

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

ORS040-TS12-501  
Airstrip Thinning Timber Sale

Date: January 13, 2012

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 15, 2012.

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 Sandy Post on or about January 18, 2012. 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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time he signs the timber sale contract. Section 2(a) of Form 723 requires that successful bidders of SBA set-aside tracts must comply with delivery requirements pertaining to sawtimber volume. No more than 30% of the advertised sawtimber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA Form 723 is attached.

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, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. 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 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  
Form 5430-1  
SBA Form 723

## TIMBER SALE NOTICE

**THIS IS A SMALL BUSINESS SET-ASIDE SALE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.**

SALEM DISTRICT  
CASCADE RESOURCE AREA  
SALEM MASTER UNIT

SALE DATE: February 15, 2012

CONTRACT NO. ORS040-TS12-501, AIRSTRIP THINNING TIMBER SALE, CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$38,800.00

All timber designated for cutting on: Lots 1 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$  Section 7; Lots 5 and 6, NE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 18, T. 4 S., R. 5 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
16,912	2,400	5,479	Douglas-fir	3,016	\$128.50	\$387,556.00
16,912	2,400	5,479	Totals	3,016		\$387,556.00

**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 branding of one end of all logs with a scaling diameter of over ten (10) inches. All loads of eleven (11) logs or more, regardless of the diameter of the logs, will have a minimum of ten (10) logs branded on one end. All logs will be branded on loads of ten (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 were based on a variable plot cruise of Units 2 and 3 [one hundred eighty (180) acres of partial cut], a 100% cruise of Units 1 and 4 [twenty-one (21) acres of partial cut], and a 100% cruise of six (6) acres of Right-of-Way using form class tables for estimation of board feet volume of trees in sixteen (16) foot logs. None of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is: 14.1 inches DBHOB; the average log contains 54 bd. ft.; the total gross volume is approximately 3,129 MBF; and 96% recovery is expected. BLM's standard for sampling error is 10% or less, the sampling error for this sale is 10.3%.

**CUTTING AREA:** Four (4) units totaling approximately two hundred seven (207) acres, of which approximately two hundred one (201) acres shall be partial cut and approximately six (6) acres of right-of-way shall be clearcut. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver, adjusted as follows. Acres of partial cut area are net timbered acres, existing and planned road rights-of-way acres were subtracted from traversed acres.

**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 36 months for cutting and removal of timber.

**LOCATION** (approximate mileage based on odometer readings):

Unit 1:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224, Clackamas Highway, 2.9 miles to SE Fall Creek Road.
- East (left) on SE Fall Creek Road 0.3 mile to SE Divers Road.
- North (left) on SE Divers Road 0.3 mile to SE Tumala Mtn. Road (formerly SE Squaw Mtn. Rd.).
- East (right) on SE Tumala 2.7 miles to a Longview forest road (BLM road number 4-5E-5, a blue gate (adjacent to 30 MPH curve warning sign). Access to unit 1 is posted from this junction, 1.4 miles to unit.

Unit 2:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224 6.3 miles to BLM Road 4-5E-18. This road is also known as the North Fork Road and US Forest Service Road 4610.
- North (left) on 4-5E-18, bear to the left at the junction immediately after leaving the highway. Enter the unit at approximately mile 1.2 of this road. The far boundary of the unit is at approximately mile 2.6.

Units 3 and 4:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224 6.7 miles to an unnamed private road with a yellow gate. Access is posted from this junction starting at a point behind this gate, approximately 0.25 mile to the Right-of-Way into these units. Access goes behind the large rock pile.

**ACCESS AND ROAD MAINTENANCE:** Gate key required for access. Prospective bidders may obtain a key from the Salem District Office, Monday through Friday from 7:45 a.m. to 4:30 p.m. A \$25.00 refundable deposit is required at the time of checking out a key.

In the use of the Bureau of Land Management controlled roads which the Purchaser is authorized to use; the Purchaser shall pay the Government a rockwear obligation of Sixty-six and 40/100ths dollars (\$66.40) to the Bureau of Land Management and perform road maintenance during use.

In the use of Longview Timberlands LLC controlled roads which the Purchaser is authorized to use; the Purchaser shall enter into a license agreement with Longview and pay to Longview a road use obligation of Three hundred fifty-eight and 00/100ths dollars (\$358.00), a rockwear obligation of One hundred twenty-seven and 81/100ths dollars (\$127.81), and will be required to carry liability insurance with limits of

\$1,000,000/\$1,000,000/\$1,000,000 and furnish a performance bond in the amount of \$2,000.00. Purchaser will be required to perform road maintenance during use.

In the use of Portland General Electric controlled road which the Purchaser is authorized to use, the Purchaser will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000. Purchaser shall perform dust abatement as directed by the BLM Authorized Officer. Trees of commercial value that need to be cut shall be bucked to industry standards and decked next to road. All gates shall be kept closed except when vehicles or equipment are passing through. Purchaser will be required to perform road maintenance during use.

In the use of Department of Agriculture, United States Forest Service controlled roads which the Purchaser is authorized to use; the Purchaser shall enter into a license agreement with Forest Service and perform road maintenance during use.

The Purchaser will be required to maintain all Purchaser maintenance roads as indicated on the Exhibit E Road Use and Maintenance Map.

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. Purchaser shall also be responsible for performing post storm inspections and maintenance during the winter season for all Purchaser maintained roads.

**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.

a. **Road Construction:**

Road 4-5E-05.00, 625 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.01, 525 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.07, 180 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.08, 265 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.09, 3,455 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.10, 475 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-18.01, 2,920 feet, 14-foot subgrade, out sloped,  
Surfacing - dirt, Usable width 12 feet.

b. **Renovation:**

4.80 miles of renovation which includes blading, roadside brushing, ditch cleaning, clean inlet, outlet and barrel of existing culverts as needed. Purchase, place and process crushed rock on various depleted road surfaces throughout the sale.

c. Estimated Quantities:

Clearing:

5.5 acres of new construction

Excavation:

2,804 cubic yards of common

Culvert and Misc.:

40 feet of 24 inch culvert

(Culvert is to be installed and removed the same year during the in-water work period of July 15<sup>th</sup> through August 30<sup>th</sup> both days inclusive. Upon removal, the culvert shall become the property of the Government and stockpiled on Government land. If damaged beyond re-use as determined by the Government, the Purchaser shall replace culvert with like material and equal dimensions.)

Aggregate Material:

Quantity

200 cubic yards

30 cubic yards

Description

1½ inch minus crushed rock (truck measured yards)

4 inch minus crushed rock (truck measured yards, culvert bedding)

Rock Sources:

1½ and 4 inch minus crushed rock to be obtained and purchased from a commercial source.

Watering:

As needed.

Rolling:

38 hours (includes embankments, new construction subgrades and previous ripped subgrades)

d. Right-of-way Debris Disposal:

Debris shall be disposed of by scattering; stumps close to entrance of newly constructed roads will be stockpiled and used for barricade installation in conjunction with the construction of debris barricades.

Debris resulting from new road construction on private land will be hauled and scattered on adjacent BLM lands.

OTHER:

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

After completion of haul: Construct ten debris barricades or trench and berms, water-bar 1.59 miles of road.

Seed and fertilize 5.5 acres. Seed, fertilize and mulch 0.50 acre. Wild Blue Ryegrass to be furnished by the Government.

Gate at the entrance of Road 4-5E-05.00 to be locked at the end of operations each day. Gate at the entrance of Road 4-5E-18.01 road shall be locked with each entry and exit.

Keys to gates may be checked out at BLM Salem District Office. A \$25.00 refundable deposit will be collected for each key.

**SPECIAL ATTENTION ITEMS:**

Sec. 40.	Reserve trees
Sec. 41.h.	Cut trees and snags without removal
Sec. 41.i.	Bucking trees and logs when removal not authorized
Sec. 41.l., m., n.	Logging operations and Road 4-5E-18
Sec. 41.o.	Seasonal Restrictions
Sec. 41.jj., kk., ll., mm.	Logging Residue Reduction and Contributed Funds

**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 corridor and guyline 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 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; and,

-It is estimated that approximately 302 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal.

# Seasonal Restriction Matrix

-  Operations restricted, modified or allowed pending conditions.  
 Operations restricted.

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mechanized felling, ground-based yarding, machine piling, hauling on natural surface roads. 41.o.1 (2)												
Road construction, renovation and stabilization. 41.o.1 (2)												
Falling, yarding and/or skidding 41.o.2 (1)												
In-stream work. 41.o.3												
Hauling on rocky roads. 41.o.4 (2)												
Unit 1 only - Falling, yarding, road activities 41.o.5 (3)												

(1) Bark slippage seasonal restrictions may be conditionally waived.

(2) Seasonal restrictions may be shortened or extended depending on soil moisture conditions.

(3) Northern Spotted Owl nesting seasonal restrictions may be conditionally waived.

## TIMBER SALE CONTRACT SPECIAL PROVISIONS

### Sec. 40.

#### RESERVED

- a. All timber within the Reserve Area shown on Exhibit A and all painted orange or posted trees which are on or mark the boundaries of the Reserve Area and/or Rights-of-Way for Roads to be Constructed shown on Exhibit A.
- b. All trees marked with orange paint above and below stump height in the Partial Cut Area shown on Exhibit A.
- c. All snags fifteen (15) inches and larger DBH (diameter breast height) and taller than fifteen (15) feet in the Partial Cut Area shown on Exhibit A, except as otherwise provided in this contract.
- d. All existing down logs twenty (20) inches diameter and larger on the large end and at least twenty (20) feet long within the Partial Cut Area shown on Exhibit A, except as otherwise provided in this contract.
- e. All hardwood trees seven (7) inches and larger DBH in the Contract Area shown on Exhibit A, except as otherwise provided in this contract.
- f. All conifer trees thirty-six (36) inches and larger DBH in the Contract Area shown on Exhibit A, except as otherwise provided in this contract.

### 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. 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.

c. 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 the Purchaser 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 the Purchaser intends to cease operations for any period of seven (7) or more days.

d. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area shown on Exhibit A, the Purchaser shall identify the locations of skid trails; skyline corridors; tailhold, tieback, guyline, lift, intermediate support and 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 required in Sec. 41.b. 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 and skyline corridors 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 and/or skyline corridor shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to clear skid trails, skyline corridors 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 twenty-nine (29) 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 Contract Area 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 Area shown on Exhibit A or adjacent private land or Mt. Hood National Forest land, unless expressly authorized by other provisions of this contract. Tops, limbs, and other logging debris entering the Reserve Area or adjacent private land from felling operations shall be pulled back into the Partial Cut Area shown on Exhibit A, unless otherwise directed by the Authorized Officer.

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

h. In the Partial Cut Area and Right-of-Way Area shown on Exhibit A, conifer trees thirty-six (36) inches and larger DBH, hardwood trees seven (7) inches and larger DBH, and snags fifteen (15) inches and larger DBH may be cut to facilitate logging operations, but not removed, 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 without removal. The felled tree shall be left in place unless otherwise approved by the Authorized Officer.

i. Existing down logs twenty (20) inches diameter and larger on the large end and at least twenty (20) feet long within the Partial Cut Area shown on Exhibit A and trees and snags felled as authorized in Sec. 41.e. and Sec.41.h., shall not be bucked into lengths less than twenty (20) feet or moved

more than is necessary to facilitate logging unless otherwise approved by the Authorized Officer. Merchantable logs bucked from these down logs and felled trees shall be cut on a forty-five (45) degree angle to the axis of the tree.

j. In the Partial Cut Area – Ground-Based Yarding, shown on Exhibit A, skidding shall be done by a skidder equipped with a winch capable of winching logs seventy-five (75) feet unless otherwise agreed by the Authorized Officer. The minimum distance between skid trails shall be one hundred fifty (150) feet unless otherwise approved by the Authorized Officer. Such skid trails shall be limited to the minimum width necessary for skidding of logs with minimum damage to reserve trees. All trees that must be removed to facilitate construction of these skid trails shall be felled and skidded prior to falling operations in the remainder of these areas unless otherwise agreed by the Authorized Officer. The Purchaser shall directionally fall trees into lead with the winching or skidding direction and winch to these skid trails. The leading end of all logs shall be transported free of the ground during skidding. No skidding equipment shall be permitted to operate off these skid trails.

k. In the Partial Cut Area – Skyline Yarding, shown on Exhibit A, logs shall be yarded with the leading end of all logs transported free of the ground during in-haul yarding. The rigging of tail or lift trees or the use of tailholds outside the Partial Cut Area shown on Exhibit A shall be required where necessary to meet this requirement. Lift trees and skyline corridors shall be selected and flagged by the Purchaser and approved by the Authorized Officer prior to commencement of falling operations.

l. The Purchaser shall fully suspend all logs over Road 4-5E-18, shown on Exhibit A, between ten (10) feet below the toe of the fill and ten (10) feet above the top of the cut during yarding operations and shall otherwise protect that road from damage by the Purchaser's operations. No trees shall be felled across or into this area unless approved in writing by the Authorized Officer.

m. During logging operations, the Purchaser shall keep Road 4-5E-18 where it passes through the Contract Area, shown on Exhibit A, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes after the arrival of a vehicle needing to pass.

n. The Purchaser shall provide flaggers, moveable barriers, and/or warning signs to control traffic on Road 4-5E-18 where it passes through the Contract Area, shown on Exhibit A, whenever felling, bucking, and/or yarding operations are in progress in locations that could be hazardous to users of that road. Traffic control devices shall conform to the standards contained in the current Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation, Federal Highway Administration.

o. The following seasonal restrictions shall be observed:

1) No skidding, mechanized felling, shovel logging, machine piling, hauling on natural surface roads, road construction, renovation or road stabilization shall be conducted on the Contract Area shown on Exhibit A between November 1 of one calendar year and June 14 of the following year both days inclusive unless individually waived annually by the Authorized Officer or during other periods of wet soil conditions as determined by the Authorized Officer.

