# PROSPECTUS

Sale Date: April 24, 2012

(2) Roseburg Sale No.: <u>12-05</u> Douglas County, Oregon: <u>CBWR:</u> Oral Auction			Sale	Name: <u>D</u>		<u>y Management Reoffer</u> : <b>Required:</b> <u>\$19,200.00</u>	
All timber designated for cutting on:							
Lots 1, 2 and 3, S E½SW¼, SE¼	S½NE¼, SE½	4NW ¼, SW ½	/4	Sec. 1 Sec. 1	·	, ,	
Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est .Vol. CCF Cubic	Species		Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
14,260 1,434 762	1,624 181	3,535 408	Douglas-fir Grand Fir Western Heml		1,905 224	\$95.70 <b>\$32.30</b>	\$182,308.50 * \$7,235.20
763 <u>37</u> <b>16,494</b>	43 <u>1</u> <b>1,849</b>	105 <u>4</u> <b>4,052</b>	Western Herni W. Red-cedar	UCK	55 2 <b>2,186</b>	\$30.80 \$30.00	* \$1,694.00 * \$60.00 \$191,297.70

\* BLM appraised price per MBF is a minimum stumpage value.

# LOG EXPORT AND SUBSTITUTION RESTRICTIONS:

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

Excepting Port-Orford-cedar, all timber offered for sale hereunder 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.

# **CRUISE INFORMATION:**

The Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 11.9" D.B.H.O.B., the average log contains 39 bd. ft., the total gross volume is approximately 2,312 M bd. ft., and 95% recovery is expected.

<u>CUTTING AREA</u>: An area of approximately 147 acres in 6 units is to be partially cut.

TIMBER ACREAGE:	Area 1: 35 acres	Area 4: 23 acres
	Area 2: 10 acres	Area 5: 22 acres
	Area 3: 32 acres	Area 6: 25 acres

ACCESS: Access to the sale area is provided by Government controlled roads.

<u>DIRECTIONS TO SALE AREA</u>: From Winston take State Highway 42 west approximately 15.5 miles to its junction with Douglas County Road No.128 (Upper Camas Road). Turn right on County Road No. 128, and travel approximately 4.2 miles to its junction with BLM Road No. 28-8-31.2. Turn left onto the 28-8-31.2 and proceed 0.6 miles to Harvest Area No.1. To access Harvest Areas No. 5 and No. 6, turn left onto County Road No. 132 (Wildcat Road.) off of Upper Camas Road approximately 2.6 miles from its junction with Highway 42. Continue down County Road No.132 for approximately 1.2 miles to the junction with BLM Road No. 29-9-12.1. Turn left on 29-9-12.1 and go approximately 1.2 miles to the contract area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$4,430.24 will be required to be paid to the BLM.

<u>ROAD CONSTRUCTION</u>: Estimates include the following: renovate 7+50 stations. Additional information is available in Exhibit C.

<u>DURATION OF CONTRACT</u> will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road renovation, road use, road maintenance, fire protection, slash disposal, and log exporting. Log scaling may be required under the terms of this contract.

<u>ADDITIONAL INFORMATION:</u> This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

# NOTES:

 A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act, or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

- 2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 109 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
- 3. Seasonal operating restrictions apply to this sale regarding road work, falling, bucking, yarding, loading, and hauling. Refer to Section 41(B)(7)(b), 41(B)(13-17) and the Exhibit E for details.
- 4. BLM Road No. 29-9-1.0 Segment A (portion) is to be decommissioned in the same operating season in which it is used for harvest activity. The Purchaser is required to perform decommissioning operations. Decommissioning operations will include subsoiling, water-barring, road blocking and covering the road with logging slash to the satisfaction of the Authorized Officer. Refer to the Exhibit D for details. If an unsurfaced spur will overwinter before decommissioning, that spur shall be winterized. See Section 41(F)(1) for details.

- 5. Wildland Urban Interface: In Harvest Area No. 1, logging residues (slash) within 50 feet either side of Road No. 28-8-31.2 will need to be hand piled for hazard reduction. See Exhibit F for a detailed map and piling specifications.
- 6. The purchaser will be responsible for repairing any damage, resulting from his operations, to the existing fence lines forming portions of Harvest Areas No. 1 and No. 3 as shown on Exhibit A.
- 7. A registered water right exists near the stream adjacent to the north boundary of Harvest Area No. 5. Damage to the black plastic pipe that runs along the stream and out the east boundary must be prevented.

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE ROSEBURG DISTRICT OFFICE.

Section 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) All timber on the Reserve Areas as shown on Exhibit A, all retention trees marked with orange paint above and below stump height within the cutting areas and all orange painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (b) All existing coarse woody debris, logs and trees classified as decay Classes 3, 4, and 5, bark substantially sloughed off and in advanced stages of decay, within the Harvest Areas as shown on Exhibit A.

<u>Section 41.</u> The Purchaser shall comply with the special provisions which are attached hereto and made a part hereof, unless otherwise authorized in writing by the Authorized Officer.

# Section 41(A) Periodic Payment and First Installment:

- (1) Notwithstanding the provisions of Section 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
- (2) Notwithstanding the provisions of Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Section 3(b).

# Section 41(B) Logging:

- (1) Before beginning operations on the contract area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.
- (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 prework conference between the Purchasers' authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- (3) In the Harvest Areas shown on Exhibit A, all trees designated for cutting, which are within one hundred fifty (150) feet of the Reserve Areas, property lines, fences and adjacent plantations shall be felled away from those areas.
- (4) In the Harvest Areas shown on Exhibit A, trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless approved by the Authorized Officer.

- (5) In the Harvest Areas shown on Exhibit A, all timber shall be felled to lead.
- (6) In Harvest Areas No. 3, No. 4, No. 5 and No. 6, as shown on the Exhibit A, yarding shall be done with a skyline yarding system capable of maintaining one end suspension and equipped with a mechanical slack pulling carriage having a minimum of one hundred (100) feet of lateral yarding capability, a maximum spar height of forty (40) feet, and a maximum power rating of two hundred twenty five (225) HP. The system shall have the capability to yard in multi-span configuration.
- (7) In Harvest Areas No. 1 and No. 2 designated for ground-based yarding as shown on Exhibit A:
  - (a) Ground-based yarding operations shall generally be limited to slopes of thirty-five (35) percent or less, and existing skid trails shall be utilized to the greatest extent possible.
  - (b) No ground-based yarding shall be permitted between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive, or other periods of unseasonably wet weather and soil moisture conditions, unless otherwise approved by the Authorized Officer.
  - (c) A rubber-tired or track-mounted skidder may be used in accordance with the following specifications:
    - (1) The skidder shall be approved by the Authorized Officer prior to ground-based yarding operations.
    - (2) Yarding shall be done with one end of the log suspended.
    - (3) The skidder shall be restricted to designated skid trails. Skid trails shall be clearly identified on the ground, twelve (12) feet or less in width and spaced at least one hundred fifty (150) feet apart. Designated skid trails, whether existing or newly proposed, shall be approved by the Authorized Officer prior to the felling of timber.
  - (d) A track-mounted log loader, or shovel yarding system, may be used in accordance with the following specifications:
    - (1) The track-mounted log loader shall be approved by the Authorized Officer prior to ground-based yarding operations.
    - (2) The track-mounted log loader shall be restricted to designated skid trails and shall utilize the swing yarding method to the greatest extent practicable. The designated skid trail network shall minimize both the amount of ground covered by the tractor treads and the number of passes over any single spot on the ground. Designated skid trails, whether existing or newly proposed, shall be approved by the Authorized Officer prior to the felling of timber.
    - (3) The track-mounted log loader shall be required to place logging slash in front of the machine's tracks prior to traveling designated skid trails in order to reduce soil compaction.

