

P R O S P E C T U S

SCALE SALE

ASHLAND RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM06-TS-2017.0012
September 14, 2017 (LM)

#4 Squishy Bug Salvage, Jackson County, O&C.

BID DEPOSIT REQUIRED: **\$6,800**

All timber designated for cutting in S½ SW¼, SW¼ SE¼ Section 27, W½ NE¼, E½ NW¼, N½ SW¼, SE¼ SW¼, W½ SE¼ Section 34, T. 38 S., R. 2 W., W½ NW¼, NW¼ SW¼, Section 25, N½ NE¼, SE¼ NE¼, W½ SE¼, Section 26, E½ NE¼, Section 35, SW¼ NW¼ Section 36, T. 38 S., R. 3 W., SW¼ Section 2, LOT 5, LOT 6, SW¼ NW¼, NW¼ SW¼ Section 3, SE¼ NE¼, NE¼ SE¼ Section 4, S½ NE¼, E½ NW¼, N½ SE¼, E½ SE¼ Section 7, SE¼ SE¼ Section 8, S½ SE¼, NW¼ SE¼, S½ SW¼ Section 9, LOT 4, S½ SW¼ Section 10, SW¼ NW¼ Section 11, LOT 1, W½ NE¼, E½ NW¼, N½ NW¼ Section 15, NE¼ Section 17, T. 39 S., R. 2 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
5,203	796	Douglas-fir	1,023	\$66.20	\$67,722.60
5,203	796	Totals	1,023	\$66.20	\$67,722.60

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

**Minimum stumpage values were used to compute the appraised price (10% of pond value).

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 NE Spalding Ave, Grants Pass, Oregon, at 9:00 a.m. on September 14th 2017.

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

CRUISE INFORMATION – All tree species have been cruised using the Variable Plot Cruise method. The sample trees have been measured, and the volume expanded to a total sale volume. With respect to merchantable trees of all conifer species: the average tree is 17.6 inches DBHOB; the average gross merchantable log contains 74 bd. ft.; the total gross volume is approximately 1387 M bd. ft.; and 74% recovery is expected. (Average DF is 17.6 inches DBHOB; average gross merchantable log DF contains 74 bd. ft.).

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

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

The 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 – 42 unit(s) containing 200 acres may be cut.

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

ACCESS – Access to the sale area is available via State, County, and BLM roads.

ROAD MAINTENANCE - The Purchaser will be required to maintain 0.39 miles of existing road listed in Exhibit D Section 3100. BLM will maintain 23.67 miles of roads listed in Exhibit D Section 3100. The Purchaser will be required to pay a maintenance fee of \$1.35 per MBF per mile for the use of Aggregate surfaced roads; Purchaser will be required to pay a maintenance fee of \$0.92 per MBF per mile for the use of bituminous surfaced roads.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content is high as determined by the Authorized Officer. The Purchaser shall construct motor vehicle barricades on all primary skid roads which intersect any haul roads; water bar and decommission all skid roads; and mulch and seed fill slopes on the newly constructed landings fill slope.

EQUIPMENT REQUIREMENTS - LOGGING: A yarding tractor not greater than twelve (12) feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of covering landing piles, lop and scatter treatments on one hundred eighteen (118) acres, and hand-piling treatments on eighty two (82) acres.

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, or protection through survey and manage and/or protection buffers in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
3. Existing concrete barricades displaced for access shall be restored to their original condition prior to logging operations.

4. The Purchaser shall provide two (2) flaggers to control traffic on the Sterling Mine Ditch Trail where it passes adjacent to units 9-1, 9-3, 9-5, 9-6, and 9-7 whenever felling, bucking and yarding operations are in progress on that area.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Jacksonville Oregon, proceed south on Applegate Street for Sterling Creek Road for approximately 2 miles to Sterling Creek Road. Turn southeast on Sterling Creek Road and proceed for approximately 8 miles to road 39S-2W-8.0. Turn left to access units in the Armstrong Demming area. To access units in section T39S-2W-7, continue southwest on Sterling Creek road approximately a quarter mile to road 39S-2W-7. To access units in Bishop Creek from Jacksonville proceed South west on the Medford Provolt HWY for approximately 5 miles to Bishop Creek Rd. Turn left on Bishop Creek Rd and in approximately 1.5 miles turn right onto road 38S-3W-26. To access units of the Griffin/Anderson side proceed southwest on Griffin Lane for approximately 2 miles to Anderson Butte Rd. Proceed southwest on Anderson Butte Road for approximately 3 miles to road 38S-2E-26. Take a right on road 38S-2E-26 and proceed south.

ENVIRONMENTAL ASSESSMENT – A categorical exclusion (MO60-2017-0002-CX) was prepared for this sale. This document is available for inspection as background for this sale at the Medford Interagency Office.

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SPECIAL PROVISIONS

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

Sec. 40. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) IR-2 All timber except approximately two thousand eight hundred eighty six (2,886) trees marked for cutting heretofore by the Government with Blue Paint above and below stump height in units 27-2, 27-4, 34-1, 34-2, 34-3, 26-2, 26-5A, 2-1, 3-1, 7-2, 8-3, 9-4, 9-5, 9-6, 9-7, 9-8, 15-1, and 17-1 as shown on Exhibit A.
- (B) IR-1 Approximately one thousand three hundred twelve (1,312) trees marked with orange paint in units 27-1, 27-3, 26-1, 26-3, 26-4, 26-5B, 26-6, 26-7, 26-8, 25-1, 35-1, 35-3, 7-1, 7-3, 8-1, 8-2, 9-1, 9-2, 9-3, 15-3, and 11-1 as shown on exhibit A.
- (C) IR-6 All hardwood trees in all units as shown on Exhibit A.
- (D) IR-5 All young growth conifers less than eight (8) inches in diameter D.B.H.O.B. not damaged in the normal course of logging in all units as shown on Exhibit A.

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Section 42

(A) Log Exports

- (1) LE-1 All timber sold to the Purchaser under the terms of this contract 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 (8 3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8 3/4) inches in thickness or less; (6) shakes and shingles.

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

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

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

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- (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
- (g) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.
- (h) 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.
- (i) 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.
- (j) Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway yellow paint.
- (k) In the event of the Purchasers 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.

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(B) Logging

1. L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) days or more, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
2. L-2 Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. (A pre-work conference between the Purchaser’s authorized representative and the Authorized Officer’s representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.) All logging shall be done in accordance with the plan.
3. L-6 All snags and culls designated for cutting shall be felled concurrently with all other trees designated for cutting in the selective cutting area shown on Exhibit A. Exceptions can be permitted if tree does not pose a safety risk as determined by Authorized Officer.
4. L-10 In the contract area shown on Exhibit A, all trees designated for cutting which are within one hundred fifty-five (155) feet of the unit boundary shall be felled way from the painted and posted unit boundary. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
5. L-11 No trees may be felled into the Sterling Mine Ditch Trail designated on Exhibit A. Trees shall be pulled away from the Sterling Mine Ditch Trail during felling. The Sterling Mine Ditch Trail shall be protected at all times from operations to prevent damage.
6. L-12 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
Tractor Units: 2-1, 3-1, 7-1, 7-3B, 8-3, 9-1, 9-2, 9-4, 11-1, 15-1, 17-1A, 17-1B, 25-1, 26-2, 26-5B, 26-	Yarding tractor width will not be greater than twelve (12) feet as measured from the outer edges of the standard width dozer blade in the straight position, or ten (10) feet as measured from the outer edges of standard width track shoes.

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Designated Area	Yarding Requirements or Limitations
<p>6A, 26-8, 27-1, 27-3, 34-1A, 34-2, 34-3, 35-3</p>	<p>Yarding tractors will be equipped with integral arches and winch systems capable of lining logs at least seventy five (75) feet.</p> <p>Designate skid trails at an average of one hundred and fifty (150) foot spacing in order to minimize ground disturbance. The location of the tractor skid roads must be clearly designated on the ground, at locations approved by the Authorized Officer. Use existing skid trails to the extent possible. Where new skid trails are necessary, limit the extent to minimize the impact.</p> <p>No front-end loaders are permitted.</p> <p>No yarding up or down draw bottoms is permitted.</p> <p>Restrict tractor and mechanical operations to slopes generally less than thirty five (35) percent. In areas where it is necessary to exceed these gradients to access adjacent tractor area use ridge tops where possible.</p> <p>No ground based yarding is permitted when soil moisture content at six (6) inch depth exceeds thirty (30) percent by weight as determined by the oven dry method. Yarding will be further limited in accordance with Section 25 if detrimental soil damage is occurring, as determined by the Authorized Officer.</p> <p>Log landing size shall not exceed one-quarter (1/4) acre.</p>

Designated Area	Yarding Requirements or Limitations
<p>Cable Units: 7-2, 7-3A, 8-1, 8-2, 9-3, 9-5, 9-6, 9-7, 9-8, 15-3, 26-1, 26-3, 26-4, 26-</p>	<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.</p>

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Designated Area	Yarding Requirements or Limitations
<p>5A, 26-6B, 26-7, 27-2, 27-4, 34-4, 35-1</p>	<p>A carriage which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet is required.</p> <p>Prior to marking or falling any timber in the unit, all yarding corridors, tail/lift trees and/or intermediate support trees shall be identified by the purchaser and approved by the Authorized Officer.</p> <p>Existing cable corridors shall be used whenever possible.</p> <p>The width of the skyline corridors shall be as narrow as operationally feasible. The maximum width will be fifteen (15) feet.</p> <p>Immediately after use, construct water bars by hand, and pull available slash into skyline yarding corridors where gouging of mineral soil occurs for a continuous distance of 20 feet or more, as directed by the Authorized Officer.</p> <p>Apply native, site-specific seed approved by the resource area botanist and certified weed-free straw to the top 20 feet of the skyline yarding corridor where yarding logs to the road results in extended soil exposure.</p> <p>Log landing size shall not exceed one-quarter (¼) acre.</p>
<p>Common to all units adjacent to the Sterling Mine Ditch Trail</p>	<p>Any recreation infrastructure impacted by logging operations (trails, service roads, kiosks, buildings, picnic tables, etc.) would be restored to their original condition prior to logging operations (See Sec. 29 of contract).</p> <p>Restrict use of mechanized equipment within twenty-five (25) feet of the Sterling Mine Ditch Trail.</p> <p>Keep the Sterling Mine Ditch Trail free of debris.</p> <p>During non-operations times, purchaser will ensure that all trailhead access points will not be restricted to public use or blocked with equipment. Warning signs at the applicable trailheads will be set up and taken down daily,</p>

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as appropriate.

7. L-14 No yarding or loading is permitted in or through plant sites, or protected sites, shown on Exhibit A.
8. L-19 No tractor yarding, landing construction, road renovation, water bar construction, barricade construction, or seeding/mulching shall be conducted within the contract area between October 15 of one calendar year and May 15th of the following calendar year, both days inclusive, or when soil moisture exceeds 30% when sampled at a 6 inch depth as determined by Authorized Officer. A conditional waiver for seeding/mulching may be permitted as determined by the Authorized Officer.
9. L-19 Restrict all timber hauling and landing operations on native surface roads whenever soil moisture conditions or rain events could result in road damage or the transport of sediment to nearby stream channels, generally October 15th to May 15th. The Authorized Officer will coordinate with resource area watershed specialists and engineers to determine that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events. The conditional waiver may be suspended or revoked if conditions become unacceptable (where the road surface is deteriorating due to vehicular rutting or standing water, or where turbid runoff is likely to reach stream channels) as determined by the Authorized Officer. Road use is permitted during the wet season on adequately surfaced roads (aggregate, chip seal, paved) as determined by the Authorized Officer.
10. L-23 The Purchaser shall provide two (2) flaggers to control traffic on the Sterling Mine Ditch Trail where it passes adjacent to units 9-1, 9-3, 9-5, 9-6, and 9-7 whenever felling, bucking and yarding operations are in progress on that area.
11. L-23 The purchaser shall provide sufficient warning signs to control traffic on all major haul roads and within the contract area, or as directed by the Authorized Officer, whenever harvest operations are occurring. All haul roads intersecting with State and/or County roads shall be signed informing the general public along roadways, and to assure the protection of persons and properties. Signs shall meet current Manual on Uniform Traffic Control Devices (MUTCD) standards for traffic signs. Appropriate traffic control signs and devices shall be erected prior to use of the roadway or area and promptly removed when no longer required.
12. L-22 During logging operations, the operator shall keep the all major haul roads, where they pass through the contract area, clear of trees, rock, dirt, and other debris (so far as practicable) to allow for vehicle traffic.
13. L-24 Before cutting and removing any trees necessary to facilitate logging in all units as shown on Exhibit A, the Purchaser shall identify the location of 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

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to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

(a) All skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees 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 shall be limited to 12 feet, and cable yarding roads shall be limited to 15 feet.

(b) The Purchaser may immediately cut and remove additional timber to clear skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees when the trees have been marked with pink paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with 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; or, the Authorized Officer determines that all trees otherwise reserved in section 41 of the contract or any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with 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

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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 or blacking out blue paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

14. L-29 In accordance with the requirements of Sec. 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in or adjacent to all units as shown on Exhibit A, which is obstructing needed cable yarding roads, ground based yarding skid roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Sec. 41 of the contract are not included in the authorization.
- (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging red fluorescent flagging near the stump so that the stump can be visually located from a distance of not less than one hundred (100) feet.
- (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Sec. 3(a) or 3(c) of the contract as required by Sec. 8 of the contract.
- (d) No timber may be cut or removed under the terms of this provision until all contract payments required by Sec. 3(a) or 3(c) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

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1. Failed to properly mark any stump with the "X" cut.
2. Failed to identify the location of any stump.
3. Cut any tree that was reserved for tree improvement and/or wildlife habitat.
4. Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
5. Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
6. Failed to properly segregate any pulled over tree that was yarded to the landing.
7. Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
8. Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
9. Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
10. Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
11. Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

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

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

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

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

15. L-33 Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all

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responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

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

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

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

PROVISION R-2: The Purchaser is authorized to use the roads listed and shown on Exhibit D Section 3100 for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pays the required maintenance obligations described in Provision R-2d The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

PROVISION R-2d: The Purchaser shall pay a road maintenance fee of (\$1.35) per thousand board feet log scale per mile for the use of said **Aggregate** surfaced roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior

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

PROVISION R-2d:

The Purchaser shall pay a road maintenance fee of (\$0.92) per thousand board feet log scale per mile for the use of said **Bituminous** surfaced roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. **The 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 maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance payment due, such excess shall be returned to the Purchaser after such determination is made.

