PROSPECTUS

SBA SET-ASIDE SALE Sale Date: February 14, 2017

(1) Roseburg Sale No.: 2017.0002 Sale Name: Yellow Medicine

Douglas County, Oregon: O&C: Oral Auction Bid Deposit Required: \$24,800.00

All timber designated for cutting on:

Lots 3, 4, 5 and 12

Sec. 29, T. 25 S., R. 3 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
2,269	880	Douglas-fir	1,135	\$217.20	\$246,522.00
42	4	Grand Fir	5	\$95.00	\$475.00
4	3	Western Hemlock	3	\$191.80	\$575.40
2,315	887		1,143		\$247,572.40

<u>THE VOLUMES LISTED</u> herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

<u>APPRAISED PRICES</u> are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

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 up to and including 28 in. D.B.H.O.B., have 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 Douglas-fir 30 in. D.B.H.O.B. and larger, and all other species have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 20.7 in. D.B.H.O.B., the average log contains 109 bd. ft., the total gross volume is approximately 1143 M bd. ft., and 95% recovery is expected.

<u>CUTTING AREA</u>: An area of approximately 42 acres in 1 unit is to be regeneration harvested.

TIMBER ACREAGE:

Area 1: 42 acres

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

<u>DIRECTIONS TO SALE AREA</u>: From Roseburg, take I-5 north to Exit 136 in Sutherlin. Turn right onto Central Avenue, which becomes Nonpareil Road (County 19), and proceed east approximately 12 miles to the intersection with Road 25-4-2.0 (Gassy Creek Road) and follow the Exhibit D map into the sale area.

<u>ROAD MAINTENANCE</u>: Rockwear and maintenance fees totaling \$10,831.59 will be required to be paid to the BLM.

<u>ROAD CONSTRUCTION</u>: Estimates include the following: renovate 60+60 stations, and decommission 40+95 stations of road. Additional information is available in Exhibit C and Exhibit D of the Timber Sale Contract.

<u>DURATION OF CONTRACT</u> will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; road construction, renovation, maintenance, and use; environmental protection; fire prevention; slash disposal; log exports; SBA set-aside regulations; and safety. 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:

- 1. 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 to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), 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 or management direction established in the ROD and RMP.
- 2. Seasonal restrictions on operations apply to this sale regarding mechanized cutting and ground-based logging operations, use of native surfaced roads, road work, subsoiling and machine piling. Refer to Sections 42(A)(5)(b), 42(A)(6)(b), 42(A)(8), 42(B)(2), 42(C)(4)(d) and 42(F)(1)(e)(4) for details. A "seasonal restriction matrix" is included with this prospectus to serve as a guide in planning and scheduling operations.
- 3. Slash disposal requirements consist of the following:
 - hand pile, cover and burn slash along designated roads (approximately 1 acre);
 - machine pile, cover and burn slash within a fifty (50) foot radius of landings (approximately 35 landings);
 - machine pile, cover and burn slash along designated roads (approximately 3 acres).

The Purchaser will have the option to assist in burning or to make a contribution to the Bureau of Land Management in lieu thereof. Refer to Sections 42(F), 42(G), and Exhibit E for details.

- 4. As appraised, approximately 74% (31 acres) of the sale area is available for wet season operations. Wet season operations may be maximized at the Purchaser's expense by:
 - Cable yarding portions of Harvest Area 1 to the existing rocked roads approved for wet season operations, instead of ground-based yarding (approximately 11 additional acres);
 - In order to maximize wet season operations, the Authorized Officer must approve the logging plan and a contract modification may be required.
- 5. Simultaneous use of Road 25-4-12.1 where it passes through the contract area has been authorized pursuant to the Green Gas timber sale in T. 25 S., R. 4 W., Section 33. The majority of the hauling is expected to be completed by March of 2017 and should not seriously interfere with the operations of the Purchaser.

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.

<u>Section 41.</u> TIMBER RESERVED FROM CUTTING -The following timber in the Contract Area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (a) All timber on the Reserve Areas as shown on Exhibit A.
- (b) All retention trees marked with <u>yellow</u> paint above and below stump height within the cutting areas and all <u>yellow</u> painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (c) All existing downed trees at the time of the timber cruise in the Harvest Areas shown on Exhibit A. Reserved existing downed trees may be bucked to facilitate yarding.
- (d) All snags in the Harvest Areas as shown on Exhibit A. Snags which pose a hazard to operations may be felled with the approval of the Authorized Officer.

<u>Section 42</u>. The Purchaser shall comply with the special provisions which are attached hereto and made apart hereof, unless otherwise authorized in writing by the Authorized Officer.

Section 42(A) 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 day 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.
- Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer 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 within one hundred (100) feet of the Reserve Areas shall be felled and yarded away from these areas.
- (4) No cable yarding, ground based yarding or log loading is permitted in or through the Reserve Areas as shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- (5) In the Harvest Area shown on Exhibit A, all trees designated for cutting shall be manually felled, unless otherwise approved by the Authorized Officer. Portions of the Harvest Area may be felled mechanically using a feller-processor or feller-buncher with the approval of the Authorized Officer and in accordance with the following specifications:
 - (a) Mechanized felling operations shall generally be limited to slopes of thirty-five (35) percent or less.
 - (b) Mechanized felling operations are subject to seasonal operating restrictions as described in Section 42(A)(6)(b) of this contract.
 - (c) The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boommounted felling heads may be approved. The purpose-built carrier may be of the articulated, rubber-tired design or the zero tail swing, leveling, track-mounted design.
- (6) In the portions of Harvest Area 1 designated for ground-based yarding as shown on Exhibit A (approximately 11 acres):
 - (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 1 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.
 - 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 cut-to-length 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 the potential for 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 slash-covered areas traversed by the harvester. Forwarder trails shall be perpendicular to hill-slope contour lines as much as possible. Forwarder trails shall be located such that there are two harvester trails between forwarder trails, resulting in a spacing of at least one hundred (100) feet between forwarder trails.

- (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.
- (7) In the portions of Harvest Area 1 designated for cable yarding as shown on Exhibit A:
 - (a) Yarding shall be done with a cable skyline system utilizing a mechanical slack-pulling carriage capable of maintaining a fixed position on the skyline while lateral yarding and having a lateral capability of seventy-five (75) feet. The carriage must not move during in-haul. The system shall have the capability to yard in multi-span configuration.
 - (b) The leading end of all logs shall be suspended free of the ground during yarding. Lift trees and/or intermediate support trees shall be employed where necessary to meet this requirement.
 - (c) All logs shall be yarded away from or parallel to streams as shown on Exhibit A.
 - (d) 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.
 - (e) Minor and incidental ground-based yarding may be permitted for purposes approved, and in locations designated by, the Authorized Officer. Approved purposes may include removal of guy-line anchor trees and trees near landings. Equipment used for minor and incidental ground-based yarding shall be approved by the Authorized Officer. Minor and incidental ground-based yarding is subject to seasonal restrictions as described in Section 42(A)(6)(b) of this contract.
- (8) No logging activity or log hauling shall be conducted on unsurfaced roads between October 15 of one calendar year and May 15 of the following calendar year (wet season), both days inclusive, unless otherwise approved by the Authorized Officer.
- (9) For a distance of fifty (50) feet from the perimeter of each landing designated by the Authorized Officer, 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. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked at the above described location.

Section 42(B) Road Construction, Maintenance & Use:

(1) Purchaser shall renovate: Road 25-3-29.1 Segment A1 (portion); Road 25-3-29.2 Segment A (portion); Road 25-3-29.6 Segment A; Road 25-3-29.9 Segment A; and Road 25-3-29.17 Segment A (portion). Any required renovation shall be completed in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

Any required renovation of structures and roads shall be completed prior to the removal of any timber, except right-of-way timber, over that road.

- (2) No road renovation shall be conducted between October 15 of one calendar year and May 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.
- (3) Upon completion of logging operations, the following roads and spurs shall be decommissioned in strict accordance with the plans and specifications shown on Exhibit D, which is attached hereto and made a part hereof: Road 25-3-29.6 from station 0+00 to station 5+50 and Road 25-3-29.9 from station 0+00 to station 35+45.
- (4) 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 42(B)(5). Any road listed on Exhibit D and requiring construction or renovation in Exhibit C of this contract shall be maintained by the Purchaser until receiving written acceptance of the construction 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.
- (5) The Purchaser shall pay the Government a rockwear and maintenance obligation in the amount of Ten Thousand Eight Hundred Thirty One and 59/100 dollars (\$10,831.59) for the transportation of timber included in the contract price over roads listed on the Exhibit D. The above road rockwear and maintenance amount is for use of seven and nine-tenths (7.9) 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.
- (6) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D of this contract.
- (7) 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 42(C) Environmental Protection:

- (1) In addition to the requirements set forth in Section 26 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 requirements set forth in Section 26 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks,

prior to initial move-in, to minimize the likelihood of spreading noxious weeds and non-native plant species 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 requirements set forth in Section 26 of this contract, the Purchaser shall winterize all native surfaced roads used under Section 42(B)(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 native surfaced roads or portions thereof for more than a single operating season; or, circumstances require that the roads or portions thereof overwinter before decommissioning.
 - (b) Winterizing shall consist of water-barring, blocking and mulching to the satisfaction of the Authorized Officer.
 - (c) Winterizing shall take place prior to the end of the operating season as described in Section 42(A)(8) of this contract, or as directed by the Authorized Officer.
- (4) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of logging operations, perform subsoiling operations on approximately fivetenths (0.5) miles of landings, main skid trails and associated compacted areas such as turnouts, truck turnarounds and log decking areas in Harvest Area 1 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 begins.
 - (b) The compacted surfaces 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 levels of this material are available. Waterbars shall be constructed concurrently with subsoiling operations on grades steeper than ten (10) percent, as directed by the Authorized Officer.
 - (d) Subsoiling shall occur during the same dry season as ground-based harvesting as described in Section 42(A)(6)(b), 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 eighty (80) percent of the compacted soil profile shall be shattered. No more than fifty (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 thirty-five (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 prevent incidental take of northern spotted owls in accordance with management direction in the 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;
 - (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(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls 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 or management direction 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with 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 the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the Contract Area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the Contract Area.

