Form 1221-2
(June 1969)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OREGON STATE OFFICE
MANUAL TRANSMITTAL SHEET

Release
5-253

Date
12/01/2016

Subject

Oregon State Office Preparation for Sale H-5420-1

1. Explanation of Materials Transmitted: Subsequent to the issue of the Oregon Forest Product Sale Procedure Handbook (FPSPH) in June 2016, the Washington office issued new Stewardship Contracting Policy. Minor edits were needed to the FPSPH to ensure compliance with these new policies.

2. Reports Required: None

3. Materials Superseded: Pages 19, 30, 34 of H-5420-1, Release 5-253 (06/17/16).

4. Filing Instructions: File as directed below.

   Remove pages 19, 30, 34 and replace with the attached pages.

Remove	Insert
Page 19, Release 5-253 (06/17/16)	Page 19, Release 5-253 (12/01/16)
Page 30, Release 5-253 (06/17/16)	Page 30, Release 5-253 (12/01/16)
Page 34, Release 5-253 (06/17/16) (Total: 3 sheets)	Page 34, Release 5-253 (12/01/16) (Total: 3 sheets)

Signed by
Cathy L. Harris
Assoc. Deputy State Director for
Resource Planning, Use & Protection

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I. INTRODUCTION.

The authority, responsibility, and policy for preparation for sale of forest products are set forth in Bureau of Land Management (Bureau, BLM) Manual Sections 5300, 5310, and 5420. This handbook provides detailed instructions for sale planning, sale layout, forest product measurement and appraisal, and preparation of contracts and exhibits. This handbook assumes that out-year planning activities, including those outlined in H-5410-1, ANNUAL FOREST PRODUCT SALE PLAN, have been addressed.

Items specific to western Oregon only will be in *italic* font.

When performing the work discussed within one of the major steps presented below (planning, layout, measurement, appraisal, etc.), it is not required that all tasks in that step be completed before initiating tasks in the next step. For example, some tasks in harvest unit layout can be initiated prior to the completion of treatment planning. In other cases for particularly critical items, a logical order of completion may be essential to avoid wasted effort. It may be prudent to complete the preliminary layout first so as to concentrate the area on which to conduct necessary surveys and clearances. However, if it is anticipated that these field surveys could have a major influence on cutting area and/or road locations, it may be more efficient to wait until the surveys have been completed. The goal should be an orderly and efficient process that ensures land use plan management direction and all necessary legal requirements are met, and that tracts are offered for sale when intended in order to meet performance targets. However, prior to offering (advertising) a tract for auction or negotiating the sale of a tract, all tasks discussed in this handbook must be completed.

II. PROJECT-SPECIFIC PLANNING AND DECISIONS.

The BLM is required to protect a variety of resources by statute, regulation, and policy. These protection mandates are an overlay on the mandate to manage BLM lands. While they can make timber harvest tract design and implementation more complicated, the requirements to protect these resources are not casual or discretionary, and must be incorporated into the timber harvest design.

A. Relationship of Land Use, Activity Plans, National Environmental Policy Act (NEPA) and Harvest Tract Design. Land use plans are required by the Federal Land Policy and Management Act (FLPMA). Refer to BLM Manual Supplement H-1601-1, Land Use Planning Handbook, for more information. Land use plans provide objectives, management direction, best management practices (water quality, soil productivity, etc.), and other resource development and protection measures for District or Statewide management of BLM lands. Through the NEPA planning process, with an Interdisciplinary Team (IDT), the BLM develops Resource Management Plans (RMP) as part of the land use planning process. An environmental impact statement (EIS) is typically the level of NEPA analysis used in the RMP level planning process. The EIS develops various management alternatives and analyzes and discloses the environmental effects of the alternatives. This analysis leads to a Record of Decision, which becomes the RMP. When a project is being developed for implementation an environmental assessment (EA) or EIS level NEPA analysis may be conducted, by an IDT, which is utilized to analyze and disclose the impacts of the proposed forest management action, including associated road

construction/closure, cutting method, harvest system, site preparation, slash disposal, etc. This project specific NEPA must incorporate the guidance provided by the RMP. If an EA determines that the impacts of the project will exceed those disclosed in the RMP, the project must be redesigned or a new EIS may be necessary. If the EA determines that the impacts of the project do not exceed those disclosed in the RMP a Finding of No Significant Impact (FONSI) is issued and the decision may move forward. Once a decision is reached in the project specific NEPA analysis, that decision is implemented through harvest tract design and preparation and implementation of the associated forest product sale contract. Note that to reach a FONSI, the BLM must be able to demonstrate that there are no significant impacts that have not already been disclosed and analyzed in the RMP.

B. Issues to be aware of when implementing a decision. There is the potential for inconsistencies to occur between the project decision, as supported by the NEPA analysis and other decision support documents, and the on-the-ground implementation of those decisions. Inconsistencies can occur during the layout of individual harvest units as well as during the preparation or administration of timber sale contracts. The decision support documents have specific limitations and constraints that limit their ability to allow variations during on-the-ground implementation. It is imperative to establish processes to reduce the potential occurrence of inconsistencies to the lowest possible level in each field office. When such inconsistencies occur, they create a potential vulnerability for the project and the BLM to legal challenges. They can lead to the halting of the project by the Interior Board of Land Appeals or the federal courts. If the inconsistencies include violations of regulation or statute, they can also potentially lead to civil and/or criminal liability for the BLM managers and staff involved.

The processes established for the timer harvest design must ensure the right personnel have the necessary information at the appropriate time. In other words, the processes must ensure the necessary decision support information (e.g., activity plans, EA, biological opinions) is conveyed to inform project implementation personnel of the project design and/or mitigation features, as well as the purposes of these design features. It is also imperative that managers ensure project implementation personnel have the necessary knowledge and information regarding land use plan management direction and land use allocations, and appropriate sensitivity regarding the critical need for proper project implementation.

Some form of tracking is highly recommended. The intent of appropriate information flow from the land use plan, decision document, decision support documents, public input, etc., into a timber or other wood product sale contract is to ensure the project design features and/or mitigation are included in the contract and that engineering, layout, cruising, and contract administration personnel can efficiently and accurately implement legal requirements and the project decision.

C. Augmentation of Appropriations. Frequently the question is asked, “What is appropriate to include in a timber sale contract and what is not?” This question is answered through the concept of “Augmentation of Appropriations.” Augmentation of appropriations is defined by the Government Accountability Office (GAO) as the supplementing of appropriated funds with funds from other appropriations or other sources not specifically authorized by law. Without specific statutory authority, the bartering of Government property (the value of timber) for services is prohibited because it would result in an unlawful augmentation of an agency’s

appropriations. The Four-Point Test, first issued by a 1972 Regional Solicitor Opinion (see appendix 1), is still considered valid. The test is designed to help answer one basic question: "What must you require in a contract for it to legally proceed in compliance with law (Endangered Species Act, Clean Water Act, etc.) and the management direction of land use plans?" Timber sale contract requirements must be a normal incident of a timber sale needed to enable the harvest and transportation of timber. The associated mitigation must be directly related to the harvest of timber. In planning a forest management action to be implemented through a timber sale contract, line officers should be cautious and only authorize the minimum mitigation necessary to comply with the land use plan/ EIS and support a FONSI, as exceeding the minimum may constitute an illegal augmentation of appropriations (see section II.C and appendix 2).

D. Mandatory versus Optional Contributions. There may be situations where the contracting officer wants to include a contract clause that specifies a mandatory and/or optional contribution from the Purchaser to the BLM in lieu of completing certain work required under the contract. When contributions are made, BLM receives funds to complete the work, rather than the Purchaser completing the work as a contract performance item.

In addition to augmentation of appropriations, the Solicitor's opinion in appendix 1 also addresses mandatory versus optional contributions. The requirement of a fee payment must be authorized by statute. The *Federal Land Policy and Management Act of* 1976, P. L. 94-579, section 502, grants the Bureau authority to require the payment of road maintenance and use fees under the terms of a timber sale contract. There are no other mandatory fees that are allowed at this time. Optional (or voluntary) contributions, such as slash disposal, subsoil ripping to mitigate soil compaction, or the application of grass seed are permissible assuming they are necessary for a project to proceed in compliance with law and the management direction of land use plans. Including an optional or voluntary contribution is frequently referred to as giving the Purchaser a "buy-out" option.

E. Long-Range and Short-Range Planning. Both long-range and short-range planning should be complete prior to making any investment in harvest tract layout; however, there may be exceptions. The Authorized Manager should review the following items with the field staff in order to ensure that forest product sale preparation work can proceed and on-the-ground work does not have to be adjusted or redone.

1. Land use plans and multiple-use relationships.

2. Any available activity plans, or other watershed or landscape assessments or plans for special use areas, and other activities (e.g., Habitat Management Plans, Fire Management Plans, oil and gas leasing provisions, grazing allotment management plans).

3. Five-year and annual forest product sale plan.

4. Travel or transportation management plans for roads, including any road design standards.

5. Access plan for area and current status of access acquisition.

6. Terms and conditions of right-of-way agreements and easements for the intended haul route.

7. Status of cadastral surveys and condition of monumentation in area.

8. Status of inventories of special status, sensitive, threatened, or endangered plants and animals; status of any necessary clearances for cultural resources, etc.

9. Compliance with the Special Status Species Policy (see BLM Manual Section 6840) including consultation or conferencing on any proposed or listed species with the appropriate regulatory agency.

10. Notification requirements to the U.S. Army Corps of Engineers under Section 404 of the Federal Water Pollution Control Act if work involves discharge of dredged or fill material in navigable waters dependent on the applicability of any general permit issued pursuant to Section 404.

11. Applicability of coastal zone management programs pursuant to the Coastal Zone Management Act.

12. Requirements of any applicable interagency agreement for cooperative sale action or integrated forest product sale.

13. Any pending or proposed land exchanges, or other land status changes.

14. Other previously existing rights (e.g., mining claims, water rights). Completion of adjacent landowner-written notification of planned BLM forest management actions to be accomplished through a product sales contract, and soliciting input for any potential cooperative project planning, and review of any input.

F. Interdisciplinary Planning, NEPA Compliance, and Notices of Decision. All management actions to be accomplished through a forest product sales contract will be designed using an interdisciplinary team approach to achieve necessary multi-program objectives. See the BLM H-1790-1, National Environmental Policy Act Handbook (NEPA handbook, BLM NEPA handbook) for direction on how to conduct the appropriate NEPA analysis to support forest product sales decisions.

1. Environmental Assessments. Sale planners should work with line officers, NEPA Coordinators, and other resource specialists to ensure that NEPA requirements are satisfied prior to completing the preparation of a forest product sale. NEPA requirements can be found in the BLM NEPA handbook. For all forest product sale decisions supported by an EA, no forest products will be offered for sale prior to completion of all required NEPA documentation, including a FONSI and decision record. A well-written EA specifies objectives; it does not require specific equipment or methodology unless necessary.

The decision record for the forest product sale decision should include the decision, rational for the decision, project design features and/or mitigation measures, and a description of the

administrative remedy process. Protest procedure language for timber sale decision records is included in illustration 1.

The FONSI and decision record are separate documents and must have separate signatures. Advertised sales require the publication of a notice of decision. Negotiated (non-advertised) sales do not require publication of a decision notice; however, the Authorized Manager may determine that publication of a decision notice is in the public interest. Per 43 CFR 5003.2, publication of a corresponding notice of decision constitutes the decision document for the timber sale and establishes the effective date of the decision, initiating a 15-day period during which the public may submit protests of the decision.

2. Secondary Timber Sales and the Doctrine of Administrative Finality. Under certain circumstances, a district may need to issue a second or subsequent decision record or notice of decision for a timber sale that was previously offered or sold (i.e., the sale received no bids at auction; after a contract default and cancellation and reoffer of the remaining timber is intended; or where the Bureau completed additional NEPA documentation and made a new project decision). In such circumstances, the doctrine of administrative finality may apply to the administrative remedy opportunity, whereby those issues that have already been raised and ruled on in protest and/or appeal may not be brought a second time. Language for decision records related to administrative finality is included in illustration 1. In such circumstances, districts should consult with the State Office Forest Management Advisor on a case-by-case basis for specific guidance related to the administrative review and for specific guidance related to NEPA compliance.

3. Categorical Exclusions. For certain actions, an alternative to the preparation of an EA may be the use of a categorical exclusion (CX). Categorically excluded actions are those actions that Federal agencies have determined do not have a significant effect on the quality of the human environment (individually or cumulatively) and for which neither an EA nor an EIS is required (43 CFR 1508.4 and DOI Departmental Manual 516). A CX is a form of NEPA compliance that analyzes the categorically excluded action, without the detailed analysis that occurs in an EA or an EIS. Please refer to the BLM NEPA handbook, for more information on the use of a CX. Some additional considerations for use of a CX are:

a. High public interest (as defined in H-5400-1, SALES OF FOREST PRODUCTS) in an action that may be categorically excluded. Public involvement through notification or scoping may be appropriate and could be valuable in determining whether extraordinary circumstances apply. In this case, language regarding CXs and administrative remedy should be included (see illustration 2).

b. Public involvement, while not required in the use of a CX, may be necessary if public interest (as defined in H-5400-1, SALES OF FOREST PRODUCTS) dictates public notification of forest management decisions supported by CXs. Refer to H-5400-1, SALES OF FOREST PRODUCTS, for more information on administrative remedy and the issuance of published notices of decision.

Refer to illustration 3 for a modified version of the CX documentation format found in the NEPA handbook. This modified version provides space for the determination, and rationale, of non-

applicability of extraordinary circumstances that might apply to the project. Regarding extraordinary circumstance number 2.3, the decision in *Friends of the Earth v. U.S. Army Corps of Engineers* D.D.C., 2000, stated that the "effects of an action are 'highly controversial' when there is 'a substantial dispute' [about] the size, nature, or effect of the . . . action rather than the existence of opposition to a use." The format in illustration 3 also includes information for the public on administrative remedies. The Bureau must provide the public information on the available administrative remedy processes. The CX documentation must be included in the project file. Section H of illustration 3 provides example language for various decision notification scenarios.

BLM policy requires that a decision document be prepared, separate from the CX documentation, that provides for public notification of decisions. The decision document and public notification document should reference the CX documentation prepared for the project. Public notification can be done using existing district procedures, such as the use of a Planning Update and/or an on-site NEPA register, followed by posting of the notice of decision on the district Internet site. In this case, the NEPA register and district Internet site must be updated on the same date the decision document (supported by the CX review) is signed, and prior to project implementation.

The general language in illustration 2 regarding categorical exclusions is required in all district planning updates that contain notification of the preparation of any available forest management CX other than CXs provided by statute that may provide other specific direction on public notification. The CX format in illustration 3 is required for any available forest management CX other than CXs provided by statute that may provide other specific direction on CX documentation.

4. *Access Limitations–Western Oregon Only. The Oregon and California Lands O&C right-of-way regulations (43 CFR 2812) only apply to western Oregon, specifically the Salem, Eugene, Roseburg, Medford, and Coos Bay districts, and the Klamath Falls Field Office in the Lakeview District. Under the O&C right-of-way regulations, the Government obtains rights over private roads and lands to reach public lands for the purposes of management and/or removal of forest products. These rights apply to roads owned or controlled by the Permittee and roads constructed by the Government on Permittee lands. These rights are available for use by the Government and its licensees and exclude access for the general public. Because of legal and safety considerations, when access to a contract or harvest area involves a reciprocal right-of-way agreement, the general public should be informed that access is limited and, when necessary, district offices should arrange for BLM-escorted tours on an as-needed or scheduled basis to ensure for the safety and proper conduct of visitors and provide an opportunity for public comment and participation. Notification of Permitees is required prior to escorting members of the public over Permittee roads. Refer to H-2812-1 O&C Logging Road Right-of-Way Handbook for more information.*

G. Development of a Silvicultural Prescription. Depending on existing forest stand conditions, one or more silvicultural prescriptions should be prepared for the forest management action.

A silvicultural prescription is defined in the Society of American Forester's *Dictionary of Forestry* as "a planned series of treatments designed to change current stand structure to one that meets management goals." The silvicultural prescription provides the written direction for treatment(s) and should contain the rationale for the treatment. Silvicultural prescriptions should be designed to meet the management direction outlined in the applicable land use plan and other applicable management plans for the forest stand, including any forest health and fuels management objectives. Silvicultural prescriptions should include information such as:

1. Silvicultural objectives (timber production, forest health, fuels treatment, wildlife habitat improvement, etc.).

2. Site data (soils, topography, slope, aspect, elevation, hydrology, etc.).

3. Forest stand data, including:

   - Species composition
   - Stocking levels
   - Structure
   - Age and vigor for the forest stands being treated
   - Growth rates
   - Volumes
   - Wood quality
   - Fire regime condition class
   - Down wood and snags
   - Projected future condition with no management

4. Other resource values (wildlife habitat, recreation, visual, livestock grazing, cultural, etc.).

5. Description of the range of potential treatment alternatives that will attain the desired condition (include future proposed treatments needed to attain the desired condition).

6. Analysis of the alternatives, and selected alternative with rationale.

7. Marking/designation criteria to achieve desired forest stand condition.

8. Transportation system needs for post-harvest actions such as reforestation or pre-commercial thinning.

The silvicultural prescription should address the full rotation management plan for the identified forest stand at a specific location and may result in the identification of additional harvest in the future. It is advisable that the silvicultural prescription be completed as part of the interdisciplinary harvest planning effort and incorporated into the NEPA documentation for the forest management action. Not only will the silvicultural prescription have good documentation of potential alternative actions, it will also contain information on potential future activities that will support the cumulative effects discussion in the NEPA document. Good silvicultural prescriptions also promote evaluation of proposed projects on a landscape scale by looking at all forested lands within a specific geographic area and not just the areas proposed for treatment.

H. Harvest Unit Design. The harvest unit design process will determine the final location, size, and shape of a harvest unit, also referred to as the cutting area, in a given tract. It's design should take into consideration any potential future harvest activities; environmental effects, if any, identified in supporting NEPA documents; best management practices and other necessary environmental protection measures; the management direction identified in the relevant land use plan; long-term access needs; fuels management; and other relevant factors, including the guidance described in this handbook. Harvest unit design includes determination of road locations and preliminary cutting area boundaries, and, if not determined through the silvicultural prescription, determination of the appropriate cutting method (e.g., clearcutting, shelterwood, seed tree, coppice) and harvest system(s) (such as tractor or cable yarding).

1. Roads. Roads have the potential of creating the greatest impact related to a harvesting operation, so road design is a critical element in overall harvest unit design. Permanent roads and other facilities should be kept to the minimum necessary to meet management objectives. Where needed to fulfill short- and long-term management needs (i.e., improved motorized public access), roads should be located, designed, and constructed to the standards necessary for management objectives set out in the applicable land use plan (refer to Manual Sections 9110 and 9113).

a. Road Closure. Road closure may be necessary to, for example, ensure public safety, during the harvest of forest products.

b. Temporary Roads. Temporary roads or routes (either natural or rock surface) may be needed to enable the harvest of forest products, but are not intended to be part of the permanent or designated transportation network system. Temporary roads must be closed and/or decommissioned when their intended purpose has been fulfilled. When dry season use natural surface temporary roads or routes are planned, NEPA analysis should also consider the same temporary road for all weather use with rock surface, in case the Purchaser requests rocking, at their own expense, in order to expand the operating season.

2. Choice of Harvest System. Harvest unit design considerations include planning for the use of harvest systems that will not only remove timber in a cost effective manner, but also limit site disturbance so as to not exceed the level of impact disclosed in the associated NEPA document. The harvest systems for a given unit could include ground-based equipment (processor/forwarder systems, crawler tractors, etc.), and/or cable systems, and/or aerial systems (helicopter). Staff trained in harvest system analysis should be used when planning harvest units, landings, and new roads in order to reduce the potential for contracts to receive no-bids at

auction, or additional contract modifications that would be required to facilitate completion of the planned treatment of a poorly designed harvest unit.

The economics of one harvesting system versus another is an important consideration where multiple harvesting systems will provide compliance with the management direction of the land use plan. To avoid augmentation of appropriations, the least-cost harvest system that will meet the direction of the land use plan should be selected (see section II.C and appendix 2 for more information).

3. Landings. Landing size should be limited to the minimum size necessary to provide safe operations given the equipment and log handling requirements of the contract. Landings should also be located on stable areas.

4. Forest Product Utilization Standards. Forest products sales should be designed to facilitate maximum use of all non-reserved trees designated for removal, including marginal logs and non-commercial species. Non-sawlog material should be considered for woody biomass products as directed by the national biomass policy, provided that such use is consistent with management direction in the land use plan.

Sale planners should consider the full range of possible products including sawlogs, chips, biomass, etc. Care should be given to ensure transportation systems are adequate and utilization facilities (Sawmills, biomass energy facilities, etc.) exist for all products designated for removal under the contract.

5. Fuels Treatment, Slash Disposal, and Site Preparation. The silvicultural prescription should include recommended fuels and slash disposal treatments, if applicable, after consultation with a fuels management specialist to enable the project to achieve fire hazard reduction objectives. The prescription should also include recommended post-harvest site preparation treatments to provide for reforestation and other forest management opportunities, if applicable. Full consideration must be given at time of sale planning to the desirability and method of meeting any fuels management and site preparation objectives. Factors to be considered for meeting these objectives include, but are not limited to, removal and utilization of material for woody biomass or other products, smoke management, fire protection, and consideration of other resource protection consistent with the management direction in the land use plan.

6. Volume Limitations. The BLM 1203 Manual, Delegation of Authority, as well as the Oregon State Office (OSO) supplement to the BLM 1203 Manual specifies delegated limitations to sale volume approval authority for Public Domain and western Oregon District and Field Managers. See H-5430-1, ADVERTISEMENT, section II.

III. HARVEST UNIT LAYOUT.

Proper harvest unit layout is extremely important in terms of cost to the Government, efficient and effective contract execution, customer service, and the credibility of the Bureau in terms of harvest units designed to ensure land use plan management direction and all necessary legal requirements are met. The layout of timber harvest units, especially the designation of road locations and cutting area boundaries and trees to be removed, can be a complex task requiring

the effort of experienced forestry personnel. The layout of complex harvest units may require supervision by, or consultation with, experienced foresters and other resource experts.

A. Harvest Unit Layout Plan. Harvest unit layout begins the implementation of the results of the planning effort and documentation described in section II, and as well serves as a form of quality control on the project plan. Ideally, the documentation for the planned treatment will include the necessary information to guide the layout process. In lieu of this, and for tracts with complex design and layout, or when personnel other than the planner(s) are performing the layout work, it is recommended that a layout plan be prepared to ensure that tract design parameters and project design features are reflected in the layout work. A tract layout plan should include the following.

1. Harvest Systems. The layout plan must specify the selected harvest system and include the necessary information on topography, road locations, silvicultural prescriptions, size of timber and cutting areas, protection of sensitive sites, riparian buffers, other multiple-use factors, economics, and plans for removal of timber from adjacent areas.

2. Road and Harvest Area Boundary Location Mapping. On aerial photos, maps, and/or geographic information system (GIS) products, identify the following:

- Location of cutting areas by silvicultural prescription, special cutting areas, and special yarding areas.
- Location of reserve areas or trees to be reserved.
- Special fuels treatment areas.
- Location of property lines.
- Location of existing roads, proposed new permanent and/or temporary roads, and landing areas.

3. General Harvest Unit Layout Considerations. Development of the layout plan should involve consideration of the following items:

- Use of Light Detection and Ranging (LiDAR) data, where available, for project planning (e.g., existing roads, new road location, stream terminus, slope failure)
- All project planning documentation.
- Location and identification of section corners, corner monuments, and property lines.
- Location and mapping of existing roads.
- Location, survey, design, staking and location referencing of permanent and temporary roads to be constructed, road improvement and landings.

- Rights-of-way boundary designation through reserve areas.
- Cutting area acreage determination to required accuracy, see section III.J.1.
- Designation of boundaries.
- Mapping of reserve areas and areas where trees are to be individually marked for removal in reserve areas.
- Designation of individual trees, and/or clusters of trees to be reserved within cutting areas.
- Collection of data for, and any necessary quality control and refinement of, harvest system plans.
- Designation and mapping of any special falling or yarding areas.
- Designation, mapping, and protection of special areas.
- Slash disposal, reforestation, and fuels treatment plans for cutting areas.
- Designation and mapping of fire protection areas such as fuel-free areas, water sources, etc.
- Identification, designation, and mapping of any areas of special clearing, and sites for end-haul disposal or residual material from gross yarding and/or whole tree yarding.

B. Harvest Unit Boundary Designation. The boundaries of individual harvest units should be marked or otherwise designated in a manner that unquestionably distinguishes between areas where harvest is permitted and areas where harvest is not permitted. A timber sale or other forest product sale contract must accurately describe the manner in which trees or products to be sold and trees or products reserved from harvest have been designated in the field. Inadequate designation can lead to trespass and the associated administrative burden and cost of investigation, documentation, and collection. See section III.I for information on approved paint and colors to be used. Acceptable boundaries and boundary designation includes the use of approved signs (see illustration 4 for a list.

1. Man-made or Natural Cutting Area Boundaries. Boundaries formed by roads, rivers, cliffs, lava beds, or other distinguishable land features may be used for low value timber or biomass, without additional designation, provided the land feature and Exhibit A clearly references the feature serving as a boundary.

2. Designating Boundaries in Forested Areas. Boundaries requiring designation are the perimeter of reserve areas and the various harvest units within a contract area. Marked cutting area boundaries will consist of line-of-sight (inter-visible) axe and/or paint blazes on both sides of the line trees along the boundary, and an appropriately worded boundary sign posted at breast height (or higher in brushy areas) and facing the area to be cut. Only approved tree marking paint will be used (see section III.F).

Trees will be marked with approved tree marking paint both above and below stump height with sufficient frequency to permit ready identification of the boundary (see section III.B.5). An ideal location (trespass prevention/investigation) for painting below stump height (the "butt mark") is deep within any longitudinal grooves (flutes) that may have formed on the tree stem just above the ground line. It is recommended that if painted boundaries must be moved (i.e., to correct an oversight in the sale planning) that the obliteration of the first (incorrect) boundary be documented in the contract file to minimize the likelihood of mistakenly interpreting such obliteration as a trespass during contract administration.

In situations where a property line is also the harvest unit boundary, refer to the section III.B.6.

3. Status of Boundary Trees. All trees that are on or mark boundaries, except trees designated for cutting along a property line, are retained as property of the Government and will be reserved from cutting under terms of the timber sale contract.

4. Designating Boundaries in Non-forested Areas. Painting and posting trees creates a lasting and visible boundary. Boundaries may also occur along cutover land (BLM or private). In this case, create the most lasting boundary designation possible by blazing/painting/posting stumps, small trees, and brush. Only approved marking paint will be used (see section III.F). Use an axe to clean loose bark, moss, etc., off surfaces prior to applying paint. Flagging may also be useful in conjunction with painting and posting, if referenced in the timber sale notice, to enhance the inter-visibility of the painted/posted objects.

5. Visual Effects of Boundary Marking. When in sensitive public areas (e.g., recreation sites, scenic highways, and urban interface areas) consideration needs to be given to the long-term visual effects of paint, blazes, or other long-lasting boundary markers.

6. Property Boundaries. When the boundary of a cutting area is also a property line between BLM and private land, boundary location and line monumentation is to be established by standard cadastral survey policy and procedures. When cadastral survey is not warranted, treatment unit boundaries should be established by other acceptable means that minimize the likelihood of trespass by either party. The line officer will determine the most appropriate method. Marking of the harvest unit boundaries takes special care. Caution must be exercised when marking BLM trees along the property line to avoid marking and reserving those BLM trees that are planned for inclusion in the harvest. Use blaze and/or paint marking procedures of harvest unit boundaries that will enhance, not confuse, accurate identification of the property line. When a harvest unit uses a property line as a boundary, the timber reserve boundary posters should be reversed (blank side out) so that a potential purchaser is not confused as to what is reserved government timber and what is privately owned timber.

When cadastral surveyors blaze and post a property line, all trees marked with the S-007 BOUNDARY tags are posted on Federal timber only. Tagged trees are posted at stump height and/or at breast height. When laying out a harvest unit or road location that will require the cutting of tagged line trees, the person responsible for layout will ensure that the tags on trees to be cut are moved from DBH level and placed below stump height (if the line trees are not already marked below stump height). The S-007 BOUNDARY tags face private ownership to

inform the public and adjacent landowner that all resources (including the tagged trees) behind the boundary are managed by the Bureau.

Trees along the property line are blazed according to their proximity to true line (actual property line location). If a tree is bisected by the property line (a line tree), the tree is blazed so that two blazes are situated 180 degrees from each other, on the intersected true line bisecting the tree. If a tree is close to property line, the stem is marked with quarter blazes oriented toward the true line location. Only trees that are clearly on public land are tagged. In many cases, the S-007 BOUNDARY tags denote the proximity (by bearing and distance) of the tag to the true line.

There is legal precedent governing the ownership of line trees. In general, trees standing on a boundary line are considered the common property of the adjoining landowners (*Scarborough v. Woodill* 93 p. 383 [Cal. App. 1907]: and 1 AM Jur 2d, *Adjoining Landowners Section 15* [1994]). Neither of the adjoining owners has the right to cut down or remove trees from the boundary line without the consent of the other (*Grandona v. Lovdal*, 778 Cal 611, 21 P 366). This common ownership necessitates some form of agreement, preferably written, that establishes the disposition of line trees.

Trees along the boundary may need to be felled because they represent a nuisance or hazard. In this case, and any time boundaries occur along private land or there are line trees that must be addressed, it is best to consult adjacent landowners prior to conducting any falling, blazing, or painting of trees.

7. Other Boundaries. Harvest unit layout may entail designation of areas on the ground where special requirements of the timber sale contract will apply. Temporary boundary posters may be used for that purpose. For example, for Special Yarding Area, Sign S-150, BOUNDARY OF SPECIAL YARDING AREA, may be used to delineate an area within the cutting area where a special yarding method or particular yarding restrictions apply under the terms of the timber sale contract.

C. Designating Individual Trees to be Sold or Reserved. See section III.I for information on approved paint and color usage.

1. Designation with Paint. One of two approaches are employed in tree marking – either the trees to be sold are individually marked (generally referred to as “cut tree mark” [CTM]), or the trees that are reserved from cutting within the treatment unit are marked (generally referred to as “leave tree mark” [LTM]). The LTM approach is usually taken when there are more trees to be removed than the number of leave trees, and/or the leave trees are of higher value than the cut trees.

Cut and/or leave trees must be distinctively marked to provide easy identification by the purchaser before cutting. Use sufficient paint for it to remain readily visible from a distance for the expected life of the sale. Marking must include painting above and below stump height to permit easy identification by the Bureau before and after the tree is cut and removed. The butt mark(s) are best applied within flutes on the stem, if available, and should be just above ground line and on several sides of the tree to avoid loss when the undercut is made, or from rubbing that occurs during yarding.

2. Designation with Contract Language. Trees can also be designated for removal in the contract language. Application of marking paint within cutting areas is not required by either the Bureau or the Purchasers. However, there may be situations where certain trees must be reserved with paint if there must be certainty as to their persistence after falling operations are complete. The boundaries of such cutting areas must be clearly marked with paint and posted. These methods are often applied in partial cut situations where the method of payment is by log scale or weight. In other than the most simple of prescriptions, a separate exhibit attached to the contract delineating the cutting specifications is recommended. This should also include direction for "pre-certification" of fallers and a contract remedy when failures to follow the specifications are repeated. When utilizing designation with contract language staff should keep in mind that some actions are both required and prohibited by regulation. Contract writers should be familiar with 43 CFR 5462, Contract and Permit Requirements.

Two methods of designation by contract are recognized:

a. Designation by Description (DxD). When using DxD, individual trees are NOT marked for reserve or cutting by BLM nor is the Purchaser required by contract to mark trees. Designation by Description is a method of contractually designating trees for removal by describing the trees to be removed based on characteristics that can be readily verified before and after removal (i.e., lodgepole pine trees less than a specified stump diameter).

b. Designation by Prescription (DxP). When using DxP, individual trees are NOT marked for reserve or cutting by BLM nor is the Purchaser required by contract to mark trees. Designation by Prescription is a method of contractually designating trees for removal by describing the desired end result of the treatment (i.e., retain trees in a 10- by 10-foot spacing and/or a specified basal area per acre). See illustration 5 for a sample of DxP specifications contained in a contract exhibit.

DxD and DxP are only authorized for use in certain scale for payment contracts (form 5450-4/26; see the BLM online forms library). It is not acceptable to include a contract clause requiring a Purchaser to individually mark trees for reserve or removal. Such a clause inappropriately shifts BLM's harvest unit preparation costs to the Purchaser.

DXD and/or DXP are not authorized for use in lump sum sale contracts. Trials using DxD in a lump sum contract indicated this type of volume measurement places too much risk on the Purchaser and would inappropriately depress bidding. In addition, the lack of accuracy of the pre-sale cruise in relation to the actual volume removed is unacceptable.

3. Safety Considerations in the Retention of Reserved Trees. Safety considerations are a high priority in project planning and implementation in the retention of reserve trees and snags in timber harvest units. This refers specifically to trees and snags that are reserved inside and along the perimeter of cutting areas to meet non-timber resource objectives. The intent of the Bureau is to provide for the safety of both BLM employees and contract workers. A primary objective during timber tract planning and layout should be to identify trees that will not become hazards during harvest or site preparation operations.

D. Deletion of Marking of Boundaries and/or Individual Trees. To correct a mistake made in the selection and paint marking of a "cut" or "leave" tree, the paint marks on the tree must be removed or obliterated. Care must be taken to make sure all boundaries from previously sold tracts and/or rights-of-way are removed or obliterated to ensure the boundary of a newly sold tract is unambiguous. Paint can be removed by chipping off the surface layer of bark with an axe or it can be completely covered with approved black paint containing a tracer additive.

E. Tree or Boundary Marking with Service Contracts. It is permissible to use contracted labor to conduct individual tree marking of leave trees with non-tracer orange paint. While tract boundary trees may be marked under contract with non-tracer paint, it is recommended that contract labor be used only for the marking of leave trees. Paint with tracer additive is not to be used by contractors. See sections III.F, G, and H of this handbook for policy on the use of approved paint, personal safety, and paint security.

F. Approved Marking Paint and Disposal. Paint used to mark sale area and treatment unit boundaries must be approved for employee health and safety. A tracer additive (to control unauthorized cutting) is included in this paint. Paint prices and ordering information may be located at the U.S. Forest Service San Dimas Technology and Development Center website at http://fsweb.sdtdc.wo.fs.fed.us/programs/fm/fy03/tmp/tmpmain.shtml or by contacting the Bureau's National Tree Marking paint committee representative(s).

Empty paint containers and containers with unused paint are to be returned to the field or district office and disposed of in accordance with all applicable regulations concerning hazardous materials.

G. Personnel Safety While Using Tree Marking Paint. The Interagency National Tree Marking Paint Committee has developed a Job Hazard Analysis for tree marking paint (TMP). BLM employees responsible for applying tree marking paint should review and retain the analysis (http://fsweb.sdtdc.wo.fs.fed.us/programs/fm/fy03/tmp/tmphs.shtml) so as to be advised of the hazards of paint exposure and use. Employees should be supplied with appropriate Personal Protective Equipment to protect them from paint spraying, handling, and cleanup. Recommended clothing in the above-referenced Job Hazard Analysis is similar to normal field clothing used by BLM employees (long sleeve shirts, boots, etc.). The need for respirators should be addressed on an individual case-by-case basis. For safety reasons, only approved tree marking paint can be used.

H. Paint Security. The benefits of using special TMP that contains an identifiable tracer additive are negated in the absence of a program of security and accountability for such marking paint. Therefore, each district (or detached field office) will establish a paint security program to ensure that TMP is safeguarded. At a minimum, the paint security will include the following provisions.

1. Locked Storage. Store TMP supplies at the district office or detached field office in a fire-safe, secure, locking location to prevent unauthorized use or theft.

2. Transporting Tree Marking Paint. Transport cans of TMP inside a locked vehicle or in a locking box to prevent unauthorized use or theft. Ensure that the box and its contents cannot

jeopardize occupant safety. Remove TMP from the inside of a vehicle prior to delivering the vehicle for repair or scheduled maintenance.

3. Accountability. Use a database to track TMP inventories including the documentation of paint returned to the office for future use. All personnel will sign a register when obtaining TMP from the district or field office storage areas. The register will include, at a minimum, the following information:

a. Signature of the person obtaining the paint

b. Date the paint was obtained

c. Number, type of cans, and color of paint obtained

d. Batch number(s) for all the paint obtained

e. Purpose for using the paint, including the name of the project (i.e., timber sale name, for modifications to timber sales, etc.)

4. Restrictions. In general, limit TMP use to BLM employees. Certain non-BLM personnel may use TMP only under the following conditions.

a. Non-BLM personnel must be:

(1) Volunteers for the Bureau with fully-executed volunteer agreements; or

(2) Members of a group working with the Bureau under the terms of Inter-governmental Orders (IGO) or Cooperative Agreements.

b. For either 4.a(1) or 4.a(2), above, non-BLM personnel must be under close supervision of a BLM employee responsible for completing the task for which the TMP is issued.

c. Prior to issuance of TMP to non-BLM personnel, the field manager will provide written authorization allowing them to use BLM TMP. Such documentation will be retained in the project file.

d. Issue TMP to non-BLM personnel (as defined above) in the field at the start of each workday. The BLM employee issuing the TMP will ensure that all TMP cans issued at the start of the day are returned at the end of the day prior to leaving the field. The check out and check in of TMP will be documented in a daily log as part of the project file. This documentation will include the following information:

- Name of project
- Date
- Name of the BLM employee issuing the TMP

- Name of non-BLM person receiving TMP
- Color of TMP
- Batch number of TMP
- Number of cans issued
- Number of cans returned

I. Approved Paint Colors for Marking Boundaries and Individual Trees. Red paint is reserved for use by cadastral survey in marking BLM property lines. Under no circumstances should the color red be used on timber sale projects for any purpose other than marking property lines.

For consistency within Oregon and Washington, and for ease of purchaser compliance and sale administration, districts will follow the paint color designations presented in table 1 for initial marking and for the marking of additional timber in an existing sale.

Table 1. Tree marking paint color designation for use on boundary and individual trees

Work Item	Primary Color	Secondary Color	Tertiary Color
Cut Trees Salvage Take Mark Partial Cut Modifications	Blue	Yellow	Green (for trees added during contract administration)
Leave Trees Residual in Partial Cuts Cultural Resources Wildlife Trees Cutting Area Boundary	Orange	Pink	White
Cancel Prior Work	Black		
Property Lines	Red (Non-Tracer)		

1. Timber Harvest Unit Boundaries. Orange is the primary paint color for the marking of timber harvest unit boundaries. Alternate colors should be used only in rare exceptions, such as where crews are marking a new project where paint is still visible from a previous project in the same area.

2. Initial Marking of Timber. For timber sold under a contract, cut and leave trees should be painted with a color of paint that is identified in the timber sale contract. Care must be exercised so that the colors of paint used for cut tree and reserve tree marking stay consistent throughout the contract area.

3. Marking of Additional Timber (Modifications) in an Existing Contract. Trees marked for additional sale under the terms of the contract should be marked in a manner that is

separately identifiable, both before and after cutting, from the marking of timber previously sold under the contract. It is suggested that the secondary color be used for modification timber.

J. Timber Sale Contract Area Mapping. It is important to prepare an accurate map of the NEPA analysis area. The NEPA analysis area map is basic to the BLM's records of management and forms the foundation for the contract Exhibit A map, which depicts the elements of the contract area (harvest units, reserve areas, etc.) and is a point of reference for administration of the contract.

The Exhibit A map will also be used as the basis for future forest management treatments in the contract area such as silvicultural treatments, Timber Production Capability Classification corrections, operations inventory revisions, and other projects. Contract Exhibit A maps are public documents and should not have privacy-act-protected information, such as the name of an adjacent land owner, included on them. Displayed information should be limited to tax lot owner name.

1. Mapping Standards. The State Director will establish more specific mapping standards (format and symbols) in consideration of national mapping standards and the value of forest product resources. Within the state, consistency is required for efficient contract administration and to minimize purchaser confusion. An error-of-closure accuracy of 1 in 60 feet or equivalent is required for conventional unit survey methods (e.g., stadia traverse, compass and chain). An equivalent level of accuracy is required for the use of Geographic Positioning System (GPS) technology.