PROVISION R-3c:

The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

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PROVISION R-4:

The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

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

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

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

PROVISION R-5:

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

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

(D) Environmental Protection

1. E-1 During operations the operator would be required to have a BLM-approved spill plan or other applicable contingency plan. In the event of any release of oil or hazardous substance, as defined in Oregon Administrative Rules (OAR) 340-142-0005 (9)(d) and (15), into the soil, water, or air, the operator would immediately implement the site's plan. As part of the plan, the operator would be required to have spill containment kits present on the site during operations. The operator would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act, Compliance with the Rules and Regulations of the Department of Environmental Quality. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements, contained in Oregon Department of Environmental Quality regulations.

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. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. In addition, such plan shall follow all applicable State of Oregon Department of Environmental Quality guidelines for spill prevention and containment of petroleum products (Oregon Administrative Rules, Chapter 340, Department of Environmental Quality, Division 142, Oil and Hazardous Materials Emergency Response Requirements).

2. E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not store, or cause to have stored, any fuel or other petroleum products inside any riparian reserve area. All petroleum products shall be stored in durable containers and located so that any accidental release will be contained and not drain into any stream system. Refuel equipment a minimum of 150 feet from streams, ponds, or other wet areas.
3. E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall construct road barricades as specified on Exhibit W, at locations where an existing barricade has been removed to provide for harvest access. Existing concrete

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barricades displaced for access shall be restored to their original condition prior to logging operations. Barricades shall be in place by October 15th of each calendar year.

4. E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall construct road barricades as specified on Exhibit W, on roads 39-2W-3.3, and 39-2W-17.2 Barricades shall be in place by October 15th of each calendar year.
5. E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall;
 - (a) Seed and mulch the entire length of roads 39S-2W-3.3, and 39S-2W-17.2 (and associated landings) as shown on Exhibit A in units 17-1, and 3-1 by October 15 of the year logging operations are completed. If hauling on a reconstructed road is not completed in the same year the road is constructed, the road will be storm-proofed and blocked by October 15th or when soil moisture exceeds thirty (30) percent. The Purchaser shall apply the seed at a rate of fifteen (15) lbs./acre and the straw at a rate of two thousand (2,000) lbs./acre.
 - (b) If skyline/yoder yarding in units 7-2, 7-3A, 8-1, 8-2, 9-3, 9-5, 9-6, 9-7, 9-8, 15-3, 26-1, 26-3, 26-4, 26-5A, 26-6B, 26-7, 27-2, 27-4, 34-4, and 35-1 result in extended soil exposure, as determined by the Authorized Officer, seed and mulch the top twenty (20) feet of the skyline yarding corridors by October 15th of the year logging operations are completed. The Purchaser shall apply the seed at a rate of fifteen (15) lbs./acre and the straw at a rate of two thousand (2,000) lbs./acre.

The Purchaser shall furnish the specific seed mixture prescribed by the Authorized Officer, which will include up to 3 grasses and 2 forbs from the following list, but may include substitutions approved by the Authorized Officer:

Grasses: Lemmons needlegrass (*Achnatherum lemmonii*), Mt. Brome (*Bromus carinatus*), blue wildrye (*Elymus glaucus*), California Fescue (*Festuca californica*), Roemer's Fescue (*Festuca roemeri*), Junegrass (*Koeleria macrantha*), and Sanberg's bluegrass (*Poa secunda*)

Forbs: western yarrow (*Achillea millefolium*), winecup clarkia (*Clarkia purpurea*), diamond clarkia (*Clarkia rhomboidea*), blue eyed Mary (*Collinsia grandiflora*), woolly sunflower (*Eriophyllum lanatum*), miniature lupine (*Lupinus bicolor*), madia (*Madia elegans*), and grassy tarweed (*Madia gracilis*).

The proportion of each species in the mixture shall be prescribed by the Authorized Officer.

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The Purchaser shall apply prescribed seed and straw mulch to acres designated for treatment, as directed by the Authorized Officer, at the following rates of application:

Grass seed 20 to 25 lbs/acre (cumulative, all species)

Forb seed 0.5 to 2 lbs/acre (cumulative, all species)

Straw mulch 1000 lbs/acre

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

<u>Test</u>	<u>Grasses (%)</u>	<u>Forbs (%)</u>
Purity:	95	80
Germination:	85	70
Weed content (max):	0.2	0.2

Furnished seed shall meet the minimum requirements for either Yellow Tag Source Identified Seed or Blue Tag Certified Class Seed, as defined by the Association of Official Seed Certifying Agencies. Seed source shall be approved by the Authorized Officer and shall be from the EPA Level III Ecoregion in which the project occurs. For each lot of seed, the Purchaser shall furnish the Authorized Officer a Seed Test result from a certified seed testing lab (e.g., Oregon State University), which shall include: test date; lot number; seed source; and results of test for purity, germination, and weed content. All seed lots must have been tested within the previous 12 months to be accepted. Seed that has become wet, moldy, or otherwise damaged shall not be accepted. Seed must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work.

If the Purchaser furnishes straw mulch from any source other than the BLM, the material must be from native grass or other approved sterile grain crops that are certified weed free and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for spreading in a uniform manner. Straw mulch must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work.

The seed mixture and straw mulch may be provided by the BLM if the purchaser is unable to locate and buy the approved materials. The Purchaser shall reimburse the government for the cost of seed and straw, if provided by the government.

6. E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
 - (a) Water-bar all skid trails and camouflage main skids trails with slash by October 15th or when soil moisture exceeds thirty (30) percent in all tractor units as shown on Exhibit A.

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- (b) Water-bar entire length of roads 39S-2W-3.3, and 39S-2W-17.2 (and associated landings) as shown on Exhibit A in units 17-1, and 3-1 by October 15th or when soil moisture exceeds thirty (30) percent.
7. E-3 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, or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), 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

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order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

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

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

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 logging costs caused by the delay, as determined by the

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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 occupied marbled murrelet sites in accordance with the ROD and RMP, 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, marbled murrelet occupied site protection in accordance with the ROD and RMP, 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.

8. E-5 The Purchaser shall notify the Authorized Officer in writing by February 1st of

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each calendar year in which operations are expected to take place on the contract area between March 1st and September 30th, both days inclusive. If notification is not received by the Authorized Officer by February 1st, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

9. E-7 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only be allowed to use logging, construction, brushing chipping, shredding or grinding and/or transportation equipment that is free of noxious weed seeds prior to entering federal lands in the contract area as shown on Exhibit A.

If equipment is not considered free of noxious weed seeds by the Government, it shall be cleaned prior to entering federal lands. Cleaning shall be defined as removal from all surfaces including the under carriage any dirt, grease, plant parts, and material that may carry noxious weed seeds onto federal lands. Cleaning prior to entering federal lands may be accomplished by using a pressure hose.

Equipment shall be subject to visual inspection by the Government to certify that the equipment is free of noxious weed seeds. Only equipment inspected by the Government shall be allowed to operate on federal lands within the contract area. The purchaser shall make equipment available for government inspection at an agreed upon location off federal lands prior to any move-in of equipment.

Requirements as outlined above may be waived by the Government if move-in is from one "weed free area" to another "weed free area", as determined by the Government, or as conditions warrant.

(E) Fire Prevention and Control

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

(a) 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.

(b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

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

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

2. F-2b A round pointed size zero (0) or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
3. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
4. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
5. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
6. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
7. F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.

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

(G) Slash Disposal and Site Preparation

1. SD-1a Lop and scatter all slash situated in units (table below) as shown on Exhibit A concurrently with the normal felling operation. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

Units	Cost Per Acre	Total Acreage	Total Cost
2-1, 2-1, 7-1, 7-2, 7-3AB, 11-1, 15-1, 15-3, 17- 1AB, 25-1, 26-6, 26-7, 26-8, 27-4, 34-1B, 34-2, 35-1, 35-3	\$47	118	
			\$5,546

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2. SD-1c Hand Pile and burn all slash situated in units (table below) as shown on Exhibit A in accordance with Exhibit F which is attached hereto and made a part hereof.

Units	Cost Per Acre	Total Acreage	Total Cost
26-1, 26-2, 26-3, 26-4, 26-5AB, 8-1, 8-2, 8-3, 9-1, 9-2, 9-3, 9-4, 9-5, 9-6, 9-7, 9-8, 34-1A, 34-3, 27-1, 27-2, 27-3	\$308	82	
			\$25,256

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 three (3) feet in length.
3. A six (6) foot by six (6) foot sheet of four (4) mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third ($\frac{1}{3}$) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than four (4) feet and no greater than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located within sixty (60) feet of fish-bearing, perennial streams or within thirty five (35) feet from non-fish-bearing, intermittent streams. Piles shall not be located on down logs, stumps, talus slopes, roadways, or drainage ditches. No pile shall be located within ten (10) feet of reserve trees, any other pile, or unit boundary. No pile shall be located within twenty five (25) feet of designated wildlife trees. No portion of the pile will be under the crown

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of any living conifer tree.

Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:

Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.

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

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

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

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

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

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

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

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completed prior to any required piling of slash.

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.

(H) Equal Opportunity in Employment

Certification of Non-segregated Facilities attached hereto and made a part hereof.

Seasonal Restriction Matrix

Sheet 1 of 1

Squishy Bug Salvage Timber Sale

ORM06-TS17-12



*Possible Waived Times are Hatched

*Restricted Times are Shaded

Sale Area	Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 15
Units	Hand timber falling and bucking												
27-2, 27-4, 34-1, 34-2, 34-3, 26-2, 26-5A, 2-1, 3-1, 7-2, 8-3, 9-4, 9-5, 9-6, 9-7, 9-8, 15-1, 27-1, 27-3, 26-1, 26-3, 26-4, 26-5B, 26-6, 26-7, 26-8, 25-1, 35-1, 35-3, 7-1, 7-3, 8-1, 8-2, 9-1, 9-2, 9-3, 15-3, and 11-1	Log processing, log loading, cable yarding ^{1,3}												
	Tractor Yarding ¹												
	Log hauling ^{1,2,3}												
	Waterbar, construction barricade construction, road renovation, and roadside brushing ¹												
	Road rockings, grading and watering ¹												
	Soil ripping, seeding, mulching ¹												

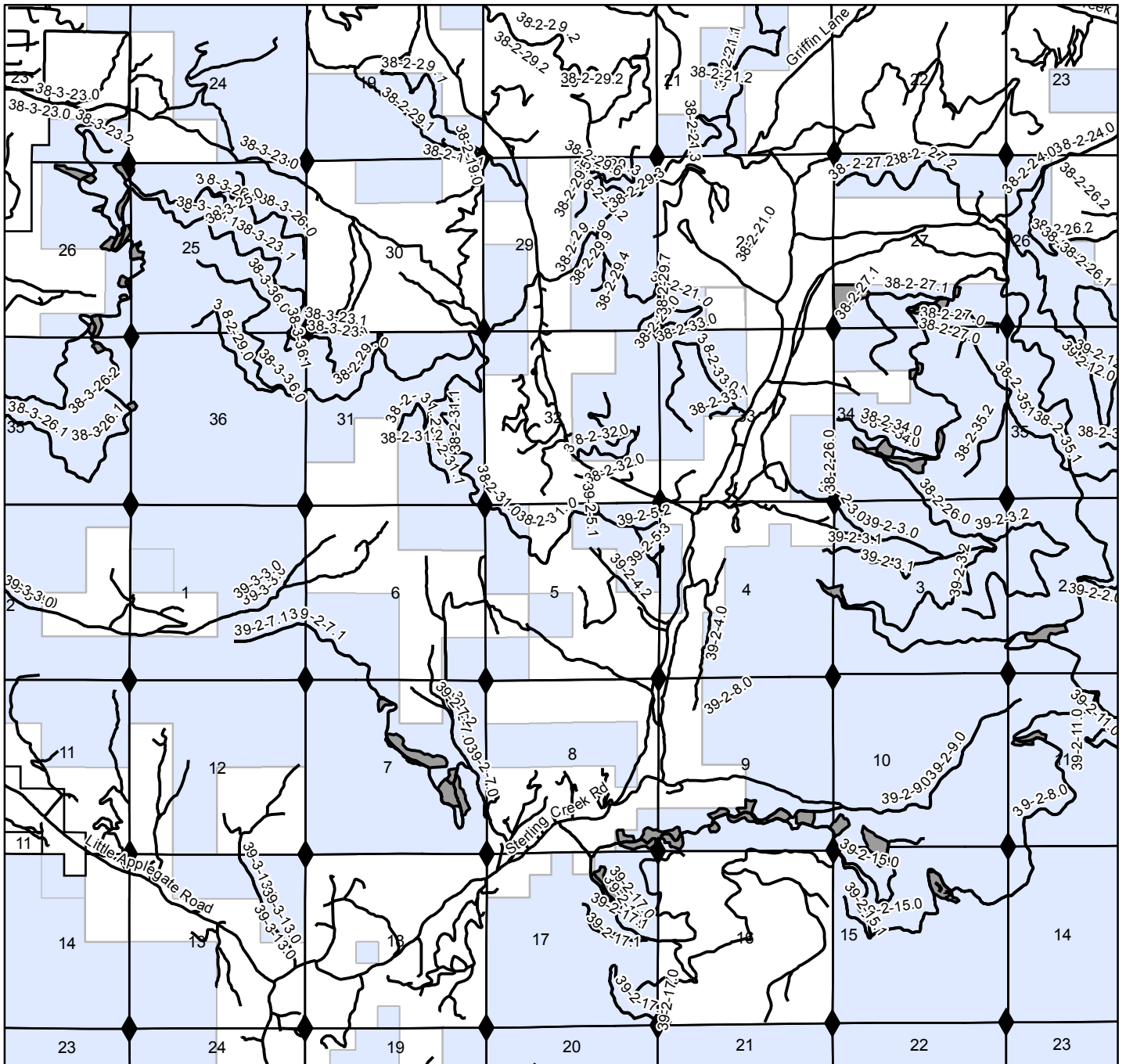
¹ Wet season restrictions may be shortened or extended depending on weather conditions.

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

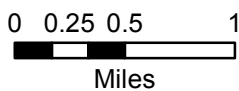
³ Cable yarding may be permitted during the wet season on adequately surfaced roads (aggregate, chip seal, paved).

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. ORM06-TS17-12
 T. 38S. R. 2W., SECS 27, 34, T. 39S. R. 2W., 2, 3, 7, 8, 9,
 11, 15, 17, T. 38S. R. 3W., 26, 35
 SECS 7, 19, 31 WILL. MER.

