# **PROSPECTUS**

Sale Date: April 24, 2012

(3) Roseburg Sale No.: 12-09 Sale Name: Holy Water Commercial Thinning and Salvage

Douglas County, Oregon: O&C: Oral Auction Bid Deposit Required: \$2,300.00

All timber designated for cutting on:

Lot 2, SW¼NE¼ Sec. 2, T. 30 S., R. 9 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF Cubic	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF		Est. Volume Times Appraised Price
1,438	331	675	Douglas-fir	403	\$51.10		\$20,593.30
105	22	46	Grand Fir	26	\$34.30	*	\$891.80
117	16	37	Western Hemlock	20	\$32.10	*	\$642.00
1,660	369	758		449			\$22,127.10

<sup>\*</sup> BLM appraised price per MBF is a minimum stumpage value.

#### LOG EXPORT AND SUBSTITUTION RESTRICTIONS:

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

Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

#### CRUISE INFORMATION:

The volume of all species and R/W trees have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 15" D.B.H.O.B., the average log contains 68 bd. ft., the total gross volume is approximately 494 M bd. ft., and 91% recovery is expected.

<u>CUTTING AREA</u>: An area of approximately 15 acres in 1 unit is to be partially cut and a right-of-way of approximately 1 acre must be clearcut.

TIMBER ACREAGE: Area 1: 15 acres R/W: 1 acre

<u>ACCESS</u>: Access to the sale area is provided by Government, County, and privately controlled roads. A road use fee of \$5,167.99 will be required to be paid to Mr. David Johnson, Mr. Peter Johnson, and Mrs. Ann Kinzell.

<u>DIRECTIONS TO SALE AREA</u>: From Winston, proceed west on State Highway 42 approximately 19.4 miles and turn right onto Signal Tree Road (BLM Road No. 29-9-36.0). Follow Road No. 29-9-36.0 approximately 0.7 miles to BLM Road No. 30-9-2.3 and the Contract Area. BLM Road No. 30-9-2.3 is not currently drivable; the quickest

access to Harvest Area No. 1 is from the old Hwy. 42 segment that is ¼ mile further west of BLM Road No. 29-9-36.0 on State Highway 42. Refer to timber sale Exhibits A and D for further details.

<u>ROAD MAINTENANCE</u>: Maintenance and rockwear fees of \$293.61 will be required to be paid to the BLM. A rockwear fee of \$66.41 will be required to be paid to Mr. David Johnson, Mr. Peter Johnson, and Mrs. Ann Kinzell.

<u>ROAD CONSTRUCTION</u>: Estimates include the following: construct 2+35 stations and renovation of 68+11 stations of road. Additional information is available in the Exhibit C.

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

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

#### NOTES:

- 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; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.
  - This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.
- 2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 23 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
- 3. Seasonal operating restrictions apply to this sale regarding road work, falling, bucking, yarding, loading, and hauling. Refer to Section 41(B)(11-15) and the Exhibit E for details.
- 4. Spur No. 1 and BLM Road No. 30-9-2.3 Segment C are to be decommissioned in the same operating season in which they are used for harvest activity. The Purchaser is required to perform decommissioning operations. Decommissioning operations will include water-barring, road blocking, and covering the road with logging slash to the satisfaction of the Authorized Officer. Refer to the Exhibit D for details. If an unsurfaced spur will overwinter before decommissioning, that spur shall be winterized. See Section 41(F)(1) for details.
- 5. A License Agreement with Mr. David Johnson, Mr. Peter Johnson, and Mrs. Ann Kinzell is required. Refer to the Exhibit D for details.
- 6. Private trees cut for the renovation of BLM Road No. 30-9-2.3 shall be bucked to lengths and top diameter as designated by the Authorized Officer. The logs shall be decked limb-free alongside of the road and accessible to a self-loader truck.
- 7. A Special Yarding Area has been painted orange and posted with blue "BOUNDARY OF SPECIAL YARDING AREA" tags. No timber may be removed from this Reserve Area. Refer to the Exhibit A for details.

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

- (a) All timber on the Reserve Areas and in the Special Yarding Area as shown on Exhibit A, all retention trees marked with orange paint above and below stump height within the cutting areas and all orange painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (b) All existing coarse woody debris, logs and trees classified as decay Classes 3, 4, and 5, bark substantially sloughed off and in advanced stages of decay, within the Harvest Areas as shown on Exhibit A. All existing down wood within 90 feet of any stream as shown on Exhibit A.

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

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

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

#### Section 41(B) Logging:

- (1) Before beginning operations on the contract area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchasers'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 Area shown on Exhibit A, all trees designated for cutting, which are within one hundred fifty (150) feet of the Reserve Areas, property lines, fences and adjacent plantations shall be felled away from those areas.
- (4) In the Harvest Area shown on Exhibit A, trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless approved by the Authorized Officer.

- (5) In the Harvest Area shown on Exhibit A, all timber shall be felled to lead.
- (6) In Harvest Area No. 1 as shown on the Exhibit A, yarding shall be done with a skyline yarding system capable of maintaining one end suspension and equipped with a mechanical slack pulling carriage having a minimum of one hundred (100) feet of lateral yarding capability, a maximum spar height of forty (40) feet, and a maximum power rating of two hundred twenty five (225) HP. The system shall have the capability to yard in multi-span configuration.
- (7) 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.
- (8) Before cutting and removing any trees necessary to facilitate logging in the Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of cable yarding roads and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
  - (a) All cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding road shall be limited to twenty (20) feet.
  - (b) The Purchaser may immediately cut and remove additional timber to clear cable yarding roads; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with high visibility paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
  - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that trees otherwise reserved in Section 40 of the contract or any tree that exceeds twenty-eight (28) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
  - (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized

Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (9) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Contract Area, which is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and tieback trees, severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling or yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
  - (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 40 of the contract are not included in the authorization.
  - (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump and the bottom log immediately after falling with high visibility paint. The stump shall be marked by flagging the location of the stump with plastic fluorescent pink ribbon hung within five feet of the stump at eye level so that the stump can be visually located from a distance of not less than one hundred (100) feet.
  - (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8

of the contract.

- (d) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
  - (1) Failed to properly mark any stump with high visibility paint.
  - (2) Failed to identify the location of any stump.
  - (3) Cut any tree that was reserved for tree improvement and/or wildlife habitat.
  - (4) Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
  - (5) Failed to properly segregate any pulled over tree that was yarded to the landing.
  - (6) Cut any reserve tree that was not severely damaged from felling and yarding operations.
  - (7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
  - (8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
  - (9) Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
  - (10) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, and corridor tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

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

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

(10) No yarding or loading is permitted in or through the Reserve Areas as shown on Exhibit A unless otherwise approved by the Authorized Officer.

- (11) No road construction or renovation shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (12) No timber falling, bucking, or yarding shall be conducted on the Thinning Area from April 15 to July 15 of each calendar year, both days inclusive (bark slip period), unless otherwise approved by the Authorized Officer.
- (13) No timber yarding, loading or hauling shall be conducted on unsurfaced roads between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (14) For Harvest Area No. 1 as shown on the Exhibit A, no operations may be conducted from April 1 to August 5, both days inclusive, of each calendar year due to the potential disruption of nesting marbled murrelets. In addition, for a portion of Harvest Area No. 1, daily operating restrictions will be in effect from August 6 to September 15, both days inclusive, of each calendar year. During this period, all operations shall be scheduled from two hours after sunrise to two hours before sunset. Refer to the Exhibit E for details.
- (15) In regards to the potential to disturb nesting spotted owls, no operations may be conducted in Harvest Area No. 1 between March 1 and July 15, both dates inclusive, of each calendar year. Refer to the Exhibit E for details.