2. Use of Global Positioning System Technology. Section III.J.1 prescribes the maximum closure accuracy for conventional unit survey methods. This standard is necessary for sufficient accuracy of timber cruises dependent on acreage, and for appraisal purposes. Spatial information is gathered and used to expand plot-based cruise data, prepare Exhibit A's for timber sale contracts, and place harvest polygon information in the forest inventory database. It is essential that unit boundary and acreage data be at an acceptable level of accuracy.

IV. FOREST PRODUCT MEASUREMENT.

Oregon State BLM policy for forest products measurement is maintained in the Oregon State Office Manual Supplement H-5310-1, Timber Cruising Handbook (H-5310). The information contained in this handbook (H-5420-1) may be used for general information, but should not be considered the official policy for forest product measurements.

All timber to be sold will be measured by tree cruise, log scale, weight, or such other form of measurement as may be determined by the State Director to be in the public interest, which is specified in H-5310-1, Forest Product Measurement Handbook. It is BLM policy that only BLM personnel qualified by appropriate cruise or scale training and experience, and certified in writing by the State Director may independently cruise trees or scale logs, or direct the measurement of timber, for sale purposes. "Direct the measurement" means a qualified and certified BLM employee may direct the work of uncertified personnel (for example seasonal employees) or cruisers and/or third-party scalers under contract to the BLM.

Lump sum sales are the required "default" method of selling timber (refer to 43 CFR 5422.1). With State Director approval, scale for payment sales may be considered if all of the following factors exist: (a) a timber disaster has occurred; (b) a critical resource loss is imminent; and (c) tree cruise measurement practices are inadequate to permit orderly disposal of the damaged timber. In addition, the State Director may approve scale sales for certain density management timber sales when the quadratic mean diameter of the trees to be cut and removed is equal to or less than 20 inches (refer to 43 CFR 5422.2 and OSO Delegation of Authority 1203 manual supplement). "Density management" is a broad term that includes differing forms of partial cutting, such as commercial thinning.

All timber measurement will be conducted in accordance with the Oregon Manual Supplement H-5310-1, Timber Cruising Handbook. Refer to the direction in Oregon Manual Supplement H-5400-2, Special Forest Products Procedures Series Handbook, for guidance on measurement of other forest products. In addition, Manual Section 5300, Timber Measurement, conveys specific responsibilities for the Oregon State Director as it relates to the sale of timber in California. These responsibilities include: (1) the development and design of new timber measurement methods and procedures; and (2) coordination of timber cruise and log scale electronic data processing.

All district managers are responsible for issuing a formal delegation of authority on their district designating Certified Cruiser/Appraisers and/or Approved Cruisers. See illustration 6 for a sample delegation memorandum.

The various cruise and scale methods approved for timber management that are needed for preparation of all contracts that require the removal of timber are explained in H-5310, Timber Cruising Handbook.

A. Maximum Allowable Combined Sampling Error. A sampling error must be computed for all sample cruises, including those for lump sum and scale sale volume estimates. See the H-5310 handbook for the maximum allowable combined sampling error standards.

B. Volume Rounding Rules. All BLM cruise or scalevolume of individual species will be rounded and displayed in thousand board foot (MBF). Refer to H-5310-1, Timber Cruising Handbook, for volume rounding procedures.

C. Administrative Log Scale Check. Cruise (lump sum) sale volumes may be administratively checked by BLM certified log scalers or third-party scalers under contract to BLM. This may include all or a portion of the volume if the appropriate administrative check scale provision is included in the sale contract. All administrative check scale will use the 100 percent scale method.

D. Protest of Advertised Estimated Contract Volume. If a prospective bidder protests the estimated volume of an advertised timber sale contract, the Authorized Officer must determine the kind and extent of cruise evaluation needed to respond to the protest. Upon request of the

Contracting Officer, the protestor must provide sufficiently detailed information to afford a meaningful comparison to the BLM cruise and an evaluation of any alleged errors.

E. Retention of Cruise Data, Scale Data, and Reports. Summary reports of cruise data, scale date, and sale volumes must be retained in the sale file. Raw cruise or scale data (notes or electronic files) must be retained, although not necessarily in the official sale file, until the sale is terminated. See Timber Cruising H-5310-1, chapter 6.

F. Measurement of Other Forest Products and Other Vegetative Resources. For information on measuring other forest products, see the Oregon State Office Special Forest Products Handbook (H-5400-2).

V. FOREST PRODUCT VALUE APPRAISALS.

Oregon State BLM policy for forest products appraisals are maintained in the Oregon State Office Appraisals guide. The information contained in this handbook may be used for general information, but should not be considered the official policy for forest products appraisals.

The appraisal of BLM forest products will reflect current conditions at the market place as closely as possible and will ensure the Bureau receives a fair market value for timber sold on both advertised and other-than-advertised sales. All advertised sales will be valued by the conversion return method (analytical appraisal). Every conversion return appraisal will be completed using the Oregon/Washington-supported Timber Sale Appraisal System (TSAS) software. All west-side district (including the Klamath Falls Field Office) appraisals for advertised sales must be reviewed and approved by the District Cruiser/Appraiser. Each east-side district timber appraisal for advertised sales must be reviewed and approved by the State Cruiser/Appraiser.

This handbook also conveys specific responsibilities for the Oregon State Director as it relates to the appraisal of timber in California. These responsibilities include: (1) developing and testing new appraisal procedures; (2) developing and maintaining updated logging cost schedules; and (3) collecting and analyzing current lumber value data.

A. Minimum Values. Minimum values are the minimum acceptable unit prices for a product and may be useful as indicators of planned sale operations of questionable economic feasibility or of sales that potentially involve unacceptable environmental problems or mitigation costs. For example, using the conversion return appraisal method, a timber sale with unusually high logging and environmental protection costs may result in very low or negative appraised values. Marginal or below minimum appraised values should prompt line officers to consider modifying a proposed sale offering to reduce the costs, increase the volume, or consider a contracting option other than a timber sale. Minimum values for sales of timber or other forest products are established by the State Director. They should not normally be used as the appraised price for advertised sales. Minimum appraised values.

In application, minimum appraised values for timber should not be automatically used as price supports when appraisal calculations produce species stumpage values that are below the established minimums. If appraised values are below 10 percent of pond value, consult the State Cruiser/Appraiser before proceeding with the sale.

1. Other Forest Products. Appraisals for advertised and negotiated sales of other forest products are best based on comparable sales data and should reflect local values paid for similar forest products. However, the appraiser may adjust the price upward or downward, based on their judgment, when the local market value of the forest product is a result of sale made by uninformed sellers. Where comparable sales data are inadequate, the sale value may be established by conversion return appraisal or as judged appropriate by the appraiser.

District Managers will develop and maintain minimum price lists for other forest products. Refer to the direction in Oregon Manual Supplement H-5400-2, Special Forest Products Procedures Series Handbook, for guidance on valuation of other forest products.

2. Additional Guidelines. Irrespective of which appraisal method is used, no tree species will be advertised or negotiated at less than 10 percent of pond value. All advertised and negotiated rates on a thousand board foot or ton basis will be rounded to the nearest $0.10.

B. Sales of Right-of-Way Timber in Western Oregon. The regulations found in 43 CFR Subpart 2812, address the disposition of all timber in the O&C area for purposes of access. The Permittee may retain rights to private timber necessitating the cutting and decking of same by the BLM timber sale purchaser. Permittee timber to be harvested by a BLM timber sale purchaser is to be appraised at current stumpage prices determined by the application of the standard appraisal formula used in appraising O&C timber for sale to the volume and grade of timber.

Timber on BLM-administered land in the O&C area to be purchased by a Permittee is addressed in the same regulations. The BLM must appraise the timber; the value of timber sold is to be the full stumpage value determined by the Authorized Officer as applied to the estimated volume. This valuation will also be determined by the application of the standard appraisal formula used in appraising O&C timber for sale.

Refer to the O&C Logging Road Right-of-Way Handbook, H-2812-1, for more information.

C. Small Business Administration Set-Aside Sales. All set-aside sales will be appraised to the closest small manufacturer delivery point. A small manufacturer, as defined in SBA regulations at 13 CFR Part 121.507, is one where it and its affiliates combined have no more than 500 employees. (enter a link or reference to the SBA appendix in H-5410-1, ANNUAL FOREST PRODUCT SALE PLAN)

VI. PREPARATION OF CONTRACTS AND EXHIBITS.

A. Contract Forms. There are various types of forms available for the sale of forest products that differ in their length and content, complexity, measurement system, types of product, maximum value, and purchaser qualifications. Refer to illustration 1 of H-5400-1, SALES OF FOREST PRODUCTS, for a list of the available forms. This section provides guidance on the appropriate forms to use for various types of sales and products.

B. Lump Sum Contracts. The lump sum contract (forms 5450-3 and 5450-25; see the BLM online forms library) is the basic form developed for the sale of timber (see illustrations 7 and 8). It is a lump sum (tree cruise) sale contract in which the purchaser agrees to pay the total purchase price stated even if the quantity of timber actually cut or removed is more or less than the

estimated volume or quantity. When the total purchase price is $500 or more, the contract provides for payment by installments. A total purchase price of $499 or less must be paid when the contract is executed; this total value should be an uncommon occurrence.

The provisions on forms 5450-3 and 5450-25 can be difficult to understand because they have been written to be brief and legally defensible in the event they are challenged in court. It is highly recommended that interpretation occur with additional information or advice from the State Forestry Lead. Refer to appendix 3 for an explanation of the standard provisions found in this contract form. Understanding the information in appendix 3 is critical for proper preparation and administration of the contract.

1. Standard Provisions. Forms 5450-3 and 5450-25 contain standard provisions that appear as sections 1 through 41. Sections 1 - 4 and 39 - 42 require insertion of specific information (i.e., the total purchase price in section 2) to complete the provision. Section 41 must be completed by insertion of specific information that identifies timber reserved from cutting. Should there be insufficient room on forms 5450-3 and 5450-25 for insertion of the reserve provisions, this information can be attached and included in the same document as the section 42 special provisions. Reference language must then be placed into section 41 in a like manner as the printed language of section 42 of forms 5450-3 and 5450-25. Inclusion of section 41 and section 42 special provisions in a single attachment is preferred to including them as two separate attachments. To incorporate the attachment containing sections 41 and 42 into the basic contract form a statement such as "see 'sheet 1' that is attached hereto and made a part hereof" should be typed in the appropriate space on the contract form. Timber reservation provision selections for use in section 41 are listed in appendix 4.

2. Special Provisions. Section 42 special provisions are contained in an attachment to lump sum contract forms 5450-3 and 5450-25. This section provides for inclusion of all special provisions needed to accomplish the intent and purpose of the contract, and guide the operations under the contract. Special provision selections approved for use are listed in appendix 5. New special provisions may be developed for specific situations, but they must be approved by the State Director in consultation with the Regional Solicitor prior to use.

a. Standardized Organization in Contract. Field offices will use the statewide standardized outline of the major sections in the section 42 attachment to the contract. This consistency is for effective execution of the contract by the purchaser and efficient administration by the Bureau. The standardized outline format, with corresponding letter designations as the sections that would appear in the contract are as follows:

(1) Section 41. (if included in the same attachment as the section 42 special provisions)

(2) Section 42. Special Provisions (appendix 5)

- Logging
- Road construction, maintenance, and use

- Environmental protection
- Miscellaneous
- Fire protection
- Slash disposal and site preparation
- Quarry development
- Contribution
- Log export restriction
- Equal opportunity in employment

b. Export Restrictions. Timber sales from Federal lands west of the l00th Meridian in the contiguous 48 states – including timber from Federal rights-of-way – must contain special provisions restricting timber from export and substitution. (See 43 CFR 5400.0-3(c), 5400.0-5, 5400.0-7, 5401.0-6(b), and 5402.0-6(d).) Special provisions regarding log export and substitution restrictions and directions for selection of the proper special provision are contained in appendix 5.

c. Exhibits. Contract exhibits are attached to and made a part of the contract as needed to provide additional details concerning performance requirements contained in either the standard or special provisions of the contract. Such exhibits include Exhibit A (contract maps), Exhibit B (listings of species sold, estimated quantity, unit values and apportionment of total purchase price) and others, including road construction plans and specifications, road maintenance specifications, and erosion control diagrams.

Certain exhibits may represent a unique product within the State. The same standards of clarity and avoidance of augmentation of appropriation, as are applied to the special provisions, are necessary for contract language in any exhibits to facilitate effective contract implementation and to avoid claims. Field offices may elect to request State Office and/or Solicitors Office review of any exhibits.

(1) Contract Designation. Exhibit A and B will always be referenced as such in the contract and will always be the contract/cutting area map and summary of estimated species, quantities and values respectively. Exhibits C and D will typically be Timber Sale Road Specifications and Road Maintenance Specifications (see appendices 6 and 7) if the contract includes road construction and road maintenance requirements. If there are no requirements for road construction and/or maintenance, the designations Exhibit C and Exhibit D may be used for any other needed exhibits in order that the lettering used is consecutive with no gaps in letter designations at the discretion of the Contracting Officer.

(2) Exhibit A. Section 1 requires that the contract area, within which a forest product is sold, is shown on an attached map marked “Exhibit A.” This map must show the contract area together with appropriate cutting areas (harvest units) and reserve areas. Normally,

data and legends concerning existing and proposed roads, improvements, topographic features, harvest type, found corners, and monuments are shown on Exhibit A (see illustration 17). Refer to section III.J of this handbook for direction on sale area mapping.

(a) The contract area boundary should coincide with legal subdivision boundaries wherever possible. The description of contract area in section 1 and the mapped contract area must agree. All Exhibit As should be mapped at scale of 1 inch = 1,000 feet (1:12,000) to minimize the likelihood of errors in computing acres and volume cut for accounting/billing purposes. If a scale other than 1:12,000 is required, Exhibit A will be marked clearly that the map is not to normal scale and the actual scale will be clearly displayed.

(b) Exhibit A symbols, legends, colors or tonal patterns; and corresponding legends for reserve areas, various cutting areas, special cutting areas, and special yarding areas must be standardized within each district. Colors should be used cautiously on Exhibit A and other exhibits, if at all, due to the potential for compromised contract exhibit clarity when a color original is photocopied in black and white.

(c) Exhibit As and timber sale notices/contract prospectuses will include notification to purchasers that GPS has been used in the computation of acres. The following language will be included in the timber sale notice and prospectus, and on Exhibit A:

> "Acres shown on Exhibit A have been computed using a [specify make and model] Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction when appropriate."

(d) If the Exhibit A map is used for other contract preparation or administration purposes such as logging, slash disposal, and reforestation plan maps, the "Exhibit A" designation should be deleted from the subsequent maps. If such a map is included as part of the contract it will be labeled as an Exhibit and given an appropriate letter designation.

(e) For contract modifications referencing Exhibit A, the exhibit header must be changed to "Exhibit A, Modification No. [insert modification number]."

(3) Exhibit B. Sections 1 and 3(g) of the contract require attachment of Exhibit B (form 5450-3a; see the BLM online forms library) on which a forest product sold is shown in terms of species, estimated volume or quantity, price per unit, total value, and apportionment of total value by cutting areas. Exhibit B is an administrative aid for determining price adjustments or credits, payment due dates, or value of timber subject to special bonding provisions of the contract (see illustration 9). The unit values per acre expressed in Exhibit B are the basis for calculating the value of cutting and yarding completed on the contract. For the purposes of billing, these calculations are made in TSIS. Exhibit B can and should be produced using TSIS.

(4) Other Exhibits. Attach exhibits C, D, E, etc., to the forest product sale contract to ensure the Purchaser is informed of the specific work requirements and timelines required for completion of work in order to be incompliance with the terms and conditions of the contract. Examples of work that may require separate exhibits to the contract are:

- Road construction or improvement (typically contract Exhibit C);
- Access and maintenance map (see illustration 18 for a sample map and listing of roads designated as Exhibit D);
- Stream protection or debris removal;
- Fence, gate, and/or cattle guard construction;
- Corner and/or bearing tree protection; and
- Slash disposal.

(5) Other Documents. Other documents may be included in the contract by reference. For example, the purchaser may be required to comply with the conditions of a specific road-use agreement when using certain privately-owned or controlled roads. Such documents are not usually attached to the timber sale contract.

Appendix 5 includes the slash disposal special provisions SD-2 and SD-3, which make reference to letters potentially necessary during contract administration to make effective these provisions. Refer to illustrations 5, 6, and 7 in H-5460-1, CONTRACT ADMINISTRATION, for examples of the referenced letters.

C. Scale Sale Contracts. Forms 5450-4 and 5450-26 are the contract forms developed for sale of timber on a scale for payment basis (illustrations 11 and 12; see the BLM online forms library). In a scale for payment sale contract, the purchaser agrees to pay at the bid rate per measurement unit for all timber sold under the contract instead of paying a lump sum for the timber as per forms 5450-3 and 5450-25 (see the BLM online forms library). The purchaser is liable for paying the "Total Actual Purchase Price" for all timber sold under the contract, even though all of such timber may not actually be cut or removed prior to the expiration of time for cutting and removal specified in Section 4 of the contract. All direction written for lump sum contracts (section IV.B) applies to scale for payment contracts unless otherwise addressed in this section.

1. Standard Provisions. Forms 5450-4 and 5450-26 (see the BLM online forms library) contain standard provisions that are the same as the standard provision in forms 5450-3 and 5450-25. Sections 2, 3, 7-9, 11, 19, 34, and 39 in 5450-4 differ from the corresponding sections in 5450-3, and are discussed in appendix 8, which must be read along with appendix 3 for interpretation of the standard provisions of the scale sale contract.

2. Exhibit B, Purchase Price Schedule, and Measurement Specifications. Sections 1 and 2(a) of contract forms 5450-4 and 5450-26 require attachment of an Exhibit B (form 5450-6; see the BLM online forms library) on which timber sold is shown in terms of species, estimated volume or quantity, price per measurement unit, total estimated purchase price, and apportionment of total estimated value by cutting areas. Exhibit B also lists the minimum log specifications for what is considered merchantable timber and scaling provisions. See illustration 13 for a standardized version (form 5450-6). See illustration 14 for a customized template version. Use of illustration 14 is recommended in most instances. Refer to section VI.B.2.c.3.

3. Other Exhibits. If not included in contract special provisions, requirements for a DxD or DxP scale sale should be set forth in an exhibit.

4. Other Documents. Scale for payment sales using forms 5450-4 and 5450-26 also require the use of load tickets, used to account for each load of logs removed from Government land and the location of the delivery point of said logs. Load tickets are accountable forms (see Oregon form 5300-13) that can be ordered through the Printed Materials Distribution Service at http://nbcweb.blm.gov/pmds/accountable_forms.htm (see illustration 19). The Purchaser must sign a property transfer slip acknowledging their receipt of the load tickets.

D. Contract for the Sale of Vegetative Resources. Form 5450-1 (see the BLM online forms library) is the basic contract for the sale of other vegetative resources, including biomass if sold by weight, which by definition are not normally measurable in board feet (see illustration 20). This contract can be used for advertised or negotiated sales. If there is competitive interest, the sale should be advertised. When the total purchase price is over $500, the form provides for payment by installments. Sales are made in terms of a specific quantity of the vegetative resource sold for a lump-sum value. All vegetative resources in excess of the specified quantity are reserved. There is no limit to the value sold. The contract contains a disclaimer of warranty as to quantity and quality of vegetative resources sold.

1. Rationale for Use. The reasons that form 5450-1 would be used in lieu of sales of other vegetative resources on forms 5450-5 or 5450-024 (see the BLM online forms library) include:

a. Value to be sold exceeds $2,499.

b. Payments can be made in installments if the value exceeds $500.

c. There are significant resource values or roads, utilities, or other improvements at stake that may be better protected with the standard provisions of the contract.

d. A performance bond can be required in the amount of 20 percent of the total purchase price. If bonding is deemed necessary, it is likely more advantageous to use a contract with the standard provisions found in form 5450-1.

2. Standard Provisions. The form contains standard provisions that appear as sections 1 through 4, which require insertion of specific information and sections 5 through 16, which are complete as written. Appendix 9 is an explanation of the preamble and sections 1 through 17.

3. Special Provisions. Section 17 of form 5450-1 provides for inclusion of all special provisions needed to accomplish the intent and purpose of the contract. Special provision selections approved for use are listed in appendix 5. Other special provisions may be developed by the Contracting Officer for a specific situation, but must be approved by the State Director before use.

4. Exhibits. Section 1 requires attachment of an Exhibit A, which is a map showing the location of the contract area. Exhibit B is not needed because the type of product, unit of

measure, and value information is placed in section 2 of the contract form. Other contract exhibits may be attached to, and made a part of, the contract as needed to provide additional details concerning performance requirements contained in the special provisions.

E. Contract Preparation Checklist and Contract Review. In the preparation of contracts using forms 5450-1, 5450-3/25, and 5450-4/26 (see the BLM online forms library), use of a checklist is strongly recommended to facilitate complete and accurate sale preparation (see illustration 21 for a sample checklist). The checklist can also serve to guide a logical sequencing of the components of sale preparation.

All advertised and negotiated forest product sales contracts using forms 5450-1, 5450-3/25, and 5450-4/26 should be reviewed by an employee other than the preparer of the document prior to its submission to the Contracting Officer for offer. In some districts, the Contracting Officer may conduct the review, which will verify all requirements contained in this handbook or elsewhere in BLM policy have been incorporated and is in the best interest of the Government. For advertised sales, this review will take place prior to advertisement. Documentation of review and sign-off by the reviewer(s) is required. The aforementioned checklist can also be used to document the review and sign-off.

F. Vegetative Material Negotiated Cash Sale Contract. Form 5450-5 (see the BLM online forms library) is an accountable four-part carbonized form (see illustration 22) designed for on-the-ground use by field personnel to sell forest products (timber or other vegetative resources) having a value of $2,499 or less. Multiple 5450-5 contract forms are bound into books that must be transferred via a DI-105 transfer of property slip to an individual who is an authorized collections officer, who then becomes accountable for the forms (see section F.3, below). Each blank form is individually pre-numbered for accountability. If a contract from is voided, all four carbonized copies are to be retained in the book. Completed books are transferred back to the BLM. Cash payment in full is required before the contract is signed by the Authorized Officer. The 5450-5 contract form is the only sales contract form that may be used for both in-the-field sales of timber and other vegetative resources and in situations where on-line Interagency Forest Products Removal Permit and Cash Receipt (form 5450-24) is not available.

Form 5450-24 should be used for contracts issued at the field office only. It is not permissible to print blank copies of form 5450-24 for later completion in the field; form 5450-24 may only be completed using computer data entry at the time of issuance.

1. Recommended Use. Form 5450-5 is best used for making prompt, cash sales of vegetative materials or small amounts of timber where a minimum amount of contract administration is needed. Examples of such use are:

a. Sales of small quantities of vegetative materials.

b. Sales of materials for personal use as opposed to sales for commercial purposes or resale.

c. When location of the sale can be readily identified by the purchaser; when feasible, mark or otherwise identify material to be sold.

d. For firewood, chip logs, salvage timber, etc., where operational controls are not needed.

e. For contract issuance (in lieu of form 5450-24) when computer access is not available or when at-the-counter customer demand is high. Field offices must ensure that data from paper copies of form 5450-5 are entered into the computer-based form 5450-5 once computer access is available.

2. Restrictions.

a. BLM regulations and policy regarding negotiated sales, including log export and substitution restrictions, apply to sales made on form 5450-5 (see 43 CFR 5402.0-6).

b. Do not use for purposes of an additional sale of timber under an active timber sale contract on forms 5450-3/25 or 5450-4/26.

c. Avoid use when operations necessary to remove the material sold are more likely to cause unacceptable damage to the site, improvements, or to other materials that are not designated for sale. Do not use this form if it is determined bonding is necessary.

3. Delegation of Authority. Use of form 5450-5 for making sales of vegetative material in the field, including collection of money, requires coordinated delegation of authority, and designation and authorization of collection officers (see Manual Section 1203 and Manual Section 1384). Ensure that personnel responsible for measuring timber are certified to do so.

4. Citizenship Requirements. When form 5450-5 is used for the sale of timber, the purchaser must certify that they are a U.S. citizen.

5. Contract Terms and Issuance.

a. An original and three copies are to be completed for each contract. The money received as check, cash, bank draft, or money order is to be collected at the time the sale is made, and deposited in the appropriate account in accordance with accounting procedures.

b. The first column of the form is undesignated as a section and will be herein referred to as the “first column.” Sections 1 and 2 require appropriate entries to define the terms and conditions of the contract.

c. The contract may be written one of three ways in order to meet one of three different conditions. The letter of the one appropriate subsection of section 1 must be inserted in the blank in the sentence starting in the first column of the form stating "[t]his contract is made."

(1) If all materials in excess of the amount indicated are to be reserved, check the block for subsection (a) in section 1, and insert an "a" in the blank.

(2) If all materials described on the contract area are to be taken, and the sale paid for on the basis of a predetermined estimate, check the block for subsection (b) in section 1, and insert a "b" in the blank.

(3) If all materials described on the contract are to be sold, but payment is to be based on the number of units removed, check the block for section (c) and insert a "c" in the blank. Additional units will be paid for based on count of all units cut or removed. This is essentially a lump sum sale for the material identified in the first column combined with a scale-type sale for additional material.

In any of these three situations, this is a no-refund contract. No accounting bill or receipt form need be prepared for sales made using form 5450-5, except for any additional payments made for contracts issued using section 1(c) and section 3.

d. Maximum contract periods should not exceed one year. Provide adequate, reasonable time for removal of materials sold; but for administrative control, avoid excessive contract time.

e. Write brief, but specific special provisions as needed. Special provisions may be entered in section 3, or added as a referenced attachment. An Exhibit A may be made a part of the contract by reference in section 3 when needed to clarify sale location.

6. Service First Issuance. Field offices that have Service First agreements with the U.S. Forest Service (USFS) may allow USFS units to use form 5450-5 to sell vegetative permits. For security reasons, USFS employees cannot access the BLM's web-based SFP (special forest products) computer program and permits (specifically form 5450-24).

G. Forest Products Removal Permit and Cash Receipt. Refer to section VI.F, Vegetative Material Negotiated Cash Sale Contract (form 5450-5), for general direction that also applies to use of the Forest Products Removal Permit and Cash Receipt (form 5450-24). It is **not** permissible to print blank copies of form 5450-24; **only** computer data entry for purposes of issuing a contract is allowed. Form 5450-5 is to be used when form 5450-24 is not available and for all sales in the field.

1. Recommended Use. This is an interagency web-based form that is recommended for issuing permits in the field office for convertibles and/or other vegetative resources that do not exceed $2,499 in value (see illustration 23).

a. A minimum of three copies of each contract will be made:

(1) One for the government's contract file,

(2) One for the Permittee to have in their possession while harvesting and/or transporting the material sold under the permit, and

(3) One for financial (accounting) input and tracking.

b. The purchaser must, at a minimum, be at the age of majority (must not be a minor citizen) for the state in which they reside.

c. If purchasing products that are convertible to board feet, the purchaser must be a U.S. citizen.

d. The individual issuing the permit must fully explain the conditions contained within the permit, especially the requirement for them to complete the Product Quantity Removal Record whenever they are transporting the product(s) harvested under the permit.

e. Unless unusual circumstances exist, load tickets are to be issued with the permit, and their numbers are to be input onto the permit form.

2. Service First Issuance. The BLM and USFS formed a partnership to develop a single permit form for use by either agency to sell special forest products. Refer to appendix 10, BLM/U.S. Forest Service Interagency Memorandum – August 4, 2003, BLM/U.S. Forest Service, for more direction. Refer to appendix 11, BLM/U.S. Forest Service Interagency Agreement Template, to access the template for BLM/USFS Service First agreements for using form 5450-24.

H. Stewardship Contracting. Stewardship "End Results" Contracting is another tool to implement forest management projects. Stewardship authority allows the value of the byproducts of vegetative treatments (e.g., sawlogs or biomass) to offset the cost of services performed (for example, thinning). This may be ideal when a planned treatment would produce insufficient timber value to support an economically viable timber sale contract, but is still an ecologically desirable treatment. See the Stewardship Contracting Manual, MS-5920, http://www.blm.gov/style/medialib/blm/wo/Information_Resources_Management/policy/blm_manual.Par.46104.File.dat/MS%205920,%20Stewardship.pdf

I. Contract File Organization. The official contract files will be arranged in an orderly manner and will include all documents and correspondence pertaining to the development and administration of the subject contract. The following discussion presents good, workable arrangements for the required contract file organization. At no time should the official contract files contain documentation that is not clipped or stapled into the file, or held by a three-ring binder. Loose documents, such as cruise notes, can be placed in an envelope and affixed into the file.

1. Advertised Sales Using Contract Forms 5450-3/25 and 5450-4/26. The bulk of information pertaining to an advertised sale, particularly timber sales, necessitates that all information be maintained in a systematic and orderly fashion. This may be done using a six-way folder or other type of notebook or binder for filing purposes.

The following file organization is required for all advertised sales using forms 5450-3/25 and 5450-4/26 (for these and other forms named in this section, see the BLM online forms library). All items will be arraigned from bottom to top.

a. Side 1.

- Contract Preparation and Review Checklist.
- Logging and Operations Plan.
- Fire Prevention and Fire Control Plan.

- Slash Disposal Plan.

b. Side 2.

- Performance Bond (standard form 25) or Cash Bond (form 1822-004).

- Contract with special provisions, exhibits, plans, and specifications or attachments.

- Modifications of the contract, including sales of additional timber under contract section 8 or special provisions L-24 and L-29, and extension(s) of time.

- Commitment of Surety to be Bound by Assignment (form 5470-004).

- Assignment (form 5470-003).

- Certificate Terminating Contract Rights (form 5480-004).

c. Side 3.

- Increase or Decrease Rider (form 5460-003), usable with either a performance bond or blanket payment bond.

- Blanket Payment Bond (form 5450-011), or copy when used with more than one contract.

- Timber Payment Reports (form 5460-010), filed chronologically along with payment vouchers.

- Payment Vouchers.

- Cutting Reports

d. Side 4.

- Copy of newspaper advertisement (notice of decision).

- Any announcements read at the auction.

- Any acknowledgements signed by the bidders, or high bidder, such as acknowledging that the decision to sell timber was protested.

- Deposit and Bid for Timber/Vegetation Resources (form 5440-9).

- Auction Bid Record (form 5440-010).

- Bid Bond (form 1822-003) or bid deposit collection record.

- Self-Certification Clause (form 5430-001) for SBA set-aside timber sales.

- Equal Opportunity Affirmative Action Program Representation (form 1140-007), for all sales greater than $10,000.
- Independent Price Determination Certificate (form 1140-006).
- Export Determination (form 5450-017).
- Substitution Determination (form 5460-017).
- First letter (acceptance of high bid, award of contract).
- Second letter (contract approval and transmittal).
- License Agreement(s).
- Contract administration Inspection Reports (form 5460-004).
- Roadwork Inspection Reports (form 5460-004).
- Contract administration correspondence.
- Suspension Notice (form 5480-001 or 5480-002).
- Certificate as to Non-substitution and the Domestic Processing of Timber (form 5460-016).
- Notice of Removal of Exempted Timber for Export Purposes (form 5460-014).
- Notice of Expiration of Cutting and Removal Rights (form 5460-005).
- Log Scale and Disposition of Timber Removed Report (form 5460-015).
- Cruise-scale Comparison (form 5480-006).
- Road Use Fees Paid Report (form 5450-8).
- Timber Sale Contract Relinquishment (form 5480-003).
- Contract Termination Inspection Report (form 5480-500).

e. Side 5.

- Decision Record, FONSI, EA, or Record of Decision and EIS, and supporting documentation when prepared on individual sale decision basis. Timber sale decisions resulting from aggregate/landscape style EAs or EISs should include a completed tracking procedures form that describes design features and mitigation measures adopted on individual decisions and included in the associated timber sale contract special provisions. If the

EA/EIS and supporting documentation is so voluminous that filing it within the contract file is impossible, at a minimum a reference to the file location and the file designation is required.

- Presale correspondence concerning access, road use and construction, maintenance, etc.

- Documentation memorandum outlining special objectives, problems, considerations, treatments, etc.

- Timber type map and timber depletion record.

f. Side 6.

- Preliminary sale preparation data including maps, photos, and pre-cruise data.

- Master title plat or copy of title records.

- Survey data including cadastral corner control, property line surveys, harvest area boundary traverses, and maps.

- Computer printouts for timber volume and log values. Log scale reports for scale for payment contracts on form 5450-4/26.

- Road construction appraisal including survey, plans, and plats.

- Timber appraisal.

- Timber Sale Summary (form 5420-002).

- Modification appraisals.

2. Advertised and Negotiated Sales Using Contract Form 5450-1, and Negotiated Sales Using Contract Forms 5450-3/25 and 5450-4/26. Contract forms used for advertised and negotiated sales (5450-1, 5450-3/25, 5450-4/26) can vary in complexity; the number of documents and associated correspondence fluctuate in relation to that complexity. If the number of documents in the file of a complex contract is substantial, use the six-way contract file organization indicated for advertised sale contracts. If the contract used is less complex and the number of documents is smaller, use a two-way folder rather than a six-way. If a two-way folder is used, the material designated for filing on the first three sides of a six-way folder should be placed per section VI.I.1 on the left side and likewise, put the material designated for the last three sides of a six-way folder per section VI.I.1 on the right side.

The file organization specified above is required for all advertised and negotiated sales using form 5450-1, and negotiated sales on forms 5450-3/25 and 5450-4/26.

3. Negotiated Sales Using Form 5450-5. The Vegetative Material Negotiated Cash Sale Contract is a multi-copy, accountable, pre-numbered contract form contained in booklets of

25 contracts each. After a sale is made and contract filled out and signed, the field office or district copy of the contract should be detached from the booklet and filed chronologically in a standard folder. Numerical copies must be retained in the booklet, including copies of any voided contracts. Used booklets are also filed temporarily.

4. Stewardship Forest Product Sale (FPS) Contracts Using Forms 5920-3, and 5920-4. Stewardship FPS contracts will use the Stewardship FPS contract forms 5920-3 and 5920-4. See Stewardship Manual MS-5920, http://www.blm.gov/style/medialib/blm/wo/Information_Resources_Management/policy/blm_manual.Par.46104.File.dat/MS%205920,%20Stewardship.pdf

J. Contract Numbering Procedure. Use of the uniform system of contract numbering using a 15-character alphanumeric code is mandatory. This system is applicable to forest product sale contracts executed on forms 5450-1, 5450-3/25, and 5450-4/26 (see the BLM online forms library). The numeric code will be used to identify contracts in the Timber Sale Information System and the Collections and Billing System as follows.

Timber Sale contracts will use the following timber sale number format:

Where:

AAA99 – TS – YYYY.NNNN

AAA99 = Cost Center
TS = refers to timber sale
YYYY = fiscal year offered
NNNN = Office timber sale number
Use VG in place of TS if sale is for vegetative resources (form 5450-1)

For example, a timber sale in the Eugene, Oregon, District offered in FY 2012 numbered 134 would have the contract number ORE00-TS2012-0134. Use of the field office cost center in the contract number is optional. Reoffered no-bid contracts will retain the contract number of the original offer date.

K. Contract Filing and Records Retention. All forest product sales contracts must be filed in the district central files, or field office central files for detached resource areas (see BLM Manual 1270 Records Administration for more information). Record retention policies apply to forest product sale files (records). At no time should District contract folders be kept in personal areas or files. Duplicate copies of the District contract file should be used by the Authorized Officer(s) and other staff for the purpose of administering contract activities.

The high number of documents required in a complex contract may make it impossible to contain all documentation in a single six-way folder. The practice of using a separate file for the EA or EIS and supporting documentation has been used. In this case, the files should be given the same labels, with “File No. 1” on the primary file label and “File No. 2” on the NEPA documentation file label.

Glossary of Terms

Affiliates. Subsidiary group or person officially attached or connected to an organization.

Appraised price. Developed from the *forest product appraisal system*, a price at which advertised sales of forest products are offered for public auction. The price at which *non-advertised sales* may be consummated if it represents fair market value.

ASQ sales. Timber sales of chargeable (or regulated) volume from the land use allocations (designated in the land use plan) that comprise the net available acres of commercial forest land upon which the allowable sale quantity (ASQ) computation is based.

Authorized manager. Bureau of Land Management line official authorized to manage BLM personnel, funding, and processes in support of the sale, disposal, and free use of forest products. This individual may also sign planning (National Environmental Policy Act) documents; may or may not be the Contracting Officer.

Authorized Officer. Any employee of the Bureau of Land Management to whom has been delegated the authority to take action in connection with a contract.

Bias. A systematic error that can occur through poor sampling techniques, poor measurements, or poorly-calibrated measurement tools.

Bid price. Value of forest products sold by advertised sale, which will be the same or higher than the appraised price and becomes the total purchase price when a contract is executed.

Cadastral Survey. Surveys that create, mark, define, retrace, or reestablish the boundaries and subdivisions of U.S. public lands based on law and not science (http://www.blm.gov/wo/st/en/prog/more/cadastralsurvey.html).

Contract area. Area in which timber harvest activities occur as legally defined within the contract. The contract area is comprised of the quarter-quarter sections (forties or lots) within which: (1) the cutting areas, including rights-of-way; and (2) reserve area, including reserve area where trees are individually marked for removal, are located.

Contracting Officer. Bureau of Land Management official with authority conferred in the 1203 Manual Section (Delegation of Authority) to execute contracts and delegate authority to take action in connection with the contract.

Decision Record. Document signed by the appropriate line official, typically the Field Manager (decision maker) who also serves as the Contracting Officer, that clearly selects which alternative analyzed in the EA will be implemented.

Designation by description (DxD). A method of designating timber to be removed under the terms of a timber sale contract (typically by attaching an exhibit) where timber is not marked (designated by paint) for removal prior to offering the sale. The written cutting direction in the contract is relatively simple and likely to result in the same trees being cut by two different timber fallers, such as by requiring the cutting of all trees below a certain diameter.

Designation by prescription (DxP). A method of designating timber to be removed under the terms of a timber sale contract (typically by attaching an exhibit) where timber is not marked (designated by paint) for removal prior to offering the sale. The written cutting direction in the contract is more complex and includes such criteria as basal area per acre, spacing, and tree species, form, and vigor.

Forest product appraisal system. Methods and procedures used to determine the appraisal price of forest products to be sold from BLM-administered lands. Specific procedures may vary due to factors such as type of sale, locality, and kind or species of forest product.

Haul route. Roads authorized for timber and/or mineral haul that comprise the most economical route considering safety, distance, road type, road control, improvement needs, and mitigation required by law and/or in land use plans.

Non-advertised sale. A sale of forest products that is made without formal publication and posting notice of the sale and without use of competitive bidding procedures. (Synonym: unadvertised sale, negotiated sale.)

Penalty scaling. Scaling of timber that is felled or wasted in high stumps, tops, chunks, long butts; or broken by careless falling, bucking or logging; or allowed to deteriorate due to abnormal delay in scaling caused by the purchaser under the terms of a scale sale contract.

Pond value. Delivered value of logs at the site of utilization or processing into consumer goods or products.

Reserve area. Areas within the contract area in which no trees, or only a limited number of individual trees marked for removal and designated on Exhibit A, may be cut.

Road closure. Control of road access to reduce sedimentation, restore hydrological processes, and/or enhance habitat. Road closure methods may be defined in travel or transportation management plans (e.g., temporary/seasonal closure, decommission, full decommission (hydrologic obliteration), and obliteration (full site restoration).

Sale preparation. Process or series of activities that culminates in a sale that is ready to advertise and meets all legal requirements including project-specific planning, NEPA compliance, special status species policy compliance (completion of consultation for listed species) layout, and contract preparation.

Sample cruise. A timber cruise in which the estimate of total merchantable stems, volumes and quality is determined from a portion, or sample, of the trees, which meets established merchantability standards in the forest or sale.

Sampling error. The difference between a population value and a sample estimate that is attributable to the sample, as distinct from errors due to *bias* in estimation, errors in observation, etc. Note: Sampling error is measured as the *standard error* of the sample estimate.

Sides. A discrete logging operation using the necessary equipment and personnel to function independently of other logging operations, presumably from separate locations.

