representative.

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 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 unit to be burned as shown on Exhibit A as required in Section 42(G) for four hundred fifty (450) work hours for each piled unit and piled landing as directed by the Authorized Officer within a ten (10) day period for each piled unit and piled landing beginning 8:00 a.m. the day following

## REEVES CREEK SALVAGE TIMBER SALE

### SPECIAL PROVISIONS

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 or designated representative, 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: (1) 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 the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or (2) 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 (i.e., trail, road, stream, rock formation, etc.), 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 the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

- (7) SD-5 Perform logging residue reduction and site preparation work on approximately twenty five (25) acres of harvest area located in all Cutting Units as shown on Exhibit A and All Landing Piles as directed by the Authorized Officer.

- (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized

# REEVES CREEK SALVAGE TIMBER SALE

## SPECIAL PROVISIONS

Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

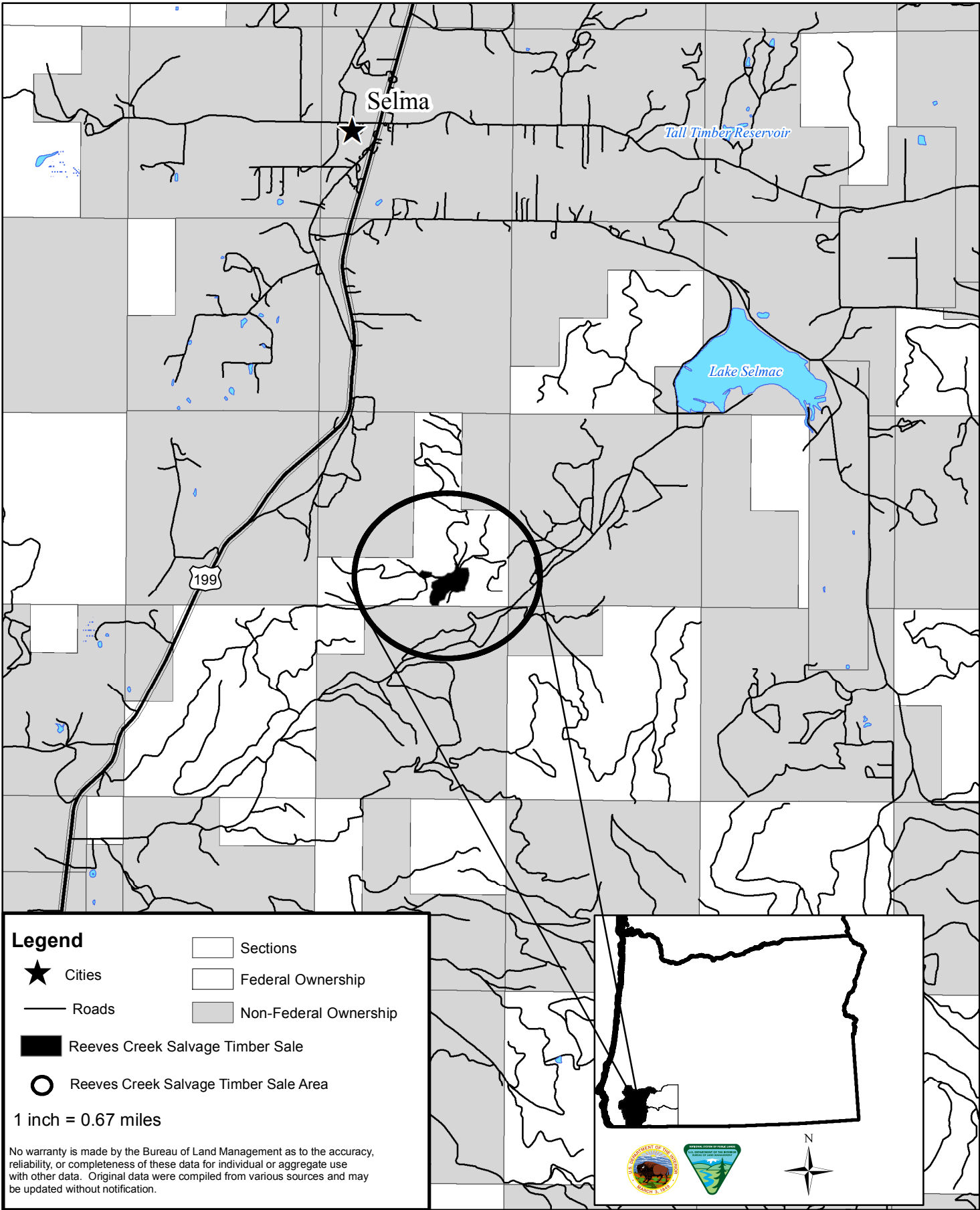
Treatment	Description	Cost/Acre
Lop and Scatter L1	< 12 tons/acre	\$40.00
Lop and Scatter L2	13-20 tons/acre	\$60.00
Handpile and Cover L1	0-20 piles/acre	\$290.00
Handpile and Cover L2	21-40 piles/acre	\$380.00
Handpile and Cover L3	41-60 piles/acre	\$500.00
Handpile Burn and Mop-up L1	0-20 piles/acre	\$35.00
Handpile Burn and Mop-up L2	21-40 piles/acre	\$40.00
Handpile Burn and Mop-up L3	41-60 piles/acre	\$55.00
Cover Landing Piles	< 20 piles/acre	\$40.00
Burn Landing Piles	< 20 piles/acre	\$40.00

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

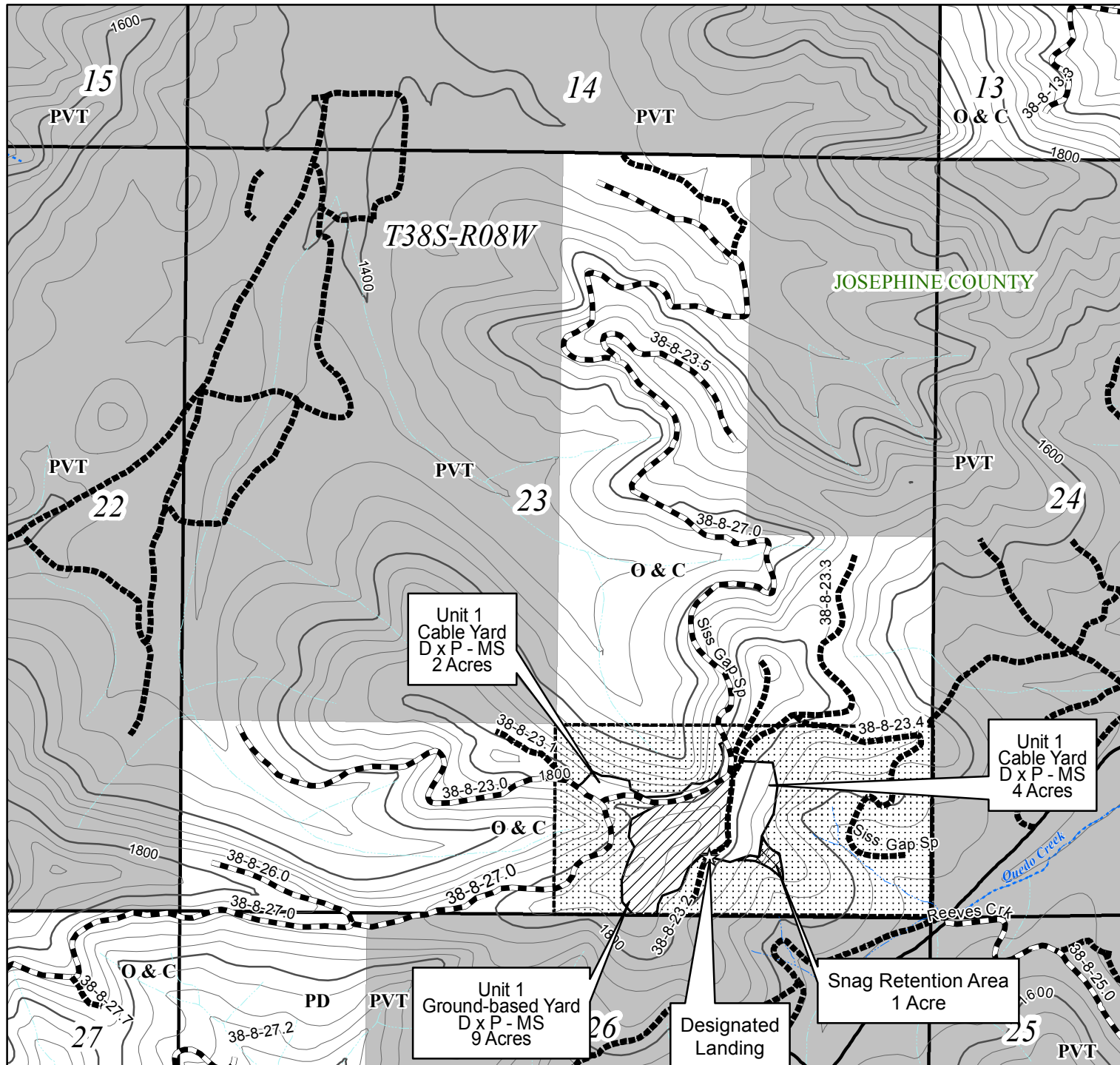
Appraised Treatment	Acres	Cost/Acre	Total Cost Per Treatment
Handpile and Cover L2	2	\$380.00	\$760.00
Handpile Burn and Mop-up L2	2	\$40.00	\$80.00
Lop and Scatter L2	13	\$60.00	\$780.00
Cover Landing Piles	4	\$40.00	\$160.00
Burn Landing Piles	4	\$40.00	\$160.00
<b>Total Appraised Cost</b>			<b>\$1,940.00</b>

- (c) The Total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(G)(3)(a) differs from ***one thousand nine hundred forty and 00/100 dollars (\$1,940.00)***, as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(G)(3)(a).

SALE LOCATION MAP

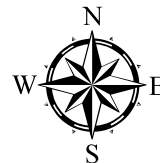






0 500 1,000 2,000 Feet

1 inch = 1,000 feet














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

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





## Legend

### Road Surface Type

-  Rocked Road
-  Paved Road
-  Natural Surface Road
-  Index 200 ft Contour
-  Intermediate 40 ft Contour
-  Contract Area Boundary
-  Reserve Area
-  Reeves Creek Salvage Unit, Cable Yard
-  Reeves Creek Salvage Unit, Tractor Yard
-  Snag Retention Area-No Harvest Area (flagged in white)
-  Designated Landing

### Streams



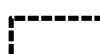
-  Perennial
-  Intermittent

### Ownership

-  Federal
-  Non-Federal

- O&C     BLM O & C Land
- PD       BLM Public Domain Land
- PVT      Private Lands
- MS       Mortality Salvage
- D x P     Designation by Prescription

## Summary

Logging System	Harvest Type	Acres
Cable	D x P - MS	6
Ground Based	D x P - MS	9
	Timber Sale Area	15
	Reserve Area	65
	Total Contract Area	80

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

## **EXHIBIT B**

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

**Contract No.ORM07-TS15-07**

**Sale Name: Reeves Creek Salvage**

**Issuing Office: Medford District**

### **SCALE SALE**

#### **PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

**I. Total Actual Purchase Price** - In accordance with Section B of the contract, the Contractor agrees to pay the Government for the timber removed under the contract in accordance with the following schedule and measurement requirements. Timber to be removed is comprised of Merchantable Timber, and Other as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment.

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	\$70.60
Sugar Pine	MBF	\$25.50
Ponderosa Pine	MBF	\$25.50
Incense-cedar	MBF	\$111.80
Biomass-All Species	Ton	\$2.80

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

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Conifer Species	8 feet	6 inches	33 1/3% of gross volume of any log segment

**III. Measurement Requirements** - To maximize utilization, the Contractor shall buck logs to variable lengths. Standard minimum trim requirements will be four inches per segment on lengths measured in two foot multiples. If the Contractor fails to buck logs to variable lengths, a certified BLM Woods Scaler will measure

unyarded log segments and bill the Contractor for their value. Under no circumstances will the Contractor be allowed to cut preferred lengths only.