2) No falling, yarding and/or skidding operations shall be conducted within the Contract Area as shown on Exhibit A from March 01 through June 30 of each calendar year both days inclusive due to bark slippage, unless waived in writing by the Authorized Officer.

3) No in-stream work shall be conducted on the Contract Area shown on Exhibit A between September 1 of one calendar year and July 14 of the following year both days inclusive to protect water quality.

4) No hauling shall be conducted on rocked roads which the Purchaser is authorized to use under the provisions of this contract during periods of wet weather patterns when water is running from the road surface directly or indirectly to live streams; when fine sediment is being pumped to the road surface; or when the Authorized Officer determines that other identifiable road conditions are likely to cause sediment delivery to live streams.

5) No falling, ground based skidding, yarding, road construction or road decommissioning operations shall be conducted on Unit 1 shown on Exhibit A from March 1 to July 15 of each year, both days inclusive, during the spotted owl and raptor nesting season unless waived in writing by the Authorized Officer.

p. No winching, skidding or yarding is permitted across any stream shown on Exhibit A unless waived in writing by the Authorized Officer.

q. Prior to attaching any logging equipment to a reserve tree designated in Sec. 40., the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.

#### ROAD CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND USE

r. The Purchaser shall construct and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

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

t. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

u. Upon completion of hauling the Purchaser shall water bar, construct barricades, remove culvert, and apply seed, fertilize or mulch in accordance with the plans and specifications shown on Exhibit D and E, which are attached hereto and made a part hereof.

v. 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.w. and pay the required rockwear obligation described in Section 41.w. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
4-5E-05.00, D	0.12	BLM	Natural
4-5E-07.00, part	0.15	BLM	Aggregate
4-5E-07.01, A, B	0.38	BLM	Aggregate & Natural
4-5E-07.07, All	0.03	BLM	Natural
4-5E-07.08, All	0.05	BLM	Natural
4-5E-07.09, A, B	0.92	BLM	Natural
4-5E-07.10, All	0.09	BLM	Natural
4-5E-18.01, B	0.55	BLM	Natural

w. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of sixty-six and 40/100ths dollars (\$66.40), for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 41.v. The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; Provided, however, that if the total of such amount exceeds five hundred dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

x. 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.

y. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Section 41.v. of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

z. In the 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. OR000888 (R.W.A. S-642) dated 20 August 1965 between the United States of America and Longview Timberlands LLC. These conditions include : Execution of a license agreement, payment to Longview Timberlands LLC, a road use obligation of three hundred and fifty-eight and 00/100ths dollars (\$358.00), a rockwear obligation of one hundred twenty-seven and 81/100ths dollars (\$127.81), payable prior to hauling as indicated in the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said roads, 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, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 and a performance bond of \$2,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
4-5E-05.00, A, B, C	1.40	Longview Timberlands LLC	ASC

aa. In the use of road listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Access Road Easement, OR066295PT, dated November 2, 2011 between the United States of America and Portland General Electric (PGE). These conditions include:

1. **Notification and Log Hauling Requirements:** Prior to commercial log hauling activity, BLM and its licensee will notify PGE or by letter two weeks in advance, in each instance.
2. **Dust Abatement:** Non-saline water will be used for dust abatement when BLM or its licensees use the above described road for commercial log purposes on an "as needed" basis as reasonably determined by the BLM Authorized Officer.
3. **Road Maintenance:** Licensees shall cause said road to be maintained in good repair during periods of use by licensees and to be left in as good a condition as prior to such use.
4. **Gate and Fence Maintenance:** Licensees shall cause PGE's gates and fences located along the right-of-way to be maintained in as good a repair during periods of use as prior to use by the BLM or its licensees. All gates should be kept closed except when vehicles or equipment are passing through.
5. **Normal Maintenance:** PGE is authorized to perform normal routine maintenance to keep the road in serviceable condition. The Bureau of Land Management will not be responsible for the maintenance of the road unless and to the extent timber haul or other management activities warrant road maintenance.
6. **Public Liability Insurance:** During periods of use of the right-of-way by BLM or its licensees, BLM shall require its licensees to maintain comprehensive liability insurance covering all operations including vehicles of the licensee in the following minimum amounts: (a) Bodily injury - \$1,000,000.00, for injuries to any one person: \$1,000,000.00, for any one occurrence; and (b) Property damage \$1,000,000.00, for any one occurrence.
7. **Notification of Release of Hazardous Waste:** If timber haul or other management activities, by BLM or its licensees, result in the release of solid or hazardous material(s), or substance(s) as defined by federal and state law, BLM shall require its licensees to immediately notify the BLM Hazmat Specialist who will initiate Hazardous materials containment and cleanup and notify PGE Environmental Department at (503) 464-8000 within 36 hours.
8. **Trees of Commercial value:** Trees felled of commercial value shall be bucked into standard log lengths and decked adjacent to the road in a manner suitable for loading with mobile loading equipment.

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
4-5E-18.01, A	0.29	PGE	Aggregate

bb. In the renovation and use of USFS Rd. No. 4610 (4-5E-18.00), the Purchaser shall comply with the conditions of the Bureau of Land Management and U.S. Forest Service Interagency Right-of-Way and Road Use Agreement dated May 20, 1980, and Exhibit A, Agreement No. 06-06-11-01. The conditions include: entering into a license agreement with the U.S. Forest Service and performing the maintenance.

cc. 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.

dd. 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 over dimension 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

ee. 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 and departure from lands managed by the BLM unless otherwise agreed by the Authorized Officer to reduce or prevent the spread of noxious weeds to and from the Contract Area shown on Exhibit A. 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.

ff. In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall cover skid trails with logging slash and debris and block entrances or other created access points on the Contract Area shown on Exhibit A as directed by the Authorized Officer.

gg. 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.

hh. 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

ii. 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 shown on Exhibit A, 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, one (1)-1½ inch gated wye, one (1) - 1 inch gated wye, two (2) - 1½ to 1 inch reducer adapters and three (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 (1½ 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 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 shown on Exhibit A. 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 regulated use closure, no smoking shall be

permitted outside of closed vehicles.

### LOGGING RESIDUE REDUCTION

jj. 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 within fifteen (15) days of completion of hauling logs from that landing. 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. Landing piles shall be covered with enough plastic to keep pile dry enough to ensure pile consumption. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from 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.

kk. In the Fuel Treatment Area shown on Exhibit F, which is attached hereto and made a part hereof, all slash and debris created by Purchaser's operations shall be machine piled and covered in accordance with Exhibit G which is attached hereto and made a part hereof. The required work shall consist of up to ten (10) acres of machine piling logging slash and covering the piles. Piling and covering operations shall be completed within thirty (30) days after completion of skidding or yarding on the Fuel Treatment Area in each Unit shown on Exhibit F, or as directed by the Authorized Officer. All work shall be done as directed by the Authorized Officer in accordance with the specifications described on Exhibit G which is attached hereto and made a part hereof.

ll. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction operations and except for the burning, fire control and patrol assistance of landing piles as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in the burning, fire control and patrol assistance of landing piles by furnishing, at his own expense, the services of personnel and equipment on each Unit Area shown on Exhibit A as specified below:

1. One (1) work leader (Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS 310-1) to supervise crew and equipment operators and to serve as Purchaser's representative.
2. Four (4) person crew (Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS 310-1) for burning preparation, ignition and holding and mop-up operations with hand tools on the day of ignition.

3. Five (5) drip torches with forty (40) gallons of slash fuel (4:1 ratio of diesel to gasoline).

4. One (1) fire engine of four hundred (400) gallon capacity. The engine shall comply with all Oregon State Department of Motor Vehicle regulations, be filled with water and equipped with an operator and the following:

- 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.
- Five hundred (500) feet of hose (1½" and/or 1") and a shut-off nozzle. Two hundred fifty (250) feet of the hose must be mounted on a live reel.
- All 1½" hose and fittings shall be compatible with National Hose thread (NH). All 1" hose and fittings shall be compatible with National Pipe Straight Hose thread (NPSH). If adapters are used, sufficient quantities shall be present to provide spares.

5. All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, on the day of ignition, all listed personnel shall be certified Fire Fighters, be fluent in speaking and understanding English and have two years of prescribed fire or wildfire experience. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

All personnel shall wear long pants and long sleeved shirts, lug sole leather boots with minimum eight (8) inch tall uppers that provide ankle support, approved hard hats and leather gloves. On the day of ignition, clothing shall be of approved aramid fabric (Nomex® or equivalent) and all personnel shall carry an approved fire shelter. Personnel without proper clothing will not be allowed to participate. Clothing shall be free of diesel fuel oil.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

6. In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

7. In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day provided that all mop-up work on the escaped fire is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

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

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

#### CONTRIBUTED FUNDS

mm. The Purchaser shall assist the Government in burning piles in accordance with Sec. 41.11. The Purchaser shall have the option of completing this work, or in lieu of pile burning operations only, may make a contribution to the Bureau of Land Management in the amount of Two thousand, two hundred thirty and 20/100 dollars (\$2,230.20). Upon making such contribution, the Purchaser shall be relieved of the pile burning obligations set out in Sec. 41.11. The Purchaser shall notify the Authorized Officer in writing of the Purchaser's intention to make this contribution prior to approval of this contract. If the Purchaser elects to make a contribution, the Authorized Officer shall establish an installment schedule of payments of the contribution.

#### LOG EXPORT RESTRICTIONS

nn. 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 ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (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 Sec. 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

oo. 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

ORS000-TS12-501

EQUAL OPPORTUNITY IN EMPLOYMENT  
CERTIFICATION OF NONSEGREGATED FACILITIES

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 sub-contractors 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 sub- contract 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.

Form 1140-3 (June 1975)

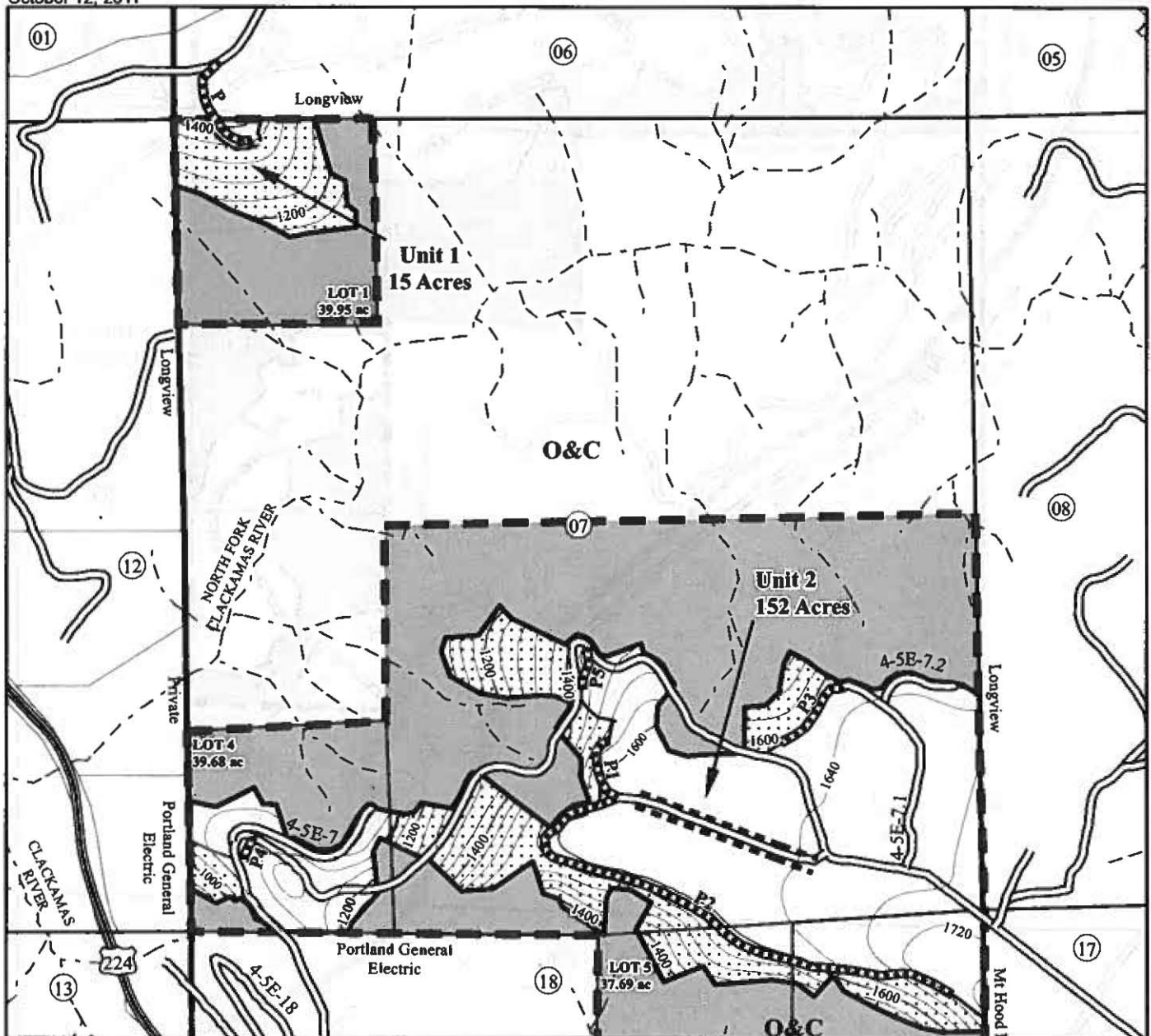
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Airstrip Thinning  
Timber Sale  
Exhibit A  
Page 1 of 2

**TIMBER SALE CONTRACT MAP - Contract No. ORS000-TS12-501**

T.4S., R.5E., Sections 7 & 18 W. M.