Special cutting or yarding area. An area on which a specified type, size, or species of tree is designated for cutting, or where trees must be felled or yarded in a specified manner.

Standard deviation. A measure of the dispersion about the mean of a population or sample.

Standard error. The *standard deviation* of a distribution of means or other statistic determined from samples.

Substitution. A Purchaser who owns both a wood processing facility(s) and private timberland may not purchase and process Government timber as a substitution for exported unprocessed timber from their private lands that could have been used in operating their processing facility(s). "Substitution means: (1) The purchase of a greater volume of Federal timber by an individual purchaser than has been his historic pattern within twelve (12) months of the sale of export by the same purchaser of a greater volume of his private timber than has been his historic pattern during the preceding twelve (12) months, exclusive of Federal timber purchased by negotiated sale for right-of-way purposes, and (2) The increase of both the purchase of Federal timber and export of timber from private lands tributary to the plant for which Bureau of Land Management timber covered by a specific contract is delivered or expected to be delivered" (see 43 CFR 5400.0-5).

Unprocessed timber. (1) Any logs except those of utility grade or below, such as sawlogs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding 8-3/4 inches in thickness; (3) split or round bolts, or other round wood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber that 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 (see 43 CFR 5400.0-5).

Illustration 1
Decision Record Language

Decision Record Language on Protest Procedures:

"Protest Procedures:
"The decision described in this document is a forest management decision and is subject to protest by the public. In accordance with Forest Management Regulations at 43 CFR Subpart 5003 Administrative Remedies, protests of this decision may be filed with the authorized officer [*insert name*] within 15 days of the publication date of the notice of decision/timber sale advertisement in [*insert name of local newspaper*], [*insert city, state*].

"43 CFR § 5003.3 subsection (b) states: 'Protests shall be filed with the authorized officer and shall contain a written statement of reasons for protesting the decision.' This precludes the acceptance of electronic mail (email) or facsimile (fax) protests. Only written and signed hard copies of protests that are delivered to the [*insert name*] district office will be accepted. The protest must clearly and concisely state which portion or element of the decision is being protested and the reasons why the decision is believed to be in error.

"43 CFR § 5003.3 subsection (c) states: 'Protests received more than 15 days after the publication of the notice of decision or the notice of sale are not timely filed and shall not be considered.' Upon timely filing of a protest, the authorized officer shall reconsider the project decision to be implemented in light of the statement of reasons for the protest and other pertinent information available to him/her. The authorized officer shall, at the conclusion of the review, serve the protest decision in writing to the protesting party(ies). Upon denial of a protest, the authorized officer may proceed with the implementation of the decision as permitted by regulations at 5003.3(f).

"If no protest is received by the close of business (*insert time*) within 15 days after publication of the decision notice, this decision will become final. If a timely protest is received, the project decision will be reconsidered in light of the statement of reasons for the protest and other pertinent information available, and the [*insert office name*] will issue a protest decision. For further information, contact [insert name, title, mailing address, and telephone number of authorized officer]."

Decision Record Language following Additional NEPA Analysis (where there has already been an initial protest opportunity):
The doctrine of administrative finality precludes any further protest of the original [*insert date*] [*insert project name*] Decision and the findings contained therein. Consequently, any further protest is specifically limited to the issues addressed in this [*insert project name*] Addendum Decision (i.e., *list issues addressed*).

Illustration 2

Categorical Exclusion Language for Planning Updates/Scoping

"Certain activities within the BLM's forestry program have been categorically excluded from preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). The purpose of a categorical exclusion is to eliminate the need for unnecessary paperwork under NEPA. Specifically, Council of Environmental Quality (CEQ) regulations for the National Environmental Policy Act (NEPA) at 40 CFR §1508.4 state that:

> *"'Categorical exclusion' means a category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by a Federal agency in implementation of these regulations (Sec. 1507.3) and for which, therefore, neither an environmental assessment nor an environmental impact statement is required . . . Any procedures under this section shall provide for extraordinary circumstances in which a normally excluded action may have a significant environmental effect."*

"In implementation of the NEPA regulations, the BLM has developed categorical exclusions for certain silvicultural activities, such as reforestation, pre-commercial treatments, brush control, sample tree falling, and salvage, commercial thinning, and hazardous fuels reduction of limited acres. In developing categorical exclusions, the BLM demonstrated through rulemaking procedures how these actions do not typically result in significant environmental effects and set forth the methodology and criteria used to define the categories of actions. These rulemaking procedures included extensive public involvement and input, and CEQ review, regarding appropriate limits on the use of the categorical exclusion to assure that any categorically excluded action would remain within the effects of actions covered in the analysis for the rulemaking.

"As such, in deciding whether to proceed with such actions, the BLM will review their particular conditions to ensure that no extraordinary circumstances exist, as listed in the Department of the Interior's NEPA Manual at 516 DM 2, appendix 2 that would preclude the use of a categorical exclusion. The XX District/Field Office maintains an on-site NEPA register that lists ongoing actions, and seeks information from the public as to whether extraordinary circumstances exist for any of these ongoing actions that are categorically excluded. An "extraordinary" circumstance is one that could have significant environmental effects beyond the "ordinary" circumstances already described and considered as applicable to the excluded actions in the rulemaking procedure. These categorically excluded actions, by regulation, do not require the documentation necessary for an EA or EIS. The public was also provided a formal opportunity to participate in the agency's review and approval of these categorically excluded activities. Given this context, the BLM may choose to proceed with these actions as part of the ordinary course of business in managing forest land with the posting of a notice of decision on the District internet site. This notice would advise the public of the formal administrative review process for these individual actions available under 43 CFR §4.450. Depending on circumstances, however, the BLM may invoke, by publishing a notice in a local newspaper of record, the administrative review process under 43 CFR §5003 for certain individual forest management actions."

Illustration 3
Format for Categorical Exclusions

Categorical Exclusion Documentation

A. Background
BLM Office: _____ Lease/Serial/Case File No.:_____

Proposed Action Title: _____
Location of Proposed Action: _____
Description of Proposed Action: [Include documentation of why the proposed action is consistent with the specific requirements of the published CX.]_____
_____
_____
_____
_____

B. Land Use Plan Conformance
Land Use Plan Name: _____ Date Approved/Amended:_____
[Include one of the two following paragraphs:]
The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s): _____
_____
_____
_____

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions): _____
_____
_____
_____

C: Compliance with NEPA:
The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 1, _____ [Insert appropriate DOI CX number and text, or a paraphrase of the text] or 516 DM 11, _____ [Insert appropriate BLM CX number and text, or a paraphrase of the text].

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment as documented in the following table. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM 2 apply.

CX EXTRAORDINARY CIRCUMSTANCES DOCUMENTATION The proposed categorical exclusion action will:	**YES**	**NO**
2.1 Have significant impacts on public health or safety.		
Rationale:		
2.2 Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		
Rationale:		
2.3 Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].		
Rationale:		
2.4 Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		
Rationale:		
2.5 Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		
Rationale:		
2.6 Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		
Rationale:		
2.7 Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.		
Rationale:		
2.8 Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		

Rationale:		
2.9 Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.		
Rationale:		
2.10 Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		
Rationale:		
2.11 Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		
Rationale:		
2.12 Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		
Rationale:		

I considered _____
[Insert any pertinent design features incorporated into the project design, or relevant situations discussed during project design, and explain why there is no potential for significant impacts.]

F: Signature

Authorizing Official: _____ Date: _____
(Signature)

Name: _____
Title: _____

G. Contact Person
For additional information concerning this CX review, contact [Insert contact name, title, office name, mailing address, and telephone number].

H. Administrative Remedy

[Include one of the three following paragraphs:]

[For forest management decisions only intended for publication in Planning Updates or NEPA Registers:]
Notice of the forest management decision to be made on the action described in this categorical exclusion will be posted on the District internet website. The action is subject to protest under 43 CFR section 4.450-2. A decision in response to a protest is subject to appeal to the Interior Board of Land Appeals under 43 CFR part 4.

[For advertised timber sales:]
The forest management decision to be made on the action described in this categorical exclusion is subject to protest under 43 CFR subpart 5003. Under 43 CFR 5003.2 subsection (b), the decision will be published in local newspaper(s) and this notice shall constitute the decision document. Under 43 CFR 5003.3 subsection (a), protests may be filed with the authorized officer within 15 days of the publication date of the notice of timber sale advertisement. Under 43 CFR 5003.3 (b), protest(s) filed with the authorized officer shall contain a written statement of reasons for protesting the decision. A decision on this protest would be subject to appeal to the Interior Board of Land Appeals, although, under 43 CFR 5003.1 subsection (a), filing a notice of appe`al under 43 CFR part 4 does not automatically suspend the effect of a decision governing or relating to forest management under 43 CFR 5003.2 or 5003.3.

[For negotiated timber sales or other forest management decisions intended for publication:]
The forest management decision to be made on the action described in this categorical exclusion is subject to protest under 43 CFR subpart 5003. Under 43 CFR 5003.2 subsection (c), a notice of decision will be published in local newspaper(s). Under 43 CFR 5003.3 subsection (a), protests may be filed with the authorized officer within 15 days of the publication date of the notice of timber sale advertisement. Under 43 CFR 5003.3 (b), protest filed with the authorized officer shall contain a written statement of reasons for protesting the decision. A decision on this protest would be subject to appeal to the Interior Board of Land Appeals, although, under 43 CFR 5003.1 subsection (a), filing a notice of appeal under 43 CFR part 4 does not automatically suspend the effect of a decision governing or relating to forest management under 43 CFR 5003.2 or 5003.3.

Illustration 4

Approved Signs and Posters for Boundary and Individual Tree Designation

Approved Signs for Boundary and Individual Tree Designation		
Sign Number	Sign Wording	Sign Use
S-032	BOUNDARY OF TIMBER RESERVE NO UNAUTHORIZED CUTTING BEYOND THIS POINT	Dual purpose sign used to post reserve area boundaries when: (1) no cutting is authorized in the reserve area; or, (2) limited cutting is authorized or required within the reserve area.
S-149	BOUNDARY OF PARTIAL CUT AREA	Use to post the outer boundary of an area in which a portion of the timber is designated for cutting, e.g., commercial thinning, shelterwood cutting.
S-148	RIGHT-OF-WAY NO UNAUTHORIZED CUTTING BEYOND THIS BOUNDARY	Use to post the reserve area boundary adjacent to the area to be cleared along a right-of-way. May be used to post the right-of-way clearing limits on private land when such clearing is required in the BLM contract.
S-150	BOUNDARY OF SPECIAL YARDING AREA	Use to post areas within the timber sale boundary that require special yarding methods.
S-154	TIMBER CUTTING BOUNDARY	Use to mark the boundary of a BLM cutting area, which adjoins private land. Do not post on trees designated for cutting. Posting of trees along private land may require permission.
S-007	BOUNDARY NO TIMBER MAY BE CUT OR REMOVED WITHOUT AUTHORIZATION	Aluminum sign for use along well-defined property boundaries. May be affixed to a post, tree, fence, etc. This sign faces away from BLM land
S-129	WILDLIFE TREE DO NOT DISTURB	May be used to post trees intended for wildlife use, which are reserved from cutting.
S-035	POST SALE AREA	Post along routes used to reach the sale area. Remove after sale is sold. Posting of trees on private land may require permission.

Illustration 5

Exhibit S Designation by Prescription (DxP) Selection Criteria

Contract No.: OR-014-TS2-2
Sale Name: Slim Chicken Timber Sale

Issuing Office: Klamath Falls Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)

EXHIBIT S
Designation by Prescription (DxP) Selection Criteria

I. **Training**.

A. In the required logging plan, the Purchaser shall provide a list of operators who will be operating the mechanical harvesters and/or chainsaws.

B. Prior to any harvesting operations in a Density Management DxP Cutting Area as shown on Exhibit A, the Authorized Officer will designate test mark areas. Any mechanical harvester operator and/or fallers designated to conduct falling operations within a Density Management DxP Cutting Area will be required to mark (with paint or flagging) a two-acre test mark area to demonstrate their ability to meet the Selection Criteria stated below. The test mark area marking must be approved by the Authorized Officer prior to any falling in the Density Management DxP Cutting Area.

II. **Cutting Operations**.

A. Purchaser Pre-Marking. In the event the Purchaser elects to mark (paint) the cutting areas prior to falling, the Authorized Officer shall approve such marking prior to falling.

B. Approved Cutting Areas. No yarding of felled timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.

C. Cutting operations will proceed no more than twenty (20) acres ahead of the total acreage that has been approved by the Authorized Officer.

III. **Selection Criteria For Trees Over Seven (7) inches DBH**. The Selection Criteria shown below shall be used by the Purchaser in determining which trees greater than seven (7) inches diameter at breast height (DBH defined as four and one-half feet (4.5 feet), above ground level on the uphill side of the tree) are designated for retention and which are designated for falling:

A. Retain all snags (dead trees) except those marked for cutting with green paint for cutting and removal.

B. Retain the following density measurement requirement expressed as basal area, measured in square feet/acre, of live trees larger than seven (7) inches DBH on each Density Management DxP Cutting Area.

If the existing density of all trees within fifty (50) feet of plot center is (square feet/acre):	The Purchaser shall retain the following density within fifty (50) feet of plot center (square feet/acre).
$\geq$ 200	120
100-199	80-100

C. In selecting which trees greater than seven (7) inches DBH to retain to meet the density measurement requirement shown above in Section III.B., apply the following criteria in the hierarchically designated order of importance:

1. All unmarked trees twenty (20) inches or larger in diameter outside bark measured at DBH (, are reserved from cutting. Note: This equates to approximately a twenty-two (22) inch diameter tree inside bark at one (1) foot above the ground on the uphill side.

2. Where available, retain vigorous trees exhibiting the desired form and vigor. Such vigorous trees are defined as:

a. Trees that have a live crown ratio of forty (40) percent or greater. The live crown ratio is determined by dividing the height of the tree containing a live crown by the total height of the tree.

b. Trees that exhibit mostly dark green needles with very little yellowing of the needles.

c. Trees that are free from severe mistletoe, disease, wounds, insects, or poor form (dead or forked tops, sweep, or crook, etc.).

3. Where available, on a per-acre-basis, seventy-five (75) percent or more of retained trees shall consist of the dominant and co-dominant trees of the initial stand.

4. Where available, retain the following preferred tree species in the designated order of preference:

a. Sugar pine.
b. Ponderosa pine or Douglas-fir.

c. Incense cedar.
d. White fir.

5. In selecting between a Douglas-fir or ponderosa pine of comparable form and vigor, or two trees that are of the same species and of comparable vigor and form, retain the largest tree.

6. Uniformity of spacing.

IV. **Compliance Inspection Criteria**. Compliance inspection will consist of visual observation of on-going falling operations and collecting plot data after the trees have been felled as specified below:

A. Visual observation compliance will consist of subjective monitoring by the Authorized Officer for compliance with the Selection Criteria. Compliance will be considered satisfactory if ninety (90) percent of the observed cut or retained trees are determined by the Authorized Officer to meet the Selection Criteria.

B. The Authorized Officer shall inspect felling operations by random plot selections through felled areas. At each plot, the following will be inspected to determine if the approval level is being met:

1. Diameter and species of stumps measured at one (1) foot or less above ground on the uphill side.

2. DBH and species of residual trees.

3. Basal area of the residual trees seven (7) inches DBH and larger.

4. Average spacing between the residual trees seven (7) inches DBH and larger.

5. Number of trees significantly damaged by the Purchaser's operation at each plot.

6. The selection of residual trees and the work quality.

C. The Purchaser's operations will be considered approved if:

1. Ninety (90) percent of the residual trees meet the selection criteria in Section III; and

2. The average basal area of all plots measured during one-day's inspection is within eighty (80) percent of the density measurement requirement (the objective is for the average basal area of all plots measured during one-day's inspection to be between 80 and 140 square feet); and

3. The basal area of each plot is within eighty (80) percent of the density measurement requirement (for plots where the initial basal area was ≥200 square feet, a minimum of 100 square feet and a maximum of 140 square feet is acceptable for retention. For plots where the initial basal was <200 square feet, a minimum of 80 basal area and a maximum of 120 square feet is acceptable; and

4. More than ninety-five (95) percent of the residual trees are not significantly damaged by operations under the contract. Significant damage is defined as any tree having greater than thirty (30) percent of the bark removed from the circumference of the tree, any tree with top diameter broken at three (3) inches in diameter or greater, or any tree being visually root-sprung.

If the Purchaser's operations fall below any one of these approval levels, a written warning will be immediately issued to the Purchaser.

VI. **Non-Compliance**. If the Purchaser does not comply with the DxP Selection Criteria to the satisfaction of the Authorized Officer applying the Compliance Inspection Criteria in Section IV., and after a written warning has been issued, the Contracting Officer may suspend felling operations until corrective measures have been taken by the Purchaser. It will be the responsibility of the Purchaser to pay any costs incurred in the implementation of the corrective measures required by the Authorized Officer. Corrective measures, as specified in writing by the Authorized Officer, may include but are not limited to:

A. **1st Warning**. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's satisfactory completion of a five (5) acre test mark area.

B. **2nd Warning**.

1. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's satisfactory completion of a twenty-five (25) acre test mark area; or

2. Replacement of mechanical harvester operator and/or fallers by Purchaser.

A. **3rd Warning**. The Purchaser will mark all reserve trees in the Density Management DxP Cutting Areas shown on Exhibit A for approval by the Authorized Officer prior to falling.

I. Reserved Timber. The provisions of Section 40 of the contract are repeated below for convenience of reference:

Section 40.

A. Timber Reserved from Cutting

The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

AR-1 All timber on the Reserve Areas as shown on Exhibit A, all orange painted and/or posted trees which are on or mark the boundaries of the Reserve Areas and Thermal Clumps as shown on Exhibit A and all trees within the areas designated as Thermal Clumps.

AR-1 All orange painted trees within Cutting Unit 21-2.

AR-1 In Cutting Units 19-1 and 31-1, all timber within twenty-five (25) feet of approximately twenty-nine (29) Mycena monticola special status species sites to be identified by the government.

I-2 In Cutting Units 19-2, 19-3,29-2, and 35-2 as shown on Exhibit A, all timber except trees marked for cutting heretofore by the Government with green paint above and below stump height.

I-2 All timber except trees marked for cutting by the Government prior to June 1, 2004 with green paint above and below stump height in Cutting Unit 35-1.

IR-2 In Cutting Units 19-1, 21-1, 21-3, 29-1, and 31-1 as shown on Exhibit A, all trees seven (7) inches DBH and smaller, all trees needed to meet Selection Criteria shown on Exhibit S, and all trees twenty (20.0) inches or larger in diameter outside bark at diameter breast height (DBH), on the uphill side, except trees marked for removal with green above and below stump height.

IR-2 In all Cutting Areas, all down trees and logs eighteen (18) inches or larger in diameter at the large end except those marked by the Government for removal with green paint.

IR-2 All snags in the Cutting Areas shown on Exhibit A, except those marked for removal with green paint.

Illustration 6
Sample Delegation Memo

In Reply To:
1203/5400 (OR-xxx) P

Date

EMS TRANSMISSION:
Instruction Memorandum No. ORxxx-20xx-xx
Expires: xx/xx/20xx

To: Managers and Supervisors

From: District Manager

Subject: Delegation Order

Program Area: Forestry, Special Forest Products, and Minerals.

Purpose: The purpose of the Instruction Memorandum (IM) is to delegate authorities to (specify district) District employees for cruising timber, approving field sales of additional timber (timber sale contract modifications), approving contracts for other vegetative materials and special forest products, and approving contracts for mineral materials.

Policy/Action: This IM delegates signing authority as outlined below. This re-delegation supersedes all previous re-delegations. Field managers have certain stated authorities within their existing re-delegations that are unaffected by this IM.

Pursuant to the authority vested in me via Oregon State Office (OSO) Manual Supplement 1203, Delegation of Authority, and in accordance with the Timber Cruising Handbook, H-5300-1, I hereby establish the following re-delegations:

(FOR WESTSIDE DISTRICTS AND THE KLAMATH FALLS RESOURCE AREA):

I. Authority to Cruise Timber. The Certified Cruisers listed below are authorized to cruise timber of any quality or quantity, and certify the volume. This includes the scaling of logs from felled and bucked sample trees. The Approved Cruisers listed below are authorized to cruise up to 50 Thousand Board Feet (MBF) of timber per transaction. Certified and Approved Cruisers must pass a check cruise annually. All Certified Cruisers must pass a check scale annually at least at the Woods Scaler level.

II. Authority to Production and Check Scale Logs. For scale sales and for administrative check scales of timber sale volume, the Certified Check Scalers listed below are authorized to conduct production scaling of timber sales and stewardship contracts, administrative and production check scaling of timber sales and stewardship contracts, and check scaling of either

Woods Scalers or contract scalers. All Certified Check Scalers must past two check scales annually (production and log lay).

(FOR EASTSIDE DISTRICTS EXCLUDING THE KLAMATH FALLS RESOURCE AREA):

I. Authority to Cruise Timber. The Approved Cruisers listed below are authorized to cruise timber of any quality or quantity. These Approved Cruisers must pass a check cruise annually, or equivalent, as provided by the State Cruiser/Appraiser. The State Cruiser/Appraiser, or another Certified Cruiser, will direct the District cruising operations as required by the Bureau 5300 Manual.

(FOR ALL DISTRICTS):

(II. or **III.) Authorization for Sale of Additional Timber in the Field**. The individuals listed below, while serving in the capacity of timber sale contract administrator, are authorized to approve field sales of up to 50 MBF of additional timber per contract modification. This re-delegation is limited to transactions in the field to add timber needed to expedite the normal conduct of logging, or to sell salvageable timber in the vicinity of the sale area or along the haul route. Only those individuals listed in Section I. of this IM may cruise sawtimber.

(III. or **IV.) Sale of Other Vegetative Resources up to $2,499**. The individuals listed below are authorized to approve contracts, up to a value of $2,499 per transaction, for cash sales for small amounts of saw timber using form 5450-5, and other vegetative resources and/or special forest products using forms 5450-5 or 5450-24. Only those individuals listed in Section I. of this IM may cruise sawtimber. Sales may not be processed on these forms to add additional timber to existing timber sale contracts. Sales of special forest products (SFP) must be completed in accordance with the Special Forest Products Handbook H-5400-2. Knowledge of and access to the web-based Timber Sale Information System to prepare and issue SFP permits on form 5450-24 is also necessary.

(IV. or **V.) Sale of Mineral Materials**. The individuals listed below are authorized to approve negotiated cash sales of mineral materials (sales are not to exceed $2,000.00 per transaction) on form 5450-5:

(V. or **VI.) Definitions**

Timber: Standing trees, down trees, or logs which are capable of being measured in board feet (43 CFR 5400.0-5).

Other Vegetative Resources: All vegetative material that is not normally measured in board feet, but can be sold or removed from public lands by means of the issuance of a contract or permit (43 CFR 5400.0-5).

Special Forest Products: Those products listed in the Special Forest Products Handbook, H-5400-2.

Timeframe: This IM becomes effective immediately.

Background: Chapter I, Section II.A.2. of the Timber Cruising Handbook, H-5310-1, requires that district managers on each district delegate authority by designating Certified and/or Approved Cruisers annually. The 1203 Delegation of Authority Manual provides for the re-delegation by the District Manager of authority for approving timber sale contract modifications up to 50 MBF; and approving sales of timber and other vegetative resources where values do not exceed $2,499, and mineral materials where values do not exceed $2,000.

Manual/Handbook Sections Affected: This supplements the 1203 Delegation of Authority Manual; Timber Sale Procedures Handbook, H-5400-1 and H-5470-1; and the Timber Cruising Handbook, H-5310-1.

Coordination:

Contact:

Districts with Unions:

Signed by: Authenticated by:

District Manager Staff Assistant

cc: Employees Listed Above, Managers

Distribution:
WO-270, Room 204 LS - 1
OR-931 – 1
OR-936 – 1

Illustration 7

Contract for the Sale of Timber – Lump Sum Sale (Form 5450-3)

(The most recent edition of this form can be found at the BLM online forms library.)

Form 5450-3
(December 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANGEMENT

CONTRACT FOR THE SALE OF TIMBER
LUMP SUM SALE

No.

THIS CONTRACT is made and entered into the _____ day of _____, 20____, under the authority of the Act of August 28, 1937, (50 Stat. 874), as amended, (43 U.S.C. 118la-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947, (61 Stat. 681), as amended, (30 U.S.C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management (BLM), and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called the Government, acting through the BLM, and

of

hereinafter called the Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. Timber Sold - The Government hereby sells to the Purchaser and the Purchaser hereby buys from the Government, under the terms and conditions of this contract, all timber included in *Exhibit B*, which is attached hereto and made a part hereof, except that timber reserved to the Government under Sec. 41 of this contract, within the area designated by the Government, comprising contract area as shown on map marked *Exhibit A*, which is attached hereto and made a part hereof, and situated in the County of , State of , and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISION(S)

Sec. 2. Total Purchase Price - The Purchaser agrees to pay the Government, as the total purchase price for the timber sold hereunder, the sum of

dollars ( ); *Provided, however*, that such total purchase price may be adjusted in accordance with Secs. 6, 7, 8, 9, 19, 20, or 42 of this contract.

Sec. 3. Payment

(a) Payment under this contract shall be made as set forth in this section. No timber may be cut or removed until the required payments have been made. Purchaser shall continue to make such payments until the total purchase price has been paid. The total purchase price shall be paid no later than the expiration of time for cutting and removal as set forth in Sec. 4.

(b) Unless total purchase price is paid on or before the date this contract is signed by the Contracting Officer, payments shall be made in installments of not less than

dollars ( ) as follows: (1) The first installment shall be paid on or before the date this contract is signed by the Contracting Officer, one-half of this first installment may be applied as payment on the total purchase price when (i) no less than 60 percent of the total purchase price has been paid or (ii) road construction required under the contract has been completed the value of which when combined with contract payments is equal to no less than 60 percent of the total purchase price, and one-half of this first installment shall be held to satisfy the final payment due under this contract; (2) *except* as provided by subsections (e) and (f) of this section, a second installment shall be paid prior to cutting or removal of any timber sold under this contract. Each subsequent installment shall be due and payable without notice when the value of the timber cut or removed equals the sum of all payments not including the first

installment or one-half of the first installment after one-half of the first installment has been released as provided in subsection (b)(1) of this section; (3) *Provided, however*, that in the case of all contracts with a nineteen (19) month or longer term, the Purchaser shall be required by the first anniversary date to either (i) pay no less than 20 percent of the total purchase price or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 20 percent of the total purchase price; (4) *Provided further*, that in the case of contracts with a twenty-seven (27) month or longer term, the Purchaser shall also be required by the second anniversary date to either (i) pay no less than 40 percent of the total purchase price or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 40 percent of the total purchase price.

(c) Notwithstanding the provisions of subsection (b)(1) of this section, 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. The first installment may be reduced to 5 percent of the installment amount specified in subsection (b) of this section, 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 restore the first installment to the value specified in subsection (b) of this section. Failure to restore the first installment 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.

(d) Notwithstanding the provisions of subsections (b)(3) and (b)(4) of this section, adjustments in the due dates for anniversary 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 to the due dates for anniversary payments will be commensurate with the extension of operating time granted in accordance with Sec. 9. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment contained in subsections (b)(3) and (b)(4) of this section.

(e) If Purchaser increases the performance bond as permitted by Sec. 39(b), cutting of timber of a value not in excess of the increase in value of such bond may be permitted prior to the payment of the second installment or subsequent installments; *Provided, however*, that no timber may be skidded, yarded, or otherwise transported to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of this subsection, would otherwise be due under the provisions of Sec. 3(b).

(f) If Purchaser provides a payment bond, as permitted by Sec. 39(d), cutting and/or removal of timber of a value not in excess of the penal sum of such bond may be permitted prior to the payment of the second installment or subsequent installments. Unless a shorter period is agreed to by Purchaser and Government, Government shall bill Purchaser monthly for timber skidded, yarded, or otherwise transported to a loading point or removed from the contract area. Such billing shall include any amount due for related road maintenance fees and other charges required under this contract. Purchaser shall make payment within fifteen (15) days of the billing date shown on the billing form.

(g) For the purpose of determining (1) when payments are due or (2) the value of timber subject to any special bonding provisions, Government shall calculate the value of timber in accordance with the provisions of *Exhibit B*.

(h) Notwithstanding Sec. 3(a), if the time specified for cutting and removal expires or the contract is cancelled, credit against the total purchase price will be determined pursuant to Sec. 11. The Government will then bill the Purchaser for the amount due, payable within fifteen (15) days of the demand for damages.

(i) Purchaser shall make all payments at a depository as designated by the Contracting Officer in cash or by money order, check, credit card, or electronic transfer made payable to the Department of the Interior, Bureau of Land Management.

(j) For any payments or other charges not paid when due, interest shall accrue on the amount due at the Department of Treasury's Current Value of Funds rate published in the Federal Register, beginning thirty (30) calendar days after the billing date shown on the billing form. For every demand letter issued, an administrative charge will be assessed. If payment has not been received within ninety (90) calendar days after the billing date shown on the billing form, administrative penalties will be assessed at a rate of 6 percent per annum on any outstanding principal balance. All fees are assessed in accordance with the Debt Collection Improvement Act of 1996 (110 Stat. 1321) or any amendment thereof.

Sec. 4. Time for Cutting and Removal - Except as otherwise provided in this contract, Purchaser may begin cutting and removing timber sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to cut and remove such timber shall expire ( ) months after such date; *Provided, however*, extensions of time may be granted as provided in Sec. 9.

Sec. 5. Definitions

(a) *Contracting Officer* - the Bureau of Land Management official who would have authority to execute this contract and delegate authority to take action in connection with this contract.

(b) *Authorized Officer* - any employee of the Bureau of Land Management who has been delegated, by the Contracting Officer, the authority to take action in connection with this contract.

(c) *Timber* - standing trees, downed trees or logs, or portions thereof, which are capable of being measured in board feet.

(d) *Loading Point* - any landing or other area in which logs are capable of being loaded for transportation out of the contract area; *Provided, however*, that right-of-way timber which has been cut shall not be considered to be at a loading point until such time as the logs from any source are actually transported from that portion of the right-of-way.

(e) *Operating Season* - the time of year in which operations of the type allowed or required are normally conducted and not specifically restricted under this contract.

Sec. 6. Inspection of Timber and Disclaimer of Warranty

(a) Purchaser warrants that this contract is accepted and executed on the basis of its examination and inspection of the timber sold under this contract and its opinion of the value thereof.

(b) Government expressly disclaims any warranty of fitness of the timber for any purpose; all timber sold hereunder is accepted *As Is* without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the timber sold hereunder is expressly disclaimed by Government. Refund to or recovery by Purchaser for failure of title to any timber sold hereunder shall not exceed the value of such timber computed at unit prices per species or for all species included as set forth in *Exhibit B*.

Sec. 7. Passage of Title and Risk of Loss - Title to timber sold under this contract shall remain in Government and shall not pass to Purchaser until such timber has been paid for and removed from the contract area. Unless cut timber is sold under this contract, risk of loss shall be borne by Purchaser after the timber is cut;

Provided, however, that if loss results from a fire which was not caused by Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, the risk of loss shall be borne by the party holding title. If cut timber is sold under this contract, risk of loss shall be borne by the party holding title. Risk of loss to Government shall not exceed the value of such timber computed at the unit prices per species or for all species included as set forth in *Exhibit B*. Nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act. As used in this section, the term *cut timber* refers only to timber which has been felled, bucked, piled at a loading point, or otherwise severed by direct human activity prior to the date this contract was entered into.

Sec. 8. Sales of Additional Timber - If the Authorized Officer and Purchaser agree that additional timber should be removed and the Contracting Officer determines that the sale will not be detrimental to the interests of Government and is within the provisions of 43 CFR 5402.0-6, the Contracting Officer, or Authorized Officer if designated, shall grant written permission to Purchaser to cut and remove such timber. If permission is granted, Purchaser shall pay for such timber at a price determined by the Authorized Officer in accordance with BLM-prescribed procedures. The value of such timber shall be added to total purchase price in Sec. 2. Payment for such timber shall be made in accordance with Sec. 3(b) or 3(f), *except that*, if all contract payments required by Sec. 3(b) or 3(f) have been made, payment for such timber shall be made in advance as a condition of granting such permission.

Sec. 9. Extension of Time and Reappraisal - If Purchaser shows that delay in cutting and removal was due to causes beyond their control and without their fault or negligence, the Contracting Officer may grant an extension of time, not to exceed one (1) year, upon written request of Purchaser. Any such extension shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. Such written request shall be filed with the Contracting Officer prior to the expiration of the time for cutting and removal expressed in Sec. 4. If an extension of time is granted, except as provided by 43 CFR 5473.4, timber remaining on contract area shall be reappraised by the Authorized Officer using BLM-prescribed procedures, and the total purchase price and *Exhibit B* adjusted accordingly; *Provided, however*, no adjustment shall be made by reason of timber being enhanced in value by Purchaser, nor shall the reappraised total purchase price be less than the total purchase price in effect during the original time for cutting and removal or the last extension. The Contracting Officer may require that the reappraised total purchase price shall be paid in advance as a condition of granting an extension. Market fluctuations shall not be cause for consideration of contract extensions.

Sec. 10. Violations, Suspension, and Cancellation

(a) If Purchaser violates any provision of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within thirty (30) days after receipt of a suspension notice, the Contracting Officer may, by written notice, cancel the rights of the Purchaser under this contract and take appropriate action to recover all damages suffered by Government by reason of such violation, including application toward payment of such damages of any advance payments and any performance bonds or, where applicable, any payment bonds; *Provided, however*, that if the violation involves nonpayment of amounts due for timber cut and/or removed under a payment bond of a corporate surety, the Contracting Officer must, in addition to the above requirements, allow sixty (60) days after making demand upon surety for any payment due before cancelling the rights of Purchaser.

(b) If Purchaser cuts or removes any timber sold under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. For purposes of determining damages under this section, the value of the trespass timber shall be based upon the fair market value of the particular timber cut or removed at the time of trespass. Any payment made for purchase price of timber cut or removed in trespass shall be deducted to the extent of single damages or the value of timber under this contract, whichever is lesser, from amount due because of trespass.

(c) If Purchaser's operations are suspended because of Purchaser's failure to make an installment payment when due, the Contracting Officer may require Purchaser to *pay the entire remaining balance* of the total purchase price or any portion thereof as a condition of terminating the suspension.

(d) In the event timber is entirely removed or the time for cutting and removal has passed, the suspension notice otherwise required in this section need not be issued prior to the notice of cancellation.

(e) If Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government timber reserved under this contract, they shall fully cooperate, upon request of the Authorized Officer, in the investigation of such acts. If in the opinion of the Contracting Officer, full cooperation is not received or will not be forthcoming, said official may suspend that portion of Purchaser's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Sec. 11. Credit Against Purchase Price - If the time specified for cutting and removal of timber has expired or the rights of Purchaser have been cancelled, Purchaser shall be entitled to a credit against any amount which is due and owing Government for timber remaining on the contract area. The Contracting Officer shall determine the credit value of the remaining timber as soon as possible after the date of expiration or cancellation. Credit value of the remaining timber shall be total market value as established by the Contracting Officer by reappraisal or resale, or total value based upon contract unit prices as shown on *Exhibit B*, whichever is less. There shall be deducted from credit value such amounts as the Contracting Officer determines adequate to cover costs to Government resulting from Purchaser's failure to perform, including but not limited to costs of appraising and administering any resale of timber.

Sec. 12. Hold Harmless and Responsibility for Damages to the Government - Purchaser agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost or expense incurred by the Government which claim, damage, cost, or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of Purchaser, Purchaser's contractors, subcontractors, or employees of any of them. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 13. Timber Trespass - If in connection with operations hereunder Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government timber, other than timber sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 14. Protection of Roads, Utilities, and Improvements - Existing telephone lines, transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's operations. All such roads and ditches shall be kept free of logs, slash, and debris resulting from Purchaser's operations. Damage to roads, utilities, and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

Sec. 15. Fire Prevention and Slash Disposal - Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. *However*, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer or as provided in Sec. 42.

Sec. 16. Construction, Use, and Maintenance of Roads and Facilities

(a) Subject to the written approval of and regulation by the Contracting Officer, Purchaser may: (1) construct and use any new roads and facilities not otherwise provided for in this contract, and (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 42; *Provided, however*, that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 42; and *Provided, further*, that Purchaser's responsibility under this provision shall not commence prior to the date on which Purchaser first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.

Sec. 17. Limitations of Road Use

(a) Purchaser's right under this contract to use existing Government roads described herein, or roads to be constructed, is limited to removal of timber sold and the transport of mineral materials under this contract; *Provided, however*, that this provision shall not limit any right to use Government roads or rights-of-way which have been granted to Purchaser pursuant to 43 CFR Group 2800.

(b) For the purpose of protecting roads described herein, Purchaser shall immediately discontinue use of said roads upon receipt of written notice that the Authorized Officer has determined that continued use will cause excessive damage to said roads.

Sec. 18. Acceptance of Road Construction

(a) Whenever Purchaser shall deliver to the Contracting Officer a written statement that the road construction is complete, pursuant to the contract terms, the Authorized Officer shall promptly inspect such road. If the contract road construction requirements have been completed to the satisfaction of the Contracting Officer, Purchaser will be given written notice of acceptance, and, except as provided in Sec. 12, be released from further liability or duty for construction or reconstruction of such road.

(b) Notwithstanding acceptance of any road under this section, Purchaser shall remain liable for maintenance and repair of any such road in accordance with the provisions of Sec. 16.

Sec. 19. Cost Adjustment for Physical Changes - If, prior to acceptance of a road under Sec. 18, a major physical change, caused by a single event, and not due to negligence of Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, results in additional construction work by Purchaser involving an additional estimated cost of more than: (1) $1,000 for sales under one million board feet; (2) $1.00 per thousand board feet for sale of one to three million board feet; or (3) $3,000 for sales over three million board feet, Government shall become responsible for any estimated cost which exceeds the above amounts. Government may elect to meet its share by reducing the total purchase price or by payment of such cost to Purchaser or by performing the Purchaser's share of the necessary work. Where the Contracting Officer determines that the damages caused by such major physical change are so great that restoration, reconstruction, or construction is not practical under the cost-sharing arrangement, the Contracting Officer may cancel the timber sale contract notwithstanding any provisions thereof. The estimated cost of additional work shall be calculated by the Authorized Officer using BLM-prescribed appraisal procedures. Such cost shall include the cumulative estimated costs of repairing damage from slides, washouts, landslips, fire, etc., caused by said event. If necessary, plans and contract specifications shall be revised, and the contract modified, to meet the new conditions. Purchaser must obtain advance approval from the Contracting Officer for such additional work in order for Purchaser to be eligible for cost adjustment under this section. The payment for physical changes shall be made by crediting against the total actual purchase price and may be accomplished by applying the credit to future installments owed by the Purchaser.

Sec. 20. Design Change - If the Purchaser requests and the Contracting Officer agrees to a design change of a substantial nature to any road, road structure, or bridge required to be constructed or improved under the terms of this contract, or, in the absence of such a request, the Contracting Officer determines that a design change of a substantial nature is needed, the total purchase price shall be revised to reflect the estimated increase or decrease in cost from such design change. A design change of a substantial nature is one that would result in a cost adjustment of $2,000 or more.

Sec. 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser - If any of Purchaser's obligations remain unperformed after expiration of the time for removal of personal property, as set forth in Sec. 40, or if the rights of Purchaser under this contract have been cancelled by Government, all provisions of this contract for the benefit and protection of Government or third parties shall remain in effect until this contract is terminated in its entirety by Government.

Sec. 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees - Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the contract area. If any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories, at the same location, using surveying procedures in accordance with the *Manual of Instructions for the Survey of the Public Lands of the United States*, and shall record such survey in appropriate county records. The Authorized Officer may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

Sec. 23. Protection of Cultural Resources - If in connection with operations under this contract the Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any object or sites of cultural value on the contract area, such as historical or prehistorical ruins, graves, grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.

Sec. 24. Purchaser's Representative - At all times when operations are in progress under this contract, Purchaser shall have an authorized representative, whom shall be designated in writing by Purchaser, readily available on the contract area who shall be

authorized to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Sec. 25. Simultaneous Use of Contract Area by Others - The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Contracting Officer first determines that such use of the contract area will not seriously interfere with the operations of the Purchaser.