#### IV. Scaling

- A. **Log Rule and Measurement** - All logs shall be scaled according to the Eastside Scribner log rules found in the Northwest Log Rules Eastside and Westside Log Scaling Handbook in the Official Rules for Log Scaling and Grading Bureaus developed by the Northwest Log Rules Advisory Group updated June 1, 2006. A Scaling Authorization must be completed prior to beginning of operations. The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Contracting Officer in accord with Standard BLM methods.
- B. **Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM, as determined by the Contracting Officer.
  - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
  - 2. The BLM scaler or contract scaler is designated to collect scale data from all loads.
- C. **Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Contracting Officer shall establish volumes and values in accord with Standard BLM methods.
- D. **Defect Caused by Abnormal Delay** - Scaling deductions made for rot, checks or other defect resulting from abnormal delay in scaling caused by Contractor shall be recorded separately and charged to the Contractor.
- E. **Log Presentation** - Contractor shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. **Check Scale** - The Government will conduct check scales as set forth below:
  - 1. Check scale shall include at least 200 logs and at least 8 loads.
  - 2. Utilize a sample that will accurately represent the species and defect associated with the sale.
  - 3. For complex scaling situations, conduct the appropriate analysis to determine sample size. Increase the number of logs check scaled if sample size analysis deems necessary.
  - 4. Use the following standards to determine the proficiency of individual Government scalers or contractor:

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

Net scale. The allowable variance is as follows:

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

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

#### **G. Accountability**

1. Contractor shall notify the Contracting Officer three (3) days prior to starting and at the earliest opportunity when stopping of hauling operations performed under the contract.
2. All saw logs will be painted and branded at the landing and accounted for in accordance with Sections C.7.5 and C.7.8 of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Contracting Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the load receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
3. The Contractor shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 7:00 a.m. to 4:00 p.m. daily, unless

otherwise approved in writing by the Contracting Officer or designated in the Approved Logging Plan.

4. The Contractor shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to the Contracting Officer and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
5. All loads will be scaled at scale locations listed on the Scaling Authorization as approved by the Contracting Officer. The Contractor shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
6. Any removal of logs from loaded trucks prior to their arrival at the delivery point as required by the contract shall be considered a willful trespass and render the Contractor liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

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

#### **I. Biomass - Measurement**

1. The biomass removed shall be determined by the weight of total truck loads removed.
2. The Purchaser will be required to weigh each truck loaded and empty for gross (loaded) and tare (empty) weight and to calculate net load weight for each load in the following manner unless otherwise approved in writing by the Contracting Officer. Weights shall be electronically printed on the weight ticket and the Weigh Master will be required to record the BLM load receipt number on the weight ticket. When tare weight is missing, the BLM will use a similarly configured vehicle and use the lightest tare weight recorded to date from the hauling on the timber sale. The weight ticket that is signed by the Weigh Master shall be attached to the receipt part of the load ticket.
3. Weighing services may be provided by either public or privately owned and operated weighing facilities, provided the scales used to weigh BLM products meet the following minimum requirements:

- a. Be capable of weighing the entire load in a single operation.
  - b. Be a currently certified scale in accordance with State law.
4. Unless otherwise agreed, the minimum sized weighing facility shall be a 50-ton capacity scale with a 70' x 10' platform or larger. The weigh beam of the weighing facility must be fully enclosed and sealed, and the weight indicators and printer must:
- a. Be of an electronic design.
  - b. Be shielded against radio or electromagnetic interference.
  - c. Have a date and time stamp which prints with each weighing.
  - d. Be equipped with both automatic zeroing and motion detecting devices.
5. If the electronic printer becomes inoperable, the following alternative method of recording load weights may be used: While using scales, the Weigh Master will manually determine gross and tare weight for each load. On each weight ticket, the Weigh Master will record the gross and tare weight and the time and date these measurements were taken. The Weigh Master will record on the weight ticket the date and time the electronic printer became inoperable.

**V. Estimated Volumes and Values** - Volume estimates and calculations of value of timber to be removed are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on the project area maps with each Task Order.

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

**B. Biomass Valuation** - The final BLM determined total biomass removed will be multiplied by the price per measurement unit in Section I of this Exhibit for the purpose of computing the biomass removed component of the Total Actual Purchase Price.

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1	15	11.7	175	\$766.28	\$11,494.20
Sale Total	15	11.7	175	\$766.28	\$11,494.20

***OPTIONAL*** Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Biomass Not Yet Removed from Contract Area			
Cutting Area Number	Approximate Number of Tons	Value per Ton	Total Value
1	250	\$2.80	\$700.00
Sale Total	250	\$2.80	\$700.00

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

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler will fill out lines 6 and 7 (including

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

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler will fill out lines 6 and 7 (including

FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

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

FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

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

**EXHIBIT D**

R461 USDI - BUREAU OF LAND MANAGEMENT - OSO

**SCALING AUTHORIZATION**

(Scaling - Contract Information)

**(1) Original Registration ( )****Amendment ( )****Cancellation ( )****(2) To:** \_\_\_\_\_

(BLM Contracted Scaler)

**(9) Date Submitted:** \_\_\_\_\_**(3) From:** \_\_\_\_\_

(District &amp; Code)

**(10) Scale:** East-side ( )

Cubic ( )

**(4) Logger:** \_\_\_\_\_

State Brand Registration #

**(11)** \_\_\_\_\_**(5) Begin Haul Date:** \_\_\_\_\_

Contract Scaler Brand Code #

**(12)** \_\_\_\_\_**(6) Purchaser:** \_\_\_\_\_**(14) Brand****(7) Sale Name:** \_\_\_\_\_**(8) Contract #:** \_\_\_\_\_ **(13)** \_\_\_\_\_

Sale Advertised Date

\_\_\_\_\_  
Yes (X) No ( )

Yellow Paint

**Scale Location and Estimated Loads Per Day**

<b>(15) Scale Location (Name)</b>	<b># of Loads</b>	<b>Yard</b>	<b>Truck</b>	<b>Remote Check Scaling Location</b>
1.				
2.				
3.				
4.				
5.				
6.				

<b>(16) Minimum Product Specifications</b>						<b>(17) Use for Sample Sales Only</b>		
Species	Length (Feet)	DIB Small End (Inches)	Net Scale % Gross Scale	Min. Net Scale Volume	(Yes)	CONTRACT SCALER Brand Code	Sample Group Code	Frequency
						#	A	(1: 1
						#	B	(1:
						#	C	(1:
						#	D	(1:
						#	E	(1:

<b>(18) Add-Back Volume - Deductions Due to Delay</b> Yes ( ) No ( )	<b>Remarks:</b> <u>Always</u> when amending
<b>CONTRACT SCALER DATE RECEIVED STAMP</b>	<b>Taper = 1 inch in 10 feet</b>
	<b>Northwest Log Rules - Eastside</b>
	<b>Send Tickets and Summaries to:</b>
	<b>BLM Attn Pat Madden</b>
	<b>3040 Biddle Road</b>
	<b>Medford, OR 97504</b>

**(19)** \_\_\_\_\_

Purchaser

Date

BLM Representative

Date

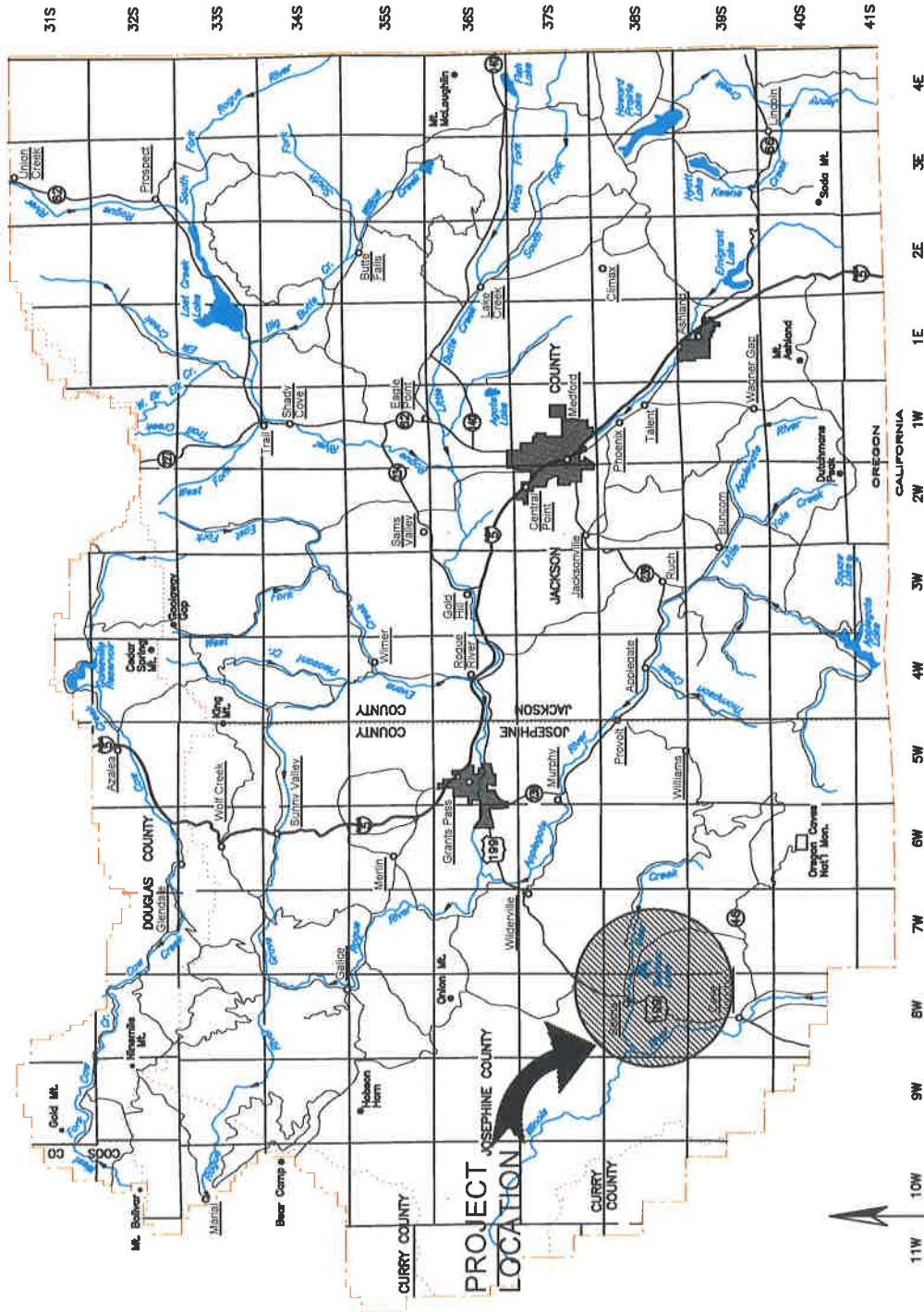
OR 5300-18 (March 1993)



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
MEDFORD DISTRICT

EXHIBIT C1  
SHEET 1 OF 1

REEVES CREEK  
TIMBER SALE  
TRACT NO. ORM07-TS15-07



ALWAYS  
**THINK**  
SAFETY

EXHIBIT NO.	DESCRIPTION	REV. NO.	DESCRIPTION	DATE	APPROV.
C1	TITLE SHEET				
C2	ROAD RENOVATION MAP				
C3	ESTIMATE OF QUANTITIES				
C4	SPECIFICATION SHEET				
C5	TYPICAL ROAD DESIGN				
C6	DRAINAGE AND EROSION CONTROL				
C7	BRUSHING DIAGRAM				
C8	ROAD RENOVATION WORKLIST				
C9	WRITTEN SPECIFICATIONS				
C10	SPECIAL PROVISIONS				
D1	ROAD MAINTENANCE SPECIFICATIONS				
D2	ROAD MAINTENANCE MAP				
</					