#### Section 41(C) Miscellaneous:

The Government, at its option, may administratively check scale any portion of the timber removed (1) from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by Three Hundred and Thirty-seven and No/100 dollars (\$337.00). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Three Hundred and Thirty-seven and No/100 dollars (\$337.00) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with Eastside Scribner Decimal C Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

#### Section 41(D) Environmental Protection:

- (1) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks and crew transport, prior to initial move-in, to minimize the likelihood of introducing noxious weeds to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- (3) In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall winterize temporary Spur No. 1, and Road No. 30-9-2.3 Segment C, constructed or renovated under Section 41(F)(1) or any portion thereof, in accordance with the plans and specifications shown on Exhibit D, and in accordance with the following stipulations:
  - (a) The Purchaser intends to use the temporary spurs/temporary roads or portions thereof for more than a single operating season; or, circumstances require that the temporary spurs/temporary roads or portions thereof over-winter before decommissioning.
  - (b) Winterizing shall consist of water-barring, blocking and mulching to the satisfaction of the Authorized Officer.
  - (c) Winterizing shall take place at the end of the operating season as described in Section 41(B)(13) and 41(F)(1) of this contract, or as directed by the authorized Officer.
- (4) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
  - (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
  - (b) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Roseburg District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
  - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

- (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or
- (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or:
- (h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within fifteen (15) days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at

the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

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

#### Section 41(E) Cultural Resource Protection:

(1) If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins,

graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

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

- (1) The Purchaser shall construct Spur No. 1 and renovate Road No. 30-9-2.3 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Spur No.1 and Road No. 30-9-2.3 Segment C will be constructed or renovated, and used for harvest operations by October 15 of each calendar year, then decommissioned in the same respective operating season. The decommissioning of Spur No. 1 will include water barring, slashing, mulching, and blocking. The decommissioning of Road No. 30-9-2.3 Segment C will include water barring and blocking. Refer to the Exhibit D for details.
- (2) Prior to removal of any timber, except right-of-way timber, from any Harvest Area, the Purchaser shall complete all required construction and/or renovation of roads to such Harvest Area as specified in Exhibit C.
- (3) The Purchaser is authorized to use the roads listed and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 41(F)(4). Any road listed on Exhibit D and requiring improvement or renovation in Exhibit C of this contract shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- (4) The Purchaser shall pay the Government a road maintenance and rockwear obligation in the amount of Two Hundred Ninety-three and 61/100 dollars (\$293.61) for the transportation of timber included in the contract price over roads listed in Section 41(F)(3).
  - The above road maintenance and rockwear amount is for use of one and one tenth (1.1) 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 One Hundred and 00/100 dollars (\$100.00) payable in the same manner as and together with payments required in Section 3 of this contract.
- (5) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (6) The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

## IF OTHER THAN MR. DAVID JOHNSON, MR. PETER JOHNSON, AND MRS. ANN KINZELL PURCHASES:

(7) In the use of Road No. 30-9-2.3 Segments B and C as shown on Exhibit D, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. R-824B, dated December 20, 1966, between the United States of America and Mr. David Johnson, Mr. Peter Johnson, and Mrs. Ann Kinzell. This document is available for inspection at the Bureau of Land Management, Roseburg District Office, 777 NW Garden Valley Blvd., Roseburg, Oregon 97471.

#### These conditions include:

- (a) Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement.
- (b) Payment of a rockwear obligation in the amount of Sixty-six and 41/100 dollars (\$66.41).
- (c) Payment of a road use obligation in the amount of Five Thousand One Hundred Sixty-seven and 99/100 dollars (\$5,167.99).
- (d) Right-of-way timber from Road No. 30-9-2.3 Segments B and C shall be bucked to lengths and top diameter as designated by the Authorized Officer. The logs shall be decked limb-free alongside of the road and accessible to a self-loader truck.
- (e) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

## IF MR. DAVID JOHNSON, MR. PETER JOHNSON, AND MRS. ANN KINZELL PURCHASE:

(8) In accordance with 43 CFR 2812.6-2(a)(5), the following allowances have been made for amortization on capital investment of the road covered by Right-of-Way and Road Use Agreement No. R-824B with the Purchaser: Five Thousand One Hundred Sixty-seven and 99/100 dollars (\$5,167.99) for Road No. 30-9-2.3 Segments B and C.

It is understood that the purchase price stated in Sec. 2 of this contract is the net price and no deductions will be made from the purchase price because of such allowances.

#### Section 41(G) Fire Prevention and Control:

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

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

- (1) <u>Fire Hazard Reduction.</u> In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction measures required by this contract:
  - (a) Prior to commencement of any operation under Section H (Slash Disposal and Site Preparation) of this contract, a slash disposal prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at the prework conference.
  - (b) Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of Purchaser's operations under the terms of this contract.
  - (c) Pile all slash yarded to the landings and within fifty (50) feet of all landings. Piling is to be completed within thirty (30) days of the completion of yarding for each landing. Piles are to be tight and free of dirt.
  - (d) Cover each landing pile with a minimum ten (10) foot by ten (10) foot sheet of four (4) mil. black plastic, unless otherwise directed by the Authorized Officer to meet ignition and combustion needs. The cover shall be firmly fixed or weighed down to hold in place. Covering shall be done concurrently with piling.

#### Section 41(I) Log Exports:

(1) All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (83/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

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

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

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

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

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

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

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

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

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

X

DEPOSIT AND BID FOR

FORM APPROVEL
OMB NO. 1004-011
Expires: July 31, 1992

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

11000110
(3) 12-09

Sale Name

Holy Water CT & Salvage Sale Notice (dated)

March 27, 2012 (sale date 04/24/12)

**BLM** District

LUMP SUM SALE

	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 the tract specified above.	are hereby submitted for the purchase of designated timber/vegetative resource on
Required bid deposited is \$ 2,300.00 and is enclosed in for for	rm 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 hid deposit shall be retained by the Univ	ted States as liquidated damages if the bid is accepted and the undersigned

TIMBER\*

VEGETATIVE RESOURCE

(Other Than Timber)

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

#### BID SCHEDULE - LUMP SUM SALE

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

	NOIE:	Bidders should care	fully check computa	tions in completing th	e Bid Schedule	
		BID SUBMITTED	(Est. Volum	e MBF 16' Log)	ORAL	BID MADE
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	403	κ	=	x	=
Grand Fir	MBF	26	Κ	=	X	=
Western Hemlock	MBF	20		=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF		<u> </u>	=	X	=
	MBF	,	<u> </u>	=	X	=
		TOTAL PURC	HASE PRICE		]	

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

Bid submitted on (date)	
(Check appropriate box, sign in	ink, and complete the following)
☐ Signature, if firm is individually owned	Name of firm (type or print)
☐ Signatures, if firm is a partnership	Business address, include zip code (type or print)
Corporation organized under the state laws of	(To be completed following oral bidding)  I HEREBY confirm the above oral bid
Signature of Authorized Corporate Signing Officer	By (signature)
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:  (1) "Bid for Timber"  (2) Vegetative Resource Other Than Timber
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	(3) Time bids are to be opened (4) Legal description
The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to info	•
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.	mber sale contract.