October 12, 2011



1,000 500 0 Feet

- Existing Road
- Highway
- Stream
- Gate
- Right-of-Way - Road to be Constructed

- Landing Strip
- Contract Area
- Reserve Area
- Partial Cut Area Unit Boundary
- Partial Cut Area - Skyline Yarding
- Partial Cut Area - Ground-Based Yarding

Partial Cut Area	201	Acres
Road Right of Way	6	Acres
Reserve Area	268.23	Acres
<b>Contract Area</b>	<b>475.23</b>	<b>Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: 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.

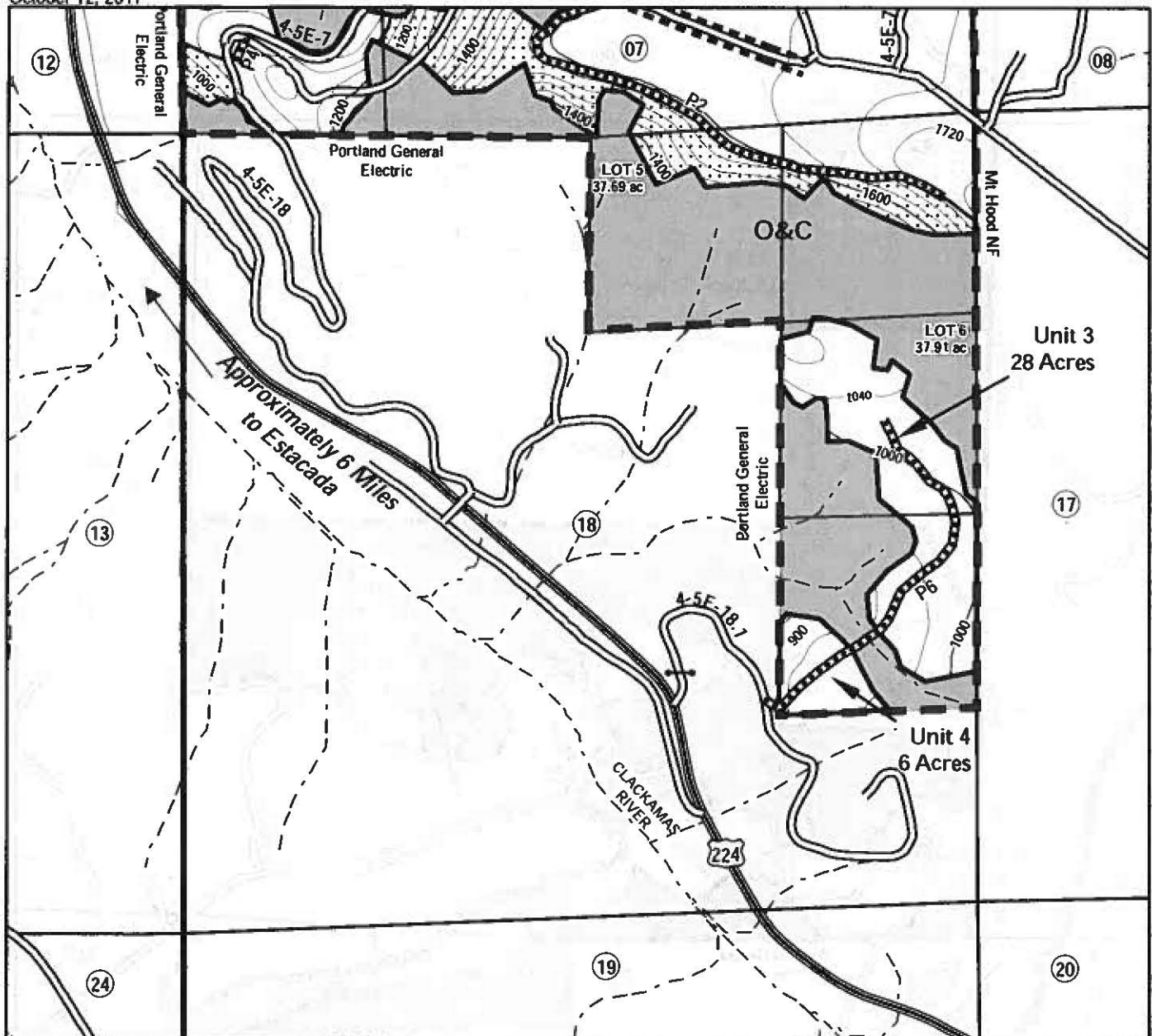
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Airstrip Thinning  
Timber Sale  
Exhibit A  
Page 2 of 2

TIMBER SALE CONTRACT MAP - Contract No. ORS000-TS12-501

T.4S., R.5E., Sections 7 & 18 W. M.

October 12, 2011



1,000 500 0 Feet

Existing Road

Highway

Stream

Gate

Right-of-Way -  
Road to be Constructed

Landing Strip

Contract Area

Reserve Area

Partial Cut Area Unit Boundary

Partial Cut Area - Skyline Yarding

Partial Cut Area - Ground-Based Yarding

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

Salem  
Airstrip thinning  
TS 12-501

**Exhibit B**

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

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

**Sale Totals (16' MBF)**

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	3,016		
<b>Sale Totals</b>	<b>3,016</b>		

**Unit Details (16' MB)**

**Unit 1                      16 Acres                      Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	178		
<b>Unit Totals</b>	<b>178</b>		

**Unit 2                      155 Acres                      Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	2,327		
<b>Unit Totals</b>	<b>2,327</b>		

**Unit 3                      29 Acres                      Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	432		
<b>Unit Totals</b>	<b>432</b>		

**Unit 4                      7 Acres                      Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	79		
<b>Unit Totals</b>	<b>79</b>		

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

Road Number and Segment	Class SL-	Length (Stations/Miles)		
		New Construction	Improvement	Renovation
4-5E-05.00, A, B, C, D	12	P 6+25, 0.12		1.40
4-5E-07.00, part	12			0.15
4-5E-07.01, A, B	12	P3 5+25, 0.10		0.28
4-5E-07.07, All	12	P4 1+80, 0.03		
4-5E-07.08, All	12	P5 2+65, 0.05		
4-5E-07.09, A, B	12	P2 34+55, 0.65		0.27
4-5E-07.10, All	12	P1 4+75, 0.09		
4-5E-18.00, A, B	12			2.41
4-5E-18.01, A, B	12	P6 29+20, 0.55		0.29

Section	Sheet	Description
	1	Table of Contents
100	2-6	General
150	7	Road Plan and Detail Sheet
200	8-9	Clearing and Grubbing
300	9-11	Excavation and Embankment
400	11-13	Pipe Culverts
	14-17	Culvert Summary, Installation and Band Details Sheets
500	18-19	Renovation of Existing Roads
600	19	Watering
1200	19-21	Aggregate Surface Course – Crushed Rock Material
1700	21	Erosion Control
1800	21-23	Soil Stabilization
2100	23-24	Roadside Brushing
	25	Roadside Brushing Detail Sheet
2300	26	Slope Staking
	27	Road Plan Map

## **GENERAL - 100**

### **101 - Prewrite Conference:**

A prework conference will be held prior to the start of new construction and renovation operations. The Purchaser shall request the conference at least 48 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his/her representatives, subcontractors and/or his/her or their representatives and the Authorized Officer and/or his/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 side-casting 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.

Non-woven 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, under-drains, 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.

DES. E-12 Determination of relative density of cohesionless soils.

DMSO (dimethyl sulfide) - Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

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

Sale Name Alstrip Thinning Timber Sale EXHIBIT C  
Contract No. ORS000-TS12-501 Sheet 7 of 27

**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.
- 202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall be at the top of the cut slope and at 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.
- 203a - Brush less than 2 feet in height need not be cut within the limits established for clearing.
- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing.
- 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.
- 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, 204a, 204d and 205, clearing and grubbing debris resulting from landing construction as shown on Exhibit "C", shall be placed at disposal sites and shall not be covered with excavated material. Location of disposal sites 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 or cull logs resulting from road construction on non-Government property shall be loaded and hauled to designated areas, approved by the Authorized Officer. Disposal shall be by scattering in accordance with Subsection 210 or piling in accordance with Subsection 211.
- 211 - Disposal of clearing and grubbing debris, stumps and cull logs shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.
- 212 - No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

#### **EXCAVATION AND EMBANKMENT - 300**

- 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.
- 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.
- 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, selected borrow and final subgrade material as specified under Subsections 305a, 305b and 305c 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.
- 306a - Minimum compaction for each layer of embankment, selected borrow 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. Minimum compaction shall be 1 hour of continuous compacting for each 4 stations of road or a fraction thereof as measured along the center line of the constructed or renovated road. Minimum compaction shall be deemed adequate when the surface can withstand five passes of a truck, with H-20 loading without appreciable deformation.
- 308 - In the case of rock fills, placement of material in layers is not required and such material may be placed by end-dumping or other methods approved by the Authorized Officer provided that the rock be reasonably prevented from escaping beyond the embankment toe.
- 312 - When material, except solid rock, 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 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 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.
- 321b - Excess construction material as specified under Subsection 321 shall be loaded, hauled and disposed of at a disposal site approved by the Authorized Officer.
- 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 in area directed by the Authorized Officer.
- 323 - In the construction of stream-crossing embankment sections, natural stream flow shall be maintained.
- 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 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.

#### PIPE CULVERTS - 400

- 401 - This work shall consist of furnishing and installing corrugated pipe culverts, downspouts and other erosion control devices in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Individual lengths and locations are approximate; final lengths and locations will be determined by the Authorized Officer. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 403 - Grade culverts shall have a gradient of from 2 percent to 4 percent greater than the adjacent road grade and shall be skewed down grade 30 degrees as measured from the perpendicular to the centerline unless otherwise specified on the plans.
- 404 - Damage to the spelter, or burn back in excess of 3/8 inch, shall be wire brushed and painted with two coats of aluminum-rich paint on aluminum or aluminum-coated pipe.
- 405b - Corrugated-aluminum-alloy pipe culverts shall conform to the requirements of AASHTO M 196.
- 405e - Corrugated-polyethylene smooth waterway (type S) pipe for culverts and Corrugated-polyethylene corrugated interior (type C) pipe for downspouts 12-inch through 24-inch diameter, shall meet the requirements of AASHTO M 294. Installation will be subject to the same specifications as other pipe materials.

- 405f - Ring gaskets for rigid pipe shall meet the requirements of AASHTO M 198.
- 406 - Coupling bands shall conform to the requirements of AASHTO M 36 and AASHTO M 218, or AASHTO M 274 with the exception of band widths and the "Hugger"-type band, which shall conform to the details, dimensions and typical diagram shown on the plans.
- 406a - "Hugger"-type coupling bands shall only be used with annular corrugated pipe culverts or helically corrugated pipe culverts having annular reformed ends. Annular reformed ends shall consist of 2 annular corrugations.
- 406b - Coupling bands produced from flat galvanized steel sheets with impressed dimples will not be permitted.
- 406d - All pipe culverts installed shall be connected with flanged-end coupler bands and "O" ring neoprene gaskets or "Hugger"-type bands and 12-inch neoprene sleeve gaskets, or as approved by the Authorized Officer.
- 407 - Special sections, such as T's, elbows, branch connections, and flared-end sections, shall be of the same material and gauge as the pipe to which they are joined, and shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274.
- 408 - Pipe Culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the type required under these specifications shall be installed so as to provide the circumferential and longitudinal strength necessary to preserve the pipe alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.
- 410 - Pipe shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged to the extent that it is unsuitable for use in the road construction, it shall be replaced at the Purchaser's expense.
- 411 - Trenches necessary for the installation of pipe culverts shall conform to the lines, grades, dimensions and typical diagram included in the plans and the Culvert Installation Detail Sheet.
- 412 - Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of 24 inches below the invert grade for a width of at least one pipe diameter or span on each side of the pipe and shall be backfilled with selected granular or fine readily compactable soil material.
- 413 - Pipe culverts shall be bedded on material meeting the requirements of Subsection 1204 gradation D and shall have a depth of not less than 10 percent of the diameter or height of the drainage structure concerned or a minimum depth of:

<u>Pipe Corrugation Depth</u>	<u>Minimum Bedding Depth</u>
1/2 inch	1 inch
1 inch	2 inches
2 inches	3 inches

foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.