REEVES CREEK SALVAGE  
TIMBER SALE  
SPECIFICATION SHEET

DESIGNED:	
REVIEWED:	
APPROVED:	
DRAFTED BY:	CLS
DATE:	JAN 2015
SCALE:	NONE
SHEET:	1 OF 1
DRAWING NO.:	OR-11-9113.4-1



EXHIBIT C2  
SHEET 1 OF 1

BLM OWNERSHIP

100

1

11

1111



**ALWAYS  
THINK  
SAFETY**



				APPROV
				DATE
REV NO.	DESCRIPTION	DATE		

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

# REEVES CREEK SALVAGE TIMBER SALE ROAD RENOVATION MAP

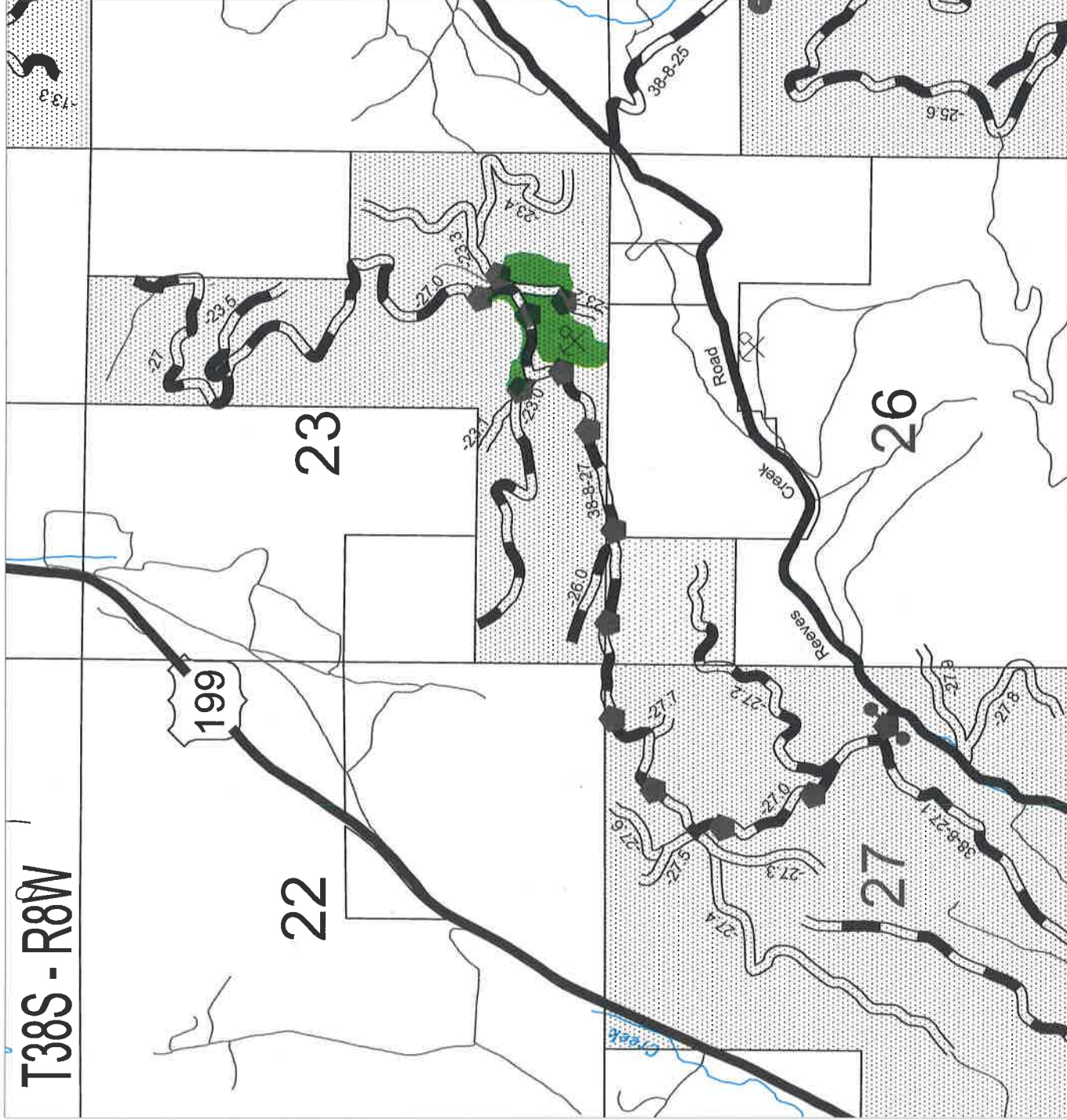
REVIEWED:

APPROVED

DRAFTED BY: BLM	SCALE: 1" = 1,500 FT
-----------------	----------------------

DATE: MARCH 2015	SHEET: 1 OF 1
------------------	---------------

DRAWING NO.: OR-11-9113.4-1





# EXHIBIT C3

## SHEET 1 OF 1

ROAD NUMBER	FROM (M.P.)	TO (M.P.)	LENGTH (MILES)	CLEARING AND GRUBBING	EXCAVATION		DRAINAGE										RENOVATION				AGGREGATE				ROADSIDE BRUSHING	2100	MISCELLANEOUS											
					ROCK	COMMON	CORRUGATED METAL PIPE 16 GA										BLADE, WATER, & COMPACT EX. ROAD	DITCH & CULVERT CLEANING	SCARIFICATION	BORROW MATERIAL				PIT RUN			CRUSHED BASE ROCK	RIP RAP	SOIL STABILIZATION	1800	2100	INSTALL EROS CONTROL DEVICES	RECONSTRUCT EX. WATERDIPS	CONSTRUCT WATERBARS	CONSTRUCT WATERDIPS	REMOVE EX. BARRICADE	CONSTRUCT BARRICADE	
							SIZE					ELBOWS								DOWNSPOUT																		
							18"	24"	30"	36"		18"	24"	18"	24"	18"				24"	18"	24"	18"															24"
SPECIFICATION NO.				200	300		400										500				700				1000		1800	2100	8000									
UNITS	MP	MP	MILE	ACRE	CY	CY	LF	LF	LF	EA	LF	LF	LF	LF	LF	LF	MILE	MILE	MILE	CY	CY	CY	CY	ACRE	ACRE	SITE	EA	EA	EA	EA	EA	EA						
38-8-27	0.00	1.83	1.83														1.83	1.83							1.83													
38-8-23.2	0.00	0.12	0.12														0.12	0.12							0.12													
38-8-23.0	0.00	0.04	0.04														0.04	0.04							0.04													
38-8-23.3	0.00	0.02	0.02														0.02	0.02							0.02													
																													</									

### RENOVATION NOTES

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.

### AGGREGATE GRADATION REQUIREMENTS

ITEM 900			ITEM 1000			ITEM 1200		
SIZE	GRADATION		SIZE	GRADATION		SIZE	GRADATION	
4 inch	A		3 inch	A,C,F		1 1/2 inch	C,C-1	
3 inch	B		2 inch	B,D,G,H		1 inch	D,D-1	
2 inch	C					3/4 inch	E,E-1	
1 1/2 inch	D							

ALWAYS  
**THINK**  
SAFETY


REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		
	REEVES CREEK SALVAGE TIMBER SALE ESTIMATE OF QUANTITIES		
DESIGNED:			
REVIEWED:			
APPROVED:			
DRAFTED BY:	CLS	SCALE:	NONE
DATE:	MARCH 2015	SHEET:	10F-1
DRAWING NO.:	OR-11-9113-4-1		



EXHIBIT C4  
SHEET 1 OF 2

[illegible]

## NOTES

1. EXTRA SUB-GRADE WIDTHS  
TO EACH FILL SHOULDER, ADD 1 FOOT FOR FILLS  
OF 1-6 FEET AND 2 FEET FOR FILLS OVER 6 FEET.  
WIDEN THE INSIDE SHOULDER OF ALL CURVES AS  
FOLLOWS WHEN THE DEGREE OF CURVE EQUALS:
- |       |           |
|-------|-----------|
| 7-21  | ADD 1 FT. |
| 22-35 | ADD 2 FT. |
| 36-48 | ADD 3 FT. |
| 49-64 | ADD 4 FT. |
| 65-96 | ADD 5 FT. |

- 2. SURFACING TYPES**
- A. PIT RUN ROCK
  - B. GRID ROLLED ROCK
  - C. SCREENED ROCK
  - D. CRUSHED ROCK
- 3. TURNOUTS**
- A. WIDTH 10 FT. IN WIDTH, OR AS SPECIFIED
  - B. LOCATED APPROPRIATELY TO ACCOMMODATE TURNING PLANS.
  - C. INVISIBLE AND NOT A TRIP HAZARD




<u>MATERIALS</u>	<u>CUT SLOPE</u>	<u>FILL SLOPE</u>
COMMON	1/2 : 1	1 1/2 : 1
SOFT ROCK & SHALE	1/2 : 1	1 1/2 : 1
SOLID ROCK	1/2 : 1	angle of repose

**4. SURFACING**  
TURNOUTS, CURVE WIDENING, AND ROAD  
APPROACH APRONS SHALL BE SURFACED.

4. SURFACING  
TURNOUTS, CURBS,  
APPROACH APPROACH

5. CLEARING WIDTH  
SEE SUBSECTION

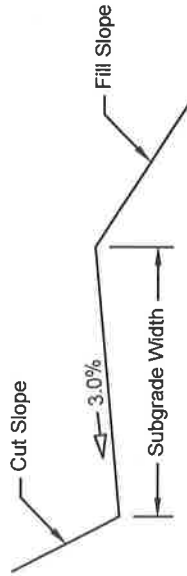
ALWAYS  
THINK  
SAFETY

REV. NO.	DESCRIPTION	DATE	APPROV.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
REEVES CREEK SALVAGE TIMBER SALE SPECIFICATION SHEET				
DESIGNED:				
REVIEWED:				
APPROVED:				
DRAFTED BY: BLM		SCALE: NONE		
DATE: JULY 2013		SHEET: 1 OF 2		
DRAWING NO.: OR-11-9113-4-1				



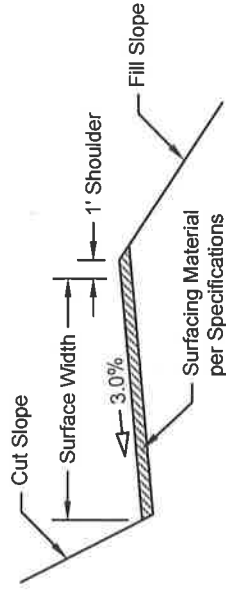
# EXHIBIT C4

## SHEET 2 OF 2



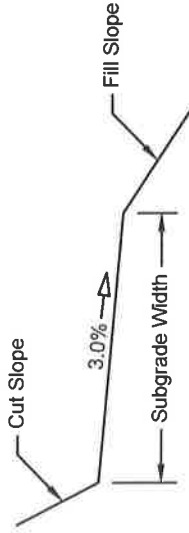
TYPICAL GRADING SECTION

TYPE 1



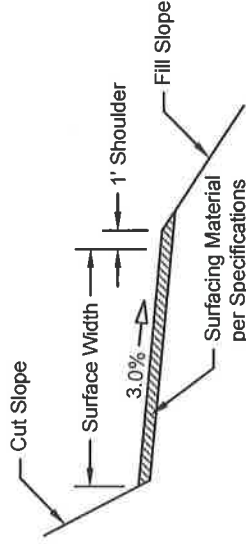
TYPICAL SURFACING SECTION

TYPE 2



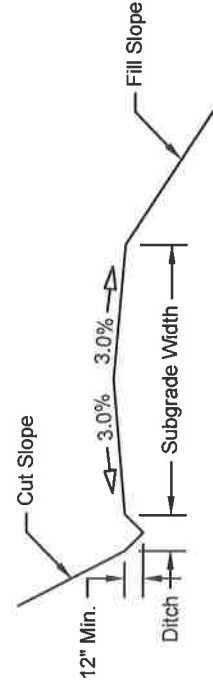
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TYPE 3