TIMBER SALE LOCATION MAP
 SQUISHY BUG SALVAGE SALE
 CONTRACT NO. ORM06-TS17-12
 ASHLAND RESOURCE AREA



- Road
- Water Source
- Squishy Bug Contract Units
- BLM
- Forest Service
- Private


















Medford District BLM
September 2017

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Legend

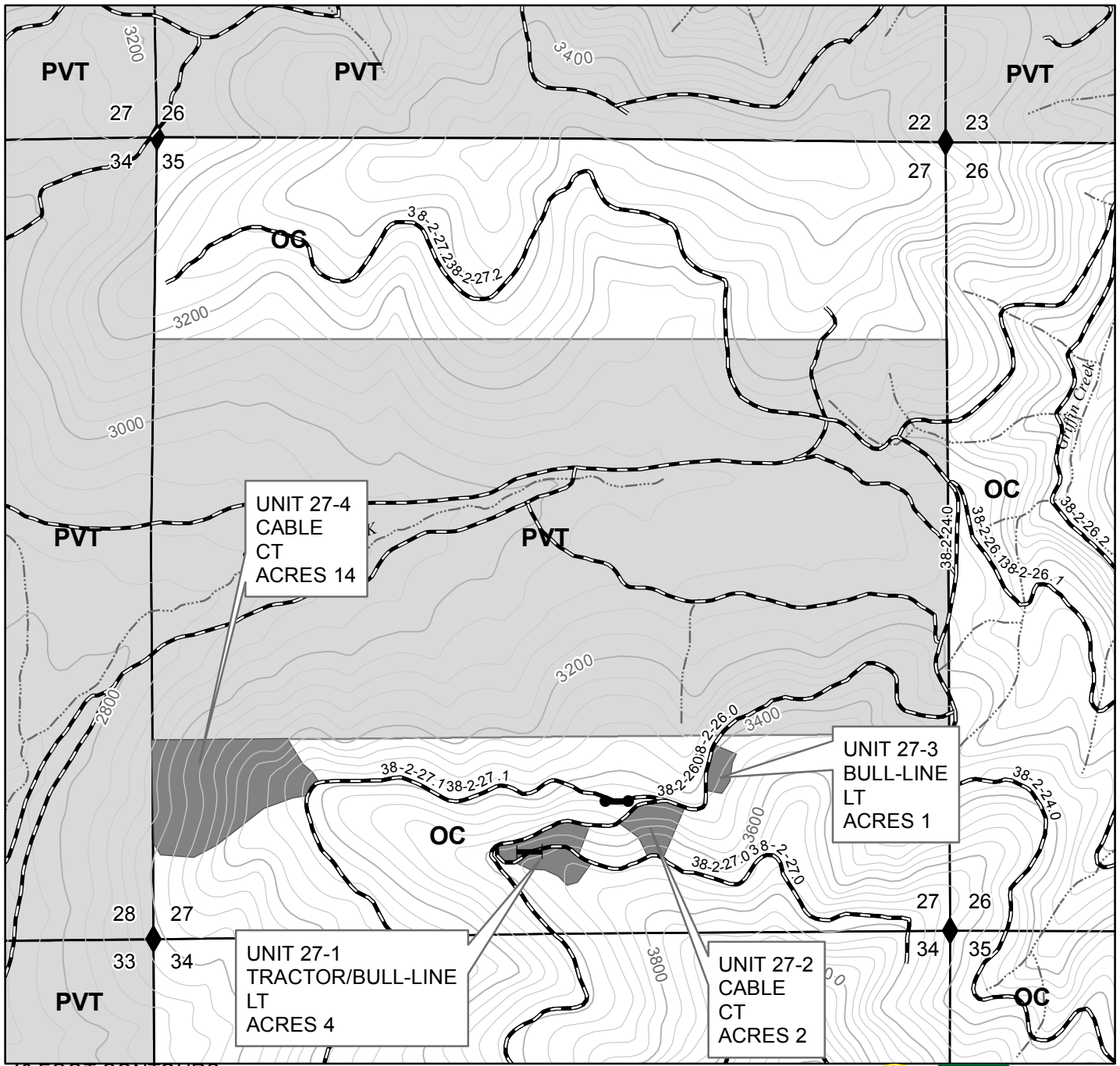
Barricades

Type

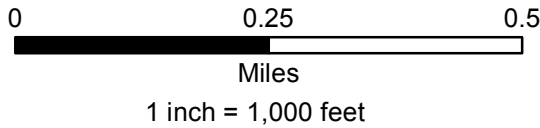
-  Barricade
-  Gate
-  Found Corner
-  Water Source
-  Quarry
-  Log Landing
-  Spring
-  Existing Roads
-  Trails
-  Stream
-  Squishy Bug Contract Units
-  100 ft. Index Contour
-  40 ft. Intermediate Contour
-  BLM Administered Land
-  Non-BLM Land

CT=CUT TREE MARK

LT=LEAVE TREE MARK

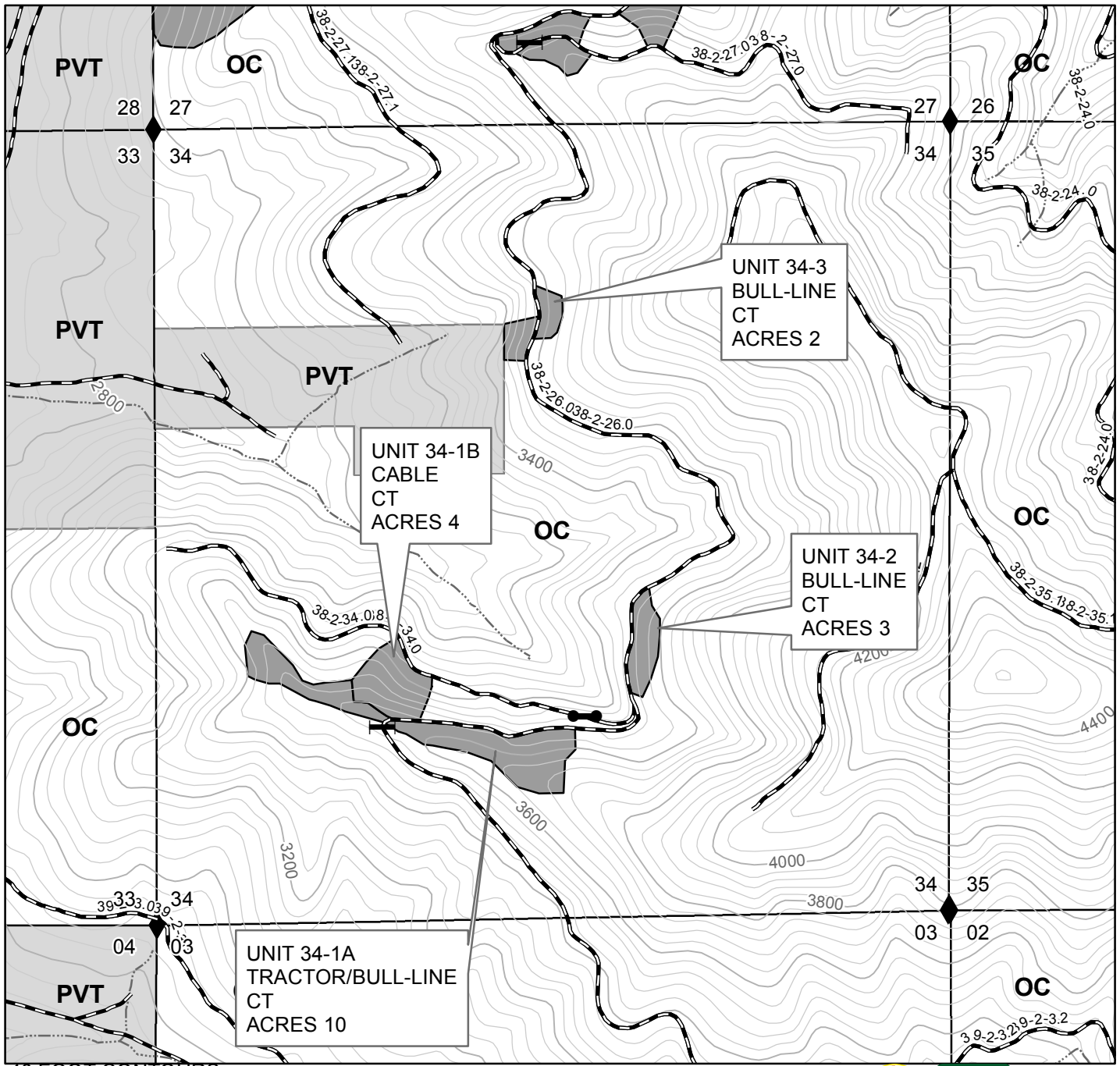


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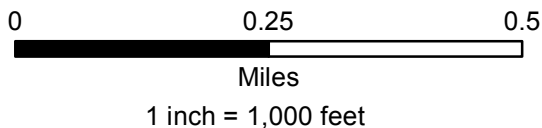


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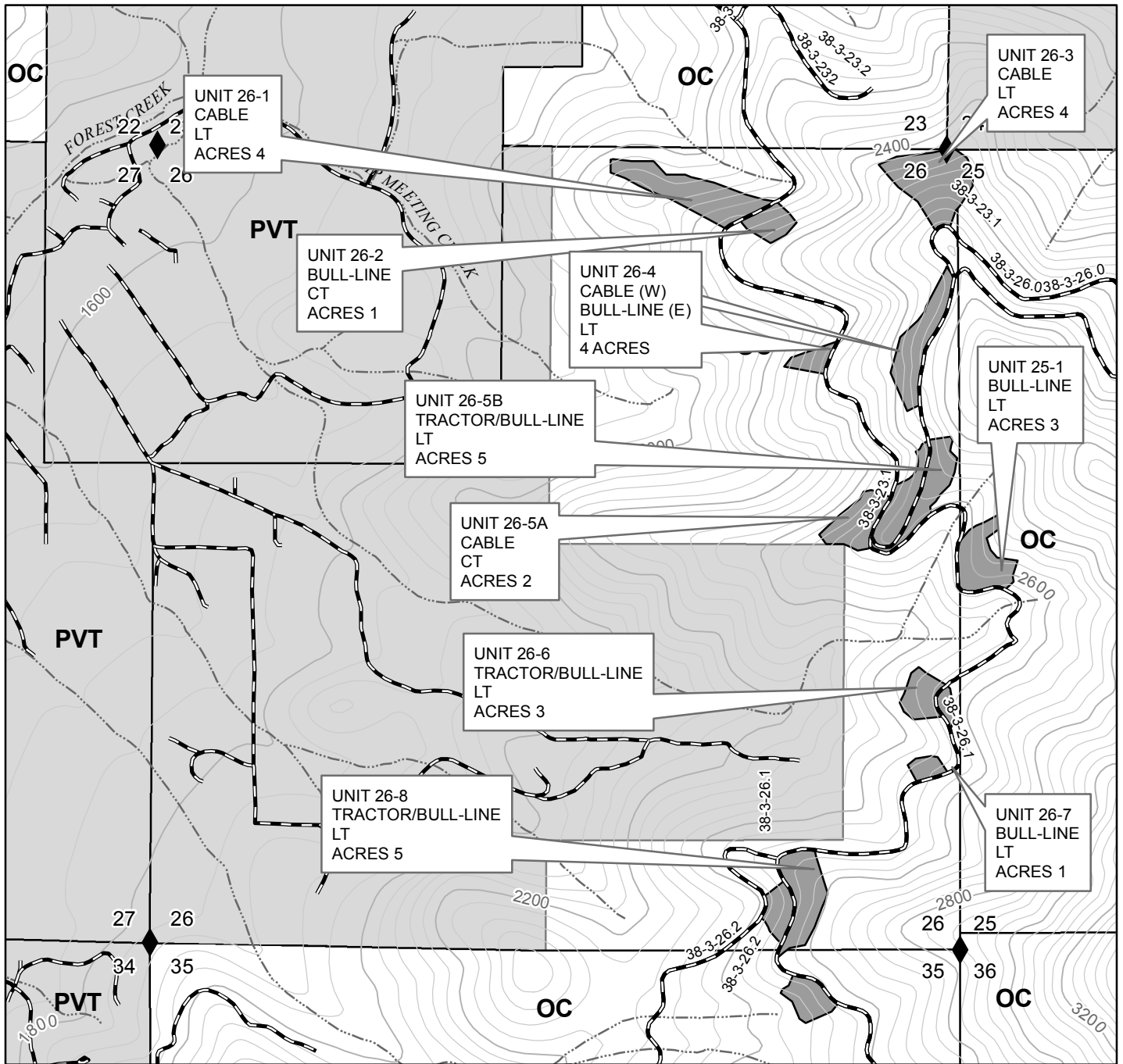


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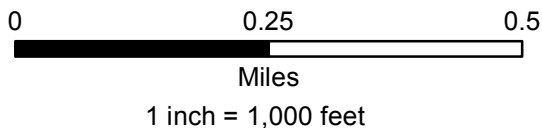


