

This Advertisement Includes:
Parcel 1 – Buckner Creek Thinning

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306**

Date: January 14, 2011

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. The timber sale will commence at 9:00 a.m., on Wednesday, February 16, 2011.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Molalla Pioneer on or about January 19, 2011. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

AN ENVIRONMENTAL ASSESSMENT was prepared for each timber sale tract, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for each timber sale tract at the Salem District Office.

A WRITTEN BID on Form 5440-9 at not less than the advertised appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, must be completed by the successful bidder for all contracts over \$10,000. Form 1140-8, Equal Opportunity Compliance Report Certification, must also be completed by the successful bidder. Form 5450-17, Export Determination, must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

LOG EXPORT AND SUBSTITUTION: All timber sales 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 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

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 occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. 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.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

Attachments:

- Form 1140-4
- Form 5450-17
- Form 5440-9

TIMBER SALE NOTICE

SALEM DISTRICT
CASCADES RESOURCE AREA
CLACKAMAS-MOLALLA MASTER UNIT

SALE DATE: February 16, 2011

ORS000-TS11-503, BUCKNER CREEK THINNING
CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$15,400.00

All timber designated for cutting on NE¼NE¼, SW¼NE¼, NW¼SE¼, Sec. 11, T.4S., R.2 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE. Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
4051	640	1390	Douglas-fir	759	\$202.80	\$153,925.20
4051	640	1390	Totals	759		\$153,925.20

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

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

CRUISE INFORMATION: The timber volumes are based on a 3P cruise on 51 acres of partial cut and the 1 acre Right of Way timber volumes were based on a 100% cruise using form class tables for estimating board feet volume of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 13.5 inches DBHOB; the average log contains 42 bd. ft.; the total gross volume is approximately 781 MBF; and 97% recovery is expected.

CUTTING AREA: 2 units totaling approximately 51 acres shall be partial cut and approximately 1 acre of right-of-way shall be clearcut. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

CONTRACT TERMINATION: 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 occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;

4. 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.

DURATION OF CONTRACT: Will be **12 months** for cutting and removal of timber.

LOCATION: The Buckner Creek Thinning Timber Sale is located approximately 6 miles East of Mulino, Oregon. Take OR-213 N/Cascade Hwy and turn South East onto S. Eldorado Road. Follow S. Eldorado Road for 0.4 miles, head East on S. Buckner Creek Road. Follow S. Buckner Creek Road for approximately 4 miles and turn North onto Larkin Road. Follow Larkin Road for approximately 1 mile and turn West onto Burk Road. Unit 1 is approximately 0.3 miles at the end of Burk Road.

ACCESS AND ROAD MAINTENANCE:

In the use of Bureau of Land Management controlled road which the Purchaser is authorized to use, the Purchaser will be required to perform all the maintenance.

In the use of W. Gary Deardorff controlled road which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement, purchase the merchantable right-of-way timber, improve the road, perform all maintenance and be required to carry liability insurance with limits not less than the following: (a) bodily injury \$100,000.00 for injury or death of one person, \$300,000.00 - for any one occurrence; and (b) property damage \$300,000.00 for any one occurrence and obtain a performance bond in the amount of \$1,000.00 in favor of Deardorff.

In the use of Hoffman controlled road which the Purchaser is authorized to use, the Purchaser will be required to perform maintenance during use.

In the use of Burk road, located on a donated public access right-of-way; Clackamas County indicates road is a user maintenance road, the Purchaser will be required to perform maintenance during use.

Purchaser maintenance shall include frequent blading and shaping of road surface; spot rocking; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

Alternate access is available but will require a contract modification. Contact District personnel for more detailed information.

ROAD CONSTRUCTION, IMPROVEMENT AND RENOVATION: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. **Road Construction:**

Road 4-2E-11.03 ext. segments B and D. 2,238 feet, 14-foot subgrade out-sloped, surfacing - dirt.

2. **Road Improvement:**

Road 4-2E-11.03 ext. segment C. 580 feet, 14-foot subgrade outsloped, surfacing - dirt.

3. Renovation:

Renovate approximately 6/10 mile of road on public access right-of-way and an easement. Renovation will include but not be limited to reshaping the roadway, spot rocking, compaction, roadside brushing, spot ditch cleaning and cleaning inlet, outlet and barrel of existing culverts as needed.

4. Estimated Quantities:

- a. Clearing:
1.3 acres of new construction
0.3 acre of road improvement
- b. Excavation:
303 cubic yards of common

5. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
<u>280 cubic yards (Truck Measure)</u>	<u>1" minus crushed rock</u>

Rock Source: Commercial Sources

Watering: as needed to lay dust and compact subgrade

Rolling: minimum 8 hours for subgrade compaction

6. Miscellaneous Items:

- a. Right-of-way Debris Disposal:
Debris shall be disposed of by scattering on government lands.
- b. Purchaser shall be required to purchase merchantable right-of-way logs from private landowner on road 4-2E-11.03 segment C, in accordance with License Agreement.
- c. The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, for the purpose of laying dust on 6/10 mile of road.
- d. After completion of haul, construct five debris barricades and water-bar 4/10 mile of natural surface roads.

7. OTHER:

All earth disturbing equipment shall be cleaned and inspected prior to entry onto BLM land.

Prior to any excavation or road maintenance work, the Purchaser shall contact the Utilities Notification Center to insure that buried utilities are located and protected.

SPECIAL ATTENTION ITEMS:

- Sec. 40.a,b,c. Trees to be removed marked with blue paint.
- Sec. 41.h. Yarding requirements: ground-based.
- Sec. 41.i. Seasonal restrictions.
- Sec. 41.j. Weekend operation restrictions.
- Sec 41.l. Partington road restrictions.
- Sec. 41.n.o.p. Warning signs for traffic.

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 41.d.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

- The designation and sale of additional timber, such as hazard or damaged trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stands being thinned;
- Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;
- The use of unilateral modifications executed by BLM for such additional timber and replacement timber;
- Revocation of the purchaser’s right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer.

Seasonal Restriction Matrix

Restricted Times are Shaded ¹

Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	
Falling, bucking, all yarding and winching – Bark Slippage ¹ All units.																									
Mechanized falling, Ground-based yarding, road stablization,-- Wet soil conditions ² All units.																									
Tractor Operations and hauling on natural surface and gravel roads –Wet season restrictions ²																									

¹ Bark slip seasonal restrictions may be conditionally waived.
² Wet season restrictions may be shortened or extended depending on weather conditions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

OMB CLEARANCE
NO. 1004-0058 EXPIRES MAY 31, 1983

Location of facility where Federal Timber is expected to be processed.

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a.. Export (date) _____

(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

*See 43 CFR 5424.0-5

Name of Firm _____

Signature of Signing Officer _____

Title _____

Date _____

(See statement on reverse)

Form 5450-17 (June 1981)

The Bureau of Land Management collects this information pursuant to the law(see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO.1004-0113
Expires: July 31, 1995

DEPOSIT AND BID FOR

- TIMBER*
 VEGETATIVE RESOURCE
(Other Than Timber)

LUMP SUM SALE

Tract Number

ORS000-TS11-503

Sale Name

Buckner Creek Thinning

Sale Notice (dated)

January 14, 2011

BLM District

Salem

Sealed Bid for Sealed Bid Sale

Written Bid for Oral Auction Sale

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$ _____ and is enclosed in the form of cash money order bank draft

cashier's check certified check bid bond of corporate surety on approved list of the United States Treasury

guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED

ORAL BID MADE

PRODUCT SPECIES	BID SUBMITTED			ORAL BID MADE		
	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	759	x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

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

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

This information is being collected to obtain data relevant to the operation of this timber sale contract.
 This information will be used to administer our timber sale program.
 Response to this request is required to obtain a benefit.

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

BURDEN HOURS STATEMENT

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **A WARD 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 5150.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on 5 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.

*Applies to Timber Only

16. EQUAL OPPORTUNITY CLAUSE - This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the *Equal Opportunity Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. LOG EXPORT - All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension

or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less, or (6) shakes and shingles. in event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions. *

18. DETAILED INFORMATION - Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1717 FABRY ROAD SE
SALEM, OREGON 97306

PROSPECTUS ORDER

Please send to:

NAME: _____
(Please Print)

ADDRESS: _____

Prospectuses for the following timber tracts in advertising for the Salem District Timber Sale to be held on February 16, 2011.

<u>TRACT NO.</u>	<u>SALE NAME</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Requester Name)

The prospectus will also be available at the following website:
<http://www.blm.gov/or/districts/salem/timbersales/index.php>

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Salem District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306

ORS000-TS11- 503
Buckner Creek Timber Sale

Date: January 14, 2011

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. The timber sale will commence at 9:00 a.m., on Wednesday, February 16, 2011.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Molalla Pioneer on or about January 19, 2011. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

AN ENVIRONMENTAL ASSESSMENT was prepared for each timber sale tract, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for each timber sale tract at the Salem District Office.