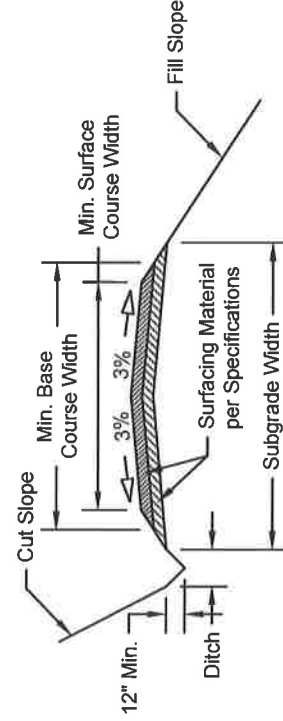
TYPICAL SURFACING SECTION

TYPE 4



TYPICAL GRADING SECTION

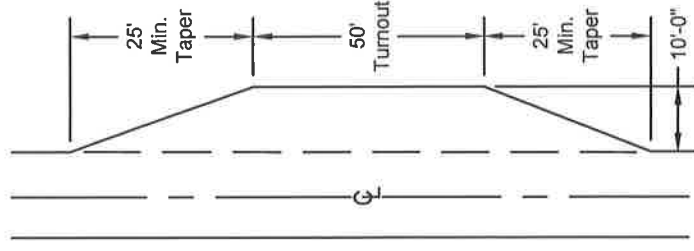
TYPE 5



TYPICAL SURFACING SECTION

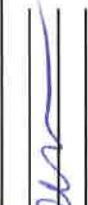
TYPE 6

ALWAYS  
THINK  
SAFETY



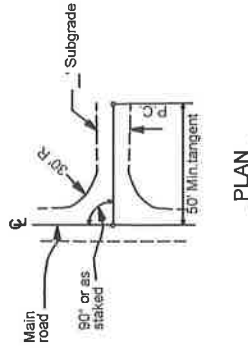
TYPICAL TURNOUT

PLAN VIEW

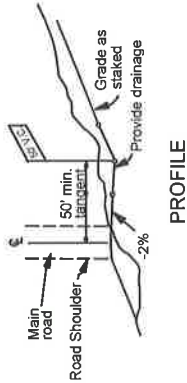
REV. NO.	DESCRIPTION	DATE	APPROV.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
REEVES CREEK SALVAGE TIMBER SALE SPECIFICATION SHEET				
DESIGNED:				
REVIEWED:				
APPROVED:				
DRAFTED BY: BLM	SCALE: NONE			
DATE: JULY 2013	SHEET: 2 OF 2			
DRAWING NO.: OR-11-9113.4-1				



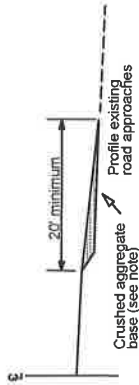
# TYPICAL ROAD APPROACHES



PLAN



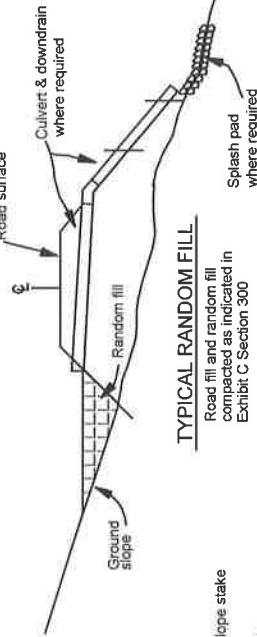
PROFILE



## TYPICAL SURFACING SECTION

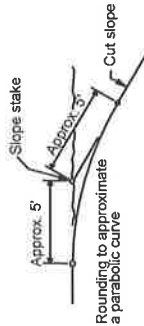
### NOTES:

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



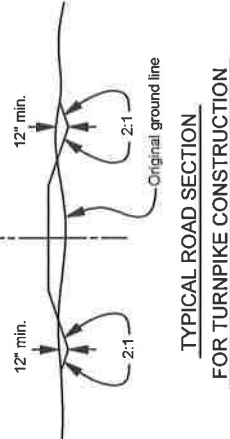
## TYPICAL RANDOM FILL

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



Rounding to approximate a parabolic curve

## CUT SLOPE ROUNDING



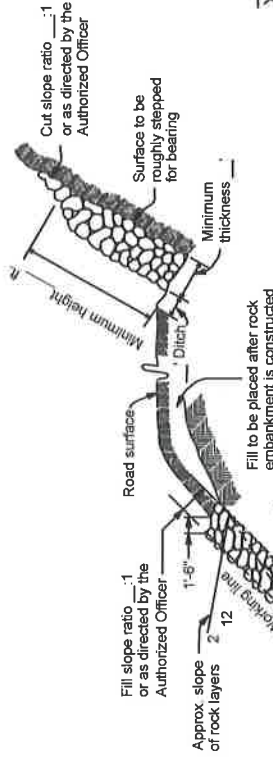
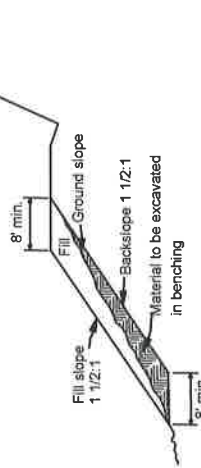
## TYPICAL ROAD SECTION FOR TURNPIKE CONSTRUCTION

### NOTES: RIPRAP AT CULVERTS

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

### SPECIAL COMPACTION

## TYPICAL BENCHING SECTION



## ROCK BLANKETS AND STRUCTURES

see Exhibit C Section 1400

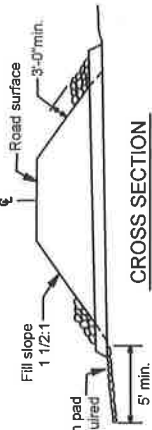
## SLOPE PROTECTION ROCK

see Exhibit C Section 1400

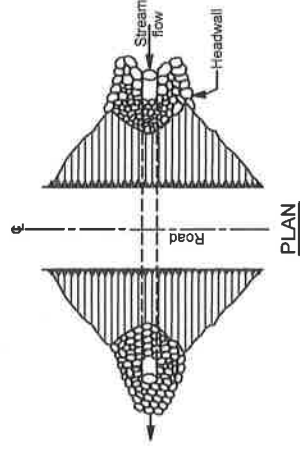
ALWAYS  
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SAFETY

# EXHIBIT C5 SHEET 1 OF 1

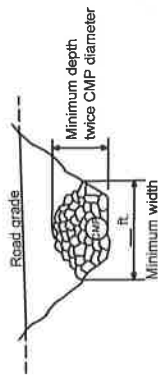
## RIPRAP AT CULVERTS



CROSS SECTION



PLAN

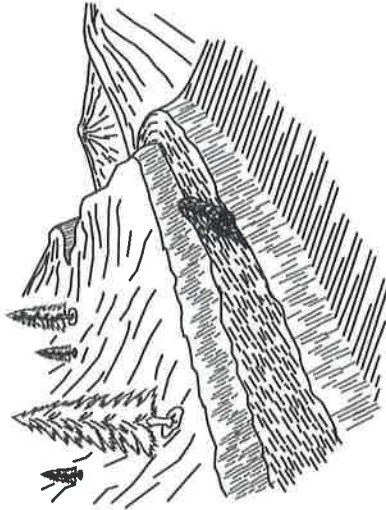


ELEVATION

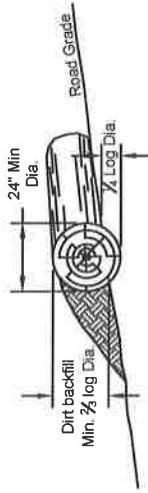
REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		
REEVES CREEK SALVAGE TIMBER SALE TYPICAL ROAD DATA			
DESIGNED:			
REVIEWED:			
APPROVED:			
DRAFTED BY:	BLM	SCALE:	NONE
DATE:	NOV 2014	SHEET:	1 OF 1
DRAWING NO.:	OR-11-9113 4-4		



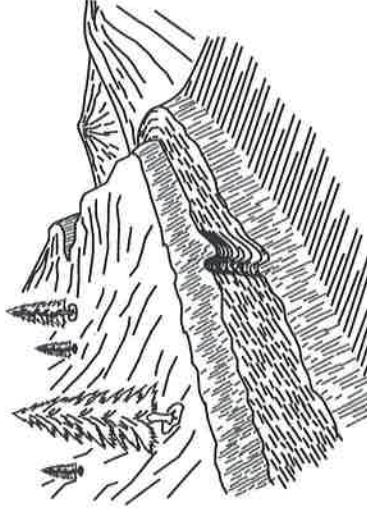
EXHIBIT C6  
SHEET 1 OF 1



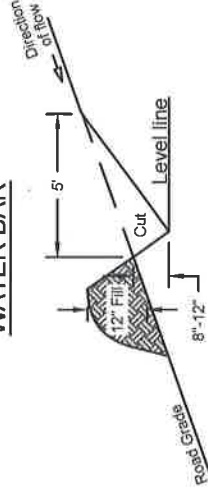
LOG BARRICADE



1. Log barricade shall be constructed as shown above.
2. Exact location will be flagged by the authorized officer prior to construction.
3. All barricades shall be skewed 30 degrees.
4. The length shall be sufficient to extend from the cut bank to the fill slope.
5. The minimum small end diameter of the log barricade shall be 24".



WATER BAR



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

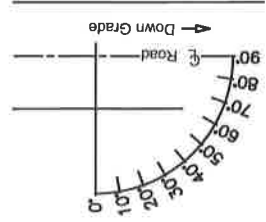
WATER DIP/BAR SPACING\*

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

\* Distances are maximum.

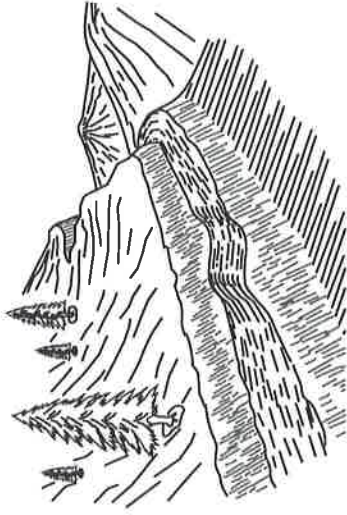
\*\* On grades in excess of 10%, construct water bars.

SKREW DIAGRAM

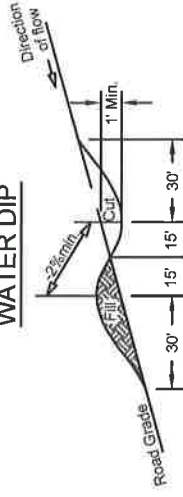


BARRICADE LOCATION

ROAD NUMBER	M.P. / STA.



WATER DIP



1. Water dips shall be constructed as shown above.
2. Exact location will be flagged by the Authorized Officer prior to construction.
3. All water dips shall be skewed 30 degrees.
4. The length shall be sufficient to extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.
5. Rock outlet of water dip on fill slope. Rock will be placed from outlet to natural ground a minimum of 6 LF wide by 10 LF long by 1 FT depth.