- (e) A harvester/forwarder system may be used in accordance with the following specifications:
  - (1) The harvester shall be required to cut off limbs and tops in front of the machine's tracks in order to reduce soil compaction. The harvester must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible.
  - (2) The forwarder shall operate only on designated skid trails approved by the Authorized Officer. Forwarder trails shall be located on existing skid trails and/or the slashcovered areas traversed by the harvester. Forwarder trails shall be perpendicular to hill-slope contour lines as much as possible.
  - (3) Logs that are too large for the harvester/forwarder operation may be yarded with a rubber-tired or track-mounted skidder, or a track-mounted log loader approved by the Authorized Officer, and as directed by the Authorized Officer. The skidder shall operate on designated skid trails approved by the Authorized Officer.
  - (4) All trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed twenty-one (21) feet before being yarded, unless approved by the Authorized Officer.
- (8) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (9) Before cutting and removing any trees necessary to facilitate logging in the Harvest Areas 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 to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
  - (a) All skid trails or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail shall be limited to fourteen (14) feet, and each cable yarding road shall be limited to twenty (20) feet.
  - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with high visibility paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision

unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(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 Section 9 of the contract; or, the Authorized Officer determines that trees otherwise reserved in Section 40 of the contract or any tree that exceeds twenty-eight (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 Section 8 of the contract.

- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and 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). This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (10) In accordance with the requirements of Section 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 the Contract Area, which is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and tieback trees, 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 or 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 Section 40 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 and the bottom log immediately after falling with high visibility paint. The stump shall be marked by flagging the location of the stump with plastic fluorescent pink ribbon hung within five feet of the stump at eye level 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 Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
- (d) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
  - (1) Failed to properly mark any stump with high visibility paint.
  - (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 skid trails 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 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 tiebacks 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, and corridor 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/or 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 Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (11) For a distance of fifty (50) feet from the perimeter of each landing, all logs more than eight (8) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the contract area.
- (12) No yarding or loading is permitted in or through the Reserve Areas as shown on Exhibit A unless otherwise approved by the Authorized Officer.
- (13) No road renovation shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (14) No timber falling, bucking or yarding shall be conducted on the Thinning Area from April 15 to July 15 of each calendar year, both days inclusive (bark slip period), unless otherwise approved by the Authorized Officer.
- (15) No timber yarding, loading or hauling shall be conducted on unsurfaced roads between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (16) For Harvest Areas No. 1, No. 2, No. 3, No. 4, No. 5 (portion) and No. 6, as well as the renovation of Road No. 29-9-1.0 Segment A (portion), as shown on the Exhibit A, no operations may be conducted from April 1 to August 5, both days inclusive, of each calendar year due to the potential disruption of nesting marbled murrelets. In addition, daily operating restrictions shall be in effect from August 6 to September 15, both days inclusive, of each calendar year. During this period, all operations shall be scheduled from two hours after sunrise to two hours before sunset. Refer to Exhibit E for details.
- (17) In regards to the potential to disturb nesting spotted owls, no operations may be conducted in Harvest Areas No. 5 and No. 6 between March 1 and July 15, both dates inclusive, of each calendar year. Refer to the Exhibit E for details.

# Section 41(C) Miscellaneous:

(1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by One Thousand Six Hundred Thirty-nine and fifty/100 dollars (\$1,639.50). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of One Thousand Six Hundred Thirty-nine and fifty/100 dollars (\$1,639.50) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with Eastside Scribner Decimal C Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

# Section 41(D) Environmental Protection:

- (1) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks and crew transport, prior to initial move-in, to minimize the likelihood of spreading Port-Orford-cedar root disease or introducing noxious weeds to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- (3) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall winterize temporary Road No. 29-9-1.0 Segment A (portion), constructed under Section 41(F)(1), or any portion thereof, in accordance with the plans and specifications shown on Exhibit D, and in accordance with the following stipulations:
  - (a) The Purchaser intends to use the temporary spurs/temporary roads or portions thereof for more than a single operating season; or, circumstances require that the temporary spurs/temporary roads or portions thereof over-winter before decommissioning.
  - (b) Winterizing shall consist of water-barring, blocking and mulching to the satisfaction of the Authorized Officer.

- (c) Winterizing shall take place at the end of the operating season as described in Section 41(B)(13) and 41(F)(1) of this contract, or as directed by the Authorized Officer.
- (4) In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall, upon completion of logging operations, perform subsoiling operations on approximately fourteen hundredths (0.14) mile of native surface spur roads and landings, and one and fifty-one hundredths (1.51) miles of skid trails and associated equipment areas, as designated by the Authorized Officer and in accordance with the following stipulations:
  - (a) All subsoiling equipment shall be inspected and approved by the Authorized Officer before subsoiling operations begin.
  - (b) The compacted surfaces of temporary spurs, landings and main skid trails, and associated compacted areas such as turnouts, truck turnarounds and log decking areas shall be subsoiled (broken up, loosened and de-compacted) using excavator attachments, log loader tongs or other approved equipment.
  - (c) Slash and other organic debris and some topsoil will be spread over the subsoiled surface to cover at least 50 percent of the subsoiled area, where available. Waterbars shall be constructed concurrently with subsoiling operations, on grades steeper than 10 percent, as directed by the Authorized Officer.
  - (d) Subsoiling shall occur during the same dry season as ground-based harvesting or completion of spur/road use and be completed prior to October 15, unless otherwise approved by the Authorized Officer.
  - (e) Subsoiling shall be completed to a minimum depth of eighteen (18) inches below the ground surface, unless otherwise approved by the Authorized Officer.
  - (f) Treated areas shall span the total width of compaction, as identified by the Authorized Officer. At least 80 percent of the compacted soil profile shall be shattered. No more than 50 percent of the treated soil shall have clods greater than two (2) inches in diameter, unless otherwise approved by the Authorized Officer.
  - (g) Subsoiling shall not occur within a five foot radius of the boles of residual trees where major roots can be cut, mangled or pulled, unless otherwise directed by the Authorized Officer.
  - (h) Equipment shall not be allowed to operate on slopes in excess of 35 percent or to cross streams or drainages unless approved by the Authorized Officer.
- (5) 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 Roseburg 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 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 thirty (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 thirty (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 fifteen (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 thirty (30) days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect 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, 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 paragraph, 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.

# Section 41(E) Cultural Resource Protection:

(1) If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

# Section 41(F) Road Construction - Maintenance - Use:

- (1) The Purchaser shall renovate road No. 29-9-1.0 Segment A (portion), in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Temporary Road No. 29-9-1.0 Segment A (portion) will be renovated and used for harvest operations by October 15 of each calendar year, then decommissioned in the same respective operating season. The decommissioning of Road No. 29-9-1.0 will include subsoiling, water barring, slashing and blocking. Refer to Exhibit D for details.
- (2) Prior to removal of any timber, except right-of-way timber, from any Harvest Area, the Purchaser shall complete all required renovation of roads to such Harvest Areas as specified in Exhibit C.
- (3) The Purchaser is authorized to use the roads listed and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 41(F)(4). Any road listed on Exhibit D and requiring improvement or renovation in Exhibit C of this contract shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- (4) The Purchaser shall pay the Government a road maintenance and rockwear obligation in the amount of Four Thousand Four Hundred Thirty and twenty-four/100 dollars (\$4,430.24) for the transportation of timber included in the contract price over roads listed in Section 41(F)(3).