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 Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER/VEGETATIVE RESOURCE SALE CONTRACT To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

#### 10. PERFORMANCE BOND -

- (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on 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

## Department of Interior Bureau of Land Management

## Exhibit "A" Page 1 of 1

HOLY WATER
COMMERCIAL THINNING / SALVAGE

Tract Number: 12-09

<u>District</u>	Township	Range	Section	Meridian	Contract Number
Roseburg	30 S	9 W	2	Willamette	OR10-TS12-09

AREA	HARVEST ACRES	HARVEST METHOD
1	15	CABLE

THINNING / SALVAGE AREA	15	Ac.
R/W AREA	1	Ac.
TOTAL HARVEST AREA	16	Ac.
RESERVE AREA 62	.46	Ac.
TOTAL CONTRACT AREA 78	3.46	Ac.

### **NOTE:** 1.

100 FT. CONTOUR LINES

- I. HARVEST UNIT BOUNDARIES ARE PAINTED ORANGE AND POSTED WITH WHITE "BOUNDARY OF TIMBER RESERVE" TAGS, EXCEPT ON PROPERTY LINES WHICH ARE FLAGGED OR PAINTED ORANGE AND POSTED WITH ORANGE AND WHITE "TIMBER CUTTING BOUNDARY" TAGS.
- 2. BOUNDARIES OF RIGHT-OF-WAY WITHIN THE UNIT ARE POSTED WITH "RIGHT-OF-WAY" TAGS AND PAINTED ORANGE (1 ACRE).
- 3. RETENTION TREES ARE MARKED WITH ORANGE PAINT ABOVE AND BELOW STUMP HEIGHT.
- 4. THE BOUNDARY OF THE 'SPECIAL YARDING' AREA WITHIN THE UNIT IS POSTED WITH BLUE "BOUNDARY OF SPECIAL YARDING AREA" TAGS AND PAINTED ORANGE (0.5 ACRE).

#### **LEGEND PAVED HIGHWAY** HARVEST AREA - CABLE YARDING **EXISTING ROAD** RESERVE AREA ROAD TO BE RENOVATED \_\_\_\_ SPECIAL YARDING AREA TEMPORARY ROAD TO BE CONSTRUCTED. ======= USED AND DECOMMISSIONED IN THE SAME **BOUNDARY OF CONTRACT AREA OPERATING SEASON BOUNDARY OF CUTTING AREA** UNDRIVABLE ROAD SECTION LINE /\*\*..\_,/·· **STREAM**

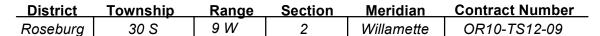
#### Department of Interior Bureau of Land Management

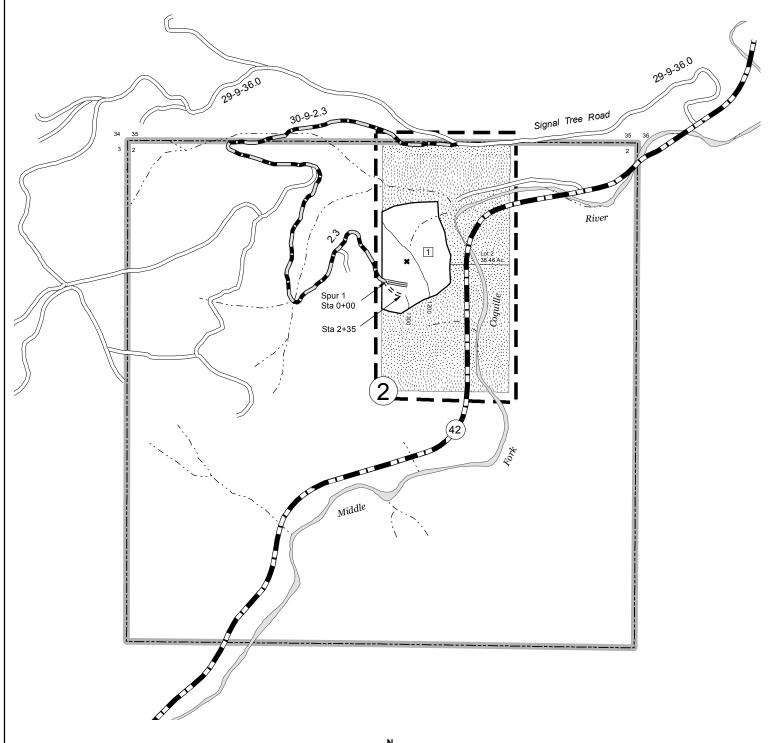
### Exhibit "A"

Page 2 of 2

## HOLY WATER COMMERCIAL THINNING / SALVAGE

Tract Number: 12-09







T30S, R9W

 $Willamette\ Meridian,\ Douglas\ Co.,\ OR$ 

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

#### Exhibit B

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

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

#### Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	403		
Grand Fir	26		
Western Hemlock	20		
Sale Totals	449		

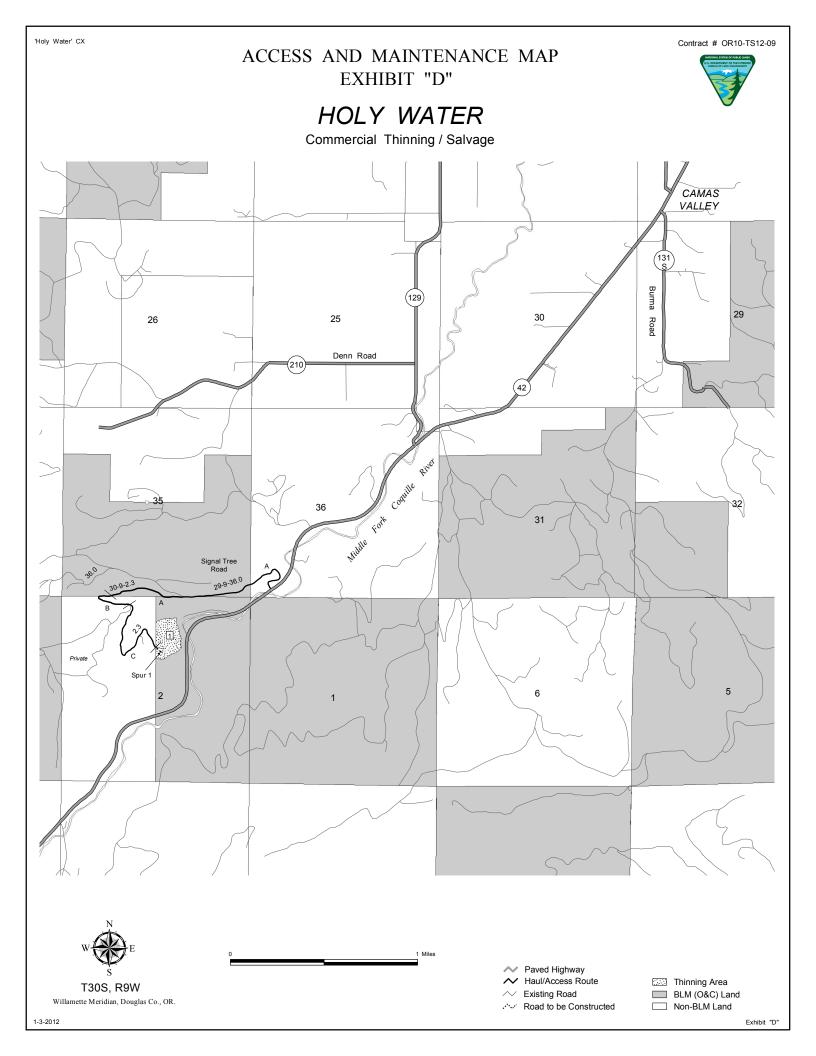
#### Unit Details (16' MB)