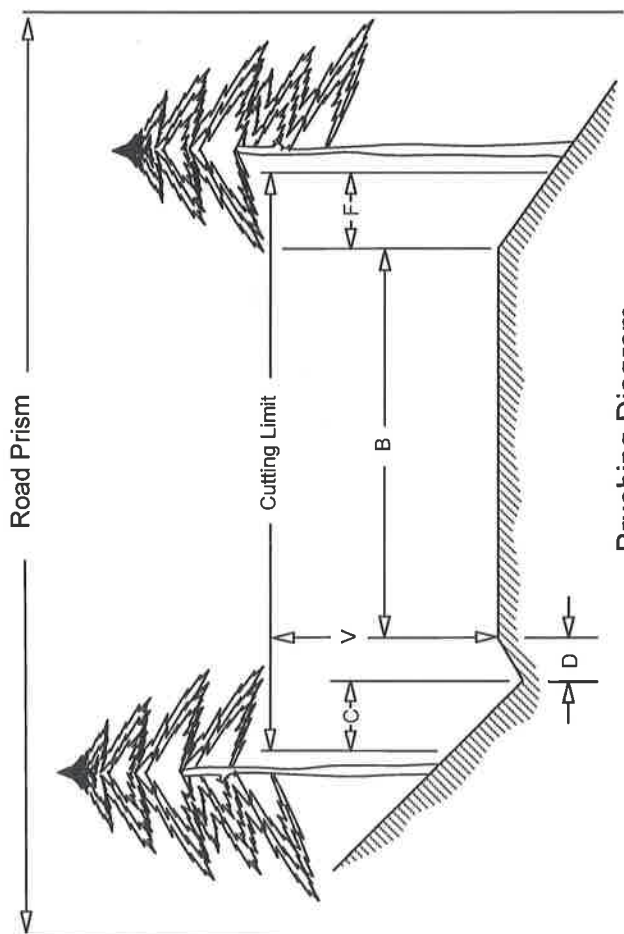
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REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
REEVES CREEK SALVAGE TIMBER SALE DRAINAGE & EROSION CONTROL DETAILS			
DESIGNED:			
REVIEWED:			
APPROVED:			
DRAFTED BY: BLM	SCALE: NONE		
DATE: FEB 2015	SHEET: 1 OF 1		
DRAWING NO.: OR-11-9113.4-4			



# EXHIBIT C7

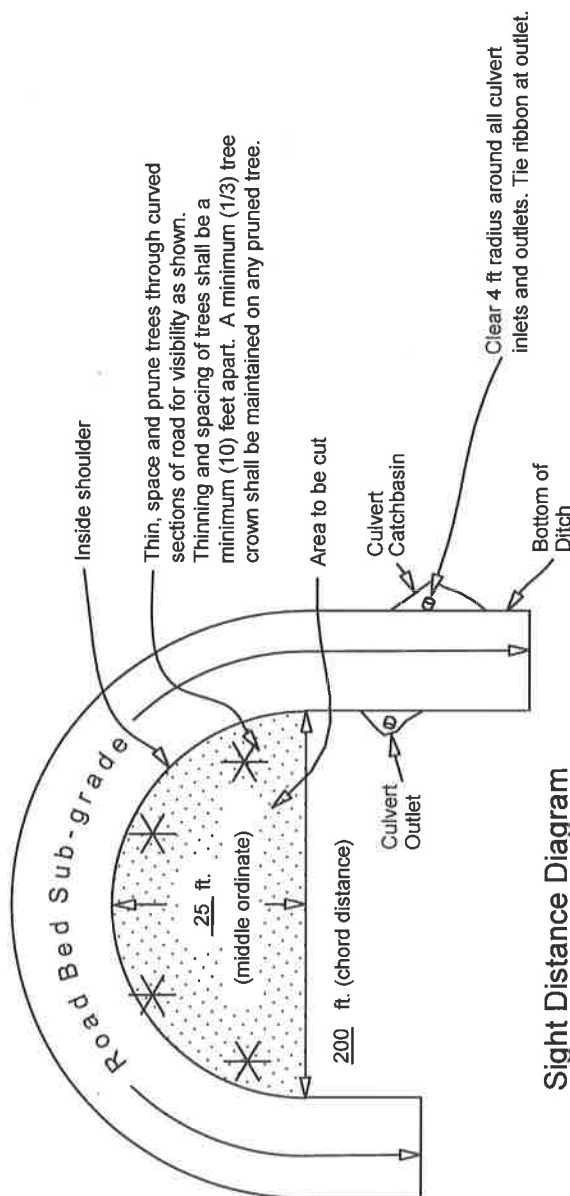
## SHEET 1 OF 1



**Brushing Diagram**

- Cutting Limit =  $C + D + B + F$
- B = Road Bed Subgrade (includes turnouts)  
Cut all vegetation to max. height of 1".
- C = 4 ft - Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 6".
- D = Centerline of ditch to inside shoulder. Cut all vegetation to max. height of 1".
- F = Distance to be brushed on fill slope beyond outside shoulder  
Cut all vegetation to max. height of 6".
- V = 14 ft - Height of vertical cutting limit

**Inside Corner**






**Sight Distance Diagram**

ALWAYS  
**THINK**  
SAFETY

revised 08/2010

All distances shown are horizontal except for V

REV. NO.	DESCRIPTION	DATE	APPROV.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON				
REEVES CREEK SALVAGE TIMBER SALE ROADSIDE BRUSHING DETAIL				
DESIGNED:				
REVIEWED:				
APPROVED:				
DRAFTED BY: CLS	SCALE: NONE			
DATE: FEB 2015	SHEET: 1 OF 1			
DRAWING NO.: OR-11-9113.4-4				



**REEVES CREEK SALVAGE TIMBER SALE**Road Renovation Work List

<b>ABC = Aggregate Base Course</b>	<b>ASC = Aggregate Surface Course</b>	<b>BST = Bituminous</b>
<b>CY = Cubic Yard</b>	<b>CMP = Corrugated Metal Pipe</b>	<b>GRR = Grid Rolled Rock</b>
<b>NAT = Natural Road Surface</b>	<b>PRR= Pit Run Rock</b>	

This work list consists of work to be performed to the road prior to its use. All work shall comply with the contract specifications and drawings.

**38-8-27.0****Sis's Gap Spur - 9 Road  
GRR**

0.00	Junction with Reeves Creek Road (County). Begin road renovation which includes reshaping road surface which includes blading, watering, and rolling to road specifications; clearing ditch lines; cleaning all culvert inlets and outlets; and roadside brushing.
0.01	Gate
0.05	Jct w/ 38-8-27.1 Road to left
0.15	Jct. w/ 38-8-27.2 Road to right
0.49	Jct. w/ 38-8-27.3 & 38-8-27.5 Roads to left
0.71	Jct. w/ 38-8-27.7 Road to right
1.18	Jct. w/ 38-8-26.0 Road to left
1.20	Property Line (Entering Private Lands)
1.33	Property Line (Entering Government Lands)
1.60	Jct w/ 38-8-23.0 Road to left
1.77	Jct w/ 38-8-23.2 & 38-8-23.3 Roads to right (landing area)
1.83	End road renovation at Unit boundary

**38-8-23.2**  
**Sis's Gap Road - M Spur**  
**NAT**

0.00 Jct w/ 38-8-27.0 Road left and right (landing area). Begin road renovation which includes reshaping road surface including blading, watering, and rolling to road specifications; clearing ditch lines and in-board hinge points; cleaning all culvert inlets and outlets; and roadside brushing.

0.12 End road renovation at Unit boundary

**38-8-23.0**  
**Sis's Gap Road - I Spur**  
**GRR**

0.00 Jct w/ 38-8-27.0 Road left and right. Begin road renovation which includes reshaping road surface including blading, watering, and rolling to road specifications; clearing ditch lines and in-board hinge points; cleaning all culvert inlets and outlets; and roadside brushing.

0.04 End road renovation at Unit boundary

**38-8-23.3**  
**Sis's Gap Road - N Spur**  
**NAT**

0.00 Jct w/ 38-8-27.0 Road and 38-8-23.2 Road (landing area). Begin road renovation which includes reshaping road surface including blading, watering, and rolling to road specifications; clearing ditch lines and in-board hinge points; cleaning all culvert inlets and outlets; and roadside brushing.

0.02 End road renovation at Unit boundary

## WRITTEN SPECIFICATIONS

### GENERAL – 100

#### 101 - Prewrite Conference(s):

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

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

#### 102 - Definitions:

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

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

liquids, pedestrians or livestock.

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

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

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

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

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

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

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

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

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

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

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

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

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

Plans - The approved drawings, or exact reproductions thereof which show the locations,

character, dimensions, and details of the work to be done.

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

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

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

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

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

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Woven Geotextile Material - A textile structure comprising two or more sets of filaments of yarns interlaced in such a way that the elements pass each other at essentially right

angles with one set of elements parallel to the geotextile material axis.

102a - Tests Used in These Specifications:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
<u>AASHTO T 27</u>	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
<u>AASHTO T 90</u>	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers.
<u>AASHTO T 176</u>	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
<u>AASHTO T 180</u>	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
<u>AASHTO T 191</u>	<u>Sand Cone.</u> Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
<u>AASHTO T 205</u>	<u>Rubber balloon.</u> Density of soil in place. Use for compacted or firmly bonded soil.
<u>AASHTO T 210</u>	Durability of aggregates based on resistance to produce fines.
<u>AASHTO T 224</u>	Correction for coarse particles in the soil.
<u>AASHTO T 310</u>	Determination of density of soil and soil-aggregates in place by nuclear methods.

AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.

ASTM D 4564 Determination of relative density of cohesionless soils.

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

103 - Compaction equipment shall meet the following requirements:

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

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

103g - Vibratory compactor. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.

103i - Other. Compaction equipment approved by the Authorized Officer.

#### CLEARING AND GRUBBING - 200

201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications.

202 - Where clearing limits have not been posted, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.

202a - Where clearing limits for structures have not been staked, the limits shall extend 10 feet out from the outside edge of the structure.

203 - Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsections 202 and 202a, and as posted.

- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing, unless otherwise authorized.
- 203c - Disposal of logs from private timber cleared within the limits established shall consist of decking at a location designated by the Authorized Officer.
- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204c and 204e. Undisturbed stumps, roots and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces or embankments are excluded.
- 204c - On excavated areas, roots and embedded wood shall be removed to a depth not less than 6 inches below the subgrade.
- 204e - Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- 205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections. Such debris will, however, be permitted to remain under waste material from full-bench construction on steep side slopes.
- 206 - Clearing and grubbing debris shall be disposed of by scattering in accordance with Subsection 210 and at the following road locations:

Road No.	From M.P.	To M.P.
38-8-23.2	0.00	0.12

- 210 - Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 210a - Disposal of clearing and grubbing debris on non-government property by scattering and/or piling this material outside of clearing limits will be permitted provided the Purchaser obtains a written permit from the property owner on whose property the disposal is to be made. The Purchaser shall furnish the Authorized Officer a certified copy of the permit and a written release from the property owner absolving the Government from responsibilities in connection with the disposal of debris on said property.
- 212 - No grading will be permitted prior to completion and approval by the Authorized

Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.

- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

#### RENOVATION OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, 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 and as marked on the ground with stakes.

- 502 - Existing road surfaces shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following location:

Road No.	From M.P.	To M.P.
38-8-27.0	0.00	1.83
38-8-23.2	0.00	0.12
38-8-23.0	0.00	0.04
38-8-23.3	0.00	0.02

- 502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.

- 504 - Existing road surfaces shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to the full width utilizing equipment conforming to requirements of Subsections 103f, 103g, and 103i.

- 504a - Minimum compaction required shall be 1 hour of continuous vibration rolling for each 4 stations of road as measured along the centerline of road.

- 506 - The inlet end of all existing drainage structures listed under Subsection 502 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.