A WRITTEN BID on Form 5440-9 at not less than the advertised appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, must be completed by the successful bidder for all contracts over \$10,000. Form 1140-8, Equal Opportunity Compliance Report Certification, must also be completed by the successful bidder. Form 5450-17, Export Determination, must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

LOG EXPORT AND SUBSTITUTION: All timber sales 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 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CONTRACT TERMINATION: 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 occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. 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.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

Attachments:

- Form 1140-4
- Form 5450-17
- Form 5440-9

TIMBER SALE NOTICE

SALEM DISTRICT
CASCADES RESOURCE AREA
CLACKAMAS-MOLALLA MASTER UNIT

SALE DATE: February 16, 2011

ORS000-TS11-503, BUCKNER CREEK THINNING
CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$15,400.00

All timber designated for cutting on NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11, T.4S., R.2 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE. Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
4051	640	1390	Douglas-fir	759	\$202.80	\$153,925.20
4051	640	1390	Totals	759		\$153,925.20

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

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

CRUISE INFORMATION: The timber volumes are based on a 3P cruise on 51 acres of partial cut and the 1 acre Right of Way timber volumes were based on a 100% cruise using form class tables for estimating board feet volume of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 13.5 inches DBHOB; the average log contains 42 bd. ft.; the total gross volume is approximately 781 MBF; and 97% recovery is expected.

CUTTING AREA: 2 units totaling approximately 51 acres shall be partial cut and approximately 1 acre of right-of-way shall be clearcut. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

CONTRACT TERMINATION: 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 occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;

4. 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.

DURATION OF CONTRACT: Will be **12 months** for cutting and removal of timber.

LOCATION: The Buckner Creek Thinning Timber Sale is located approximately 6 miles East of Mulino, Oregon. Take OR-213 N/Cascade Hwy and turn South East onto S. Eldorado Road. Follow S. Eldorado Road for 0.4 miles, head East on S. Buckner Creek Road. Follow S. Buckner Creek Road for approximately 4 miles and turn North onto Larkin Road. Follow Larkin Road for approximately 1 mile and turn West onto Burk Road. Unit 1 is approximately 0.3 miles at the end of Burk Road.

ACCESS AND ROAD MAINTENANCE:

In the use of Bureau of Land Management controlled road which the Purchaser is authorized to use, the Purchaser will be required to perform all the maintenance.

In the use of W. Gary Deardorff controlled road which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement, purchase the merchantable right-of-way timber, improve the road, perform all maintenance and be required to carry liability insurance with limits not less than the following: (a) bodily injury \$100,000.00 for injury or death of one person, \$300,000.00 - for any one occurrence; and (b) property damage \$300,000.00 for any one occurrence and obtain a performance bond in the amount of \$1,000.00 in favor of Deardorff.

In the use of Hoffman controlled road which the Purchaser is authorized to use, the Purchaser will be required to perform maintenance during use.

In the use of Burk road, located on a donated public access right-of-way; Clackamas County indicates road is a user maintenance road, the Purchaser will be required to perform maintenance during use.

Purchaser maintenance shall include frequent blading and shaping of road surface; spot rocking; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

Alternate access is available but will require a contract modification. Contact District personnel for more detailed information.

ROAD CONSTRUCTION, IMPROVEMENT AND RENOVATION: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. **Road Construction:**

Road 4-2E-11.03 ext. segments B and D. 2,238 feet, 14-foot subgrade out-sloped, surfacing - dirt.

2. **Road Improvement:**

Road 4-2E-11.03 ext. segment C. 580 feet, 14-foot subgrade outsloped, surfacing - dirt.

3. Renovation:

Renovate approximately 6/10 mile of road on public access right-of-way and an easement. Renovation will include but not be limited to reshaping the roadway, spot rocking, compaction, roadside brushing, spot ditch cleaning and cleaning inlet, outlet and barrel of existing culverts as needed.

4. Estimated Quantities:

- a. Clearing:
1.3 acres of new construction
0.3 acre of road improvement
- b. Excavation:
303 cubic yards of common

5. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
<u>280 cubic yards (Truck Measure)</u>	<u>1" minus crushed rock</u>

Rock Source: Commercial Sources

Watering: as needed to lay dust and compact subgrade

Rolling: minimum 8 hours for subgrade compaction

6. Miscellaneous Items:

- a. Right-of-way Debris Disposal:
Debris shall be disposed of by scattering on government lands.
- b. Purchaser shall be required to purchase merchantable right-of-way logs from private landowner on road 4-2E-11.03 segment C, in accordance with License Agreement.
- c. The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, for the purpose of laying dust on 6/10 mile of road.
- d. After completion of haul, construct five debris barricades and water-bar 4/10 mile of natural surface roads.

7. OTHER:

All earth disturbing equipment shall be cleaned and inspected prior to entry onto BLM land.

Prior to any excavation or road maintenance work, the Purchaser shall contact the Utilities Notification Center to insure that buried utilities are located and protected.

SPECIAL ATTENTION ITEMS:

- Sec. 40.a,b,c. Trees to be removed marked with blue paint.
- Sec. 41.h. Yarding requirements: ground-based.
- Sec. 41.i. Seasonal restrictions.
- Sec. 41.j. Weekend operation restrictions.
- Sec 41.l. Partington road restrictions.
- Sec. 41.n.o.p. Warning signs for traffic.

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 41.d.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

- The designation and sale of additional timber, such as hazard or damaged trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stands being thinned;
- Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;
- The use of unilateral modifications executed by BLM for such additional timber and replacement timber;
- Revocation of the purchaser’s right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer.

Seasonal Restriction Matrix

Restricted Times are Shaded ¹

Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Falling, bucking, all yarding and winching – Bark Slippage ¹ All units.																								
Mechanized falling, Ground-based yarding, road stablization,-- Wet soil conditions ² All units.																								
Tractor Operations and hauling on natural surface and gravel roads –Wet season restrictions ²																								

¹ Bark slip seasonal restrictions may be conditionally waived.
² Wet season restrictions may be shortened or extended depending on weather conditions.

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec 40.

RESERVED

- a. All timber on the Reserve Area shown on Exhibit A and all painted orange and/or posted trees which are on or mark the boundaries of the Reserve Area.
- b. All timber except trees marked heretofore by the Government (4,051 trees) with blue paint above and below stump height in Partial Cut Area as shown on Exhibit A.
- c. All hardwood trees larger than eight (8) inches DBH.
- d. All posted trees which mark the boundaries of the Right-of-Way area shown on Exhibit A.

Sec. 41. Special Provisions -

LOGGING

a. Periodic Payment And First Installment Adjustment

1. Notwithstanding the provisions of Sec. 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 Sec. 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 Sec. 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 Sec. 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 Sec. 3(b).

b. Before beginning operations on the contract area for the first time or after a shutdown of fourteen (14) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

c. 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 Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days notice when requesting the scheduling of a prework conference.

d. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of skid trails, danger trees and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

1. All skid trails upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to clear skid trails and landings and cut danger trees when the trees have been marked with a paint color to be designated by the Authorized Officer above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the trees otherwise reserved in Sec. 40 of the contract or any tree that exceeds thirty-two (32.0) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

4. 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 Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to

cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

e. All hazardous trees and snags located in the Partial Cut Areas or the Right-of-Way Areas shown on Exhibit A that must be felled to comply with Sec. 15, Fire Prevention and Slash Disposal, and Sec. 28, Safety and Health, of this contract shall be felled by the Purchaser.

f. No trees may be felled across or into the Reserve Areas shown on Exhibit A or adjacent private land unless authorized by other provisions of this contract and the Authorized Officer. The purchaser shall contact the Utilities Notification Center to insure all overhead and buried utilities are located and protected. Tops, limbs, and other logging debris entering the Reserve Area from felling operations shall be pulled back into the Unit Area, shown on Exhibit A.

g. In the Partial Cut Area shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty-two (42) feet before being yarded unless waived by the Authorized Officer.

h. In the Partial Cut - Ground-based yarding areas shown on Exhibit A, yarding shall be done by equipment operated on designated skid trails. The location of skid trails shall be flagged by the Purchaser and approved by the Authorized Officer prior to falling operations in these areas. The minimum distance between skid trails shall be one hundred fifty (150) feet. Such skid trails shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees, but, in any case, the width of each skid trail shall not exceed twelve (12) feet, measured between trunks of reserve trees. All trees that must be removed to facilitate construction of these skid trails shall be felled and yarded prior to falling operations in the remainder of each Unit as shown on Exhibit A, unless otherwise approved in writing by the Authorized Officer. The Purchaser shall directionally fall trees into lead with the skidding direction and winch to these skid trails. No skidding equipment shall be permitted to operate off these skid trails.

i. Seasonal Restriction:

1. No falling, bucking, yarding or winching operations shall be conducted in the Partial Cut Area as shown on Exhibit A between April 1st and June 15th of the year both days inclusive, to prevent damage from bark slippage unless waived annually by the Authorized.

2. No skidding, mechanized felling or road stabilization shall be conducted on the Contract Areas shown on Exhibit A between November 1 of one calendar year and May 31 of the following year both days inclusive unless waived by the Authorized Officer or during other periods of wet soil conditions as determined by the Authorized Officer.