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

Section 42(D) Miscellaneous:

The Government, at its option, may administratively check scale any portion of the timber (1) 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 Eight Hundred Fifty-seven and 25/100 dollars (\$857.25); in the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Eight Hundred Fifty-seven and 25/100 dollars (\$857.25) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser

for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the 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 Purchaser upon request.

Section 42(E) 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 42(F) Slash Disposal and Site Preparation:

- (1) <u>Fire Hazard Reduction</u>. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with state laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
 - (a) 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 the Purchaser's operations under the terms of this contract.
 - (b) Landings shall be piled and covered within thirty (30) days of the completion of yarding from each landing.
 - (c) Covering of slash piles shall be done concurrently with piling operations. The covers shall be firmly fixed to each pile.
 - (d) Finished piles shall be tight and free of earth.
 - (e) Machine pile and cover all slash within fifty (50) feet of all landings and designated roads (approximately 35 landings and 3 acres), as shown on Exhibit E, which is attached hereto and made a part hereof, and as directed by the Authorized Officer in accordance with the following specifications:
 - (1) Machine piles shall be capped with a ten (10) foot by ten (10) foot cover of four (4) mil black plastic to maintain a dry ignition point.
 - (2) Machine piles shall be located away from unit boundaries, retention trees, snags, downed logs and stumps.
 - (3) Off-road machine piling operations shall generally be limited to slopes of fifty (50) percent or less; when operating on slopes between thirty-five (35) and fifty (50) percent, equipment shall be required to travel straight up and down the slope, thereby minimizing soil displacement associated with side-hill travel.

- (4) Off-road machine piling operations are subject to seasonal operating restrictions as described in Section 42(A)(6)(b) of this contract.
- (5) Equipment used for off-road machine piling shall be approved by the Authorized Officer prior to the start of operations; only small or medium-sized excavators (track-hoes) may be approved.
- (6) Off-road machine piling and covering shall be completed the first dry season (July 15 October 1) following the completion of logging operations in each harvest area.
- (f) <u>Hand pile and cover</u> all slash within fifty (50) feet of <u>designated roads</u> (approximately 1 acre), as shown on Exhibit E, and as directed by the Authorized Officer in accordance with the following specifications:
 - (1) All slash more than two (2) feet long and between one (1) and six (6) inches in diameter at the large end shall be hand piled and covered.
 - (2) Piles shall be located away from unit boundaries, retention trees, snags, downed logs and stumps.
 - (3) 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. Piles shall be stacked in a manner directed by the Authorized Officer.
 - (4) Covering shall be done concurrently with piling. A minimum of fifty (50) percent of each pile shall be covered using four (4) mil black plastic to maintain a dry ignition point. The covers shall be firmly fixed to each pile as determined by the Authorized Officer.
 - (5) Hand piling and covering shall begin within thirty (30) days and shall be completed no later than ninety (90) days following the completion of logging operations in each harvest area.
- (2) Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by the Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:

For igniting and burning machine and hand piles in the Harvest Area, the Purchaser shall provide one (1) eight (8) person hand crew including a designated crew foreman. The crew shall be equipped with fuel, ten (10) drip torches or propane burners, four (4) fire shovels, four (4) pulaskis, one (1) power saw and enough radios to facilitate inter-crew communications. All crew members must have a current qualification card for FFT2 or higher. All qualifications are

defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated above.

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area with the following personal safety equipment: lug-soled leather boots with minimum eight (8) inch uppers that provide ankle support; an approved hardhat; leather gloves; long pants and a long sleeve shirt made of approved aramid fabric (Nomex or equivalent); and an approved fire shelter.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment. In addition, all listed personnel directly involved in burning operations shall be certified Fire Fighters qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System guide, PMS 310-1 and provide documentation. The work leaders must be fluent in English and be able to effectively speak to all crew members under their direction. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

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

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

Section 42(G) Optional Contributions:

(1) The Purchaser shall assist in burning as described in Section 42(F)(2). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of One Thousand Two Hundred Seventy-seven and 19/100 dollars (\$1,277.19) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in these subsections. The amount of the contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer of his intention to make this contribution upon execution of this contract.

Section 42(H) Log Exports:

All timber sold to the Purchaser under the terms of this contract, except exempted species, is (1) 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 endproduct 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 the 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 Authorized 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.

Section 42(I) Small Business Administration (SBA) Set Aside:

(1) The Purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The Purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the Purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

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

Section 42(J) Safety:

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

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

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

U.S. Department of the Interior Bureau of Land Management

Seasonal Restriction Matrix Sheet 1 of 1

Yellow Medicine Contract # ORR04-TS-2017.0002

Note: This matrix is provided to serve prospective purchasers as a guide only; refer to the timber sale contract Special Provisions for a complete statement of the seasonal operating restrictions.

Seasonal Restrictions are cross-hatched.

Harvest		J	an	F	eb	N	/lar	A	\pr	M	ay	J	un	,	Jul		Au	g	S	ер	(Oct	١	lov	D)ес
Area	Activity	1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	5	16	1	15	1	15	1	15	1	15
	Road renovation ¹			100																						
	Timber cutting – hand falling																									
	Timber cutting – mechanized ²																									
Unit 1	Ground-based yarding ²																									
	Cable yarding on surfaced roads																									
	Loading or hauling on surfaced roads																									
	Sub-soiling ²																									
	Off-road machine piling ²																									

Wet season restriction applying to use of unsurfaced (or limited strength) roads and all road construction/renovation and sub-soiling from October 15 – May 15 may be shortened or extended depending on weather conditions.

² Wet season restriction applying to mechanized cutting, ground-based yarding, off-road machine piling and sub-soiling from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0113
Expires: July 31 1992

	OMB NO. 1004-0113
	Expires: July 31, 1992
Tract Number	

X	ΤI
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IMBER*

VEGETATIVE RESOURCE (Other Than Timber)

Yellow Medicine Sale Notice (dated)

(1) 2017.0002

January 17, 2017 (sale date 02/14/17)

BLM District

Sale Name

LUMP SUM SALE

DEPOSIT AND BID FOR

	Roseburg				
Sealed Bid for Sealed Bid Sale	Written Bid for Oral Auction Sale				
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resorted the tract specified above.					
Required bid deposited is \$ 24,800.00 and is enclosed in for for	form of cash money order bank draft				
cashier's check certified check bid bond of corpo	orate surety on approved list of the United States Treasury				
guaranteed remittance approved by the authorized officer.					
IT IS AGREED That the bid deposit shall be retained by the Unit	ted States as liquidated damages if the bid is accepted and the undersigned				

fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - LUMP SUM SALE

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

	1,012.				ns in completing the						
	1	BID SUBMITTE	D (E	ist. Volume l	MBF 16' Log)	ORAL BID MADE					
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT	PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE				
Douglas-fir	MBF	1,135	х	=		x	_ =				
Grand Fir	MBF	5	X	=		x	=				
Western Hemlock	MBF	3	x			X	=				
	MBF		х	=		X	=				
	MBF		X	=		х	=				
	MBF		х	=		x	_ =				
	MBF		х	=		х	=				
	MBF		х	=		х	_ =				
	MBF		х	=		х	_ =				
	MBF		х	=		х	_ =				
	MBF		х	=		х	_ =				
	MBF		х	=		х	=				
	MBF		х	=		х	=				
	MBF		х	=		х	=				
TOTALS	MBF	1,143	X	=		х	=				
		TOTAL PUR	RICE								

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. Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened
for tract. The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to info	(4) Legal description
This information is being collected to obtain data relevant to the operation of this till. 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.
- 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 determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- BID FORMS All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) Timber Scale Sales Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

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

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0113
Expires: July 31 1992

	OMB NO. 1004-0113
	Expires: July 31, 1992
Tract Number	

X	ΤI
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IMBER*

VEGETATIVE RESOURCE (Other Than Timber)

Yellow Medicine Sale Notice (dated)

(1) 2017.0002

January 17, 2017 (sale date 02/14/17)

BLM District

Sale Name

LUMP SUM SALE

DEPOSIT AND BID FOR

	Roseburg				
Sealed Bid for Sealed Bid Sale	Written Bid for Oral Auction Sale				
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resorted the tract specified above.					
Required bid deposited is \$ 24,800.00 and is enclosed in for for	form of cash money order bank draft				
cashier's check certified check bid bond of corpo	orate surety on approved list of the United States Treasury				
guaranteed remittance approved by the authorized officer.					
IT IS AGREED That the bid deposit shall be retained by the Unit	ted States as liquidated damages if the bid is accepted and the undersigned				

fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - LUMP SUM SALE

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

	1,012.				ns in completing the			
				st. Volume N	MBF 16' Log)	ORAL BID MADE		
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT I	PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	
Douglas-fir	MBF	1,135	х	=		х	_ =	
Grand Fir	MBF	5	x	=		X	=	
Western Hemlock	MBF	3	X			X	=	
	MBF		X	=		X	=	
	MBF		х	=		х	=	
	MBF		Х	=		х	_ =	
	MBF		Х	=		х	_ =	
	MBF		х	=		х	_ =	
	MBF		х	=		х	_ =	
	MBF		х	=		х	_ =	
	MBF		х	=		х	_ =	
	MBF		х	=		х	_ =	
	MBF		Х	=		х	_ =	
	MBF		Х	=		х	_ =	
TOTALS	MBF	1,143	X	<u> </u>		х	= <u></u>	
TOTAL PURCHASE 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. Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened
for tract. The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to info	(4) Legal description
This information is being collected to obtain data relevant to the operation of this ti This information will be used to administer our timber sale program.	•