The above road maintenance and rockwear amount is for use of 6.3 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than Five Hundred and No/100 dollars (\$500.00) payable in the same manner as and together with payments required in Section 3 of this contract.

- (5) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (6) The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

# Section 41(G) Fire Prevention and Control:

(1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

# Section 41 (H) Slash Disposal and Site Preparation:

- (1) <u>Fire Hazard Reduction.</u> In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction measures required by this contract:
  - (a) Prior to commencement of any operation under Section H (Slash Disposal and Site Preparation) of this contract, a slash disposal prework 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 the prework 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 Purchaser's operations under the terms of this contract.
  - (c) Pile all slash yarded to the landings and within fifty (50) feet of all landings. Piling is to be completed within thirty (30) days of the completion of yarding for each landing. Piles are to be tight and free of dirt.
  - (d) Cover each landing pile with a minimum ten (10) foot by ten (10) foot sheet of four (4) mil. black plastic, unless otherwise directed by the Authorized Officer to meet ignition and combustion needs. The cover shall be firmly fixed or weighed down to hold in place. Covering shall be done concurrently with piling.
- (2) In addition to requirements stated in Section 41 (H)(1)(c) and Section 41 (H)(1)(d) the Purchaser shall perform hazard reduction work on approximately three (3) acres of harvest area and comply with the following provisions:
  - Hand pile and cover all slash in Harvest Area No. 1 according to the location and specifications set forth in Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains two pages.

# Section 41(I) Log Exports:

(1) All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

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

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

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

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

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly

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

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

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

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

Form 5440-9 (July 1990)		DEPARTMENT	UNITED STATES DEPARTMENT OF THE INTERIOR UREAU OF LAND MANAGEMENT			OMB N	I APPROVED NO. 1004-0113 s: July 31, 1992
			X	TIMBER*		(2) 12-05 Sale Name	
D	EPOSIT A	AND BID FOR		VEGETATI (Other Than T	VE RESOURCE 'imber)	Sale Notice (dated)	/ Management Reoffer
		LUMP	SUM	SALE		BLM District	(sale date 04/24/12)
						Roseburg	
Sealed Bid for Sealed B		the nearly days	ait and		Bid for Oral Auction		
In response to the above dated the tract specified above.	Sale Notice	e, the required depo	osit and	bid are nereby su	iomitted for the purch	ase of designated tim	ber/vegetative resource on
Required bid deposited is \$	9,200.00	and is enclo	osed in	for form of 🗖	cash 🔲 money	vorder 🔲 bank d	raft
	certified che			orporate surety o	n approved list of the	United States Treasur	у
guaranteed remittance app		2001 ALTERNI DE DUITE		T 1 Ct. t.	1	:C41 - 1 : 1 :	4 - 1 1 41 1
IT IS AGREED That the bi fails to execute and return t contract is received by the s considered. If the bid is re	he contrac	t, together with a bidder. It is und	ny requ erstoo	uired performan d that no bid for	ice bond and any re-	quired payment wit	hin 30 days after the
	NOTE:			DULE - LUMP check computati	SUM SALE ons in completing the	Bid Schedule	
		BID SUBMITTE		(Est. Volume			BID MADE
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY		UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	1,905	x	-	=	x	=
Grand Fir	MBF	224	x	-	=	x	=
Western Hemlock	MBF	55	x		=	x	=
Western Red-cedar	MBF	2	x		=}	x	=
	MBF		x		=	x	=
	MBF		x		=	x	=
	MBF		x		=	x	=
	MBF		x		=	x	=
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	MBF		x		=	x	=
	MBF		x		=	x	=
	MBF		x		=i	x	=
	MBF		x		=	x	=
		TOTAL PUR	RCHAS	SE PRICE			

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

# 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 timer or vegetative resources.

# BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

### 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 desposit 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 declared 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 to ward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

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

#### 10. PERFORMANCE BOND -

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

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

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

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

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

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

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 Num-

ber 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.

U.S. GOVERNMENT PRINTING OFFICE: 1990-832-998

Department of Interior Bureau of Land Management

# Exhibit "A"

Deep Six Density Management Reoffer Tract Number: 12-05

Page 1 of 3

-	<u>ct Township</u>	Range Section	Meridian Contract Number
Rosebu	urg 29S	9W 1,11	Willamette OR10-TS12-05
	AREA	HARVEST ACRES	HARVEST METHOD
	1 2 3 4 5 6	35 10 32 23 22 25	GROUND BASED GROUND BASED CABLE CABLE CABLE CABLE
NOTE:	<ul> <li>RESERVE ARE TOTAL CONTR</li> <li>1. HARVEST UNIT BOU OF TIMBER RESERV AND POSTED WITH</li> </ul>	A ACT AREA NDARIES ARE PAINTED ORAI (E" TAGS, EXCEPT ON PROPE ORANGE AND WHITE "TIMBER	NGE AND POSTED WITH WHITE "BOUNDARY RTY LINES WHICH ARE PAINTED OR FLAGGED R CUTTING BOUNDARY" TAGS.
		ACRES ARE AVAILABLE FOR	
		LLOLIND	
	HARVEST AREA - CABLE HARVEST AREA - GROU RESERVE AREA		<ul> <li>EXISTING ROAD</li> <li>TEMPORARY ROAD TO BE RENOVATED, USED AND DECOMMISSIONED IN THE SAME OPERATING SEASON</li> </ul>
	RESERVE AREA - PREV GREEN TREE RETENTIC SURVEY CORNERS FOU	DN AREA	
$\odot$			



Depart Bureau of	ment of Inter Land Manag	ior ement		Exhibit ' Page 3 of 3			<b>Deep Six</b> Density Management Reoffer Tract Number: 12-05
	District Roseburg	Township 29 S	Range 9 W	Section 11	Meridian Willamette	Contract	
			111 111 122 122		C-2 BT's	2.3. 1.1 1.1 1.1 1.1 1.1 1.1 1.1	

S T29S, R9W Willamette Meridian, Douglas Co., OR.