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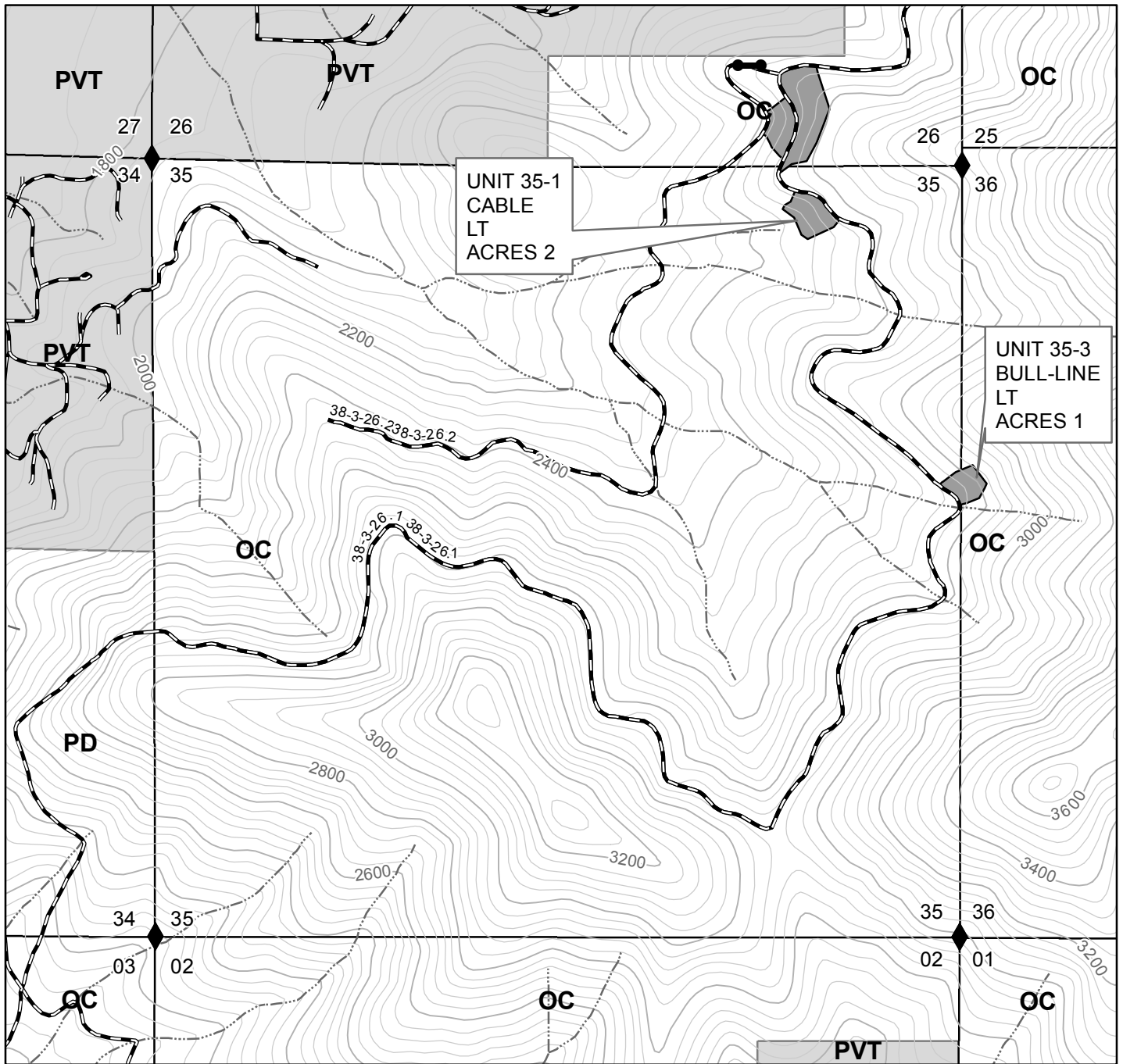


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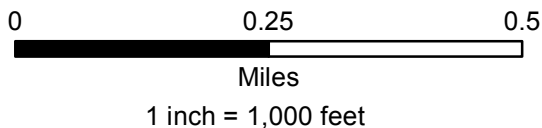


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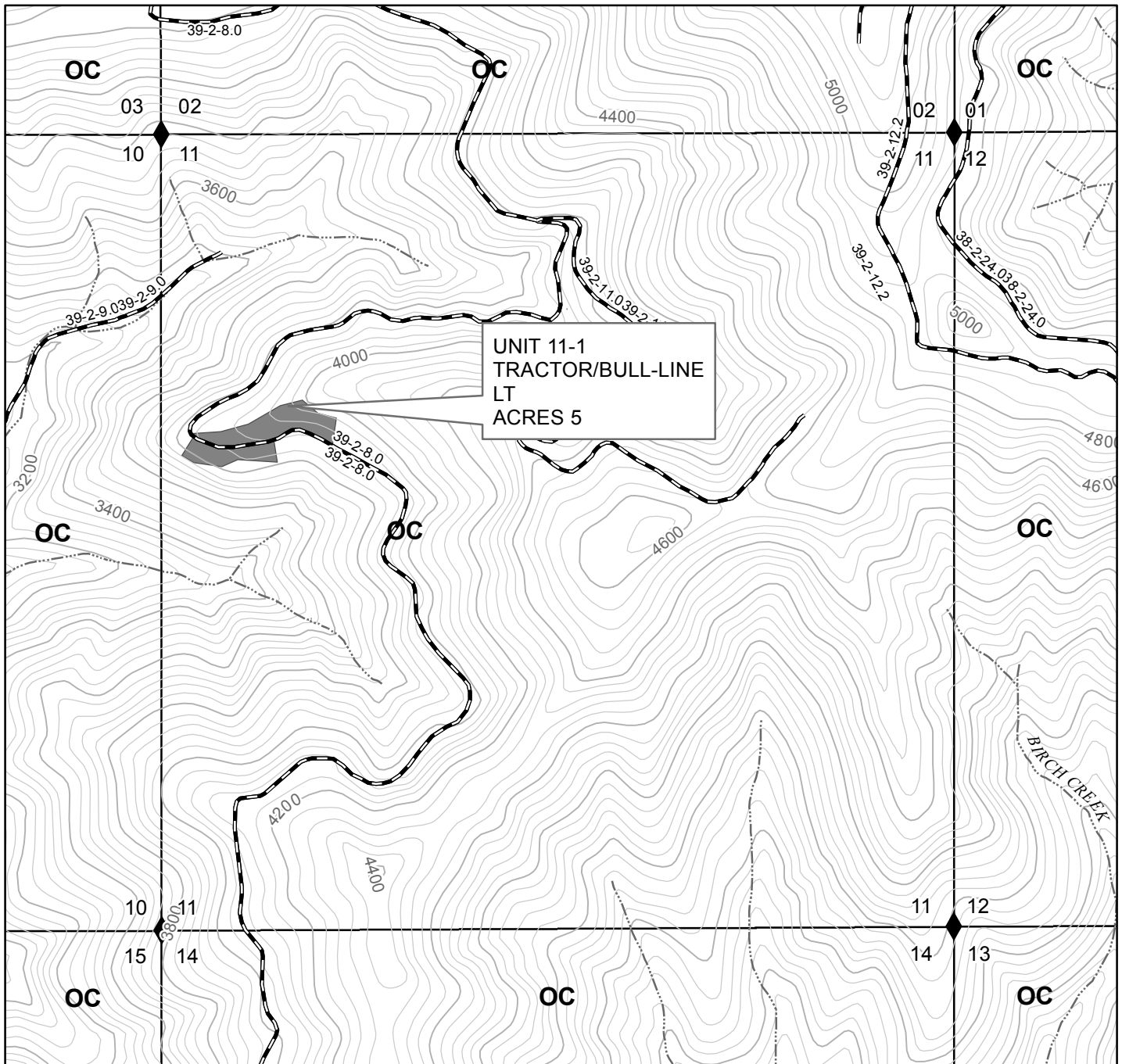


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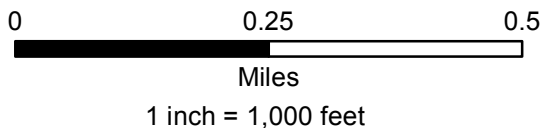


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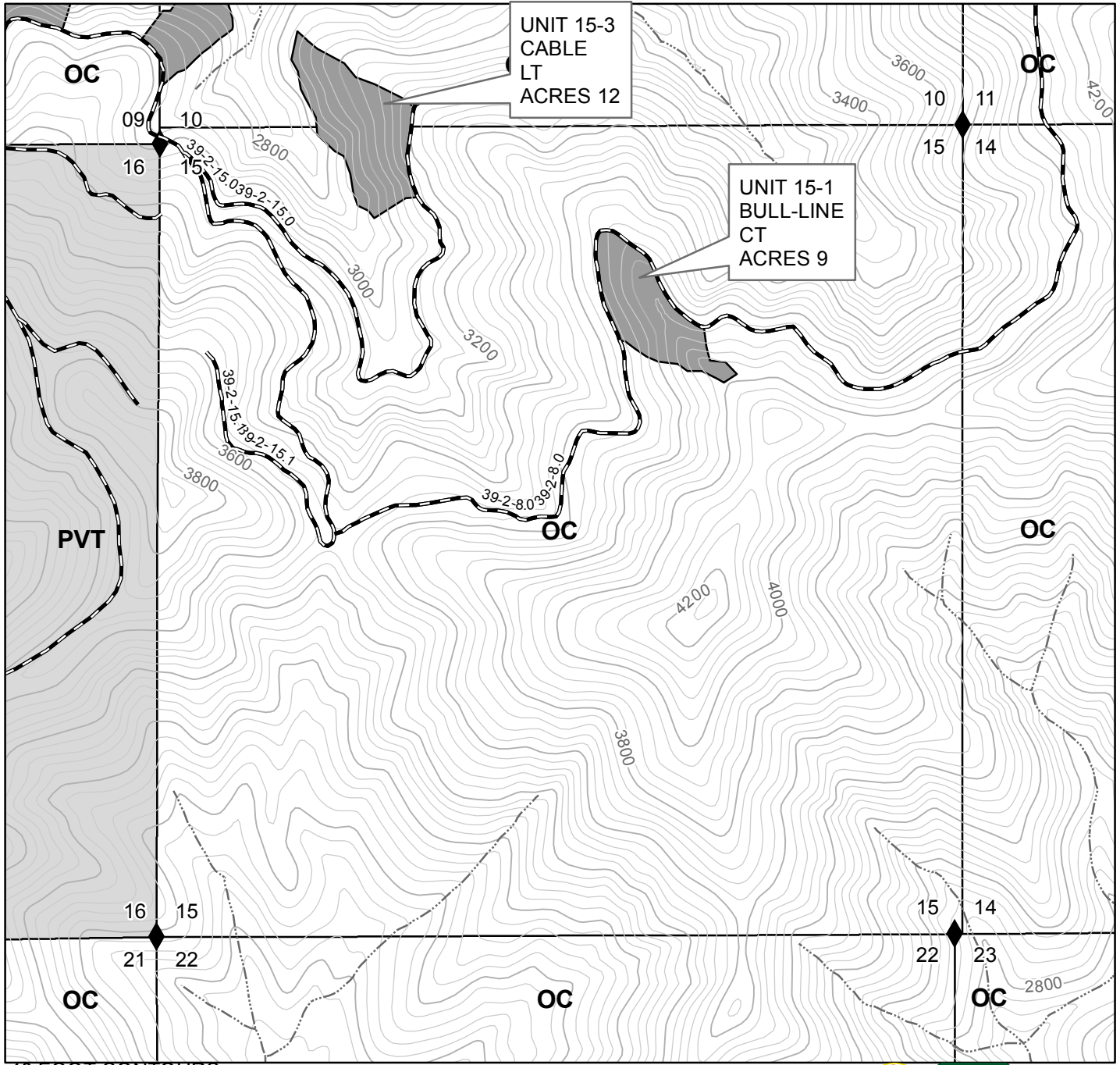


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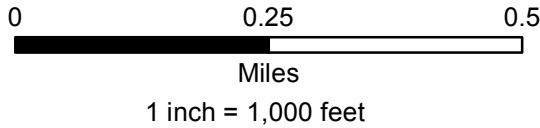


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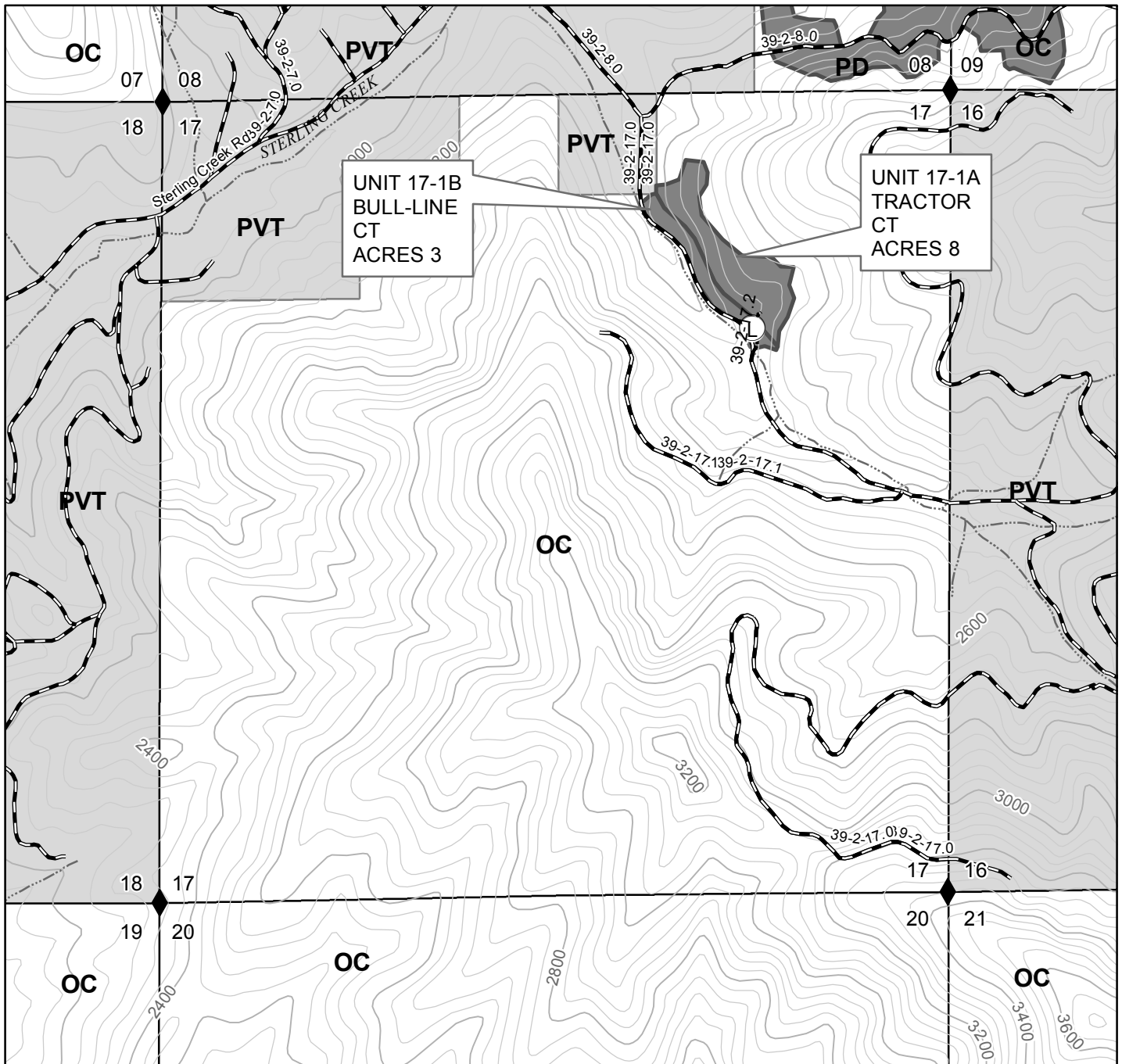