Unit 1 15 Acres Value per Acre: \$0.00
--

Species	Net Volume	Bid Price	Species Value
Douglas-fir	390		
Grand Fir	26		
Western Hemlock	20		
Unit Totals	436		

Unit	RW	1 Acres	Value per Acre: \$0.00
UIII	17.11	1 Acres	value pel Acre : 50.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	13		
Unit Totals	13		



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

Sale Name: Holy Water Commercial Thinning and Salvage

Contract No. OR10-TS12-09

Contract No. OR 10-1	ONITIACT NO. OR 10-1312-09													
Road Number	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees	Maintained By							
29-9-36.0	A(POR)	0.70	Coos Bay BLM		BST	\$0.65	Coos Bay BLM							
30-9-2.3	Α	0.39	Roseburg BLM		Rock	\$0.51	PURCHASER							
30-9-2.3	В	0.29	Johnson	\$4.82	Rock	\$0.51*	PURCHASER							
30-9-2.3	С	0.61	Johnson	\$6.69	Native		PURCHASER							
Spur 1	Α	0.04	Roseburg BLM		Native		PURCHASER							

<sup>\*</sup> Rockwear fees payable to the segment owner. 3/21/2012

#### ROAD MAINTENANCE SPECIFICATIONS

#### 3000 - General

- 3001- The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41 Special Provisions and as shown in the Exhibit "D" of this contract in accordance with Sections 3000, 3100, 3200, 3300 and 3400 of this exhibit.
- 3002- The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards as required in Exhibit C of this contract.
- 3003- The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, and 3105.
- 3004- The purchaser shall be responsible for providing timely maintenance and cleanup on any road with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

#### 3100 - Operational Maintenance

- 3101- The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3104- The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3l04a Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slope which have been planted or mulched to control soil erosion.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

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

- 3105- The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one slide. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representative shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

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

- 3107- The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer. The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be as directed by the Authorized Officer.
- 3108- The Purchaser shall avoid fouling gravel or bituminous surface through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging unit is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be performed at the Purchaser's expense.
- 3109- The maximum allowable rut depth on aggregate surfaced roads is 2". Roads with ruts exceeding this requirement shall be bladed and brought back into conformance with the typical sections shown in the drawings. Rut depth shall be measured by centering a minimum 3 foot long straightedge across the wheel rut maintaining contact with the aggregate at both ends of the strait edge. The rut depth shall be the distance measured between the bottom of the strait edge and the lowest point of the wheel rut.

#### 3200 - Seasonal Maintenance

- 3201- The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes cross ditching, water barring, constructing vehicle barriers, removing ruts or other surface irregularities, and all other requirements specified in Section 3100 and Exhibit "C" Erosion Control 1700 Specifications.
- 3203- The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road located in an area separate from the area where logging activities will resume.

3204- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

#### 3300 - Final Maintenance

3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this Section.

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

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

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

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

Road No or Location	From Station	To Station	Activity
30-9-2.3 C	0+00	32+75	Water bar and block
Spur 1	0+00	2+35	Water bar, block and slash mulch

- 3305 Water bars shall be installed across full width of roadway at spacing shown on the drawings.
- 3306 Slash shall be scattered over the decommissioned road surface and all areas disturbed by the decommissioning process. Where there is not slash available the disturbed area shall be seeded and mulched according to these specifications.
- 3307 Trench barriers shall be constructed according to the drawings and specifications.
- 3311 Seed shall be Government furnished seed.

EXHIBIT D OR10-TS12-09 Holy Water CT/Salvage Page 4 of 4

3312 - Straw mulch shall be certified weed free from oats, wheat, rye or other approved grain crops which are free from noxious weeds, mold or other objectionable materials as attested to by written certification submitted to the Authorized officer. Straw mulch shall be in an air-dry condition.

#### 3400 - Other Maintenance

- 3401- The Purchaser shall be required to repair any damage to road surfaces that was specified under Subsection 3108. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in subsection 3104.
- The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

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

#### Exhibit E

### Seasonal Restriction Matrix (page 1 of 2)

OR10-TS12-09

**Holy Water Commercial Thinning and Salvage** 

Restricted Times Are Darkly Shaded

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

Sale Area	Activity	J	Jan		Feb Mar		ar	Apr		May June		July		Aug		5	Sept		Oct		Nov		Dec			
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking <sup>2,3,4,5</sup>																									
	Cable yarding on unsurfaced road <sup>1,2,3,4,5</sup>																									
	Loading or hauling on unsurfaced road <sup>1,3,5</sup>																									
All Areas	Right-of-way logging and clearing, road construction, renovation, and/or decommissioning <sup>1,3,5</sup>																									

<sup>&</sup>lt;sup>1</sup>Wet season restrictions (October 15 - May 15) may be shortened or extended depending on weather conditions.

<sup>&</sup>lt;sup>2</sup>Bark slip seasonal restrictions (April 15 - July 15) may be conditionally waived.

<sup>&</sup>lt;sup>3</sup>Marbled murrelet seasonal restriction (April 1 - August 5) for entire unit.

<sup>&</sup>lt;sup>4</sup>Daily Operating Restriction (August 6 - September 15), see Exhibit E map for restricted portions of unit.

<sup>&</sup>lt;sup>5</sup>Spotted owl seasonal restriction (March 1 - July 15) for entire unit.

'Holy Water' CX

### SEASONAL RESTRICTION MATRIX MAP

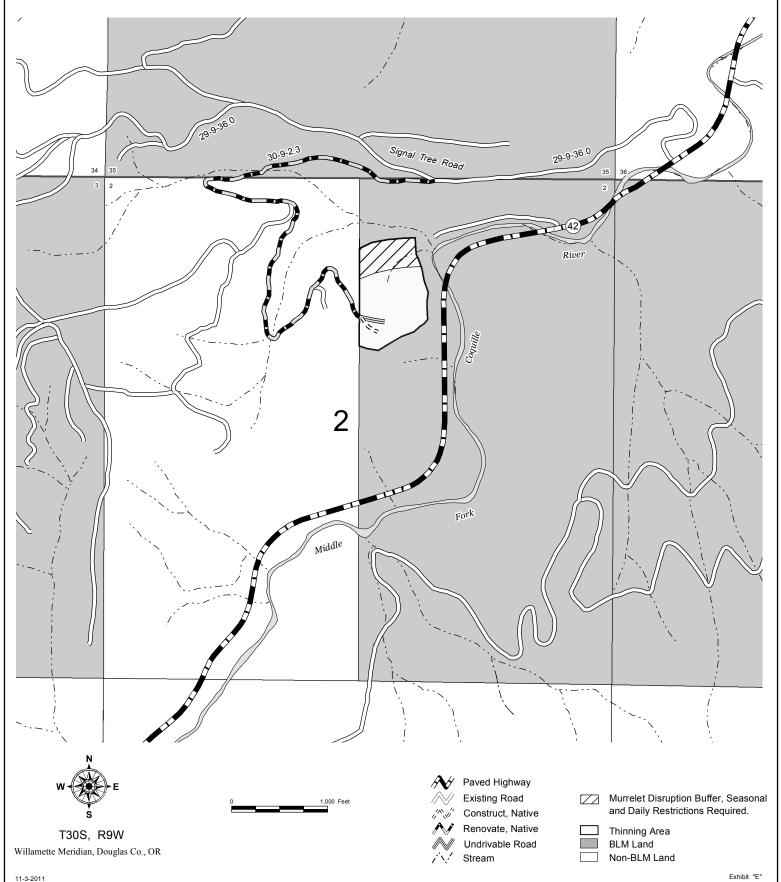
EXHIBIT "E"