Sec. 26. Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction, timber harvesting, or hauling operations under this contract, upon receipt of written notice from the Contracting Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The Contracting Officer shall notify Purchaser, in writing, when such operations may be resumed.

Sec. 27. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to refuse control and disposition of waste materials in connection with any operations under this contract.

(b) Purchaser shall, to the satisfaction of the Authorized Officer, remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials, or other refuse resulting from Purchaser's operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(c) Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Sec. 28. Storage and Handling of Hazardous Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to storage, handling, use, and disposal of industrial chemicals, pesticides, herbicides, and other hazardous materials in connection with any operations under this contract.

(b) All petroleum products, industrial chemicals, and similar toxic or volatile materials stored by Purchaser on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

Sec. 29. Safety and Health - Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health, and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Sec. 30. Equal Opportunity - The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 31. Records and Reports - Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of timber cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing timber from the contract area; and (3) prices received for lumber and other wood products.

Sec. 32. Unsatisfactory Bond - Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Contracting Officer, said official may require a new bond.

Sec. 33. Assignments

(a) Purchaser may not assign this contract or any interest therein without written approval of the Contracting Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

(b) The Contracting Officer will not approve any assignment involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Contracting Officer of their ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 39 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Sec. 34. Contingent Fees - The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Sec. 35. Successors in Interest - Every obligation hereunder shall extend to and be binding upon the successors in interest of the parties hereto and every benefit hereunder shall inure to such successors.

Sec. 36. Exercise of Rights or Duties of the Authorized Officer - The rights or duties of the Authorized Officer may be exercised by the Contracting Officer or said official's designated representative.

Sec. 37. Officials Not to Benefit - No Member of, or Delegate to Congress, or Resident Commissioner, after said official's election or appointment, or either before or after said official has qualified and during said official's continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part

of this contract so far as the same may be applicable.

Sec. 38. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(e) The Purchaser shall provide certification when submitting any claim exceeding $100,000. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am duly authorized to certify the claim in behalf of the Purchaser." The certification may be executed by any person duly authorized to bind the Purchaser with respect to the claim.

(f) For Purchaser claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within sixty (60) days of the request. For Purchaser-certified claims over $100,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify the Purchaser of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

(h) If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

(i) The Government shall pay interest on the amount found due and unpaid from: (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

(j) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Sec. 39. Bond

(a) A performance bond shall be filed by Purchaser on or before the date this contract is signed by the Contracting Officer in the amount of

dollars ( ).

(b) If Purchaser elects to cut timber before payment of the second installment or subsequent installments, Purchaser shall increase the amount of the required performance bond by an amount equal to the second installment and one or more additional installments as set forth in Sec. 3(b). The adjusted bond must be approved, in writing, by the Contracting Officer prior to cutting any timber under the adjusted bond. The increased amount of bond shall be used to ensure payment for such timber. Timber cut pursuant to this subsection may be paid for in installments. Upon payment, the increased amount of bond may be applied to other timber sold under this contract to permit its cutting in advance of payment.

(c) As contract provisions are completed to the satisfaction of the Contracting Officer, said official may, at their discretion, reduce the amount of the required performance bond; *Provided, however*, the performance bond may not be reduced below the amount of

dollars

( ) until provision under Sec. 3(b)(1)(i) or 3(b)(1)(ii) have been completed. Further, the performance bond may not be reduced below the amount of

dollars

( ) until the total purchase price has been paid. The performance bond shall be forfeited to the amount of damages, as determined by the Contracting Officer, if all contract provisions are not faithfully and fully performed by Purchaser. If the amount of damages exceeds the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled or, if cash or negotiable securities are furnished in lieu of a performance bond, such cash or negotiable securities shall be returned to Purchaser. In event of litigation, any determination by the Contracting Officer as to the amount of damages will be subject to review by a court of competent jurisdiction.

(d) If Purchaser elects to: (1) cut and remove timber; (2) remove timber already cut which has been secured by an increased performance bond as provided in Sec. 39(b), before payment of the second installment or subsequent installments, Purchaser shall obtain a payment bond in an amount equal to the second installment and one or more additional installments as determined by the Authorized Officer. The payment bond must be approved, in writing, by the Contracting Officer prior to cutting or removing any timber under the bond. The amount of the bond shall be used to ensure payment for such timber; *Provided, however*, that such bond shall be considered as payment under Sec. 7, for the purpose of passing title and risk of loss to timber sold. Timber cut pursuant to this subsection shall be paid for as provided in Sec. 3(f). Upon payment, the amount of the bond may be applied to other timber to permit its cutting and/or removal in advance of payment. If a bond of a corporate surety is used, it shall provide that if Purchaser fails to make payment as required by Sec. 3(f), the surety will make such payment including interest as specified in Sec. 3(j), to Government within sixty (60) days after demand by Government.

Sec. 40. Time for Removal of Personal Property - Purchaser shall have the right within ( ) month(s) after expiration of time for cutting and removal to remove Purchaser's equipment, improvements, or other personal property from Government lands or rights-of-way; *Provided, however*, that any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road, shall not be removed. The Contracting Officer may, in said official's discretion, grant an extension of time, not to exceed three (3) months for

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:	If Corporation, sign here:
_____ (Name of Firm)	_____ (Name of Corporation)
_____ (Signature)	_____ (Signature)
_____ (Address)	_____ (Title)
_____ (Signature)	UNITED STATES OF AMERICA
_____ (Address)	By_____ (Signature)
_____ (Signature)	_____ (Title)
_____ (Address)	_____ (Date)

Title 18 U.S.C. Section 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.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature:_____

(Form 5450-3, page 7)

Illustration 8

Contract for the Sale of Timber and other Wood Products Lump Sum (Form 5450-25)

(The most recent edition of this form can be found at the BLM online forms library.)

this contract; (2) *except* as provided by subsections (e) and (f) of this section, a second installment shall be paid prior to cutting or removal of any wood products sold under this contract. Each subsequent installment shall be due and payable without notice when the value of the wood products cut or removed equals the sum of all payments not including the first installment or one-half of the first installment after one-half of the first installment has been released as provided in subsection (b)(1) of this section; (3) *Provided, however*, that in the case of all contracts with a nineteen (19) month or longer term, the Purchaser shall be required by the first anniversary date to either (i) pay no less than 20 percent of the total purchase price or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 20 percent of the total purchase price; (4) *Provided further*, that in the case of contracts with a twenty-seven (27) month or longer term, the Purchaser shall also be required by the second anniversary date to either (i) pay no less than 40 percent of the total purchase price or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 40 percent of the total purchase price.

(c) Notwithstanding the provisions of subsection (b)(1) of this section, 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. The first installment may be reduced to 5 percent of the installment amount specified in subsection (b) of this section, 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 restore the first installment to the value specified in subsection (b) of this section. Failure to restore the first installment within the allotted time will be considered a material breach of contract. No wood products shall be cut or removed from the contract area until the first installment is restored.

(d) Notwithstanding the provisions of subsections (b)(3) and (b)(4) of this section, adjustments in the due dates for anniversary 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 to the due dates for anniversary payments will be commensurate with the extension of operating time granted in accordance with Sec. 9. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment contained in subsections (b)(3) and (b)(4) of this section.

(e) If Purchaser increases the performance bond as permitted by Sec. 39(b), cutting of wood products of a value not in excess of the increase in value of such bond may be permitted prior to the payment of the second installment or subsequent installments; *Provided, however*, that no wood products may be skidded, yarded, or otherwise transported to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of this subsection, would otherwise be due under the provisions of Sec. 3(b).

(f) If Purchaser provides a payment bond, as permitted by Sec. 39(d), cutting and/or removal of wood products of a value not in excess of the penal sum of such bond may be permitted prior to the payment of the second installment or subsequent installments. Unless a shorter period is agreed to by Purchaser and Government, Government shall bill Purchaser monthly for wood products skidded, yarded, or otherwise transported to a loading point or removed from the contract area. Such billing shall include any amount due for related road maintenance fees and other charges required under this contract. Purchaser shall make payment within fifteen (15) days of the billing date shown on the billing form.

(g) For the purpose of determining (1) when payments are due or (2) the value of wood products subject to any special bonding provisions, Government shall calculate the value of wood products in accordance with the provisions of *Exhibit B*.

(h) Notwithstanding Sec. 3(a), if the time specified for cutting and removal expires or the contract is cancelled, credit against the total purchase price will be determined pursuant to Sec. 11. The Government will then bill the Purchaser for the amount due, payable within fifteen (15) days of the demand for damages.

(i) Purchaser shall make all payments at a depository as designated by the Contracting Officer in cash or by money order, check, credit card, or electronic transfer made payable to the Department of the Interior, Bureau of Land Management.

(j) For any payments or other charges not paid when due, interest shall accrue on the amount due at the Department of Treasury's Current Value of Funds rate published in the Federal Register, beginning thirty (30) calendar days after the billing date shown on the billing form. For every demand letter issued, an administrative charge will be assessed. If payment has not been received within ninety (90) calendar days after the billing date shown on the billing form, administrative penalties will be assessed at a rate of 6 percent per annum on any outstanding principal balance. All fees are assessed in accordance with the Debt Collection Improvement Act of 1996 (110 Stat. 1321) or any amendment thereof.

Sec. 4. Time for Cutting and Removal - Except as otherwise provided in this contract, Purchaser may begin cutting and removing wood products sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to cut and remove such wood products shall expire ( ) months after such date; *Provided, however,* extensions of time may be granted as provided in Sec. 9.

Sec. 5. Definitions

(a) *Contracting Officer* - the Bureau of Land Management official who would have authority to execute this contract and delegate authority to take action in connection with this contract.

(b) *Authorized Officer* - any employee of the Bureau of Land Management who has been delegated, by the Contracting Officer, the authority to take action in connection with this contract.

(c) *Timber* - standing trees, downed trees or logs, or portions thereof, which are capable of being measured in board feet.

(d) Wood Products – includes *timber* and other woody material not normally measured in board feet.

(e) *Loading Point* - any landing or other area in which wood products are capable of being loaded for transportation out of the contract area; *Provided, however*, that right-of-way wood products which have been cut shall not be considered to be at a loading point until such time as the wood products from any source are actually transported from that portion of the right-of-way.

(f) *Operating Season* - the time of year in which operations of the type allowed or required are normally conducted and not specifically restricted under this contract.

Sec. 6. Inspection of Wood Products and Disclaimer of Warranty

(a) Purchaser warrants that this contract is accepted and executed on the basis of its examination and inspection of the wood products sold under this contract and its opinion of the value thereof.

(b) Government expressly disclaims any warranty of fitness of the

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wood products for any purpose; all wood products sold hereunder are accepted *As Is* without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the wood products sold hereunder is expressly disclaimed by Government. Refund to or recovery by Purchaser for failure of title to any wood products sold hereunder shall not exceed the value of such wood products computed at unit prices per species or for all species included as set forth in *Exhibit B*.

Sec. 7. Passage of Title and Risk of Loss - Title to wood products sold under this contract shall remain in Government and shall not pass to Purchaser until such wood products have been paid for and removed from the contract area. Unless cut wood products are sold under this contract, risk of loss shall be borne by Purchaser after the wood products are cut; *Provided, however,* that if loss results from a fire which was not caused by Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, the risk of loss shall be borne by the party holding title. If cut wood products are sold under this contract, risk of loss shall be borne by the party holding title. Risk of loss to Government shall not exceed the value of such wood products computed at the unit prices per species or for all species included as set forth in *Exhibit B*. Nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act. As used in this section, the term *cut wood products* refers only to wood products which have been felled, bucked, piled at a loading point, or otherwise severed by direct human activity prior to the date this contract was entered into.

Sec. 8. Sales of Additional Wood Products - If the Authorized Officer and Purchaser agree that additional wood products should be removed and the Contracting Officer determines that the sale will not be detrimental to the interests of Government and is within the provisions of 43 CFR 5402.0-6, the Contracting Officer, or Authorized Officer if designated, shall grant written permission to Purchaser to cut and remove such wood products. If permission is granted, Purchaser shall pay for such wood products at a price determined by the Authorized Officer in accordance with BLM-prescribed procedures. The value of such wood products shall be added to total purchase price in Sec. 2. Payment for such wood products shall be made in accordance with Sec. 3(b) or 3(f), *except that*, if all contract payments required by Sec. 3(b) or 3(f) have been made, payment for such wood products shall be made in advance as a condition of granting such permission.

Sec. 9. Extension of Time and Reappraisal - If Purchaser shows that delay in cutting and removal was due to causes beyond their control and without their fault or negligence, the Contracting Officer may grant an extension of time, not to exceed one (1) year, upon written request of Purchaser. Any such extension shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. Such written request shall be filed with the Contracting Officer prior to the expiration of the time for cutting and removal expressed in Sec. 4. If an extension of time is granted, except as provided by 43 CFR 5473.4, wood products remaining on contract area shall be reappraised by the Authorized Officer using BLM-prescribed procedures, and the total purchase price and *Exhibit B* adjusted accordingly; *Provided, however*, no adjustment shall be made by reason of wood products being enhanced in value by Purchaser, nor shall the reappraised total purchase price be less than the total purchase price in effect during the original time for cutting and removal or the last extension. The Contracting Officer may require that the reappraised total purchase price shall be paid in advance as a condition of granting an extension. Market fluctuations shall not be cause for consideration of contract extensions.

Sec. 10. Violations, Suspension, and Cancellation

(a) If Purchaser violates any provision of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within thirty (30) days after receipt of a suspension notice, the Contracting Officer may, by written notice, cancel the rights of the Purchaser under this contract and take appropriate action to recover all damages suffered by Government by reason of such violation, including application toward payment of such damages of any advance payments and any performance bonds or, where applicable, any payment bonds; *Provided, however*, that if the violation involves nonpayment of amounts due for wood products cut and/or removed under a payment bond of a corporate surety, the Contracting Officer must, in addition to the above requirements, allow sixty (60) days after making demand upon surety for any payment due before cancelling the rights of Purchaser.

(b) If Purchaser cuts or removes any wood products sold under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. For purposes of determining damages under this section, the value of the trespass wood products shall be based upon the fair market value of the particular wood products cut or removed at the time of trespass. Any payment made for purchase price of wood products cut or removed in trespass shall be deducted to the extent of single damages or the value of wood products under this contract, whichever is lesser, from amount due because of trespass.

(c) If Purchaser's operations are suspended because of Purchaser's failure to make an installment payment when due, the Contracting Officer may require Purchaser to *pay the entire remaining balance* of the total purchase price or any portion thereof as a condition of terminating the suspension.

(d) In the event wood products are entirely removed or the time for cutting and removal has passed, the suspension notice otherwise required in this section need not be issued prior to the notice of cancellation.

(e) If Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government wood products reserved under this contract, they shall fully cooperate, upon request of the Authorized Officer, in the investigation of such acts. If in the opinion of the Contracting Officer, full cooperation is not received or will not be forthcoming, said official may suspend that portion of Purchaser's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Sec. 11. Credit Against Purchase Price - If the time specified for cutting and removal of wood products have expired or the rights of Purchaser have been cancelled, Purchaser shall be entitled to a credit against any amount which is due and owing Government for wood products remaining on the contract area. The Contracting Officer shall determine the credit value of the remaining wood products as soon as possible after the date of expiration or cancellation. Credit value of the remaining wood products shall be total market value as established by the Contracting Officer by reappraisal or resale, or total value based upon contract unit prices as shown on *Exhibit B*, whichever is less. There shall be deducted from credit value such amounts as the Contracting Officer determines adequate to cover costs to Government resulting from Purchaser's failure to perform, including but not limited to costs of appraising and administering any resale of wood products.

Sec. 12. Hold Harmless and Responsibility for Damages to the Government - Purchaser agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost or expense

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incurred by the Government which claim, damage, cost, or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of Purchaser, Purchaser's contractors, subcontractors, or employees of any of them. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 13. Wood Products Trespass - If in connection with operations hereunder Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government wood prodducts, other than wood products sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 14. Protection of Roads, Utilities, and Improvements - Existing telephone lines, transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's operations. All such roads and ditches shall be kept free of logs, slash, and debris resulting from Purchaser's operations. Damage to roads, utilities, and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

Sec. 15. Fire Prevention and Slash Disposal - Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. *However*, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer or as provided in Sec. 42.

Sec. 16. Construction, Use, and Maintenance of Roads and Facilities

(a) Subject to the written approval of and regulation by the Contracting Officer, Purchaser may: (1) construct and use any new roads and facilities not otherwise provided for in this contract, and (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 42; *Provided, however,* that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 42; and *Provided, further,* that Purchaser's responsibility under this provision shall not commence prior to the date on which Purchaser first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.

Sec. 17. Limitations of Road Use

(a) Purchaser's right under this contract to use existing Government roads described herein, or roads to be constructed, is limited to removal of wood products sold and the transport of mineral materials under this contract; *Provided, however,* that this provision shall not limit any right to use Government roads or rights-of-way which have been granted to Purchaser pursuant to 43 CFR Group 2800.

(b) For the purpose of protecting roads described herein, Purchaser shall immediately discontinue use of said roads upon receipt of written notice that the Authorized Officer has determined that continued use will cause excessive damage to said roads.

Sec. 18. Acceptance of Road Construction

(a) Whenever Purchaser shall deliver to the Contracting Officer a written statement that the road construction is complete, pursuant to the contract terms, the Authorized Officer shall promptly inspect such road. If the contract road construction requirements have been completed to the satisfaction of the Contracting Officer, Purchaser will be given written notice of acceptance, and, except as provided in Sec. 12, be released from further liability or duty for construction or reconstruction of such road.

(b) Notwithstanding acceptance of any road under this section, Purchaser shall remain liable for maintenance and repair of any such road in accordance with the provisions of Sec. 16.

Sec. 19. Cost Adjustment for Physical Changes - If, prior to acceptance of a road under Sec. 18, a major physical change, caused by a single event, and not due to negligence of Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, results in additional construction work by Purchaser involving an additional estimated cost of more than: (l) $1,000 for sales under one million board feet; (2) $1.00 per thousand board feet for sale of one to three million board feet; or (3) $3,000 for sales over three million board feet, Government shall become responsible for any estimated cost which exceeds the above amounts. Government may elect to meet its share by reducing the total purchase price or by payment of such cost to Purchaser or by performing the Purchaser's share of the necessary work. Where the Contracting Officer determines that the damages caused by such major physical change are so great that restoration, reconstruction, or construction is not practical under the cost-sharing arrangement, the Contracting Officer may cancel the wood products sale contract notwithstanding any provisions thereof. The estimated cost of additional work shall be calculated by the Authorized Officer using BLM-prescribed appraisal procedures. Such cost shall include the cumulative estimated costs of repairing damage from slides, washouts, landslips, fire, etc., caused by said event. If necessary, plans and contract specifications shall be revised, and the contract modified, to meet the new conditions. Purchaser must obtain advance approval from the Contracting Officer for such additional work in order for Purchaser to be eligible for cost adjustment under this section. The payment for physical changes shall be made by crediting against the total actual purchase price and may be accomplished by applying the credit to future installments owed by the Purchaser.

Sec. 20. Design Change - If the Purchaser requests and the Contracting Officer agrees to a design change of a substantial nature to any road, road structure, or bridge required to be constructed or improved under the terms of this contract, or, in the absence of such a request, the Contracting Officer determines that a design change of a substantial nature is needed, the total purchase price shall be revised to reflect the estimated increase or decrease in cost from such design change. A design change of a substantial nature is one that would result in a cost adjustment of $2,000 or more.

Sec. 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser - If any of Purchaser's obligations remain unperformed after expiration of the time for removal of personal property, as set forth in Sec. 40, or if the rights of Purchaser under this contract have been cancelled by Government, all provisions of this contract for the benefit and protection of Government or third parties shall remain in effect until this contract is terminated in its entirety by Government.

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Sec. 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees - Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the contract area. If any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories, at the same location, using surveying procedures in accordance with the *Manual of Instructions for the Survey of the Public Lands of the United States*, and shall record such survey in appropriate county records. The Authorized Officer may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

Sec. 23. Protection of Cultural Resources - If in connection with operations under this contract the Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any object or sites of cultural value on the contract area, such as historical or prehistorical ruins, graves, grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.

Sec. 24. Purchaser's Representative - At all times when operations are in progress under this contract, Purchaser shall have an authorized representative, whom shall be designated in writing by Purchaser, readily available on the contract area who shall be authorized to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Sec. 25. Simultaneous Use of Contract Area by Others - The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Authorized Officer first determines that such use of the contract area will not seriously interfere with the operations of the Purchaser.

Sec. 26. Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction, wood products harvesting, or hauling operations under this contract, upon receipt of written notice from the Contracting Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The Contracting Officer shall notify Purchaser, in writing, when such operations may be resumed.

Sec. 27. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to refuse control and disposition of waste materials in connection with any operations under this contract.

(b) Purchaser shall, to the satisfaction of the Authorized Officer, remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials, or other refuse resulting from Purchaser's operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(c) Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Sec. 28. Storage and Handling of Hazardous Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to storage, handling, use, and disposal of industrial chemicals, pesticides, herbicides, and other hazardous materials in connection with any operations under this contract.

(b) All petroleum products, industrial chemicals, and similar toxic or volatile materials stored by Purchaser on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

Sec. 29. Safety and Health - Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health, and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Sec. 30. Equal Opportunity - The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 31. Records and Reports - Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of wood products cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing wood products from the contract area; and (3) prices received for lumber and other wood products.

Sec. 32. Unsatisfactory Bond - Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Contracting Officer, said official may require a new bond.

Sec. 33. Assignments

(a) Purchaser may not assign this contract or any interest therein without written approval of the Contracting Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

(b) The Contracting Officer will not approve any assignment

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involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Contracting Officer of their ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 39 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Sec. 34. Contingent Fees - The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Sec. 35. Successors in Interest - Every obligation hereunder shall extend to and be binding upon the successors in interest of the parties hereto and every benefit hereunder shall inure to such successors.

Sec. 36. Exercise of Rights or Duties of the Authorized Officer - The rights or duties of the Authorized Officer may be exercised by the Contracting Officer or said official's designated representative.

Sec. 37. Officials Not to Benefit - No Member of, or Delegate to Congress, or Resident Commissioner, after said official's election or appointment, or either before or after said official has qualified and during said official's continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 38. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(e) The Purchaser shall provide certification when submitting any claim exceeding $100,000. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am duly authorized to certify the claim in behalf of the Purchaser." The certification may be executed by any person duly authorized to bind the Purchaser with respect to the claim.

(f) For Purchaser claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within sixty (60) days of the request. For Purchaser-certified claims over $100,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify the Purchaser of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

(h) If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

(i) The Government shall pay interest on the amount found due and unpaid from: (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

(j) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Sec. 39. Bond

(a) A performance bond shall be filed by Purchaser on or before the date this contract is signed by the Contracting Officer in the amount of dollars ($).

(b) If Purchaser elects to cut wood products before payment of the second installment or subsequent installments, Purchaser shall increase the amount of the required performance bond by an amount equal to the second installment and one or more additional installments as set forth in Sec. 3(b). The adjusted bond must be approved, in writing, by the Contracting Officer prior to cutting any wood products under the adjusted bond. The increased amount of bond shall be used to ensure payment for such wood products. Wood products cut pursuant to this subsection may be paid for in installments. Upon payment, the increased amount of bond may be applied to other wood products sold under this contract to permit its cutting in advance of payment.

(c) As contract provisions are completed to the satisfaction of the Contracting Officer, said official may, at their discretion, reduce the amount of the required performance bond; *Provided, however,* the performance bond may not be reduced below the amount of dollars ($) until provision under Sec. 3(b)(1)(i) or 3(b)(1)(ii) have been completed. Further, the performance bond may not be reduced below the amount of dollars ($)

Example Copy Not Valid

until the total purchase price has been paid. The performance bond shall be forfeited to the amount of damages, as determined by the Contracting Officer, if all contract provisions are not faithfully and fully performed by Purchaser. If the amount of damages exceeds the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled or, if cash or negotiable securities are furnished in lieu of a performance bond, such cash or negotiable securities shall be returned to Purchaser. In event of litigation, any determination by the Contracting Officer as to the amount of damages will be subject to review by a court of competent jurisdiction.

(d) If Purchaser elects to: (1) cut and remove wood products; (2) remove wood products already cut which have been secured by an increased performance bond as provided in Sec. 39(b), before payment of the second installment or subsequent installments, Purchaser shall obtain a payment bond in an amount equal to the second installment and one or more additional installments as determined by the Authorized Officer. The payment bond must be approved, in writing, by the Contracting Officer prior to cutting or removing any wood products under the bond. The amount of the bond shall be used to ensure payment for such wood products; *Provided, however,* that such bond shall be considered as payment under Sec. 7, for the purpose of passing title and risk of loss to wood products sold. Wood products cut pursuant to this subsection shall be paid for as provided in Sec. 3(f). Upon payment, the amount of the bond may be applied to other wood products to permit its cutting and/or removal in advance of payment. If a bond of a corporate surety is used, it shall provide that if Purchaser fails to make payment as required by Sec. 3(f), the surety will make such payment including interest as specified in Sec. 3(j), to Government within sixty (60) days after demand by Government.

Sec. 40. Time for Removal of Personal Property - Purchaser shall have the right within ( ) month(s) after expiration of time for cutting and removal to remove Purchaser's equipment, improvements, or other personal property from Government lands or rights-of-way; *Provided, however*, that any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road, shall not be removed. The Contracting Officer may, in said official's discretion, grant an extension of time, not to exceed three (3) months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Wood Products Reserved from Cutting - The following wood products on this contract area are hereby reserved from cutting and removal under the terms of this contract and are retained as the property of Government.

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

Example Copy. Not Valid.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

(Name of Firm)

(Signature)

(Address)

(Signature)

(Address)

(Signature)

(Address)

If Corporation, sign here:

(Name of Corporation)

(Signature)

(Title)

UNITED STATES OF AMERICA

By_____

(Signature)

(Title)

(Date)

Title 18 U.S.C, Section 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 representation as to any matter within its jurisdiction.

(*If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.*)

I, _____, certify that I am the _____Secretary of the corporation named as Purchaser herein; that _____,who signed the contract was then _____of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature:_____

Example Copy. Not Valid.

Illustration 9

Exhibit B Lump Sum Sale (Form 5450-3a)

(The most recent edition of this form can be found at the BLM online forms library.)

Form 5450-3a
(February 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B
LUMP SUM SALE

Contract No.

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on

SPECIES	ESTIMATED VOLUME OR QUANTITY *(Units Specified)*	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY × UNIT PRICE
TOTALS			

The apportionment of the total purchase price is as follows:

H-5420-1 – PREPARATION FOR SALE – (Public)

Illustration 10

Exhibit B Lump Sum Sale (TSIS)

(The most recent edition of this form can be found at the BLM online forms library.)

Form 5450-3a
(February 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B

5450-3

Contract No.
ORS06-TS-2012.0103
Wilkenson

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A.**

SPECIES	ESTIMATED VOLUME OR QUANTITY *(Units Specified)*	PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	3,276.0 MBF	$315.00	$1,031,940.00
TOTALS	3,276.0 MBF		$1,031,940.00

The apportionment of the total purchase price is as follows:

Unit 1 - 1 & 2						
Douglas Fir	2,308.0 MBF	X	$315.00	=	$727,020.00	
Total	2308.0 Mbf				$727,020.00	121.0 acres = $6,008.43/Acre
Unit 2 - 1 & 2 Riparian						
Douglas Fir	542.0 MBF	X	$315.00	=	$170,730.00	
Total	542.0 Mbf				$170,730.00	28.0 acres = $6,097.50/Acre
Unit 3 - 1 & 2 RW						
Douglas Fir	426.0 MBF	X	$315.00	=	$134,190.00	
Total	426.0 Mbf				$134,190.00	5.0 acres = $26,838.00/Acre

Page 1 of 1

Illustration 11

Contract for the Sale of Timber – Scale Sale (Form 5450-4)

(The most recent edition of this form can be found at the BLM Internet based Forestry Forms Library.)

Form 5450-4
(December 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CONTRACT FOR THE SALE OF TIMBER
SCALE SALE

No.

THIS CONTRACT is made and entered into the _____ day of _____, 20____, under the authority of the Act of August 28, 1937, (50 Stat. 874), as amended, (43 U.S.C. 1181a-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947, (61 Stat. 681), as amended, (30 U.S.C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management (BLM), and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called the Government, acting through the BLM, and

of

hereinafter called the Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. Timber Sold - The Government hereby sells to the Purchaser and the Purchaser hereby buys from the Government, under the terms and conditions of this contract, all timber included in *Exhibit B*, which is attached hereto and made a part hereof, except that timber reserved to the Government under Sec. 41 of this contract, within the area designated by the Government, comprising contract area as shown on map marked *Exhibit A*, which is attached hereto and made a part hereof, and situated in the County of , State of , and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISIONS

Sec. 2. Total Actual Purchase Price

(a) Purchaser agrees to pay the Government for the timber sold under this contract, in accordance with Sec. 3 and the schedule set forth in *Exhibit B* of this contract, attached hereto and made a part hereof. The prices per measurement unit are subject to readjustment in accordance with Secs. 9 or 42 of this contract. The Purchaser shall be liable for the total actual purchase price of all timber sold under this contract subject to adjustments under Secs. 6, 7, 8, 9, 19, 20, or 42 as determined in accordance with Sec. 3(h) even though all of such timber is not actually cut and removed prior to the expiration of the time for cutting and removal specified in this contract.

(b) The measurement standards, requirements, and definitions of timber to be used in determining the volume sold under this contract are set forth in *Exhibit B*.

Sec. 3. Payment

(a) Payment shall be made in installments of not less than

dollars ( )

as follows: (1) The first installment shall be paid on or before the date this contract is signed by the Contracting Officer, one-half of this first installment may be applied as payment on the total actual purchase price when (i) no less than 60 percent of the total estimated purchase price as shown on *Exhibit B* has been paid or (ii) road construction required under the contract has been completed the value of which when combined with contract payments is equal to no less than 60 percent of the total estimated purchase price as shown on *Exhibit B*, one-half of this first installment shall be held to satisfy the final payment due under this contract; (2) except as provided by subsections (d) and (e) of this section, a second installment shall be

paid prior to cutting or removal of any timber sold under this contract. Each subsequent installment shall be due and payable without notice when the value of the timber cut, measured or removed equals the sum of all payments not including the first installment or one-half of the first installment after one-half of the first installment has been released as provided in subsection (a)(1) of this section; (3) *Provided, however*, that in the case of all contracts with a nineteen (19) month or longer term, the Purchaser shall be required by the first anniversary date to either (i) pay no less than 20 percent of the total estimated purchase price shown on *Exhibit B* or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 20 percent of the total estimated purchase price shown on *Exhibit B*; (4) *Provided further*; that in the case of contracts with a twenty-seven (27) month or longer term, the Purchaser shall also be required by the second anniversary date to either (i) pay no less than 40 percent of the total estimated purchase price shown on *Exhibit B* or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 40 percent of the total estimated purchase price shown on *Exhibit B*.

(b) Notwithstanding the provisions of subsection (a)(1) of this section, 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. The first installment may be reduced to 5 percent of the installment amount specified in subsection (a) of this section, 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 restore the first installment to the value specified in subsection (a) of this section. Failure to restore the first installment 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.

(c) Notwithstanding the provisions of subsections (a)(3) and (a)(4) of this section, adjustments in the due dates for anniversary 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 to the due dates for anniversary payments will be commensurate with the extension of operating time granted in accordance with Sec.9. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment contained in subsections (a)(3) and (a)(4) of this section.

(d) If Purchaser increases the performance bond as permitted by Sec. 39(b), cutting of timber of a value not in excess of the increase in value of such bond may be permitted prior to the payment of the second installment or subsequent installments; *Provided, however*, that no timber may be skidded, yarded, or otherwise transported to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of this subsection, would otherwise be due under the provisions of Sec. 3(a).

(e) If Purchaser provides a payment bond, as permitted by Sec. 39(d), cutting and/or removal of timber of a value not in excess of the penal sum of such bond may be permitted prior to the payment of the second installment or subsequent installments. Unless a shorter period is agreed to by Purchaser and Government, Government shall bill Purchaser monthly for timber skidded, yarded, or otherwise transported to a loading point or removed from the contract area. Such billing shall include any amount due for related road maintenance fees and other charges required under this contract. Purchaser shall make payment within fifteen (15) days of the billing date shown on the billing form.

(f) For the purpose of determining (1) when payments are due or (2) the value of timber subject to any special bonding provisions, Government shall calculate the value of timber in accordance with the provisions of *Exhibit B*.

(g) All merchantable and other timber sold under this contract which is felled or wasted in high stumps, tops, chunks, long butts, logs, or broken by careless falling, bucking or logging, or allowed to deteriorate due to abnormal delay in scaling caused by the Purchaser shall be scaled as provided herein, and all merchantable and other timber sold which is not removed from or left standing on the contract area at the expiration of the time for cutting and removal shall be tree cruised or otherwise measured by the Authorized Officer. The sum of the above volumes shall constitute the remaining volume of timber on the contract area for which the Contracting Officer shall determine the value as provided in *Exhibit B* of this contract.

(h) Notwithstanding any other provision of this contract; upon expiration of Purchaser's time for cutting and removal; or, upon notification by the Purchaser of completion of logging; or, upon cancellation of the contract prior to completion of cutting or removal, the Contracting Officer shall compute the final amount due and owing by the Purchaser as follows: the Contracting Officer shall determine the total actual purchase price of the timber sold under the contract by adding the value of merchantable and other timber remaining on the contract area as determined under Sec. 3(g) and the total amount paid by the Purchaser, accounting for any adjustments under Secs. 6, 7, 8, 9, 19, 20, or 42. From the total actual purchase price shall be deducted the credit value as determined under Sec. 11 and the total amount paid. The value remaining after these deductions is the final amount due and owing by the Purchaser and shall be paid within fifteen (15) days of the date of billing. In the event the total amount paid and the credit allowed under Sec. 11 exceeds the total actual purchase price, the Purchaser shall be refunded the difference.

(i) For any payments or other charges not paid when due, interest shall accrue on the amount due at the Department of Treasury's Current Value of Funds rate published in the Federal Register, beginning thirty (30) calendar days after the billing date shown on the billing form. For every demand letter issued, an administrative charge will be assessed. If payment has not been received within ninety (90) calendar days after the billing date shown on the billing form, administrative penalties will be assessed at a rate of 6 percent per annum on any outstanding principal balance. All fees are assessed in accordance with the Debt Collection Improvement Act of 1996 (110 Stat 1321) or any amendment thereof.

(j) No timber may be cut or removed until the required payments have been made. Purchaser shall make all payments at a depository as designated by the Contracting Officer in cash, or by money order, check, credit card, or electronic transfer made payable to the Department of the Interior, Bureau of Land Management.

Sec. 4. Time for Cutting and Removal - Except as otherwise provided in this contract, Purchaser may begin cutting and removing timber sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to cut and remove such timber shall expire ( ) months after such date; *Provided, however*, extensions of time may be granted as provided in Sec. 9.

Sec. 5. Definitions

(a) *Contracting Officer* - the Bureau of Land Management official who would have authority to execute this contract and delegate authority to take action in connection with this contract.

(b) *Authorized Officer* - any employee of the Bureau of Land Management who has been delegated, by the Contracting Officer, the authority to take action in connection with this contract.

(c) *Timber* - standing trees, downed trees or logs, or portions thereof, which are capable of being measured in board feet.

(d) *Loading Point* - any landing or other area in which logs are capable of being loaded for transportation out of the contract area; *Provided, however*, that right-of-way timber which has been cut shall not be considered to be at a loading point until such time as the logs from any source are actually transported from that portion of the right-of-way.

(e) *Operating Season* - the time of year in which operations of the type allowed or required are normally conducted and not specifically restricted under this contract.

Sec. 6. Inspection of Timber and Disclaimer of Warranty

(a) Purchaser warrants that this contract is accepted and executed on the basis of its examination and inspection of the timber sold under this contract and its opinion of the value thereof.

(b) Government expressly disclaims any warranty of fitness of the timber for any purpose; all timber sold hereunder is accepted *As Is* without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the timber sold hereunder is expressly disclaimed by Government. Refund to or recovery by Purchaser for failure of title to any timber sold hereunder shall not exceed the value of such timber computed at unit prices per species or for all species included as set forth in *Exhibit B*.

Sec 7. Passage of Title and Risk of Loss - Title to timber sold under this contract shall remain in Government and shall not pass to Purchaser until such timber has been paid for, measured, and removed from the contract area. Unless cut timber is sold under this contract, risk of loss shall be borne by Purchaser after the timber is cut; *Provided, however*, that if loss results from a fire which was not caused by Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, the risk of loss shall be borne by the party holding title. If cut timber is sold under this contract, risk of loss shall be borne by the party holding title. Risk of loss to Government shall not exceed the value of such timber computed at the unit prices per species or for all species included as set forth in *Exhibit B*. Nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act. As used in this section, the term *cut timber* refers only to timber which has been felled, bucked, piled at a loading point, or otherwise severed by direct human activity prior to the date this contract was entered into.

Sec. 8. Sales of Additional Timber - If the Authorized Officer and Purchaser agree that additional timber should be removed and the Contracting Officer determines that the sale will not be detrimental to the interests of Government and is within the provisions of 43 CFR 5402.0-6, the Contracting Officer, or Authorized Officer if designated, shall grant written permission to Purchaser to cut and remove such timber. If permission is granted, Purchaser shall pay for such timber at a price determined by the Authorized Officer in accordance with BLM-prescribed procedures. Payment for such timber shall be made in accordance with Sec. 3(a) or 3(e), *except that*, if all contract payments required by Sec. 3(a) or 3(e) have been made, payment for such timber shall be made in advance as a condition of granting such permission. *The advance payment may be adjusted after the additional timber has been measured and removed.*

Sec. 9. Extension of Time and Reappraisal - If Purchaser shows that delay in cutting and removal was due to causes beyond their control and without their fault or negligence, the Contracting Officer may grant an extension of time, not to exceed one (1) year, upon written request of Purchaser. Any such extension shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. Such written request shall be filed with the Contracting Officer prior to the expiration of the time for cutting and removal expressed in Sec. 4. If an extension of time is granted, except as provided by 43 CFR 5473.4, the Authorized Officer will determine the market value of each species by using BLM-prescribed procedures for timber remaining on the contract area. The Contracting Officer may require the payment of an estimated total purchase price in advance, using the reappraised unit prices and volumes shown in the *Exhibit B*. The total actual purchase price may be adjusted after the reappraised timber has been measured and removed. No adjustment shall be made by reason of timber being enhanced in value by Purchaser, nor shall the reappraised unit prices by species be less than those prices in effect during the original time for cutting and removal or the last extension. Market fluctuations shall not be cause for consideration of contract extensions.

Sec. 10. Violations, Suspension, and Cancellation

(a) If Purchaser violates any provision of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within thirty (30) days after receipt of a suspension notice, the Contracting Officer may, by written notice, cancel the rights of the Purchaser under this contract and take appropriate action to recover all damages suffered by Government by reason of such violation, including application toward payment of such damages of any advance payments and any performance bonds or, where applicable, any payment bonds; *Provided, however,* that if the violation involves nonpayment of amounts due for timber cut and/or removed under a payment bond of a corporate surety, the Contracting Officer must, in addition to the above requirements, allow sixty (60) days after making demand upon surety for any payment due before cancelling the rights of Purchaser.

(b) If Purchaser cuts or removes any timber sold under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. For purposes of determining damages under this section, the value of the trespass timber shall be based upon the fair market value of the particular timber cut or removed at the time of trespass. Any payment made for purchase price of timber cut or removed in trespass shall be deducted to the extent of single damages or the value of timber under this contract, whichever is lesser, from amount due because of trespass.

(c) If Purchaser's operations are suspended because of Purchaser's failure to make an installment payment when due, the Contracting Officer may require Purchaser to *pay the entire remaining balance of* the total purchase price or any portion thereof as a condition of terminating the suspension.

(d) In the event timber is entirely removed or the time for cutting and removal has passed, the suspension notice otherwise required in this section need not be issued prior to the notice of cancellation.