3. No tractor or hauling operations shall be conducted on natural surface or gravel roads in the Contract Area as shown on Exhibit A during wet conditions when such operations could cause sedimentation, erosion, or unsatisfactory road surface or subgrade conditions, as determined by the Authorized Officer, from November 1 of one calendar year through May 31 of the following calendar year.

- j. No operations shall be conducted on Saturdays and Sundays unless approved by the Authorized officer.
- k. No winching, skidding or yarding is permitted across any stream shown on Exhibit A.
- l. No vehicles or other equipment shall be parked or transported along Partington road, and the Purchaser shall keep it clear of trees, rock, dirt, and debris at all times. Partington Road is not authorized for any use except where Road 4-2E-11.3 crosses Partington Road as shown on Exhibit A.
- m. During logging operations, the Purchaser shall keep the road directly east of Unit 1 along with Road 4-2E-11.3 segment A as shown on Exhibit A clear of trees, rock, dirt, debris, vehicles and other equipment.
- n. The Purchaser shall provide warning signs and/or flaggers to control traffic on Partington Road and 4-2E-11.3 segment A whenever felling operations are in progress in Unit 1 within 200 feet of any existing road as shown on Exhibit A.
- o. The Purchaser shall provide warning signs to control traffic on Burk County Road and Larkin County Road whenever hauling operations are in progress in that area. Warning signs must conform to U.S. Federal Highways Administration Manual on Uniform Traffic Control Devices.
- p. The Purchaser shall provide a minimum of one (1) flagger to control traffic where Burk County Road enters Larkin County Road whenever hauling operations are in progress.

ROAD CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND USE

- q. The Purchaser shall construct, improve and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof. The purchaser shall contact the Utilities Notification Center to insure all overhead and buried utilities are located and protected.
- r. Any required construction, improvement or renovation of roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.
- s. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.
- t. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C provided that the Purchaser comply with the conditions set forth in Section 41.u.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
4-2E-11.3, B & D	0.42	BLM	Natural

u. The Purchaser shall perform any 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.

v. In the improvement and use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-543 dated May 24th, 1962 between the United States of America and W. Gary Deardorff. These conditions include: execution of a license agreement, improving the road for log haul, purchasing merchantable right-of-way volume and maintaining the road during use. This document is available for inspection at the office of the Authorized Officer. Prior to the improvement of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The Purchaser will be required to carry liability insurance with limits in amounts not less than the following: (a) bodily injury \$100,000.00 for injury or death of one person, \$300,000.00 for any one occurrence; and (b) property damage \$300,000.00 for any one occurrence and provide a performance bond of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
4-2E-11.3, C	0.11	Deardorff	Natural

w. Prior to cutting or removing any timber from the road right-of-way on road 4-2E-11.3 segment C, the Purchaser shall pay to W. Gary Deardorff, the owner of the right-of-way timber, the total value of that timber, as shown below, based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth on Exhibit B, or the current market value, whichever is greater.

Species	Estimated Volume	Appraised Price Per MBF	Estimated Volume x Appraised Price
Douglas-fir	0.5 MBF	\$171.60	\$85.80

x. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Access Road Easement, OR066399, dated December 7th, 2010 between the United States of America and Brenton and Julie Hoffman. These conditions include: maintaining the road during use. This document is available for inspection at the office of the Authorized Officer.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
4-2E-11.3, A	0.06	Hoffman	Aggregate

y. 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, 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.

z. The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government-owned or private bridges or culvert structures when such vehicles or equipment exceed the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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

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

Details shall include:

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

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

ENVIRONMENTAL PROTECTION

aa. In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall clean all plant parts and soil from all earth disturbing equipment prior to entry onto lands managed by the BLM unless otherwise agreed by the Authorized Officer to reduce or prevent the spread of noxious weeds to the Contract Area. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto lands managed by the BLM.

bb. In addition to the requirements set forth in Sec. 25 of this contract, in order to reduce or prevent unauthorized off highway vehicles (OHV) use of skid trails, and closed road segments, the Purchaser shall cover such trails and roads with logging slash and debris and block entrances as directed by the Authorized Officer.

cc. If in connection with operations under this contract the Purchaser, his contractors, subcontractors or the employees of any of them, discover, encounter or become 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 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.

dd. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) 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;
- (2) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) 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;
- (4) 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;
- (5) 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;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) 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;
- (8) 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 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation

which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

FIRE PROTECTION

ee. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions when operating at Oregon Department of Forestry (ODF) Industrial Fire Precaution Level (IFPL) I (Closed Fire Season). At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions:

1. Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

2. Provide and maintain in good working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:

(a) Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box or less than one (1) tool for each person working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

(b) At each landing or such other place as the Authorized Officer shall designate during periods of operation, one fire engine/tank truck of one thousand (1,000) gallons or more capacity with five hundred (500) feet of 1 ½ inch hose, five hundred (500) feet of 1 inch hose, 1-1½ inch gated wye, one 1 inch gated wye, 2 - 1½ to 1 inch reducer adapters and 3 - 1 inch nozzles. The fire engine/tank truck shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either PTO driven or truck mounted auxiliary engine driven. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire engines/tank trucks shall be filled with water and made available for immediate use. This includes the keys or similar starting device to the fire engine/tank truck.

(c) Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.

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

3. During Oregon Department of Forestry (ODF) regulated use closure, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

ff. Within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile by securely covering each pile with polyethylene plastic film a minimum of .004 inch thick and at least twenty (20) feet wide. Landing piles shall be 75% covered with the covering extended 3/4 of the way down all sides. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. Piling and covering operations shall be completed within 15 days after completion of hauling logs from each landing unless otherwise directed by the Authorized Officer. If, in the opinion of the Authorized Officer, the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

gg. Notwithstanding the provisions of Sec. 15 of this contract, the Government will be responsible for disposing of slash created by the Purchaser's operations on Government lands, except for piling and pile covering as required herein.

LOG EXPORT RESTRICTIONS

hh. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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 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 remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

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

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. 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 "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 purchaser or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the 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 cost 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.

EQUAL OPPORTUNITY IN EMPLOYMENT

ii. Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, offer, or contract
number or other
identification

EQUAL OPPORTUNITY IN EMPLOYMENT
CERTIFICATION OF NONSEGREGATED FACILITIES

ORS000-TS11-503

By the submission of this bid or offer and/or by entering into this contract, the bidder, offeror, lessee, subcontractor, or applicant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas,

time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is

not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this certification is applicable to all bids, offers, contracts and subcontracts as well as agreements with applicants who are themselves performing federally assisted contracts, which may exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause of the Order.

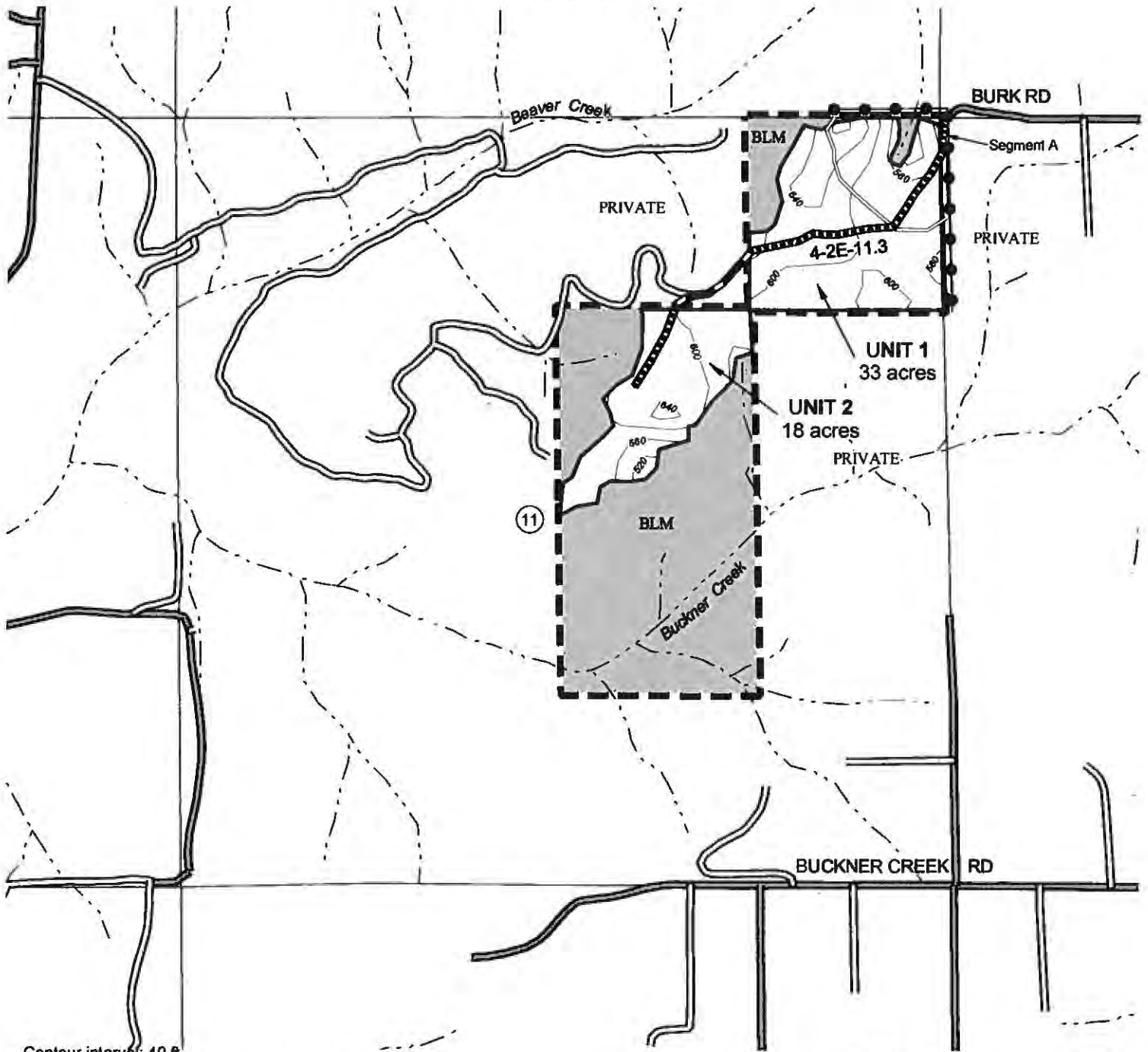
United States Department of Interior
BUREAU OF LAND MANAGEMENT