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

## Exhibit B

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

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

Species	Net Volume	Bid Price	Sale Sub Total
Douglas-fir	1,905		
Grand Fir	224		
Western Hemlock	55		
Westem red-cedar	2		
Sale Totals	2,186		

## Sale Totals (16' MBF)

## Unit Details (16' MB)

Unit 1	35 Acres	Value per Acre : \$0.00		
Species	Net Volume	Bid Price	Species Value	
Douglas-fir	347			
Grand Fir	94			
Unit Totals	441			

Unit 2 10 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	113		
Grand Fir	20		
Western Hemlock	6		
Unit Totals	139		

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

Roseburg Deep Six DM Reoffer OR10-TS12-05

Unit <b>3</b>	32 Acres	Value per Acre : \$0.00		
Species	Net Volume	Bid Price	Species Value	
Douglas-fir	463			
Grand Fir	52			
Western Hemlock	8			
Western red-cedar	2			
Unit Totals	525			

Unit423 AcresValue per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	380		
Grand Fir	12		
Unit Totals	392		

Unit522 AcresValue per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	238		
Grand Fir	30		
Western Hemlock	20		
Unit Totals	288		

Unit	6

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	364		
Grand Fir	16		
Western Hemlock	21		
Unit Totals	401		

25 Acres



# United States Department of the Interior Bureau of Land Management Roseburg District EXHIBIT "D"

Sale Name: Deep Si Contract No. OR10-7		ement Reoffe	er				
Road Number	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees	Maintained By
28-8-31.2	A	0.40	BLM		BST	\$0.65	BLM
28-8-31.2	В	1.10	BLM		Rock	\$1.13	BLM
28-8-31.2	с	0.80	BLM		Rock	\$1.13	BLM
28-8-31.2	D	0.25	BLM		Rock	\$0.51	PURCHASER
29-9-1.0	A (POR)	0.14	BLM		Native		PURCHASER
29-9-1.1	A (POR)	0.01	BLM		Rock	\$0.51	PURCHASER
29-9-11.2	A (POR)	0.02	BLM		Rock	\$0.51	PURCHASER
29-9-12.1	А	0.84	BLM		Rock	\$1.13	BLM
29-9-12.1	В	0.37	BLM		Rock	\$1.13	BLM
29-9-12.1	C (POR)	0.99	BLM		Rock	\$1.13	BLM
29-9-12.2	В	0.52	BLM		Rock	\$1.13	BLM
29-9-12.2	C (POR)	0.91	BLM		Rock	\$1.13	BLM
SPUR 1	A	0.06	BLM		Rock	\$0.51	PURCHASER

EXHIBIT D OR10-TS12-05 Deep Six DM Reoffer Page 1 of 4

# ROAD MAINTENANCE SPECIFICATIONS

## <u> 3000 - General</u>

- 3001- The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41 Special Provisions and as shown in the Exhibit "D" of this contract in accordance with Sections 3000, 3100, 3200, 3300 and 3400 of this exhibit.
- 3002- The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards as required in Exhibit C of this contract.
- 3003- The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, and 3105.
- 3004- The purchaser shall be responsible for providing timely maintenance and cleanup on any road 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.

# 3100 - Operational Maintenance

- 3101- The Purchaser shall blade and shape the road surface and shoulders with a motor patrol 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 patrol grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3l04a Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slope which have been planted or mulched to control soil erosion.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) 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 (15) 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 Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, and no less than once per year when actual work is ongoing.

EXHIBIT D OR10-TS12-05 Deep Six DM Reoffer Page 2 of 4

- 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 (15) station yards in quantity, at any one slide. The 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 (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representative 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 Timber Appraisal Production Cost Schedules for rental rates and labor costs. 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 as directed by the Authorized Officer.
- 3108- The Purchaser shall avoid fouling gravel or bituminous surface 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 unit is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be performed at the Purchaser's expense.
- 3109- The maximum allowable rut depth on aggregate surfaced roads is 2". Roads with ruts exceeding this requirement shall be bladed and brought back into conformance with the typical sections shown in the drawings. Rut depth shall be measured by centering a minimum 3 foot long straightedge across the wheel rut maintaining contact with the aggregate at both ends of the strait edge. The rut depth shall be the distance measured between the bottom of the strait edge and the lowest point of the wheel rut.

# 3200 - Seasonal Maintenance

- 3201- The Purchaser shall perform preventive 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 cross ditching, water barring, constructing vehicle barriers, removing ruts or other surface irregularities, and all other requirements specified in Section 3100 and Exhibit "C" Erosion Control 1700 Specifications.
- 3203- The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road located in an area separate from the area where logging activities will resume.

EXHIBIT D OR10-TS12-05 Deep Six DM Reoffer Page 3 of 4

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.

# 3300 - Final Maintenance

3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec. 16(b) of this contract. This work shall include any 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 timber harvest 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 and/or decommissioning only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

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

- 3303 Decommissioning shall include installing water bars, scattering slash over road surface, sub-soiling and installing trench barriers.
- 3304 The Purchaser shall perform decommissioning on existing roads in accordance with these specification and at the following locations:

Road No.			
or Location	From Station	To Station	Activity
28-8-31.2 D	0+00	13+20	Blade
29-9-1.0	0+00	7+50	Subsoil, waterbar, mulch and block
29-9-1.1	0+00	0+55	Blade
29-9-11.2	0+00	1+05	Blade
Spur 1	0+00	3+15	Blade

- 3305 Water bars shall be installed across full width of roadway at spacing shown on the drawings.
- 3306 Slash shall be scattered over the decommissioned road surface and all areas disturbed by the decommissioning process. Where there is not slash available the disturbed area shall be seeded and mulched according to these specifications.

EXHIBIT D OR10-TS12-05 Deep Six DM Reoffer Page 4 of 4

- 3307 Trench barriers shall be constructed according to the drawings and specifications.
- 3310 Sub-soiling shall be performed as described in section 41(D).
- 3311 Seed shall be Government furnished seed.
- 3312 Straw mulch shall be certified weed free from oats, wheat, rye or other approved grain crops which are free from noxious weeds, mold or other objectionable materials as attested to by written certification submitted to the Authorized officer. Straw mulch shall be in an air-dry condition.

## 3400 - Other Maintenance

- 3401- The Purchaser shall be required to repair any damage to road surfaces that was specified under Subsection 3108. 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.

# Exhibit E Seasonal Restriction Matrix (Page 1 of 3) OR10-TS12-05 **Deep Six Density Management Reoffer**

# **Restricted Times Are Darkly Shaded**

Daily Operating Restrictions (DOR) Are Lightly Shaded (operations must begin two hours after sunrise and must conclude two hours before sunset)

Sale Area	Activity	Jan		Feb		Mar	Mar Apr 1 15 1 15		Ju	n ,	July		/ Aug		Se	ept	t Oc		t Nov		Dec
Conference and a conference of the Mit Mit Mit Conference and a conference of the Conference of Conference of C		1	15	1	15	1 15	1 15	1 15	1 '	15 ′	1 1	15 1	6	15	1	15	1	15	1 1	5	1 15
Unit 1	Falling and bucking <sup>2, 4</sup>																			Т	
	Ground-based yarding <sup>1, 2, 4</sup>																				
	Loading or hauling on rock roads									5* 1 c											
Unit 2	Falling and bucking <sup>2, 4</sup>																		Τ	Τ	Τ
	Ground-based yarding <sup>1, 2, 4</sup>											-									
	Loading or hauling on unsurfaced temporary roads <sup>1</sup>																				
	Right-of-way logging and clearing <sup>1, 4</sup>																			Т	
	Loading or hauling on rock roads								Π												
Unit 3	Falling and bucking <sup>2, 4</sup>																			Τ	
	Cable yarding on rock roads <sup>2, 4</sup>									Į.											
	Loading or hauling on rock roads									5											
Unit 4	Falling and bucking <sup>2, 4</sup>																				
	Cable yarding on rock roads <sup>2, 4</sup>			Π							T								Т	Т	
	Loading or hauling on rock roads									<u>,</u>											
Unit 5	Falling and bucking <sup>2, 3, 4</sup>																		Τ	Τ	
	Cable yarding on rock roads 2, 3, 4									į											
	Loading or hauling on rock roads																				
Unit 6	Falling and bucking <sup>2, 3, 4</sup>																			Τ	
	Cable yarding on rock roads <sup>2, 3, 4</sup>																				
	Loading or hauling on rock roads																				
Road No. 29-9-1.0	Road renovation <sup>1, 3, 4</sup>																				

<sup>1</sup>Wet season restrictions (October 15 – May 15) may be shortened or extended depending on weather conditions.
 <sup>2</sup>Bark slip seasonal restrictions (April 15 – July 15) may be conditionally waived.
 <sup>3</sup>Spotted owl seasonal restriction (March 1 – July 15) may be conditionally waived.
 <sup>4</sup>Marbled murrelet Seasonal Restriction (April 1 – August 5), Daily Operating Restrictions (August 6 - September 15), both days inclusive.