- 414a - The invert grade of the bedding shall be cambered at the middle ordinate a minimum of 1 percent of the total length of the drainage structure. Camber shall be developed on a parabolic curve.
- 416 - Side-fill material for all pipe culverts shall be placed within 1 pipe diameter, or a minimum of 2 feet, of the sides of the pipe barrel, and to existing subgrade elevation over the pipe with material meeting the requirements of subsection 1204 gradation D.

- 417 - For pipe culvert at the following location:

Road No.	Mile Post or Station
4-5E-18.01	P6 8+70

side-fill material conforming to the requirements of Subsection 416 shall be placed and compacted under the haunches of the pipe, and shall be brought up evenly and simultaneously on both sides of the pipe to 1 foot above the pipe, in layers not exceeding 6 inches in depth and a minimum of 2 feet in width each side of, and adjacent to, the full length of the pipe barrel. Each layer shall be moistened or dried to a uniform moisture content suitable for maximum compaction and immediately compacted by approved hand or pneumatic tampers until a uniform density of 85 percent of the maximum density, is attained as determined by AASHTO T 99, Method C.

- 418 - Side fills beyond the compaction limits specified under Subsection 417 shall be compacted as specified under Section 300.

- 419 - The pipe culverts at the following locations:

Road No.	Mile Post or Station
4-5E-18.01	P6 8+70

after being bedded and backfilled as required by these specifications shall be protected by a 1 foot cover of material meeting the requirements of subsection 1204 gradation D, before heavy equipment is permitted to cross the drainage structures.

- 423 - Construction of catch basins and ditch dams conforming to lines, grades, dimensions and typical diagrams shown on the plans, shall be required for all new and existing grade culverts.
- 423a - Culvert catch basins shall be excavated to a depth of 8 inches below the bottom of all new and existing culvert inlets.
- 424 - Construction of splash pads conforming to lines, grades, dimensions and typical diagram shown on Exhibit "C", included in the plans, shall be required for all new culvert installation sites. Material shall meet the requirements of subsection 1204, table 1204, Splash Pad.
- 428 - The Purchaser shall submit, prior to the in-water work period of July 15<sup>th</sup> thru August 30<sup>th</sup> both days inclusive, a written de-watering plan to the Authorized Officer for approval prior to any culvert installation and culvert removal activities in streams and notify the Authorized Officer three days prior to the start of any culvert work in streams.

## CULVERT LIST

[illegible]

**NOTE:**

1. DESIGNED CULVERT LENGTHS AND LOCATIONS ARE APPROXIMATE.

**△ ALL CULVERTS HAVE 2 2/3" X 1 1/2" CORRUGATIONS UNLESS OTHERWISE NOTED.**

**3 SEE CULVERT INSTALLATION SHEET.**

**4 DOWN SPOUT TYPES;**

1. FULL ROUND
2. HALF ROUND
3. RECTANGULAR FLUME

**ELBOW TYPES:**

1. CONVENTIONAL OR FABRICATED
2. TURNER TYPE
3. SLIP JOINT.

**△ INCLUDE SPECIAL SECTIONS, STRUCTURES, HEADWALLS, FOOTINGS, AND OTHER DATA.**

GAGE CHART STEEL & ALUM.		
GAGE	DEC. EQUIV. INCHES	
	STEEL	ALUM.
10	.138	.135
12	.109	.105
14	.079	.075
16	.064	.060

**ALWAYS WEAR SAFETY**

UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
SALEM DISTRICT - OREGON

### CULVERT SUMMARY

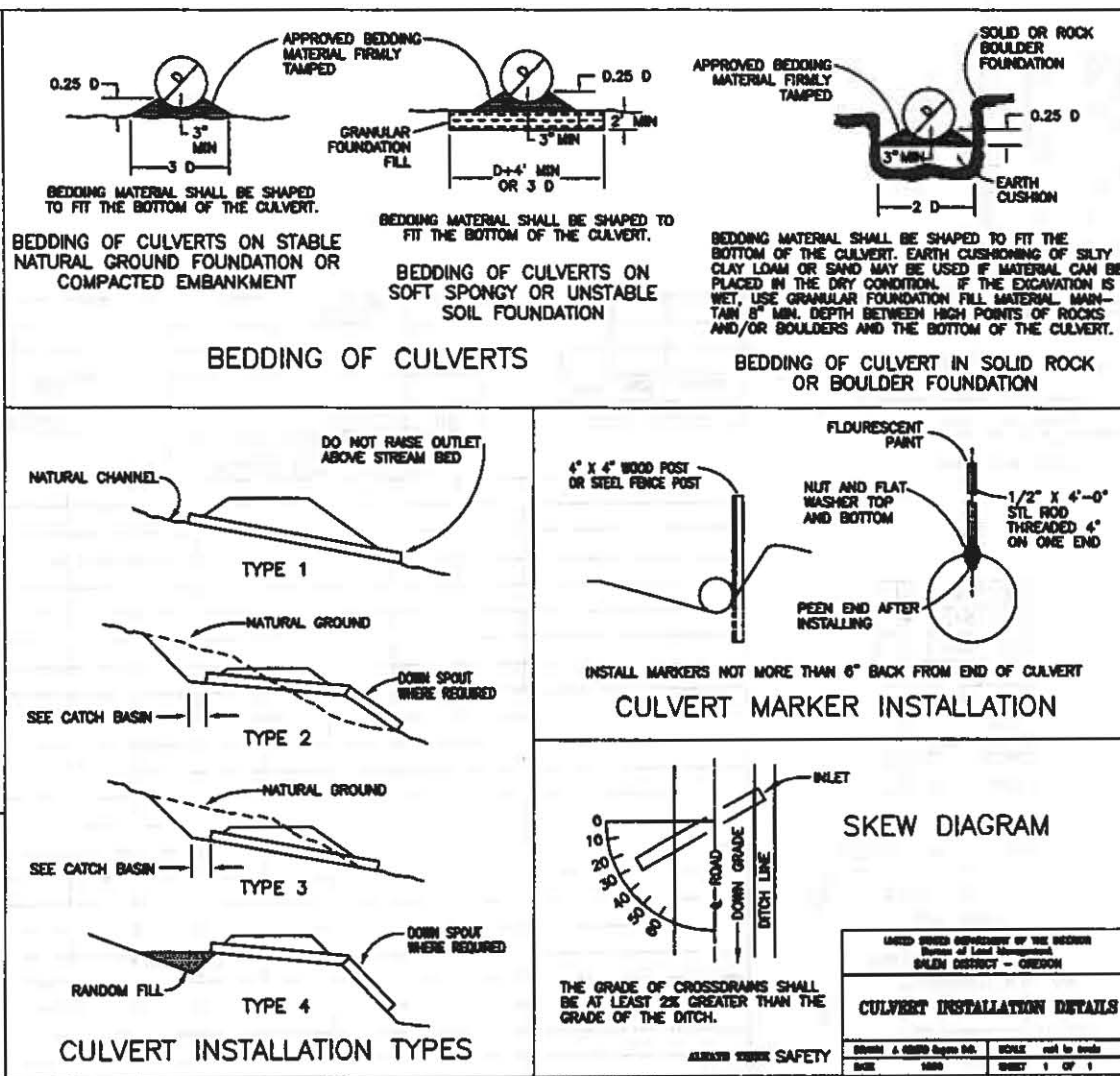
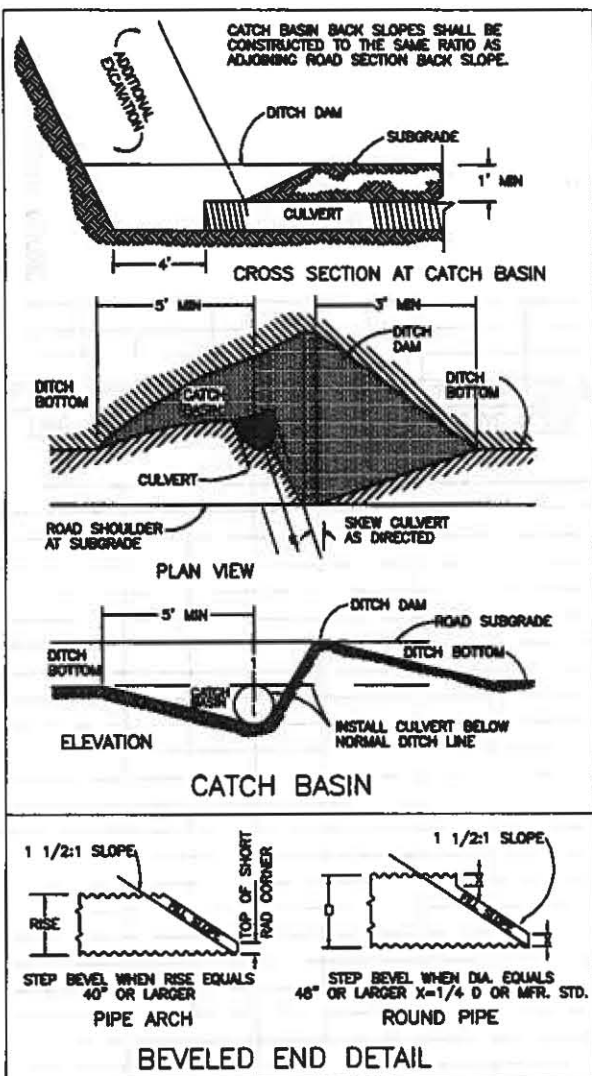
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SCALE 1000	SCALE 1 OF 4

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Bureau of Land Management  
SALEM DISTRICT - OREGON

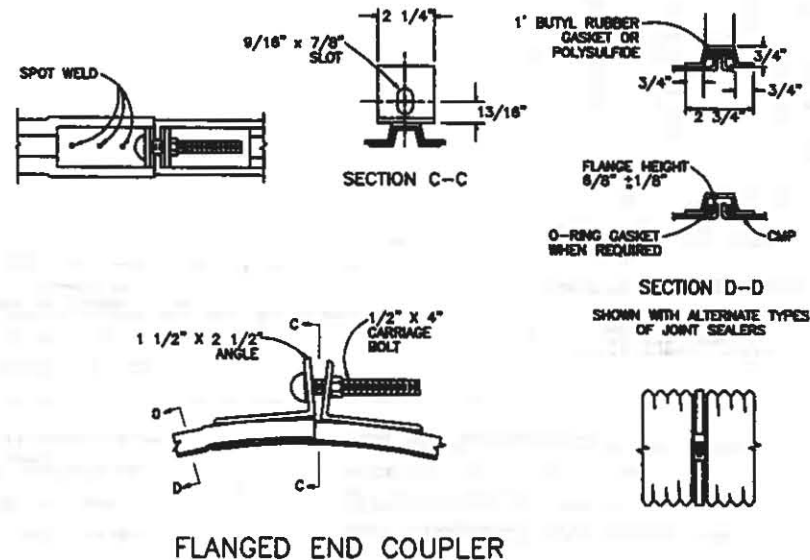
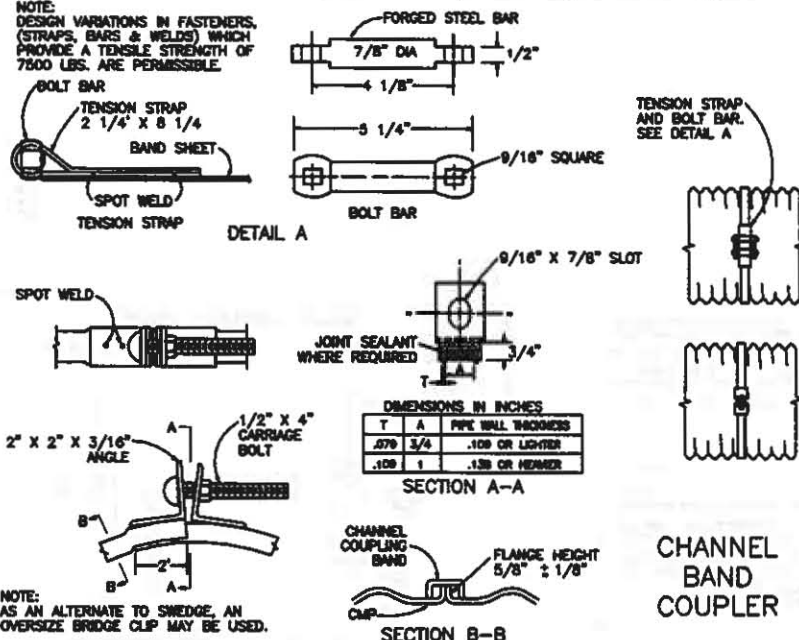
Contract No. OKS000-TS12-501

## Airstrip Thinning Timber Sale

Sheet 14 of 27



NOTE:  
DESIGN VARIATIONS IN FASTENERS,  
(STRAPS, BARS & WELDS) WHICH  
PROVIDE A TENSILE STRENGTH OF  
7500 LBS. ARE PERMISSIBLE.