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.
- 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 determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- BID FORMS All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) Timber Scale Sales Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

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

Township 25 South, Range 3 West, Section 29, Willamette Meridian

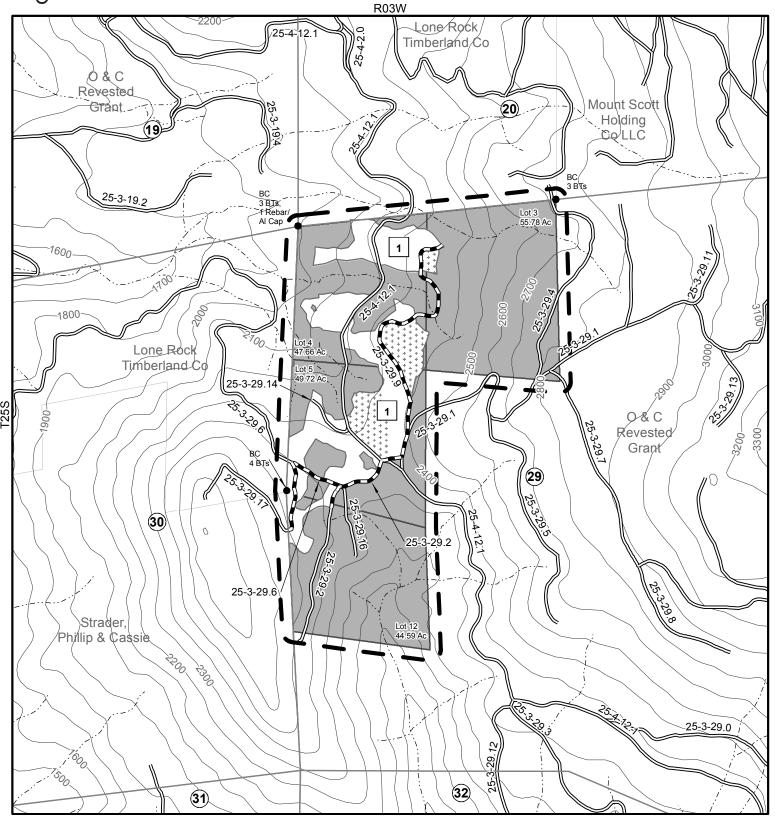
HARVEST AREA	HARVEST ACRES	HARVEST METHOD)
1	42	CABLE/GROUND	
Total	42		
HARVEST AREA		42	Acres
RESERVE AREA		155.75	Acres
TOTAL CONTRACT A	REA	197.75	Acres

- 1. Boundaries are posted with tags that read "Boundary of Timber Reserve" and trees are painted yellow.
- 2. Property lines are posted with orange and white tags that read "Timber Cutting Boundary".
- 3. Trees marked with yellow paint in all Harvest Areas and on all harvest area boundaries are reserved by the government.
- 4. Ground-based yarding is limited to dry season operations and slopes 35% or less within the ground-based area shown on Exhibit A, approximately 11 acres.

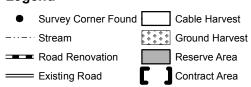
EXHIBIT A Sheet 2 of 2

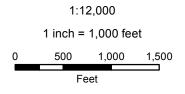
Yellow Medicine

Contract # ORR04-TS-2017.0002



Legend





Date: 11/30/2016
Roseburg District
Bureau of Land Management
777 NW Garden Valley Blvd.
Roseburg, Oregon 97471



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

Form 5450-3a (February 1986)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.

ORR04-TS-2017.0002

Yellow Medicine

EXHIBIT B / PRE-SALE

5450-3

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 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 as provided in Sec. 2, Purchaser shall be liable for total purchase price even though 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 **Exhibit A.**

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)			PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE	
Douglas Fir		1,	135.0	MBF	\$217.20	\$246,522.00
Grandfir		5.0 MBF			\$95.00	\$475.00
Western Hemlock			3.0	MBF	\$191.80	\$575.40
TOTALS			1,143.0) MBF		\$247,572.40
The apportionment of the total pure	chase price is as follows:					
<u>Unit 1</u>						
Douglas Fir	1,135.0 MBF	Χ	\$217.20) =	\$246,522.00	
Grandfir	5.0 MBF	Χ	\$95.00) =	\$475.00	
Western Hemlock	3.0 MBF	Χ	\$191.80) =	\$575.40	
Total	1143.0 Mbf				\$247,572.40	÷ 42.0 acres = \$5,894.58/Acre

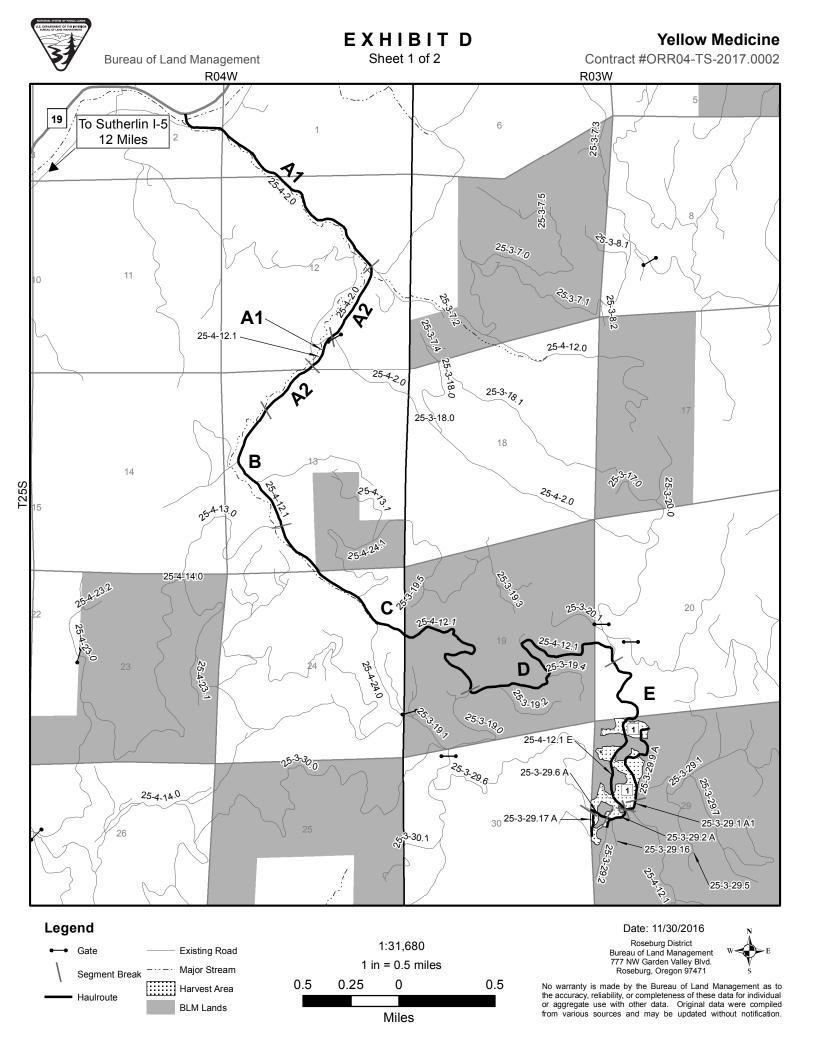
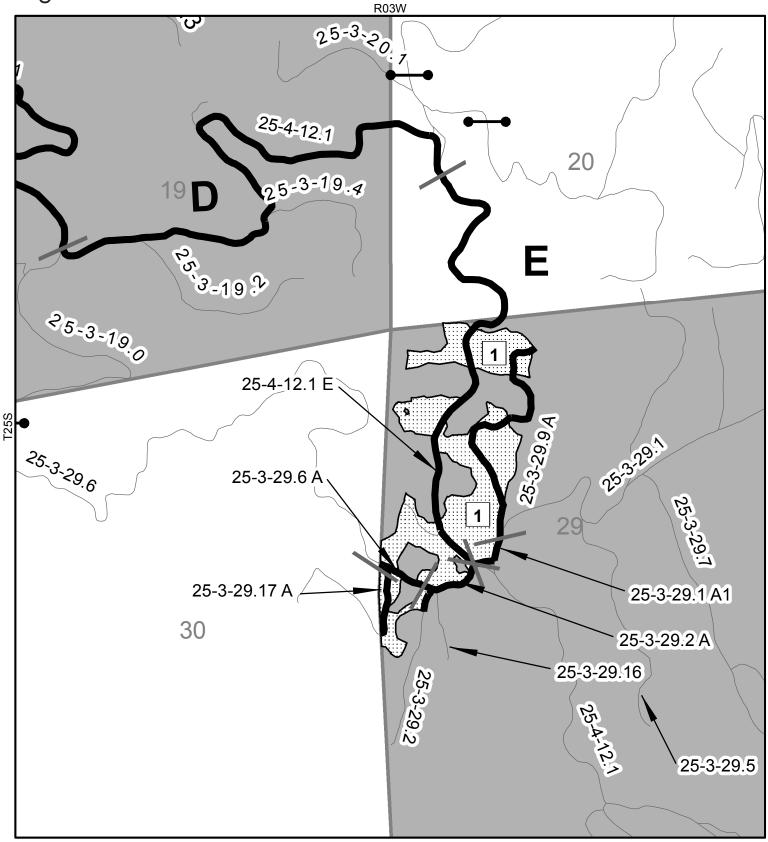
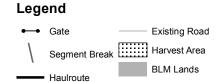