(e) If Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government timber reserved under this contract, they shall fully cooperate, upon request of the Authorized Officer, in the investigation of such acts. If

in the opinion of the Contracting Officer, full cooperation is not received or will not be forthcoming, said official may suspend that portion of Purchaser's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Sec. 11. Credit Against Purchase Price - If the time specified for cutting and removal of timber has expired or the rights of Purchaser have been cancelled, or the Purchaser has notified the Authorized Officer that cutting and removal has been completed, Purchaser shall be entitled to a credit against the total actual purchase price for timber remaining on the contract area. The Contracting Officer shall determine the credit value of the remaining timber as soon as possible after the date of expiration, cancellation, or notification. Credit value of the remaining timber shall be total market value as established by the Contracting Officer by reappraisal or resale, or total value based upon contract unit prices shown on *Exhibit B*, whichever is less. There shall be deducted from credit value such amounts as the Contracting Officer determines adequate to cover costs to Government resulting from Purchaser's failure to perform, including but not limited to costs of appraising and administering any resale of timber, and the cost of cruising and scaling to determine volumes under Sec. 3(g).

Sec. 12. Hold Harmless and Responsibility for Damages to the Government - Purchaser agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost, or expense incurred by the Government which claim, damage, cost or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of Purchaser, Purchaser's contractors, subcontractors or employees of any of them. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 13. Timber Trespass - If in connection with operations hereunder Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government timber, other than timber sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 14. Protection of Roads, Utilities and Improvements - Existing telephone lines, transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's operations. All such roads and ditches shall be kept free of logs, slash, and debris resulting from Purchaser's operations. Damage to roads, utilities, and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

Sec. 15. Fire Prevention and Slash Disposal - Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. *However*, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer or as provided in Sec. 42.

Sec. 16. Construction, Use, and Maintenance of Roads and Facilities

(a) Subject to the written approval of and regulation by the Contracting Officer, Purchaser may: (1) construct and use any new roads and facilities not otherwise provided for in this contract, and (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 42; *Provided, however*, that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 42, and *Provided, further*, that Purchaser's responsibility under this provision shall not commence prior to the date on which Purchaser first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.

Sec. 17. Limitations of Road Use

(a) Purchaser's right under this contract to use existing Government roads described herein, or roads to be constructed, is limited to removal of timber sold and the transport of mineral materials under this contract; *Provided, however*, that this provision shall not limit any right to use Government roads or rights-of-way which have been granted to Purchaser pursuant to 43 CFR Group 2800.

(b) For the purpose of protecting roads described herein, Purchaser shall immediately discontinue use of said roads upon receipt of written notice that the Authorized Officer has determined that continued use will cause excessive damage to said roads.

Sec. 18. Acceptance of Road Construction

(a) Whenever Purchaser shall deliver to the Contracting Officer a written statement that the road construction is complete, pursuant to the contract terms, the Authorized Officer shall promptly inspect such road. If the contract road construction requirements have been completed to the satisfaction of the Contracting Officer, Purchaser will be given written notice of acceptance, and, except as provided in Sec. 12, be released from further liability or duty for construction or reconstruction of such road.

(b) Notwithstanding acceptance of any road under this section, Purchaser shall remain liable for maintenance and repair of any such road in accordance with the provisions of Sec. 16.

Sec. 19. Cost Adjustment for Physical Changes - If, prior to acceptance of a road under Sec. 18, a major physical change, caused by a single event, and not due to negligence of Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, results in additional construction work by Purchaser involving an additional estimated cost of more than: (l) $1,000 for sales under one million board feet; (2) $1.00 per thousand board feet for sale of one to three million board feet; or (3) $3,000 for sales over three million board feet, Government shall become responsible for any estimated cost which exceeds the above amounts. Government may elect to meet its share by reducing the total actual purchase price or by payment of such cost to Purchaser or by performing the Purchaser's share of the necessary work. Where the Contracting Officer determines that the damages caused by such major physical change are so great that restoration, reconstruction, or construction is not practical under the cost-sharing arrangement, the Contracting Officer may cancel the timber sale contract notwithstanding any provisions thereof. The estimated cost of additional work shall be calculated by the

Authorized Officer using BLM-prescribed appraisal procedures. Such cost shall include the cumulative estimated costs of repairing damage from slides, washouts, landslips, fire, etc., caused by said event. If necessary, plans and contract specifications shall be revised, and the contract modified, to meet the new conditions. Purchaser must obtain advance approval from the Contracting Officer for such additional work in order for Purchaser to be eligible for cost adjustment under this section. The payment for physical changes shall be made by crediting against the total actual purchase price and may be accomplished by applying the credit to future installments owed by the Purchaser.

Sec. 20. Design Change - If the Purchaser requests and the Contracting Officer agrees to a design change of a substantial nature to any road, road structure, or bridge required to be constructed or improved under the terms of this contract, or, in the absence of such a request, the Contracting Officer determines that a design change of a substantial nature is needed, the total actual purchase price shall be revised to reflect the estimated increase or decrease in cost from such design change. A design change of a substantial nature is one that would result in a cost adjustment of $2,000 or more.

Sec. 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser - If any of Purchaser's obligations remain unperformed after expiration of the time for removal of personal property, as set forth in Sec. 40, or if the rights of Purchaser under this contract have been cancelled by Government, all provisions of this contract for the benefit and protection of Government or third parties shall remain in effect until this contract is terminated in its entirety by Government.

Sec. 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees - Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the contract area. If any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories, at the same location, using surveying procedures in accordance with the *Manual of Instructions for the Survey of the Public Lands of the United States*, and shall record such survey in appropriate county records. The Authorized Officer may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

Sec. 23. Protection of Cultural Resources - If in connection with operations under this contract the Purchaser, Purchaser's contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any object or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.

Sec. 24. Purchaser's Representative - At all times when operations are in progress under this contract, Purchaser shall have an authorized representative, whom shall be designated in writing by Purchaser, readily available on the contract area who shall be available to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Sec. 25. Simultaneous Use of Contract Area by Others - The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Contracting Officer first determines that such use of the contract area will not seriously interfere with the operations of the Purchaser.

Sec. 26. Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction, timber harvesting, or hauling operations under this contract, upon receipt of written notice from the Contracting Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The Contracting Officer shall notify Purchaser, in writing, when such operations may be resumed.

Sec. 27. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to refuse control and disposition of waste materials in connection with any operations under this contract.

(b) Purchaser shall, to the satisfaction of the Authorized Officer, remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials, or other refuse resulting from Purchaser's operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(c) Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Sec. 28. Storage and Handling of Hazardous Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to storage, handling, use, and disposal of industrial chemicals, pesticides, herbicides, and other hazardous materials in connection with any operations under this contract.

(b) All petroleum products, industrial chemicals, and similar toxic or volatile materials stored by Purchaser on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

Sec. 29. Safety and Health - Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health, and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Sec. 30. Equal Opportunity - The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 31. Records and Reports - Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of timber cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing timber from the contract area; and (3) prices received for lumber and other wood products.

Sec. 32. Unsatisfactory Bond - Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Contracting Officer, said official may require a new bond.

Sec. 33. Assignments

(a) Purchaser may not assign this contract or any interest therein without written approval of the Contracting Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

(b) The Contracting Officer will not approve any assignment involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Contracting Officer of their ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 39 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Sec. 34. Contingent Fees - The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Sec. 35. Successors in Interest - Every obligation hereunder shall extend to and be binding upon the successors in interest of the parties hereto and every benefit hereunder shall inure to such successors.

Sec. 36. Exercise of Rights or Duties of the Authorized Officer - The rights or duties of the Authorized Officer may be exercised by the Contracting Officer or said official's designated representative.

Sec. 37. Officials Not to Benefit - No Member of, or Delegate to Congress, or Resident Commissioner, after said official's election or appointment, or either before or after said official has qualified and during said official's continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 20.735-24 shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 38. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(e) The Purchaser shall provide certification when submitting any claim exceeding $100,000. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am duly authorized to certify the claim in behalf of the Purchaser." The certification may be executed by any person duly authorized to bind the Purchaser with respect to the claim.

(f) For Purchaser claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within sixty (60) days of the request. For Purchaser-certified claims over $100,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify the Purchaser of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

(h) If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

(i) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

(j) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim,

appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Sec. 39. Bond

(a) A performance bond shall be filed by Purchaser on or before the date this contract is signed by the Contracting Officer in the amount of

dollars ( ).

(b) If Purchaser elects to cut timber before payment of the second installment or subsequent installments, Purchaser shall increase the amount of the required performance bond by an amount equal to one or more installment payments as set forth in Sec. 3(a). The adjusted bond must be approved, in writing, by the Contracting Officer prior to cutting any timber under the adjusted bond. The increased amount of bond shall be used to ensure payment for such timber. Timber cut pursuant to this subsection may be paid for in installments. Upon payment, the increased amount of bond may be applied to other timber sold under this contract to permit its cutting in advance of payment.

(c) As contract provisions are completed to the satisfaction of the Contracting Officer, said official may, at their discretion, reduce the amount of the required performance bond; *Provided, however*, the performance bond may not be reduced below the amount of

dollars ( ) until provision under Sec. 3(b)(1)(i) or 3(b)(1)(ii) have been completed. Further, the performance bond may not be reduced below the amount of

dollars ( ) until the total actual purchase price has been paid. The performance bond shall be forfeited to the amount of damages, as determined by the Contracting Officer, if all contract provisions are not faithfully and fully performed by Purchaser. If the amount of damages exceeds the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled or, if cash or negotiable securities are furnished in lieu of a performance bond, such cash or negotiable securities shall be returned to Purchaser. In event of litigation, any determination by the Contracting Officer as to the amount of damages will be subject to review by a court of competent jurisdiction.

(d) If Purchaser elects to: (1) cut and remove timber; (2) remove timber already cut which has been secured by an increased performance bond as provided in Sec. 39(b), before payment of the second installment or subsequent installments, Purchaser shall obtain a payment bond in an amount equal to the second installment and one or more additional installments as determined by the Authorized Officer. The payment bond must be approved, in writing, by the Contracting Officer prior to cutting or removing any timber under the bond. The amount of the bond shall be used to ensure payment for such timber, *Provided, however*, that such bond shall be considered as payment under Sec. 7, for the purpose of passing title and risk of loss to timber sold. Timber cut pursuant to this subsection shall be paid for as provided in Sec. 3(e). Upon payment, the amount of the bond may be applied to other timber to permit its cutting and/or removal in advance of payment. If a bond of a corporate surety is used, it shall provide that if Purchaser fails to make payment as required by Sec. 3(e), the surety will make such payment including interest as specified in Sec. 3(i), to Government within sixty (60) days after demand by Government.

Sec. 40. Time for Removal of Personal Property - Purchaser shall have the right within ( ) month(s) after expiration of time for cutting and removal to remove Purchaser's equipment, improvements, or other personal property from Government lands or rights-of-way; *Provided, however*, that any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road, shall not be removed. The Contracting Officer may, in said official's discretion, grant an extension of time, not to exceed three (3) months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government:

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

_____
(Name of Firm)

_____
(Signature)

_____
(Address)

_____
(Signature)

_____
(Address)

_____
(Signature)

_____
(Address)

If Corporation, sign here:

_____
(Name of Corporation)

_____
(Signature)

_____
(Title)

UNITED STATES OF AMERICA

By_____
(Signature)

_____
(Title)

_____
(Date)

Title 18 U.S.C. Section 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 representation as to any matter within its jurisdiction.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

(Form 5450-4, page 8)

Illustration 12

Contract for the Sale of Timber and Other Wood Products – Scale Sale

Form 5450-26
(December 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

No.

CONTRACT FOR THE SALE OF TIMBER AND OTHER WOOD PRODUCTS
SCALE SALE

THIS CONTRACT is made and entered into the_____day of _____, 20____, under the authority of the Act of August 28, 1937, (50 Stat. 874), as amended, (43 U.S.C. 118la-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947, (61 Stat. 681), as amended, (30 U.S.C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management (BLM), and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called the Government, acting through the BLM, and

of

hereinafter called the Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. Wood Products Sold - The Government hereby sells to the Purchaser and the Purchaser hereby buys from the Government, under the terms and conditions of this contract, all wood products included in *Exhibit B*, which is attached hereto and made a part hereof, except those wood products reserved to the Government under Sec. 41 of this contract, within the area designated by the Government, comprising contract area as shown on map marked *Exhibit A*, which is attached hereto and made a part hereof, and situated in the County of , State of , and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISION(S)

Sec. 2. Total Actual Purchase Price

(a) Purchaser agrees to pay the Government for the wood products sold under this contract, in accordance with Sec. 3 and the schedule set forth in *Exhibit B* of this contract, attached hereto and made a part hereof. The prices per measurement unit are subject to readjustment in accordance with Secs. 9 or 42 of this contract. The Purchaser shall be liable for the total actual purchase price of all wood products sold under this contract subject to adjustments under Secs. 6, 7, 8, 9, 19, 20, or 42 as determined in accordance with Sec. 3(h) even though all of such wood products are not actually cut and removed prior to the expiration of the time for cutting and removal specified in this contract.

(b) The measurement standards, requirements, and definitions of wood products to be used in determining the volume sold under this contract are set forth in *Exhibit B*.

Sec. 3. Payment

(a) Payment shall be made in installments of not less than dollars ($) as follows: (1) The first installment shall be paid on or before the date this contract is signed by the Contracting Officer, one-half of this first installment may be applied as payment on the total actual purchase price when (i) no less than 60 percent of the total estimated purchase price as shown on *Exhibit B* has been paid or (ii) road construction required under the contract has

Example copy - Not Valid

been completed the value of which when combined with contract payments is equal to no less than 60 percent of the total estimated purchase price as shown on *Exhibit B*, one-half of this first installment shall be held to satisfy the final payment due under this contract; (2) except as provided by subsections (d) and (e) of this section, a second installment shall be paid prior to cutting or removal of any wood products sold under this contract. Each subsequent installment shall be due and payable without notice when the value of the wood products cut, measured or removed equals the sum of all payments not including the first installment or one-half of the first installment after one half of the first installment has been released as provided in subsection (a)(1) of this section; (3) *Provided, however*, that in the case of all contracts with a nineteen (19) month or longer term, the Purchaser shall be required by the first anniversary date to either (i) pay no less than 20 percent of the total estimated purchase price shown on *Exhibit B* or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 20 percent of the total estimated purchase price shown on *Exhibit B*; (4) *Provided further;* that in the case of contracts with a twenty-seven (27) month or longer term, the Purchaser shall also be required by the second anniversary date to either (i) pay no less than 40 percent of the total estimated purchase price shown on *Exhibit B* or (ii) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 40 percent of the total estimated purchase price shown on *Exhibit B*.

(b) Notwithstanding the provisions of subsection (a)(1) of this section, 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. The first installment may be reduced to 5 percent of the installment amount specified in subsection (a) of this section, 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 restore the first installment to the value specified in subsection (a) of this section. Failure to restore the first installment within the allotted time will be considered a material breach of contract. No wood products shall be cut or removed from the contract area until the first installment is restored.

(c) Notwithstanding the provisions of subsections (a)(3) and (a)(4) of this section, adjustments in the due dates for anniversary 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 to the due dates for anniversary payments will be commensurate with the extension of operating time granted in accordance with Sec. 9. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment contained in subsections (a)(3) and (a)(4) of this section.

(d) If Purchaser increases the performance bond as permitted by Sec. 39(b), cutting of wood products of a value not in excess of the increase in value of such bond may be permitted prior to the payment of the second installment or subsequent installments; *Provided, however*, that no wood products may be skidded, yarded, or otherwise transported to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of this subsection, would otherwise be due under the provisions of Sec. 3(a).

(e) If Purchaser provides a payment bond, as permitted by Sec. 39(d), cutting and/or removal of wood products of a value not in excess of the penal sum of such bond may be permitted prior to the payment of the second installment or subsequent installments. Unless a shorter period is agreed to by Purchaser and Government, Government shall bill Purchaser monthly for wood products skidded, yarded, or otherwise transported to a loading point or removed from the contract area. Such billing shall include any amount due for related road maintenance fees and other charges required under this contract. Purchaser shall make payment within fifteen (15) days of the billing date shown on the billing form.

(f) For the purpose of determining (1) when payments are due or (2) the value of wood products subject to any special bonding provisions, Government shall calculate the value of wood products in accordance with the provisions of *Exhibit B*.

(g) All merchantable and other wood products sold under this contract which is felled or wasted in high stumps, tops, chunks, long butts, logs, or broken by careless falling, bucking or logging, or allowed to deteriorate due to abnormal delay in scaling caused by the Purchaser shall be scaled as provided herein, and all merchantable and other wood products sold which is not removed from or left standing on the contract area at the expiration of the time for cutting and removal shall be tree cruised or otherwise measured by the Authorized Officer. The sum of the above volumes shall constitute the remaining volume of wood products on the contract area for which the Contracting Officer shall determine the value as provided in *Exhibit B* of this contract.

(h) Notwithstanding any other provision of this contract; upon expiration of Purchaser's time for cutting and removal; or, upon notification by the Purchaser of completion of logging; or, upon cancellation of the contract prior to completion of cutting or removal, the Contracting Officer shall compute the final amount due and owing by the Purchaser as follows: the Contracting Officer shall determine the total actual purchase price of the wood products sold under the contract by adding the value of merchantable and other wood products remaining on the contract area as determined under Sec. 3(g) and the total amount paid by the Purchaser, accounting for any adjustments under Secs. 6, 7, 8, 9, 19, 20, or 42. From the total actual purchase price shall be deducted the credit value as determined under Sec. 11 and the total amount paid. The value remaining after these deductions is the final amount due and owing by the Purchaser and shall be paid within fifteen (15) days of the date of billing. In the event the total amount paid and the credit allowed under Sec. 11 exceeds the total actual purchase price, the Purchaser shall be refunded the difference.

(i) For any payments or other charges not paid when due, interest shall accrue on the amount due at the Department of Treasury's Current Value of Funds rate published in the Federal Register, beginning thirty (30) calendar days after the billing date shown on the billing form. For every demand letter issued, an administrative charge will be assessed. If payment has not been received within ninety (90) calendar days after the billing date shown on the billing form, administrative penalties will be assessed at a rate of 6 percent per annum on any outstanding principal balance. All fees are assessed in accordance with the Debt Collection Improvement Act of 1996 (110 Stat 1321) or any amendment thereof.

(j) No wood products may be cut or removed until the required payments have been made. Purchaser shall make all payments at a depository as designated by the Contracting Officer in cash, or by money order, check, credit card, or electronic transfer made payable to the Department of the Interior, Bureau of Land Management.

Sec. 4. Time for Cutting and Removal - Except as otherwise provided in this contract, Purchaser may begin cutting and removing wood products sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to cut and remove such wood products shall expire ( ) months after such date; *Provided, however,* extensions of time may be granted as provided in Sec. 9.

Sec. 5. Definitions

(a) *Contracting Officer* - the Bureau of Land Management official who would have authority to execute this contract and delegate authority to take action in connection with this contract.

(b) *Authorized Officer* - any employee of the Bureau of Land Management who has been delegated, by the Contracting Officer, the authority to take action in connection with this contract.

(c) *Timber* – standing trees, downed treess or logs, or portions thereof, which are capable of being measured in board feet.

(d) *Wood Products* – includes timber and other woody material not normally measured in board feet.

(e) *Loading Point* - any landing or other area in which wood products are capable of being loaded for transportation out of the contract area; *Provided, however,* that right-of-way wood products which have been cut shall not be considered to be at a loading point until such time as the wood products from any source are actually transported from that portion of the right-of-way.

(f) *Operating Season* - the time of year in which operations of the type allowed or required are normally conducted and not specifically restricted under this contract.

Sec. 6. Inspection of Wood Products and Disclaimer of Warranty

(a) Purchaser warrants that this contract is accepted and executed on the basis of its examination and inspection of the wood products sold under this contract and its opinion of the value thereof.

(b) Government expressly disclaims any warranty of fitness of the wood products for any purpose; all wood products sold hereunder are accepted *As Is* without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the wood products sold hereunder is expressly disclaimed by Government. Refund to or recovery by Purchaser for failure of title to any wood products sold hereunder shall not exceed the value of such wood products computed at unit prices per species or for all species included as set forth in *Exhibit B*.

Sec 7. Passage of Title and Risk of Loss - Title to wood products sold under this contract shall remain in Government and shall not pass to Purchaser until such wood products have been paid for, measured, and removed from the contract area. Unless cut wood products are sold under this contract, risk of loss shall be borne by Purchaser after the wood products are cut; *Provided, however,* that if loss results from a fire which was not caused by Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, the risk of loss shall be borne by the party holding title. If cut wood products are sold under this contract, risk of loss shall be borne by the party holding title. Risk of loss to Government shall not exceed the value of such wood products computed at the unit prices per species or for all species included as set forth in *Exhibit* B. Nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act. As used in this section, the term *cut wood products* refers only to wood products which have been felled, bucked, piled at a loading point, or otherwise severed by direct human activity prior to the date this contract was entered into.

Sec. 8. Sales of Additional Wood Products - If the Authorized Officer and Purchaser agree that additional wood products should be removed and the Contracting Officer determines that the sale will not be detrimental to the interests of Government and is within the provisions of 43 CFR 5402.0-6, the Contracting Officer, or Authorized Officer if designated, shall grant written permission to Purchaser to cut and remove such wood products. If permission is granted, Purchaser shall pay for such wood products at a price determined by the Authorized Officer in accordance with BLM-prescribed procedures. Payment for such wood products shall be made in accordance with Sec. 3(a) or 3(e), *except that*, if all contract payments required by Sec. 3(a) or 3(e) have been made, payment for such wood products shall be made in advance as a condition of granting such permission. *The advance payment may be adjusted after the additional wood products has been measured and removed.*

Sec. 9. Extension of Time and Reappraisal - If Purchaser shows that delay in cutting and removal was due to causes beyond their control and without their fault or negligence, the Contracting Officer may grant an extension of time, not to exceed one (1) year, upon written request of Purchaser. Any such extension shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. Such written request shall be filed with the Contracting Officer prior to the expiration of the time for cutting and removal expressed in Sec. 4. If an extension of time is granted, except as provided by 43 CFR 5473.4, the Authorized Officer will determine the *market value of each species by using BLM prescribed procedures* for wood products remaining on the contract area. The Contracting Officer may require the payment of an estimated total purchase price in advance, using the reappraised unit prices and volumes shown in the *Exhibit B*. The total actual purchase price may be adjusted after the reappraised wood products have been measured and removed. No adjustment shall be made by reason of wood products being enhanced in value by Purchaser, nor shall the reappraised unit prices by species be less than those prices in effect during the original time for cutting and removal or the last extension. Market fluctuations shall not be cause for consideration of contract extensions.

Sec. 10. Violations, Suspension, and Cancellation

(a) If Purchaser violates any provision of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within thirty (30) days after receipt of a suspension notice, the Contracting Officer may, by written notice, cancel the rights of the Purchaser under this contract and take appropriate action to recover all damages suffered by Government by reason of such violation, including application toward payment of such damages of any advance payments and any performance bonds or, where applicable, any payment bonds; *Provided, however*, that if the violation involves nonpayment of amounts due for wood products cut and/or removed under a payment bond of a corporate surety, the

Contracting Officer must, in addition to the above requirements, allow sixty (60) days after making demand upon surety for any payment due before cancelling the rights of Purchaser.

(b) If Purchaser cuts or removes any wood products sold under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. For purposes of determining damages under this section, the value of the trespass wood products shall be based upon the fair market value of the particular wood products cut or removed at the time of trespass. Any payment made for purchase price of wood products cut or removed in trespass shall be deducted to the extent of single damages or the value of wood products under this contract, whichever is lesser, from amount due because of trespass.

(c) If Purchaser's operations are suspended because of Purchaser's failure to make an installment payment when due, the Contracting Officer may require Purchaser to *pay the entire remaining balance of* the total purchase price or any portion thereof as a condition of terminating the suspension.

(d) In the event wood products are entirely removed or the time for cutting and removal has passed, the suspension notice otherwise required in this section need not be issued prior to the notice of cancellation.

(e) If Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government wood products reserved under this contract, they shall fully cooperate, upon request of the Authorized Officer, in the investigation of such acts. If in the opinion of the Contracting Officer, full cooperation is not received or will not be forthcoming, said official may suspend that portion of Purchaser's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Sec. 11. Credit Against Purchase Price - If the time specified for cutting and removal of wood products has expired or the rights of Purchaser have been cancelled, or the Purchaser has notified the Authorized Officer that cutting and removal has been completed, Purchaser shall be entitled to a credit against the total actual purchase price for wood products remaining on the contract area. The Contracting Officer shall determine the credit value of the remaining wood products as soon as possible after the date of expiration, cancellation, or notification. Credit value of the remaining wood products shall be total market value as established by the Contracting Officer by reappraisal or resale, or total value based upon contract unit prices shown on *Exhibit B*, whichever is less. There shall be deducted from credit value such amounts as the Contracting Officer determines adequate to cover costs to Government resulting from Purchaser's failure to perform, including but not limited to costs of appraising and administering any resale of wood products, and the cost of cruising and scaling to determine volumes under Sec. 3(g).

Sec. 12. Hold Harmless and Responsibility for Damages to the Government - Purchaser agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost, or expense incurred by the Government which claim, damage, cost or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of Purchaser, Purchaser's contractors, subcontractors or employees of any of them. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 13. Wood Products Trespass - If in connection with operations hereunder Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government wood products, other than wood products sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefore by the Contracting Officer.

Sec. 14. Protection of Roads, Utilities and Improvements - Existing telephone lines, transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's operations. All such roads and ditches shall be kept free of logs, slash, and debris resulting from Purchaser's operations. Damage to roads, utilities, and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

Sec. 15. Fire Prevention and Slash Disposal - Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. *However*, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer or as provided in Sec. 42.

Sec. 16. Construction, Use, and Maintenance of Roads and Facilities

(a) Subject to the written approval of and regulation by the Contracting Officer, Purchaser may: (1) construct and use any new roads and facilities not otherwise provided for in this contract, and (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 42; *Provided, however,* that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 42, and *Provided, further,* that Purchaser's responsibility under this provision shall not commence prior to the date on which Purchaser first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.

Sec. 17. Limitations of Road Use

(a) Purchaser's right under this contract to use existing Government roads described herein, or roads to be constructed, is limited to removal of wood products sold and the transport of mineral materials under this contract; *Provided, however,* that this provision shall not limit any right to use Government roads or rights-of-way which have been granted to Purchaser pursuant to 43 CFR Group 2800.

(b) For the purpose of protecting roads described herein, Purchaser shall immediately discontinue use of said roads upon receipt of

written notice that the Authorized Officer has determined that continued use will cause excessive damage to said roads.

Sec. 18. Acceptance of Road Construction

(a) Whenever Purchaser shall deliver to the Contracting Officer a written statement that the road construction is complete, pursuant to the contract terms, the Authorized Officer shall promptly inspect such road. If the contract road construction requirements have been completed to the satisfaction of the Contracting Officer, Purchaser will be given written notice of acceptance, and, except as provided in Sec. 12, be released from further liability or duty for construction or reconstruction of such road.

(b) Notwithstanding acceptance of any road under this section, Purchaser shall remain liable for maintenance and repair of any such road in accordance with the provisions of Sec. 16.

Sec. 19. Cost Adjustment for Physical Changes - If, prior to acceptance of a road under Sec. 18, a major physical change, caused by a single event, and not due to negligence of Purchaser, Purchaser's contractors, subcontractors, or the employees of any of them, results in additional construction work by Purchaser involving an additional estimated cost of more than: (1) $1,000 for sales under one million board feet; (2) $1.00 per thousand board feet for sale of one to three million board feet; or (3) $3,000 for sales over three million board feet, Government shall become responsible for any estimated cost which exceeds the above amounts. Government may elect to meet its share by reducing the total actual purchase price or by payment of such cost to Purchaser or by performing the Purchaser's share of the necessary work. Where the Contracting Officer determines that the damages caused by such major physical change are so great that restoration, reconstruction, or construction is not practical under the cost-sharing arrangement, the Contracting Officer may cancel the wood products sale contract notwithstanding any provisions thereof. The estimated cost of additional work shall be calculated by the Authorized Officer using BLM prescribed appraisal procedures. Such cost shall include the cumulative estimated costs of repairing damage from slides, washouts, landslips, fire, etc., caused by said event. If necessary, plans and contract specifications shall be revised, and the contract modified, to meet the new conditions. Purchaser must obtain advance approval from the Contracting Officer for such additional work in order for Purchaser to be eligible for cost adjustment under this section. The payment for physical changes shall be made by crediting against the total actual purchase price and may be accomplished by applying the credit to future installments owed by the Purchaser.

Sec. 20. Design Change - If the Purchaser requests and the Contracting Officer agrees to a design change of a substantial nature to any road, road structure, or bridge required to be constructed or improved under the terms of this contract, or, in the absence of such a request, the Contracting Officer determines that a design change of a substantial nature is needed, the total actual purchase price shall be revised to reflect the estimated increase or decrease in cost from such design change. A design change of a substantial nature is one that would result in a cost adjustment of $2,000 or more.

Sec. 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser - If any of Purchaser's obligations remain unperformed after expiration of the time for removal of personal property, as set forth in Sec. 40, or if the rights of Purchaser under this contract have been cancelled by Government, all provisions of this contract for the benefit and protection of Government or third parties shall remain in effect until this contract is terminated in its entirety by Government.

Sec. 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees - Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the contract area. If any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories, at the same location, using surveying procedures in accordance with the *Manual of Instructions for the Survey of the Public Lands of the United States*, and shall record such survey in appropriate county records. The Authorized Officer may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

Sec. 23. Protection of Cultural Resources - If in connection with operations under this contract the Purchaser, Purchaser's contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any object or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.

Sec. 24. Purchaser's Representative - At all times when operations are in progress under this contract, Purchaser shall have an authorized representative, whom shall be designated in writing by Purchaser, readily available on the contract area who shall be authorized to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Sec. 25. Simultaneous Use of Contract Area by Others - The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Contracting Officer first determines that such use of the contract area will not seriously interfere with the operations of the Purchaser.

Sec. 26. Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction,

wood products harvesting, or hauling operations under this contract, upon receipt of written notice from the Contracting Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The Contracting Officer shall notify Purchaser, in writing, when such operations may be resumed.

Sec. 27. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to refuse control and disposition of waste materials in connection with any operations under this contract.

(b) Purchaser shall, to the satisfaction of the Authorized Officer, remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials, or other refuse resulting from Purchaser's operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(c) Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Sec. 28. Storage and Handling of Hazardous Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to storage, handling, use, and disposal of industrial chemicals, pesticides, herbicides, and other hazardous materials in connection with any operations under this contract.

(b) All petroleum products, industrial chemicals, and similar toxic or volatile materials stored by Purchaser on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

Sec. 29. Safety and Health - Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health, and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Sec. 30. Equal Opportunity - The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 31. Records and Reports - Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of wood products cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing wood products from the contract area; and (3) prices received for lumber and other wood products.

Sec. 32. Unsatisfactory Bond - Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Contracting Officer, said official may require a new bond.

Sec. 33. Assignments

(a) Purchaser may not assign this contract or any interest therein without written approval of the Contracting Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

(b) The Contracting Officer will not approve any assignment involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Contracting Officer of their ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 39 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Sec. 34. Contingent Fees - The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Sec. 35. Successors in Interest - Every obligation hereunder shall extend to and be binding upon the successors in interest of the parties hereto and every benefit hereunder shall inure to such successors.

Sec. 36. Exercise of Rights or Duties of the Authorized Officer - The rights or duties of the Authorized Officer may be exercised by the Contracting Officer or said official's designated representative.

Sec. 37. Officials Not to Benefit - No Member of, or Delegate to Congress, or Resident Commissioner, after said official's election or appointment, or either before or after said official has qualified and during said official's continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 38. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or

relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(e) The Purchaser shall provide certification when submitting any claim exceeding $100,000. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am duly authorized to certify the claim in behalf of the Purchaser." The certification may be executed by any person duly authorized to bind the Purchaser with respect to the claim.

(f) For Purchaser claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within sixty (60) days of the request. For Purchaser-certified claims over $100,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify the Purchaser of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

(h) If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

(i) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

(j) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Sec. 39. Bond

(a) A performance bond shall be filed by Purchaser on or before the date this contract is signed by the Contracting Officer in the amount of dollars ($).

(b) If Purchaser elects to cut wood products before payment of the second installment or subsequent installments, Purchaser shall increase the amount of the required performance bond by an amount equal to one or more installment payments as set forth in Sec. 3(a). The adjusted bond must be approved, in writing, by the Contracting Officer prior to cutting any wood products under the adjusted bond. The increased amount of bond shall be used to ensure payment for such wood products. Wood products cut pursuant to this subsection may be paid for in installments. Upon payment, the increased amount of bond may be applied to other wood products sold under this contract to permit its cutting in advance of payment.

(c) As contract provisions are completed to the satisfaction of the Contracting Officer, said official may, at their discretion, reduce the amount of the required performance bond; *Provided, however,* the performance bond may not be reduced below the amount of dollars ($) until provision under Sec. 3(b)(1)(i) or 3(b)(1)(ii) have been completed. Further, the performance bond may not be reduced below the amount of dollars ($) until the total actual purchase price has been paid. The performance bond shall be forfeited to the amount of damages, as determined by the Contracting Officer, if all contract provisions are not faithfully and fully performed by Purchaser. If the amount of damages exceeds the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled or, if cash or negotiable securities are furnished in lieu of a performance bond, such cash or negotiable securities shall be returned to Purchaser. In event of litigation, any determination by the Contracting Officer as to the amount of damages will be subject to review by a court of competent jurisdiction.

(d) If Purchaser elects to: (1) cut and remove wood products; (2) remove wood products already cut which has been secured by an increased performance bond as provided in Sec. 39(b), before payment of the second installment or subsequent installments, Purchaser shall obtain a payment bond in an amount equal to the second installment and one or more additional installments as determined by the Authorized Officer. The payment bond must be approved, in writing, by the Contracting Officer prior to cutting or removing any wood products under the bond. The amount of the bond shall be used to ensure payment for such wood products, *Provided, however,* that such bond shall be considered as payment under Sec. 7, for the purpose of passing title and risk of loss to wood products sold. Wood products cut pursuant to this subsection shall be paid for as provided in Sec. 3(e). Upon payment, the amount of the bond may be applied to other wood products to permit its cutting and/or removal in advance of payment. If a bond of a corporate surety is used, it shall provide that if Purchaser fails to make payment as required by Sec. 3(e), the surety will make such payment including interest as specified in Sec. 3(i), to Government within sixty (60) days after demand by Government.

Sec. 40. Time for Removal of Personal Property - Purchaser shall have the right within ( ) month(s) after expiration of time for cutting and removal to remove Purchaser's equipment, improvements, or other personal property from Government lands or rights-of-way; *Provided, however*, that any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road, shall not be removed. The Contracting Officer may, in said official's discretion, grant an extension of time, not to exceed three (3) months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at

the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Wood Products Reserved from Cutting - The following wood products on this contract area are hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government:

Example Copy - Not Valid

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

(Name of Firm)

(Signature)

(Address)

(Signature)

(Address)

(Signature)

(Address)

If Corporation, sign here:

(Name of Corporation)

(Signature)

(Title)

UNITED STATES OF AMERICA

By (Signature)

(Title)

(Date)

Title 18 U.S.C, Section 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 representation as to any matter within its jurisdiction.

Example Copy - Not Valid

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation)

I, _____, certify that I am the _____Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

Example Copy. Not Valid

Illustration 13

Purchase Price Schedule and Measurement Specifications – Scale Sale

Form 5450-6
(July 1990)
(formerly 5430-5)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS – SCALE SALE
EXHIBIT B

Contract No.

Issuing Office

I. *Purchase Price* – The Purchaser agrees to pay the Government for the timber sold under this contract in accordance with the following schedule. The prices per measurement unit are subject to readjustment. See Sec. 9 of this contract.

SPECIES	UNITS	PRICE PER MEASUREMENT UNIT
MERCHANTABLE TIMBER		
OTHER TIMBER		

II. *Merchantable Timber* – All timber which can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of this contract at the unit prices shown in I. (above).

SPECIES AND PRODUCTS	MINIMUM LOG SPECIFICATIONS			
	LENGTH	DIAMETER	NET SCALE	
			PERCENT OF GROSS	SCRIBNER DECIMAL C

If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 40 of this contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract.

III. *Scaling* - All logs shall be scaled, graded and volumes determined by a certified Bureau of Land Management scaler as specified below and according to specific rules in Bureau of Land Management (BLM) Manual Supplement 5320-23. If percent (sample) log scale is agreeable to Purchaser and Authorized Officer, the procedures will be agreed in writing regarding sample design and number of log sorts.

A. *Log Rule* - All logs shall be scaled using the total taper methods. Volumes shall be derived from local taper tables based on Scribner Decimal C log rule or from computer output using a Scribner log rule approximation formula.

B. *Scaling Service*

1) Purchaser agrees to notify authorized officer in advance of need for scaling service. Notice shall be not less than:

a) ( ) days before initial need for scaling service;

b) ( ) days before a shutdown of thirty (30) days or more; and

c) ( ) hours before intermittent operations during logging season.

d) ( ) hours before cutting of additional timber as provided in Section 8 of this contract:

2) Government will furnish scaling service eight (8) hours per day each day except Saturdays, Sundays, and Government holidays. However, in the event ( ) loads of logs or less are presented on the average per day over any one week period, the Purchaser agrees to pay all wages for those days. In addition beyond eight (8) hours per day, as above, Purchaser agrees to pay for any additional scaling service at the rate of overtime pay as specified in the United States General Accounting Office Salary Table in effect at time service is performed.

3) All logs will be painted and branded at the landing and accounted for in accordance with H (below). All logs will be scaled at a BLM scaling platform located along the primary access route location or at a location for yard scaling to be determined by the Authorized Officer. Any removal of logs before being accounted for and scaled as required by this contract shall be considered a willful trespass and render purchaser liable for damages under applicable law. Any payment made for purchase price of such logs shall be deducted from amount due because of trespass.

4) Net log scale for each truck load shall be furnished Purchaser.

C. ***Measurement*** - Government Scaler will be guided by the following rules in measuring merchantable timber sold under this contract.

1) ***Diameter*** - All diameters shall be measured inside bark and averaged to nearest inch. Logs 20 feet or less in length, only the small end diameter is recorded. Logs over 20 feet in length, diameters of both ends are recorded to determine total taper. Use standard butt log taper guides in common usage by Bureau of Land Management in recording butt end diameter.

2) ***Length*** - Maximum segment length used in BLM scaling standards is 20 feet. Logs over 20 feet shall be divided into 2 or more segments. Logs 21 feet through 40 feet shall be scaled as two logs. Logs 41 feet through 60 feet shall be scaled as three segments, etc.

3) ***Trim*** - For all species, trim allowance shall not exceed 12 inches for logs 40 feet or less in length. Logs over 40 feet in length, an additional 2 inches of trim shall be allowed for each additional 10 feet in length or fraction thereof. No minimum trim allowance is specified. Logs exceeding allowable trim shall be scaled to the next one-foot measure in length.

4) ***Deductions for Defects*** - Standard BLM deduction guidelines will be used.

a) Diameter deductions shall be made for defects such as check, pitch seam, pitch rings, sap rot, rough cut, lightning scar, and weather checks.

b) Length deductions shall be made for defects such as shake, rot, conk, sweep, crook, break, spangle, massed pitch, crotch, knot clusters, and stump shot.

c) Diameter or length deductions shall be made for waste defects such as cat face, rotten knots, slab, and burls.

5) Determination as to volume of timber made by Government Scaler in conformance with standards as set forth herein shall be final, subject to dispute as provided in Sec. 37 of this contract.

D. ***Other timber*** - All timber which does not meet the minimum log specifications shown in II (above), but which is more than ( ) inches in diameter at the large end and longer than ( ) feet in length, shall be considered as other timber sold under the terms of this contract. Purchaser shall pay for same at the unit prices shown in I (above), in accordance with Sec. 3 of this contract. If such timber is of a species or size not listed in II (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord in the Standard Bureau of Land Management methods.

E. ***Defect Caused by Abnormal Delay*** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by purchaser shall be recorded separately and charged to the purchaser in accordance with Section 3.

F. Purchaser shall present products so that they may be scaled in an economical and safe manner.

G. ***Check Scale*** - The Government will check scale all scalers. When such checks show a variance in scale in excess of acceptable standards as set forth in BLM Manual Supplement 5320 in two or more consecutive check scales an adjustment to volume reported scaled may be made by BLM. Such adjustment will be made based on the average difference between available check scales and the original BLM scale during the period covered by the unsatisfactory check scales for the scaler in question. The adjustment will be applied to timber sale account to correct changes for timber scaled during the period of unsatisfactory check scales. If yard scaling is acceptable, the Purchaser will leave the last 3 loads scaled at any one time on the ground for up to 24 hours for check scaling.