EXHIBIT F Roseburg Sale No. 12-05 Deep Six Density Management Reoffer Page 2 of 2

## SPECIAL PROVISIONS FOR HAND PILING AND COVERING

- (a) All logging slash and slashed brush more than two (2) feet long and between one (1) and six (6) inches in diameter at the large end shall be handpiled and covered. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter, and that portion piled.
- (b) Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, unit boundary, or the trunk of a designated retention tree.
- (c) Maximum pile size shall be eight (8) feet in diameter by six (6) feet in height. Minimum pile size shall be four (4) feet in diameter by four (4) feet in height.
- (d) Covering shall be done concurrently with piling. A minimum of fifty (50) percent of the pile is to be covered using four (4) mil. black plastic or equivalent, and anchored or weighted down to the satisfaction of the Authorized Officer.
- (e) Operations required by this provision shall begin within thirty (30) days after completion of logging of each Harvest Area and shall be concluded within sixty (60) days after completion of logging of each Harvest Area.

Summary of All Roads and ProjectsT.S. UpdateT.S. Contract Name: Deep Six DM Reoffer Sale Date: 04/24/2012Prepared by: T.McNamara Ph: 3313 Print Date: 2/29/2012 2:14:34 PMConstruction: 0.00 sta (Surfaced 0.00 sta Natural 0.00 sta)Improve: 0.00 sta Renov: 7.50 sta Decom: 0.00 sta Temp: 0.00 sta	04/15/10
200 Clearing and Grubbing: 0.0 acres Clearing: 7.5 sta Grubbing: 0.0 acres Slash Treatment: 0.0 acres	\$760.84
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$1,237.28
Surfacing: Quarry Name: Dillard 300 cy	\$3,036.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,770.96 Surf. \$0.00	\$1,770.96
Quarry Development:	\$0.00
Total: 2,186 mbf @ \$3.11/mbf =	\$6,805.08

Quantities shown are estimates only and not pay items. Surfacing Quantities are COMPACTED in place cubic yards.

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Deep Six DM Reoffer Sale Date: 04/24/2012 Road Number: 29-9-1.0 Road Name: 29-9-1.0 Road Renovation: 0.14 mi 14 ft Subgrade ft ditch T.S. Update	e 04/15/10
200 Clearing and Grubbing: 0.0 acres Clearing:7.5 sta Grubbing:0.0 acres Slash Treatment:0.0 acres	\$760.84
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$1,237.28
Surfacing: Quarry Name: Dillard 300 cy	\$3,036.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,770.96 Surf. \$0.00	\$1,770.96
Quarry Development:	\$0.00
Notes:	\$6,805.08
Quantities shown are estimates only and not pay items.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.



United States of America

Department of the Interior

## **Bureau Of Land Management**

## **Timber Sale Appraisal**

District: Roseburg Sale Name: Deep Six DM Reoffer Sale Date: 04/24/2012 Appraisal Method: 16' MBF Contract #: OR10-TS12-05 Job File #: R10874 Master Unit : Douglas Planning Unit : South River

## Contents

Timber Sale Summary	2
Stumpage Summary	3
Prospectus	4
Exhibit B	5
Volume Summary	7
Stump to Truck Costs	9
Other Allowances Costs	10
Consolidated Comments	11

## **Timber - Sale - Summary**

#### Legal Description

Forest Type	Township	Range	Section	Subdivision
CBWR	29 S	9 W	1	Lots 1, 2 and 3, S <sup>1/</sup> <sub>2</sub> NE <sup>1/4</sup> , SE <sup>1/4</sup> NW <sup>1/4</sup> , SW <sup>1/4</sup>
CBWR	29 S	9 W	11	E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub>

	Cutting Volume (16' MBF)										_	
Unit	DF	GF	WH	WRC				a	Total	Regen	Partial	ROW
1	347	94							441	0	35	0
2	113	20	6						139	0	10	0
3	463	52	8	2					525	0	32	0
4	380	12							392	0	23	0
5	238	30	20						288	0	22	0
6	364	16	21						401	0	25	0
Totals	1,905	224	55	2					2,186	0	<b>14</b> 7	0

## Logging Costs per 16' MBF

Stump to Truck	\$ 206.02
Transportation	\$ 46.52
Road Construction	\$ 3.11
Road Amortization	\$ 0.00
Road Maintenance	\$ 3.17
Other Allowances :	

Equipment Cleaning	\$ 0.45
Misc	\$ 1.24
Slash Disposal	\$ 3.95
Total Other Allowances :	\$ 5.64

Total Logging Costs per 16' MBF	\$	264.47
Utilization Centers		
Center #1 : Dillard, Oregon	29	Miles
Center #2	0	Miles
Weighted distance to Utilization Centers		29
Length of Contract		
Cutting and Removal Time	36	Months
Personal Property Removal Time	1	Months

## Profit & Risk

Total Profit & R	isk				10 %	
Basic Profit & R	lisk	7 % + Additional R	isk	3 %		
Back Off					0 %	
		Tract Features				
Avg Log	Douglas-fir :	38 bf		All : 39 bf		
Recovery	Douglas-fir :	96 %		All : 95 %		
Salvage	Douglas-fir :	0%		All : 0 %		
Avg Volume (	16' MBF per A	Acre)			15	
Avg Yarding Slo	pe				40	%
Avg Yarding Distance (feet)					375	
Avg Age					45	
Volume Cable					73	%
Volume Ground					27	%
Volume Aerial					0	%
Road Constructi	on Stations				0.00	
Road Improvem	ent Stations				0.00	
Road Renovation	n Stations				7.50	
Road Decomissi	on Stations				0.00	
		Cruise				
Cruised By				Dotson	, Snider	
Date				11/0	09/2011	
Type of Cruise		Γ	)F3-P, N	Ainors BLN	A 100%	
County, State				Doug	las, OR	
		Net Volume				
Green (16' MBF	)				2,186	
Salvage (16' MB	BF)				0	
Douglas-fir Peel	er				0	
Export Volume					0	
Scaling Allowan	ice (\$0.75 per 1	6' MBF)		\$1	,639.50	
	φ1,057.50					

Roseburg Deep Six DM Reoffer OR10-TS12-05

## Stumpage Summary

Stumpage Computation (16' MBF)									
Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	14,260	1,905	\$ 400.20	\$ 40.02	\$ 264.47			\$ 95.70	\$ 182,308.50
GF	1,434	224	\$ 322.62	\$ 32.26	\$ 264.47			\$ 32.30	\$ 7,235.20
WH	763	55	\$ 307.59	\$ 30.76	\$ 264.47			\$ 30.80	\$ 1,694.00
WRC	37	2	\$ 300.00	\$ 30.00	\$ 264.47			\$ 30.00	\$ 60.00
Totals	16,494	2,186							\$ 191,297.70

## Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				18.0	70.0	12.0
Grand Fir				29.0	62.0	9.0
Western Hemlock				11.0	72.0	17.0
Western red-cedar						100.0

## Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Grand Fir		
Western Hemlock		
Western red-cedar		

Appraised By :	Dotson, Bryan	Date :	02/15/2012
Area Approval By :	Snider, Douglas	Date :	03/06/2012
District Approval By :	Thompson, Kristen	Date :	03/13/2012

## Prospectus

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	14,260	1,905	1,624	3,535
Grand Fir	1,434	224	181	408
Western Hemlock	763	55	43	105
Western red-cedar	37	2	1	4

All Species						
Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
2,312	16,494	140	11.9	2,277	58,226	39

Merch	Cull	Total	Logs per	Net	Gross	Recovery
Logs	Logs	Logs	Tree	Volume	Volume	
58,226	826	59,052	3.6	2,186	2,312	95 %

## Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,986	14,260	139	11.9	1,979	51,609	38

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
 51,609	117	51,726	3.6	1,905	1,986	96 %

## Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		35		35
2		10		10
3		32		32
4		23		23
5		22		22
6		25		25
Totals :		147		147

#### Exhibit B

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Sale Totals	2,186		

#### Sale Totals (16' MBF)

## Unit Details (16' MB)

Unit 1	35 Acres	Value per Acre : \$0.00		
Species	Net Volume	Bid Price	Species Value	
Douglas-fir	347			
Grand Fir	94			
Unit Totals	441			

Unit 2 10 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	113		
Grand Fir	20		
Western Hemlock	6		
Unit Totals	139		

Roseburg Deep Six DM Reoffer OR10-TS12-05

Unit 3	32 Acres	Value per	Acre : \$0.00
Species	Net Volume	Bid Price	Species Value
Douglas-fir	463		
Grand Fir	52		
Western Hemlock	8		
Western red-cedar	2		
Unit Totals	525		

Unit423 AcresValue per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	380		
Grand Fir	12		
Unit Totals	392		

Unit522 AcresValue per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	238		
Grand Fir	30		
Western Hemlock	20		
Unit Totals	288		

Unit 6

Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	364		
Grand Fir	16		
Western Hemlock	21		
Unit Totals	401		

25 Acres

Roseburg Deep Six DM Reoffer OR10-TS12-05

# Volume Summary

Sal	o Volun	ne Totals
Dar	c voiun	uc rotais

147 <b>A</b>	cres		0 Reg	gen	14	7 Partial		0 R/V	V	6 U	Jnits	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	14,260	51,609	117	1,905	1,979	1,986	1,624	1,685	1,691	3,535	3,678	3,690
Grand Fir	1,434	4,910	272	224	235	245	181	190	198	408	429	448
Westem Hemlock	763	1,646	434	55	61	79	43	48	62	105	117	150
Westem red-cedar	37	61	3	2	2	2	1	1	2	4	4	4
Totals	16,494	58,226	826	2,186	<b>2,2</b> 77	2,312	1,849	1,924	1,953	4,052	4,228	4,292

#### Unit Totals

Unit: 1	35 Acres		0 Regen		35 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	2,635	9,402	21	361	360	347	
Grand Fir	566	1,957	145	104	98	94	
Unit Totals	3,201	11,359	166	465	458	441	

Unit: 2	10 Acres		0 Reger	E	10 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	659	3,079	7	119	118	113	
Grand Fir	143	446	26	22	21	20	
Western Hemlock	91	170	62	10	7	6	
Unit Totals	893	3,695	95	151	146	139	

Unit: 3	32 Acres		0 Regen	ŧ.	32 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	3,399	12,543	29	482	480	463	
Grand Fir	363	1,275	48	57	55	52	
Western Hemlock	103	210	78	12	9	8	
Western red-cedar	37	61	3	2	2	2	
Unit Totals	3,902	14,089	158	553	546	525	

Unit : 4	23 Acres		0 Reger	1	23 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,868	10,299	23	396	395	380

Roseburg Deep Six DM Reoffer OR10-TS12-05

БС	BUREAU OF LAND MANAGEMENT							
Grand Fir	85	284	11	12	12	12		
Unit Totals	2,953	10,583	34	408	407	392		

Unit: 5	22 Acres		0 Regen	i -	22 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	2,074	6,430	15	249	248	238	
Grand Fir	145	572	13	33	32	30	
Western Hemlock	298	620	165	29	22	20	
Unit Totals	2,517	7,622	193	311	302	288	

Unit : 6	25 Acres		0 Regen		25 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	2,625	9,856	22	379	378	364	
Western Hemlock	271	646	129	28	23	21	
Grand Fir	132	376	29	17	17	16	
Unit Totals	3,028	10,878	180	424	418	401	

## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Stump to Truck Costs

## Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$ 450,353.10	2,186	\$ 206.02

Detail

## Yarding & Loading

Yarding System		Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40		MBF	1,371	\$ 201.58	\$ 276,366.18
Short Twr<40		MBF	302	\$ 302.38	\$ 91,318.76
Wheel Skidder		MBF	604	\$ 123.54	\$ 74,618.16
	Subtotal				\$ 442,303.10

#### Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Lift Trees	Trees	39	\$ 150.00	\$ 5,850.00
In Supporst	Trees	5	\$ 250.00	\$ 1,250.00
Subtotal				\$ 7,100.00

#### Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	2	\$475.00	\$ 950.00
Subtotal			\$ 950.00

## Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out
Allowances Costs	Volume	Volume *	Cost
\$12,325.00	2,186	\$5.64	\$0.00

#### Equipment Cleaning

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Yarder	\$ 330.00	\$ 0.15	N	\$ 0.00
Shovel	\$ 495.00	\$ 0.23	N	\$ 0.00
Wheel Skidder	\$ 165.00	\$ 0.08	N	\$ 0.00
Subtotal	\$ 990.00	\$ 0.45		\$ 0.00

#### Misc

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Sub-Soiling W/Excavator	\$ 2,070.00	\$ 0.95		\$ 0.00
Additional Move In/Out	\$ 475.00	\$ 0.22		\$ 0.00
Equip Cleaning Excavator	\$ 165.00	\$ 0.08	N	\$ 0.00
Subtotal	\$ 2,710.00	\$ 1.24		\$ 0.00

## Slash Disposal

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Landings-All (clean-up, covering, piling, burning)	\$ 6,875.00	\$ 3.15	N	\$ 0.00
Hand Piling (covering, piling, burning)	\$ 1,750.00	\$ 0.80	N	\$ 0.00
Subtotal	\$ 8,625.00	\$ 3.95		\$ 0.00