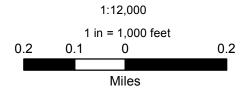
EXHIBIT D Sheet 2 of 2

Yellow Medicine

Contract #ORR04-TS-2017.0002







Date: 11/30/2016 Roseburg District Bureau of Land Management 777 NW Garden Valley Blvd. Roseburg, Oregon 97471



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

Access & Maintenance List EXHIBIT D

Yellow Medicine Contract # ORR04-TS-2017.0002

Road No.	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees	Maintained By
25-3-29.1*	A1(por)	0.08	BLM		Rock	\$0.60	Purchaser
25-3-29.2*	A(por)	0.15	BLM		Rock	\$0.60	Purchaser
25-3-29.6*	A	0.09	BLM		Rock	\$0.60	Purchaser
25-3-29.9*	А	0.54	BLM		Rock	\$0.60	Purchaser
25-3-29.17*	A(por)	0.14	BLM		Rock	\$0.60	Purchaser
25-4-12.1	A1	0.11	BLM		Rock	\$1.35	BLM
25-4-12.1	A2	0.39	BLM		Rock	\$1.35	BLM
25-4-12.1	В	0.72	BLM		Rock	\$1.35	BLM
25-4-12.1	С	1.90	BLM		Rock	\$1.35	BLM
25-4-12.1	D	1.00	BLM		Rock	\$1.35	BLM
25-4-12.1	E(por)	1.00	BLM		Rock	\$1.35	BLM
25-4-2.0	Ä1	1.36	BLM		Rock	\$1.35	BLM
25-4-2.0	A2	0.41	BLM		Rock	\$1.35	BLM

^{*}Rockwear Fees paid to Segment Owner

ROAD MAINTENANCE SPECIFICATIONS

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

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

Rev 1-2012 Page 1

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

- 3001 The Purchaser shall be required to maintain all roads listed and/or referenced in Section 42.B., Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400 and 3500 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 geometric standards required in Exhibit C of this contract. 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105. 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily. **OPERATIONAL MAINTENANCE - 3100** 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer. 3102 The Purchaser shall furnish and place 200 cu. yds. of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on the roadway at locations and in the amounts designated by the Authorized Officer. This aggregate shall be used to repair surface failures and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished. hauled, placed, spread and compacted by use of dump trucks, water trucks and motor grader or similar equipment.
- The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.

Rev 1-2012 Page 2

ROAD MAINTENANCE SPECIFICATIONS

Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.

Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

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

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

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

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

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

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

3105

3106

3107

The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the

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

SEASONAL MAINTENANCE - 3200

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

FINAL MAINTENANCE - 3300

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

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

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

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

OTHER MAINTENANCE - 3400

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

The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer.

The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

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

DECOMMISSIONING – 3500

Decommissioning shall consist of installing water bars, placement of slash and blocking road from access by vehicles. This work is not required for road acceptance under Section 18 of this contract.

Decommissioning shall be performed on existing roads in accordance with these specifications, at the following locations:

Road No.	From	To	Decommission
	Sta	Sta	
25-3-29.6	0+00 5+5		Blade, water bar, block
25-3-29.9	0+00	35+45	Blade, water bar, block

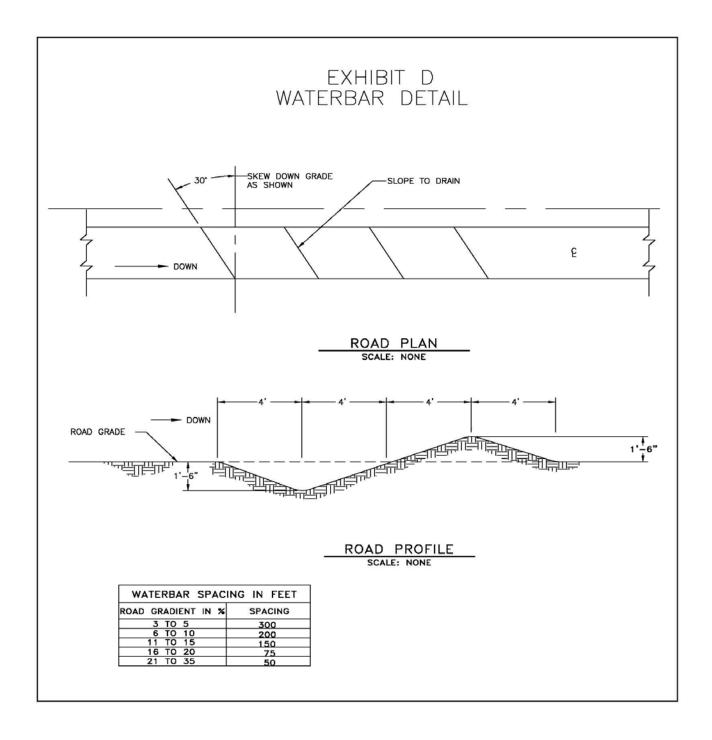
Decommissioning work shall be completed at the end of timber hauling activities .

3503

3506

Stockpiled slash shall be used to protect exposed areas created by the Purchaser's operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. Where slash is not available exposed soil areas shall be stabilized in accordance with Section 1800.

3509	Access shall be blocked with barricades as shown on the typical detail sheet and at locations as shown Subsection 3503.
3511	Water barring shall be done on designated roadways, turnouts, disturbed areas and landings.
3513	Water bars shall be installed across full width of roadway at locations and spacing shown in the specifications and typical detail sheet. Water bars shall be constructed as shown on typical detail sheet. No water bar will be installed closer than 50 feet to a draw crossing.
3514	Protection of exposed surfaces shall be accomplished by placement of soil stabilization material in accordance with Section 1800 on designated roadways, turnouts, disturbed areas, landings, cut banks, fill slopes and other areas disturbed by the purchaser's operations in accordance with these specifications.



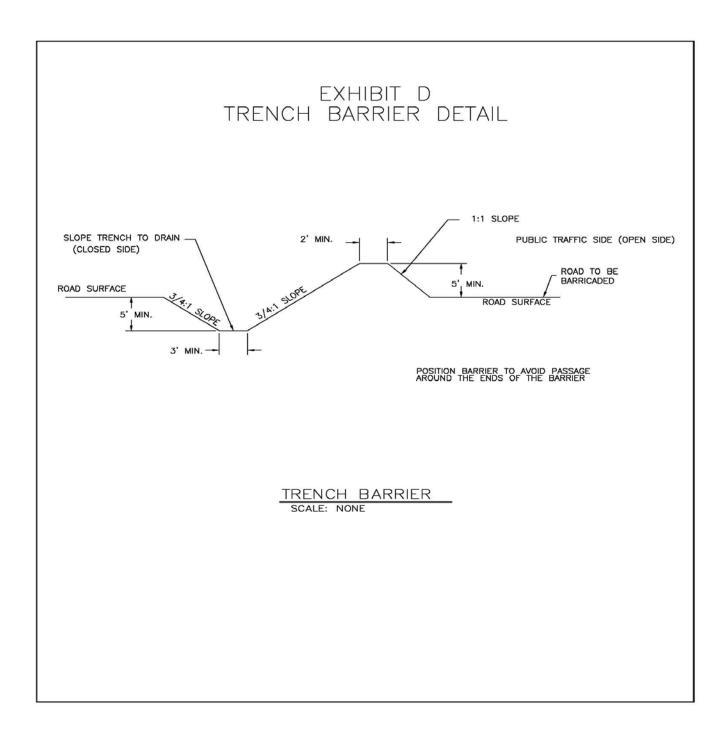
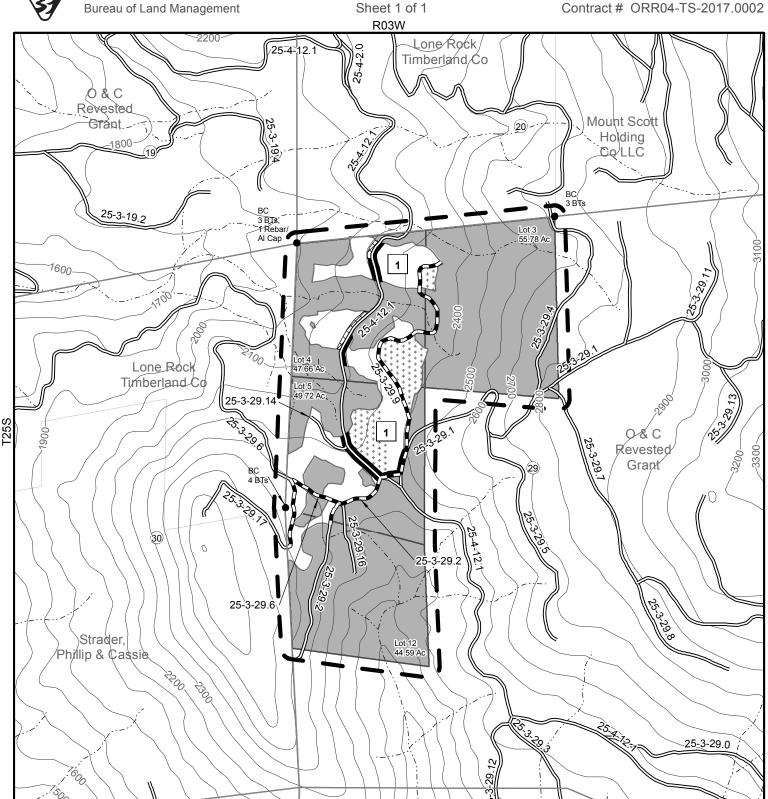