Page 2 of 2

### HOLY WATER

Commercial Thinning / Salvage





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

Summary of All Roads and Projects  T.S. Contract Name: Holy Water Sale Date: April 2012  Prepared by: T.McNamara Ph: 3313 Print Date: 1/12/2012 3:25:07 PM  Construction: 2.35 sta (Surfaced 0.00 sta Natural 2.35 sta)  Improve: 0.00 sta Renov: 68.65 sta Decom: 0.00 sta Temp: 0.00 sta	2 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$647.36
300 Excavation:	\$1,411.30
400 Drainage:	\$0.00
500 Renovation:	\$2,990.02
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 2.5 acres	\$780.35
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$3,533.40 Surf. \$0.00	\$3,533.40
Quarry Development:	\$0.00
Total: 449 mbf @ \$20.85/mbf = Notes: Quantities shown are estimates only and not pay items.	\$9,362.43

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

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Holy Water Sale Date: April 2012  Road Number: 30-9-2.3 Road Name: 30-9-2.3  Road Renovation: 1.29 mi 14 ft Subgrade 3 ft ditch T.S. Up	odate 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$2,990.02
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 2.5 acres	\$780.35
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$2,285.50 Surf. \$0.00	\$2,285.50
Quarry Development:	\$0.00
Total:	\$6,055.87
NOLEO.	

Notes:

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

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Holy Water Sale Date: April 2012  Road Number: Spur 1 Road Name: Spur 1  Road Construction: 0.04 mi 14 ft Subgrade ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$647.36
300 Excavation:	\$1,411.30
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,247.90 Surf. \$0.00	\$1,247.90
Quarry Development:	\$0.00
Total: Notes:	\$3,306.56

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



#### **United States of America**

#### **Department of the Interior**

#### **Bureau Of Land Management**

#### **Timber Sale Appraisal**

District: Roseburg Contract #: OR10-TS12-09

Sale Name: Holy Water C.T. and Salvage

Job File #: R10890

Sale Date: 04/24/2012 Master Unit: Douglas

Appraisal Method: 16' MBF Planning Unit: South River

#### **Contents**

Timber Sale Summary	2
Stumpage Summary	3
Prospectus	4
Exhibit B	5
Volume Summary	6
Stump to Truck Costs	7
Other Allowances Costs	8
Consolidated Comments	c

Total

Scaling Allowance (\$0.75 per 16' MBF)

Regen

Partial

\$336.75

ROW

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

**Timber - Sale - Summary** 

#### **Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	30 S	9 W	2	Lot 2, SW1/4NE1/4

Unit

DF

GF

WH

**Cutting Volume (16' MBF)** 

	_											_	-	
1		390	26	20					126		1.	٠		
RW	7	13	26	20					436	(		0	—	
_		403	26	20					449					
Tota	IS	403	20	20					447		1,	3		
		Logging (	Costs per 16	5' MBF					Profit &	Risk				
Stum	p to Tru	ıck			\$ 220.7	'2	Total Pro	fit & Risk			10	) %		
	sportatio				\$ 41.0	)9	Basic Pro	ofit & Risk	7 % + Addit	ional Risk	3 %			
Road	Constru	uction			\$ 20.8	35	Back Off	•			(	0 %		
Road	Amorti	zation			\$ 11.5	1			Tract Fea	itures				
	Mainte				\$ 7.3	66	Avg Log	Dougla	as-fir : 69 bf		All : 68 bf			
Othe	r Allowa	ances:					Recov	ery Dougla	as-fir : 91 %		All: 91 %			
Equipment Cleaning					\$ 1.10		Salvag	ge Dougla	as-fir : 22 %		All: 20 %			
F	Slash D				\$ 1.11	_	Avg Volu	me ( 16' MB	BF per Acre)			28		
Total Other Allowances :					\$ 2.	22	Avg Yard	ling Slope				50	%	
L				<u> </u>			Avg Yard	ling Distance (fe	eet)			350		
							Avg Age					72		
							Volume (						%	
							Volume (						%	
							Volume A					0	%	
								nstruction Statio				<ul><li>2.35</li><li>0.00</li></ul>		
								provement Stati				8.65		
								novation Station comission Statio				0.00		
							Road Dec	comission Statio	ons Cruis	20		0.00		
							Cruised I	3v	Ciuis	, c	BD	, DS		
							Date	-,			12/05/2			
Tota	l Loggi	ng Costs per 1	6' MRE		\$ 30	3.76	Type of C	Cruise			BLM 1	00%		
1012	ii Loggii				<u> </u>	3.70	County, S				Douglas	, OR		
Cent	ter#1 · I		Utilization	Centers	23 N	liles								
Center #1 : Dillard, Oregon Center #2			0 N		Croon (1)	Net Volume Green (16' MBF)								
Wei	ghted dis	stance to Utili	zation Center	rs		23	,	(16' MBF)				359 90		
			Length of C	Contract			saivage (	10 MDF)				90		
Cutt	ing and	Removal Tim	e		36 N	Ionths	Douglas-	fir Peeler				0		
		perty Remova				Ionths	Export V	olume				0		
1 013	onui i i o	Derty Itelliov	a1 11111C				Scaling A	llowance (\$0.7	5 ner 16' MRF)		622	6 75		

Printed: 3/21/2012 2:22:35PM Page 2 of 9

Roseburg Holy Water C.T. and Salvage OR10-TS12-09

### **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	1,438	403	\$ 394.25	\$ 39.42	\$ 303.76			\$ 51.10	\$ 20,593.30
GF	105	26	\$ 342.88	\$ 34.29	\$ 303.76			\$ 34.30	\$ 891.80
WH	117	20	\$ 320.90	\$ 32.09	\$ 303.76			\$ 32.10	\$ 642.00
Totals	1,660	449							\$ 22,127.10

### Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				38.0	57.0	5.0
Grand Fir				53.0	42.0	5.0
Western Hemlock				34.0	60.0	6.0

### Marginal Log Volume

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

**Appraised By:** Dotson, Bryan **Date:** 02/08/2012

Area Approval By: Snider, Douglas Date: 02/15/2012

**District Approval By:** Thompson, Kristen **Date:** 03/12/2012

Printed: 3/21/2012 2:22:35PM Page 3 of 9

### Prospectus

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

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	1,438	403	331	675
Grand Fir	105	26	22	46
Western Hemlock	117	20	16	37
Total	1,660	449	369	758

### All Species

	Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
ſ	494	1,660	297	15.0	485	7,170	68

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
7,170	294	7,464	4.5	449	494	91 %

### Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
442	1,438	307	15.1	435	6,290	69

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
6,290	231	6,521	4.5	403	442	91 %

### **Cutting Areas**

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		15		15
RW			1	1
Totals :		15	1	16

Printed: 3/21/2012 2:22:35PM Page 4 of 9

Roseburg Holy Water C.T. and Salvage OR10-TS12-09

### 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	403		
Grand Fir	26		
Western Hemlock	20		
Sale Totals	449		

### Unit Details (16' MB)

Unit 1 15 Acres value per Acre : 50.0	Unit	1	15 Acres	Value per Acre: \$0.00
---------------------------------------	------	---	----------	------------------------

Species	Net Volume	Bid Price	Species Value
Douglas-fir	390		
Grand Fir	26		
Western Hemlock	20		
Unit Totals	436		