- 508 - Vegetation within the drainage ditches or in-board hinge points of existing roads listed under Subsection 502 shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.
- 509 - The finished grading shall be approved in writing by the Authorized Officer 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

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

ROADSIDE BRUSHING - 2100

- 2101 - This work shall consist of the removal of vegetation from the road prism - variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 - Roadside brushing may be performed mechanically with self-powered, self-propelled equipment or manually with hand tools, including chain saws.
- 2103 - Vegetation cut manually and/or mechanically less than 6 inches in diameter when

measured at DBH shall be cut to a maximum height of 1 inch above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 1 inch area will be severed from the trunk.

- 2103a - Vegetation shall be cut and removed from the road 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. Cuts shall be parallel to the ground line or running surface.
- 2104 - Trees in excess of 6 inches in diameter at DBH shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 - Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet, whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2108 - Self-propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 - Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2113 - Roadside brushing shall be accomplished as shown on the plans and as listed on the roads below:

Road No.	From M.P.	To M.P.
38-8-27.0	0.00	1.83
38-8-23.2	0.00	0.12

Road No.	From M.P.	To M.P.
38-8-23.0	0.00	0.04
38-8-23.3	0.00	0.02

- 2115 - Sections of roadway to have vegetation removed will be marked at start and stop points with one piece each of white and red ribbon tied to red-topped painted stakes.
- 2116 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 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.

## SPECIAL PROVISIONS

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

**EXHIBIT D1**

**Sale Name: Reeves Creek Salvage**

**Page 1 of 6**

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

### **GENERAL - 3000**

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 42, as shown on the Exhibit D map(s) of this contract, and in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsection 3403.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any 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.
- 3103 - The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The Purchaser shall perform 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.

- 3104b - The Purchaser shall be responsible for removal of all slides or slough, 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 removal of any slough or slide 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, method of disposal, and the disposal site. 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 on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

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

- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer.

### **SEASONAL MAINTENANCE - 3200**

- 3201 - The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- 3202 - The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1st each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

### **FINAL MAINTENANCE - 3300**

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec. 16(b) of this contract. This work shall include any

EXHIBIT D1

Sale Name: Reeves Creek Salvage

Page 5 of 6

maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

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

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

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

**OTHER MAINTENANCE - 3400**

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

- 3403 - The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd<sup>2</sup> of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds<sup>3</sup> of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd<sup>2</sup> when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road Number	From Sta./M.P.	to Sta./M.P.
28-8-27	0.00	1.83

**EXHIBIT D1****Sale Name: Reeves Creek Salvage****Page 6 of 6**

Road Number	From Sta./M.P.	to Sta./M.P.
28-8-23.2	0.00	0.12
28-8-23.0	0.00	0.04
28-8-23.3	0.00	0.02

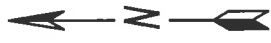
The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water sources selected by the Purchaser and approved by the Authorized Officer.

T38S - R8W

EXHIBIT D2  
SHEET 1 OF 1

REEVES CREEK SALVAGE  
TIMBER SALE  
TRACT NO. ORM07-TS-15-07

- BLM OWNERSHIP
- T.S. UNITS
- BST ROAD
- CRUSHED ROCKED ROAD
- NATURAL SURFACE ROAD
- EX. GATE/CLOSURE
- ROAD MAINTENANCE

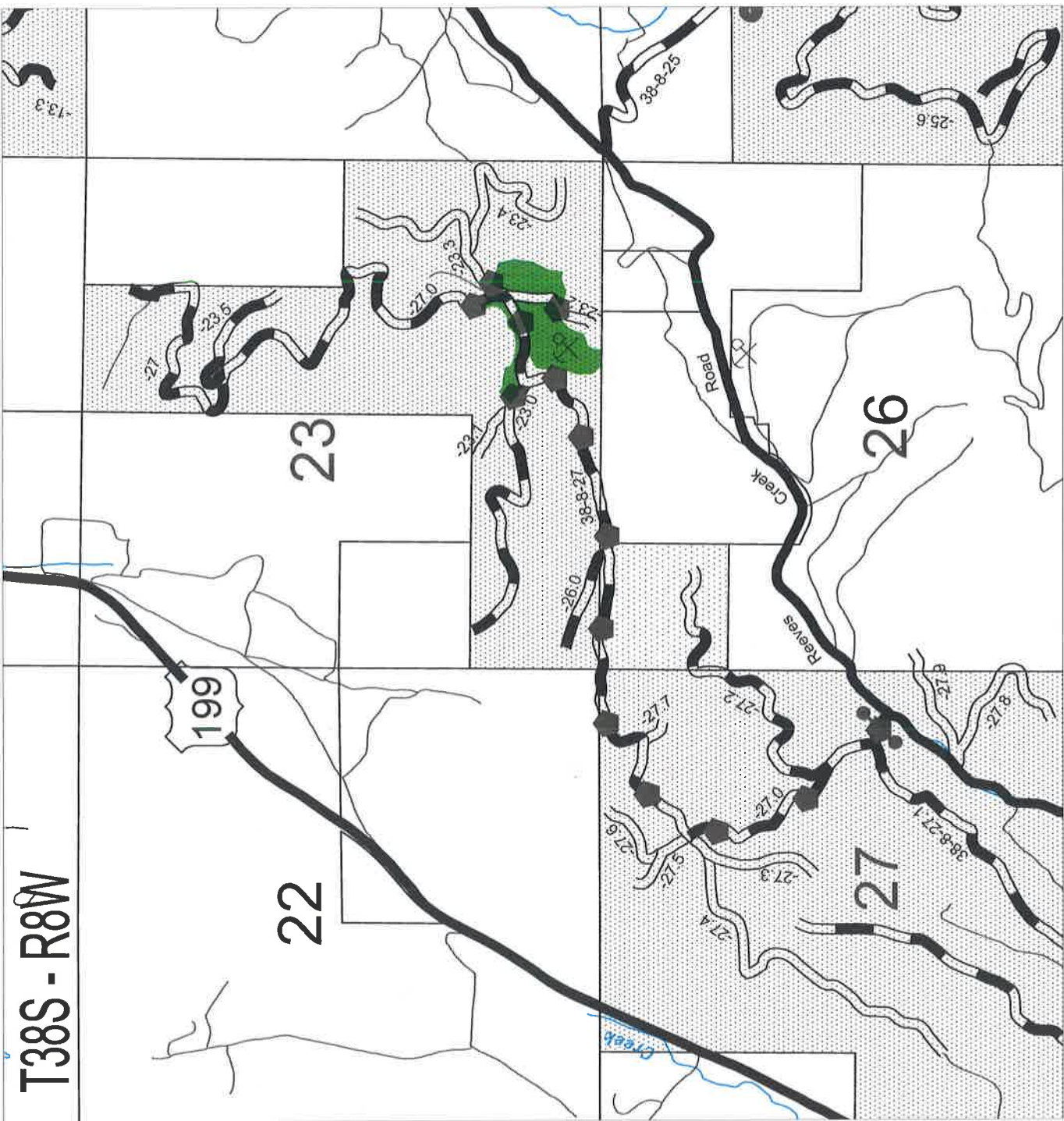


ALWAYS  
**THINK**  
SAFETY

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

REEVES CREEK SALVAGE  
TIMBER SALE  
ROAD MAINTENANCE MAP

DESIGNED:	
REVIEWED:	
APPROVED:	
DRAFTED BY: BLM	SCALE: 1" = 1,500 FT
DATE: MARCH 2015	SHEET: 1 OF 1
DRAWING NO.: OR-11-9113.4-1	





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

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are to be retained and which trees are to be cut and removed. The Selection of retention shall comply with Reeves Creek Salvage Timber Sale Special Provisions Sec 41. The Purchaser shall leave all boundary and interior trees marked with orange paint and/or poster tags. Within harvest units, the Purchaser shall also leave live hardwoods and live green conifers with a low probability of mortality as defined in Appendix 1 of this Exhibit.

Before cutting and removing any trees necessary to facilitate logging in all Harvest Units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan.

**Treatment Objectives:** Recover mortality and anticipated mortality in designated unit areas burned in the Reeves Creek Fire.

**Prescription:** Salvage harvest fire-killed and fire-injured trees using percent crown length killed and percent crown volume killed as defined in Appendix 1. **Appendix 1** describes the condition of trees available for removal. **Appendix 2** illustrates trees at varying percentages of crown volume scorch.

In determining what material to retain, the Purchaser shall make selections based on the following criteria:

### **TREES CONSIDERED NOT SUITABLE FOR HARVEST**

- Conifers with a low probability of mortality (see Appendix 1).
- All trees > 40 inches DBH, unless posing a roadside hazard or to on-site persons or property.
- All preexisting down woody material (DWM)
- Live hardwoods > 8 inches DBH.
- Orange marked trees.
- All non-hazardous large hardwood snags ( $\geq 16$  inches DBH).
- If a retention snag needs to be fallen for safety concerns another snag of similar size will be retained in substitution.

### **YARDING OF UNMERCHANTABLE MATERIAL (YUM)**

- The unit exhibits excessive dead hardwood densities requiring removal. YUM yard excess dead hardwood material 8-16 inches DBH from the unit and deck along the fill slopes of existing roads where the road coincides with unit boundaries as shown on Exhibit A.

## APPENDIX 1

### Smith and Cluck (2011) Marking Guidelines for Fire-injured Trees

These guidelines are based on the fire injured tree marking guidelines developed from Smith and Cluck (2011), Fowler and Seig (2004), and Filip et al. (2007). A probability of mortality of 0.50 ( $P_m=0.50$ ) was selected for this project to meet the management objectives of: 1) recovering economic value of fire-killed or fire injured trees; 2) improving the safety of workers involved in reforestation and subsequent maintenance of the site; and 3) retaining those trees that have a moderate to high probability of survival to provide forest cover as a natural seed source for regeneration and wildlife habitat.

**All trees >40" DBH, regardless of condition, will be retained to provide for wildlife except when they pose a hazard to people or property.**

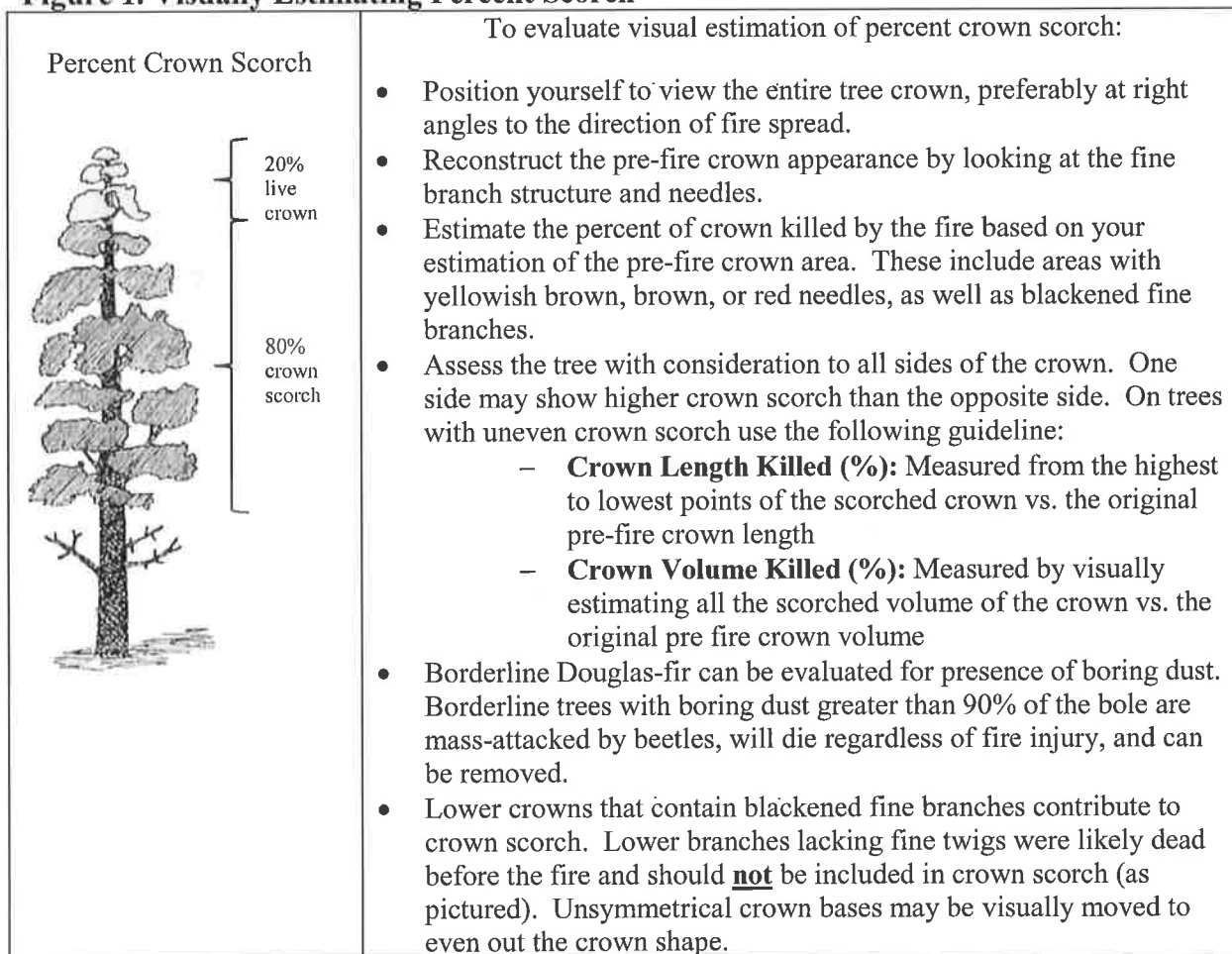
#### Mark for removal any tree that meets the following criteria:

1. Any tree with no green needles (does not include those designated for snag retention outside of harvest unit boundaries).
2. For all species, trees should be removed if any combination of boring dust or frass (in bark crevices, webbing along the bole, or that accumulates at the base of the trees), pitch tubes with pink or reddish boring dust associated with them, pouch fungus conks and/or current woodpecker activity (holes into the sapwood and/or bark flaking, specifically excludes injury caused by sapsucker feeding) is present over **at least 1/3 of the bole circumference**.
3. Any tree that meets or exceeds the following fire-injured conifer mortality guidelines (Table 1) at the  $P_m = 0.5$  level. This assessment will be made by visually estimating the percent of the original pre-fire crown length or crown volume killed (Figure 1) and tree diameter (DBH).

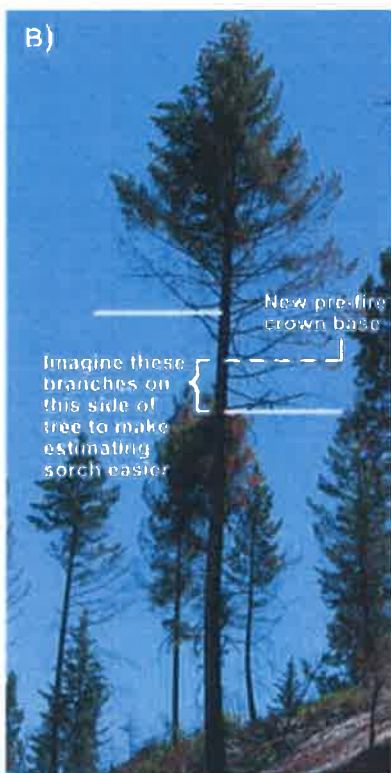
**Table 1: Specific criteria for marking fire-injured trees at the  $P_m=0.5$  level**

<b>Douglas-fir</b>	
<b>DBH</b>	<b>Percent Crown Volume Killed</b>
4-40"	65
<b>Ponderosa pine</b>	
<b>DBH</b>	<b>Percent Crown Length Killed</b>
10-29"	50
30-40"	25
41-50"	10
<b>Incense cedar</b>	
<b>DBH</b>	<b>Percent Crown Length Killed</b>
10-60"	85
<b>Sugar pine</b>	
<b>DBH</b>	<b>Percent Crown Length Killed</b>
10-60"	50

**Figure 1. Visually Estimating Percent Scorch**



**APPENDIX 2: Crown Scorch Guide (USDA Forest Service RMRS-GTR-199 Supplement. 2007)**



**50 percent crown volume scorched.**

A) The short, lower branches of this tree were dead before the fire and should not be included when determining crown scorch. Branches that were dead before the fire will not have any fine twigs and will often be broken off.

B) Trees often have unsymmetrical crown bases as seen here. It may help to "move" some of the lower branches to the other side of the crown to even out the crown bases and then estimate crown scorch based on this new crown shape.

**60 percent crown volume scorched.**



A) Be careful to look at all sides of the tree—the crown scorch is much lower on the back side of this tree.

B) A tree with high scorch on all sides of the crown. The lower, short branches were dead before the fire. Be careful to include only the branches that have fine twigs when estimating pre-fire crown volume.



**80 percent  
crown  
volume  
scorched.**



**90 percent  
crown  
volume  
scorched.**

Very few  
green  
needles  
remain in  
the crown  
with this  
high level of  
crown  
scorch.



**100 percent  
crown  
volume  
scorched.**

Green  
needles are  
absent in the  
crown.

## DEFINITIONS

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

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

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

Fire-Killed Tree: A standing or fallen conifer tree with 100% of the crown scorched showing brown needles or the crown is black with no needles (Appendix 2).

Fire-Injured Tree: A conifer tree exhibiting crown scorch while still retaining green needles. Some fire-injured trees may die within 2-5 years (Appendix 1).

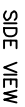
Hardwood: A live deciduous broad-leaved tree which usually has a single well-defined trunk, exhibits > 30% live crown ratio and is capable of attaining a height greater than 20 feet. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

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

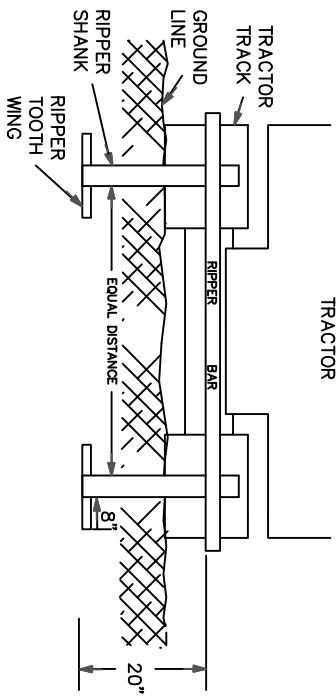
Percent crown scorch: A measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be obvious to the naked eye as yellowish brown or red needles). Asymmetrical crowns may require visually “moving” live or burned branches to even out the crown before measurement.

- Percent Crown Length Killed: Percentage of completely dead branches (both scorched and/or blackened) in relation to the original (pre-fire) crown length. Applies to ponderosa pine, incense cedar, and sugar pine. Crown length is a linear measurement and does not account for crown shape.
- Percent Crown Volume Killed: Percentage of the volumetric proportion of crown kill (brown needles and blackened fine branches) to the volume occupied by the entire pre-fire crown. Crown volume estimates consider crown shape.

Snag: 1. Standing dead conifer or hardwood tree species (with a well-defined single main stem or trunk) from which the top has died with standing remains at varying rates of decomposition. 2. Conifer trees that exhibit a high probability of mortality within the next 2-5 years (Appendix 1).



TYPICAL RIPPER POSITION



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

## WING RIPPER DETAIL

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

DESIGNED	_____		
REVIEWED	_____		
APPROVED	_____		
CHIEF, DIVISION OF ENGINEERING AND ARCHITECTURE			
DRAWN:	JWR	SCALE:	NONE
DATE:	October 2009	SHEET	1 OF 1
DRAWING NO.			





**United States of America**  
**Department of the Interior**  
**Bureau Of Land Management**  
**Timber Sale Appraisal**

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**District :** Medford  
**Sale Name :** Reeves Creek Salvage  
**Sale Date :** 05/21/2015  
**Appraisal Method :** 16' MBF

**Contract # :** ORM07-TS-15-07  
**Job File # :** M11317  
**Master Unit :** Josephine  
**Planning Unit :** Grants Pass

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Timber - Sale - Summary**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	38S	8W	23	S1/2SE1/4

**Cutting Volume (16' MBF)**

Unit	DF	SP	PP	IC					Total	Regen	Partial	ROW
1	154	17	3	1					175	15	0	0
Totals	154	17	3	1					175	15	0	0

**Logging Costs per 16' MBF**

Stump to Truck	\$	237.85
Transportation	\$	32.18
Road Construction	\$	44.81
Road Amortization	\$	0.00
Road Maintenance	\$	10.85

Other Allowances :

Fuels Treatment	\$ 11.09
Misc	\$ 2.19
Other Costs	\$ 27.15
<b>Total Other Allowances :</b>	<b>\$ 40.43</b>

**Profit & Risk**

Total Profit & Risk	11 %
Basic Profit & Risk	8 % + Additional Risk 3 %
Back Off	0 %

**Tract Features**

Avg Log	Douglas-fir : 77 bf	All : 81 bf
Recovery	Douglas-fir : 78 %	All : 78 %
Salvage	Douglas-fir : 100 %	All : 100 %
Avg Volume ( 16' MBF per Acre)		12
Avg Yarding Slope		30 %
Avg Yarding Distance (feet)		150
Avg Age		80
Volume Cable		40 %
Volume Ground		60 %
Volume Aerial		0 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		0.00
Road Decommission Stations		0.00

**Cruise**

Cruised By	Caulfield/Cannon
Date	03/03/2015
Type of Cruise	3P,100%
County, State	Josephine, OR

**Net Volume**

Green (16' MBF)	0
Salvage (16' MBF)	175
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$131.25

Total Logging Costs per 16' MBF

\$ **366.12**

**Utilization Centers**

Center #1 : Cave Junction	12 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	12

**Length of Contract**

Cutting and Removal Time	12 Months
Personal Property Removal Time	1 Months

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Stumpage Summary**

**Stumpage Computation (16' MBF)**

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	947	154	\$ 490.67	\$ 53.97	\$ 366.12			\$ 70.60	\$ 10,872.40
SP	71	17	\$ 255.00	\$ 28.05	\$ 366.12			\$ 25.50	\$ 433.50
PP	12	3	\$ 255.00	\$ 28.05	\$ 366.12			\$ 25.50	\$ 76.50
IC	1	1	\$ 537.00	\$ 59.07	\$ 366.12			\$ 111.80	\$ 111.80
<b>Totals</b>	<b>1,031</b>	<b>175</b>							<b>\$ 11,494.20</b>

**Log Code by Percent**

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir			3.0	58.0	39.0	
Sugar Pine					100.0	
Ponderosa Pine					100.0	
Incense-cedar					100.0	

**Marginal Log Volume**

Species	Grade #7	Grade #8
Douglas-fir		
Sugar Pine		
Ponderosa Pine		
Incense-cedar		

**Appraised By :** Caulfield, Dave

**Date :** 03/11/2015

**Area Approval By :** Caulfield, Dave

**Date :** 03/11/2015

**District Approval By :**

**Date :**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Prospectus**

**Appraisal Method : (16' MBF)**

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	947	154	125	
Sugar Pine	71	17	14	
Ponderosa Pine	12	3	3	
Incense-cedar	1	1	1	
<b>Total</b>	<b>1,031</b>	<b>175</b>	<b>143</b>	

**All Species**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
225	1,031	218	15.7	212	2,621	81

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
2,621	405	3,026	2.9	175	225	78 %

**Douglas-fir**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
197	947	208	15.5	186	2,413	77

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
2,413	321	2,734	2.9	154	197	78 %

**Cutting Areas**

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1	15			15
<b>Totals :</b>	<b>15</b>			<b>15</b>