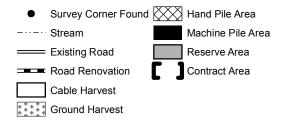
EXHIBIT E

Yellow Medicine

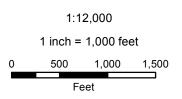
Contract # ORR04-TS-2017.0002



Legend



31



(32)

Date: 11/30/2016 Roseburg District Bureau of Land Management 777 NW Garden Valley Blvd. Roseburg, Oregon 97471



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



United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District: Roseburg

Sale Name: Yellow Medicine

Sale Date: 02/14/2017

Appraisal Method: 16' MBF

Contract #: ORR04-TS-2017.0002

Job File #:

Master Unit: Douglas

Planning Unit: Swiftwater

Contents

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Volume Summary	6
Stump to Truck Costs	7
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\$857.25

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Timber - Sale - Summary

Legal Description

Fores Type		Township	Range	Section	Subdivision
0&	кC	25S	03W	29	Lots 3, 4, 5, and 12

Cutting Volume (16' MBF)

			_		Cutti	is voidine (10 11111)							
Unit	DF	WH	GF						Total	Reger	1	Partial		ROV
1	1,135	5	:	3					1,1	43	42		0	
Totals	1,135	5	3	3					1,1	43	42		0	
	Logging (Costs per 16	5' MBF						Profit	& Risk				
Stump to Tr	ruck			\$ 107.	51		Total Pro	fit & Risk					8 %	
Transportat				\$ 48.			Basic Pro	ofit & Risk	8 % + Ad	ditional Risk		0 %		
Road Const				\$ 80.			Back Off	•					0 %	
Road Amor				\$ 0.0	00				Tract F	'eatures				
Road Main	tenance			\$ 13.	51		Avg Log	D	ouglas-fir: 109 bf		Al	l: 109 bf		
Other Allov	wances :						Recov		ouglas-fir : 95 %		Al	1:95%		
Equip	oment Cleaning			\$ 0.72			Salvag	-	ouglas-fir : 0 %		Al	1:0%		
Misc				\$ 7.49			Avg Volu	me (16	'MBF per Acre)				27	
7	Total Other Allov	wances :		\$ 8	.21		Avg Yard	ling Slope					40	%
			I					ling Distan	ce (feet)				300	
							Avg Age						0	
							Volume (%
							Volume (%
							Volume A						0.00	%
								nstruction S					0.00	
							-	provement				,	0.00	
								novation St					40.95	
							Road Dec	comission		uise			+0.73	
							Cruised I	Rv	CI	Jason Coppe	ersmith	. Darren W	/right	
							Date	<i>.</i> ,				03/01/	•	
Total Logo	ging Costs per 1	LC! MDE		§ 25	57.72		Type of C	Truise				3-P,	100%	
Total Logs	ging Costs per i			2.3	,,,,,,		County, S					Dougla	s, OR	
Center #1	: Winchester	Utilization	Centers	28 N	Milas		county, i	J. Late				J		
Center #2	. Willenester				Miles		C (1)	(LMDE)	Net V	Volume				
	distance to Utili	ization Cente	rs	0 1	28		Green (10						1,143	
		Length of (-		Salvage (16' MBF)					0	
Cutting an	d Removal Tim	-		36 N	Months		Douglas-	fir Peeler					0	
	roperty Remov				Months		Export V						0	
i Cisonal I	Toperty Itelliov	ui illiic		- 1			Scaling A	llowance (\$0.75 per 16' MRF)			¢o	57 25	

Scaling Allowance (\$0.75 per 16' MBF)

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Roseburg Yellow Medicine ORR04-TS-2017.0002

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	2,269	1,135	\$ 516.19	\$ 41.30	\$ 257.72			\$ 217.20	\$ 246,522.00
WH	42	5	\$ 383.44	\$ 30.68	\$ 257.72			\$ 95.00	\$ 475.00
GF	4	3	\$ 488.60	\$ 39.09	\$ 257.72			\$ 191.80	\$ 575.40
Totals	2,315	1,143							\$ 247,572.40

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				79.0	21.0	
Western Hemlock				42.0	44.0	14.0
Grand Fir				86.0	14.0	

Marginal Log Volume

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

Appraised By: Kress, Christopher **Date:** 12/08/2016

Area Approval By: Coppersmith, Jason Date: 01/09/2017

District Approval By: Snider, Douglas **Date:** 01/09/2017

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Prospectus

Appraisal Method: (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	2,269	1,135	880	
Western Hemlock	42	5	4	
Grand Fir	4	3	3	
Total	2,315	1,143	887	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,202	2,315	519	20.7	1,196	10,958	109

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
10,958	101	11,059	4.8	1,143	1,202	95 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,192	2,269	525	20.8	1,187	10,846	109

Merch	Cull	Total	Logs per	Net	Gross	Recovery
Logs	Logs	Logs	Tree	Volume	Volume	
10,846	88	10,934	4.8	1,135	1,192	95 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1	42	ricits	ricies	42
Totals:	42			42

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Roseburg Yellow Medicine ORR04-TS-2017.0002

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.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	1,135		
Western Hemlock	5		
Grand Fir	3		
Sale Totals	1,143		

Unit Details (16' MB)

Unit 1 42 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1,135		
Grand Fir	3		
Western Hemlock	5		
Unit Totals	1,143		

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Roseburg Yellow Medicine ORR04-TS-2017.0002

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

Sale Volume Totals

42 Acres 42 Regen	0 Partial	0 R/W	1 Units
-------------------	-----------	--------------	---------

SpeciesName	# of	Merch	Cull	16' MBF	16' MBF	16' MBF	32' MBF	32' MBF	32' MBF	CCF	CCF	CCF
Speciesivame	Trees	Logs	Logs	Net	GM	Gross	Net	GM	Gross	Net	GM	Gross
Douglas-fir	2,269	10,846	88	1,135	1,187	1,192	880	921	923	0	0	0
Western Hemlock	42	92	12	5	5	6	4	4	4	0	0	0
Grand Fir	4	20	1	3	4	4	3	3	3	0	0	0
Totals	2,315	10,958	101	1,143	1,196	1,202	887	928	930	0	0	0

Unit Totals

Unit: 1	42 Acres		42 Reger	1	0 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,269	10,846	88	1,192	1,187	1,135
Western Hemlock	42	92	12	6	5	5
Grand Fir	4	20	1	4	4	3
Unit Totals	2,315	10,958	101	1,202	1,196	1,143

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Roseburg Yellow Medicine ORR04-TS-2017.0002

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
\$ 122,887.24	1,143	\$ 107.51

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40	G.M.	883	\$ 97.70	\$ 86,269.10
Wheel Skidder	G.M.	313	\$ 98.78	\$ 30,918.14
Subtotal				\$ 117,187.24

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Lift Trees	Tree	38	\$ 150.00	\$ 5,700.00
Subtotal				\$ 5,700.00

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Subtotal			

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Other Allowances Costs

Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out	
Allowances Costs	Volume	Volume *	Cost	
\$9,383.00	1,143	\$8.21	\$1,277.19	

Equipment Cleaning

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Yarder	\$ 165.00	\$ 0.14	N	\$ 0.00
Wheel Skidder	\$ 165.00	\$ 0.14	N	\$ 0.00
Other Equipment	\$ 165.00	\$ 0.14	N	\$ 0.00
Shovel	\$ 330.00	\$ 0.29	N	\$ 0.00
Subtotal	\$ 825.00	\$ 0.72		\$ 0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Landing Piles	\$ 4,375.00	\$ 3.83	N	\$ 0.00
Burn Landing Piles	\$ 875.00	\$ 0.77	Y	\$ 1,079.75
Handpile	\$ 508.00	\$ 0.44	N	\$ 0.00
Burn Handpile	\$ 85.00	\$ 0.07	Y	\$ 104.89
Machine Piles	\$ 1,275.00	\$ 1.12	N	\$ 0.00
Burn Machine Piles	\$ 75.00	\$ 0.07	Y	\$ 92.55
Sub-Soiling	\$ 330.00	\$ 0.29	N	\$ 0.00
Sub-Soiling	\$ 1,035.00	\$ 0.91	N	\$ 0.00
Subtotal	\$ 8,558.00	\$ 7.49		\$ 1,277.19

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

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Consolidated Comments

Roseburg Yellow Medicine ORR04-TS-2017.0002

General

Yarding & Loading

All logging plans are Cruisers estimates.

- -All yarding systems were appraised with \$2.25/gal and 4500 BF/load.
- -Short tower is for uphill cable yarding 883 G.M. Uphill cable yarding was appraised for 3 cutters at 6 loads/ day.
- -Wheel Skidder is appraised for 313 G.M. for ground base logging at 6 loads/day with 3.5 cutters.

Road Costs

BLM Maintenance: \$5,906.45 BLM Rockwear: \$4,925.14

Total Maintenance Fee Obligation: \$10,831.59 Total Purchaser Maintenance Allowances: \$3,441.18

Decommissioning: \$1,165.08

Total Cost: \$10,831.59 + \$3,441.18 + \$1,165.08 = \$15,437.85

(see Engineering Appraisal for details).

Transportation

- -Sale Area to Winchester = 28.2/98 RTM
- 60 Minute Delay
- -98+60=158=2.6 Hours
- -1196 G.M. / 4.5 MBF/Load = 265.7 = 266 loads
- -158 RTT/Load / 60 minutes= 2.6 hours/load
- -266 loads x 2.6 hours/load = 691.60 = 692 hours
- -692 total hours x \$80.00= \$55,360.00

(see Transportation appendix for details).