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September 2017

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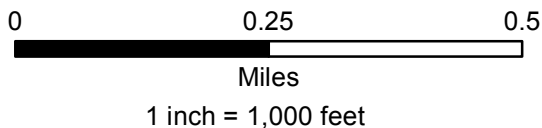


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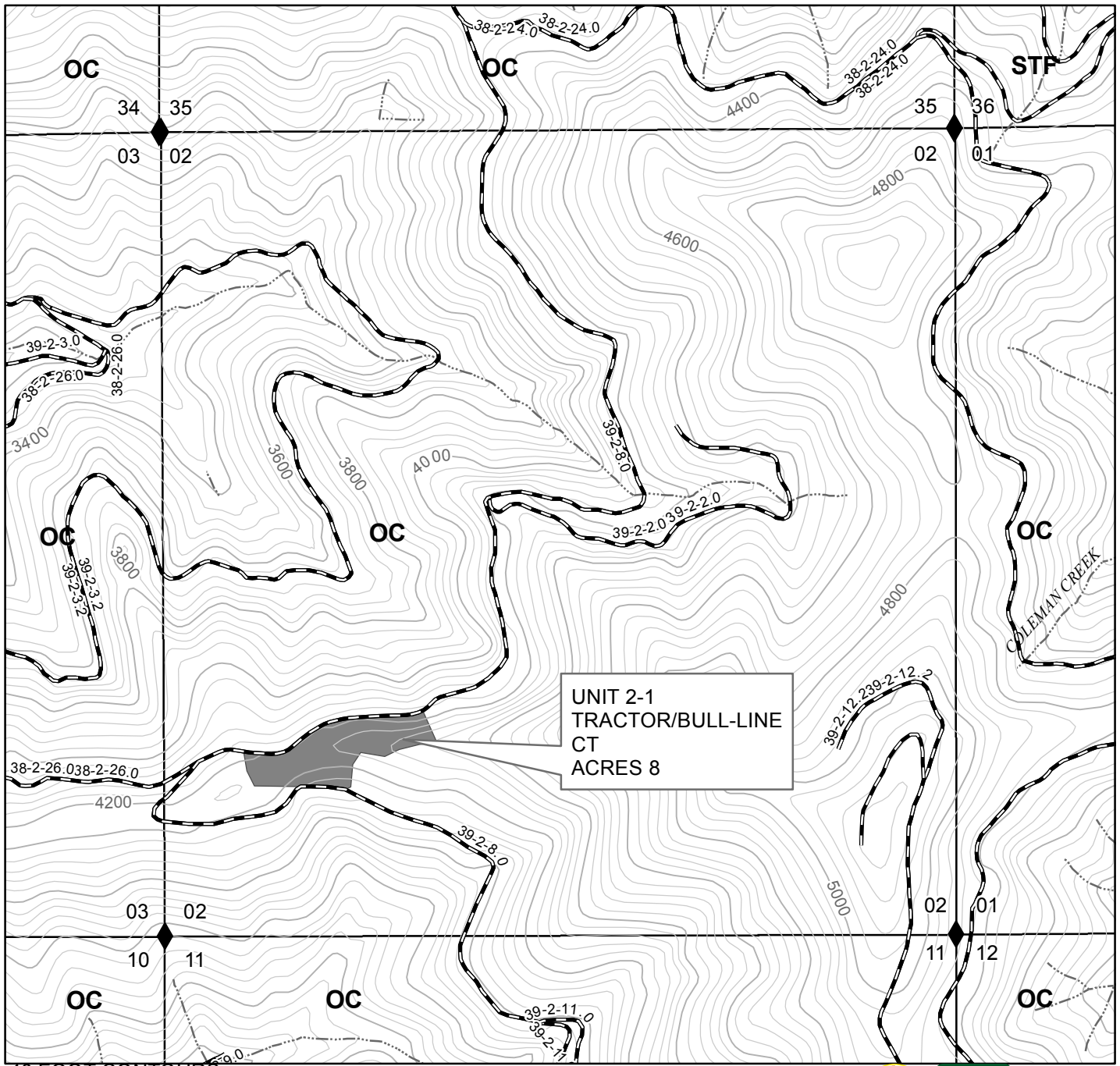
NO NEW LANDINGS IN UNIT 17-1B, UTILIZE EXISTING LANDING TO THE SOUTH



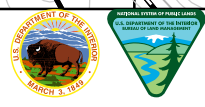
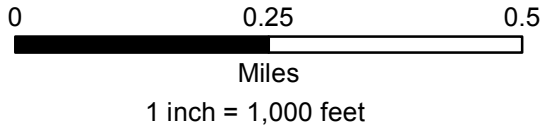
Medford District BLM
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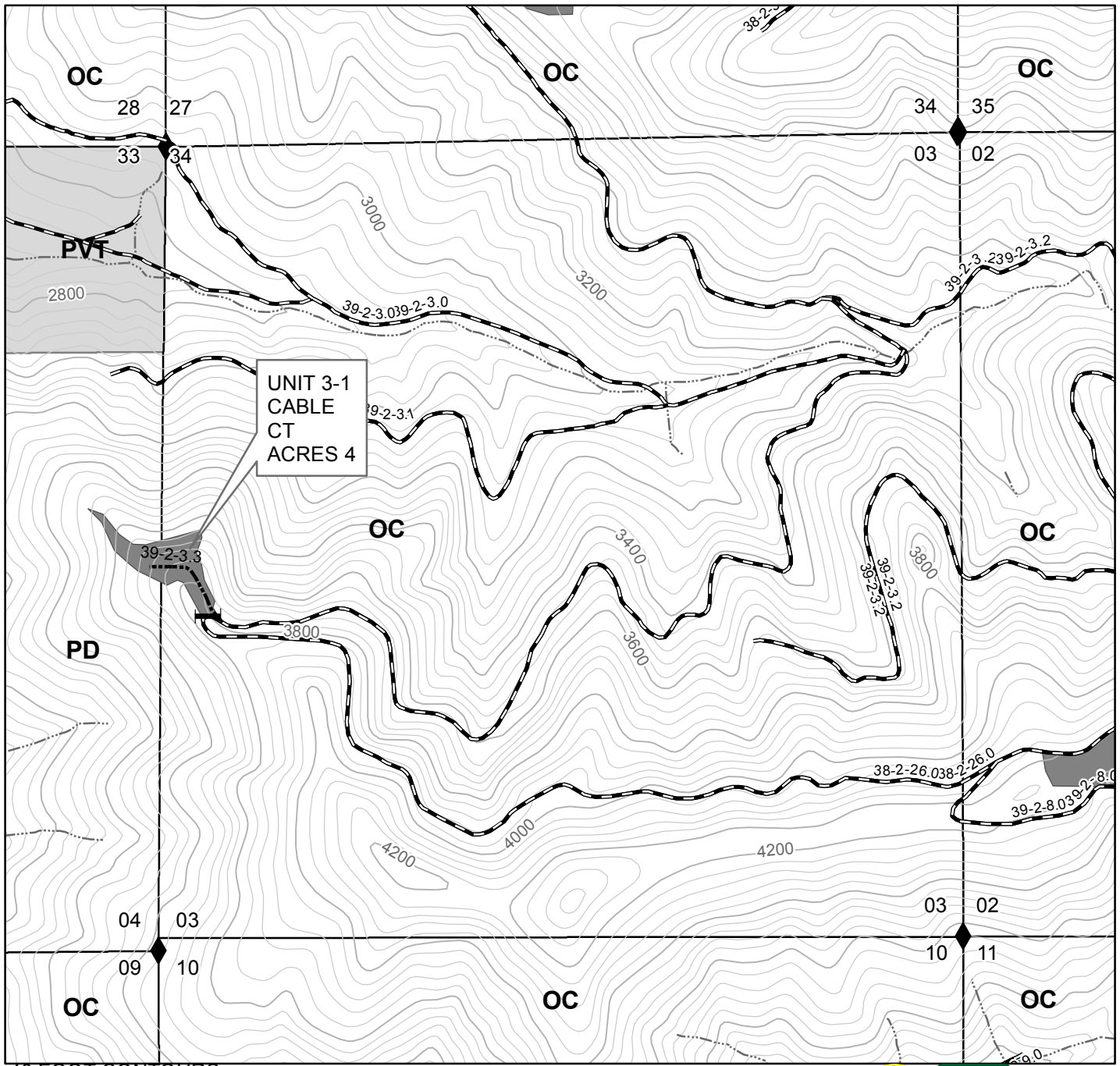


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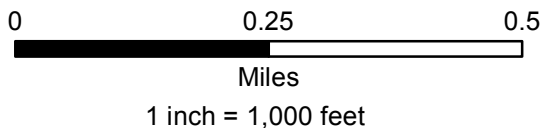


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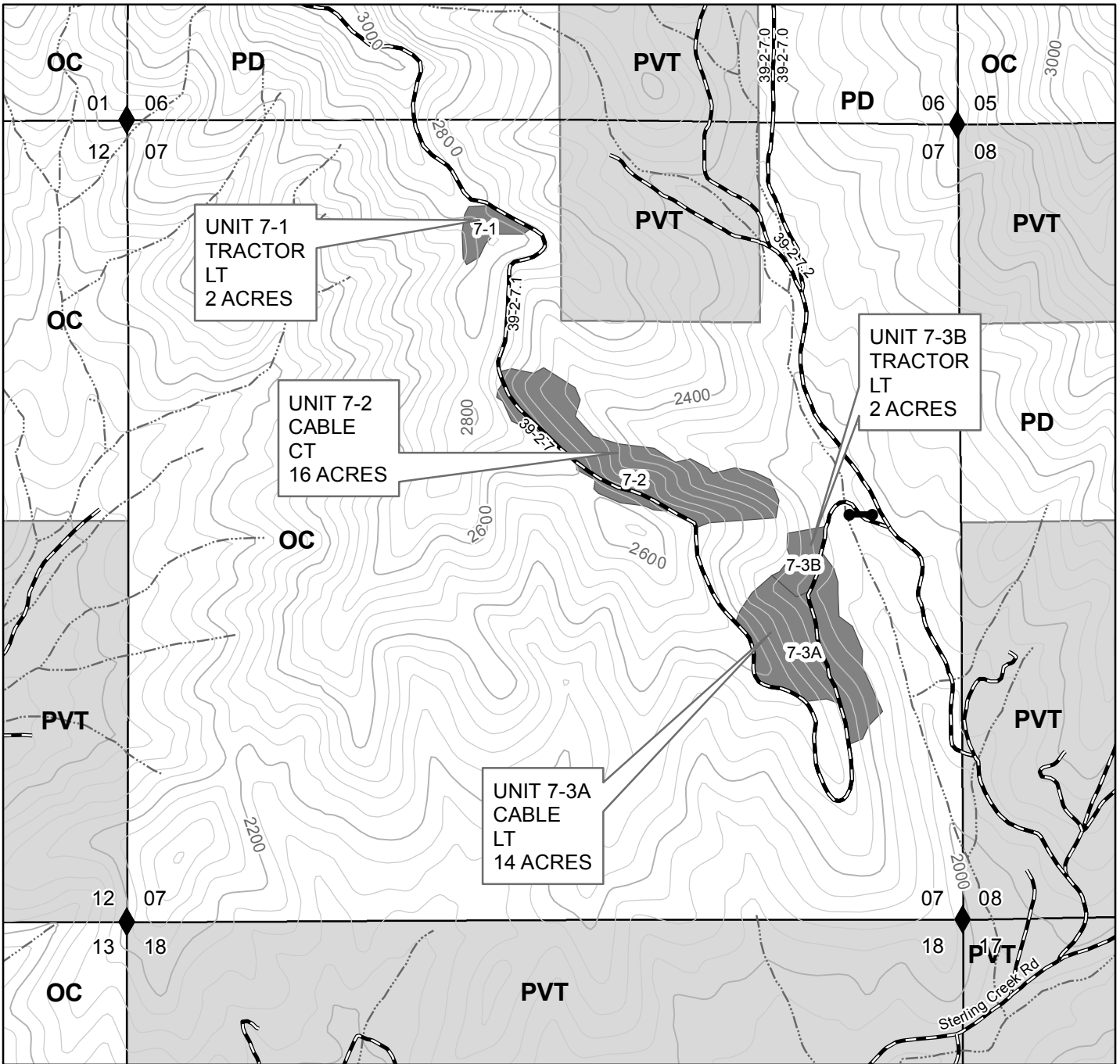


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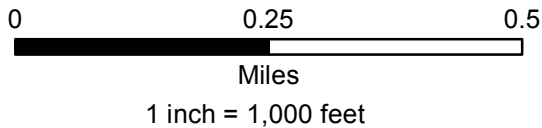