STANDARD COUPLER BANDS									
CULVERT SIZE INCHES	CORRUGATED						FLAT-DIMPLED		
	STD. ANNU-LAR		HELICAL		3" X 1"	6" X 1"	WIDTH	NO. OF BOLTS OF DIMPLES	NO. OF BOLTS
UNDER 16	7	2	7	2			10 1/2	2	2 2
16 TO 54	12	3	12	3	14	3 18	3	10 1/2	2 3 3
OVER 54	24	5	24	8	24	5 24	4	16 1/2	4 5 4

DATA IN THIS BLOCK DOES NOT APPLY TO PERFORATED PIPE UNDERDRAIN.  
FOR BANDS WITH "PUNCH-OUT" TYPE CONNECTIONS, 2 BOLTS ARE  
PERMISSIBLE FOR EACH LAP. BANDS SHALL LAP 1/2\"/>

- ① BANDS WITH ANGLES
- ② BANDS WITH TENSION TYPE CONNECTIONS

ALWAYS WEAR SAFETY

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management SALEM DISTRICT - OREGON	
CULVERT BAND DETAILS	
DESIGN & FIELD ENGINEER	SCALE: not to scale
DATE: 1988	SHEET: 1 OF 1



### **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 or as directed by the Authorized Officer:

Road No. & Segment	From Mile Post	To Mile Post
4-5E-05.00	0.00	1.40
4-5E-07.00, part	0.00	0.15
4-5E-07.01, A	0.00	0.28
4-5E-07.09, A	0.00	0.27
4-5E-18.01, A	0.00	0.29

- 502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 504 - Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsection 103f and in accordance with the following table:

Road No. & Segment	From Mile Post	To Mile Post
4-5E-07.00, part	0.00	0.15
4-5E-07.01, A	0.00	0.28
4-5E-07.09, A	0.00	0.27

- 504a - Minimum compaction required shall be one hour of continuous rolling for each 6 stations of road, or fraction thereof, as measured along the centerline.
- 506 - The inlet end of existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans
- 507a - Additional drainage structures of the type, gage, diameter, and length shown on the plans shall be installed at the following locations:

Road No.	Mile Post or Station
4-5E-18.01	P6 8+70

In accordance with the placement requirements set forth under section 400 of these specifications.

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

Road No. & Segment	From Mile Post	To Mile Post
4-5E-05.00	0.00	1.40
4-5E-07.00, part	0.00	0.15
4-5E-07.01, A	0.00	0.28
4-5E-07.09, A	0.00	0.27
4-5E-18.00, A, B	0.00	2.41
4-5E-18.01, A	0.00	0.29

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

- 509 - The finished grading shall be approved by the Authorized Officer. 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, base courses, 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 road bed.
- 605 - The Purchaser shall secure the necessary water permits and pay all required water fees for use of the water source selected by the Purchaser.

#### **AGGREGATE SURFACE COURSE - 1200** **CRUSHED ROCK MATERIAL**

- 1201 - This work shall consist of furnishing, hauling, placing and processing 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 shall be obtained from commercial source(s) selected by the Purchaser at his option and expense, providing the rock materials furnished comply with these specifications. Purchaser shall supply Authorized Officer with load tickets for all required surfacing and culvert bedding material furnished.
- 1203 - When crushed rock material is produced from gravel, not less than 75 percent by weight of the particles

retained on the No. 4 sieve will have 3 manufactured fractured faces.

- 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

Sieve Designation	Gradation C	Gradation D	Splash Pad
10-14 inch	-	-	100
4-inch	-	100	-
3-inch	-	55-70	-
2-inch	-	28-70	-
1½ inch	100	10-35	-
1 inch	-	5-22	-
¾ inch	50-90	-	-
½ inch	-	-	-
No. 4	25-50	-	-
No. 8	-	-	-
No. 30	-	-	-
No. 40	5-25	-	-
No. 200	2-15	-	-

- 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. Notification for final inspection, prior to rocking, shall be 72 hours prior to that inspection.
- 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. Compacted layers shall not exceed 3 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and 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.

- 1213a - Each layer of crushed aggregate surface rock placed, processed and shaped in accordance with these specifications shall be uniformly moistened or dried to the optimum moisture content suitable for maximum compaction. Minimum compaction shall be deemed adequate when the surface can withstand five passes of a truck, with H-20 loading without appreciable deformation.
- 1216 - The Purchaser shall place 100 cubic yards, truck measure of crushed rock material meeting the requirements of subsection 1204 gradation C on designated roads as directed by the Authorized Officer. Such material shall be used to reinforce and repair areas of depleted surfacing on those roads shown as Purchaser maintenance on the plans. This work is required prior to road acceptance under Section 18 of this contract.

### **EROSION CONTROL - 1700**

- 1701 - This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, wattles, straw bales 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 any 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 specified in Exhibit "C" on all exposed excavation, borrow, and embankment areas.
- 1708a - Road segments designated as Purchaser maintenance to be carried over the winter and early spring 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.
- 1711 - The Purchaser shall construct berms, sediment and check dams, catch basins and splash pads for pipe culverts conforming to the requirements and details shown on the plans.

### **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, landings, improvements, disturbed areas and borrow sites in accordance with these specifications and as shown on the plans.
- 1803 - Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: ( Sept. 1)  
From: (May 1)

To: (Nov. 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 Section 1706a 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
Airstrip Thinning Timber Sale	6.0	Wild Blue Ryegrass ( To be furnished by BLM)	1816(b)

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 5.5 acres designated for treatment as specified under Subsection 1806, mixture of grass seed furnished by the Bureau of Land Management and fertilizer material furnished by the Purchaser at the following rate of application:

a. Dry Application:

Grass Seed	(30) lbs./acre
Fertilizer	(150) lbs./acre

b. Dry Application: ½ acres, apply to culvert removal sites, trench and berm sites

Grass Seed	(30) lbs./acre
Fertilizer	(150) lbs./acre
Straw	(2200) 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.
- 1819 - The maximum distance to be seeded and fertilized from the road centerline shall be 40 feet for the cut slopes and fill slopes.
- 1820 - The Purchaser shall notify the Authorized Officer at least 2 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 - When spread the seed and fertilizer must overlap on the ground uniformly so that there will be no voids in the treated areas.
- 1823 - No materials shall be applied when wind velocities would prevent a uniform application of the seed and fertilizer or when winds would drift the seed and fertilizer outside of the designated treatment area.
- 1824 - Seed and fertilizer will not be applied above the upper edge of cut banks unless otherwise specified.
- 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 shall be performed manually with hand tools, including chain saws or mechanically with self powered, self-propelled equipment specifically constructed and configured for cutting vegetation.
- 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 remaining will be severed from the trunk.
- 2013a - Vegetation shall be cut and removed from the road bed between the outside shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. Limbs below the 1 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 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6

inches in diameter for sight distance or safety may be directed by the Authorized Officer.

- 2105 - Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height shall be cut within these areas.
- 2108 - Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- 2109 - Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2113 - Roadside brushing shall be accomplished as shown on the plans and as listed below:

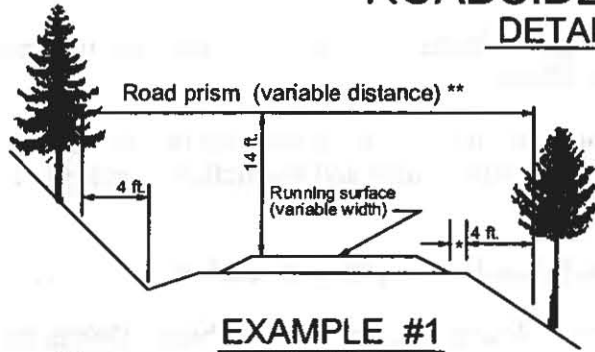
Road Number & Segment	From Mile Post	To Mile Post
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4-5E-07.00, part	0.00	0.15
4-5E-07.01, A	0.00	0.28
4-5E-07.09, A	0.00	0.27
4-5E-18.00, A, B	0.00	2.41
4-5E-18.01, A	0.00	0.29

- 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.

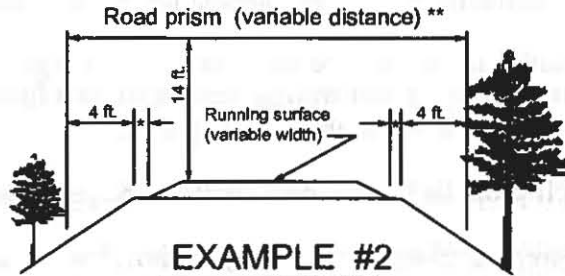
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Bureau of Land Management  
SALEM DISTRICT - OREGON

EXHIBIT C  
ORS000-TS12-501  
Sale: Airstrip Thinning Timber Sale  
Sheet 25 of 27

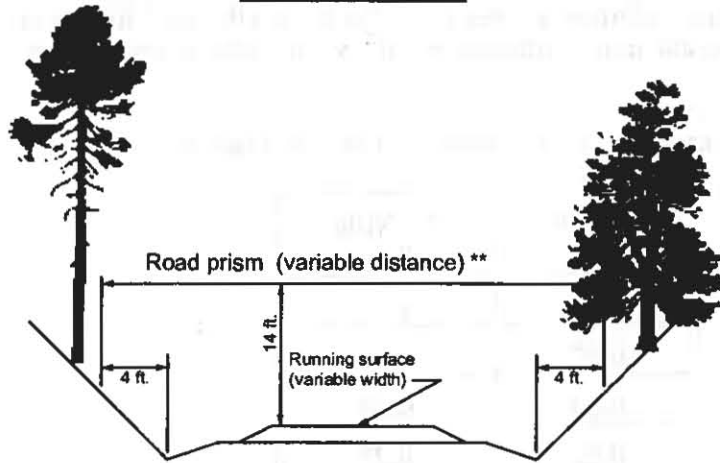
ROADSIDE BRUSHING  
DETAIL SHEET



EXAMPLE #1



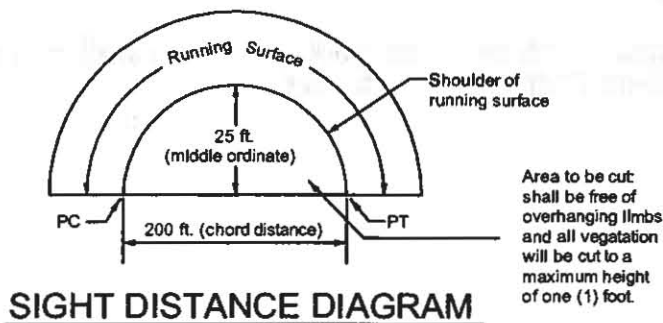
EXAMPLE #2



EXAMPLE #3

(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

NOTE:

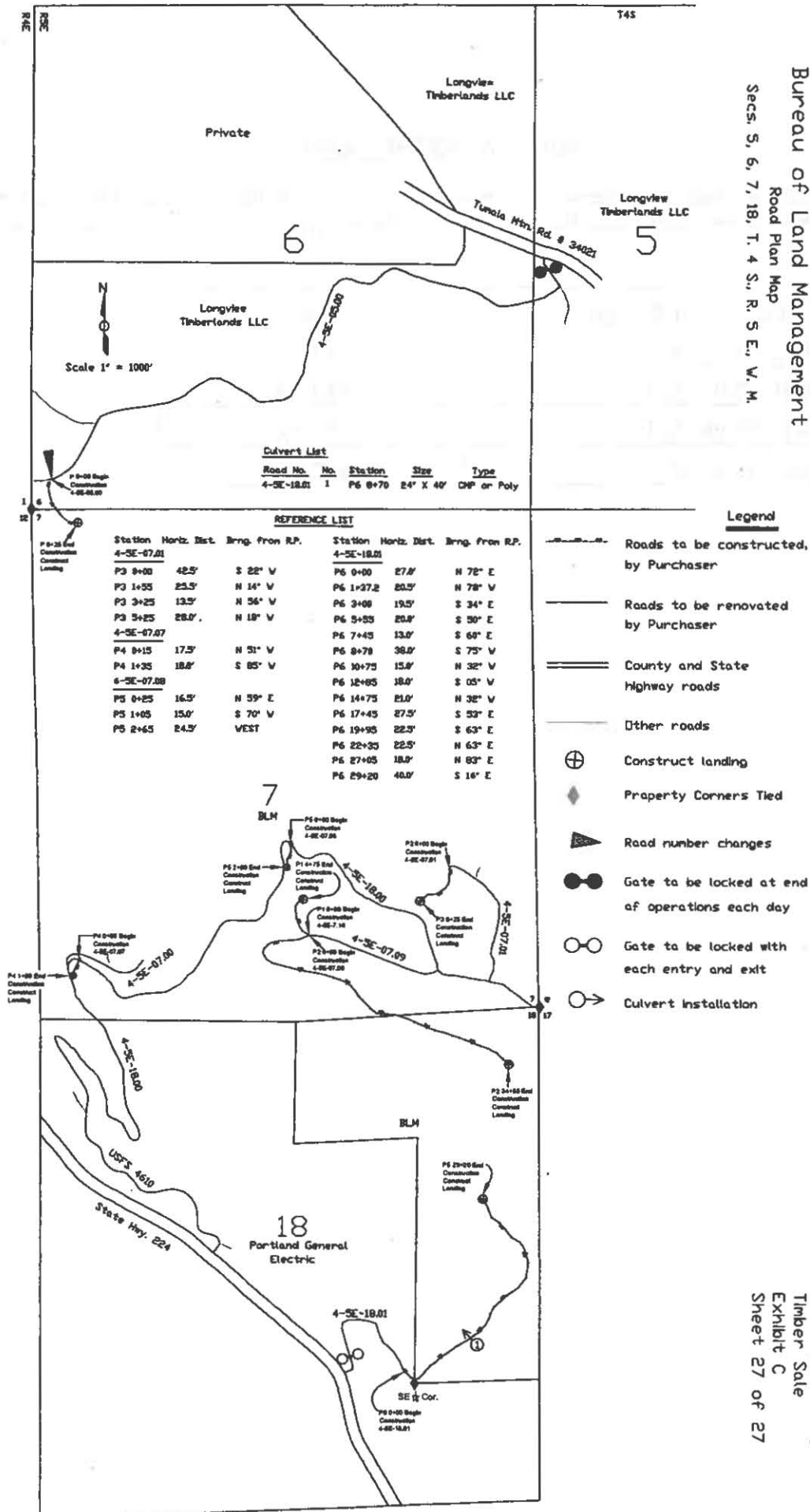
Prior to beginning roadside brushing the purchaser shall establish a control section in a location determined by the Authorized Officer. This section will be used to physically and visually establish acceptable cutting and cleanup standards to be used for the remaining roadside brushing.

**SLOPE STAKING - 2300**

- 2313a - The preliminary lines are referenced approximately every 200 feet with metal tags on trees showing station, bearing and horizontal distance to the preliminary line on the roads shown below:

Road Number & Segment	Stations
4-5E-07.01, A	P3 5+25
4-5E-07.07, A11	P4 1+80
4-5E-07.08, A11	P5 2+65
4-5E-18.01, B	P6 29+20

Contract Number  
DRS000-TS12-501  
Alstrip Thinning  
Timber Sale  
Exhibit C  
Sheet 27 of 27



**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
	1	Contents
3000	2	General
3100	2 - 4	Operational Maintenance
3200	4	Seasonal Maintenance
3300	4 - 5	Final Maintenance
3400	6	Other Maintenance

## **ROAD MAINTENANCE SPECIFICATIONS**

### **GENERAL - 3000**

- 3001 The Purchaser shall be required to maintain all roads 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 and 3403a.
- 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 roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

### **OPERATIONAL MAINTENANCE - 3100**

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor 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 100 cubic yards (truck measure) of crush 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 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 Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary and no less than one 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 Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary and no less than one 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 in accordance with Section 2100 of Exhibit C.

- 3108 The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a The Purchaser shall perform logging operations on gravel or bituminous roadways only where the locations have been marked on the ground and approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

### **SEASONAL MAINTENANCE - 3200**

- 3201 The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes 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 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the 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 completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include a final blading with a motor patrol grader of all roads shown as Purchaser Maintenance roads on Exhibit E and the placement of any remaining crushed rock material in accordance with Subsection 3102 and any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part

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

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

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

3303 In-stream work for the removal of culverts on the 4-5E-18.01 at station 8+70 shall be conducted the same year as installation between July 15<sup>th</sup> and August 30<sup>th</sup> both days inclusive to protect water quality. Removal of culverts shall be in strict accordance with specifications shown on Exhibit H. Excavated material resulting from culvert removals shall be disposed of in strict accordance with specifications shown on Exhibit H.

The culvert to be removed at station 8+70 of the 4-5E-18.01 road shall remain the property of the Government. The Purchaser shall take precautions to not damage the culvert when removing. If culvert is damaged and unsuitable for re-use, as determined by the Authorized Officer, Purchaser shall replace culvert with like material of equal dimensions. The culvert at station 8+70 on the 4-5E-18.01 road shall be placed adjacent to the removal site so that it is accessible by a trailer for loading.

3304 Within thirty (30) days after completion of hauling, the Purchaser shall water-bar roads 4-5E-05.00 segment D, 4-5E-07.01 segment B, 4-5E-07.07, 4-5E-07.08, 4-5E-07.09, 4-5E-07.10 and 4-5E-18.01 segment B as shown on the Exhibit E map. All water-bars shall be constructed in strict accordance with the specifications shown on Exhibit H. Exact locations and quantities of water bars to be determined by the Authorized Officer.

3305 Within thirty (30) days after completion of hauling the Purchaser shall construct a barricade on roads 4-5E-05.00 segment D, 4-5E-07.00, 4-5E-07.01 segments A, B, 4-5E-07.07, 4-5E-07.08, 4-5E-07.09 segments A, B, 4-5E-07.10 and 4-5E-18.01 segment B. A debris barricade shall consist of stumps, rocks, cull logs, dirt and other available debris. Debris, trench and berm barricades shall be constructed so as to prevent use of the road by vehicles. Barricade construction shall be in strict accordance with the specifications shown on Exhibit H of this contract. Exact location and type to be determined by the Authorized Officer.

3306 All natural surfaced roads shall be seeded and fertilized. All disturbed areas created by culvert removal or trench and berm barricade construction shall be seeded, fertilized and mulched. The type of seed, fertilizer and mulch as well as application rate shall be in accordance with

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 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

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

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

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 application of water shall be made at the rate of one- half gallon per yd<sup>2</sup> of road surface traveled.

The following road shall be watered:

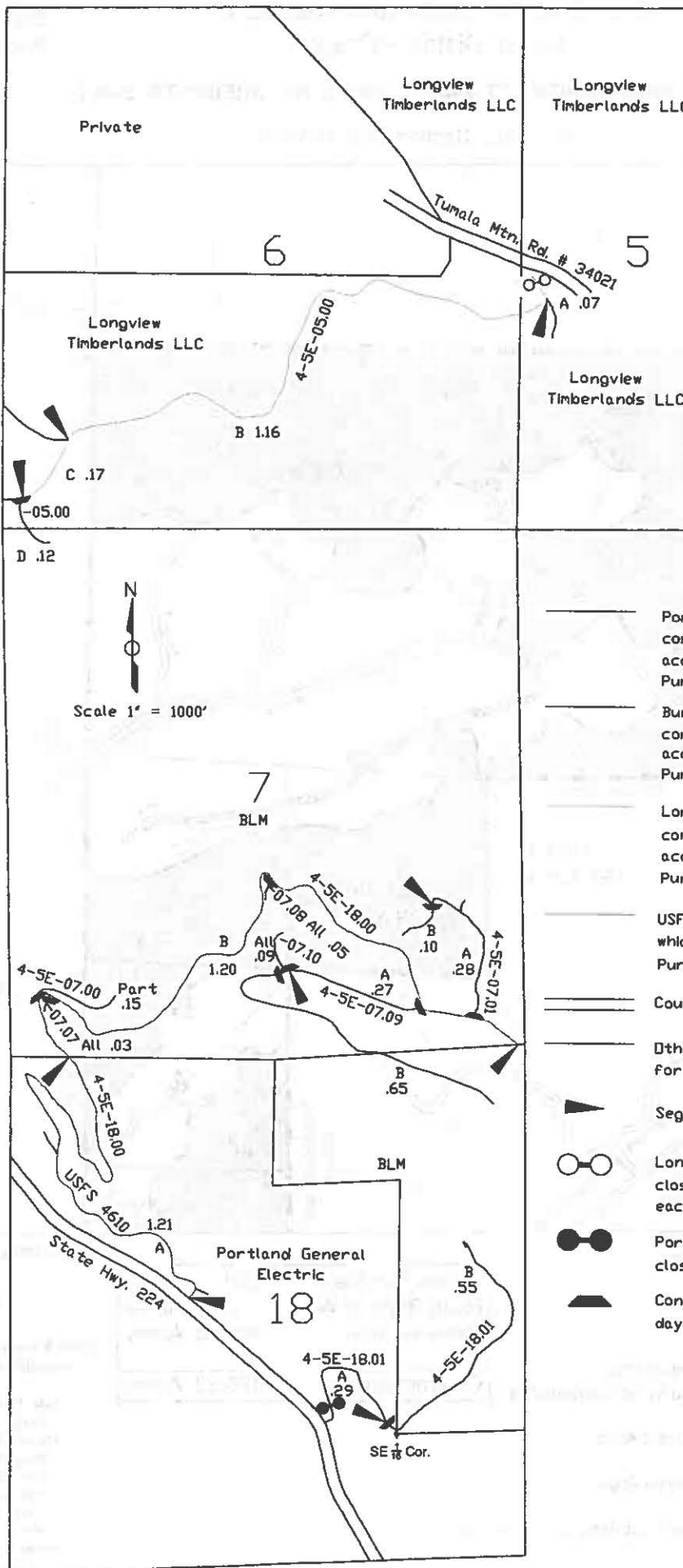
Road Number & Segment	M.P.	M.P.
4-5E-18.01, Segment A	0.00	0.29

3403a During hauling, the Purchaser shall reduce hauling speeds to 5 MPH on the following road:

Road Number & Segment	From M.P.	to M.P.
4-5E-18.01, Segment A	0.00	0.29

3408 Dust palliatives shall be applied by distribution equipment designed, equipped, maintained, and operated in a manner that the material is uniformly applied on variable widths of surface at readily determined and controlled rates. All equipment shall be of a standard commercial type that will provide satisfactory performance.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Road Use and Maintenance Map  
Secs. 6, 7, 18, T. 4 S., R. 5 E., W. 1 M.



Legend

- Portland General Electric controlled road over which access is provided, Purchaser maintenance
- Bureau of Land Management controlled roads over which access is provided, Purchaser Maintenance
- Longview Timberlands LLC controlled roads over which access is provided, Purchaser maintenance
- USFS controlled roads over which access is provided, Purchaser maintenance
- County & State roads
- Other roads not authorized for use
- Segment Break
- Longview Timberlands LLC gate, close at end of operations each day
- Portland General Electric gate, close with each entry and exit
- Construct barricade within 30 days after completion of hauling