Unit	RW	1 Acres	Value per Acre: \$0.00
Unit	14 11	1 Acres	value pei Acie . 50.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	13		
Unit Totals	13		

Printed: 3/21/2012 2:22:35PM Page 5 of 9

Roseburg Holy Water C.T. and Salvage OR10-TS12-09

### **Sale Volume Totals**

	16 Acres	0 Regen	15 Partial	1 <b>R/W</b>	2 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	1,438	6,290	231	403	435	442	331	357	363	675	729	742
Grand Fir	105	475	15	26	28	28	22	23	24	46	49	50
Western Hemlock	117	405	48	20	22	24	16	17	19	37	39	44
Totals	1,660	7,170	294	449	485	494	369	397	406	758	817	836

### **Unit Totals**

Unit: 1	15 Acres		0 Reger	1	15 Partial	0 R/W	
SpeciesName	# of Trees	Merch Logs	Cull	16' MBF Gross	16' MBF GM	16' MBF Net	
Speciesivanie	rrees	Logs	Logs	Gross	GM	Net	
Douglas-fir	1,381	6,043	221	428	421	390	
Grand Fir	105	475	15	28	28	26	
Western Hemlock	117	405	48	24	22	20	
Unit Totals	1,603	6,923	284	480	471	436	

Unit: RW	1 Acres		0 Reger	1	0 Partial	1 R/W			
	# of Merch Cull 16' MBF		# of Merch Cull		# of Merch Cull		16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Logs	Logs	Gross	GM	Net			
Douglas-fir	57	247	10	14	14	13			
Unit Totals	57	247	10	14	14	13			

Printed: 3/21/2012 2:22:35PM Page 6 of 9

### Roseburg Holy Water C.T. and Salvage OR10-TS12-09

## 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
\$ 99,104.46	449	\$ 220.72

### Detail

### Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40	MBF	471	\$ 201.58	\$ 94,944.18
Track Skidder	MBF	14	\$ 90.02	\$ 1,260.28
Subtotal				\$ 96,204.46

### **Other Costs**

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Lift Trees	Trees	11	\$ 150.00	\$ 1,650.00
In. Supports	Trees	5	\$ 250.00	\$ 1,250.00
Subtotal				\$ 2,900.00

### **Additional Move-Ins**

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

Printed: 3/21/2012 2:22:35PM Page 7 of 9

### **Other Allowances Costs**

### Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out
Allowances Costs	Volume	Volume *	Cost
\$995.00	449	\$2.22	

### **Equipment Cleaning**

### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Yarder	\$ 165.00	\$ 0.37	N	\$ 0.00
Shovel	\$ 165.00	\$ 0.37	N	\$ 0.00
Track Skidder	\$ 165.00	\$ 0.37	N	\$ 0.00
Subtotal	\$ 495.00	\$ 1.10		\$ 0.00

### Slash Disposal

### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Landings-All (clean-up, covering, piling, burning)	\$ 500.00	\$ 1.11	N	\$ 0.00
Subtotal	\$ 500.00	\$ 1.11		\$ 0.00

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

Printed: 3/21/2012 2:22:35PM Page 8 of 9

**Consolidated Comments** 

Roseburg Holy Water C.T. and Salvage OR10-TS12-09

#### General

Will need to update prices in April.

### Yarding & Loading

- -\$4.00/gal fuel costs and 4,500 bf/load used for Cable (Short Tower 40') and Track Skidder.
- -Track Skidder is for the new road conctruction log skidding.
- -Intermediate supports and lift trees are based on the curisers logging plan estimate.

#### **Road Costs**

- -Maintenance To Roseburg BLM \$89.31 and Rockwear Fee To Coos Bay BLM \$204.30.
- -Rockwear Fee To Johnson \$66.41
- -Purchaser Maintenance Credit \$2,946.76
- -Road Use Fee of \$5,167.99

(see Engineering Appraisal for details).

#### Transportation

- -Utilization Center Dillard, Oregon 23 Miles and 77 Minutes
- -Log Truck Loads = 485 GM /4.5 MBF/Ld = 108 loads. RTT=(77 Min/Ld + 60
- Min Delay time)/60 Min/Hr = 2.28hrs/Ld x 108 total loads = 246 total hrs 246 hrs. X
- \$75.00/Hr = \$18,450.00 Trucking Cost

(see Transportation appendix for details).

#### Other Allowances

- -Slash Disposal: Machine Pile and Cover Landings, BLM will burn. 4 Landing X \$125.00 = \$500.00.
- -Equipment Cleaning: Shovel 3 hrs, Yarder and track skidder 3 hours each @ \$55.00 hr, Total equipment cleaning = 9 hrs X \$55/hr = \$495.00

### **Prospectus**

Salvage Volume: 20% of the total volume is salavge. 90 MBF net and of that 96% is DF at 86 MBF and 4% is GF at 4 MBF.

Printed: 3/21/2012 2:22:35PM Page 9 of 9

### **United States Department of the Interior**

### BUREAU OF LAND MANAGEMENT Roseburg District Office

### **ROAD CONSTRUCTION SPECIFICATIONS**

**Holy Water Commercial Thinning and Salvage** 

**EXHIBIT C** 

(Revised July 1996)

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 2 of 16

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

### **ROAD SPECIFICATIONS**

T. 30 S, R. 9 W. Section 2

### Willamette Meridian

### **Douglas County Oregon**

### <u>INDEX</u>

100	GENERAL
200	CLEARING AND GRUBBING
300	EXCAVATION AND EMBANKMENT
500	RENOVATION OF EXISTING ROADS
600	WATERING
1700	EROSION CONTROL
1800	SOIL STABILIZATION
2100	ROADSIDE BRUSHING

### GENERAL - 100

### 101 - Prework Conferences:

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

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

#### 102 - Definitions:

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

ACI - American Concrete Institute

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

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

BLM - Bureau of Land Management

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

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

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

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

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

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

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 4 of 16

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

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

<u>Pioneer Road</u> - Temporary construction access built along the route of the project.

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

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

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

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

Road Centerline - Longitudinal center of roadbed.

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 5 of 16

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

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

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

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

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

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

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

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

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

Geotextile Definitions:

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

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

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

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

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 6 of 16

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

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

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

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

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

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

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

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

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

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

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

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

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

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 maximum density of soil.

Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers.

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

### AASHTO T 176

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

### AASHTO T 180

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

### AASHTO T 191

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

### AASHTO T 205

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

#### AASHTO T 210

Durability of aggregates based on resistance to produce fines.

### AASHTO T 224

Correction for coarse particles in the soil.

### AASHTO T 238

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

### AASHTO T 248

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

### DES. E-12

Determination of relative density of cohesionless soils.

### DMSO (dimethyl sulfide)

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

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

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

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

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

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 9 of 16

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

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

- Grid roller. A grid roller shall consist of two or more cylindrical drums independently mounted on a common shaft in a rigid frame. Each drum shall have a minimum outside diameter of 5 feet and a minimum width of 2 feet 6 inches. The overall width of the roller exclusive of frame shall be not less than 5 feet 6 inches of which not more than 6 inches shall be used for center spacing between two roller drums. The face of the drums shall have the appearance of woven open-mesh made by interlacing bars of not less than 1-1/4 inches nor more than 1-3/4 inches diameter space spaced on 4-1/2 inches to 5-1/2 inches center. Net opening between the bars shall be not less than 3 inches nor more than 4 inches. The roller shall be so constructed that counterweights can be used to adjust the gross weight of the roller to not less than 30,000 pounds. The grid roller shall be drawn by a power unit capable of propelling the fully loaded roller through 6 inches of loose embankment material at a speed of at least 4 miles per hour.
- 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 Other. Compaction equipment approved by the Authorized Officer.