H. ***Accountability*** - When scaling is performed away from sale areas as approved by Authorized Officer, products shall be accounted for as follows, unless otherwise agreed in writing: purchaser shall plainly mark or otherwise identify products prior to hauling. The truck driver shall obtain a removal receipt furnished by BLM. Purchaser shall assign a competent individual at the landing to issue receipts for products removed from sale area. A duplicate copy or stub of such receipt shall be retained by purchaser and delivered to BLM at periodic intervals. When products are in transit, the truck driver shall display the removal receipt on the front wing log of the load as evidence of his authority to remove products. The original removal receipt shall be surrendered at point of scaling, the unloading point or as requested by BLM. Products shall not be placed in storage for deferred scaling unless approved in writing by the Authorized Officer.

I. ***Scaling Lost Products*** - The volume of lost products shall be determined by the best method currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution for entire truckloads shall be assumed to be the same as for volume scaled during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species scaled during the report period.

IV. *Estimated Volumes and Values.*

A. When payments are made under Sec. 3, the following estimates of volumes of timber sold are made solely as an administrative aid for determining: (1) when payments are due, and (2) value of timber subject to any special bonding provisions, and (3) other purposes specified in various sections of this contract.

B. Cutting areas are shown on Exhibit A.

C. When payments are made under Sec. 3, the Authorized Officer shall determine amounts due on the basis of Government's records of volumes of timber skidded or yarded monthly to loading points or removed monthly from the contract area.

Cutting		Estimated Volumes (Units Specified)		Estimated Values	
Area Number	Approximate Acres	Volume/Acre	Total Volume	Value/Acre	Total Value
Totals					

☆U.S. GOVERNMENT PRINTING OFFICE: 1990—832-896

Illustration 14
Alternate Scale Sale Exhibit B

Contract No.:
Sale Name:
Issuing Office:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)

EXHIBIT B

SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Sections 2 and 3 of the contract, the Purchaser agrees to pay the Government for the forest products sold under the contract in accordance with the following schedule and measurement requirements. Forest products sold are comprised of *Merchantable Timber*, *Other Timber*, *Other Forest Products*, *Remaining Volume*, and *Defect Caused by Abnormal Delay* as defined in this Exhibit. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Products, Species, Measurement Units, and Prices		
Species	**Measurement Units**	**Price Per Measurement Unit**
Merchantable Timber:		
Other Timber:		
Other Forest Products:		

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Section 3 of the contract at the prices per measurement unit shown in Section I of this Exhibit.

Schedule of Minimum Merchantable Log Specifications			
Species and Products	**Length**	**Diameter (inside bark at small end)**	**Net Scale**

III. **Other Timber** - If Purchaser elects to remove any logs which do not meet the above minimum merchantable log specifications in Section II of this Exhibit, are not designated as other forest products in Section I of this Exhibit, and have not been reserved to the Government in Section 40 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sections 2 and 3 of the contract and the prices per measurement unit in Section I of this Exhibit. If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with BLM prescribed procedures.

IV. **Deterioration Caused by Abnormal Delay** - Scaling deductions made for rot, checks, or other deterioration resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3.(e). of the contract.

V. **Remaining Volume** - *Remaining volume* is defined in Section 3.(e). of the contract. The remaining volume of any forest products sold under the contract, and any deterioration due to abnormal delay shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the prices per measurement unit shown in Section I of this Exhibit. To maximize utilization, the Purchaser shall buck logs to variable merchantable lengths. If the Purchaser fails to buck logs to variable merchantable lengths, the Contracting Officer may measure unyarded log segments and bill the Purchaser for their value.

The Contracting Officer may determine during operations that the amount of remaining volume found is excessive and/or preventing the attainment of BLM treatment objectives. Upon such determination as directed in writing by the Contracting Officer, the Purchaser shall restring cable yarding lines, re-traverse ground-based yarding areas, and/or re-fly aerial yarding areas; and yard, remove, and present for scaling the material which would otherwise be designated as remaining volume.

VI. **Scaling**

A. **Scaling Service** - Log scaling services shall be provided and performed by Government scalers or parties under contract to BLM, as determined by the Contracting Officer. Purchaser shall notify the Authorized Officer three (3) days prior to commencing any hauling, including any hauling shutdowns longer than two (2) days, and at the earliest opportunity when ceasing hauling operations performed under the contract.

A Scaling Authorization must be completed and approved by the Authorized Officer prior to beginning operations. A Yard Scaling Agreement must be completed for each utilization facility that will receive logs from the sale, which must be scaled, and executed by the Purchaser, Scale Site Owner, and Contracting Officer prior to the delivery of any logs to that facility. Government scalers or contract scalers are authorized to collect scale data from all loads.

B. **Log Rule and Measurement** – (Choose one option below:)

(For offices using the Northwest Log Rules.) All logs shall be scaled according to the Eastside Scribner Log Rules found in the Northwest Log Rules Eastside and Westside Log Scaling Handbook in the Official Rules for Log Scaling and Grading Bureaus developed by the Northwest Log Rules Advisory Group dated July 1, 2003 (reprinted June 1, 2006). The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Authorized Officer in accordance with BLM prescribed procedures.

(For all other offices – Option 1.) All logs shall be scaled using the total taper methods. Volumes shall be derived from local taper tables based on Scribner Decimal C log rule or from computer output using a Scribner log rule approximation formula. The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Authorized Officer in accord with BLM prescribed procedures.

(For all other offices – Option 2.) Government or contracted scalers will be guided by the following rules in measuring merchantable and other timber sold under the contract:

1. **Diameter** – All diameters shall be measured inside bark and averaged to the nearest inch. For logs twenty (20) feet or less in length, only the small end diameter is recorded. For logs over twenty (20) feet in length, diameters of both ends are recorded to determine total taper. Use standard butt log taper guides in common usage by BLM in recording butt end diameter.

2. **Length** – Maximum segment length used in BLM scaling standards is twenty (20) feet. Logs over twenty (20) feet in length shall be divided into two (2) or more segments. Logs twenty-one (21) through forty (40) feet shall be scaled as two logs. Logs forty-one (41) through sixty (60) feet shall be scaled as three segments, etc.

3. **Trim** – For all species, trim allowance shall not exceed twelve (12) inches for logs forty (40) feet in length. For logs over forty (40) in length, an additional two (2) inches of trim shall be allowed for each additional ten (10) feet in length or fraction thereof. No minimum trim allowance is specified. Logs exceeding allowable trim shall be scaled to the next one-foot measure in length.

4. **Deductions for Defects** – The following standard BLM deduction guidelines will be used:

a. Diameter deductions shall be made for defects such as check, pitch seam, pitch rings, sap rot, lighting scars, and weather checks.

b. Length deductions shall be made for defects such as shake, rot, conk, sweep, crook, break, spangle, massed pitch, crotch, knot clusters, and stump shot.

c. Diameter or length deductions shall be made for waste defects such as cat face, rotten knows, slab, and burls.

C. **Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Yard Scaling Agreement(s) required in Section VI.A. of this Exhibit.

D. **Check Scale** – Government scalers will conduct check scales as set forth below:

1. Check scale shall include at least 200 logs or at least 50 MBF.

2. Utilize a sample that will accurately represent the species and defect associated with the sale.

3. For complex scaling situations, conduct the appropriate analysis to determine sample size. Increase the number of logs check scaled if sample size analysis deems it necessary.

4. Use the following standards to determine the proficiency of individual Government scalers or scalers under contract to BLM:

a. Gross Scale. A variance of one percent in gross scale is the standard unless otherwise justified.

b. Net scale. The allowable variance is as follows:

Check Scaler's Percent Defect in Logs	Scalers Allowable Variance
0-10 percent	2 percent
over 10 percent	.2 x percent defect to a maximum of 5 percent

5. Determinations as to volume of timber made by a Government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by Government scalers will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available Government check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Contracting Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

E. **Accountability**

1. All logs will be painted and branded at the landing and accounted for in accordance with Section 42.____ of the contract. Other forest products will be accounted for in accordance with Section 42. ____ of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. (All log/load tickets will be marked with the [insert sort or cutting area number, etc.] using a permanent marker or indelible stamp as directed by the Authorized Officer.) While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side, or as directed by the Authorized Officer in the case of other forest products. All forest products on each load shall be delivered to the destination listed on the load receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.

2. The Purchaser shall not haul forest products from the contract area on weekends, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of _____ to _____ daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (refer to Section 42___ of the contract).

3. The Purchaser shall furnish BLM a map showing the route which shall be used to haul forest products from the forest product sale area to the scaling location(s). Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to the Authorized Officer and approval by BLM. The haul route map shall be attached to the Scaling Authorization.

4. All log loads will be scaled at scale locations listed on the Scaling Authorization as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Yard Scaling Agreement before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Yard Scaling Agreement.

5. Any removal of logs from loaded trucks prior to their arrival at the delivery point as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from the amount due because of trespass.

F. **Scaling Lost Forest Products** - The value of forest product loads represented by missing load tickets shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

(VI.) **Unit Price Adjustment** – (This is an option clause that would **not** normally be included. Include only in cases of high uncertainty and only with State Office approval. An example of high uncertainty is a situation where a substantial amount of ongoing mortality due to insects, that the environmental assessment allows to be modified into the contract, is anticipated and it is difficult for a bidder to incorporate this into their bid, and the Bureau is thereby concerned that the bid would represent fair market value for the additional volume.) All unit prices will be adjusted to current fair market value for volume removed in excess of 120 percent of the original sold volume estimate for the original cutting areas. Prices would thereafter be adjusted monthly to the current fair market value using BLM prescribed procedures for each additional increment of volume removed monthly from the contract area. Each price adjustment will be calculated approximately 30 days in advance of a billing date and the Purchaser notified of the new price and the 30-day period during which it will be in effect.

(VI. or VII.) **Estimated Volumes and Values -** The following volume estimates and calculations of value of forest products sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of forest products subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. **Forest Product Volume Removed from Contract Area** - The total volume of removed forest products shall be determined using the Government's records of scaled volumes of forest products skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. **Forest Products Not Yet Removed from Contract Area** – The value of forest products which have not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer. The estimated volume and value

per acre used for determining payment amounts may be modified by the Authorized Officer based upon scale report data on forest product volume removed from the contract area.

(If the sale does not involve acreage, e.g., selling log decks, the two columns for "Volume per Acre" and "Value per Acre" in the following table may be deleted.)

Total Estimated Purchase Price and/or Schedule of Volumes and Values for Forest Products Not Yet Removed from Contract Area					
Cutting Area		**Total Estimated Volume (MBF)**		**Total Estimated Purchase Price**	
Cutting Area Number	**Exhibit A Acres**	**Volume per Acre**	**Total Volume**	**Value per Acre**	**Total Value**
Sale Total					

Illustration 15

Scaling Authorization (Form OR-53-018)

(The most recent edition of this form can be found at the BLM online forms library.)

USDI - BUREAU OF LAND MANAGEMENT - OSO
SCALING AUTHORIZATION
(Scaling - Contract Information)

(1) **Original Registration ( )** **Amendment ( )** **Cancellation ( )**

(2) To: _____ (9) Date Submitted: _____
(BLM Contracted Scaler)

(3) From: _____ (10) Scale: East-side ( )
(District & Code - Area & Code) Cubic ( )

(4) Logger: _____ (11) _____
State Brand Registration #

(5) Begin Haul Date: _____ (12) _____
Contract Scaler Brand Code #

(6) Purchaser: _____

(7) Sale Name: _____

(8) Contract #: _____ (13) _____ Yes ( ) No ( )
Sale Advertised Date Yellow Paint

(14) Brand

Scale Location and Estimated Loads Per Day

(15) Scale Location (Name)	# of Loads	Yard	Truck	Remote Check Scaling Location

(16) Minimum Product Specifications						(17) Use for Sample Sales Only		
es	Length (Feet)	DIB mall End Inches)	Net Scale Gross Scale	Min. Net Scale Volume	Yes)	TRACT SCALER Brand Code	Sample Group Code	Frequency

Add-Back Volume – eductions Due to Delay Yes ( ) No ( )	**emarks:** Always when amending

(19) _____ _____

Illustration 15-2

H-5420-1 – PREPARATION FOR SALE – (Public)

Purchaser Representative Date

_____ _____

BLM Representative Date OR 5300-18 (March 1993)

Illustration 16
Yard Scaling Agreement

YARD SCALING AGREEMENT

DISTRICT: _____ OFFICE: _____

Scale Site Owner: _____

Scale Site Location: _____

Scale Site Authorized Representative/Phone #: _____

Purchaser: _____

Timber Sale Name: _____

BLM Contract No.: _____

BLM Authorized Officer(s) and Check Scaler(s)/Phone #s:

_____

This Agreement covers the conditions necessary for an authorized yard scaling site. Unless otherwise agreed in writing by the Purchaser, Scale Site Owner, and the Bureau of Land Management (BLM), the following yard scaling requirements will be met and maintained. The BLM will periodically inspect the yard scaling facility for compliance. Approval of this Agreement does not automatically authorize scaling of BLM logs at this site. This Agreement, upon approval, will become part of the Approved Logging Plan as specified in Sec. 42(__.)(__.) of the contract. This Agreement will be reviewed annually.

1. **Scaler's Office**.

   a. Suitable office space for the scaler's exclusive use shall be provided by the Scale Site Owner immediately adjacent to the scaling site. The office shall be equipped with adequate lights, heat, and a desk.

   b. Sanitary facilities, such as a chemical toilet, shall be provided by Scale Site Owner. The facility shall be readily available to the designated scaling area.

2. **Safety**.

a. Sufficient yard space shall be provided to prevent crowded, unsafe working conditions in and around the scaling area. The face of cold decks, and truck and machine traffic shall be no closer than forty (40) feet of the scaling area.

b. Scaling bays shall allow a minimum safety margin of ten (10) feet between log ends of adjacent scaling bays.

c. Log stackers shall not work in scaling bays that are currently being scaled by the scaler or check scaler. Log stackers shall keep a safe distance from scaler(s) when operating in adjacent scaling bays.

d. Safe and suitable all-weather parking adjacent to the scaling area shall be provided for scalers and check scalers use.

3. **Log Accountability**.

a. It is the intent, by all parties to this Agreement, that all loads will be scaled the same day as delivered. Nevertheless, at least two loads will remain in place in the designated scaling bays until replaced by other loads or until released by a BLM Authorized Officer.

b. Un-scaled loads of BLM logs shall only be spread for scaling within a designated scaling area as agreed upon by the BLM Authorized Officer.

c. Each load requiring scaling shall be identified by its respective Load Receipt until scaled and removed from the scaling bay. Logs arriving during off hours shall be left on the truck, in which case the truck must remain in the yard overnight. Alternatively, the logs may be off loaded to the designated area, and shall remain in place until released by the BLM scaler or contract scaler. The outermost logs of the load must be identified with painted arrows on the face of the logs pointing into the load, and a strip must be painted over the entire load from one end log to the other end log.

d. In other than single load bays, the outermost logs of the load must be identified with painted arrows on the face of the logs pointing into the load, to eliminate the possibility of logs being credited to an adjacent load.

e. There shall be no bucking of BLM logs in the log yard prior to scaling. Logs to be re-bucked after scaling will be removed to a specified location away from the designated scaling area prior to bucking. The bucking area will be designated on the yard map.

f. If remanufactured pieces are transported out of the yard to other destinations, the Scale Site Owner will register and use a BLM approved catch brand or the original brand on all remanufactured log ends, and apply yellow paint in accordance with the Timber Sale Contract.

g. In the event a BLM load is unaccompanied by a Load Receipt, or unidentified by log brand, the scaler shall scale the load and retain the original and all copies of the scale ticket, and immediately notify the BLM Authorized Officer. The load shall remain in place.

4. **Operations**.

a. The Scale Site Owner has designated above a Scale Site Authorized Representative to receive notices in regard to performance under this Agreement and to take related action.

b. The Scale Site Owner shall provide a diagram (yard map) that shows yard layout, traffic flows, location of cold decks, designated scaling bays, loading and unloading areas, scaler's office, bucking area, and the designated parking area for the BLM vehicle. The yard map shall be attached to this Agreement.

c. Logs shall be unloaded by a mechanical stacker, and spread in the scaling bay in a manner allowing the scaler to see defect indicators and measure individual logs safely and accurately. Logs shall not be bunched or jack-strawed in the bays.

d. There shall be no permanent decking of logs within designated scaling area so as to infringe upon required space for scaling. If logs are pushed (decked) to the rear of scaling bay(s), they shall be removed from bays before the next work day. Subsequent loads spread for scaling shall be placed a safe distance from the temporary deck.

e. Scaling under artificial lights will not be accepted.

f. BLM Authorized Officers and check scalers, whose duties include timber accountability and log export surveillance, are to be provided access to the yard to conduct inspections of the BLM timber at any time. Any visit to the yard scaling site by additional U.S. Government employees shall first be arranged through the Scale Site Authorized Representative.

g. Attempts to alter or influence a scaler's judgment and/or decision by persons other than the scaler's immediate supervisor may result in termination of this Agreement.

5. **Maintenance**.

a. Scaling area shall be surfaced and treated with oil or water for the satisfactory control of dust. Drainage will be established and maintained for the prevention and control of mud.

b. Bark shall not be allowed to accumulate in the designated scaling area to the extent that accurate diameter measurement and/or scaler safety is jeopardized.

6. **Miscellaneous Clauses**.

a. The BLM reserves the right to disapprove this yard scaling site at any time the above conditions are not being met. Loads shall then be scaled at other approved sites listed on the Scaling Authorization (Form OR 5300-18).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____ 20_____.

SCALE SITE OWNER:_____

BY:_____

TITLE:_____

TIMBER SALE PURCHASER:_____

BY:_____

TITLE:_____

BLM

BY:_____

TITLE:_____Contracting Officer_____

Illustration 17
Exhibit A

April 16, 2009

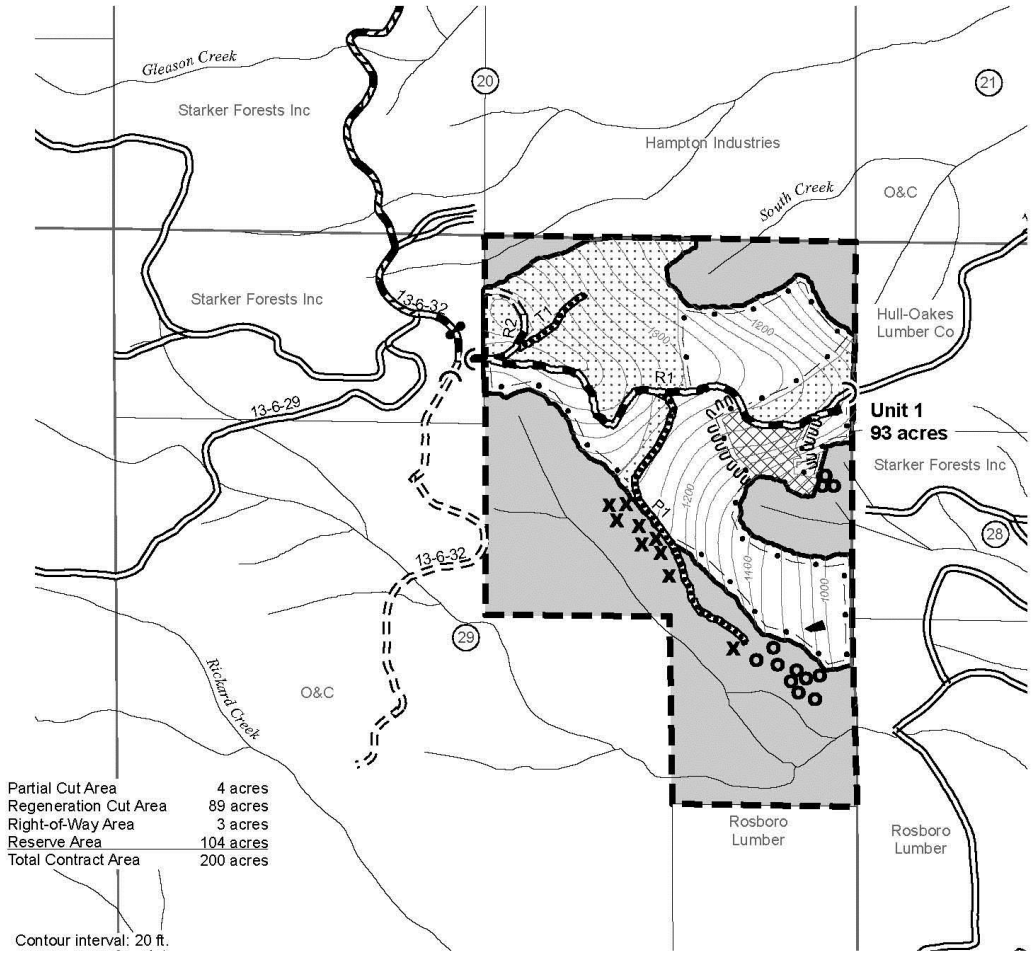
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon

Rickard Creek Timber Sale

EXHIBIT A

TIMBER SALE CONTRACT MAP - CONTRACT NO. LLORS00000-TS09-302

T. 13 S., R. 6 W., Section 29, W. M. - SALEM DISTRICT - OREGON



NOTES: Boundary of Regenration Harvest Area, Partial Cut Area and Rights of Way of roads to be constructed are painted orange and posted. Unit acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

Illustration 18

Exhibit D Access and Maintenance Map

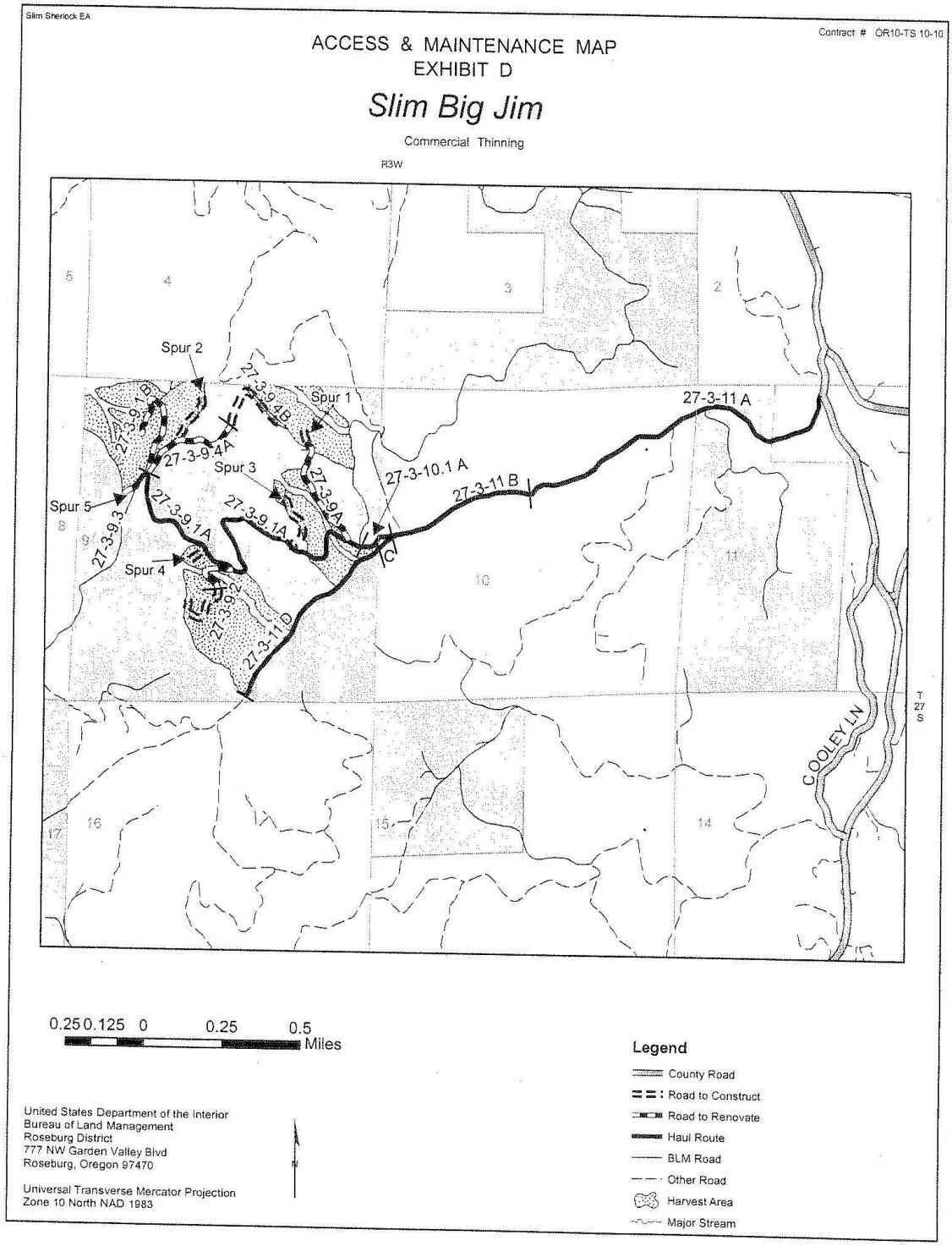
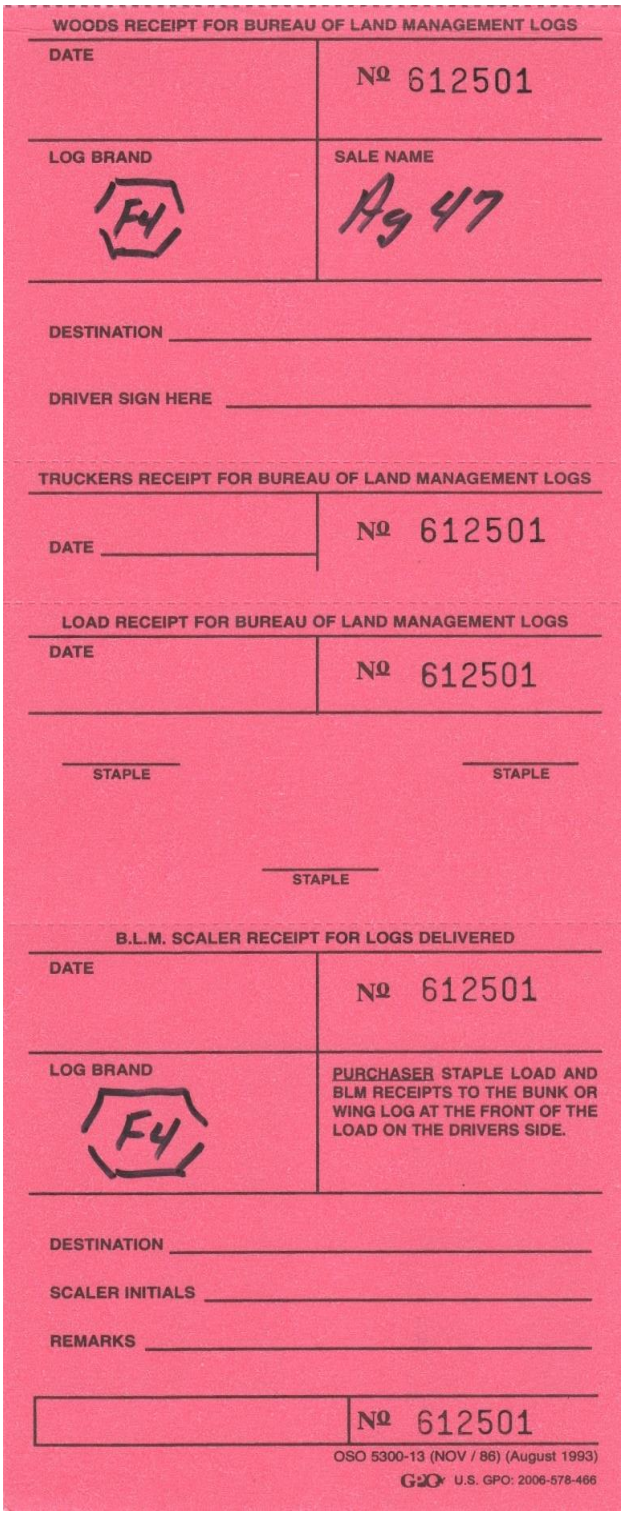


Illustration 19

Scale Sale Load Ticket (Form OSO 5300-13)

(The most recent edition of this form can be found at the BLM online forms library.)



WOODS RECEIPT FOR BUREAU OF LAND MANAGEMENT LOGS

DATE

№ 612501

LOG BRAND

F4

SALE NAME

Ag 47

DESTINATION _____

DRIVER SIGN HERE _____

TRUCKERS RECEIPT FOR BUREAU OF LAND MANAGEMENT LOGS

DATE _____

№ 612501

LOAD RECEIPT FOR BUREAU OF LAND MANAGEMENT LOGS

DATE

№ 612501

STAPLE

STAPLE

STAPLE

B.L.M. SCALER RECEIPT FOR LOGS DELIVERED

DATE

№ 612501

LOG BRAND

F4

PURCHASER STAPLE LOAD AND BLM RECEIPTS TO THE BUNK OR WING LOG AT THE FRONT OF THE LOAD ON THE DRIVERS SIDE.

DESTINATION _____

SCALER INITIALS _____

REMARKS _____

№ 612501

OSO 5300-13 (NOV / 86) (August 1993)

U.S. GPO: 2006-578-466

Illustration 20

Contract for the Sale of Vegetative Resources (Form 5450-1)

(The most recent edition of this form can be found at the BLM online forms library.)

Form 5450-1
(May 1991)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CONTRACT FOR THE SALE OF VEGETATIVE RESOURCES

Issuing Office	
Contract Number	

THIS CONTRACT is made and entered into the day of , 20 , under the authority of Executive Order (L.U. Lands) or the Act of August 28, 1937 (50 Stat. 874) as amended, (43 U.S.C. Sec. 1181a-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947 (61 Stat. 681) as amended, (30 U.S. C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management, and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called Government, acting through the Bureau of Land Management, and

of , hereinafter called Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. Vegetative Resources Sold. Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of the contract, the vegetative resources listed in Sec. 2 within the area described below comprising the contract area* and situated in the County of State of , and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISION(S)

Sec. 2. Total Purchase Price. (a) Purchaser agrees to pay Government as the total purchase price for the vegetative resources sold hereunder, the sum of dollars ($).

KIND OF VEGETATIVE RESOURCE	QUANTITY *(Units Specified)*	PRICE/UNIT	PRICE/UNIT X NO. OF UNITS

All vegetative resources in the contract area in excess of the quantity listed above are reserved to Government.

(b) Unless the total purchase price is paid on or before the date this contract is signed by the Contracting Officer, payments shall be made in installments of not less than

dollars ($)

as follows: (1) A deposit equal to one installment shall be paid on or before the date this contract is signed by the Contracting Officer and shall be held to satisfy the final payment due under this contract; (2) the second installment shall be paid prior to severance or removal of vegetative resources sold under this contract. (3) Each subsequent installment shall be due and payable without notice when the value of the vegetative resources severed or removed equals the sum of all payments not including the first installment. Payment hereunder shall be made by cash, money order, bank draft, or check made payable to Department of the Interior-BLM.

Sec. 3. Bond. A performance bond shall be filed by Purchaser on or before the date the contract is signed by the Contracting Officer in the sum of dollars ($) which bond shall be forfeited to the amount of the damages determined by the Contracting Officer if all the provisions of this contract are not faithfully and fully performed by Purchaser. If the amount of the damages exceed the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled, or if cash or negotiable securities are furnished in lieu of a surety bond, such cash or negotiable securities shall be returned to Purchaser.

Sec. 4. Time for Severance and Removal. Except as otherwise provided in this contract, Purchaser may commence severance and/or removal of vegetative resources sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to

**General location of contract area is shown on map marked Exhibit A which is attached hereto and made a part hereof.*

(Continued on page 2)

sever and/or remove such vegetative resources shall expire ( ) months after such date; provided, however, extension of time may be granted as provided in 43 CFR Subpart 5463 and 5473.

Sec. 5. Standard and Special Provisions. The rights and obligations of the parties hereto shall be subject to the Standard Provisions set forth in Secs. 6 through 16 and to any Special Provisions contained under Sec. 17 attached hereto and made a part hereof.

STANDARD PROVISIONS

Sec. 6. Definitions Used in This Contract:

(a) "Authorized Officer" means any employee of the Bureau of Land Management to whom has been delegated the authority to take action in connection with this contract.

(b) "Contracting Officer" means the Bureau of Land Management official who would have authority to execute this contract.

(c) "Vegetative Resources" means all vegetative material that is not normally measured in units of board feet.

Sec. 7. Passage of Title and Risk of Loss. Title to the vegetative resources sold under this contract remain in Government and shall not pass to Purchaser until such vegetative resources have been severed or removed. Risk of loss shall be borne by the party holding title, **except** that nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act.

Sec. 8. Violations, Suspension, and Cancellation. If Purchaser violates any of the provisions of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, **except** such operations as may be necessary to remedy any violations. If Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Contracting Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by Government by reason of such violation.

Sec. 9. Fire Prevention and Slash Disposal. Purchaser shall take such measures for the prevention and suppression of fire on the contract area and other adjacent Government lands or other Government lands used or traversed by Purchaser in connection with operations under this contract as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer.

Sec. 10. Trespass. If in connection with operations under this contract, Purchaser, his contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government materials, other than the vegetative resources sold under this contract, Purchaser shall be liable for damages under applicable law.Purchaser shall pay Government for such damages after written demand therefor by the Contracting Officer.

Sec. 11. Responsibility for Damage Suffered, Cost, or Expense Incurred by Government. Purchaser shall be liable for any damage suffered, cost, or expense incurred by Government arising out of any operations under this contract whenever such damage, cost, or expense results from any breach of contract or wrongful or negligent act of Purchaser, his contractors, subcontractors, or the employees of any of them. Purchaser shall pay Government for such damage, cost, or expense after written demand therefor by the Contracting Officer.

Sec. 12. Disclaimer of Warranty. Government expressly disclaims any warranty of the fitness of the vegetative resources for any purpose of Purchaser; all vegetative resources sold hereunder are accepted "as is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the vegetative resources sold hereunder is expressly disclaimed by Government.

Sec. 13. Simultaneous Use of Contract Area by Others. If the Authorized Officer determines that other use of the contract area will not seriously interfere with the operations of Purchaser, he may issue permits, leases, or contracts for the simultaneous use of the contract area by others.

Sec. 14. Equal Opportunity. The Purchaser will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 15. Officials Not to Benefit. No Member of, Delegate to, Congress, or Resident Commissioner, after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Secs. 431, 432, and 433, Title 18, U.S.C. relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 16. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601 et seq.). If a dispute arises relating to the contract, the Purchaser may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.38).

(b) "Claim" means:

(1) A written request submitted to the Contracting Officer;

(2) For payment of money, adjustment of contract terms, or other relief;

(3) Which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and

(4) For which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding $50,000, or with any amendment causing the total request in dispute to exceed $50,000, the Purchaser shall certify, at the time of submission as a claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

(Purchaser's Name)
(Title)

(d) The Government shall pay the Purchaser interest:

(1) On the amount found due on claims submitted under this clause;

(2) At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act. Public Law 92-41;

(3) From the date the Contracting Officer receives the claim, until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) Except as the parties may otherwise agree, pending final resolution of a claim of the contractor arising under the contract the contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

(Continued on page 3)

Sec. 17. Special Provisions. Purchaser shall comply with the attached special provisions unless otherwise authorized, in writing by the Authorized Officer.

PURCHASER, sign here	UNITED STATES OF AMERICA
_____ (Name of Firm)	By _____ (Name – Print)
_____ (Name – Print)	_____ (Signature)
_____ (Signature)	_____ (Title)
_____ (Address)	_____ (Date)

(Form 5450-1, page 3)

Illustration 21

Timber Sale Preparation Checklist

Timber Sale _____ Sale Name: _____

Contract No: _____

Comments:

Cnt or NA	Responsibility/Item to be in Contract File:	Prepare	Review	Final	Review
	Forester	Forester	Presale For	Cont Review	Spvr For
	Timber Sale Prospectus Draft				
	Seasonal Restriction Matrix				
	Timber Sale Stips Draft				
	Exhibit A (Map)				
	Exhibit D (Map)				
	Exhibit E (WUI)				
	Exhibit F (Seasonal Restriction Matrix or Subsoiling Exhibit)				
	Prospectus Notes				
	Directions to Sale Area				
	Special Notes to Contract Administrator				
	Engineer	CE Tech	Lead CET	Cont Review	Spvr For
	Construction info for Timber Sale Notice				
	Maintenance info for Timber Sale Stips				
	License Agreement				
	Road Appraisal				
	Exhibit C & Stips				
	Exhibit D Stips				
	Exhibit D Summary				
	Cruiser	C/A	Lead C/A	Cont Review	Spvr For
	Cruise				
	Cruising Maps				
	Retention Tree Worksheet				
	Logging Costs/Plan				
	Transportation Worksheet				
	Misc. Worksheet				
	Pond Value Worksheet				
	TSAS Reports				
	TSIS Data Entry Forms (5460-4 & 5460-5)				
	Resource Support Tech		RST		Spvr For
	Exhibit B				
	Advertisement				
	Prospectus				
	Notice w/applicable forms				

Contract Folder Layout

Flap 1	Flap 2	Flap 3	Flap 4	Flap 5	Flap 6
(from bottom to top)	*(from bottom to top)*	*(bottom)*	*(chronological order)*	*(bottom to top)*	*(bottom to top)*
Exhibit E	Performance Bond	Bid Forms	Correspondence	Notice	Cruise/Appraisal Data
Exhibit D	Bond Election Forms	*(chronological order)*	Inspection Reports	Prospectus	TS Prep Checklist
Exhibit A	Exhibit C	Billings & Receipts	License Agreements	*(chronological order)*	Cruise Maps
	Contract	Cutting Reports	Purchasers Rep Form	TSIS Data Entry Forms	Sum of KPI
	Modifications		Logging Plan	Contract Summaries	Volumes
	Termination Paperwork			from TSIS	Other allowances
					Road Maint & Amort
					Road Construction
					Transportation
					Logging Plan
					Logging Costs
					Cost Summary
					TSAS Reports

Illustration 22

Vegetative Material Negotiated Cash Sale Contract (Form 5450-5)

(The most recent edition of this form can be found at the BLM Internet based Forestry Forms Library.)

Number	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT **VEGETATIVE MATERIAL NEGOTIATED CASH SALE CONTRACT** ($2,499 or less for vegetative material)

State:

Field Office/District:

Date of Sale:

Name of Purchaser (First, Middle, Last)

Address (include zip code):

KIND OF PRODUCT	UNITS	AUTHORIZED QUANTITY	RATE PER UNIT ($)	TOTAL PRICE ($)
ROAD MAINT FEE				
TOTAL PURCHASE PRICE				$

Purchaser is liable in advance for total price shown above. There will be no refunds. This contract is made under the terms of Section 1 and the stipulations indicated in Sec. 2 and 3.

Contract Expires (date)	**ALL MATERIAL MUST BE REMOVED FROM THE CONTRACT AREA BY MIDNIGHT OF THIS DATE**

Location of Sale (Contract Area):

RECEIVED AS PAYMENT IN FULL

TREASURY FUND ACCOUNT	COUNTY	PRICE
Public Domain Lands - (5881)		
Oregon & California Lands - (5882)		
Coos Bay Wagon Road Lands - (5897)		
5900 - Forest Ecosystem Health and Recovery Fund - (5165)		
Land Utilization Lands (5896)		
Other Lands - Enter Treasury Code _____		
Road Maintenance Fee- (9110-O&C) (5018)		
Road Maintenance Fee- (9120-PD) (5018)		

Purchaser certifies that he/she is not considered a minor under the laws of the State in

SEC. 1 CONTRACT TERMS

(a) A new contract and payment in advance is required prior to cutting and/or removal of additional units that exceed the authorized quantity.

(b) All material in excess of the authorized quantity is reserved by the United States. Cutting and/or Removal of material not designated under Section 2 and 3 and in excess of authorized quantity will subject the Purchaser to trespass action.