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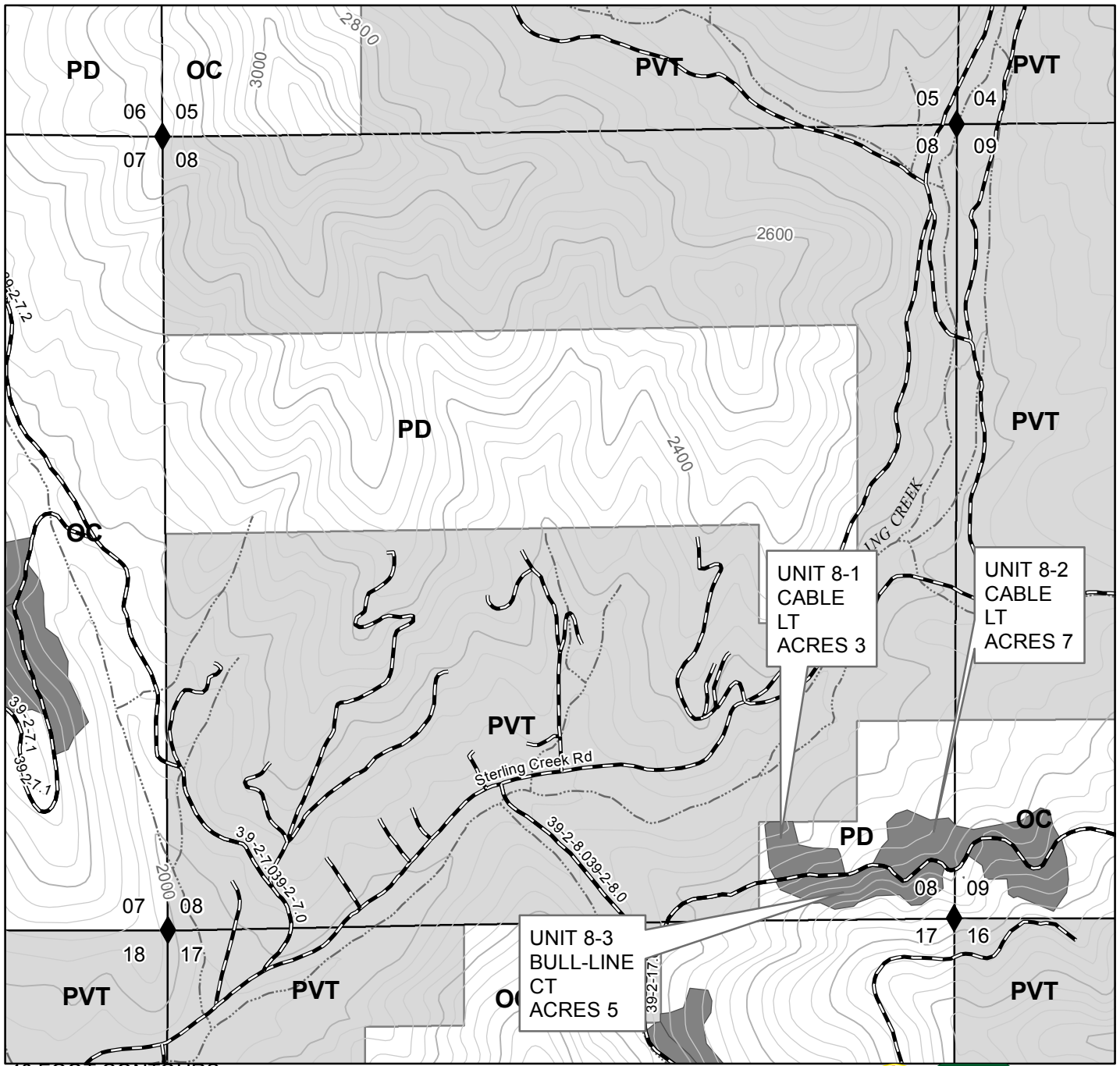


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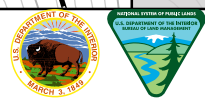
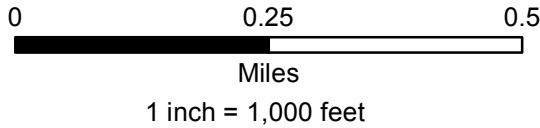


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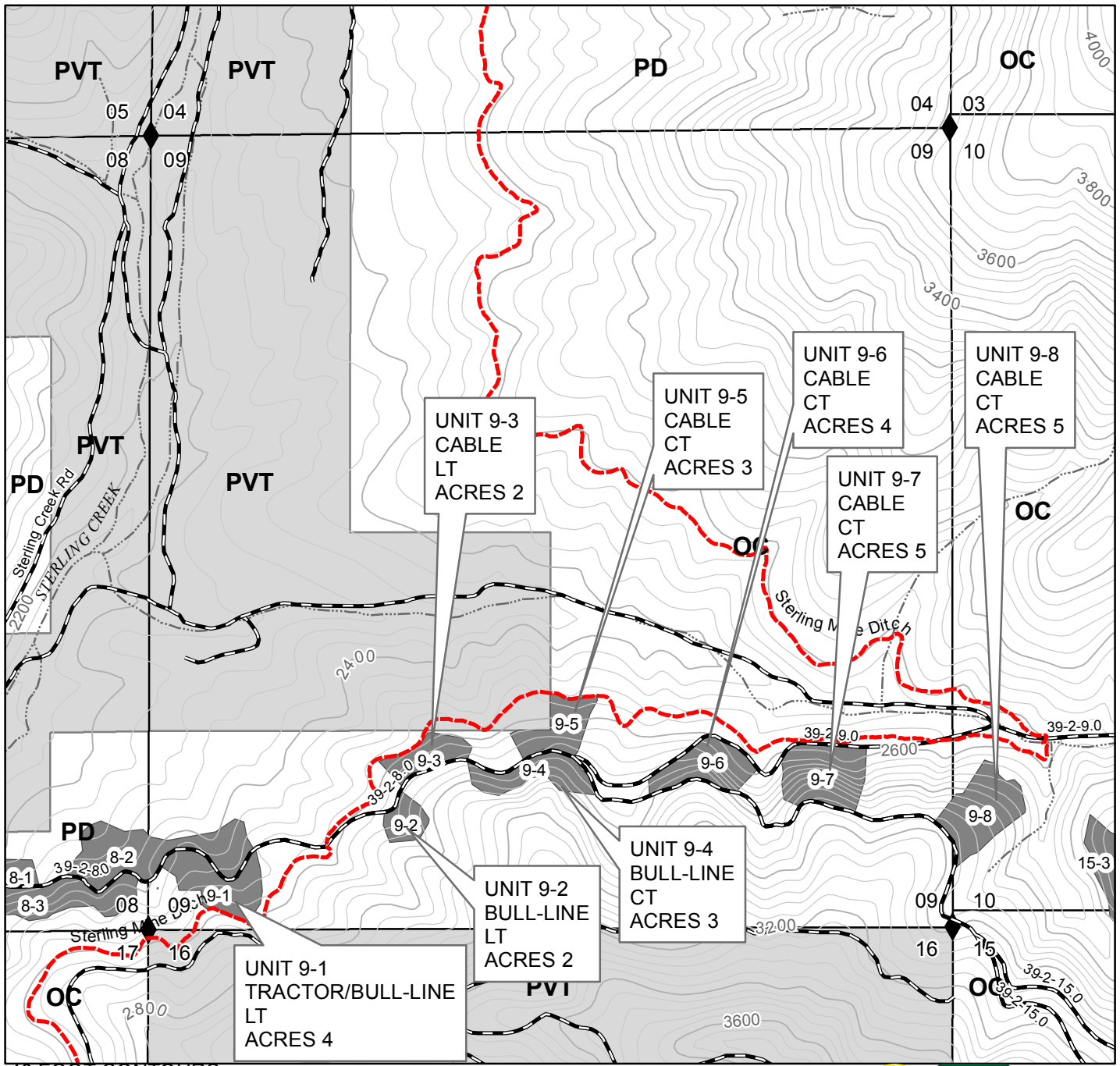


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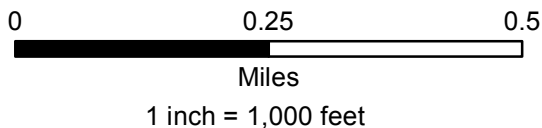


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September 2017

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

Contract No.: ORM06-TS-2017-12
Sale Name: Squishy Bug
Issuing Office: Medford District

EXHIBIT B
SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	\$66.10

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

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	16 feet	10 inches	33 1/3% of gross volume of any log segment or 10 bf.

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

IV. **Scaling**

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

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

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

certified contract scaler.

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

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

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

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

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

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

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

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

Net scale. The allowable variance is as follows:

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

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

the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.

2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 41(A)(1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.

3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 41 (B.10) of the contract).

4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.

5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.

6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

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

V. Estimated Volumes and Values - The following volume estimates and

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

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

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

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
2-1	8	5.1	41	\$2,714.20	\$113.09
3-1	4	5	20	\$1,324.00	\$165.50
7-1	2	5	10	\$662.00	\$9.88
7-2	16	5.4	87	\$5,759.40	\$1,919.80
7-3A	14	5.1	72	\$4,766.40	\$136.18
7-3B	2	5	10	\$662.00	\$82.75
8-1	3	5	15	\$993.00	\$24.22
8-2	7	5.1	36	\$2,383.20	\$183.32
8-3	5	5.2	26	\$1,721.20	\$156.47
9-1	4	5	20	\$1,324.00	\$264.80
9-2	2	5	10	\$662.00	\$25.46
9-3	2	5	10	\$662.00	\$38.94
9-4	3	5	15	\$993.00	\$248.25
9-5	3	5	15	\$993.00	\$39.72
9-6	4	5	20	\$1,324.00	\$1,324.00
9-7	5	5.2	26	\$1,721.20	\$286.87
9-8	5	5.2	26	\$1,721.20	\$191.24

11-1	5	5.2	26	\$1,721.20	\$215.15
15-1	9	5.1	46	\$3,045.20	\$1,015.07
15-3	12	5.1	61	\$4,038.20	\$1,009.55
17-1A	8	5.1	41	\$2,714.20	\$452.37
17-1B	3	5	15	\$993.00	\$20.69
25-1	3	5	15	\$993.00	\$62.06
26-1	4	5	20	\$1,324.00	\$132.40
26-2	1	5	5	\$331.00	\$36.78
26-3	4	5	20	\$1,324.00	\$147.11
26-4	4	5	20	\$1,324.00	\$189.14
26-5A	2	5	10	\$662.00	\$110.33
26-5B	5	5.2	26	\$1,721.20	\$245.89
26-6	2	5	10	\$662.00	\$132.40
26-7	1	5	5	\$331.00	\$13.79
26-8	5	5.2	26	\$1,721.20	\$49.18
27-1	4	5	20	\$1,324.00	\$264.80
27-2	2	5	10	\$662.00	\$165.50
27-3	1	5	5	\$331.00	\$331.00
27-4	14	5.1	72	\$4,766.40	\$250.86
34-1A	10	5.1	51	\$3,376.20	\$675.24
34-1B	4	5	20	\$1,324.00	\$101.85
34-2	3	5	15	\$993.00	\$124.13
34-3	2	5	10	\$662.00	\$66.20
35-1	2	5	10	\$662.00	\$14.71
35-3	1	5	5	\$331.00	\$17.42
Sale Totals	200	5.1	1023	\$95.65	\$67,772.60

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

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

Instructions:

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

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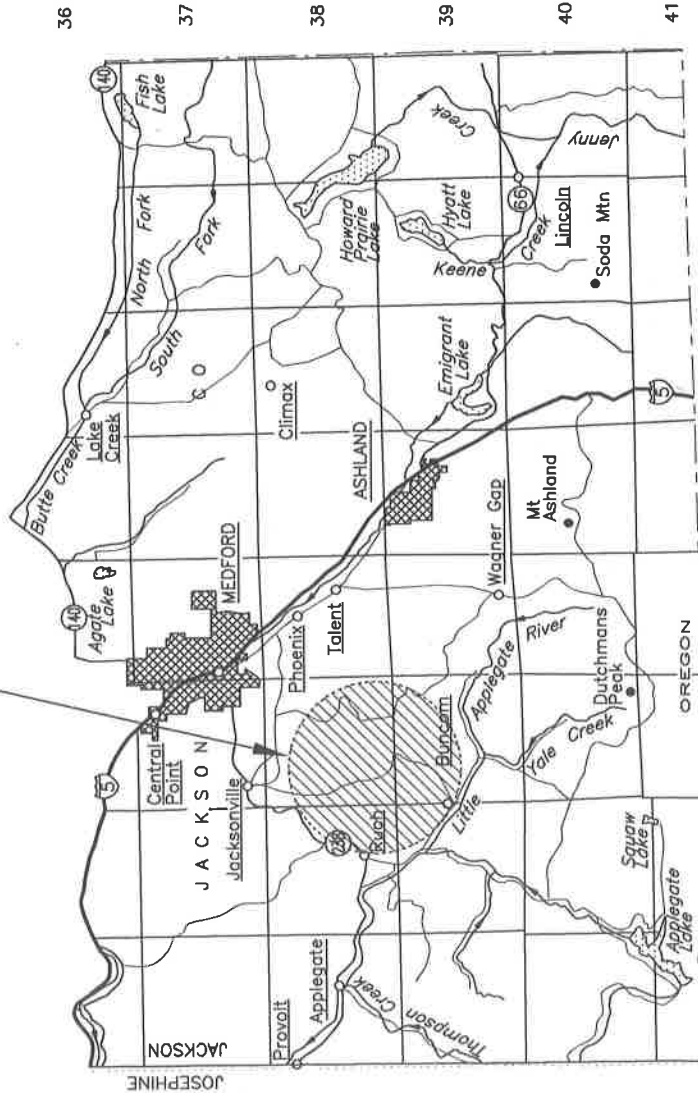
UNITED STATES DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 MEDFORD DISTRICT ASHLAND RESOURCE AREA

EXHIBIT D-1
 SHEET 1 OF 1

SQUISHY BUG SALVAGE

TRACT NO. 17-12

PROJECT LOCATION



CALIFORNIA

1E 1W

2

3

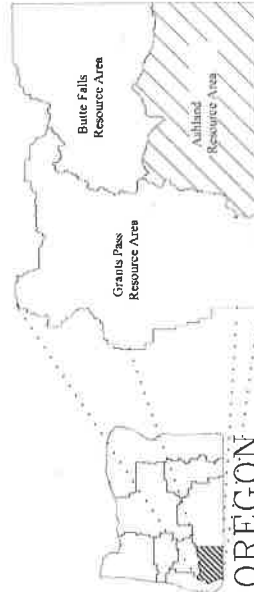
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SCALE IN MILES



Medford District BLM

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

TITLE SHEET

MEDFORD	OREGON		
DESIGNED	<i>[Signature]</i>		
REVIEWED	<i>[Signature]</i>		
APPROVED	<i>[Signature]</i>		
DRAWN: JMR	SCALE: AS SHOWN	SHEET 1 OF 1	
DATE: AUGUST 2017	DRAWING NO. OR 117-TS17-12-D1		

**ROAD MAINTENANCE SPECIFICATIONS
TABLE OF CONTENTS**

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

GENERAL - 3000

3001 The Purchaser shall be required to maintain all roads listed and/or as shown on the Exhibit D3 map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
38-2W-24.00 A-C	3.98	BLM	Bituminous	BLM
38-2W-26.00	4.74	BLM	Aggregate	BLM
38-2W-27.00	0.23	BLM	Aggregate	Purchaser
38-2W-27.01 A	0.48	BLM	Aggregate	BLM
38-3W-23.00 A	0.77	BLM	Bituminous	BLM
38-3W-23.01 A	1.72	BLM	Bituminous	BLM
38-3W-26.00	0.09	BLM	Aggregate	BLM
38-3W-26.01 A	1.72	BLM	Aggregate	BLM
39-2W-3.03	0.09	BLM	Natural	Purchaser
39-2W-7.00	0.66	BLM	Aggregate	BLM
39-2W-7.01	1.49	BLM	Aggregate	BLM
39-2W-8.00 A1	0.28	BLM	Bituminous	BLM
39-2W-8.00 A2-C2	6.59	BLM	Aggregate	BLM
39-2W-15.00	0.80	BLM	Aggregate	BLM
39-2W-17.00	0.35	BLM	Aggregate	BLM
39-2W-17.02	0.07	BLM	Natural	Purchaser

3001a The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404.