Buckner Creek Thinning









EXHIBIT A





Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS11-503

T. 4 S., R.2 E., Section 11

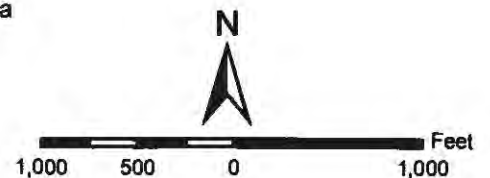


Contour interval: 40 ft.

-  Partial cut - Ground-based yarding
-  Right of Way - Road to be constructed
-  Road to be improved
-  Segment A
-  County road
-  Other existing road
-  Partington Road, not authorized for use
-  Powerline

-  Stream
-  Boundary - Cutting Area
-  Boundary - Contract Area
-  Reserve Area

Unit Area	51 acres
R/W Area	1 acre
Reserve Area	68 acres
Total Contract Area	120 acres



NOTES: Boundary of partial cut areas are painted orange and posted; rights of way of roads to be constructed and improved are posted. Unit acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System Receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

Check Sums: Acres = 52.0 and Trees = 4051

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2011.0503
Buckner Creek Thinning
Sheet 1 of 2

EXHIBIT B
LUMP SUM SALE

=====
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 Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as show below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for the total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on EXHIBIT A
=====

Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
Douglas Fir	759.0	\$ -----	\$ -----
	759.0		\$ -----

=====
The apportionment of the purchase price is as follows:

Unit#:	Unit 1			
Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
2,524	Douglas Fir	479.0	\$ -----	\$ -----
2,524		479.0		\$ -----
		DIVIDED BY ACRES:		33.0
		= \$ PER ACRE:		\$ -----

EXHIBIT B
 LUMP SUM SALE

=====

Unit#: 2 Unit 2

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
----------------------	---------	---------------------	----------------	----------------

=====

1,326	Douglas Fir	233.0	\$ -----	\$ -----
-------	-------------	-------	----------	----------

=====

1,326		233.0		\$ -----
			DIVIDED BY ACRES:	18.0
			= \$ PER ACRE:	\$ -----

Unit#: 3 R/W

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
----------------------	---------	---------------------	----------------	----------------

=====

201	Douglas Fir	47.0	\$ -----	\$ -----
-----	-------------	------	----------	----------

=====

201		47.0		\$ -----
			DIVIDED BY ACRES:	1.0
			= \$ PER ACRE:	\$ -----

U.S. DEPT. OF THE INTERIOR
 Bureau of Land Management
 SALEM DISTRICT - OREGON
 TIMBER SALE CONTRACT
 Road Specifications

Road Number & segment, or Name	Class-	Length (Stations or Miles)		
		New Construction	Improvement	Renovation
4-2E-11.3 seg. A, (Hoffman easement)	18'			0.06 miles
4-2E-11.3 seg. B, C, D	14'	22+38	5+80	
Burk Road	20'			0.50 miles

Section	Sheet	Description
	1	Table of Contents
100	2-7	General
150	8	Road Plan and Detail Sheet
200	9-10	Clearing and Grubbing
300	10-12	Excavation and Embankment
500	12-13	Renovation of Existing Roads
600	13-14	Watering
1200	14-15	Aggregate Surface Course - Crushed Rock Material
1700	16	Erosion Control
1800	16-18	Soil Stabilization
2100	18-19	Roadside Brushing
	20	Roadside Brushing Detail Sheet
	21	Road Plan Map

GENERAL - 100

101 - Prewrite Conference:

A prework conference will be held prior to the start of new construction, improvement and renovation operations. The Purchaser shall request the conference at least 72 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representatives, subcontractors and his or their representatives and the Authorized Officer and/or her 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:

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

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

ACI - American Concrete Institute

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

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Road Centerline - Longitudinal center of roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

102a - Tests Used in These Specifications:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
<u>AASHTO T 27</u>	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.

<u>AASHTO T 90</u>	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers.
<u>AASHTO T 176</u>	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
<u>AASHTO T 180</u>	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
<u>AASHTO T 191</u>	<u>Sand Cone.</u> Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
<u>AASHTO T 205</u>	<u>Rubber balloon.</u> Density of soil in place. Use for compacted or firmly bonded soil.
<u>AASHTO T 210</u>	Durability of aggregates based on resistance to produce fines.
<u>AASHTO T 224</u>	Correction for coarse particles in the soil.
<u>AASHTO T 238</u>	Determination of density of soil and soil-aggregates in place by nuclear methods.
<u>AASHTO T 248</u>	Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
<u>DES. E-12</u>	Determination of relative density of cohesionless soils.
<u>DMSO (dimethyl sulfide)</u>	- Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

103 - Compaction equipment shall meet the following requirements:

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

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

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

U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT OFFICE - OREGON

150: ROAD PLAN AND DETAIL SHEET

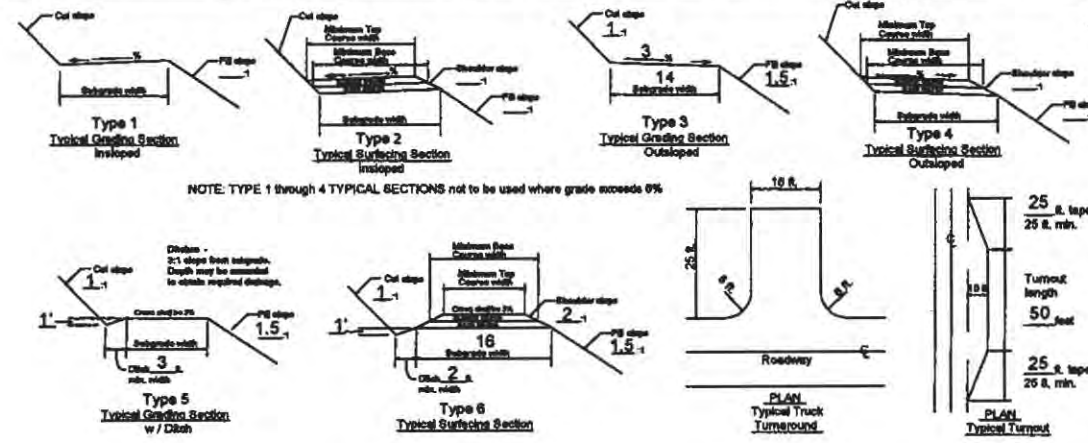
Sale Name Buckner Creek Thinning

EXHIBIT C

Contract No. ORS000-TS11-503

Sheet 8 of 21

ROAD NUMBER	STATION OR MILE POST	TO STATION OR MILE POST	LENGTH ml. or sta.	TYPICAL SECTION TYPE	ALIGNMENT Minimum Radius of Curve	ROAD WIDTH (*1 & 4)		GRADIENT		CLEARING WIDTH (*7)				SURFACING (*9)						REMARKS						
						Subgrd.	Ditch	Maximum Favorable	Maximum Adverse	Beyond		Existing roads (*6)		BASE COURSE			SURFACE COURSE									
										Top Cut	Toe Fill	L	R	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	Minimum Width		Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts		
4-2E-11.03	0+00	0+06	0.06	6		18	2			-	-	4	4												Renovation	
4-2E-11.03 ext.	0+00	16+03	16+03	3	75'	14	-	4	7	5	5														New Construction	
4-2E-11.03 ext.	16+03	21+83	5+80	3	75'	14	-	3	3	-	-	4	4												Improvement	
4-2E-11.03 ext.	21+83	28+18	6+35	3	75'	14	-	7	2	5	5														New Construction	
Burk Road	0+00	0+50	0.50	6		20	2					4	4												Renovation	

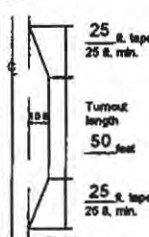
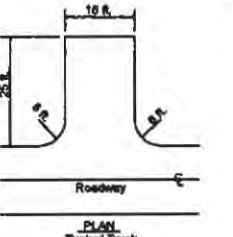