SEC. 2 GENERAL STIPULATIONS

Removal of all material must be in strict accordance with instructions of the Authorized Officer and the following conditions and requirements:

(a) No material may be severed or removed unless marked or otherwise designated by the Authorized Officer. Title to material sold under this contract will remain as property of the United States and will not pass to Purchaser until such material has been removed from the contract area.

(b) Any property remaining on site after the contract expires, including severed materials, becomes the property of the United States.

(c) If this contract involves severance of vegetative material, risk of loss shall be borne by the Purchaser after the material is cut.

(d) Nothing herein may be construed to relieve the Purchaser from liability for any breach of contract or any wrongful or negligent act or for any violation of any applicable regulation of the Department of the Interior.

(e) The Purchaser must take such measures for prevention and suppression of fire on the contract area and other United States lands as are required by applicable laws and regulations.

(f) The Purchaser must dispose of refuse in accordance with instructions of the Authorized Officer.

(g) If the Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of the Purchaser, *except* such operations as may be necessary to remedy any violations.

(h) If the Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract, and take appropriate action to recover all damages suffered by Government by reason of such violation.

Forest Product Removal Receipt Numbers (if needed):

which the lands covered by this contract are located. If purchasing sawtimber, Purchaser certifies that he/she is a citizen of the United States. Purchaser acknowledges that he/she has read and understands the terms and conditions of this contract and any attached provisions.	**SEC. 3 SPECIAL STIPULATIONS** (check appropriate block)
Signature of Purchaser	The ☐ Special Stipulations and/or ☐ Map(s) are made a part of this contract and are to be complied with.
Signature of Authorized Officer	

Form 5450-5 - Revised December 2014 **(Instructions and Privacy Act On Reverse)**

INSTRUCTIONS

1) This form may be used for sales of vegetative material when the total value is $2,499 or less. It is to be completed with a ballpoint pen. The Original (White Copy – Retain by BLM in the book), (Green Copy – BLM Master File), and (Blue Copy - Extra) are to be retained by the BLM. The (Pink Copy) is the Purchaser's copy.
2) The money received as check, cash, bank draft, or money order is to be collected at the time the permit is issued. Money is to be deposited in the appropriate District account and entered into both:
    - The Collection and Billing Financial System (CBS) in accordance with BLM standard accounting procedures, and
    - The Special Forest Products (SFP) database which is located in the Forest Resource Information System (FRIS).
3) It is recommended that the maximum contract period not exceed 90 days.
4) Attach specific special stipulations, fire prevention restrictions, and maps as needed.
5) This contract is designed to facilitate the selling of an authorized quantity of designated material. The Purchaser is limited to removing only the authorized quantity and designated material. In some cases, the authorized quantity (e.g., cruised volume of sawlogs) may be slightly more or less than what is actually removed, however, the Purchaser is still limited to what is designated for cutting and/or removal (e.g., 10 trees marked with blue paint).
6) It is important that the contract clearly identifies the material designated for cutting and/or removal to assure contract compliance.

General Accounting Information: Below is some general accounting information to assist District accountants and staff in depositing funds into the correct CBS accounts:

Commodity Code Name	**Commodity Code**
Sale of vegetative material including wood permits	25
Timber - Timber Sale Pipeline Restoration Fund (5810)	31
Timber – Commercial Timber Sales	32
Timber – Forest Ecosystem Health and Recovery Fund (5900)	33

Account Name	**Treasury Code**	**Financial Code**
Public Domain	5881	750
Oregon & California Lands	5882	755
Coos Bay Wagon Road Lands	5897	765
Land Utilization Lands	5896	760

NOTICE

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

AUTHORITY: 30 U.S.C. 601, et seq.; 43 U.S.C. 1181a; 43 CFR 5400.

PRINCIPAL PURPOSE: The information is to be used to identify the parties entering into a contractual agreement for the disposal of vegetative materials.

ROUTINE USES:
(1) Contact applicants or permittees about matters pertaining to a contract or permit for the sale of vegetative materials from public lands.
(2) Report sales information to Congress pursuant to 30 U.S.C. 601 et seq.
(3) Execute a contractual agreement for the disposal of vegetative materials from public lands.
(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local and foreign agencies, when relevant to civil, criminal or regulatory investigations, or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Providing this information is mandatory to obtain a contract or permit for the disposal of vegetative materials from public land.

Illustration 23

Forest Products Removal Permit and Cash Receipt (Form 5450-24)

(The most recent edition of this form can be found at the BLM online forms library.)

BLM Form 5450-24 Print Blank Permit — Page 1 of 2

Forest Products Removal Permit and Cash Receipt

FS-2400-001 (v.04/2012)
BLM-5450-24

(Auth:16 USC 472a, 551; 30 USC 601, 602; 43 USC 1201; 16 CFR 223; & 43 CFR 5420)

U.S. Department Of Agriculture — Forest Service

U.S. Department Of The Interior — Bureau Of Land Management

OMB No.: 0596-0085

FS Region/BLM State: Oregon	FS National Forest/BLM District: ORS00: Salem DO	FS Ranger District/BLM Field Office: ORS06: Tillamook FO

Permittee's Name and Complete Address:		Permit No.	Preparation Date	Payment Method	
Name:		BLM-ORS06-V-2012.00056	/ /		
Address:		Effective Date	Termination Date	Load Ticket Numbers	
		/ /	/ /	From:	Thru:
City/State:		Product Plan		From:	Thru:
Zip Code:		Number:	Name:		

Permittee Identification	Type	Public Land Type	County

Vehicle(s) Information				Associated Charges		Permit Area Description:
Year:		Year:		Fund	Amount	
Make:		Make:				
Model:		Model:				
Color:		Color:				
License:		License:				
State:		State:				

Remarks:

PRODUCT DESIGNATION

Product	Species	Unit of Measure (UOM)	Quantity Sold	Rate per Products UOM	Assoc. Charges $ per UOM	Total Cost of Products ($)	Cost of Assoc. Charges ($)
					Total Permit Costs:		
					Total Purchase Price:		

PRODUCT QUANTITY REMOVAL RECORD

Date	Time	Quantity Removed	Date	Time	Quantity Removed	Date	Time	Quantity Removed	Date	Time	Quantity Removed

For BLM land only, Permittee certifies they are of the age of majority in the states in which they reside and, if purchasing timber, are a United States citizen.

SIGNATURES

PERMITTEE — Date — AUTHORIZED AGENCY/VENDOR — Date

PRIVACY ACT NOTICE

The following information is provided to comply with the Privacy Act of 1974 (PL-579). 5 U.S.C. 552a authorizes acceptance of the information requested on this form. The Forest Service and Bureau of Land Management use this information to maintain an inventory of forest product information and to adjudicate your rights to forest products. The information required by this form may be disclosed pursuant to the regulations in 7 CFR 1.5 or 43 CFR 2.56. If you do not furnish all the information required by this form, your application may be rejected.

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0085. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Page 1 of 2

http://ilmorso3ap2.blm.doi.net/tsis/tsissfp/index.php — 6/5/2012

BLM Form 5450-24 Print Blank Permit

Page 2 of 2

Forest Products Removal Permit and Cash Receipt

(Auth:16 USC 472a, 551; 30 USC 601, 602; 43 USC 1201; 16 CFR 223; & 43 CFR 5420)

U.S. Department Of Agriculture — Forest Service

U.S. Department Of The Interior — Bureau Of Land Management

FS-2400-001 (v.04/2012)
BLM-5450-24

OMB No.: 0596-0085

Permit No.: BLM-ORS06-V-2012.00056

GENERAL CONDITIONS

Subject to, and in strict compliance with, all the following conditions (both General and Other) and those listed above, the Permittee named herein is authorized to harvest and remove the forest products described above.

1. This sale is final and payments are not subject to refund.
2. Permit must be in the Permittee's possession while harvesting and transporting products. Copies are not allowed.
3. This permit is nontransferable.
4. This permit and activities hereunder are subject to all applicable Federal statutes and regulations and State and local laws. In case of conflict, Federal statutes and regulations shall take precedence. Where applicable, a Memorandum of Agreement between the Forest Service and BLM governs administration and enforcement of this permit (Sec. 330, P.L. 106-291).
5. Motorized vehicles are not allowed off existing roads that are open to the public, unless otherwise specified within this permit. Permittee parking shall not block traffic or impede fire or emergency vehicles.
6. Permittee shall remove all trash and litter resulting from Permittee's activities.
7. Concurrent with forest product removal activities, slash and unused vegetative material resulting from Permittee's activities shall be removed from roads and ditches and scattered in the surrounding landscape.
8. Permittee shall comply with fire requirements and current restrictions to prevent forest fires.
9. Permittee shall pay for or repair all damage to natural features; riparian areas; other vegetation; and roads, trails, fences, ditches, telephone lines, or other improvements resulting from Permittee's activities under this permit.
10. The Forest Service and/or BLM reserve the right to unilaterally revoke this permit for Permittee's noncompliance with its terms and conditions or when revocation is in the public's interest.
11. Regardless of whether forest products are removed, this permit will terminate either at midnight of the termination date shown above, or when the quantity listed above is reached, whichever comes first.
12. None of the terms or conditions of this permit may be varied or modified, except for unilateral modifications by the Forest Service and/or BLM.
13. Permittee agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death.
14. Collection of forest products is permitted only in the area(s) described by this permit.
15. Permittee shall complete the Product Quantity Removal Record in ink prior to transporting products. When load tickets are issued, the Permittee is required to complete load tickets when Permittee moves between collection sites or leaves a permit area. Load tickets must be securely attached to the load and clearly visible from the rear of the vehicle.

OTHER CONDITIONS

Harvest on BLM Lands only.

Printed from TSIS Web Version 1.07.00 05 Jun 2012 02:11:34 pm MSIE 7.0

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http://ilmorso3ap2.blm.doi.net/tsis/tsissfp/index.php 6/5/2012

Appendix 1

Opinion, Assistant Regional Solicitor, Portland, Department of the Interior, January 10, 1972

Reproduced for Visual Clarity – BLM Oregon State Office – October 02, 2009

Oregon State Director, BLM – B729 January 10, 1972

Office of the Regional Solicitor, Portland

Acceptance of Contributions under Timber Sale Contracts
(Your reference: 5436a (931.1))

By a memorandum dated December 17, 1971, your office asked certain questions concerning the type of activities which can be performed as part of a timber sale contract and whether contribution can be provided for in lieu of the completion of contract requirements.

Question: "Please provide us with a clear definition of the kinds of actions which are normally incident to a timber sale and may be required under terms of the timer sale contract."

As noted in our memorandum to you dated April 28, 1967, a copy of which is enclosed, the BLM may require its timber sale purchaser to do that which is (1) relevant to the sale of timber, (2) not unusual in such transactions, (3) reasonably calculated to make effective the power to sell government timber and (4) in the best interest of the United States. The determination of what activities meet these tests is one which may be determined by the BLM "in the exercise of a reasonable discretion." (36 Op. Atty. Gen. 282, 286 (1930)).

It is reasonably clear that activities such as pre-commercial thinning, pruning, rock stockpiling and the bituminous surfacing of roads do not meet these tests and may be considered an improper augmentation of appropriation if required under the terms of a normal BLM timber sale contract. It is also clear that other activities such as slash disposal, environmental protection and the construction of roads needed to remove sale timber meet the above tests and are a normal incident to a timber sale. Between these two classes of activities lie a number of potential timber sale requirements which may or may not be considered an augmentation of appropriations depending upon the circumstances surrounding a particular timber sale. For example, road construction requirements that are grossly in excess of those needed to remove young timber from a summer thinning sale may be an improper augmentation while the same road construction requirements may be a normal incident to a large all-weather sale of old growth timber. Because of such varying circumstances we cannot give you a hard and fast rule (other than the guidelines stated above) which will in all cases indicate whether a particular activity constitutes an augmentation of appropriations. If you have any questions concerning specific timber sale requirements within the context of a proposed timber sale, we shall be happy to give our opinion as to whether an augmentation of appropriations would be involved.

Question: "Can BLM incorporate special provisions in timber sale contracts, under the authority of Sec. 103(a) of Public Law 86-649, which provide for contributions to BLM to

perform in lieu of performance by the purchaser of activities normally incident to the timber sale? We recognize that contributions should be used to do the required work on the contract area and that provision for contributions must be in relation to our ability or desire to perform the action."

Section 103(a) of the Public Land Administration Act (43 U.S.C. § 1364(a) P.L. 86-649) provides that:

"Sec. 103. (a) The Secretary of the Interior may accept contributions or donations of money, services, and property, real, personal, or mixed, for the improvement, management, use, and protection of the public lands and their resources under his jurisdiction including the acquisition of rights-of-way for such purposes. He may accept contributions for cadastral surveying performed on federally controlled or intermingled lands. Moneys received hereunder shall be covered into the Treasury and are hereby appropriated and made available until expended, as the Secretary may direct, for payment of expenses incident to the function toward the administration of which the contributions were made and for refunds to depositors of amounts contributed by them in specific instances where the contribution is in excess of their share of the cost." (Emphasis added)

The key words in this statute are "contributions" and "donations." "Websters New International Dictionary" (2nd ed.) defines these words as follows:

Contribution: "That which is contributed: a sum or thing voluntarily contributed."

Donation: "Voluntary alienation of property; gratuitous transfer of property from one to another; gift."

It will be noted that in both of these definitions the act must be a voluntary one. This is consistent with the Bureau's interpretation of Section 9 of the Taylor Grazing Act (43 U.S.C § 315h) which also provides for the acceptance of "contributions." It is our understanding that contributions under the Taylor Grazing Act are only made on a voluntary basis. It is therefore our recommendation that the following type of stipulation which was suggested in a teletype dated March 31, 1967, a copy of which may be found in your case material, should not be used since the "contribution" is not voluntary.

"The purchaser shall contribute to the Bureau of Land Management the sum of $_____ for _____(state purpose) . The contribution shall be paid prior to commencement of operations on the contract area."

However, we do believe that a contribution under Section 103(a) is voluntary if it is given at the purchaser's option in lieu of work required to be completed under a timber sale contract. This is also the position taken by the Regional Solicitor for the Denver Region in his memorandum of August 26, 1960, which is a part of your file. Therefore, the following type of special stipulation which was set forth in Instruction memo No. ORE-WASH-(FOR)-53, dated December 31, 1964, appears to comply with the requirements of the Public Land Administration Act.

> "The Purchaser shall (insert detailed forest management, protection, or rehabilitation requirements). The Purchaser shall have the option of completing this work, or in lieu thereof, may make contribution to the Bureau of Land Management (at the rate of $_____) (in the amount of $_____), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of his intention to make this contribution within (90) days from the date of the execution of this contract."

Such a stipulation could be used in those limited cases in which it would be desirable and practical for the BLM to do the required work in the event the purchaser elects to make the contribution. As an alternative to this procedure the BLM could require the purchaser to deposit a cash bond or negotiated government securities with the United States to insure that certain work is completed. Such bond or securities could then be forfeited by the purchaser if he did not wish to complete the work in which case the money would be available under Section 301 of the Public Land Administration Act (43 CFR 1381) to complete the required work. This is the procedure suggested by the Director's Office in the memorandum dated February 20, 1961, found in your file material.

It is hoped that this satisfactorily answers your inquiry. If you have any further questions concerning this matter, please let us know.

Your materials are returned herewith.

For the Regional solicitor

John L. Bishop
Assistant Regional Solicitor

Enclosures 2:
Memo dated April 28, 1967
Case material

DPLawton:gmw

Appendix 2
Timber Sale Management Practices and Contract Stipulation Policy

APPENDIX 2 – Timber Sale Management Practices and Contract Stipulation Policy

I. Introduction. This policy defines acceptable management practices and related work requirements for BLM timber sale contracts. The purpose of this policy is to provide direction for developing uniformity within and between states and districts while ensuring the legality of work requirements included in timber sale contracts.

The objective of this policy is to ensure that timber sale contracts contain only work requirements that enable the sale of timber and are consistent with existing laws, regulations, and land use plans. These requirements must be related to timber harvest, site preparation, or mitigating measures and design features necessary to protect or restore the environment for anticipated impacts from road construction, timber falling, timber yarding, site preparation, slash disposal, and other harvest-related activities.

II. The Four-Point Test. This portion of the policy defines, in more specific timber sale contract terms, the Solicitor's four-point test (opinion of Regional Solicitor dated January 10, 1972) for determining whether a potential timber sale requirement would constitute a prohibited augmentation of appropriations or would otherwise be an acceptable element of a timber sale. Augmentation of appropriations is defined as the supplementing of appropriated funds with funds from other appropriations or other sources not specifically authorized by law. Without specific statutory authority, the bartering of Government property, i.e., the value of timber, for services is prohibited because it would result in an unlawful augmentation of an Agency's appropriations. For inclusion into a timber sale contract, any requirement must meet all four points of the test. This test applies to all designated requirements (and those comparable to provided examples), including those specified as Approved Requirements in this Section IV.A. of this policy.

A. Test No. 1 - Is the requirement relevant to the sale of timber? Contract requirements (stipulations/provisions/specifications/exhibits) must be relevant to the purposes of the subject timber sale and the specified management direction of the relevant land use plan and land use allocations (LUA). Management direction may vary between LUAs. For Allowable Sale Quantity (ASQ) sales, i.e., chargeable volume, meeting the test of relevance may justify the inclusion of requirements to preserve elements of late-successional forest as a legacy (e.g., retention trees, course woody material, etc.). For non-ASQ sales, i.e., non-chargeable volume, meeting the test of relevance may justify the inclusion of requirements to achieve the habitat objectives specified in the land use plan for the LUA.

For all sales, meeting the test of relevance would include design features and mitigation measures, and/or Best Management Practices (BMPs) associated with falling, yarding, road building, etc., which are required to achieve the timber sale purposes and the objectives of the LUAs as stated in the land use plans. For example, contract requirements such as falling and partial removal of timber within riparian reserves/buffers to meet LUA habitat objectives may be relevant to the purposes of the

project. "Best Management Practice" is a term found in the Clean Water Act and usually associated with practices to ensure compliance with the Act.

B. Test No. 2 - Is the requirement usual in such transactions? Contract requirements are considered usual if they have historically been included within timber sale contracts. However, the shift to land use plans based on ecosystem management is redefining what is usual in such transactions. The newer land use plans mandate requirements which would not have been considered usual under previous land use plans, e.g., cutting and leaving reserved trees to enhance the down coarse wood component in the treatment area. In general, contract requirements should not specify unusually high levels of skill, specialized knowledge, or specialized equipment not normally required to conduct forestry operations and/or associated mitigation.

C. Test No 3 - Is the requirement reasonable to make effective the power to sell Government timber? Contracts must include requirements which enable the timber sale to proceed in compliance with applicable laws, regulations, and land use plans. An example would be a requirement necessary for compliance with the Endangered Species Act (ESA), e.g., terms and conditions specified in biological opinions. Another example would be requirements necessary to meet specific management direction contained within land use plans, such as decommissioning of roads constructed under timber sales or an equivalent mileage elsewhere in designated key watersheds.

D. Test No. 4 - Is the requirement in the best interest of the Government? All contract requirements should appropriately provide safe working conditions for purchasers, contractors, their employees, and BLM employees. The requirements must also result in a safe environment for users of BLM lands.

In most cases, the contract will require the lowest cost methods to accomplish project objectives while providing, but not exceeding, the necessary or required level of environmental protection (i.e., not requiring a more expensive logging system to mitigate impacts below the level of impact anticipated in the relevant environmental impact statement [EIS] and land use plan). Exceptions will rely on documented justification showing that the higher cost, or greater level of mitigation than required in the EIS and land use plan, is in the best interest of the Government.

Evaluation of Test No. 4 includes considerations such as the proximity to cutting area, contract area, or haul route. The question should be asked: "Is the work within, adjacent to, or at a location distant from a sale unit?" Work may also be suitable for consideration (assuming it meets all four points) if it is in the same geographic location and must occur at the same time as the timber sale in order for the timber sale to be operationally effective.

III. Policy Goal No. 1. To limit contract stipulations (work requirements) to activities which meet the four-point test as defined in Section II of this policy. The contracting officer or designee is responsible for applying the following process for selecting appropriate timber sale management practices and work requirements:

A. Review the land use and activity plans, the out-year sale plan, any relevant landscape assessment(s), the biological opinion(s), silvicultural prescription, and the proposed environmental assessment (EA) to ensure that selected management practices for each tract are consistent with their requirements and with the value of the proposed sale volume.

B. Review each sale tract to ensure that road construction, use, and maintenance is consistent with the any travel or transportation management plans or decisions. These plans or decisions should accommodate the fluidity of long-range timber sale plans to ensure roads are not unnecessarily closed.

C. Review required and/or proposed mitigating measures and design features. Design features are mitigation measures incorporated into a contract stipulation. Adopt measures necessary to mitigate the anticipated impacts of road construction, timber harvest, site preparation, or forest health/hazard reduction to meet the management direction established in land use plans.

D. Review the proposed harvest system (falling, yarding, transportation) and associated mitigation for each tract to ensure the system provides, but does not unjustifiably exceed, the necessary level of site protection. The necessary level of site protection would usually be construed as that needed to reduce or mitigate the level of impacts to that level identified (and not below the level) in the EIS or as necessary for compliance with laws such as the ESA. If necessary, prepare an economic analysis of alternatives which compares the cost of each alternative relative to the level of environmental impacts and benefits. If excessive costs are associated with the amount of work that is required for mitigating measures or design features, a change in the timber sale may be in order (e.g., change in a road specification, sale boundary, logging method, or site preparation or hazard reduction method). Such a change may necessitate an amendment to the EA.

E. Ensure State Office review and approval of new contract language, i.e., use of stipulations (special provisions) not already provided in appendix 5 of H-5420-1.

IV. Policy Goal No. 2. To specify examples of design features and mitigation, and/or BMPs and associated contract stipulations (work requirements) that are consistent with policy goals A-E in Section III. of this policy and meet the requirements set forth in land use plans. These examples must be considered in the context of the Four-Point Test. Approved requirements are those which: 1) accomplish timber harvest, site preparation, and/or forest health/hazard reduction, and 2) mitigate anticipated impacts which are a direct result of the proposed timber sale and must be addressed in the work requirements of the timber sale contract in order for a sale tract to legally proceed to sale. Examples follow:

A. Roads. The development and/or maintenance of a safe and environmentally sound road system are required for timber harvest including the transportation of equipment, mineral materials, and logs:

1. Roads will be constructed, renovated, improved, or maintained only to the standards needed for safe logging and transport of equipment, mineral materials, and logs in accordance with state safety codes and to comply with environmental protection requirements set forth in land use plans, and terms and conditions found in biological opinions. Examples of approved requirements are culvert replacement or upgrading to a size capable of handling a 100-year flood event, slope stabilization, supplying and applying rock surfacing, and seeding and fertilizing cut and fill slopes. Limited rock application may be required under the timber sale in order to provide a light-duty, hard-surface road for surface erosion control and for administrative access purposes.

2. Roads necessary for access to the timber sale may be surveyed and designed under the timber sale contract when sufficient BLM engineering staff is unavailable.

3. Generally, purchasers should not be required to construct permanent bridges. If appropriated funds are not available to construct bridges needed to sustain a district's timber sale program, temporary structures may be built in order to access timber sales. Inclusion of the construction or development is prohibited if it would result in a deficit sale or a no-bid sale.

4. Roads in the contract area and comprising the haul route may be closed. The standards and extent of this work must be limited to what is necessary for the timber sale to comply with the management direction set forth in land use plans. Additionally, roads outside of the contract area and/or not comprising the haul route may be closed if required to meet specific land use plan management direction, e.g., new road is required for the sale and there is a limitation of the total mileage of permanent roads in a planning area found in the land use plan.

5. Purchasers may be required to supply or apply bituminous material when providing an approach to an asphalt road, for dust abatement, for traction on steep grades, for safety reasons, or when it is more cost effective than aggregate surfacing.

6. Purchasers may be required to supply and/or stockpile additional surface rock which may be needed for surface replacement or maintenance on the contract area or along the haul route. Such material shall be placed on the contract area or along the haul route prior to termination of the contract.

7. Purchasers may be required to install permanent road signs and temporary traffic control signs on the timber sale haul route. All permanent signs and materials will be supplied by the Government.

8. When contracts require rock surfacing, water sources may be constructed and/or rock sources may be developed. If dust abatement is necessary on the haul route, water sources may be constructed.

9. When necessary for the proposed timber sale to comply with the ESA or other laws, existing roads (or portions of existing roads) may be relocated.

10. Rock or wood chip surfacing may be placed on landings located on existing paved roads to protect blacktop surfacing.

11. Landing pullback may be required to prevent land and/or debris slides.

B. Falling and Yarding. The falling and yarding of timber will be subject to provisions for protecting the environment, residual trees, and human safety:

1. Directional falling within cutting areas may be required to protect resources such as riparian buffers, streams, and/or adjacent stands. Specific methods such as line pulling and/or jacking of trees may be required in the special provisions.

2. Limbing before yarding may be required to protect residual trees or for other environmental concerns, such as soil protection, nutrient cycling, etc.

3. Aerial yarding systems (e.g., helicopter or balloon) may be required to protect environmentally sensitive resources when adequate protection cannot be achieved by other means, when it is more cost effective, or when it is the only feasible method (e.g., no available access to support a cable logging landing).

4. Falling or yarding activities outside a cutting area may be required if necessary for safety or to allow normal timber harvest activities to proceed (danger trees, tail trees, guyline trees, etc.). This would include danger trees along a haul route.

5. In reserve LUAs, portions of the volume to be felled, not to exceed 50 percent of the total volume by cutting area, may be reserved and left in place. Potential rationale for this would be the creation of coarse woody material and/or treatment of disease areas to meet habitat or conservation strategy objectives in order for the timber sale to comply with the management direction set forth in a land use plan.

6. Whole-tree yarding, gross yarding, piling, or relocating of slash may be required for safety, silvicultural, necessary environmental protection, and/or hazard reduction purposes. These costs should be less that the cost of treating the slash otherwise left in the cutting area.

7. Tree-protective devices, such as Tree Savers™, may be required to protect residual trees used as rub trees.

8. Where necessary to provide adequate guyline or tailhold anchors, artificial anchors, e.g., buried logs ("deadmen anchors") or "rent-a-stump" crawler tractors, may be required.

C. Vegetative Treatment and Residual Trees. The treatment of residual trees may be required for timber stand improvement purposes or to meet requirements set forth in the land use plan and the silvicultural prescription:

1. Cutting and/or removing damaged reserve trees within a cutting area may be required.

2. Applying materials to prevent or retard sprouting of stumps within a cutting area may be required.

3. Slashing and/or removing vegetation to a specified diameter and/or height limits within a cutting area may be required when necessary to achieve silvicultural objectives.

D. Site Treatments. The treatment of a harvested site may be required to prepare the site for the next generation of trees or to mitigate the impacts of the operations under the subject timber sale:

1. Ripping, tilling, or subsoiling haul roads, skid roads, landings, and other compacted areas may be required in cutting areas. Ripping, tilling, or subsoiling of designated skid roads to be used in future harvest operations should only be required if necessary to meet soil productivity management direction set forth in a land use plan.

2. Scarifying, slashing and/or piling, and underburning may be required within a cutting area.

3. Clearing debris from stream channels within the contract area may be required when the debris results from the purchaser's operations.

4. Clearing natural debris from stream channels within cutting areas or along the haul route may be required to mitigate the effects of the timber sale. In most cases, clearing natural debris from a stream channel would be an uncommon occurrence necessitated by the threat of unacceptable resource damage should the debris move and/or obstruct water flow through a culvert.

E. Slash Disposal and Hazard Reduction. The disposal of vegetative material within a cutting area may be required for silvicultural, forest health, and/or fire hazard reduction purposes:

1. Yarding, lopping, crushing, and scattering of slash, hand or machine piling of slash, covering slash piles, constructing firebreaks, chipping or grinding slash, underburning, and burning slash may be required within a cutting area.

2. Constructing or improving pump chances or heliponds in the proximity of the contract area or haul route may be required for fire pre-suppression or suppression when prescribed burning is required on a cutting area.

3. Creating shaded fuel breaks, or other necessary fuel or site treatments, may be required within a cutting area for fire pre-suppression or hazard reduction. Creating shaded fuel breaks, or other necessary fuel or site treatments, may also be required within the contract area or close proximity when necessary for pre-suppression associated with prescribed burning to occur under the contract.

F. Wildlife Habitat. Work requirements may be included in the timber sale contract when required to mitigate anticipated effects of harvesting on wildlife habitat and comply with the management direction set forth in land use plans:

1. Leaving reserved trees within a cutting area in accordance with land use plans may be required, provided they do not render logging infeasible or constitute an undue safety or fire hazard. Types and placement of reserved trees will meet the requirements set forth in the land use plan, silvicultural prescription, and logging plan.

2. Removal of tops or girdling of reserved trees may be required to create snags within a cutting area to the extent necessary to mitigate anticipated snag reduction resulting from the sale. Topping may also be required to reduce the windthrow potential.

3. Falling of reserved trees to create coarse woody material within a cutting area may be required to comply with the management direction set forth in land use plans (e.g., meet a lineal-foot per-acre reserve requirement). Those portions of such felled timber, which result in logs with diameters too small to meet the size criteria for course woody material may be removed. Estimates of the volume of such material, if it meets the minimum merchantability standards, should be included in the cruise volumes.

4. Trees may be felled and not removed (reserved) within portions of yarding corridors located in reserved areas adjacent to, or in between cutting areas.

G. Miscellaneous Provisions.

1. Minimum state fire requirements must be met. Additional requirements may be stipulated only where special hazards are identified. BLM is not bound to

recognize any state requirements which have been waived by the State on an individual sale area.

2 Treating or capping stumps of cut bearing trees within or immediately adjacent to a cutting area may be required.

3. Special provisions may be required where insect, disease, or noxious weed control is necessary or required such as for bark beetles, root rots, or invasive plants.

V. Prohibited Actions. Proposed contract requirements to achieve land use plan objectives that have no direct relationship (refer to the Four-Point Test) to the proposed timber sale; or, do not provide required mitigation of the effects of the proposed timber sale; or contain contract requirements not specifically identified as, or comparable to, the Approved Requirements in Section IV. of this policy are prohibited. Exceptions to this policy must have written State Director approval. An alternative for efficient accomplishment of actions prohibited from inclusion in a timber sale is accomplishment of the action with a concurrent procurement contract, possibly with the advance approval of a sole source justification of contracting with the successful high bidder (purchaser).

VI. Sales Funded by Special Appropriations or Accounts. The preparation of contracts for sales funded by special appropriations and/or permanent operating accounts such as the 5900 subactivity (Forest Ecosystem Health and Recovery Fund) may entail greater flexibility than generally provided by the guidance in this appendix. Refer to subactivity specific direction for additional guidance.

Appendix 3

Explanation of Form 5450-3 Contract for the Sale of Timber and Form 5450-25 Contract for the Sale of Timber and Other Wood Products – Lump Sum Sale

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Explanation of form 5450-003(Contract for the Sale of Timber – Lump Sum) and form 5450-25 (Contract for Sale of Timber and Other Wood Products - Lump Sum). The -3 Contract Provides only for the sale of Timber. The -25 contract provides for the sale of both Timber and other Wood Products using different forms of volume determination (i.e., Timber in MBF and Biomass in Green tons/acre), sold by Lump Sum on one contract.

In this explanation, all timber and other wood products will be referred to as "forest products".

Contract Strategy. Certain of the regulations found in 43 CFR Part 5400 Sale of Forest Products, as manifested in the contract, were crafted as a unified strategy to avoid speculative bidding and facilitate timely harvest (encourage prompt performance) to avoid defaults and meet forest management objectives. The regulatory and contractual elements of this strategy include:

a. A thirty-six (36) month maximum contract term (see section 4). A thirty-six (36) month contract terms is considered by BLM to be brief enough to allow a purchaser to make an offer that can be considered to represent fair market value during the entire contract term, hence the absence of price escalation/de-escalation clauses in the contract.
b. Payment of a substantial first installment (down payment) of 10 percent of the total purchase price with one-half of the amount held (essentially a "last month's rent") to satisfy the final payment under the contract (see section 3(b)).
c. Inducement of one-half of the first installment being credited as payment (see section 3(b)) when the contract is 60 percent performed (payment plus the value of completed road construction).
d. Payment of a first anniversary payment of 20 percent of the total purchase price and second anniversary payment of 40 percent of the total purchase price, potentially obviated by payment associated with harvest plus the value of completed road construction (see section 3(b)).
e. Inducement of a 50 percent reduction of the performance bond when the contract is 60 percent performed (payment plus the value of completed road construction) (see section 39(c)).
f. A relatively restrictive authority for granting contract extensions necessitating cause beyond the control of the purchaser, no purchaser fault or negligence, and requiring a re-appraisal with provision that the value cannot decrease below the purchase price (see section 9).

Preamble.

The preamble is the opening statement of the contract. It serves to establish the parties to the contract, the date the contract is made and entered into, and the laws and regulations which authorize the action. It sets the stage for agreement to the conditions of the contract.

In the preamble the parties to the contract are identified. The first party of the contract is the United States of America, acting through the Bureau of Land Management (BLM). For brevity, this party is identified throughout the contract as the "Government."

The second party to the contract is the Purchaser. The contract form provides a space for entry of the name and address of the Purchaser. It is important to properly identify the Purchaser. In the case of a corporation, the name should appear in the contract in the exact manner of use as established by the company. If more than one individual is the Purchaser, each name must appear in the space provided. Assumed business names (i.e., Doing Business As (DBA in TSIS v.5) may be shown but it is most important that all individuals are included. If the Purchaser is a partnership or Limited Liability Corporation (a form of partnership), the names of all parties must be listed as well as the name of the firm under which they are doing business (DBA). The address of the Purchaser is entered following the name of the Purchaser.

The date the contract is made and entered into (award date) has its own special significance. This date is the specific date upon which an offer made by the Purchaser is accepted by the Government. The Purchaser makes a formal offer on the date of the sale. The Government formally accepts the bid when the Contracting Officer awards the contract thus notifying the bidder of such acceptance in writing. It is incorrect to use the sale date as the date of the contract unless the formal acceptance letter is mailed to the Purchaser on the sale date.

The date the contract is made and entered into is to be distinguished from the approval date of the contract. A contract is formed (made) when the Purchaser signs the contract and at that point both parties are entitled to the rights and benefits intended under the contract. The approval date is the date upon which the Contracting Officer signs the contract on behalf of the Government. This is a ministerial duty serving only to start the contract term. The approval date is important because time elements of the contract are measured from the approval date.

The date the contract is made and entered into is important to the Purchaser. It establishes the date of purchase within the Internal Revenue Code. Use of an improper date may cause a disservice to the Purchaser and create additional tax burdens for the Purchaser.

For negotiated sales, the date the contract is made and entered into is the date the Purchaser signs the contract, if the signing takes place in the District Office. In the event the contract is transmitted to the Purchaser for signature, the date of the contract must coincide with the date of the transmittal letter.

Section 1. Forest Products Sold.

Section 1 of the contract establishes that the Government sells and the Purchaser buys certain forest products subject to the terms and conditions of the contract. Section 1 requires that the location of the forest products be described in the body of the contract by legal description (township, range, section, and subdivision), including identification of county and State. Lands thus described comprise the contract area. Standard procedure for listing legal descriptions is to list township and range in ascending numerical order, followed by the section and subdivisions of the section. List lots by lot number first, then the quarter section and 40-acre subdivisions in counterclockwise order commencing with the NE¼NE¼. Examples are as follows:

T.l5S., R.7W., Sec. 24, NE¼NE¼, SW¼NE¼, NW¼,NE¼SW¼
S½SE¼

T.l5S., R.8W., Sec. 31, Lot 1, Lot 2, SW¼, NW¼SE¼
Sec. 32, NE¼, E½NW¼

Section 1 of the contract also specifies that the general location of the contract area be shown on a map which is identified as Exhibit A. The Exhibit A is attached to and becomes a part of the contract. Every contract must have a map showing the contract area.

The contract map generally consists of a topographic map (usually at a scale of 1 inch to 1,000 feet) showing the lands, improvements, and cutting areas comprising the contract area. It is important that the map be a reasonably accurate representation of the ground conditions and adequately portrays the contract terms. The boundaries of the contract area must be shown on the map (see illustration 17).

Section 2. Total Purchase Price.

Section 2 of the contract establishes the total purchase price which the Purchaser agrees to pay the Government for the forest products sold pursuant to the terms and conditions of the contract. The total purchase price is the amount bid by the Purchaser. It is expressed in the contract in both words and figures in the spaces provided in section 2, and must correspond to the total value in Exhibit B (see illustration 9 or 10). The purchase price must agree with information on form 5440-009, Deposit and Bid for Forest Products, which is written confirmation of the Purchaser's bid, as illustrated in H-5440-1, Conduct of Sales. A contract executed on form 5450-003/025 is a "lump-sum" contract. A "lump-sum" contract requires payment of a fixed dollar amount, regardless of the quantity of forest products involved. This contrasts to a contract on a "scale" or "unit" basis where the total payment is dependent upon a measure of the quantity of forest products actually removed.

The total purchase price may be adjusted in accordance with certain sections of the contract. These sections of the contract provide the authority to adjust the total purchase price. **There is no authority to adjust the total purchase price or Exhibit B volume because the purchaser is dissatisfied with the amount or quality of volume that they actually harvest (unless there is a failure of title; see section 6); to do so undermines the validity of the subject contract and other lump sum contracts. Additionally, there is no authority to add volume (mark additional timber) at no price; additional volume must be sold to the Purchaser at fair market value.** The discussion under the appropriate sections should be reviewed, in addition to the following:

> Under section 6, Inspection of Forest Products and Disclaimer of Warranty, part (b), adjustments would be downward if there is a failure of title to any of the forest products sold.

Under section 7, Passage of Title and Risk of Loss, adjustments would be downward in the event of forest products losses, particularly damage to forest products for which the Government bears the risk of loss.

Under section 8, Sales of Additional Forest Products, adjustments would be upward following sales (contract modifications) of additional forest products to the contract.

Under section 9, Extension of Time and Reappraisal, adjustments would be upward in the event of increase in value of the remaining forest products following reappraisal for contract extension.

Under section 19, Cost Adjustment for Physical Changes, adjustments would be downward in use of this option as a method for Government to share the Purchaser's cost of repairing major damage which occurs to required road construction prior to acceptance of the completed construction.

Under section 20, Design Change, adjustments would be either downward or upward in the event of a necessary, substantial road design change.

Under section 42, Special Provisions, adjustments would be downward in the event of delay due to check scaling by the Government when that special provision has been included in the contract.

Section 3. Payment.

43 CFR Subpart 5461-Contract Payments sets out the basic regulatory requirements for the payment provisions.

Section 3 of the contract is divided into eight subsections, all of which relate to payment for, or the manner of payment of, the total purchase price set forth in section 2 of the contract.

Section 3(a) introduces the whole of section 3 stating payment must be made prior to the cutting and removal of forest products. Section 3(a) requires that the total contract purchase price must be paid prior to the expiration of the time for cutting and removal of forest products expressed in the contract. This means that the contract, to be in good standing, must be paid in full on or before the date the contract expires. If a contract extension has been applied for and the contract duly extended, the total purchase price then becomes due prior to expiration of the contract as extended. This requirement is included in the contract to set forth a specific date during the life of the contract when the total purchase price must be paid in full. If the purchaser has a payment bond, and considering the bond represents "payment," and harvest operations finish on, or less than 30 days before the expiration of cutting and removal rights, the actual billing and payment may occur after the expiration date.

43 CFR 5461.3 requires the total purchase price to be paid prior to expiration of the time for cutting and removal under the contract. Non-payment of said is a default of the contract and 43 CFR 5450.1 identifies a purchaser who has defaulted on a contract for failure to pay by the

expiration date as a risk for purposes of being awarded future forest products sale contracts. 43 CFR 5450.1 further prescribes the possible consequences to a purchaser in default in terms of establishing bidder responsibility by additional payments or bonding in order to be awarded a new sale.

If the total of the forest products purchased is $500 or more in value, 43 CFR 5452.2 permits payment by installments. This regulatory requirement is brought forward into section 3(b) of the contract. Sales for under $500 must be paid in full prior to the time the Contracting Officer signs (approves) the contract.