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

## **Consolidated Comments**

General				
Yarding & Loading				
-\$4.00/gal fuel costs and 4,500 bf/load used for Cable (Short Twr<40) and Wheel Skidder logging cost calculations.				
-Frist yarder is for Units 3,4,6 at 3 loads a day.				
-Second yarder is for Unit 5 at 2 loads a day.				
-Wheel skidder is for Units 1 & 2 at 5 loads a day.				
-Intermediate supports and lift trees are based on the curisers logging plan estimate.				
-Additional Move-In is because of seasonal restrictions.				
Road Costs				
-BLM Maintenance \$2,569.59				
-BLM Rockwear Fee \$1,860.65				
-Purchaser Maintenance Credit \$2,510.14				
(see Engineering Appraisal for details).				
Transportation				
-Utilization Center Dillard, Oregon 29 Miles One Way and 101 Round Trip Minutes				
-Log Truck Loads = 2277 GM /4.5 MBF/Ld = 506 loads. RTM=(101 Min/Ld + 60				
$ Min Delay time)/60 Min/Hr = 2.68 hrs/Ld x 506 total loads = 1356 total hrs \\ 1356 hrs. X $75.00/Hr = $101,700.00 Trucking Cost. $				
(see Transportation appendix for details).				
Other Allowances				
-Slash Disposal: Machine Pile and Cover Landings, BLM will burn.				
Hand Piling 3 Acres minus .5 acs. for landings = 2.5 ac X \$700.00/ac = \$1,750.00				
-Equipment Cleaning:				
Cable Side; 1 Yarder & 1 Loader @ 3hrs./piece x \$55.00/hr. x 2 seasons = \$660.00				
Ground Base Side; 1Wheeled Skidder & 1Loader @ 3hrs./piece x \$55.00/hr. x 1 season = \$330.00				
-Sub-Soiling With Excavator:				
Total work = 1.51 Miles /.75 miles/day excavator production = 2.01 Rounded to 2 Day's @ 9 hrs/day =18 hrs of work. 18 hrs. X \$115.00/				
hr = \$ 2,070.00				
Move In/out: Excavator 5hrs X \$ 95.00 = \$ 475.00				
Equipment Cleaning Excavator @ 3hrs. X \$55.00/hr. = \$165.00				
Subsoiling on the 29-9-1.0 Rd is included in the road construction appraisal.				
Prospectus				

Additonal Risk 3% for seasonal restrictions.

**United States Department of the Interior** 

BUREAU OF LAND MANAGEMENT Roseburg District Office

## **ROAD CONSTRUCTION SPECIFICATIONS**

Deep Six Density Management Reoffer

EXHIBIT C

(Revised July 1996)

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 2 of 14

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

ROAD SPECIFICATIONS

T. 29 S, R. 9 W. Section 1 and 11

## Willamette Meridian

**Douglas County Oregon** 

## <u>INDEX</u>

- 100 GENERAL
- 200 CLEARING AND GRUBBING
- 500 RENOVATION OF EXISTING ROADS
- 1000 AGGREGATE BASE COURSE (CRUSHED ROCK)
- 1700 EROSION CONTROL
- 2100 ROADSIDE BRUSHING

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 3 of 14

## GENERAL - 100

## 101 - Prework Conferences:

A prework conference will be held prior to the start of new construction, improvements, reconstruction, quarry development, surfacing and mulching operations. The Purchaser shall request the conference at least 48 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representatives, subcontractors and/or his or their representatives and the Authorized Officer and/or his representatives.

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

## 102 - Definitions:

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

ACI - American Concrete Institute

<u>ASTM</u> - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

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

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 4 of 14

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

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

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

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

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

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

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

Road Centerline - Longitudinal center of roadbed.

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 5 of 14

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

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

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

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

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

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

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

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

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

Geotextile Definitions:

<u>Abrasion Resistance</u> - The ability of a fabric surface to resist wear by friction.

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

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

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

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 6 of 14

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Unaged Cloth</u> - Cloth in condition received from the manufacturer or distributor.

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

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102a - Tests Used in These Specifications:

## AASHTO T 11

Quantity of rock finer than No. 200 sieve.

## AASHTO T 27

Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.

## AASHTO T 89

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

## AASHTO T 90

Plastic limits and plasticity index of soil.

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

## AASHTO T 96

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

## AASHTO T 99

Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 19.00mm 3/4 inches sieve. 56 blows/layer & 5 layers.

## AASHTO T 176

Shows relative portions of fine dust or claylike materials in soil or graded aggregate.

## AASHTO T 180

(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.

#### AASHTO T 191

Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.

#### AASHTO T 205

Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.

## AASHTO T 210

Durability of aggregates based on resistance to produce fines.

## AASHTO T 224

Correction for coarse particles in the soil.

## AASHTO T 238

Determination of density of soil and soil aggregates in place by nuclear methods.

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 8 of 14

## AASHTO T 248

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

<u>DES. E-12</u> Determination of relative density of cohesionless soils.

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

- 103 Compaction equipment shall meet the following requirements:
- 103a <u>Padded Drum (Tamping) Rollers</u>. The unit shall consist of a drum with pads, be either self propelled or towed by a tractor, and capable of operating at a speed of 6 mph. The drum shall be not less than 48 inches in diameter over the pads, and not less than 60 inches in width. The pads shall have a minimum height of 3 inches, and a face area of not less than 14 square inches. The weight at drum shall be no less than 8,000 lb.
- 103b <u>(Sheepfoot)(Tamping) rollers</u>. A tamping roller unit shall consist of two watertight metal drums mounted in frames in such manner as to be fully oscillating, together with a tractor having sufficient weight and power under actual working conditions to pull the roller drums at a maximum speed of 3 miles per hour. The drums shall be not less than 60 inches in diameter and not less than 54 inches in length, measured at the drum's surface, and shall be studded with tamping feet projecting not less than 7 inches from the face of the drums.

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

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

- 103c <u>Smooth-wheel power rollers</u>. Smooth-wheel power rollers shall either be of the 3-wheel type, weighing not less than 10 tons, or of the tandem type, 2-wheel or 3-wheel, weighing not less than 8 tons. Smooth-wheel roller shall provide compression of 325 pounds per linear inch of width of rear wheels or drum.
- 103d <u>Pneumatic-tired rollers</u>. Pneumatic-tired rollers shall be of the double-axle type equipped with pneumatic tires each of equal size and type. The spacing between the sidewalls of adjacent tires shall not exceed 5 inches and the rear tires shall be

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 9 of 14

staggered in relation to the front tires. The rolling width of the unit shall be not less than 60 inches, exclusive of the power unit. The roller shall be so constructed that the contact pressure is uniformly distributed on all of the tires, and the tires shall be inflated to maintain the air pressure in the several tires within a total tolerance of 5 pounds per square inch. The roller shall be so constructed that the total weight shall be between 1,000 and 2,000 pounds per tire. The actual operating weight of the rollers shall be as ordered by the Authorized Officer.

Each pneumatic-tired roller shall be drawn by equipment having sufficient power and weight under normal working condition to pull the roller at a minimum speed of 5 miles per hour, or it may be self-propelled to obtain a minimum speed of 5 miles per hour.

- 103e <u>Grid roller</u>. A grid roller shall consist of two or more cylindrical drums independently mounted on a common shaft in a rigid frame. Each drum shall have a minimum outside diameter of 5 feet and a minimum width of 2 feet 6 inches. The overall width of the roller exclusive of frame shall be not less than 5 feet 6 inches of which not more than 6 inches shall be used for center spacing between two roller drums. The face of the drums shall have the appearance of woven open-mesh made by interlacing bars of not less than 1-1/4 inches nor more than 1-3/4 inches diameter space spaced on 4-1/2 inches to 5-1/2 inches center. Net opening between the bars shall be not less than 3 inches nor more than 4 inches. The roller shall be so constructed that counterweights can be used to adjust the gross weight of the roller to not less than 30,000 pounds. The grid roller shall be drawn by a power unit capable of propelling the fully loaded roller through 6 inches of loose embankment material at a speed of at least 4 miles per hour.
- 103f <u>Vibratory roller</u>. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 1.0 mile to 2.0 miles per hour, as directed by the Authorized Officer.