Other Allowances

- -Equipment cleaning is for one cleaning of cable yarding equipment, one cleaning for ground base logging, 1 shovel cleaning for each logging system, and other equipment refers to excavator for sub-soiling
- -The purchaser has the option to buy out on the burning.

Prospectus

3-p consisted of Douglas-fir up to 28". All minor species and Douglas-fir bigger than 30" were 100% cruised.

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Version: 5.2.0.64

Summary of All Roads and Projects

Updated: 4/13/2016

T.S. Contract Name: Yellow Medicine Tract No: 2017.0002 Sale Date: 2-14 Prepared by: King Ph: 3263 Print Date: 12/21/2016 11:31:37 AM Construction: 0.00 sta	4-17
Improve: 0.00 sta Renov: 60.60 sta Decom: 0.00 sta Temp: 0.00 sta	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 40 lf	\$3,263.20
500 Renovation:	\$11,001.48
700-1200 Surfacing:	\$70,947.82
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 2.2 acres	\$3,432.12
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$2,190.78 Surf. \$671.42	\$2,862.20
Quarry Development:	\$0.00

Total: 1,143 mbf @ \$80.058/mbf = \$91,506.82

Notes:

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

Contract Name: Yellow Medicine Sale Date: 2-14-17

Tract No: 2017.0002

ROAD CONSTRUCTION SUMMARY

1/ Const/Impr/Renov/Decom/Temp 2/ yd-miles haul 3/ Lin ft CMP 4/ Lin ft Polypipe 5/ Lin ft Downspout 6/ slide removal cy

Road Number	Type 1/	Miles	Drainage	Renovation	Surfacing	Rdside Brush	Mobilization	SubTotal
25-3-29.1	R	0.08		\$1,432		\$721	\$53	\$2,207
25-3-29.2	R	0.15		\$1,996	\$9,980 470LCY	\$1,442	\$424	\$13,843
25-3-29.6	R	0.10		\$2,366	\$6,488 308LCY	\$173 0.3ac	\$284	\$9,311
25-3-29.9	R	0.67	\$3,263 4/ 40'	\$3,692	\$54,479 2630LCY	\$923 1.6ac	\$2,059	\$64,416
29-3-29.17	R	0.14		\$1,516		\$173 0.3ac	\$42	\$1,730

TABLE OF CONTENTS

SECTION	DESCRIPTION					
100	General					
200	Clearing and Grubbing					
300	Excavation and Embankment					
500	Renovation and Improvement of Existing Roads					
600	Watering					
1000	Aggregate Base Course - Crushed Rock					
1700	Erosion Control					
2100	Roadside Brushing					

GENERAL - 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of new construction, improvement, renovation, and 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 of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors.

102 - Definitions:

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

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

<u>Borrow</u> - Excavated material required for embankments and other portions of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Road Centerline - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

<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.

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

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

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

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

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

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

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

102a - Tests Used in These Specifications:

AASHTO T 11

Quantity of rock finer than No. 200 sieve.

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 density of soil.

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

25 blows/layer & 3 layers.

Method C - 4" mold, soil passing a 3/4 inch sieve

25 blows/layer & 3 layers.

Method D - 6" mold, soil passing a 3/4 inch sieve. 56 blows/layer & 3 layers.

AASHTO T 119

Slump of hydraulic cement concrete.

AASHTO T 152

Air content of freshly mixed concrete.

AASHTO T 166

Specific Gravity of compacted Bituminous Mixtures.

AASHTO T 176

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

AASHTO T 180

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

AASHTO T 191

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

AASHTO T 205

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

AASHTO T 209

Maximum Specific Gravity of Bituminous Paving Mixtures.

AASHTO T 210

Durability of aggregates based on resistance to produce fines.

AASHTO T 224

Correction for coarse particles in the soil.

AASHTO T 238

Density of Soil and Soil-Aggregate in place by nuclear methods.

AASHTO T 248

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

ASTM D 4564

Determination of relative density of cohensionless soils.

DMSO (dimethyl sulfide)

Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

- 103 Compaction equipment shall meet the following requirements:
- Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer. The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.
- 103g <u>Vibratory compactor.</u> Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- 103h Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.
- 103i Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans and as staked on the ground.
- 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.

- Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202 as posted.
- 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.
- 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.
- 204c On excavated areas, roots and embedded wood shall be removed to a depth not less than 6 inches below the subgrade.
- 205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

EXCAVATION AND EMBANKMENT - 300

This work shall consist of excavating, overhaul, placement of embankments, backfilling, borrowing, leveling, ditching, grading, insloping, outsloping, crowning and scarification of the subgrade, compaction, and disposal of excess and unsuitable materials, and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.

- Excavation shall also consist of the excavation of road and landing cut sections, borrow sites, backfilling, leveling, ditching, grading, compaction, and other earth moving work necessary for the construction of the roadway in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground with metal tags.
- Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, bedding, backfill for structures, and for other purposes as shown on the plans.
- Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earthmoving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material, and other deleterious materials and shall be placed and compacted as specified.
- 305b Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding 12 inches in depth.
- Embankments formed of material containing less than 25 percent rock not larger than 8 inches in the greatest dimension shall be placed in 12-inch layers.
 Material containing more than 25 percent rock not larger than 12- inches in the greatest dimension shall be placed in successive layers not exceeding 2 feet in thickness. Individual rocks and boulders greater than 12-inches in diameter may be used to construct 2-foot embankment layers, provided they are carefully distributed, with interstices filled with fine material to form a dense and compact mass.
- Layers of embankment, selected borrow, final subgrade and selected roadway excavation material as specified under Subsections 305a and 305b shall be moistened or dried to a uniform optimum moisture content suitable for maximum density and compacted to full width with compacting equipment conforming to requirements of Subsections 103f, 103g, 103h and 103i.

- Minimum compaction for each layer of embankment, selected borrow, and selected roadway excavation material placed at optimum moisture shall be a minimum of 4 passes over each full-width layer or until visual displacement ceases.
- Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water.
 Such materials shall be disposed of in accordance with Subsection 321c.
 Materials not disposed of in this manner shall be retrieved and disposed of at the Purchaser's expense and at the direction of the Authorized Officer.
- 321c End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers are not required. Materials placed shall be sloped, shaped, and otherwise brought to a visible condition acceptable to the Authorized Officer.
- Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of 2 feet on the uphill side.
- The finished grading shall be approved by the Authorized Officer in segments or for the total project. The Purchaser shall give the Authorized Officer 3 days' notice prior to start of surfacing operations.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes and installing, 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 metal tags.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans.

- 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.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 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 Subsections103f, 103h, and 103i.
- 504a Minimum compaction required shall be 3 passes over each full-width layer or until visual displacement ceases.
- 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.
- The finished grading shall be approved by the Authorized Officer 3 day prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days' notice prior to final inspection of the grading operations.

WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.
- Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.

- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water sources selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on roadbeds and landings approved for placing crushed rock material, in accordance with these specifications and conforming to the 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 at the purchaser's expense.
- 1002a Crushed rock materials may be obtained from commercial sources 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.
- 1004 Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1004 AGGREGATE BASE COURSE CRUSHED ROCK MATERIAL

Percentage by Weight Passing Square Mesh Sieves (AASHTO T 11 & T 27) GRADATION

Sieve Designation	А	В	С	D	F	G	Н	I
6-inch		-	-	-	-	-	-	100
3-inch	100	-	100	-	100	-	-	45-65
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	0-10
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	-

- 1006 Crushed rock material shall show durability value of not less than 35, as determined by AASHTO T 210.
- 1008a Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.
- The roadbed, as shaped and compacted under Sections 300 and 500 of these specifications, shall be approved by the Authorized Officer prior to placement of crushed rock materials. Notification for final inspection prior to rocking shall be 3 days' notice prior to that inspection.

- 1010 Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and compacted in layers not to exceed 8 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1010a Crushed rock material used to repair or reinforce a soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing under this specification unless approved as such by the Authorized Officer prior to placement.
- 1012 Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103f and 103i. Minimum compaction shall be 3 passes over each full-width layer or until visual displacement ceases.

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

ROADSIDE BRUSHING - 2100

- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self-powered, self-propelled equipment and/or manually with hand tools, including chain saws.
- Vegetation cut manually and/ 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 slopes 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 shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 4 inches above the ground and running surface. Limbs below the 4 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- 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.

- Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a distance of 15 feet from edge of subgrade, whichever is achieved first.
 Overhanging limbs and vegetation in excess of 1 foot in height shall be cut within these areas.
- 2108 Self-propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2115 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

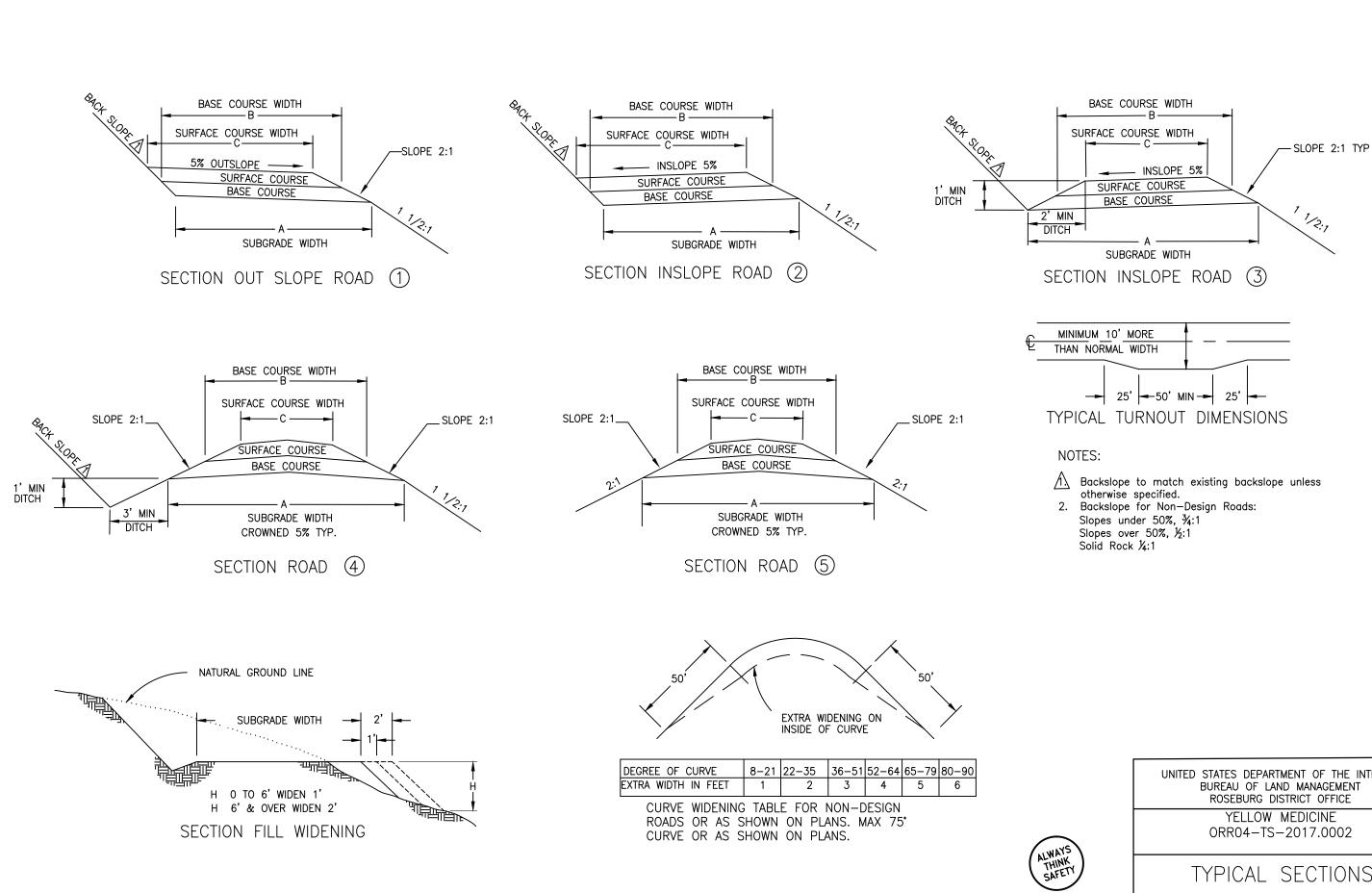
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ROSEBURG DISTRICT TIMBER SALE EXHIBIT C

CONTRACT NAME: YELLOW MEDICINE CONTRACT NO: ORRO4-TS-2017.0002

ROAD NUMBER STA/MP TO			STA/MP	CONST.	RENOV.	EXISTING SURFACE	PROPOSEI	D BASE COURSE		SED SURFACE COURSE	ROAD	DIMENS	SIONS	TYP. ROAD	SHEET
North Wollington	0.7,		G., y	0011011	11211011	TYPE	DEPTH	TYPE	DEPTH	TYPE	Α	В	С	SECTION	NO.
25-3-29.1	0+00	_	4+00		Х	ROCK						EXISTING		4	4
25-3-29.2	0+00	_	5+90		X	NATIVE			9"	1004A		16	14	4	4
25-3-29.2	5+90	_	8+15		X	ROCK						EXISTING		4	4
25-3-29.6	0+00	-	5+50		X	NATIVE	6"	1004l	3"	1004A	16	15	14	1&2	4
25-3-29.9	0+00	-	35+45		Х	NATIVE	6"	10041	3"	1004A	16	15	14	1&2	4
25-3-29.17	0+00	-	7+50		X	ROCK						EXISTING		4	4

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



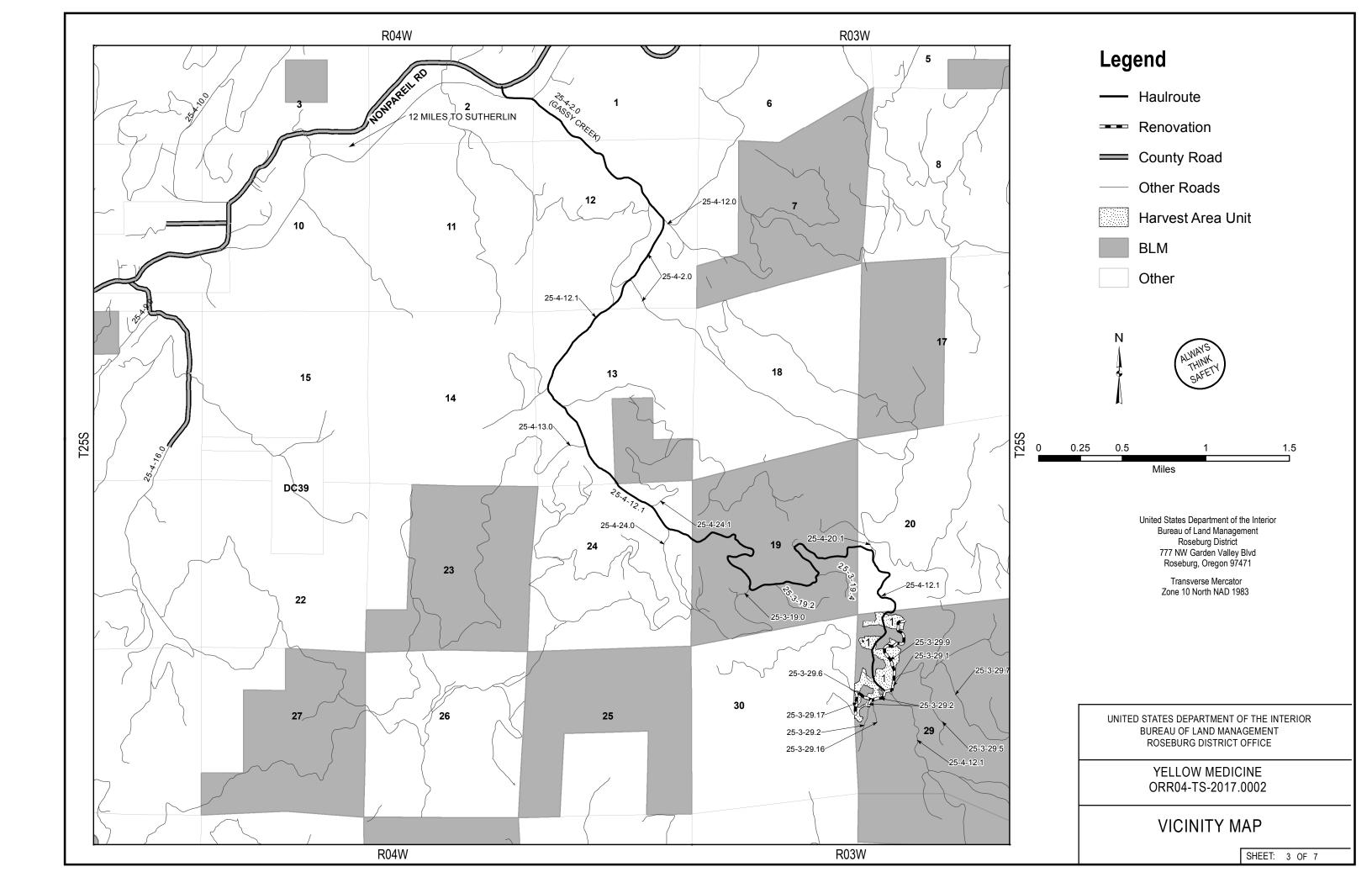


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ORR04-TS-2017.0002

TYPICAL SECTIONS

SHEET 2 OF 7



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 the road.
- 4. Back slopes shall be cut to match existing unless otherwise specified.
- 5. All work shall be performed according to OSHA safety requirements.