### **CLEARING AND GRUBBING - 200**

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

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

### **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, 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.

- 302 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.
- 303 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.
- 305 Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving 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.
- 305a Material used in the construction of embankment sections shall be free of organic material, 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 organic material and deleterious materials, except as provided under Subsection 204.
   Roadway embankments of earth material shall be placed in loose, horizontal layers not exceeding 12 inches in depth.
- 305c 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.
- 305d Where embankments are constructed predominantly of blasted rock material, depth of layers shall not exceed 4 feet. Rock fragments having dimensions greater than 4 feet will be permitted provided that they have no dimensions greater than 6 feet and that clearance between adjacent fragments is adequate for the placing and compacting of material in horizontal layers as specified, and that no part of the larger fragments comes within 4 feet of subgrade.
- 306 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 and 103h.

- 306a Optimum moisture content shall be determined by hand clump test i.e., where soil sample forms a firm ball by hand that does not crumble or free moisture is not visible on the surface and material does not squeeze between fingers.
- 306b Minimum compaction for each layer of embankment, selected borrow, final subgrade and selected roadway excavation material placed shall be a minimum of 6 complete passes or until visual displacement ceases.
- 308 In the case of rock fills, placement of material in layers is not required and such material may be placed by end-dumping or other methods approved by the Authorized Officer provided that the rock be reasonably prevented from escaping beyond the embankment toe.
- 320 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.
- 324 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 prior to surfacing, in segments or for the total project, 3 days prior to start of surfacing operations.

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

- This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications as shown on the plans and as marked on the ground with stakes or metal tags.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications and as marked on the ground with stakes or metal tags.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground.
- Focks larger than 4 inches in maximum dimension shall be removed from the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.
- 504 Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections, 103f and 103h.
- 504a Minimum compaction required on existing rock surfaces shall be a minimum of 3 complete passes or until visual displacement ceases.
- 504b Minimum compaction required on existing native surfaces shall be a minimum of 6 complete passes or until visual displacement ceases.

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.

### 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 roadbed.
- The Purchaser shall secure the necessary water permits and pay all required water fees.

### **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 by water barring, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

### **SOIL STABILIZATION - 1800**

1801 - This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is not required for road acceptance under Section 18 of this contract.

- 1802a- Soil stabilization work consisting of seeding and mulching shall be performed on new road construction, road renovation, improvements, landings and disturbed areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection 1801 shall be performed during the following seasonal periods:

From: September 1<sup>st</sup> to: October 15th

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas in accordance with Section 1700 and then complete the requirements of Soil Stabilization 1800 the next construction season.

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

- 1803a- The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1804 BLM will furnish seed.
- Additional soil stabilization work consisting of seeding and mulching may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1809 Mulch materials conforming to the requirements of Subsection 1809b shall be furnished by the Purchaser in the amounts specified under Subsection 1812 and applied in accordance with Subsection 1816.
- Straw mulch shall be from oats, wheat, rye or other approved grain crops which are free from noxious weeds, mold or other objectionable materials as attested to by written certification submitted to the Authorized officer. Straw mulch shall be in an airdry condition and suitable for placing with power spray equipment.
- 1812 The Purchaser shall furnish and apply to the areas designated for treatment as stated in these specifications, a mixture of grass and legume seed, mulch, material at the following rate of application:

Grass & Legume Seed 25 lbs. /acre Mulch 2000 lbs. /acre

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

1816 - The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1816b.

- Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.
- 1820 The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1826 Twine, rope, sacks, and other debris resulting from the soil stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

### **ROADSIDE BRUSHING - 2100**

- 2101 This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self powered, self-propelled equipment or manually with hand tools, including chain saws.
- 2103 Vegetation cut manually or mechanically less than 6 inches in diameter when measured 6 inches above the ground shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 2 inch area will be severed from the trunk.
  - Vegetation shall be cut and removed from the road bed between the outside shoulder and the ditch centerline and such vegetation shall be cut to a maximum height of 1 foot above the ground and running surface. Limbs below the 1 foot area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- 2104 Trees in excess of 6 inches in diameter when measured 6 inches above the ground line shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height shall be cut within these areas. Due to

EXHIBIT C OR10-TS12-09 Holy Water CT/Salvage Sheet 16 of 16

variations in curvature, the Authorized Officer may direct a chord or middle ordinate distance of something less.

- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 feet in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by Authorized Officer.
- 2113 Roadside brushing shall be accomplished as shown on the plans.
- 2116 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2117 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

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

CONTRACT NAME:

HOLY WATER CT/SALVAGE

CONTRACT NO:

OR10-TS12-09

	OT4 (14D		CTA (AAD	COLUCT	DENION	111DD01/5	BAS	E COURSE	SURFA	CE COURSE	ROAD	DIMENS	SIONS	TYP. ROAD	SHEET
ROAD NUMBER	STA/MP	ТО	STA/MP	CONST.	RENOV.	IMPROVE.	DEPTH	TYPE	DEPTH	TYPE	Α	В	С	SECTION	NO.
30-9-2.3 A-B	0+00	_	35+90		X					ROCK	14'			1,2	4
30-9-2.3 C	0+00	-	32+75		X			ere de la lace		NATIVE	14'			2	4
SPUR 1	0+00	-	2+35	X						NATIVE	14'			2	5

	INDEX OF SHEETS			
SHEET	DESCRIPTION			
1	ROAD SUMMARY			
2	TYPICAL SECTION			
3	VICINITY MAP			
4	RENOVATION 30-9-2.3			
5	SPUR 1, CONSTRUCTION			
6	BRUSHING DETAIL			

REV. NO. DESCRIPTION DATE APPROVED

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DIMISION OF OPERATIONS OREGON STATE OFFICE

HOLY WATER
COMMERCIAL THINNING/SALVAGE
ROSEBURG DISTRICT OREGON

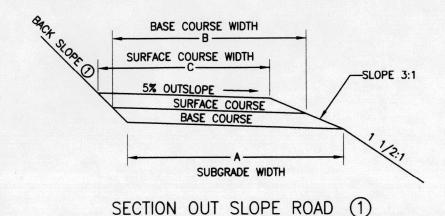
ENGINEERING APPROVAL
SUBMITTED
RECOMMENDED
APPROVED

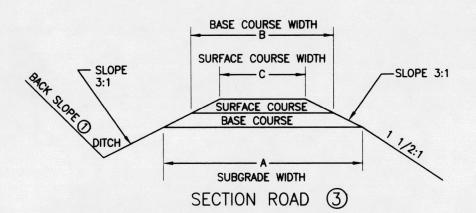
DRAWN: T.McNAMARA
DATE: 12/14/2011 SHEET 1 OF 6