- *NOTES**
- Extra subgrade width.**
Add to each shoulder, 1 ft. for fills of 1-8 ft. and 2 ft. for fills over 8 ft. Widen the inside shoulder of curves as follows:
(See Road Plan Map, Exhibit C)
 - Backslopes.**

Materials	Cut slopes	Fill slopes
Solid rock	1/4:1	Angle of repose
Soft rock and shale	1/2:1	
Common		
Slopes under 50%	1:1	1-1/2:1
Slopes over 50%	3/4:1	1-1/2:1

Note: Full bench construction is required on side slopes exceeding 80%.
 - Surface type.**

PRR - Pfl run rock	Grading A - 3" B - 2" C - 3" jaw run D - 1 1/2" E - 3/4"
GRR - Grid rolled rock	
SRN - Screened rock	
JRR - Jaw run rock	
ABC - Aggr. base course	
ABC - Aggr. surface course	
WC - Wood chips	
 - Turnouts.**
Width - 10 ft. in addition to subgrade width, or as shown on the plans.
Located approximately as shown on the plans. Intervisible and not more than 750 ft. apart.
 - Surfacing.**
Turnouts, curve widening and road approach aprons shall be surfaced.
 - Cleaning width.** 2100
 - As posted and painted for Right-of-Way, otherwise 5.
 - Grading (Renovation).**
See Section 500.
 - Drainage.**
See Culvert Summary, Sheet N/A of N/A.
 - Compaction.** 300 and 500



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 and as staked on the ground.
- 202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 5 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 Subsection 202 as shown on the plans and as posted.
- 203a - Brush under 2 feet in height need not be cut within the limits established for clearing.
- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing unless otherwise authorized.
- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a, 204b, 204c, 204d and 204e, between the top of the cut slope and the toe of the fill slope. Undisturbed stumps, roots and other solid objects which will be a minimum of 1 foot below subgrades or slope surfaces or embankments are excepted.
- 204a - Stumps, including those overhanging cut banks, shall be removed within the required excavation limits.
- 204b - Stumps and other protruding objects shall be completely removed within the limits of required embankments having heights of less than 4 feet. When authorized, stumps and other nonperishable objects may be left provided they do not extend more than 6 inches above the existing ground line.
- 204c - On excavated areas, roots and embedded wood shall be removed to a depth not less than 6 inches below the subgrade.
- 204d - On areas to be occupied by embankments having heights greater than 4 feet, no stump or portion thereof shall remain within 3 feet of embankment subgrades or slope surfaces after grubbing is completed.
- 204e - Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- 205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- 206 - Clearing and grubbing debris shall be disposed of by scattering in accordance with Subsection 210.

- 206a - Notwithstanding Subsections 204 and 204a, 204d and 205, clearing and grubbing debris resulting from landing construction shall be placed at a disposal site and shall not be covered with excavated material. Location of disposal site(s) will be determined by the Authorized Officer.
- 210 - Disposal of clearing and grubbing debris, stumps and cull logs shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 210b - Clearing and grubbing debris and stumps and cull logs resulting from road improvement or construction on non-Government property shall be loaded and hauled to Government lands. Disposal shall be by scattering in accordance with Subsection 210.
- 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

- 301 - 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 and as marked on the ground.
- 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.
- 304 - Borrow shall consist of suitable material required for the construction of embankments or for other portions of the work; such material shall be obtained from sources selected by the Purchaser at his option and approved by the Authorized Officer.
- 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 and as marked on the ground.

- 305a - Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material and other deleterious materials and shall be placed and compacted as specified.
- 305b - Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding 8 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.
- 306 - Layers of embankment, final subgrade and selected roadway excavation material as specified under Subsections 305a, 305b and 317 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 103i.
- 306a - Minimum compaction for each layer of embankment, and selected roadway excavation material placed shall be 1 hour of continuous compacting for each 150 cubic yards or fraction thereof.
- 306e - The final subgrade, including landings, shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103f and 103i. Minimum compaction shall be 1 hour of continuous compacting for each 4 stations of road or fraction thereof as measured along the center line of the constructed road.
- 312 - When material encountered in cuts at subgrade, is suitable for use in forming the finished roadbed, the top 6-inch layer of the subgrade shall be thoroughly scarified for the full width of the roadbed. Roots, sod, and other deleterious material or stones that will not pass a 6-inch square opening shall be removed. The scarified material shall be processed to the optimum moisture content suitable for maximum density and compacted in accordance with Subsection 306.
- 313 - In cut areas where solid rock is encountered at, or near subgrade, the rock shall be excavated to a minimum depth of 6 inches below subgrade elevation and the excavated area backfilled with suitable material. The backfill material shall be processed to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306.
- 314 - When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of 2 feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of subsection 306. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 316 - Borrow material from sources selected at the Purchaser's option shall be inspected and approved in writing by the Authorized Officer prior to placement.

- 317 - Selected borrow shall consist of talus material, finely broken rock, gravel, or other material of granular or favorable characteristics.
- 318 - Selected borrow or selected roadway excavation material shall be uniformly spread on the roadbed in lifts not to exceed 8 inches in depth until the required thickness is attained.

Each layer shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306.
- 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.
- 321 - Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321c.
- 321c - End-dumping will be permitted for the placement of excess materials under Subsection 321 within areas approved by the Authorized Officer. Watering, rolling, and placement in layers is not required. Materials placed shall be sloped, shaped, and otherwise brought to a neat and sightly condition acceptable to the Authorized Officer.
- 322 - If selected coarse rock is encountered in the excavation, it shall be conserved for slope protection or special rock embankment purposes and placed as directed by the Authorized Officer.
- 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.
- 327 - The finished grading shall be approved in writing by the Authorized Officer for the total project. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

RENOVATION OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, and as shown on the plans.
- 501a - This work shall include the removal and disposal of slides in accordance with these specifications.

- 502 - The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following locations:

Road No. or Name	From Milepost	To Milepost
4-2E-11.3 seg. A, (Hoffman easement)	0.00	0.06
Burk Road	0.00	0.50

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

- 506 - The inlet end of existing drainage structures at the following locations:

Road No. or Name	From Milepost	To Milepost
4-2E-11.3 seg. A, (Hoffman easement)	0.00	0.06
Burk Road	0.00	0.50

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.

- 508 - Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations:

Road No. or Name	From Milepost	To Milepost
4-2E-11.3 seg. A, (Hoffman easement)	0.00	0.06
Burk Road	0.00	0.50

shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.

- 509 - The finished grading shall be requested and approved in writing. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

WATERING - 600

- 601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.

- 602 - Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods where the road crosses private property.
- 603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- 605 - The Purchaser shall secure the necessary water permits and pay all required fees for use of the water source(s) selected by the Purchaser.

AGGREGATE SURFACE COURSE - 1200
CRUSHED ROCK MATERIAL

- 1201 - This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock material on roadbeds approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road.
- 1202a - Crushed rock materials used in this work may be obtained from commercial source(s) selected by the Purchaser at his option and expense, providing the rock materials furnished comply with these specifications.
- 1203 - When crushed rock material is produced from gravel, not less than 65 percent by weight of the particles retained on the No. 4 sieve will have 3 manufactured fractured faces. If necessary to meet the above requirements, or to eliminate an excess of filler, the gravel shall be screened before crushing.

- 1204 - Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1204

AGGREGATE SURFACE COURSE
CRUSHED ROCK MATERIAL

Percentage by weight passing square mesh sieves
 AASHTO T 11 & T 27

GRADATION

Sieve Designation	D
1-inch	100
3/4-inch	-
1/2-inch	-
No. 4	30-60
No. 8	-
No. 30	-
No. 40	5-30
No. 200	3-15

- 1208a - Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.
- 1209 - Shaping and compacting of roadbed shall be completed and approved, prior to placing crushed rock material in accordance to the requirements of Subsection 500 for placing on the roadbed.
- 1210 - Crushed rock material conforming to the requirements of these specifications shall be placed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and then adding or removing crushed rock material until the surface is smooth and uniform.
- 1210a - Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing required by this specification.
- 1211 - Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

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, straw bales, wattles 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.
- 1703 - This work shall consist of furnishing and installing erosion control measures in accordance with these specifications and as directed by the Authorized Officer.
- 1704 - The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of Section 1800.
- 1706a - The Purchaser shall perform, during the same construction season, erosion control measures on all exposed excavation, borrow, and embankment areas.
- 1707 - Natural surface road segments completed and partially completed, to be carried over the winter and early spring periods, shall be stabilized by seeding and fertilizing in accordance with section 1800.
- 1708 - Newly constructed roads to be carried over the winter period, shall be blocked to vehicular traffic.
- 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 fertilizing on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is required for road acceptance under Section 18 of this contract.
- 1802a - Soil stabilization work consisting of seeding, and fertilizing shall be performed on new road construction, road renovation, road improvements and disturbed areas in accordance with these specifications and as shown on the plans.
- 1803 - Soil stabilization work as specified under Subsections 1802a shall be performed during the following seasonal periods:

From: September 1
From: May 1

To: November 15,
To: June 30,

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas in accordance with Subsection 1707, 1708 and 1708a 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.
- 1806 - The Purchaser shall apply the seed mixture to the corresponding seeding projects as shown on the plans and listed below:

Name of Project	Acreage	Seed Mixture	Application Method
Buckner Creek Thinning area	1.2	Native grass seed to be provided by the BLM	1816b

- 1806a - Additional soil stabilization work consisting of seeding and fertilizing 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.
- 1808 - Fertilizer shall be a standard commercial grade of fertilizer conforming to all State and Federal regulations. Fertilizer furnished shall provide the minimum percentage of available nutrients as specified below:

Available nitrogen	(16%)
Available phosphoric acid	(16%)
Potassium	(16%)

The Authorized Officer will take what samples deemed necessary for determining compliance with the above requirements.