Contract Number  
DRS000-TS12-501  
Alfstrip Thinning  
Timber Sale  
Exhibit E

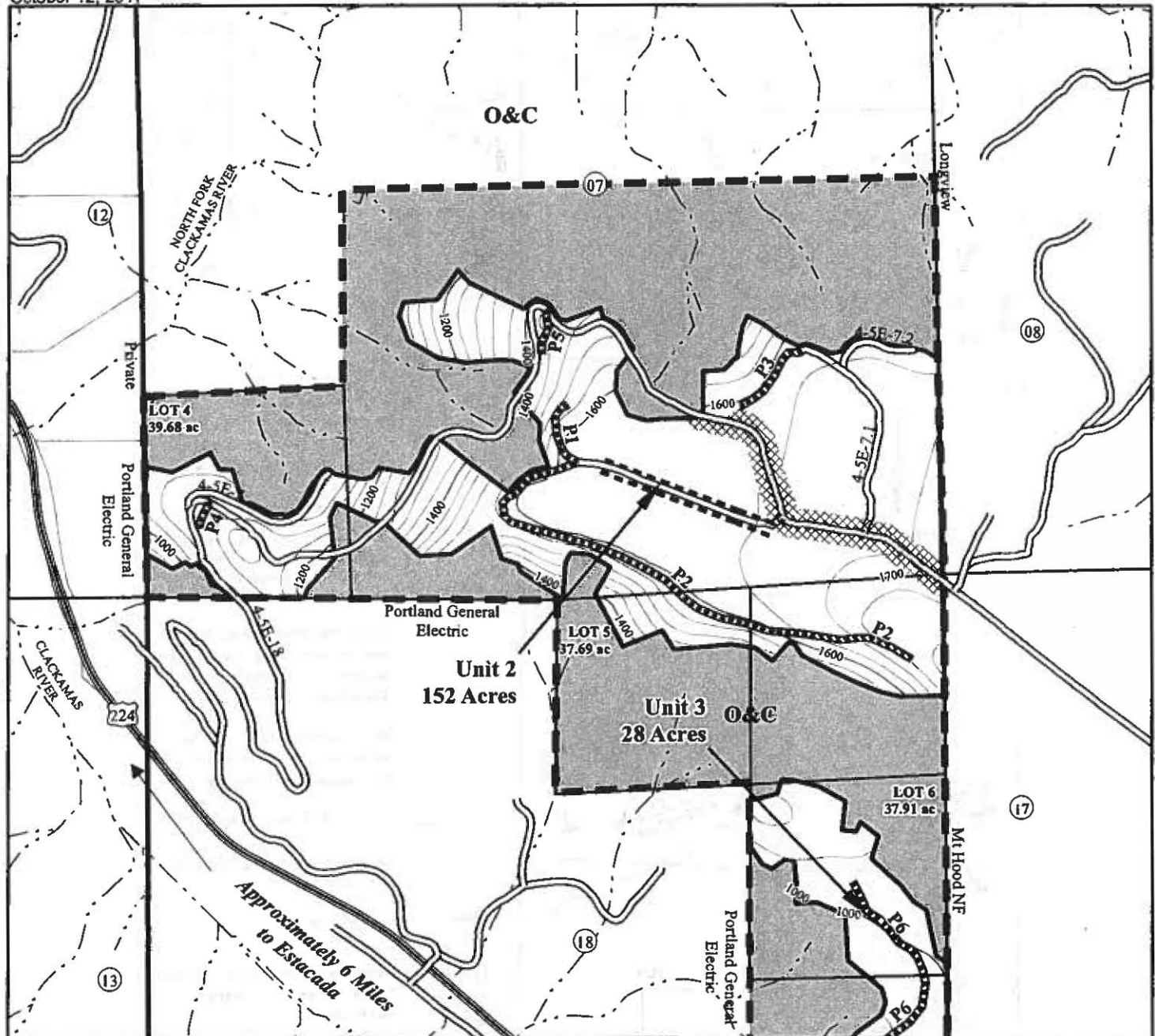
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Airstrip Thinning  
Exhibit F  
Page 1 of 1

**TIMBER SALE CONTRACT MAP - Contract No. ORS000-TS12-501**

T.4S., R.5E., Sections 7 & 18 W. M.

October 12, 2011



1,000 500 0 1,000 Feet

Fuel Treatment Area

Existing Road

Highways

Streams

Landing Strip

Right-of-Way  
Road to be Constructed

Contract Area

Reserve Area

Partial Cut Area Unit Boundary

Partial Cut Area	201	Acres
Road Right of Way	6	Acres
Reserve Area	268.23	Acres
<b>Contract Area</b>	<b>475.23</b>	<b>Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

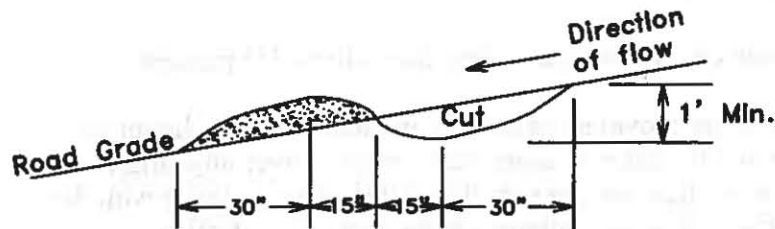
Note: Unit acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

**SPECIAL PROVISIONS FOR MACHINE PILING AND PILE COVERING**

1. Piling of brush and logging debris shall be performed with a track mounted hydraulic excavator referred to as a "shovel" in this contract. The shovel shall be equipped with a controllable grapple head or hydraulic thumb capable of picking up logging slash and debris without also picking up more than minimal soil. The shovel shall have a minimum reach of twenty (20) feet. Prior to commencement of piling work, all equipment shall meet the approval of the Authorized Officer. The shovel shall be cleaned in accordance with section 41.kk..
2. The shovel shall not operate on slopes greater than thirty-five (35) percent.
3. The Purchaser shall operate the shovel so as to keep the tracks of the shovel on top of unpiled slash and/or brush and to make no more than one pass over any single spot on the ground. Areas receiving more than one pass shall be tilled in accordance with the instructions of the Authorized Officer if, in the opinion of the Authorized Officer, compaction has occurred.
4. Logging slash and debris smaller than six (6) inches diameter, large end, and longer than four (4) feet, shall be piled so that the remaining slash and debris shall average less than four (4) inches deep and shall not have any concentration of slash and debris more than eight (8) inches deep. Remaining slash and debris shall not be matted so that it would, in the opinion of the Authorized Officer, be continuous enough to carry fire during the dry season.
5. Logging slash and debris and brush shall be piled as directed by the Authorized Officer. Piles shall be tight, free of dirt, and free of projecting limbs or slash which would interfere with adequate pile covering. If, in the opinion of the Authorized Officer, the structure of the piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
6. Piles shall be located in areas suitable for burning as determined by the Authorized Officer. The piles shall not be closer than thirty (30) feet from the unit boundary or in locations which, in the opinion of the Authorized Officer, would endanger reserve trees.
7. Upon completion of 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. Landing piles shall be covered with enough plastic to keep pile dry enough to ensure pile consumption. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from 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.

**U.S. DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Salem District**

**EXHIBIT H  
ORS000-TS12-501  
Airstrip Thinning Timber Sale  
Sheet 1 of 3**

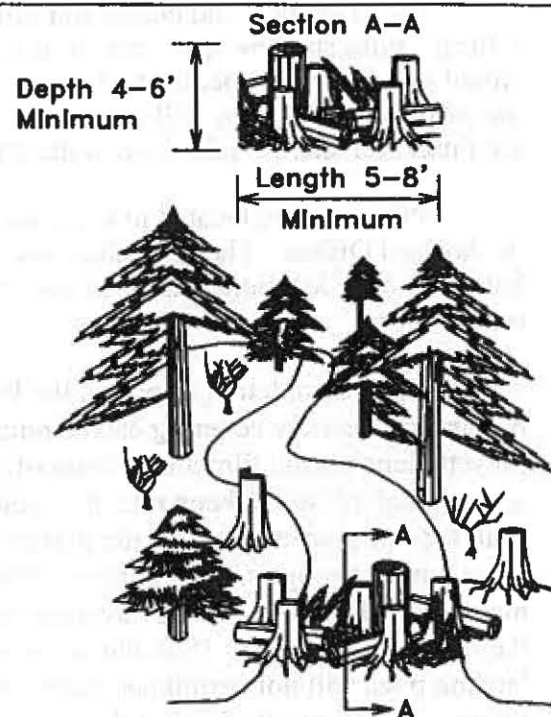


1. Waterbars shall be constructed as shown.
2. Exact locations will be flagged by the Authorized Officer prior to construction.
3. All waterbars shall be skewed 30 degrees.
4. Waterbars shall extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.
5. See Itemized Project List for quantities and locations.

**Typical Waterbar Details  
(Not to scale)**

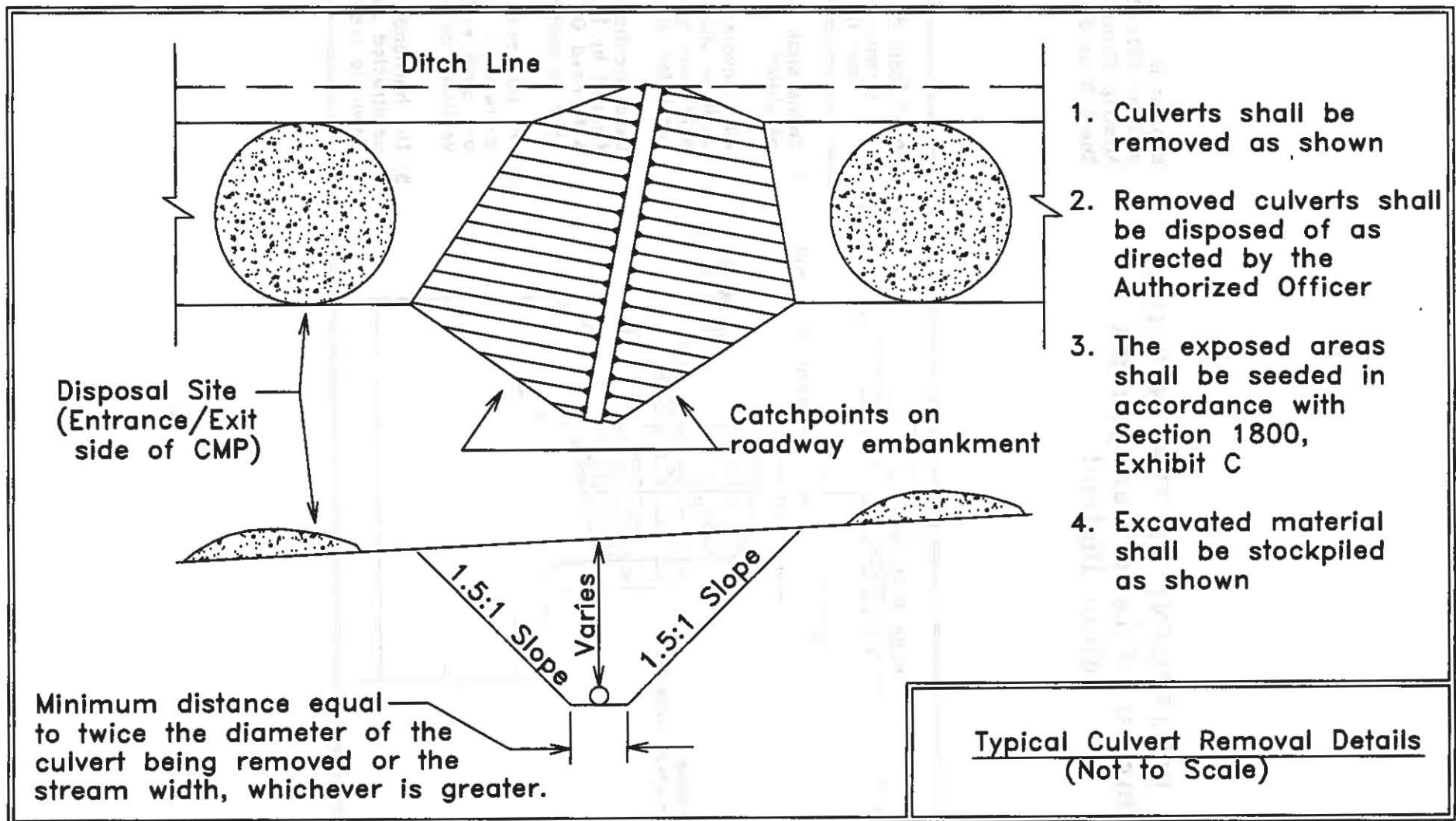
**Typical Debris Barricade Details  
(Debris & Earth berm)  
(Not to Scale)**

1. Roads shall be blocked as shown using available debris
2. All barricade material shall be stockpiled in a large configuration of stumps, logs, large rocks, woody material and earth. Earth will be used to aid debris from being cut or removed from the site.
3. Barricade locations will be flagged by the Authorized Officer prior to construction
4. The barricade shall span the entire width of the roadway and shall sufficiently block all vehicular access to the road



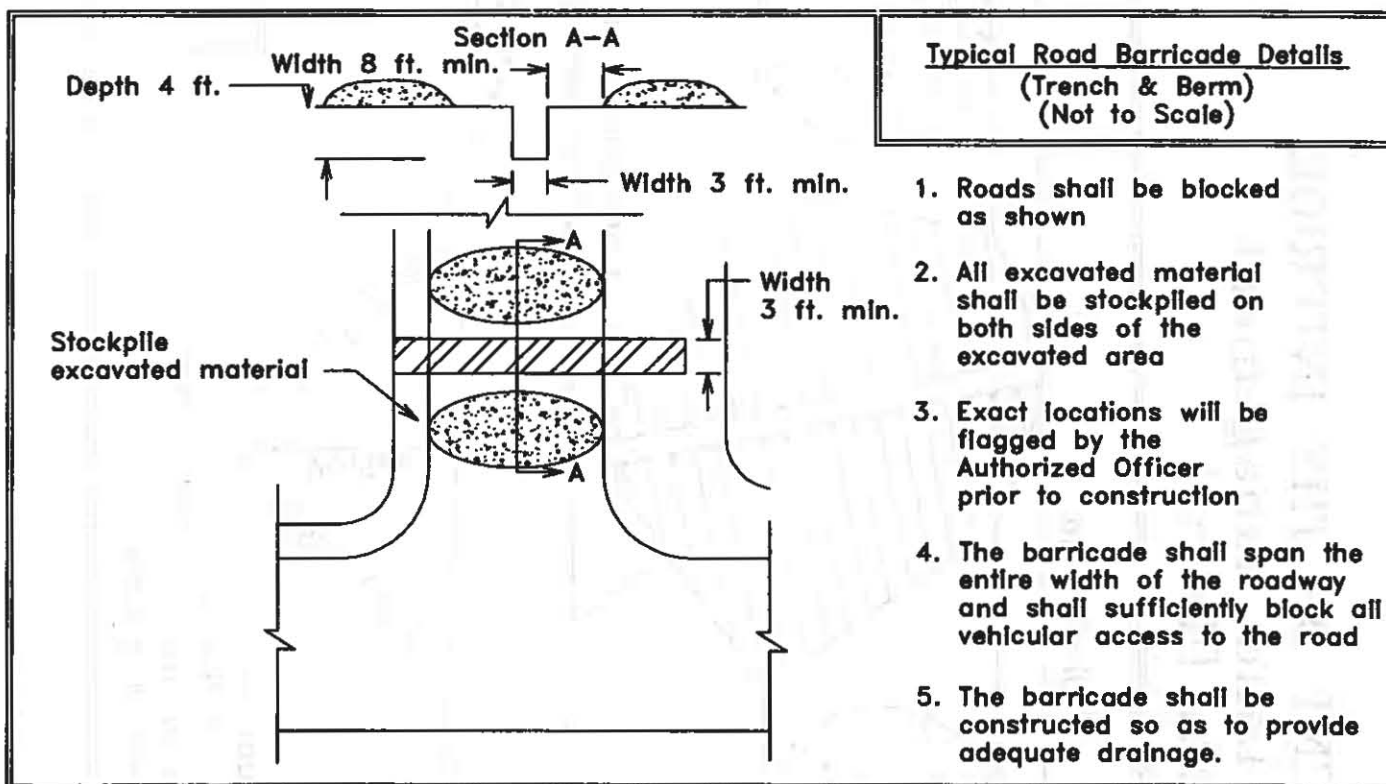
U.S. DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Salem District