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Exhibit B**

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

**Sale Totals (16' MBF)**

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	154		
Sugar Pine	17		
Ponderosa Pine	3		
Incense-cedar	1		
<b>Sale Totals</b>	<b>175</b>		

**Unit Details (16' MB)**

Unit    1                      15 Acres                      Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	154		
Incense-cedar	1		
Ponderosa Pine	3		
Sugar Pine	17		
<b>Unit Totals</b>	<b>175</b>		

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Volume Summary**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Sale Volume Totals**

15 Acres                      15 Regen                      0 Partial                      0 R/W                      1 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	947	2,413	321	154	186	197	125	150	160	0	0	0
Sugar Pine	71	173	72	17	21	23	14	17	19	0	0	0
Ponderosa Pine	12	34	12	3	4	4	3	3	3	0	0	0
Incense-cedar	1	1	0	1	1	1	1	1	1	0	0	0
<b>Totals</b>	<b>1,031</b>	<b>2,621</b>	<b>405</b>	<b>175</b>	<b>212</b>	<b>225</b>	<b>143</b>	<b>171</b>	<b>183</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Unit Totals**

Unit : 1                      15 Acres                      15 Regen                      0 Partial                      0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	947	2,413	321	197	186	154
Sugar Pine	71	173	72	23	21	17
Ponderosa Pine	12	34	12	4	4	3
Incense-cedar	1	1		1	1	1
<b>Unit Totals</b>	<b>1,031</b>	<b>2,621</b>	<b>405</b>	<b>225</b>	<b>212</b>	<b>175</b>

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Stump to Truck Costs**

**Total (16' MBF)**

<b>Total Stump to Truck Costs</b>	<b>Net Volume</b>	<b>Cost / Net Volume</b>
\$ 41,624.44	175	\$ 237.85

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**Detail**

**Yarding & Loading**

<b>Yarding System</b>	<b>Unit Of Measure</b>	<b>Units</b>	<b>Cost / Unit</b>	<b>Total Cost</b>
Med Twr=40-70	GM MBF	85	\$ 227.65	\$ 19,350.25
Track Skidder	GM MBF	127	\$ 157.56	\$ 20,010.12
<b>Subtotal</b>				<b>\$ 39,360.37</b>

**Other Costs**

<b>Explanation</b>	<b>Unit Of Measure</b>	<b>Units</b>	<b>Cost / Unit</b>	<b>Total Cost</b>
Dirrectional Falling	MBF	21	\$ 12.57	\$ 263.97
YUM Yard HW	Acre	15	\$ 133.34	\$ 2,000.10
<b>Subtotal</b>				<b>\$ 2,264.07</b>

**Additional Move-Ins**

<b>Equipment</b>	<b># Move-In</b>	<b>Cost / Move In</b>	<b>Total Cost</b>
<b>Subtotal</b>			

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

**Other Allowances Costs**

**Total (16' MBF)**

<b>Total Other Allowances Costs</b>	<b>Net Volume</b>	<b>Cost / Net Volume *</b>	<b>Total Buy Out Cost</b>
\$7,076.00	175	\$40.43	\$0.00

**Fuels Treatment**

**Detail (16' MBF)**

<b>Cost Item</b>	<b>Total Cost</b>	<b>Cost / Net Vol *</b>	<b>Buy Out</b>	<b>Buy Out Cost</b>
Hand Pile, Cvr - Level 2	\$ 760.00	\$ 4.34	N	\$ 0.00
Hand Pile Brn-Level 2	\$ 80.00	\$ 0.46	N	\$ 0.00
Lop and Scatter-Lvl 2	\$ 780.00	\$ 4.46	N	\$ 0.00
Hand Pile Brn-Level 5	\$ 320.00	\$ 1.83	N	\$ 0.00
<b>Subtotal</b>	<b>\$ 1,940.00</b>	<b>\$ 11.09</b>		<b>\$ 0.00</b>

**Misc**

**Detail (16' MBF)**

<b>Cost Item</b>	<b>Total Cost</b>	<b>Cost / Net Vol *</b>	<b>Buy Out</b>	<b>Buy Out Cost</b>
Water Bar Corridors	\$ 128.00	\$ 0.73	N	\$ 0.00
Cover Corridors with Slash	\$ 256.00	\$ 1.46	N	\$ 0.00
<b>Subtotal</b>	<b>\$ 384.00</b>	<b>\$ 2.19</b>		<b>\$ 0.00</b>

**Other Costs**

**Detail (16' MBF)**

<b>Cost Item</b>	<b>Total Cost</b>	<b>Cost / Net Vol *</b>	<b>Buy Out</b>	<b>Buy Out Cost</b>
Equipment Washing	\$ 500.00	\$ 2.86	N	\$ 0.00
Equipment Washing	\$ 740.00	\$ 4.23	N	\$ 0.00
Ripping	\$ 415.00	\$ 2.37	N	\$ 0.00
Hand Seeding @ 17 lb seed per hour	\$ 440.00	\$ 2.51	N	\$ 0.00
Mulching (2 hours/5 bales)	\$ 1,200.00	\$ 6.86	N	\$ 0.00
Waterbar Skids	\$ 150.00	\$ 0.86	N	\$ 0.00
Barricades	\$ 75.00	\$ 0.43	N	\$ 0.00
Landing Construction	\$ 600.00	\$ 3.43	N	\$ 0.00
Landing Clean up	\$ 600.00	\$ 3.43	N	\$ 0.00
Stream and Culvert Cleaning	\$ 32.00	\$ 0.18	N	\$ 0.00
<b>Subtotal</b>	<b>\$ 4,752.00</b>	<b>\$ 27.15</b>		<b>\$ 0.00</b>

\* Cost / Net Volume has been rounded to the nearest \$0.01 Subtotals may not tie to Sale Total Cost / Net Volume.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Consolidated Comments**

Medford  
Reeves Creek Salvage  
ORM07-TS-15-07

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**General**

Salvage Sale.  
April 2015 pricing.  
Small amount of Incense-cedar is in the sale area, 1 mbf of IC was added to appraisal to determine a price for this species.  
All Pine is priced as salvage Pine.

**Yarding & Loading**

9 Acres Tractor.  
6 Acres Cable.

**Road Costs**

(see Engineering Appraisal for details).

**Transportation**

(see Transportation appendix for details).

**Other Allowances**

Cover and Burn Landing Decks is Labeled Hand Pile Burn Level 5.  
Equipment washing 2 tractors(\$250), 1 yarder(\$370), 1 loader (\$370).

**Prospectus**





1) Road Use Fees - Amortization

R/W Number	Road Number	Rd Use Fee x	Vol MBF	Road Use = Obligation
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(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul <sup>1/ 2/</sup>

Road Number and Segment	A Surf N Type	Maint Mi	Vol x Fee x	MBF	Total = Maint
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(2.1) Subtotal \$0.00

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.  
2/ Include lump sum logging damage repair

3) Third Party Maintenance and Rockwear

		MAINTENANCE (3.1)			ROCKWEAR (3.2) <sup>1/ 2/</sup>		
Agrmnt Number	Road Number	Mi	x Fee x	MBF =	Maint	Fee x MBF =	Rkwear

(3.1) Subtotal \$0.00

(3.2) Subtotal \$0.00

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.  
2/ Include lump sum logging damage repair

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Agency	Road Number	Fee MBF/Mi x	Mi	=	Fee /MBF x	Vol Hauled	Maint = Cost
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(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1) <sup>1/2</sup>

Road No and Segment	1/ A	RkWear Mi	Vol x Fee x	Total MBF = RkWear
38-8-27	A	1.83 0.49	175	\$156.92
38-8-23.2	A	0.20 0.00	100	\$0.00
38-8-23.0	A	0.04 0.49	50	\$0.98
38-8-23.3	A	0.02 0.00	50	\$0.00

(5.1) Subtotal \$157.90

1/ All surfaced roads have a rockwear fee which includes an allowance for rock haul  
2/ Include lump sum logging damage repair

## Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.  
If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions. Note in prospectus.

### Move In

Equipment 1/	No Units	Move x in	Cost/ 50 Mi x	Dist Factor	Sub- total
Motor Grader:	1	1	\$483.00	0.63	\$304.29
Back Hoe:	1	1	\$483.00	0.63	\$304.29
Loader:			\$483.00	0.63	\$0.00
Water Truck:	1	1	\$107.00	0.63	\$67.41
Dump Truck 2/:			\$128.00	0.63	\$0.00

(5.2A) Total \$675.99

1/ Equipment limited to that allowed in Exhibit D.

### Culvert Maintenance - Including Catch basins and Downpipes <sup>1/</sup>

Miles	x	Cost/Mi	=	Subtotal
0.50		334.17		\$167.09

(5.2B) Total \$167.09

1/ Does not include purchase or installation of culvert pipe.

### Grading (Includes Ditches and Shoulders) <sup>1/</sup>

	Miles	x	Cost/Mi	x	Freq	=	Subtotal
Blade w/ Ditch:	0.50		720.50	1			\$360.25
Blade w/o Ditch:	0.00		446.73	0			\$0.00

(5.2C) Total \$360.25

1/ Watch for double allowance on roadway preparation for dust palliative application.

### Slide and Slough removal, Slump Repair (15 sta-yds. ea.) <sup>1/</sup>

Type Equipment	No Slides /Slumps	Hours x Each	Equip Cost	=	Subtotal
Grader:	0	0	147.33		\$0.00
Loader:	0	0	107.45		\$0.00
Backhoe:	0	0	76.21		\$0.00

(5.2D) Total \$0.00

1/ Maximum haul is 15 sta. yds. Use grader or front end loader only.

### Dust Palliative (Water) <sup>1/</sup>

#### Spreading Hours

Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
2.00		10		0.2		30		1		6
Load & Haul	=			0.0		0		0		0
Total Hours =										6

Truck Cost: \$89.57/Hr. x 6.0 Hours = \$537.42

(5.2E) Total \$537.42

1/ Allow water for all BLM maintained non-oiled roads.

Surface Repair (Aggregate)

Production Cost:	0.0 CY x \$0.00/CY	=	\$0.00
Haul to Stockpile:	0.0 CY x (( \$2.21/CY x 0.00 Mi) + \$0.74)	=	\$0.00
Stockpile:	0.0 CY x \$1.01/CY	=	\$0.00
Load from Stockpile:	0.0 CY x \$1.11/CY	=	\$0.00
Haul from Stockpile:	0.0 CY x (( \$2.21/CY x 0.00 Mi) + \$0.74)	=	\$0.00
Process with Grader:	0.0 CY x \$0.90/CY	=	\$0.00
Compaction:	0.0 CY x \$1.34/CY	=	\$0.00

(5.2F) Total \$0.00

Other

Fallen Timber Cutting: <sup>1/</sup>	0.0 Hours x \$0.00/Hour =	\$0.00
Brush Cutting/Tree Trimming: <sup>2/</sup>	0.0 Hours x \$0.00/Hour =	\$0.00
Oil/Asphalt Materials: <sup>3/</sup>	Lump Sum =	\$0.00
Signing for Dust Palliatives: <sup>4/</sup>	Lump Sum =	\$0.00
	Lump Sum =	\$0.00
	Lump Sum =	\$0.00
	Lump Sum =	\$0.00

(5.2G) Total \$0.00

- 1/ Exhibit D Subsection 3104.
- 2/ Exhibit D Subsection 3107.
- 3/ Exhibit D Subsection 3401.
- 4/ Exhibit D Subsection 3405b.



TOTAL PURCHASE PRICE			
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(Continued on reverse)

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

Bid submitted on (date)

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm (type or print)
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)
<input type="checkbox"/> Corporation organized under the state laws of	(To be completed following oral bidding)
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By (signature)
Title	Date
Submit bid, in <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 (3) Time bids are to be opened (4) Legal description
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	

## 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.