Fertilizer shall be furnished in new sealed and properly labeled containers with name, weight, and guaranteed analysis of contents clearly marked. Material failing to meet these requirements, or that which has become wet or otherwise damaged in transit or storage, will be subject to rejection by the Authorized Officer.

- 1812 - The Purchaser shall furnish and apply to approximately 1.2 acres designated for treatment as shown on the plans and as specified under Subsection 1802a and 1806, grass seed and fertilizer material at the following rate of application:

a. Dry Application:

Grass Seed	40 lbs./acre
Fertilizer	200 lbs./acre

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

- 1815 - The Purchaser may reduce the application rate on partially covered slopes and no application on areas already well stocked with grass or on rock surfaces.
- 1816 - The seed and fertilizer materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1816b.
- 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. Fertilizer in dry form shall be spread separately at the rates set forth under these specifications and Subsection 1812.
- 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.
- 1823 - No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 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 specifically constructed and configured for cutting vegetation 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 slopes and all limbs below the 2 inch area will be severed from the trunk.

Vegetation shall be cut and removed from the roadbed between the outside shoulder and the ditch centerline and such vegetation shall be cut to a maximum height of 2 inches above the ground and running surface. Limbs below the 2 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- 2104 - Trees in excess of 6 inches in diameter 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 2 inches 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 2 inches of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 2 feet 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 2 feet in height shall be cut within these areas.
- 2108 - Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 - Debris resulting from this operation shall be scattered down-slope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 2 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 the Authorized Officer.
- 2111 - Vegetation cut in the following locations shall be loaded and hauled to Government lands:

Road No. or Name	From Milepost	To Milepost
4-2E-11.3 seg. A, (Hoffman easement)	0.00	0.06
Burk Road	0.00	0.50

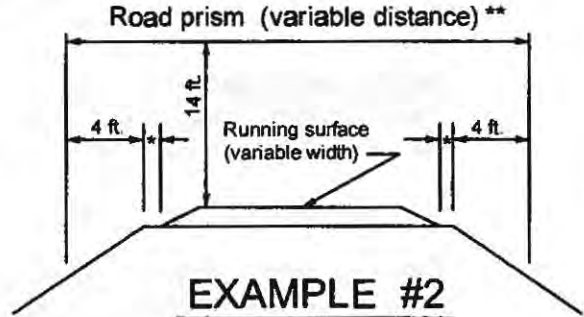
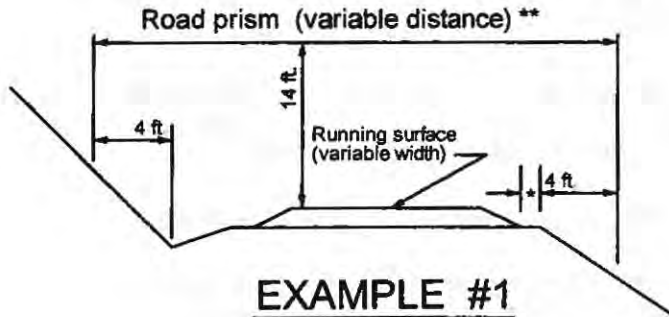
- 2113 - Roadside brushing shall be accomplished as shown on the plans and as listed below:

Road No. or Name	Miles	From Milepost	To Milepost
4-2E-11.3 seg. A, (Hoffman easement)	0.06	0.00	0.06
Burk Road	0.50	0.00	0.50

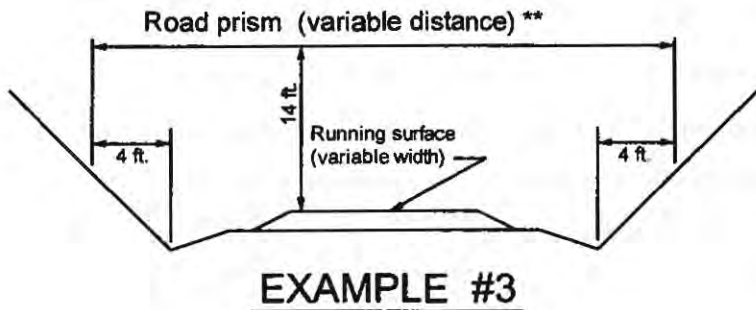
- 2116 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2117 - Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Control Devices.

SALEM DISTRICT - OREGON

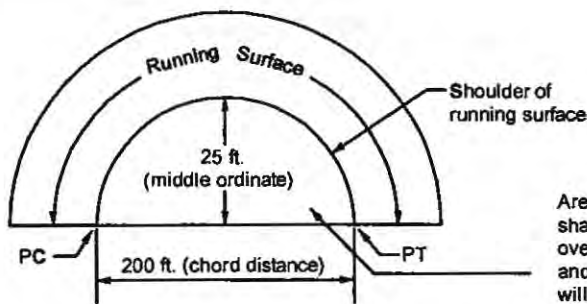
**ROADSIDE BRUSHING
DETAIL SHEET**



(NO SCALE)



- * Variable distance between running surface and start of fill slope
- ** All areas within the variable distance shall be free of all vegetation capable of growing one (1) foot in height or higher and all overhanging limbs and branches 14 feet in elevation above the running surface



SIGHT DISTANCE DIAGRAM

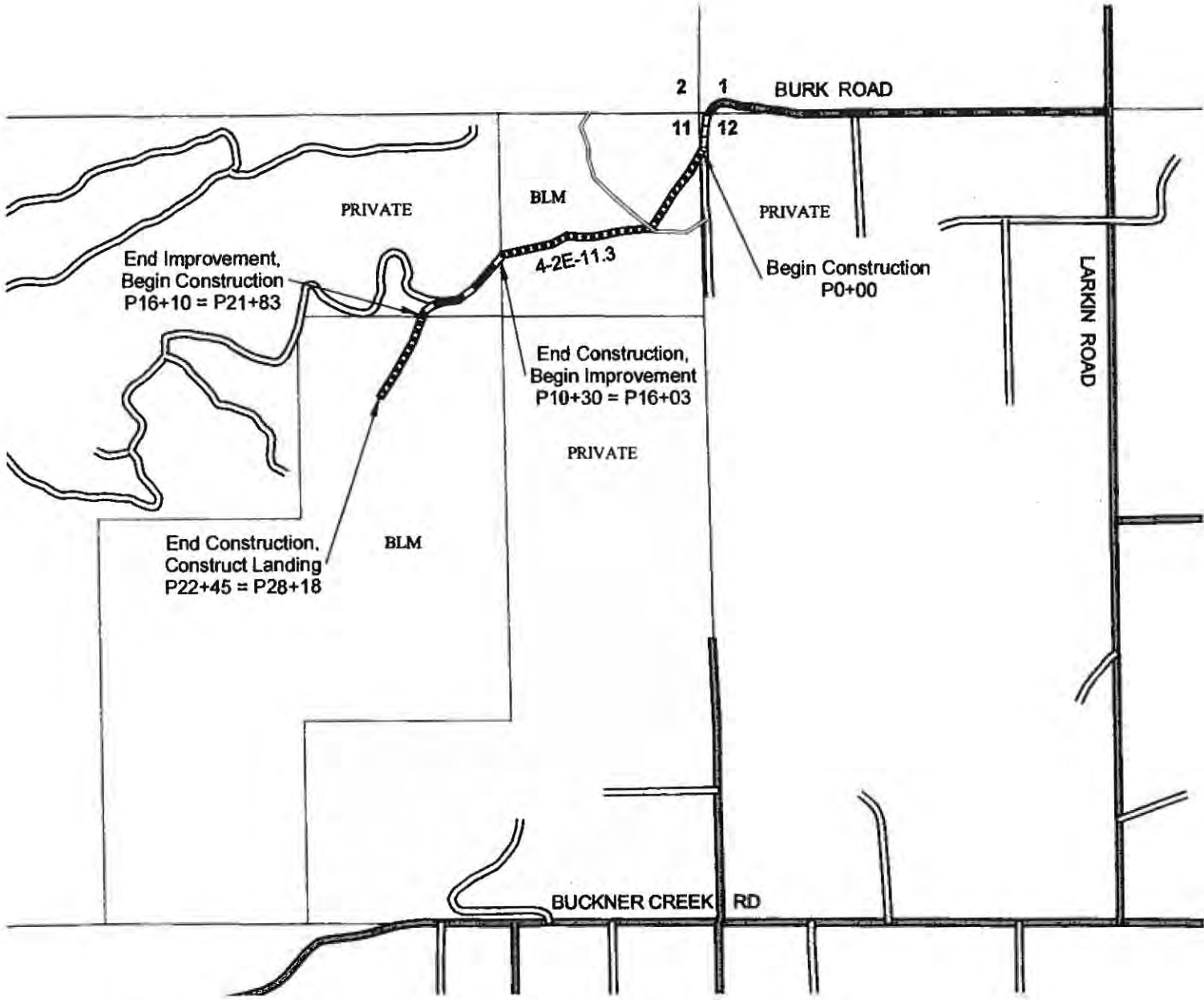
Area to be cut shall be free of overhanging limbs and all vegetation will be cut to a maximum height of one (1) foot








NOTE:

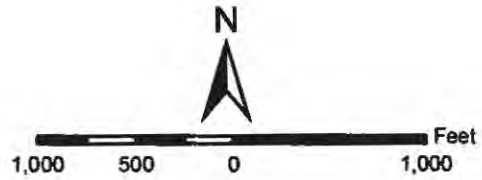
Prior to beginning roadside brushing the purchaser shall establish a control section in a location determined by the Authorized Officer. This section will be used to physically and visually establish acceptable cutting and cleanup standards to be used for the remaining roadside brushing.