EXHIBIT H  
ORS000-TS12-501  
Airstrip Thinning Timber Sale  
Sheet 2 of 3



**U.S. DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Salem District**

**Exhibit H  
ORS000-TS12-501  
Airstrip Thinning Timber Sale  
Sheet 3 of 3**



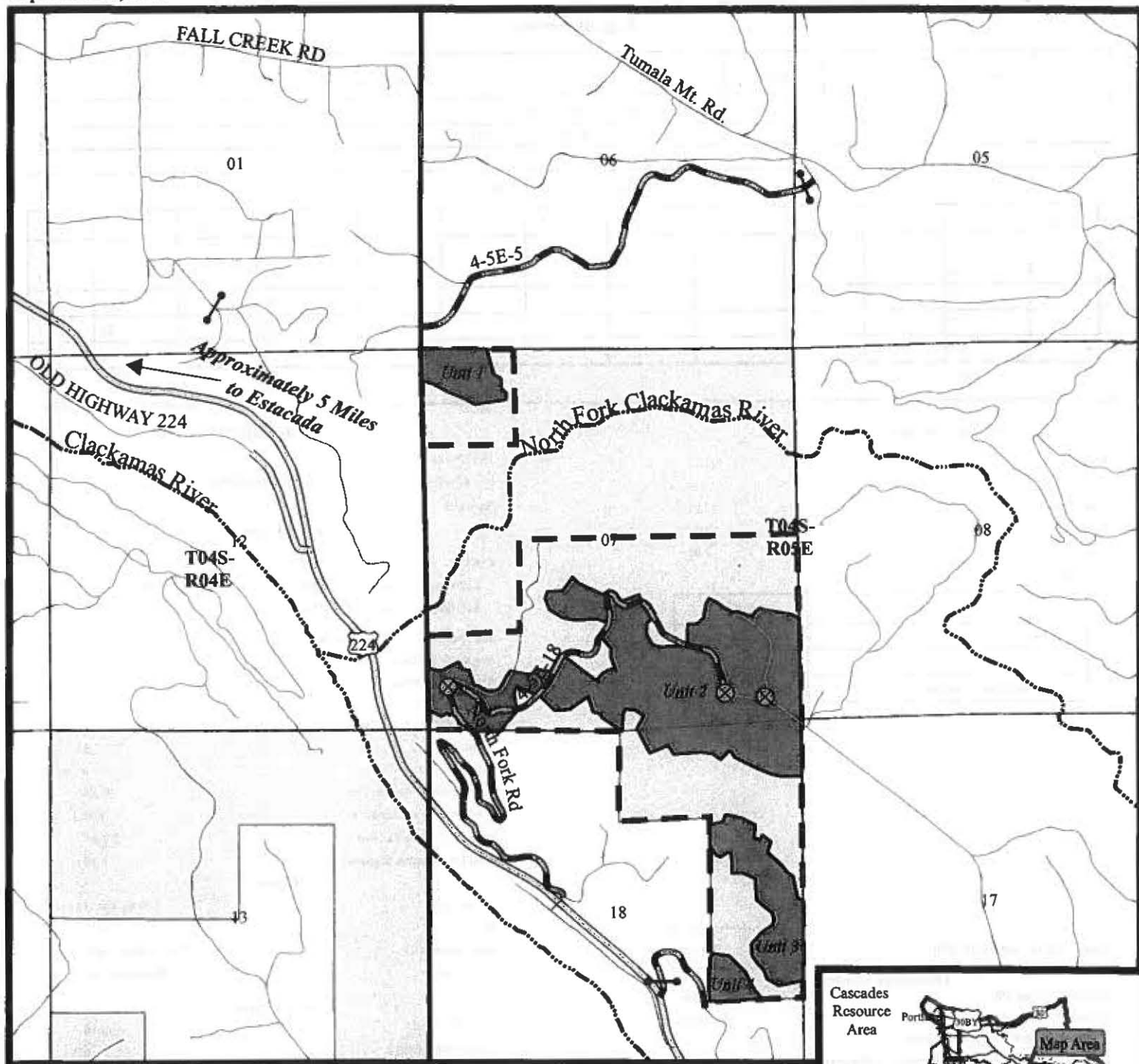
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**TIMBER SALE CONTRACT LOCATION MAP**

Contract No. ORS000-TS12-501

Airstrip Thinning  
Timber Sale  
Location Map  
Page 1 of 1

September 27, 2011

T. 4S, R. 5E, Sections 7 & 18 W. M. - SALEM DISTRICT - OREGON

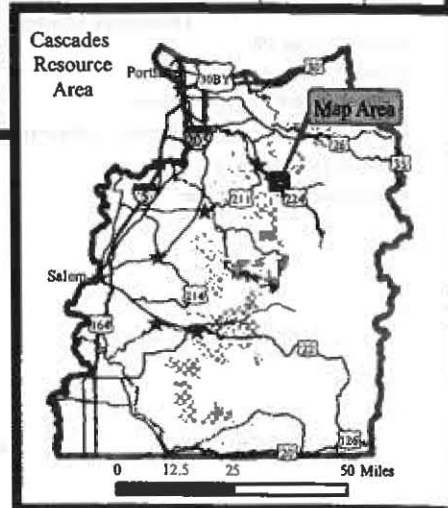


1 0.5 0 Miles

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



- |                  |                              |
|------------------|------------------------------|
| ⊗ Earth Berm     | ~ State Hwys                 |
| — Gate           | ~ Major Streams              |
| ~ Access Route   | ■ Airstrip Partial Cut Areas |
| ~ Existing Roads | --- Contract Area            |
|                  | ■ Bureau of Land Management  |



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

Salem  
Airstrip thinning  
TS 12-501

**Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	4S	5E	7	Lots 1 & 4, E1/2 SW1/4, SE1/4. WM.
O&C	4S	5E	18	Lots 5 & 6, NE1/4 NE1/4, NE1/4 SE1/4. W.M.

**Cutting Volume (16' MBF)**

Unit	DF								Total	Regen	Partial	ROW
1	178								178	0	15	1
2	2,327								2,327	0	152	3
3	432								432	0	28	1
4	79								79	0	6	1
Totals	3,016								3,016	0	201	6

**Logging Costs per 16' MBF**

Stump to Truck	\$	141.13
Transportation	\$	97.14
Road Construction	\$	13.01
Road Amortization	\$	0.12
Road Maintenance	\$	2.00

Other Allowances :

Equipment Washing	\$ 0.25
Flagger	\$ 0.29
Misc	\$ 3.07
<b>Total Other Allowances :</b>	<b>\$ 3.61</b>

**Profit & Risk**

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

**Tract Features**

Avg Log	Douglas-fir : 54 bf	All : 54 bf
Recovery	Douglas-fir : 96 %	All : 96 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume ( 16' MBF per Acre)		15
Avg Yarding Slope		35 %
Avg Yarding Distance (feet)		400
Avg Age		70
Volume Cable		35 %
Volume Ground		65 %
Volume Aerial		0 %
Road Construction Stations		84.45
Road Improvement Stations		0.00
Road Renovation Stations		253.44
Road Decommission Stations		0.00

**Cruise**

Cruised By	Jeremy Potoc
Date	07/12/2011
Type of Cruise	PCMTRE & 100%
County, State	Clackamas, OR

**Net Volume**

Green (16' MBF)	3,016
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

**\$ 257.01**

**Utilization Centers**

Center #1 : Lyons OR	70 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	70

**Length of Contract**

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months

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

Salem  
Airstrip thinning  
TS 12-501

**Stumpage Summary**

**Stumpage Computation (16' MBF)**

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	16,912	3,016	\$ 428.40	\$ 42.84	\$ 257.01			\$ 128.50	\$ 387,556.00
<b>Totals</b>	<b>16,912</b>	<b>3,016</b>							<b>\$ 387,556.00</b>

**Log Code by Percent**

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				48.0	44.0	8.0

**Marginal Log Volume**

Species	Grade #7	Grade #8
Douglas-fir		

**Appraised By :** Poteet, Jeremy

**Date :** 07/13/2011

**Area Approval By :** Hazen, Pete

**Date :** 09/19/2011

**District Approval By :**

*Kenna Taylor*

**Date :** 1/9/2012

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

Salem  
Airstrip thinning  
TS 12-501

**Prospectus**

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	16,912	3,016	2,400	5,479
<b>Total</b>	<b>16,912</b>	<b>3,016</b>	<b>2,400</b>	<b>5,479</b>

**All Species**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
3,129	16,912	185	14.1	3,125	58,235	53

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
58,235	34	58,269	3	3,016	3,129	96 %

**Douglas-fir**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
3,129	16,912	185	14.1	3,125	58,235	53

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
58,235	34	58,269	3	3,016	3,129	96 %

**Cutting Areas**

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		15	1	16
2		152	3	155
3		28	1	29
4		6	1	7
<b>Totals :</b>		<b>201</b>	<b>6</b>	<b>207</b>

<b>UNITED STATES</b> <b>DEPARTMENT OF THE INTERIOR</b> <b>BUREAU OF LAND MANAGEMENT</b>  <b>EXPORT DETERMINATION</b>	<div style="text-align: center; font-size: small;"> <b>OMB CLEARANCE</b>  NO. 1004-0058 EXPIRES MAY 31, 1983 </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Location of facility where Federal Timber is expected to be processed. </div> <div style="text-align: center; font-weight: bold; margin-top: 10px;"> INSTRUCTIONS </div> <p>Timber sale applicant forwards information to authorized officer.</p>						
In compliance with requirements of 43 CFR 5424, <input type="checkbox"/> I <input type="checkbox"/> We hereby submit the following information:							
<p>(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?  <input type="checkbox"/> Yes    <input type="checkbox"/> No (If Yes, give date of last export sale.)  a. Export (date) _____</p>							
<p>(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.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">a. Affiliate _____</td> <td style="width: 50%;">Export date _____</td> </tr> <tr> <td>b. Affiliate _____</td> <td>Export date _____</td> </tr> <tr> <td>c. Affiliate _____</td> <td>Export date _____</td> </tr> </table>		a. Affiliate _____	Export date _____	b. Affiliate _____	Export date _____	c. Affiliate _____	Export date _____
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 _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Title</td> <td style="width: 50%; padding: 5px;">Date</td> </tr> </table>	Title	Date				
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.

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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

SELF CERTIFICATION CLAUSE  
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders must certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date must be the same.

A Self Certification Clause must accompany the deposit to qualify for each set-aside sale. After a sale award is made,

the Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be resubmitted to qualify for other set-aside sales offered on the same date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

Agency Forest	Sale Name
Bureau of Land Management	Airstrip Thinning

**SMALL BUSINESS CERTIFICATION REQUIRED ON  
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. ORS040-TS12-501 to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.
2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.
- (b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.
- (c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.
3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.
4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

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

LUMP SUM SALE

Tract Number

ORS040-TS12-501

Sale Name

Airstrip

Sale Notice (dated)

January 13, 2012

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 \$38,800.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check  
☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED

ORAL BID MADE

PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	3016	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 _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	

TOTAL PURCHASE PRICE

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

Bid submitted on (date)

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

☐ Signature, if firm is individually owned

Name of firm (type or print)

☐ Signatures, if firm is a partnership

Business address, include zip code (type or print)

☐ Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid  
By (signature)

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

Sealed Bid - Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:

Oral Auction - Submit to Sales Supervisor prior to closing of qualifying period for tract.

- (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 CER 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

**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.