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

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

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## CLEARING AND GRUBBING - 200

- 201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 201a This work shall also consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions from borrow pits, quarries, channel changes, stockpile sites, etc., in accordance with these specifications.
- 202 Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.
- 203 Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsections 202.
- 203a Brush less than 2 feet in height need not be cut within the limits established for clearing.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing, unless otherwise authorized.
- 204 Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a and 204c between the top of the cut slope and the toe of the fill slope.
- 204a Stumps, including those overhanging cut banks, shall be removed within the required excavation limits.
- 205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- 210 Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer.
- 212 No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 11 of 14

## **RENOVATION OF EXISTING ROADS - 500**

- 501 This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications as shown on the plans and as marked on the ground with stakes or metal tags.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications and as marked on the ground with stakes or metal tags.
- 502 The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground.
- 502a Rocks larger than 4 inches in maximum dimension shall be removed from the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.
- 504 Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections, 103f and 103h.
- 504a Minimum compaction required on existing rock surfaces shall be a minimum of 3 complete passes or until visual displacement ceases.
- 504b Minimum compaction required on existing native surfaces shall be a minimum of 6 complete passes or until visual displacement ceases.
- 506 The inlet end of existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.

## AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- 1001- This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on approved roadbeds and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road.
- 1002a- Crushed rock materials may be obtained from a commercial source selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.
- 1003- Crushed rock material produced from gravel shall have 2 manufactured fractured faces on 65 percent, by weight, of the material retained on the No. 4 sieve

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 12 of 14

1004- Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

		<u>GREGA</u> RUSHEI y Weigh (AASH	<u>D ROC</u> nt Pass	<u>SE CO</u> <u>K MATE</u> ing Squ	<u>ERIAL</u> are Mes	h Sieve	es
Sieve Designation	А	в	С	П	F	G	н
4-inch	<u>_</u> A_	<u> </u>	<u> </u>	100	<u> </u>	<u> </u>	
3-inch	- 100	-	- 100	100	- 100	-	-
2-inch	90-95	100	-	100	65-95	100	100
1-1/2-inch	-	90-95	_	-	-	-	-
1-inch	45-75	50-90	_	_	_	50-85	60-90
3/4-inch	-	-	_	_	28-70	-	-
1/2-inch	-	-	_	_	-	27-60	44-70
3/8-inch	_	_	-	_	-	-	-
No. 4	15-45	15-50	-	_	10-35	15-40	28-50
No. 8	-	-	-	-	-	-	20-41
No. 10	-	-	-	-	-	-	-
No. 30	-	-	-	-	5-22	8-26	9-26
No. 40	5-25	5-25	-	-	-	-	-
No. 200	2-15	2-15	-	-	3-10	3-12	3-12

- 1005- Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.
- 1006- Crushed rock material shall show durability value of not less than 35, as determined by AASHTO T 210.
- 1006a- Crushed rock material shall show a loss of not more than 20 percent by weight when immersed in DMSO, dimethyl sulfoxide, for five days, in accordance with Federal Highway Administration's Region 10 Accelerated Weathering Test Procedure.
- 1016 Landing rock allotment of 300 cubic yards load ticket measure of Gradation 1004F crushed rock material shall be used on landings as directed by the Authorized Officer. This work is not required prior to road acceptance under Section 18 of this contract.

## **EROSION CONTROL - 1700**

1701 - This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 13 of 14

1708a- Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway by water barring, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

## **ROADSIDE BRUSHING - 2100**

- 2101 This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self powered, self-propelled equipment or manually with hand tools, including chain saws.
- 2103 Vegetation cut manually or mechanically less than 6 inches in diameter when measured 6 inches above the ground shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 2 inch area will be severed from the trunk.

Vegetation shall be cut and removed from the road bed between the outside shoulder and the ditch centerline and such vegetation shall be cut to a maximum height of 1 foot above the ground and running surface. Limbs below the 1 foot area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.

- 2104 Trees in excess of 6 inches in diameter when measured 6 inches above the ground line shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height shall be cut within these areas. Due to variations in curvature, the Authorized Officer may direct a chord or middle ordinate distance of something less.
- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.

EXHIBIT C OR10-TS12-05 Deep Six DM Reoffer Sheet 14 of 14

- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 feet in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by Authorized Officer.
- 2113 Roadside brushing shall be accomplished as shown on the plans.
- 2116 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2117 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ROSEBURG DISTRICT TIMBER SALE EXHIBIT C

CONTRACT NAME: DEEP SIX DENSITY MANAGEMENT REOFFER CONTRACT NO: OR10-TS12-05

BASE COURSE ROAD DIMENSIONS TYP. ROAD SURFACE COURSE SHEET STA/MP TO STA/MP ROAD NUMBER CONST. RENOV. IMPROVE. DEPTH TYPE DEPTH TYPE A B С SECTION NO. 0+00 - 7+50 29-9-1.0 X 14' EXISTING 4

	INDEX OF SHEETS
SHEET	DESCRIPTION
1	ROAD SUMMARY
2	TYPICAL SECTIONS
3	VICINITY MAP
4	RENOVATION NOTES
5	BRUSHING DETAIL

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EXTRA WIDTH IN FEET 1 2 3 4 5 CURVE WIDENING TABLE FOR NON-DESIGN ROADS OR AS SHOWN ON PLANS. MAX 75° CURVE OR AS SHOWN ON PLANS.

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## NOTES:

- Backslope to match existing backslope unless otherwise specified.
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- 2. 1 foot depth on all ditches; depth measured from top of road surface to lowest point of ditch.

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# ROAD RENOVATION

#### Notes:

- 1. All roads shall be renovated in accordance with attached specifications and the work items listed below. Renovation may include roadside brushing, installing culverts and splash pads, blading, shaping, cleaning ditches, removing slide material, and cleaning existing drainage structures. Features to construct are so noted. Existing features are noted at approximate station in the notes below. Place 20 cy of 1204C crushed rock at each culvert installation for surface replacement. The Purchaser shall dispose of all culvert pipe removed as a part of the work described in this contract at a legal site off of BLM land.
- 2. All renovation and construction shall be done and approved prior to any hauling activity.
- 3. Existing turnouts, on roads to be renovated, shall be surfaced to the same standard as newly constructed turnouts.
- 4. Back slopes shall be cut to match existing unless otherwise specified.
- 5. All work shall be performed according to OSHA safety requirements.

#### STATION DESCRIPTION

29-9-1.0

- BEGIN RENOVATION AT THE JUNCTION OF THE 29-9-1.0 AND 28-8-31.2 0+00 BEGIN CLEARING, GRUBBING, BRUSHING AND BLADING
- 7+50 CONSTRUCT WATERBAR, DITCHOUT LEFT END RENOVATION

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- 1. ALL AREAS WITHIN THE VARIABLE DISTANCE SHALL BE CLEARED OF VEGETATION.
- 2. ALL AREAS WITHIN THE VARIABLE DISTANCE SHALL BE FREE OF ALL OVERHANGING LIMBS AND BRANCHES WITHIN 14 FEET ELEVATION ABOVE RUNNING SURFACE.