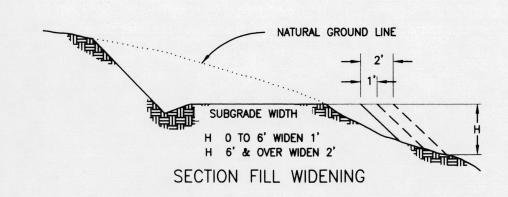
DRAWING NO.OR10-TS12-09

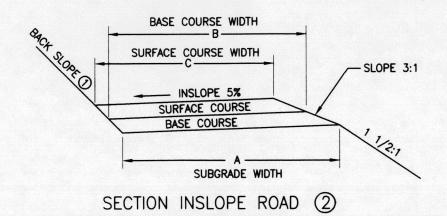
BLM #

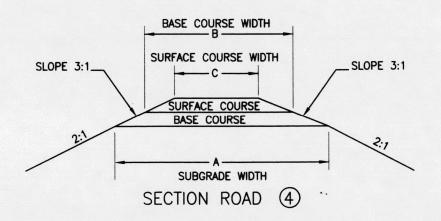


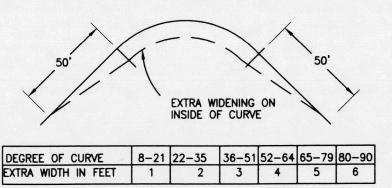




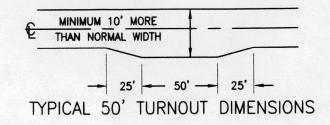






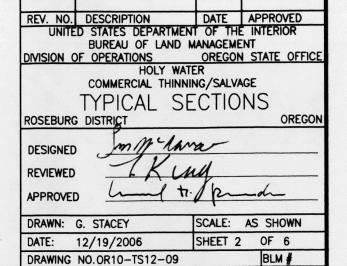


CURVE WIDENING TABLE FOR NON-DESIGN ROADS OR AS SHOWN ON PLANS. MAX 75° CURVE OR AS SHOWN ON PLANS.

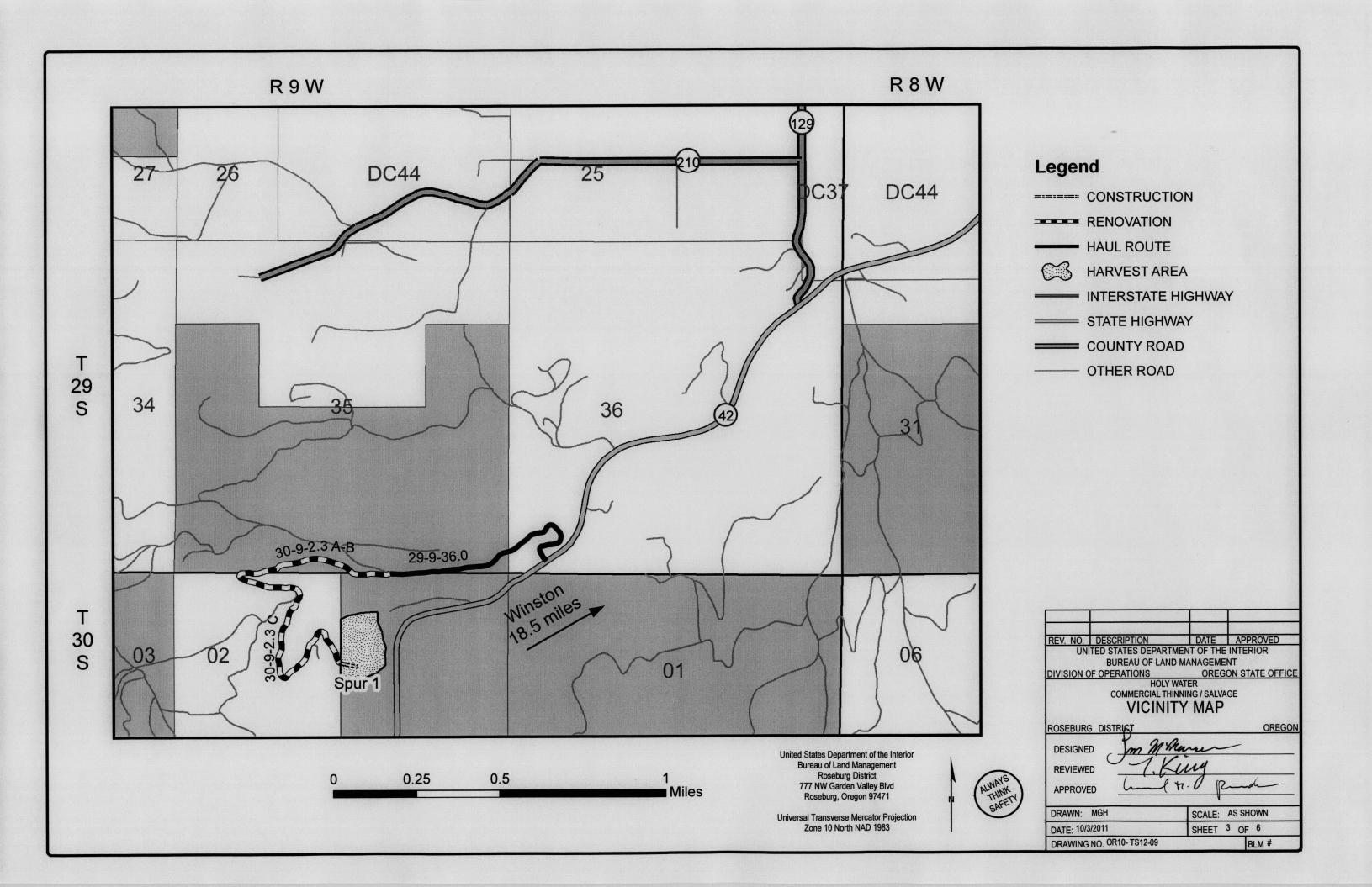


### NOTES:

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





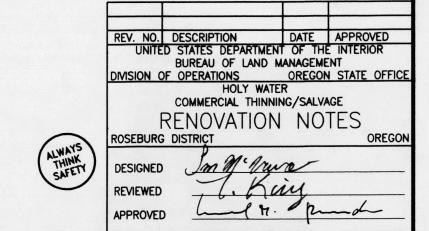


### ROAD RENOVATION

#### Notes:

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

STATION	DESCRIPTION
	ROAD NO. 30-9-2.3 A-B
0+00	BEGIN RENOVATION   THE JCT OF 30-9-2.3 AND 29-9-36.0 BEGIN BRUSHING, BLADING, COMPACTION, CUT AND DECK WINDFALL & CLEAN CULVERTS
18+80	PROPERTY LINE LEAVE BLM; ENTER JOHNSON PROPERTY
35+90	END RENOVATION
	ROAD NO. 30-9-2.3 C
0+00	BEGIN RENOVATION ● THE JCT OF 30-9-2.3C AND SPUR RIGHT BEGIN BRUSHING, BLADING, CUT AND DECK WINDFALL & CLEAN CULVERTS
8+00	EXISTING CULVERT
12+70	EXISTING CULVERT
15+70	EXISTING CULVERT
16+15	EXISTING CULVERT
18+60	SPUR JCT LEFT
20+55	SPUR JCT RIGHT
23+55	SPUR JCT RIGHT
30+50	SHIFT ROAD 5 FEET RIGHT
32+35	PROPERTY LINE LEAVE JOHNSON PROPERTY; ENTER BLM
32+75	END RENOVATION, BEGIN CONSTRUCTION SPUR 1



SCALE: AS SHOWN

BLM #

SHEET 4 OF 6

DRAWN: T. McNAMARA

DATE: 12/14/2011

DRAWING NO. OR10-TS12-09

	SPUR	# 1	
STA	DISTANCE	BEARING	% GRADE
0+00	37	S42E	4%
0+37	14	S41E	12%
0+51	73	S47E	15%
1+24	64	S52E	11%
1+88	43	S48E	4%
2+31			