- 3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.
- 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) (in accordance with Section 2100 of Exhibit C).
- 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 and/or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. (Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

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

FINAL MAINTENANCE - 3300

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

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

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

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

OTHER MAINTENANCE - 3400

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

3402 The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

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

DECOMMISSIONING – 3500

3520 Long Term Closure of roads shall consist of all or part of the following treatments:

- a. Construct cross-drains along entire length of road at 200' spacing, or as staked or directed by the Authorized Officer's Representative.
- b. The Purchaser shall Camouflaged the road entrance for a minimum of 100 feet or to the first curve or hillcrest. Camouflaged roads shall consist of using boulders, brush, dead material, stumps, and other debris to disguise the entire length of the road prism to the extent possible. No live trees should be used without approval by the Authorized Officer.
- c. An earth berm or equivalent barricade shall be constructed near the beginning of road. The final locations will be staked by the Authorized Officer's Rep.

3521 Long Term Closure shall be performed on existing roads in accordance with these specifications, and as shown on the plans at the following locations:

Road No or Site	Treatment
38-2W-27.00	Replace Concrete Barrier
39-2W-3.03	Waterbar, Barricade, and Camouflage
39-2W-17.02	Waterbar, Barricade, and Camouflage
Landing 1	Replace Concrete Barrier
Landing 2	Replace Concrete Barrier

3522 Long Term Closure work shall be completed at the end of timber hauling. All work shall be performed during the dry season before October 15th.

3523 Protect areas mulched and treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.




3524 Access shall be blocked with barricades as shown at locations on Exhibit D3.

Existing barricades removed during timber operations shall be replaced immediately after use. For activities that are not finished in one dry season, barricades shall be re-installed before the wet season, October 15th.






SQUISHY BUG SALVAGE
ROAD LOCATION MAP
EXHIBIT D-3; PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT

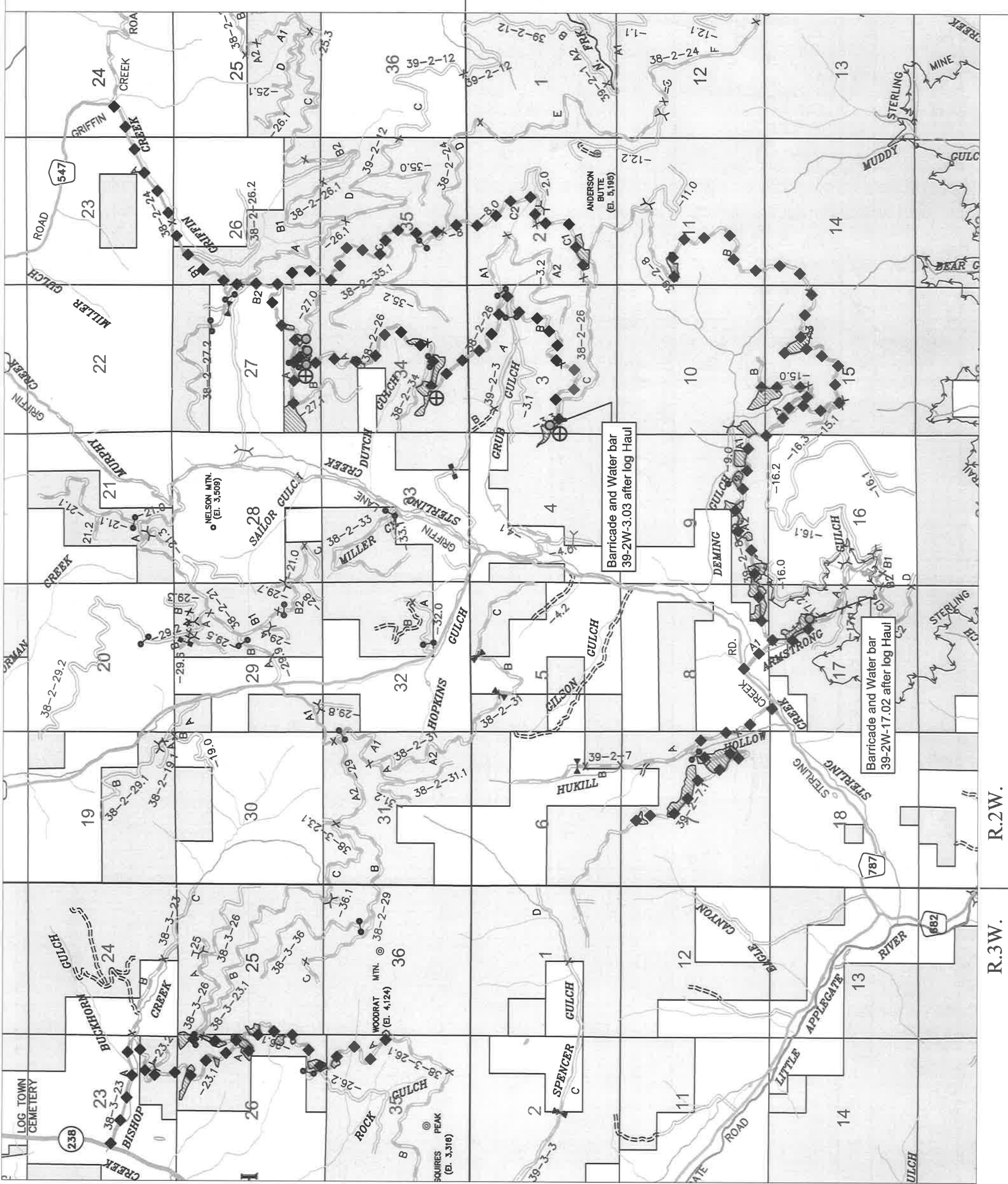
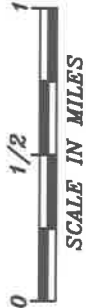
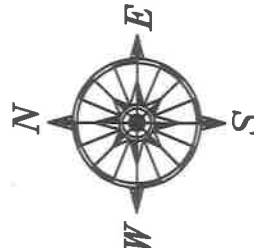
T.38S., R.2W. WILL. MER.
T.38S., R.3W. WILL. MER.
T.39S., R.2W. WILL. MER.
T.39S., R.3W. WILL. MER.

-  EXISTING GATE
-  EXISTING BARRICADE
-  CONCRETE BARRIER TO BE REMOVED AND REPLACED UPON COMPLETION OF LOG HAUL

ROAD PROJECTS

-  EXISTING ROAD
-  EXISTING PAVED ROAD
-  EXISTING PRIMITIVE ROAD
-  OPERATOR MAINTENANCE
-  BLM MAINTENANCE

-  BLM LAND
-  TS UNITS



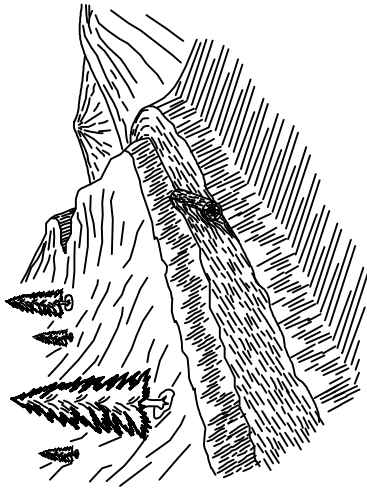
T.39S.

Barricade and Water bar
39-2W-3.03 after log Haul

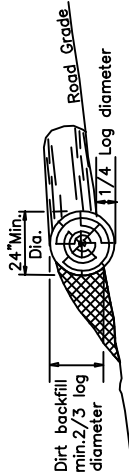
Barricade and Water bar
39-2W-17.02 after log Haul

R.2W.

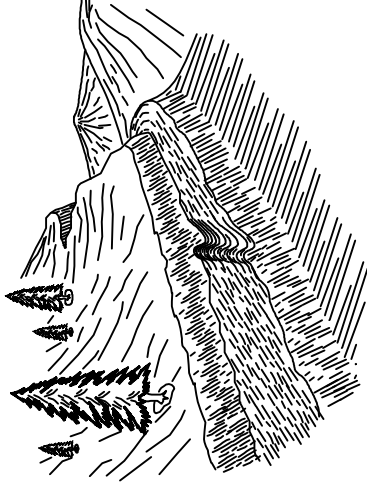
R.3W.



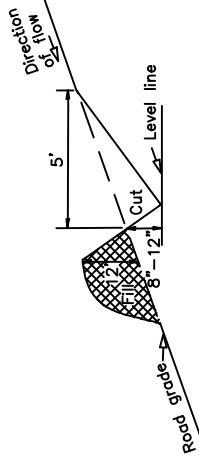
LOG BARRICADE



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".

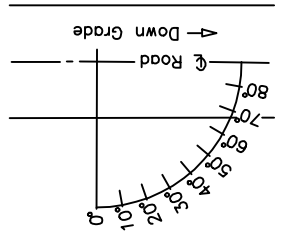


WATER BAR



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 BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

SKEW DIAGRAM



WATER BAR SPACING *

ROAD GRADE %	LOAM OR CLAY	DECOMPOSED LOAM GRANITE	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.

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

**DRAINAGE & EROSION
CONTROL INSTALLATION**

DESIGNED	BLM
REVIEWED	
APPROVED	
DRAWN	DCM
DATE	October 2009
SHEET	1 OF 1
DRAWING NO.	OR-11-9113.4-8



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

Timber Appraisal

Sale Name: Squishy Bug	Sale Date: Thursday, September 14, 2017
BLM District: Medford DO	Unit of Measure: 16' MBF
Contract #: ORM06-TS-2017-0012	Contract Term: 12 months
Sale Type: Advertised	Contract Mechanism: 5450-4

Sale of Timber - Scale Sale

Content

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

Prepared By: Worman, Aaron S
Approved By: Rentz, George C

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	38S	2W	27	S1/2 SW1/4, SW1/4 SE1/4.	Willamette
O&C	Jackson	38S	2W	34	W1/2 NE1/4, E1/2 NW1/4, N1/2 SW1/4, SE1/4 SW1/4, W1/2 SE1/4	Willamette
O&C	Jackson	38S	3W	25	W1/2 NW1/4, NW1/4 SW1/4	Willamette
O&C	Jackson	38S	3W	26	N1/2 NE1/4, SE1/4 NE1/4, W1/2 SE1/4	Willamette
O&C	Jackson	38S	3W	35	E1/2 NE1/4	Willamette
O&C	Jackson	38S	3W	36	SW1/4 NW1/4	Willamette
O&C	Jackson	39S	2W	2	SW1/4	Willamette
O&C	Jackson	39S	2W	3	Lot 5&6, SW1/4 NW1/4, NW1/4 SW1/4	Willamette
O&C	Jackson	39S	2W	4	SE1/4 NE1/4, NE1/4 SE1/4	Willamette
O&C	Jackson	39S	2W	7	S1/2 NE1/4, E1/2 NW1/4, N1/2 SE1/4, E1/2 SE1/4	Willamette
PD	Jackson	39S	2W	8	SE1/4 SE1/4	Willamette
O&C	Jackson	39S	2W	9	S1/2 SE1/4, NW1/4 SE1/4, S1/2 SW1/4	Willamette
O&C	Jackson	39S	2W	10	Lot 4, S1/2 SW1/4	Willamette
O&C	Jackson	39S	2W	11	SW1/4 NW1/4	Willamette
O&C	Jackson	39S	2W	15	Lot 1, W1/2 NE1/4, E1/2 NW1/4, N1/2 NW1/4	Willamette
O&C	Jackson	39S	2W	17	NE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,023.0	1,309.0	1,387.0	17,788	3,291	5,203
Totals	1,023.0	1,309.0	1,387.0	17,788	3,291	5,203

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	200.0	0.0	200.0	5.1

Logging Costs

Stump to Truck	\$229,150.49
Transportation	\$52,281.46
Road Construction	\$0.00
Maintenance/Rockwear	\$4,700.71
Road Use	\$0.00
Other Allowances	\$54,431.74
Total:	\$340,564.40
Total Logging Cost per MBF:	\$332.91

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
White City	27.0 miles	100 %

Profit & Risk

Basic Profit & Risk	10 %
Additional Risk	3 %
Total Profit & Risk	13 %

Tract Features

Quadratic Mean DBH	17.6 in
Average GM Log	74 bf
Average Volume per Acre	5.1 mbf
Recovery	74 %
<u>Net MBF volume:</u>	
Green	923.0 mbf
Salvage	100 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	44 %
Average Yarding Slope	25 %
Average Yarding Distance	150 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	56 %
Average Yarding Slope	50 %
Average Yarding Distance	450 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	July 2017
Cruised By	Worman, Parks, Darner
Cruise Method	
PCMTRE, Plots collected at random GPS points.118 observations. D&B recovery set at 80 due to salvage material.	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	5,203	1,023.0	\$458.75	\$59.64	\$332.91	\$0.00	\$66.20	\$67,722.60
Totals	5,203	1,023.0						\$67,722.60

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				65.0 %	32.0 %	3.0 %	

Comments: Reduced pond values by 11% per District C/A, August prices. Also to include Pine values in Exhibit B at salvage pine prices to capture any delivered volume.