<u>STA</u>	<u>DESCRIPTION</u>
	<u>25-3-29.1</u>
0+00	BEGIN RENOVATION AT JCT OF 25-3-29.1, 25-3-29.2 AND 25-4-12.1 ROADS. BEGIN BRUSHING, BLADING, COMPACTION, PULL DITCH, CLEAN CULVERTS.
4+00	END RENOVATION
	<u>25-3-29.2</u>
0+00	BEGIN RENOVATION AT JCT OF $25-3-29.2$, $25-3-29.1$ AND $25-4-12.1$ ROADS. BEGIN BRUSHING, BLADING, COMPACTION, PULL DITCH, CLEAN CULVERTS & SURFACE WITH 9" OF 3" MINUS 1004A AGGREGATE BASE COURSE.
3+15	JCT OF 25-3-29.16 LEFT
5+90	END SURFACING AT JCT OF 25-3-29.6 RIGHT
8+15	END RENOVATION
	<u>25-3-29.6</u>
0+00	BEGIN RENOVATION AT JCT OF 25-3-29.6 AND 25-3-29.2 ROADS. FILL IN TRENCH BARRIER AND CONSTRUCT TRANSITION; BEGIN BRUSHING, BLADING, COMPACTION AND SURFACING WITH 6" OF 6" MINUS 10041 AND 3" OF 3" MINUS 1004A AGGREGATE BASE COURSE.
5+00	REMOVE LOG BARRIER
5+50	JCT WITH 25-3-29.17 LEFT; END RENOVATION
	<u>25-3-29.9</u>
0+00	BEGIN RENOVATION AT JCT OF 25-3-29.9 AND 25-3-29.1 ROADS. MOVE ROCK BARRIER, BEGIN BRUSHING, BLADING, COMPACTION AND SURFACING WITH 6" OF 6" MINUS 1004I AND 3" OF 3" MINUS 1004A AGGREGATE BASE COURSE.
23+50	INSTALL 36"X 40' CULVERT
35+45	END RENOVATION

STA <u>DESCRIPTION</u>

25-3-29.17

0+00 BEGIN RENOVATION AT JCT OF 25-3-29.17 AND 25-3-29.6 ROADS. BEGIN BRUSHING, BLADING, COMPACTION, CLEAN CULVERTS

7+50 END RENOVATION



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YELLOW MEDICINE ORR04-TS-2017.0002

RENOVATION NOTES

SHEET 4 OF 7

CULVERT LIST

				CULVE	RT LO	CATIONS	, <u> </u>			<u> </u>					
	DESIG	SNED (N	IOTE 2)					AS BUILT				DOWNSPO	OUT (NOTE	4)	ALWAYS THINK SAFETY
ROAD NO. STATION OR M.P.		GAGE	LENGTH (FT)	SKEW ANGLE	INSTALL TYPE (NOTE 3)	INSTALL SPLASH PAD	ROAD NO. STATION OR M.P.	SIZE (IN)	GAGE	LENGTH (FT)	ТҮРЕ	SIZE (IN)	LENGTH (FT)	ELBOW TYPE (NOTE 5)	REMARKS (NOTE 6)
25-3-29.9															
STA 23+50	36		40	EXISTING	1										
				1											+
			-												
			-												
			-									-		-	<u> </u>
			-									-			+
			-												+
			 	+											
									<u> </u>				<u> </u>		

- 1. DESIGNED CULVERT LENGTHS AND LOCATIONS ARE APPROXIMATE.
- 2. ALL CULVERTS HAVE 2 2/3" X 1/2" CORRUGATIONS UNLESS OTHERWISE SPECIFIED.
- 3. SEE CULVERT INSTALLATION SHEET.
- 4. DOWN SPOUT TYPES:
- a. FULL
- b. HALF c. FLUME

- 5. ELBOW TYPES: a. CONVENTIONAL OR FABRICATED
- b. TURNER TYPE
- c. SLIP JOINT
- 6. INCLUDE SPECIAL SECTIONS, STRUCTURES, HEADWALLS, FOOTINGS, AND OTHER DATA.
- 7. MATERIAL MAY BE ALUMINIZED STEEL OR POLYETHYLENE

GAGE CHART										
GAGE	GAGE DEC. EQUIV INCHES									
	STEEL ALUM.									
10	0.1380	0.1350								
12	0.1090	0.1050								
14	4 0.0790 0.0750									
16	0.0640 0.0600									

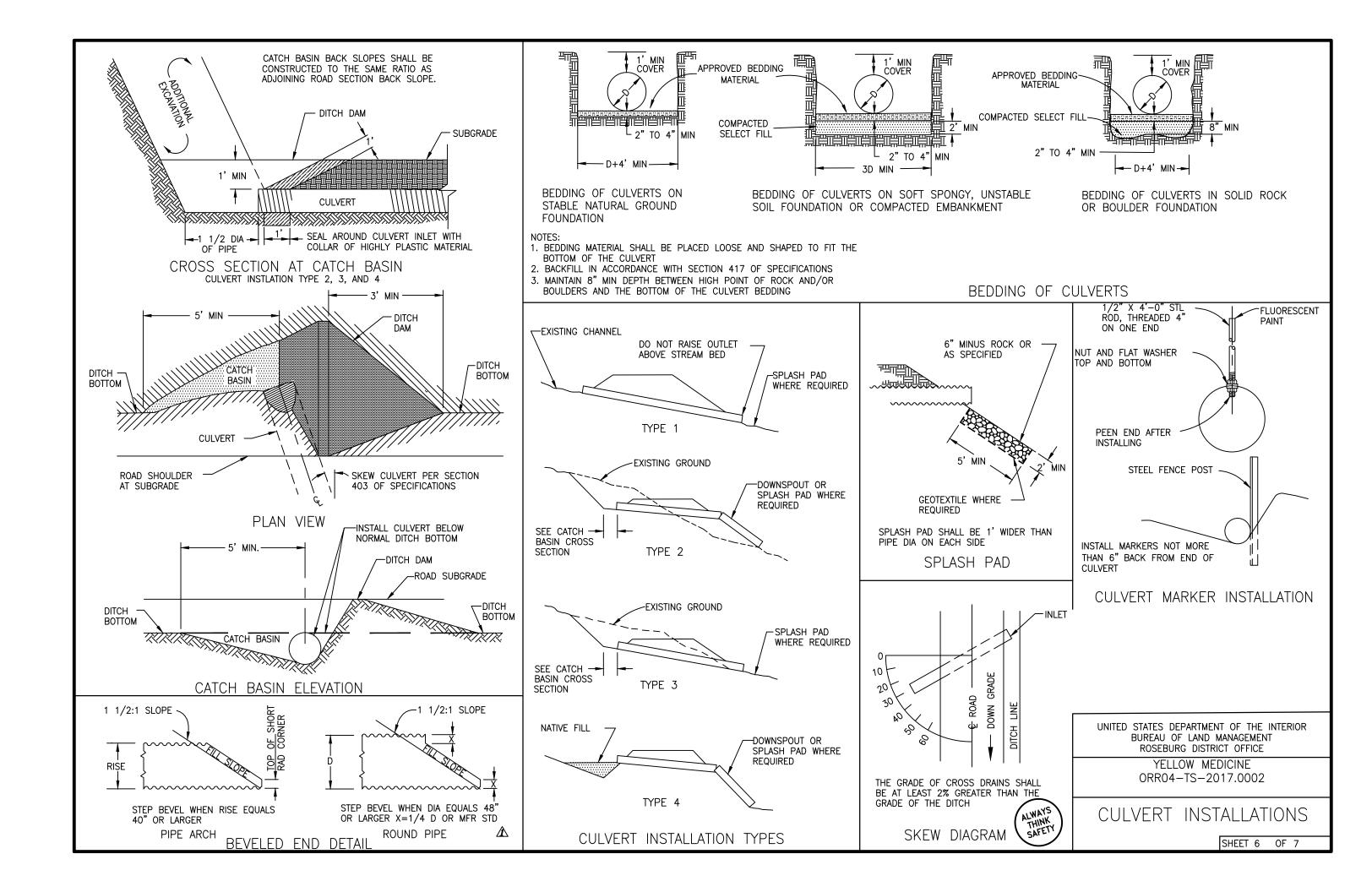
	ROUND PIPE CULVERT											
MATERIAL	SIZE (IN)	CORRUGATIONS	LENGTH (FT)									
SEE NOTE 7	18	SEE NOTE 2										
SEE NOTE 7	24	SEE NOTE 2										
SEE NOTE 7	36	SEE NOTE 2										

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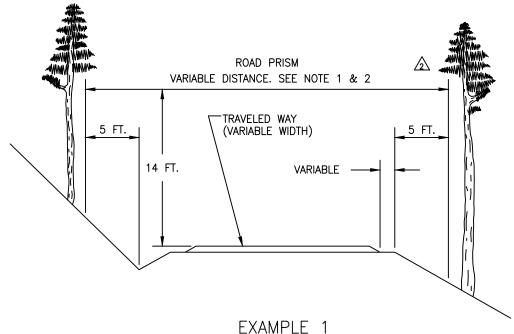
CULVERT SUMMARY

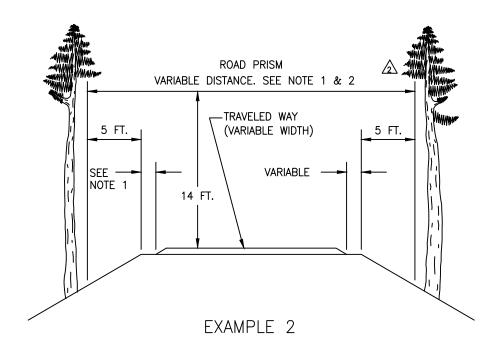
SHEET 5 OF 7

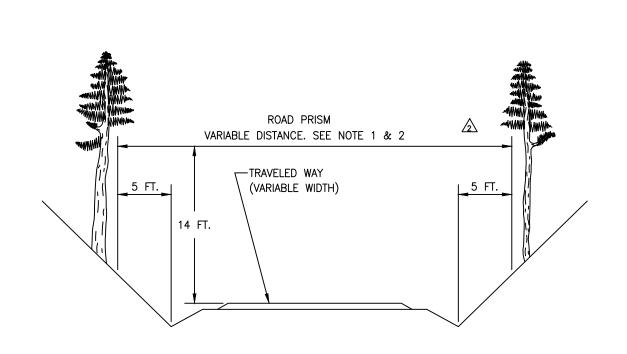




- ALL AREAS WITHIN THE VARIABLE DISTANCE SHALL BE CLEARED OF VEGETATION.
- 2. ALL AREAS WITHIN THE VARIABLE DISTANCE SHALL BE FREE OF ALL OVERHANGING LIMBS AND BRANCHES WITHIN 14 FEET ELEVATION ABOVE RUNNING SURFACE.







AREA TO BE BRUSHED

EDGE OF SUBGRADE OR TOP OF FILL

START OF CURVE

55

57

CURVE

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BRUSHING DETAIL

SHEET 7 OF 7

EXAMPLE 3