United States Department of the Interior
 BUREAU OF LAND MANAGEMENT
 Salem District - Oregon
ROAD PLAN MAP - CONTRACT NO. ORS000-TS11-503

T. 4 S., R.2 E., Section 11



-  New construction
-  Road improvement
-  County road to be renovated and used
-  Private road to be renovated and used under easement
-  County road
-  Other existing road, not authorized for use
-  Partington Road, not authorized for use



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

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

**Timber Sale Contract
Purchaser Road Maintenance Specifications**

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

SECTION	SHEET	DESCRIPTION
3000	2	General
3100	2-4	Operational Maintenance
3200	4	Seasonal Maintenance
3300	4-5	Final Maintenance
3400	5-6	Other Maintenance

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

- 3001 The Purchaser shall be required to maintain all roads listed in sections 41.t., v., x., Special Provisions as shown on the Exhibit E map of this contract in accordance with Sections 3000, 3100, 3200, 3300 and 3400 of this exhibit.
- 3001a The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403, 3403a, 3404, 3405, 3406 and 3406a.
- 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 required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any road shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one-quarter ($\frac{1}{4}$) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor 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.
- 3102 The Purchaser shall furnish and place 250 cubic yards (truck measure) of crushed rock aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on the roadways at locations and in the amounts designated by the Authorized Officer.
- This aggregate shall be used to repair surface failures and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread, and compacted by use of dump trucks, water trucks, and motor patrol grader or similar equipment.
- 3103 The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.

3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.

3104a Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

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 Road Cost Estimator 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 site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (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, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Estimator 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.

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

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road and/or in accordance with Section 2100 of Exhibit C.

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

SEASONAL MAINTENANCE - 3200

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, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.

3202 The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 31, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.

3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.

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

FINAL MAINTENANCE - 3300

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

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

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

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

3304 Within thirty (30) days after completion of log hauling the Purchaser shall water-bar road 4-2E-11.3. All water-bars shall be constructed in strict accordance with the specifications shown on Exhibit H of this contract. Exact locations and quantities to be determined by the Authorized Officer.

3305 Within thirty (30) days after completion of log hauling the Purchaser shall construct five (5) debris barricades consisting of logs, stumps, large rocks, woody debris and earth on road 4-2E-11.3, as shown on the Exhibit E Map. Exact locations to be determined by the Authorized Officer. Construction of barricades shall be in strict accordance with the specifications shown on Exhibit H of this contract.

3306 All disturbed areas on natural surface roads shall be seeded and fertilized. The type of seed and fertilizer as well as the application rates shall be in accordance with the specifications in Section 1800, Exhibit C.

OTHER MAINTENANCE - 3400

3401 The Purchaser shall 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.

3403 The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds³ of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road Number/Name	Stations or Miles
Burk Road	0.50 miles
4-2E-11.3 seg. A, (Hoffman easement)	0.06 miles
4-2E-11.3 seg. B	0+00 to 4+00

3403a

During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds to 5 MPH on the following roads:

Road Number/Name	Stations or Miles
Burk Road	0.50 miles
4-2E-11.3 seg. A, (Hoffman easement)	0.06 miles
4-2E-11.3 seg. B	0+00 to 4+00

Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.

3404

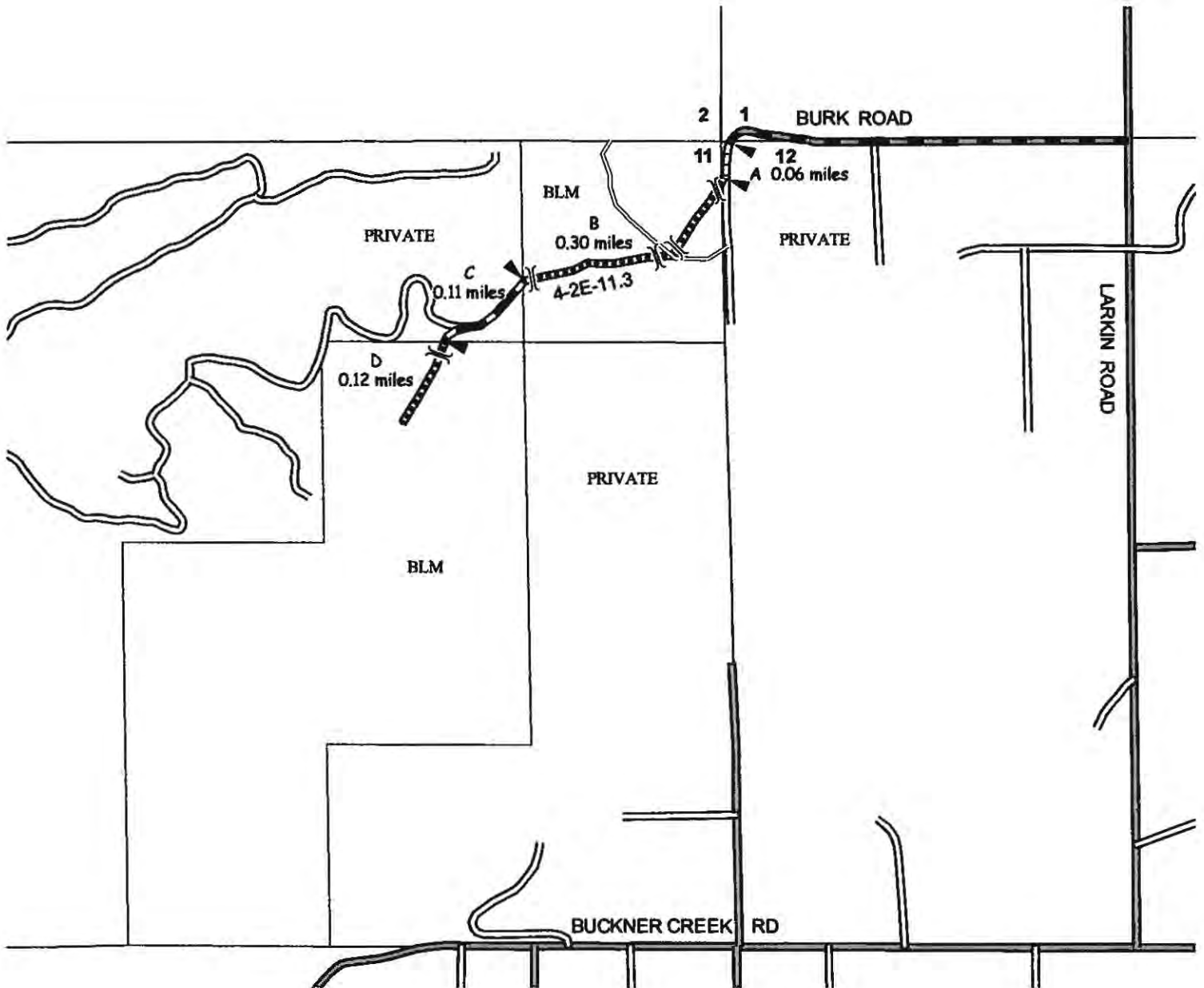
The Purchaser may, at his option and expense, substitute lignin sulfonate, magnesium chloride, or bituminous dust palliatives for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application of the product to be used. Multiple applications may be required to maintain the conditions specified in Subsection 3403.