Squishy Bug

Unit Summary

ORM06-TS-2017-0012

Unit: 2-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	41.0	52.0	56.0	208
Totals:	41.0	52.0	56.0	208

Net Volume/Acre: 5.1 MBF

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

Unit: 3-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 7-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 7-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	87.0	101.0	104.0	419
Totals:	87.0	101.0	104.0	419

Net Volume/Acre: 5.4 MBF

Regeneration Harvest	0.0
Partial Cut	16.0
Right of Way	0.0
Total Acres:	16.0

Unit: 7-3a

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	72.0	92.0	97.0	364
Totals:	72.0	92.0	97.0	364

Net Volume/Acre: 5.1 MBF

Regeneration Harvest	0.0
Partial Cut	14.0
Right of Way	0.0
Total Acres:	14.0

Unit: 7-3b

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 8-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 8-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	36.0	46.0	49.0	182
Totals:	36.0	46.0	49.0	182

Net Volume/Acre: 5.1 MBF

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

Unit: 8-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 9-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 9-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 9-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 9-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 9-5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 9-6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 9-7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 9-8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 11-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 15-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	46.0	59.0	62.0	234
Totals:	46.0	59.0	62.0	234

Net Volume/Acre: 5.1 MBF

Regeneration Harvest	0.0
Partial Cut	9.0
Right of Way	0.0
Total Acres:	9.0

Unit: 15-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	61.0	79.0	83.0	312
Totals:	61.0	79.0	83.0	312

Net Volume/Acre: 5.1 MBF

Regeneration Harvest	0.0
Partial Cut	12.0
Right of Way	0.0
Total Acres:	12.0

Unit: 17-1A

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	41.0	52.0	56.0	208
Totals:	41.0	52.0	56.0	208

Net Volume/Acre: 5.1 MBF

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

Unit: 17-1B

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 25-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 26-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Unit: 26-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	5.0	7.0	7.0	26
Totals:	5.0	7.0	7.0	26

Unit: 26-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Unit: 26-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Unit: 26-5a

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Unit: 26-5b

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Net Volume/Acre: 5.0 MBF

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

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Net Volume/Acre; 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 26-6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 26-7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	5.0	7.0	7.0	26
Totals:	5.0	7.0	7.0	26

Net Volume/Acre: 5.0 MBF

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

Unit: 26-8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	26.0	33.0	35.0	130
Totals:	26.0	33.0	35.0	130

Net Volume/Acre: 5.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 27-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 27-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 27-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	5.0	7.0	7.0	26
Totals:	5.0	7.0	7.0	26

Net Volume/Acre: 5.0 MBF

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

Unit: 27-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	72.0	92.0	97.0	364
Totals:	72.0	92.0	97.0	364

Unit: 34-1a

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	51.0	65.0	69.0	260
Totals:	51.0	65.0	69.0	260

Unit: 34-1b

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	26.0	28.0	104
Totals:	20.0	26.0	28.0	104

Unit: 34-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	15.0	20.0	21.0	78
Totals:	15.0	20.0	21.0	78

Unit: 34-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Unit: 35-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	10.0	13.0	14.0	52
Totals:	10.0	13.0	14.0	52

Net Volume/Acre: 5.1 MBF

Regeneration Harvest	0.0
Partial Cut	14.0
Right of Way	0.0
Total Acres:	14.0

Net Volume/Acre: 5.1 MBF

Regeneration Harvest	0.0
Partial Cut	10.0
Right of Way	0.0
Total Acres:	10.0

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Net Volume/Acre: 5.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 35-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	5.0	7.0	7.0	26
Totals:	5.0	7.0	7.0	26

Net Volume/Acre: 5.0 MBF

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

Total Stump To Truck	Net Volume	\$/MBF
\$229,150.49	1,023.0	\$224.00

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	197.0	\$228.25	\$44,965.25	units beyond reach of yoder, skyline needed
Cable: Small Yarder	GM MBF	540.0	\$178.34	\$96,303.60	Yoder with dual drums
Wheel Skidder	GM MBF	572.0	\$142.87	\$81,721.64	Skidder with winch, bull lining needed for majority of volume
Subtotal				\$222,990.49	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Additional Cat Time	Hour	36.0	\$85.00	\$3,060.00	tie for Yoder, extra bull line time.
Subtotal				\$3,060.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	Day	1.0	\$850.00	\$850.00	Unit to unit movement
Wheel Skidder	Day	2.0	\$450.00	\$900.00	Drive time between units, move to bishop cr
Cable: Small Yarder	Day	3.0	\$450.00	\$1,350.00	walking Yoder to other units, move to bishop cr
Subtotal				\$3,100.00	

Total	Net Volume	\$/MBF
\$52,281.46	1,023.0	\$51.11

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City	27.0	all	GM MBF	1,309.0	\$39.94	\$52,281.46	100 %

Engineering Allowances

Total	Net Volume	\$/MBF
\$4,700.71	1,023.0	\$4.60

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$4,700.71
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$54,431.74	1,023.0	\$53.21

Environmental Protection

Cost item	Total Cost
Water bar skids	\$425.00
Hand seeding	\$1,980.00
Equipment washing	\$1,480.00
Hand mulching	\$5,400.00
Subtotal	\$9,285.00

Logging

Cost item	Total Cost
Directional falling	\$4,398.90
Skid location	\$145.84
Flaggers, (2)	\$8,100.00
Subtotal	\$12,644.74

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Excavator	\$1,700.00
Subtotal	\$1,700.00

Slash Disposal & Site Prep

Cost item	Total Cost
Lop and Scatter	\$5,546.00
Hand Pile and Cover	\$25,256.00
Subtotal	\$30,802.00

Comments:

Flaggers used for 45 days, utilized for half of each day.

Excavator needed for movement of concrete barricades in sections 27, 34, and 3. Move in appraised in daily rate.

Replacement of barricades in road package.

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/1023 MBF = \$0.00/MBF

Road Maintenance Obligation:

(2.1)	BLM Maintenance		\$2,075.48
(2.2)	BLM Rockwear	\$849.94	
(5.1)	Purchaser Maintenance Rockwear	\$0.00	
	Total Rockwear Payable to BLM		\$849.94
(3.1)	3rd Party Maintenance		\$0.00
(3.2)	3rd Party Rockwear		\$0.00
(4.1)	Other Maintenance Payments		\$0.00
	Total Maintenance Fee Obligation (2.1-5.1)		<u>\$2,925.41</u>

Purchaser Maintenance Allowances:

(5.2A)	Move In		\$820.00
(5.2B)	Culverts, Catch Basins, Downspouts		\$0.00
(5.2C)	Grading, Ditching		\$0.00
(5.2D)	Slide Removal and Slump Repair		\$0.00
(5.2E)	Dust Palliative (Water)		\$0.00
(5.2F)	Surface Repair (Aggregate)		\$0.00
(5.2G)	Other		\$0.00
	Total Purchaser Maintenance Allowances (5.2A-5.2G)		<u>\$820.00</u>

(2.1-5.2G)	Cost (\$2,925.41 + \$820.00) = \$3,745.41	
	Cost/MBF \$3,745.41 / 1023 MBF = \$3.66/MBF	<u>\$3.66/MBF</u>

(5.2H)	Decommissioning		\$955.30
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(5.2H)	Cost/MBF \$955.30/1023 MBF =	<u>\$0.93/MBF</u>
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(2.1-5.2H) Cost (\$2,925.41 + \$820.00 + \$955.30) = \$4,700.71

Total Cost/MBF (Excluding Road Use)	\$4,700.71/1023 MBF =	<u>\$4.60/MBF</u>
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1) Road Use Fees - Amortization

Details

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

Subtotal by agreement number

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul

MAINTENANCE (2.1)						ROCKWEAR (2.2)			
Road Number and Segment	A Surf N Type	Mi	Maint x Fee x	Vol MBF	=	Maint	Fee x MBF	=	Rkwear
38-2W-24 A-C	A BST	3.98	0.92	41		\$150.13	0.00	41	\$0.00
38-2W-24 A-B2	A BST	2.08	0.92	223		\$426.73	0.00	223	\$0.00
38-2W-26	A ASC	4.74	0.75	20		\$71.10	0.60	20	\$56.88
38-2W-26	A ASC	2.30	0.75	46		\$79.35	0.60	46	\$63.48
38-2W-26	A ASC	2.17	0.75	25		\$40.69	0.60	25	\$32.55
38-2W-26	A ASC	1.88	0.75	15		\$21.15	0.60	15	\$16.92
38-2W-26	A ASC	1.23	0.75	10		\$9.23	0.60	10	\$7.38
38-2W-26	A ASC	0.74	0.75	30		\$16.65	0.60	30	\$13.32
38-2W-26	A ASC	0.51	0.75	72		\$27.54	0.60	72	\$22.03
38-2W-26	A ASC	0.41	0.75	5		\$1.54	0.60	5	\$1.23
38-2W-27.01	A A ASC	0.48	0.75	72		\$25.92	0.60	72	\$20.74
38-3W-23 A	A BST	0.77	0.92	172		\$121.84	0.00	172	\$0.00
38-3W-23.01	A A BST	1.72	0.92	20		\$31.65	0.00	20	\$0.00
38-3W-23.01	A A BST	1.63	0.92	14		\$20.99	0.00	14	\$0.00
38-3W-23.01	A A BST	1.45	0.92	26		\$34.68	0.00	26	\$0.00
38-3W-23.01	A A BST	1.33	0.92	81		\$99.11	0.00	81	\$0.00
38-3W-23.01	A A BST	1.05	0.92	6		\$5.80	0.00	6	\$0.00
38-3W-23.01	A A BST	0.74	0.92	25		\$17.02	0.00	25	\$0.00
38-3W-26	A ASC	0.09	0.75	20		\$1.35	0.60	20	\$1.08
38-3W-26.01	A A ASC	1.72	0.75	5		\$6.45	0.60	5	\$5.16
38-3W-26.01	A A ASC	1.14	0.75	10		\$8.55	0.60	10	\$6.84
38-3W-26.01	A A ASC	1.00	0.75	26		\$19.50	0.60	26	\$15.60
38-3W-26.01	A A ASC	0.66	0.75	5		\$2.48	0.60	5	\$1.98
38-3W-26.01	A A ASC	0.53	0.75	10		\$3.98	0.60	10	\$3.18
38-3W-26.01	A A ASC	0.23	0.75	15		\$2.59	0.60	15	\$2.07
39-2W-7	A ASC	0.66	0.75	179		\$88.61	0.60	179	\$70.88
39-2W-7.01	A ASC	1.49	0.75	10		\$11.18	0.60	10	\$8.94
39-2W-7.01	A ASC	1.04	0.75	87		\$67.86	0.60	87	\$54.29
39-2W-7.01	A ASC	0.70	0.75	36		\$18.90	0.60	36	\$15.12
39-2W-7.01	A ASC	0.27	0.75	36		\$7.29	0.60	36	\$5.83
39-2W-7.01	A ASC	0.16	0.75	10		\$1.20	0.60	10	\$0.96
39-2W-8 C1-C2	A ASC	1.38	0.75	41		\$42.44	0.60	41	\$33.95
39-2W-8 A2-B	A ASC	5.21	0.75	26		\$101.60	0.60	26	\$81.28
39-2W-8 A2-A3	A ASC	3.12	0.75	46		\$107.64	0.60	46	\$86.11
39-2W-8 A2	A ASC	1.82	0.75	61		\$83.27	0.60	61	\$66.61
39-2W-8 A2	A ASC	1.66	0.75	26		\$32.37	0.60	26	\$25.90
39-2W-8 A2	A ASC	1.49	0.75	26		\$29.06	0.60	26	\$23.24
39-2W-8 A2	A ASC	1.31	0.75	20		\$19.65	0.60	20	\$15.72
39-2W-8 A2	A ASC	1.06	0.75	30		\$23.85	0.60	30	\$19.08
39-2W-8 A2	A ASC	0.90	0.75	10		\$6.75	0.60	10	\$5.40
39-2W-8 A2	A ASC	0.83	0.75	10		\$6.23	0.60	10	\$4.98
39-2W-8 A2	A ASC	0.49	0.75	56		\$20.58	0.60	56	\$16.46
39-2W-8 A2	A ASC	0.34	0.75	41		\$10.46	0.60	41	\$8.36
39-2W-8 A1	A BST	0.28	0.92	408		\$105.10	0.00	408	\$0.00
39-2W-15	A ASC	0.80	0.75	61		\$36.60	0.60	61	\$29.28
39-2W-17	A ASC	0.35	0.75	20		\$5.25	0.60	20	\$4.20
39-2W-17	A ASC	0.23	0.75	21		\$3.62	0.60	21	\$2.90

(2.1) Subtotal \$2,075.48

(2.2) Subtotal \$849.94

3) Third Party Maintenance and Rockwear

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

Subtotal of maintenance fees by agreement number:
 Subtotal of rockwear fees by agreement number:

(3.1) Subtotal \$0.00
 (3.2) Subtotal \$0.00

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Agency	Road Number	Miles (Log)	Vol (mbf)	Fee x MBF/MI	= Cost
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(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No and Segment	A	N	Mi	RkWear x Fee	Vol x MBF	Total = RkWear
38-2W-27	A		0.23	0.00	10	\$0.00
38-2W-27	A		0.09	0.00	20	\$0.00
39-2W-3.03	A		0.09	0.00	20	\$0.00
39-2W-17.02	A		0.07	0.00	21	\$0.00

(5.1) Subtotal \$0.00

Purchaser Operational Maintenance

Move In

Equipment	No Units	Move in	Cost/50 Mi	Dist x Factor	Sub-total
Motor Grader:			\$410.00	0.63	\$0.00
Back Hoe:			\$305.00	0.63	\$0.00
Loader:			\$410.00	0.63	\$0.00
Water Truck:			\$95.00	0.63	\$0.00
Dump Truck:			\$89.00	0.63	\$0.00
Excavator:	1	2	\$410.00	1.00	\$820.00
Roller:			\$410.00	0.63	\$0.00

(5.2A) Total \$820.00

Culvert Maintenance - Including Catch basins and Downpipes

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

(5.2B) Total \$0.00

Grading (Includes Ditches and Shoulders)

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

(5.2C) Total \$0.00

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

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

(5.2D) Total \$0.00

Dust Palliative (Water)

Spreading Hours

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

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

(5.2E) Total \$0.00

Surface Repair (Aggregate)

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

(5.2F) Total \$0.00

Other

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

(5.2G) Total \$0.00

Decommissioning

Other Costs

Road Number	Cubic Yds Pullback Material		Qty Waterbars		Qty Earthen Barriers	= Total
39-2W-17.02	(0x\$1.77)	+	(2x\$55.35)	+	(1x\$166.04)	= \$276.74
39-2W-3.03	(0x\$1.77)	+	(2x\$55.35)	+	(1x\$166.04)	= \$276.74

(Other Cost) Total \$553.48

Time & Equipment

38-2W-27 Replace Concrete Barrier w/ Excavator: 1 hr @ \$133.94/hr	=\$133.94
Landing 1 Replace Concrete Barrier w/ Excavator: 1 hr @ \$133.94/hr	=\$133.94
Landing 2 Replace Concrete Barrier w/ Excavator: 1 hr @ \$133.94/hr	=\$133.94

(5.2H) Decommissioning Total \$955.30

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

SCALE SALE

Name of Bidder
Tract Number ORM06-TS-2017.0012
Sale Name Squishy Bug
Sale Notice <i>(dated)</i> 9/14/2017
BLM District Medford

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

Required bid deposited is \$ **6,800.00** and is enclosed in the form of cash money order bank draft cashier's check certified check bid bond of corporate surety on approved list of the United States Treasury guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – SCALE SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	1,023	X \$66.20	= \$67,722.60	X	=
Total		1,023				
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **PERFORMANCE BOND** –

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