United States Department of the Interior
 BUREAU OF LAND MANAGEMENT
 Salem District - Oregon

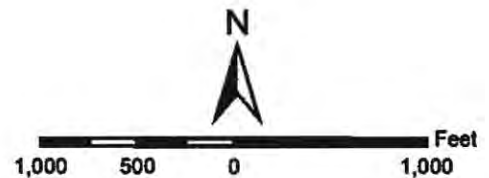
EXHIBIT E
 Buckner Creek Thinning

ROAD USE AND MAINTENANCE MAP - CONTRACT NO. ORS000-TS11-503

T. 4 S., R.2 E., Section 11

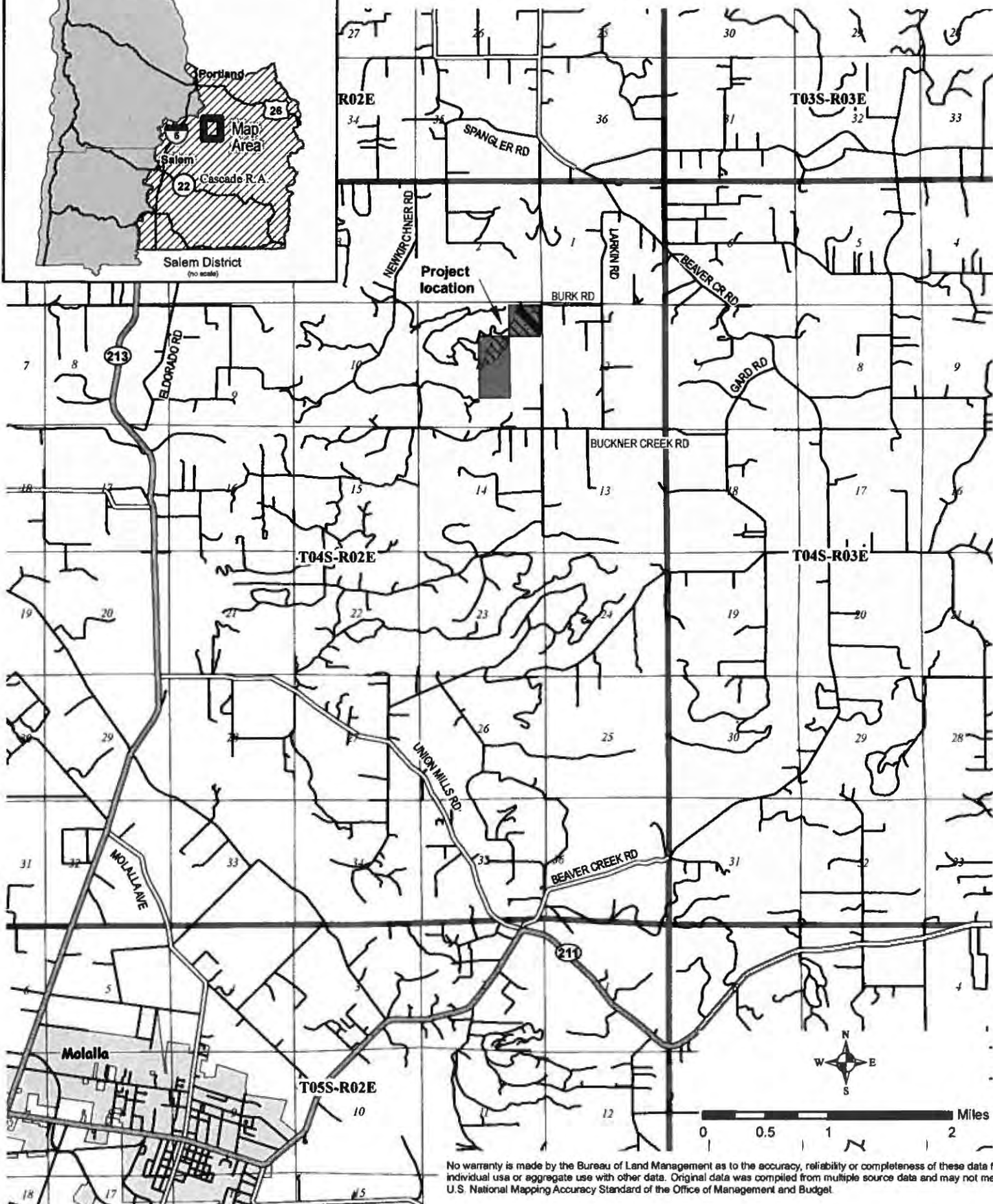
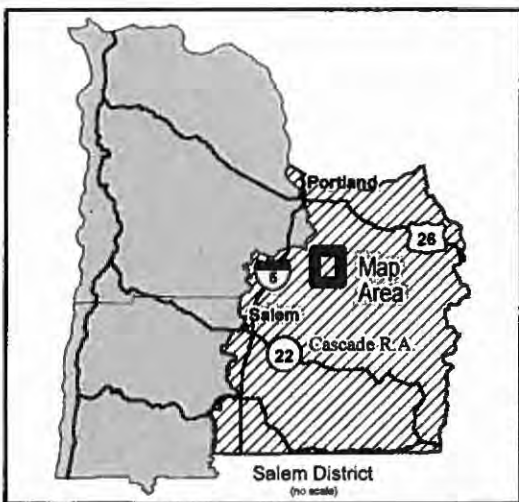


-  BLM road, Purchaser maintenance
-  Private road, Purchaser maintenance
-  County road, Purchaser maintenance
-  Private road easement, Purchaser maintenance
-  County road
-  Other existing road, not authorized for use
-  Partington Road, not authorized for use
-  Construct debris barricade at completion of haul
-  Segment break



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

PROJECT LOCATION MAP



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

OMB CLEARANCE
NO. 1004-0058 EXPIRES MAY 31, 1983

Location of facility where Federal Timber is expected to be processed.

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a.. Export (date) _____

(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

*See 43 CFR 5424.0-5

Name of Firm _____

Signature of Signing Officer _____

Title _____

Date _____

(See statement on reverse)

Form 5450-17 (June 1981)

The Bureau of Land Management collects this information pursuant to the law(see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO.1004-0113
Expires: July 31, 1995

TIMBER*
 VEGETATIVE RESOURCE
(Other Than Timber)

DEPOSIT AND BID FOR

LUMP SUM SALE

Tract Number	ORS000-TS11-503
Sale Name	Buckner Creek Thinning
Sale Notice (dated)	January 14, 2011
BLM District	Salem

Sealed Bid for Sealed Bid Sale Written Bid for Oral Auction Sale

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

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

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

BID SCHEDULE - LUMP SUM SALE

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

PRODUCT SPECIES	BID SUBMITTED			ORAL BID MADE		
	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	759	x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
	MBF		x _____ = _____	x _____ = _____		
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

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

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

This information is being collected to obtain data relevant to the operation of this timber sale contract.
 This information will be used to administer our timber sale program.
 Response to this request is required to obtain a benefit.

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

BURDEN HOURS STATEMENT

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **A WARD 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 5150.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on 5 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.

*Applies to Timber Only

16. EQUAL OPPORTUNITY CLAUSE - This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. LOG EXPORT - All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension

or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less, or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions. *

18. DETAILED INFORMATION - Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

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

Salem
Buckner Creek Thinning
TS 11-503

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	T.4S.	R.2E.	Sec.11	NE1/4 NE1/4.SW1/4 NE 1/4. NW 1/4 SE1/4 W.M.

Cutting Volume (16' MBF)

Unit	DF								Total	Regen	Partial	ROW
1	479								479		33	
2	233								233		18	
R/W	47								47			1
Totals	759								759	0	51	1

Logging Costs per 16' MBF

Stump to Truck	\$	107.27
Transportation	\$	35.42
Road Construction	\$	11.54
Road Amortization	\$	0.00
Road Maintenance	\$	7.55

Other Allowances :

Equipment Washing	\$0.40
Flagger	\$2.37
Misc	\$0.84
Piling	\$2.40
Total Other Allowances :	\$ 6.01

Total Logging Costs per 16' MBF

\$ 167.78

Utilization Centers

Center #1 : Molalla	11 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	11

Length of Contract

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

Profit & Risk

Total Profit & Risk	10 %
Basic Profit & Risk	7 % + Additional Risk 3 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 42 bf	All : 42 bf
Recovery	Douglas-fir : 97 %	All : 97 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		15
Avg Yarding Slope		8 %
Avg Yarding Distance (feet)		600
Avg Age		45
Volume Cable		0 %
Volume Ground		100 %
Volume Aerial		0 %
Road Construction Stations		22.38
Road Improvement Stations		5.80
Road Renovation Stations		29.57
Road Decommission Stations		22.38

Cruise

Cruised By	Jeremy Poteet
Date	09/27/2010
Type of Cruise	3P/100%on R/W
County, State	Clackamas, OR

Net Volume

Green (16' MBF)	759
Salvage (16' MBF)	0.00
Douglas-fir Peeler	0.00
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

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

Salem
Buckner Creek Thinning
TS 11-503

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	4,051	759	411.72	41.17	167.78			202.80	153,925.20
Totals	4,051	759							\$ 153,925.20

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				34.0	58.0	8.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		

Appraised By : Poteet, Jeremy

Date ; 11/04/2010

Area Approval By : Hazen, Pete

Date : 11/16/2010

District Approval By :

Date :

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

Salem
Buckner Creek Thinning
TS 11-503

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	4,051	759	640	1,390
Total	4,051	759	640	1,390

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
781	4,051	192	13.5	781	18,424	42

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
18,424	0	18,424	4	759	781	97 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
781	4,051	192	13.5	781	18,424	42

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
18,424		18,424	4	759	781	97 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		33		33
2		18		18
R/W			1	1
Totals :		51	1	52