Section 3(b) provides space for setting forth the amount of the minimum installment payment. This amount varies with the total value of the contract. The regulations in 43 CFR 5461.2(a) establish the minimum amount of installments based upon the value of the contract. The amount of the individual installment is expressed in both words and figures. Section 3(b) prescribes the sequence of installment payments. It specifies that the first installment must be paid on or before the date the contract is signed by the Contracting Officer. The first installment must be paid within the time provided after the Purchaser receives the contract for signature. The successful bidder is required by regulation to sign and return the contract, together with any required performance bond and payment, within a 30-day period unless additional time is provided (see 43 CFR 5450.1(b).) Failure of the successful bidder to comply with these requirements within the stipulated time may result in forfeiture of the bid deposit.

Section 3(b) provides that one-half of the first installment will be applied as payment on the total purchase price when no less than 60 percent of the total purchase price is paid, or road construction required under the contract has been completed the value of which when added to the payments made is equal to no less than 60 percent of the total purchase price. The other half of the first installment will be held to satisfy the final payment on the contract.

Section 3(b) requires that the second installment must be paid prior to the cutting or removal of any forest products sold under the contract, except as provided in Sections 3(e) and 3(f). Upon payment of the second installment, the Purchaser may cut an amount of forest products equal to that of a single installment. At that point the third installment payment is due. The installment payments continue in like manner until all payments have been made.

Installment payments according to Sec. 3(b) are due and payable without notice whenever the value of the forest products cut equals the sum of all payments not including the first installment, or half of the first installment when half of the first installment has been released as provided in section 3(b)(1). As a practical matter, however, the Authorized Officer must perform frequent inspections of the contract to assure that installment payments are timely. Exhibit B is used for determining when payments are due (see illustration 4.)

In the case of contracts with a term of 19 months or longer, no less than 20 percent of the total purchase price shall be paid by the first anniversary date. In the case of contracts with a term 27 months or longer, no less than 40 percent of the total purchase price, must be paid by the second anniversary date of the contract. The value of completed road construction, based on BLM's appraisal allowance, will be applied as credit toward these payment requirements. Note the

underlined terms several paragraphs above, i.e., "applied as payment" and "held to satisfy." The first installment is not considered payment until it is applied as payment, and as such is not consider "paid" for purposes of determining how much has been paid towards satisfying the aforementioned 20 and 40 percentages of the total purchase price.

Section 3(c) provides for reduction of the first installment to five percent of the installment amount listed in subsection (b) should the Contracting Officer request the Purchaser to interrupt or delay operations for a period expected to last more than 30 days during the operating season. Such interruption or delay must be beyond the Purchaser's control. The Purchaser must request such a reduction in writing. When the Purchaser has been notified that operations may resume, they must restore the first installment to the full value specified in subsection (b) within 15 days. Non- payment would be considered a breach of contract. No forest products may be cut or removed from the contract area until the first installment is restored.

Section 3(d) provides for adjustments in anniversary payment due dates if the Contracting Officer interrupts or delays contract operations for a period expected to last at least 30 days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchase with an equal amount of operating time prior to the beginning of the delay as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment.

Section 3(e) makes effective the provisions of 43 CFR 5451.2 and 43 CFR 5461.2(b) which permit the cutting of forest products in advance of payment of the second and subsequent installments under what is commonly referred to as the "cut-but-not-remove" bonding procedure. Section 3(e) and section 39(b) are closely related and should be studied together.

This "cut-but-not-remove" procedure established by section 3(e) is effective and beneficial in contracts where the Purchaser wishes to cut a quantity of forest products well in advance of yarding. Use of this procedure permits the Purchaser to conserve operating capital because they do not have to make installment payments to permit cutting of the forest products; instead, payments are made in advance of skidding or yarding to a loading point (refer to section 5) or removal. The Purchaser may elect to use this procedure at any time.

When the Purchaser elects to cut forest products against the bond, the Purchaser informs the Contracting Officer of the approximate amount (value) of forest products they wish to cut in advance of payment. The Purchaser must then arrange with the bonding company to increase the performance bond by that amount, in installment increments (see 43 CFR 5451.2, and use form 5460-3, Increase or Decrease Rider – Performance Bond.) For example, assume a contract with a total purchase price of $100,000, installment payments of $10,000, and a basic performance bond requirement of $20,000. If the Purchaser in this example wishes to cut forest products in advance of payment up to an amount of $40,000, it will be necessary to increase the basic performance bond by $40,000. Thus the total value of the performance bond required in this situation is $60,000. The increased bond is the Government's protection for cutting in advance of payment. Upon submission of a bond in this amount and written approval of the increased bond by the Contracting Officer, the Purchaser may cut forest products in advance of payment up

to an amount $40,000. The Purchaser may not, however, skid or yard to a loading point, or remove any of the forest products cut pursuant to this procedure, until payment has been made.

Payment for the felled forest products commences when the Purchaser decides to skid or yard, or remove, to a loading point, or remove the forest products cut under the "cut-but-not-remove" procedure. Upon payment of the second installment, the Purchaser may skid or yard to a loading point or remove forest products in an amount equal in value to the second installment. The third installment payment becomes due at this point and so on until all installment payments have been made.

The Purchaser in this example must cease cutting forest products when the value of the forest products cut in advance of payment equals $40,000, i.e., the amount of the increase in the performance bond. In order to continue cutting in advance of payment, the Purchaser must begin making installment payments or increase the bond to a greater amount. Upon payment of an installment, the Purchaser may skid or yard to a loading point or remove forest products in an amount equal to the amount paid. Payment also has the effect of advancing or reinstating the bond permitting the Purchaser to cut an additional $10,000 of forest products.

The Purchaser may revert back to the payment in advance of cutting procedure (section 3(b) of the contract) at any time during the life of the contract.

Section 3(f) provides for cutting and/or removal of forest products in advance of payment of the second or subsequent installments, up to, but not exceeding, the penal sum of a payment bond, provided in accordance with section 39(d). A payment bond, is, in effect, guaranteed cash payment for forest products cut and can therefore be thought of as cash paid in advance of cutting. A payment bond does not, however, suffice as value paid in relation to the required first and second anniversary payments. The amount of the payment bond is decided by the Purchaser. Note that the payment bond is a guarantee to pay for forest products which have been cut in advance of payment, together with related road maintenance fees, etc., up to the penal amount of the bond and that payment for the forest products cut under the payment bond is accomplished by a system of monthly billings for the forest products as it is skidded or yarded to a loading point or removed from the contract area. Billings under this section are based upon contract inspections and unit values shown on Exhibit B. Billings should include required road maintenance fees and any optional contributions.

Payment is due within 15 days of the date of billing. The maximum time lapse between the date of skidding or yarding to a loading point or removal of forest products and the date of payment for forest products could be a month plus 15 days. Under special circumstances, the Purchaser and the Contracting Officer may agree on a billing period shorter than one month.

In the event the Purchaser uses an increased cut-but-not-remove performance bond in tandem with a payment bond, the value of forest products cut under the increased performance bond must be deducted from the total value of the forest products cut in advance of payment in order to determine the value of forest products cut under the payment bond.

Section 3(g) provides for calculation of forest products values in accordance with Exhibit B for the purpose of determining when payments are due or are subject to any special bonding provisions.

Forest products values are established by Exhibit B usually on a value-per-acre basis. This precludes arguments concerning such things as value cut because of distribution of high value species in the cutting areas or "high grade" selective logging performed by the Purchaser. Exhibit B sets forth, prior to sale advertising, the computations which will be applied to the contract unit prices to determine the value per acre of subject to cutting, skidding or yarding, or removal (see Illustration 4).

Section 3(h) provides that if the time for cutting and removal specified in section 4 expires or the contract is cancelled, credit against the purchase price will be determined pursuant to section 11, which provides the process to determine the value of any forest products designated for removal and still remaining on the contract area (see discussion below for section 11). This process involves reappraisal and/or reoffer of any remaining forest products, which can take some time. Section 11 then states the Government will <u>then</u> bill the purchaser for the amount due, payable within 15 days of the demand for damages. The word "then" in the preceding sentence and in section 11 does <u>not</u> mean "immediately" upon the expiration date. First, damages must be computed.

Section 3(h) would seem to implicitly sanction non-payment of the total purchase price by the expiration date by virtue of prescribing a process to determine credit value of remaining forest products per section 11, and then bill the purchaser for the amount due. While the section 11 process will delay payment of the total purchase price during the establishment of any credit value, this does not change the fact that the Purchaser is in default of the contract by virtue of not paying the total purchase price as of the expiration, and waiting for any credit refund that might be payable for any forest products they elected to not harvest.

Section 3(i) specifies that payments are paid at a depository as designated by the Contracting Officer. Payments may be made in the form of cash, money order, bank draft, check, or electronic transfer made payable to the Department of the Interior-BLM.

Section 3(j) provides for accrual of interest on overdue payments or other charges, beginning 15 calendar days after the billing date shown on the billing form. In addition, collection of administrative handling charges, administrative penalties and penalty interest is provided if payment is not received within ninety (90) days from the date the payment was due. This provision makes it imperative that the Authorized Officer accurately prepare a determination of acreage and value cut, in accordance with Exhibit B. An accurate determination of the extent of the logging operations will preclude minor disputes concerning the amount of cutting, skidding or yarding, or removal.

<u>Section 4. Time for Cutting and Removal</u>.

Section 4 of the contract specifies when the Purchaser may commence cutting of the forest products sold under the terms and conditions of the contract and when the Purchaser's right to cut and remove forest products ceases.

Cutting of forest products may commence on the day the contract is signed by the Contracting Officer, provided payment requirements have been satisfied, and unless some provision of the contract restricts the operation dates of the contract or requires some other action by the Purchaser before cutting can proceed. For example, the contract may require the Purchaser to submit a logging plan or a fire prevention and control plan prior to cutting, or cutting may be restricted to a certain period of the year as in the case of some thinning sales. Under such circumstances, cutting and removal may not commence until some other contractual obligations have been satisfied.

The time for cutting and removal of forest products sold under the contract is measured from the date the contract is signed by the Contracting Officer. This is commonly known as the approval date. Time for cutting and removal is always expressed in months. It is not correct to specify a date in the space provided. The number of months of the contract is expressed in both words and figures, i.e., "thirty-six (36) months."

The contract allows the forest products to be cut and removed during the period specified. There is no grace period after the expiration of the time for cutting and removal within which the Purchaser can remove felled forest products. The maximum permissible time for cutting and removal is 36 months (see 43 CFR 5463.1.). Shorter contract terms may be appropriate for minimizing speculative bidding and avoidance of defaults, and to facilitate timely harvest to meet forest management objectives. This must, however, be balanced with the size and/or complexity of each sale (particularly considering any seasonal restrictions).

Contracts should be written to provide a reasonable period of time in which to complete the contract. A reasonable period of time for cutting and removal should be evaluated and determined on the basis of factors such as: actual time during which the contract will be operable in relation to size of sale, complexity of sale, amount of required road construction; special salvage problems; and critical BLM developmental timetables. Consideration must also be given to industry's need to plan and schedule timber harvest programs at least one year in advance. Sales with abbreviated time for cutting and removal are potentially disruptive of such planning efforts. Contracts written for 36 months to cut and remove will provide the Purchaser with at least three seasonal opportunities to operate. Depending on the time of year sold, contracts with abbreviated but comparable time for cutting and removal are often not comparable as to seasonal opportunity to operate.

The time for cutting and removal for a particular sale shall be specified at the time of advertising. The time for cutting and removal may be extended under certain conditions as provided by Section 9 of the contract.

Section 5. Definitions.

This section defines five terms used in the 5450-003 contract and 6 terms used in the 5450-025 contract.

Section 5(a) on the -3 and -25 contracts define "Contracting Officer" as the BLM official who would have authority to execute and delegate authority to take action in connection with this contract.

Section 5(b) on the -3 and -25 contracts define "Authorized Officer," as any employee of the BLM to whom authority has been delegated to take action in connection with this contract. This same definition appears in 43 CFR 5400.0-5 of the forest products sale regulations.

The delegations and redelegations of authority are set forth in the Departmental Manual, Part 235, and BLM Manual Section 1203. In the Departmental Manual, the Secretary delegates to the Director authorities concerned with land and resources. By the same token, the Director, BLM, uses BLM Manual 1203 to redelegate to the State Directors, District Managers, and certain other land and resource management authorities.

Section 5(c) on the -3/-25 contracts define "Timber" as all standing trees, downed trees or logs or portions thereof, which are capable of being measured in board feet.

Section 5(d) on the -25 contract defines "Wood Products" as "timber and other woody material not normally measured in board feet. Christmas trees, cones, ferns, huckleberry bushes, manzanita boughs, cactus, etc., are not measurable in board feet and therefore are not "timber or wood products"

Section 5(d) on the -3 and 5 (e) on the -25 contracts defines the term "loading point" for the purpose of determining when payment is due in accordance with section 3(e) and 3(f).

Section 5(e) on the -3 and 5 (f) on the -25 contracts define the term "Operating Season" as the time of the year in which operations of a particular type are allowed or required are normally conducted and not specifically restricted. This defines the time of year when a purchaser would be allowed to remove the products purchased under the contract. In order to operate outside of the operating season, a purchaser would be required to request and receive a waiver permitting such operations from the Contracting Officer.

Section 6. Inspection of Timber/Wood Products and Disclaimer of Warranty.

The forest products sale advertisement includes a listing of estimated sale volumes and, frequently, a breakdown of expected log grade recovery. The purpose of the Purchaser's warranty of examination and inspection, section 6(a), and the "disclaimer of warranty," section 6(b) is to preclude the Purchaser from making a claim against the Government in the event quantity, quality, or fitness of the forest products are not up to their expectations. Section 6 reinforces the "lump-sum" concept of the contract as set forth in section 2. **Even in the event of an egregious error by the Government is the cruise estimate, there is no authority to adjust the total purchase price unless there is failure of title.**

The final sentence of section 6(b) limits the Purchaser to recovery of the single stumpage value of forest products for failure of title to any forest products sold under the contract. The value is based on unit prices set forth in Exhibit B. Failure of title, a legal "term of art," as used in this contract occurs when the Government cannot produce title to forest products which has been designated for taking and included in the sale by error. For example, if trees on private property are erroneously marked by BLM employees for cutting, or contained within the cutting boundary, and such trees are included in the sale, the Government is obliged to make an adjustment in the purchase price upon submission of a claim by the Purchaser. In this sense, title to certain forest products failed because the Government did not own the forest products which it purported to sell.

Section 7. Passage of Title and Risk of Loss.

It is important to set out in the contract the precise time when title to forest products sold passes from one party to the other. Title passes from the Government to the Purchaser when the forest product has been paid for and removed from the contract area. In the case of either cut or uncut forest products sold and paid for under terms of the contract, title for a load of logs passes to the Purchaser at the precise time that the logging truck leaves the contract area. Note that Sec. 39(d) provides that a payment bond shall be considered as payment under Sec. 7 for the purpose of passing title and risk of loss. Basically, title is retained until payment is made for security purposes. This permits the Government to claim damages for or seize any logs removed from the contract area without proper payment.

The requirement that the logs must also be removed from the contract area serves to make it clear that title to any logs or other merchantable forest products left on the contract area upon the expiration of the cutting rights is retained by the Government even though the purchase price has been paid in full. The retention of title is important since such material may later be burned, re-logged, or sold as part of a separate forest products sale contract. Retention of title to logs until they have been removed may also strengthen the control which the BLM has over logging activities.

Under section 7 the issues of title and risk of loss have been separated so that the party holding the bare legal title may not be the one who must stand the risk of loss. Rather, the contract attempts to place the risk of loss on the party which has the greatest physical control of the forest products at the time of the loss. Responsibility for risk of loss for forest products sold under the contract differs depending on whether the sale is of uncut wind thrown trees and/or standing forest products, or "cut forest products," and upon the status of cutting activity.

Sales are usually composed of timber which is either standing or down but has not been severed from the stump. The risk of loss for uncut standing or down forest products is with the Government. On the other hand, the Purchaser bears the burden of loss for forest products in this category when they cut such forest products even though title to the forest products remains with the Government; except, however, the Purchaser is relieved from risk of loss from fire in forest products which they have cut if the fire is not caused by the Purchaser, their contractors, subcontractors, or other such employees. They are therefore not responsible for loss from fire caused by lightning, by a hunter or fisherman, or an escaped fire burning onto the contract area,

etc. There is no relief from risk of loss because of fire resulting from the Purchaser's actions or caused by the Purchaser's operations, whether negligent or non-negligent.

A sale of "cut timber" is a sale of logs or of trees which have been severed from the stump prior to the sale date, e.g., the sale of timber felled in trespass, yet not removed. Risk of loss for cut timber sold under the contract is borne by the party holding title and includes situations involving use of payment bonds and passing title as stated in section 39(d). If a deck of logs sold to the Purchaser is destroyed by fire before removal from the contract area, the Government must bear the loss and adjust the total purchase price accordingly.

Section 8. Sales of Additional Timber/Wood Products.

Section 8 of the contract relates to the sale of additional forest products to the contract. Additional sales are made for varying reasons. For instance, it may be necessary to widen a timbered right-of-way to facilitate the Purchaser's road construction, or to salvage reserved timber on the contract area which is windthrown during the life of the contract and harvest by the Purchaser is the only practical salvage opportunity, or impracticable in the case of a volume of 250 thousand board feet (MBF) or more.

Additional sales are negotiated sales and therefore come within the provision of 43 CFR 5402.0-6. There is no volume or value limit to additional sales provided the Contracting Officer determines that it is impracticable to offer the timber for sale competitively (see 43 CFR 5402.0-6(c)(2)). "Impracticable" does not mean inconvenient, illogical, or impractical; "impracticable" means incapable of being performed or accomplished by the means employed or at command. The test of impracticability is a relatively high bar; it means there is an impediment that is preventing the Contracting Officer from seeking competition. Note that when 43 CFR 5402.0-6(c)(2) is not applicable, the Authorized Officer must determine the negotiated sale is in the public interest, and the volume of such a sale is limited to less than 250 MBF.

The Purchaser must agree with the Contracting Officer that the additional forest products should be removed. The Contracting Officer cannot unilaterally require the Purchaser to purchase additional forest products.

The Purchaser may not cut and remove additional forest products until such time that the forest products has been properly designated by the Authorized Officer and written permission has been granted (usually in the form of an executed contract modification). The price for the additional forest products is established by the Authorized Officer in accordance with BLM prescribed procedures and the Purchaser so notified.

The value of the additional forest products is added to the total purchase price of the contract and payment for such forest products are handled in one of two methods, depending on the circumstances. Briefly, the circumstances are as follows:

a. If contract payment has not been made in full, the value of the additional forest products may be added to the total purchase price of the contract and payments must

continue until the total purchase price, including the value of the additional forest products, has been paid in full.

b. If all payments have been made, i.e., the total purchase price paid in full, payment for the additional forest products must be made prior to granting permission to cut and remove the additional forest products.

Section 9. Extension of Time and Reappraisal.

Section 9 of the contract sets forth the requirements for an extension of the time for cutting and removal of forest products sold. Occasionally, the Purchaser may anticipate they will be unable to complete cutting and removal of forest products from the contract area within the time limit specified in section 4. In that event, the Purchaser may request an extension of time. Basic authority regarding extension of contract is set forth in 43 CFR Subpart 5473.

The Purchaser must comply with two basic requirements in submitting an application for extension, as follows:

a. A written request for extension must be filed with the Contracting Officer prior to the expiration of the time for cutting and removal expressed in the contract.

b. Purchaser must show that delay in cutting and removal of forest products is due to causes beyond their control and they are not at fault or negligent in the delay.

Failure of the Purchaser to make a timely filing of an application for extension may deprive them of their rights to an otherwise valid application for extension. The regulations set forth in 43 CFR 5473.1 are unyielding in interpretation when they say that "[w]ritten requests for extension must be received prior to the expiration of the time for cutting and removal."

It is incumbent upon the Purchaser to establish that the delay for cutting and removal of forest products was due to causes beyond their control. It is the responsibility of the Contracting Officer to weigh carefully the reasons offered and arrive at a decision to either grant or deny the request. Acts of God, such as fire, wind, and flood, which prevent the Purchaser from completing the contract will, under normal circumstances, constitute a justifiable reason for granting an extension. Labor strikes, which oftentimes are beyond the control of an operator, may constitute a valid reason. In the case of the timber markets, both the regulations and Section 9 of the contract specifically state that "market fluctuations are not cause for consideration of contract extensions." Poor performance by the Purchaser is not a valid reason for extension, however, waiting to operate until the last operating season of a three-year contract is not necessarily poor performance. The rejection or approval of an application for extension must be based upon a careful evaluation of the circumstances of each and every case.

In spite of the requirement for reappraisal in 43 CFR 5473.4-1(a), per 43 CFR 5473.4 (b) provides that the Contracting Officer may grant an extension of time, not to exceed 30 days operating time, without reappraisal. No additional extensions may be granted without reappraisal.

An extension of time long enough to provide an amount of operating time equal the operating time lost may be granted, without reappraisal, when the delay was caused by an action of the Government, such as the following:

(1) Additional contract requirements incorporated in contract modifications requested by the Government;

(2) Delays necessitated by the requirements for consultation with the U. S. Fish and Wildlife Service under the Endangered Species Act;

(3) Reviews for cultural resource values;

(4) Court injunctions obtained by parties outside the contract; and/or

(5) Closure of operations, by state fire protection agencies, due to fire danger.

"Operating time" means a period of time during the operating season, and "operating season" means the time of the year in which operations of the type required to complete the contract are normally conducted in the location of the subject forest products sale, or the time of the year specified in the forest products sale contract when such operations are permitted.

Upon written request of the Purchaser, the State Director may extend a contract to harvest green timber to allow that purchaser to harvest as salvage from Federal lands timber that has been damaged by fire or other natural or man-made disaster. The duration of the extension shall not exceed that necessary to meet the salvage objectives. The State Director may also waive reappraisal for such extension.

When the Contracting Officer determines that an extension is justifiable, for any reason other than stated in (1) through (5) above, they must then reappraise the forest products remaining in the contract area. Section 7 states that title to the forest products remains with the Government until it has been paid for and removed from the contract area. Thus, all forest products remaining on the contract area, whether standing or cut, must be reappraised; forest products cut by the Purchaser are reappraised as standing forest products. The appraisal must not attempt to capture any investment of the Purchaser in falling, bucking, yarding, etc., which may enhance its value. The reappraisal must be made and completed as of the last day of the contract or as soon thereafter as is reasonably possible. Circumstances of weather, etc., may dictate some deviation from this instruction. Appraisal procedures must conform to prescribed procedures of the Bureau.

The regulations set forth in 43 CFR 5473.4-1(b) requires that "The reappraised total purchase price shall not be less than the total purchase price established by the contract or last extension." If the reappraisal indicates a value less than the total purchase price expressed in the contract the Purchaser is obliged to pay the greater amount. A reappraisal in connection with an extension application may never reduce the total purchase price of the contract.

The Contracting Officer may require the reappraised total purchase price to be paid in advance as a condition of granting an extension. Such may be the case if the values remaining to be paid are small or in the event the Contracting Officer has experienced payment difficulties with the Purchaser. Normally, however, the contract extension will permit a continuation of the payments in accordance with the provisions of the contract.

Section 10. Violations, Suspension, and Cancellation.

Section 10 sets forth the action or remedies available to the Government in the event of a violation of any of the provisions of the contract by the Purchaser. The section is divided into five subsections.

Section 10(a) permits the Contracting Officer to suspend the contract for any violation of the contract by the Purchaser. The suspension must be by written notice and must detail the violations which have occurred. Operations on the contract necessary to remedy the violations are permissible. In the event the Purchaser fails to remedy the violation within 30 days of receipt of the suspension notice, the Contracting Officer may take steps to cancel the Purchaser's rights under the contract and take such action as is necessary to recover damages suffered by the Government because of the violation. An exception to this time schedule occurs in the event of nonpayment, when due, of payment guaranteed by a payment bond. In such cases, written suspension should be issued promptly when payments due have not been received. At the same time, demand should be made upon the surety for payment. Under the provisions of the payment bond and section 10(a), the surety has 60 days after demand upon it to take whatever steps it finds necessary in order to accomplish the required payment. Cancellation action can be taken after the 60-day period if no payment is received.

The decision by the Contracting Officer to suspend a contract is a serious decision. An unjustifiable suspension can result in a claim and resulting payments to the Purchaser. Generally speaking, a contract should not be suspended until it is clearly apparent that such action is necessary to stop a contract violation. The contract should not be suspended without prior consultation with the Purchaser regarding the nature of the violation. Suspending an operation can have a serious effect on items such as the Purchaser's operating costs, the stability of their work force, or the continuity of essential log flow to a milling facility. Contract suspension is a powerful means to enforce the terms of a contract. The Contracting Officer must exercise judgment in the use of this provision and never use it indiscriminately nor arbitrarily.

It may not be necessary to suspend all operations in order to rectify the particular violation of the contract. As well, it may be beneficial to the Government to have certain operations, such as post harvest road maintenance or slash disposal proceed even though cutting operations are suspended on another cutting area. Suspensions may be issued in part.

Section 10(a) also provides for cancellation of the contract in the event of failure of the Purchaser to comply with the terms and conditions of the contract. Cancellation of a contract and recovery of damages by the Government is a specialized legal matter which requires legal counsel and such action is taken only following review and assistance by the State Director.

Contract cancellation has significance only when forest products remain to be cut and/or removed.

Section 10(a) also states clearly that a contract cancellation is a cancellation of the rights of the Purchaser. The contract obligations of the Purchaser remain when a contract is canceled.

Section 10(b) adds force to section 10(a). Section 10(b) makes it clear that the Purchaser must stop forest products cutting and removal operations when given written notice of suspension of operations.

If the Purchaser cuts and removes forest products during the period of suspension, such cutting and removal is considered a willful trespass. This is important because Federal regulations prescribe triple damages for willful trespass. The possibility of payment of triple damages is a strong deterrent to continuation of cutting and removal operations by the Purchaser during a period of suspension.

Section 10(b) also establishes a procedure for credit against the total trespass damages due the Government when there has been prior payment for the trespass forest products.

One of the most frequent contract violations is a failure to make installment payments when due before cutting or before removal under an increased bond. Most violations of this sort are short-lived and are remedied by prompt submission by the Purchaser of another installment payment. Under such circumstances, suspension of the contract is a rarity. However, there can be instances when the Purchaser habitually will not make timely payments. When aggravated cases such as this occur, the Contracting Officer has the discretion under section 10(c) of the contract to suspend the contract and to require the Purchaser to pay the entire remaining balance or any portion thereof of the contract as a condition lifting the suspension. If timely payment is not received in 15 days following billing for forest products skidded, yarded, or removed under a payment bond, then suspension and demand on the surety should be prompt.

Section 10(d) establishes the procedure whereby a suspension notice will not be issued in the event the forest products are entirely removed or the time for cutting and removal has passed and the forest products payments have not been made. In this instance, the Purchaser should be notified of the violation of the contract and demand made on the surety bond.

Section 10(e) requires the Purchaser to cooperate in the investigation of the cutting, injury, or removal of forest products reserved from cutting under the terms and conditions of the contract. If the Purchaser fails to cooperate in the investigation, the Contracting Officer may suspend any portion or all of the operation as necessary to prevent the destruction of evidence of trespass by the logging operations. Though infrequently used, the contractual protection provided by Section 10(e) may be very necessary.

Section 11. Credit Against Purchase Price.

Section 11 of the contract states to what extent a purchaser is entitled to credit against the total purchase price for forest products left on the contract area after the cutting and removal rights

have expired or the rights of the Purchaser have been canceled. The amount of the credit is limited to the total market value of the forest products as established by the Contracting Officer by reappraisal or resale, or the total value based upon contract unit prices, whichever is less.

Expired or canceled contracts upon which a significant volume of sold forest products remains should be completely reviewed prior to re-offering the same tract for sale to establish market value of the remaining forest products. Determine if significant changes in the contract terms are needed to protect the best interest of the Government. Any significant change in the contract terms would require that damages be based upon an appraisal rather than resale price. The appraisal may, however, take into consideration the resale price as one of the factors indicating market value.

The administrative costs of resale are charged to the Purchaser. Administrative costs include costs of cruise and reappraisal, other field costs, costs of advertising, clerical time, etc.

As an illustration of this procedure, assume a purchaser was awarded a forest products sale contract for a total purchase price of $100,000 and paid the sale deposit of $10,000. The Purchaser allowed their cutting and removal rights to expire without cutting any forest products. The Purchaser then owes the Government $100,000 less any credit for the payments. Upon resale by the Government, the forest products sold for $65,000, and the costs of resale were $1,000. The Purchaser would be granted a credit of $65,000 for the value of the remaining forest products less the resale costs of $1,000, plus $10,000 for the sale deposit, resulting in a net credit of $74,000. Thus, rather than being assessed the full $100,000 contract price, the Purchaser would owe only $26,000, representing the difference between $100,000 and $74,000. Demand is made upon the Purchaser and surety for the amount of these damages.

The Government is entitled to retain all monies paid on a defaulted contract until such time as the amount of damages has been determined. The Government is then entitled to retain only that amount which makes it whole; it is not entitled to retain both the remaining forest products and payments on the purchase price which are in excess of its damages. When the total market value of remaining forest products exceeds the amount due on the contract, the defaulting purchaser receives credit only for the amount due. The Purchaser is not permitted a profit as a consequence of the contract default.

As an illustration, assume the same circumstances as shown in the preceding paragraph except that the remaining forest products sold for $110,000 rather than $65,000. The Purchaser would be granted a credit of $100,000 for the value of the remaining forest products less the resale costs of $1,000, plus $10,000 for the sale deposit, resulting in a net credit of $109,000. Since this is more than the total contract purchase price, the Purchaser would be given a refund of $9,000, thus making the Government whole.

Section 12. Hold Harmless and Responsibility for Damages to the Government.

Section 12 establishes that the Purchaser will hold the Government harmless from any claim for damage, loss, injury or death. Further, the Purchaser is liable for damage suffered, cost or expense incurred by the Government by reason of breach of contract or wrongful or negligent

acts. The provision also requires the Purchaser to pay to the Government, on written demand, for such damage, cost or expense. Frequently, the Purchaser repairs the damage rather than making a payment for the damage incurred.

For example, the Purchaser may be negligent or derelict in the performance of their road maintenance responsibilities required by the contract and such negligence leads to a failure in the road. The Purchaser is responsible for such damage. The Purchaser must repair the road or must pay the Government for the damages and/or its costs to do the repair work. Another case might involve road construction which appears to meet contract requirements until a road failure reveals that related construction practices were, in actuality, wrongful or negligent. Under such circumstances, the Purchaser will be liable for the damages and repair costs even though the Contracting Officer may have accepted the construction in accordance with section 18.

Significantly, the action leading to the damage must be by a breach of contract or wrongful or negligent act of the Purchaser, their contractors or subcontractors, or the employees of any of these.

Section 13. Timber/Wood Products Trespass.

Section 13 makes the Purchaser, their contractors, subcontractors, or employees of any of them, responsible for trespass damages if they cut, injure, or remove any forest products other than that which has been sold under the terms of the contract. The provision states that damage for forest products trespass will be assessed in accordance with applicable law. The measure of damages is prescribed in 43 CFR 9239.1-3. Damages are to be paid by the Purchaser upon written demand by the Contracting Officer.

This provision is not limited in application to forest products trespass which occurs on the contract area, but may be applied to enforce payment for forest products trespass damages which occur off the contract area and in connection with operations under the contract. In the event a purchaser fails to pay demand for punitive damages, the case should be reviewed by the Regional Solicitor before making demand on the surety for the performance bond.

It is not practical to list all reserved other vegetative resources by species in section 41, therefore, all other vegetative resources are generically reserved except those included in Exhibit B. This would “set up” the Purchaser to injure reserved other vegetative resources in the course of normal harvest operations. Hence, the last sentence of section 13 establishes that such incidental injury is not considered to be a trespass.

Section 14. Protection of Roads, Utilities and Improvements.

Section 14 requires protection by the Purchaser of roads, utilities and improvements on the contract area during the course of any operations, and includes the protection of transmission lines, roads, trails, ditches, etc. Protection of roads, utilities and improvements is not limited to Government-owned roads, utilities and improvements, but includes private ownership as well. The provision states that damage to roads, utilities and improvements shall be promptly paid for or repaired by the Purchaser. Normally, damage to privately owned utilities is repaired by their

owners and damages assessed the Purchaser. Damage to Government-owned improvements are generally repaired by the Purchaser to the satisfaction of the Authorized Officer.

This provision is broad enough to cover most improvements. However, if an improvement requires special protection, it should be covered by special instructions under section 42, and the location shown on Exhibit A.

Section 15. Fire Prevention and Slash Disposal.

Section 15 is the basic provision of the contract relating to fire prevention and fire suppression on the contract area and other adjacent Government lands or Government lands used or traversed by the Purchaser in connection with operations under the contract. It places a direct responsibility upon the Purchaser to abide by applicable laws and regulations relating to fire prevention and suppression. In the absence of Federal laws or regulations specific to fire, the Purchaser must abide by the laws of the State within which the lands to be protected are located. In addition, the Authorized Officer may require the Purchaser to provide additional fire prevention or control measures at any time during the life of the contract when conditions for fire are hazardous and special precautions are necessary.

Section 15 requires disposal of logging slash in accordance with a plan approved by the Authorized Officer. The Authorized Officer must plan for and direct slash disposal in a manner which is consistent with the forest management objectives of the BLM as well as established air quality rules and regulations.

Since section 15 covers fire prevention and suppression and slash disposal broadly, it is usually necessary to add special provisions under section 42 to accomplish specific requirements. For example, when State laws or rules do not meet minimum BLM requirements for fire equipment, the necessary equipment must be required under section 42, or when special slash disposal methods are to be used, they must be set forth under section 42. There may be applicable State law and requirements for fire prevention. There requirements can be repeated in the contract for the convenience of both parties.

Section 16. Construction, Use and Maintenance of Roads and Facilities.

Section 16 relates to the construction or use of roads and facilities not otherwise covered by the contract. The provision permits the Purchaser, subject to written approval by the Contracting Officer, to use roads in existence, the use of which is not otherwise authorized by the contract. The Purchaser may also construct roads, subject to the written approval of the Contracting Officer, which are necessary to their logging operation. Section 16(a) should be used to control the amount, location, and standards of purchaser-proposed roads. This provision gives the Purchaser an opportunity to request use of alternate road systems for transportation of forest products sold, and is often used for approval of temporary spur road construction when needed. Primary road use and construction requirements must be covered in section 42.

Section 16(b) establishes the Purchaser's responsibility for maintenance or repair of the roads they use under the terms of the contract. Standards for required purchaser maintenance must be

stated in section 42. The Purchaser's maintenance responsibility begins at commencement of operations and ends at completion of operations, except for slash disposal. The Purchaser is not relieved of their slash disposal activity, or for maintenance and repair responsibility, during shut down periods occurring between operating periods. The Purchaser's maintenance and repair responsibility spans the time of total operations on the contract (not limited by the date of expiration of cutting and removal rights). They should not be relieved of such responsibility for road segments or for roads in completed portions of the total contract area. The Purchaser is not, however, responsible for repair of wear or damage when caused by third-party users or when the required maintenance exceeds the standards established under section 42.

After the contract is approved, situations may arise where the Bureau is responsible for performance of certain road maintenance or repairs rather than the Purchaser. When appropriated funds are not available, the Contracting Officer may accomplish this work through the Purchaser by modification of the contract and reduction of the total purchase price. If the contract has been paid in full, a refund may be made in accordance with Manual Section 1374. If the maintenance or repair costs are excessive, as compared to the value of the road to the Government for administrative and/or public access, the Contracting Officer should consider the feasibility of cancellation of the contract.

Section 17. Limitations of Road Use.

Section 17 imposes limitations on the Purchaser's right to use existing roads described in section 42 or new roads to be constructed pursuant to the terms of section 42.

Section 17(a) limits the Purchaser's use of existing roads or roads constructed under the terms of the contract to the removal of forest products sold and the hauling of mineral materials under the contract. The Purchaser may not haul private timber over these roads in connection with operations under the contract. The Purchaser does have a right to use such roads for the removal of private timber when a right-of-way has been granted pursuant to 43 CFR Group 2800.

Section 17(b) allows the Authorized Officer the discretion to require the Purchaser to discontinue use of roads described in the contract when such continued use will cause excessive damage to the roads. For instance, hauling heavy loads of logs over a road subjected to alternate freezing and thawing in the early spring can cause very serious damage to the road. Under such circumstances the Authorized Officer may wish to terminate use of the road until the conditions for use improve. Other types of weather conditions may require similar action. The contract requires that the Contracting Officer issue a written notice to the Purchaser when use of a road is to be discontinued. Here again, good practice suggests that the Authorized Officer discuss the matter thoroughly with the Purchaser before taking action.

Section 18. Acceptance of Road Construction.

Section 18(a) provides that the Purchaser will be granted written acceptance of road construction required by the contract upon its completion to the satisfaction of the Contracting Officer. Acceptance can be granted on logical segments of a road versus the entire road. When written acceptance is given the Purchaser, it serves to release them from further duty or liability for the

construction or reconstruction of the road. For example, if upon completion of a road by the Purchaser and acceptance of the construction by the Contracting Officer, a flood, or landslide, or other natural phenomenon destroys the road, the Purchaser is not required to rebuild the road or restore it to usable condition at their expense. Rather, the Government stands the loss.

There is an exception to the release from liability for construction and this is tied directly to section 12 of the contract. If the failure of the road is due to a breach of contract or the wrongful or negligent acts of the Purchaser, their contractors, subcontractors, or the employees of any of them, the release from liability is of no effect and the Purchaser is required to pay for or repair the damage.

Section 18(a) should be applied as follows: When the Purchaser has completed road construction pursuant to the terms of the contract, they so advise the Authorized Officer in writing. Upon receipt of the written notification, the Authorized Officer must promptly inspect the road. If road construction meets the contract requirements and is satisfactory to the Contracting Officer, they provide the Purchaser with a written notice of acceptance. If road construction is unsatisfactory, the Authorized Officer must point out the deficiencies to the Purchaser. When deficiencies have been corrected, the Purchaser must again notify the Authorized Officer in writing and request an inspection.

Section 18(b) requires that the Purchaser remain responsible for the maintenance of accepted roads in accordance with the provision of Sections 16 and 42 of the contract. Maintenance of roads constructed under the terms of the contract must be spelled out in section 42.

Section 19. Cost Adjustment for Physical Changes.

Section 19 prescribes dollar levels for BLM sharing in the cost to repair major physical damages, due to a single event, which occur on a road being constructed, but prior to its acceptance by BLM. The Purchaser, therefore, does not have the full responsibility for repair of road damages occurring before acceptance of the road construction. The Disaster Relief Act of 1970 (Public Law 93-288) and 43 CFR 1815.1-1 provides for relief in the event of damage due to a major disaster, as determined by the President. Section 19 brings the concept of the Disaster Relief Act into the contract by providing Government sharing in the cost of repair of major physical changes due to a single event such as a local flood, intense rainstorm, a mass soil movement, or a large fire. An event can be local in nature and cost sharing can follow without a "major disaster" determination by the President.

The Government has three options for meeting its share cost of the additional work: reduction of the purchase price through contract modification, or payment of the cost to the Purchaser, or performing its share of the work.

There must be advance approval by the Contracting Officer for the additional work or the Purchaser will not be eligible for cost adjustment.

In the event the Government's share would be so great as to not be economically justifiable, the contract should be reviewed with the State Director. 43 CFR 1815.1-1(b) provides that where

the damages are so great that restoration, reconstruction, or construction is not practical under this cost-sharing arrangement, the Contracting Officer may cancel the contract notwithstanding any provisions thereof.

Under normal circumstances, the preferred method is adjustment of the total purchase price via a contract modification. If the contract has been paid in full, a refund may be made in accordance with Manual Section 1374.

Section 20. Design Change.

This section establishes a procedure for accomplishing necessary design changes in contract construction or improvement requirements for roads, road structures (culverts, etc.), or bridges. A design change costing $2,000 or more is considered to be a change of substantial nature and the cost (including the first $2,000) will be borne entirely by the Government. Agreement must be reached between the Purchaser and the Contracting Officer concerning the changed conditions, the remedy, and related costs prior to effecting the change or the Contracting Officer must determine that the change is necessary and direct the Purchaser to make the change. This provision could be utilized to remedy gross design errors, but can be even more important as a procedure for remedy of unanticipated environmental complications.

A design change can result in an increase or decrease in the purchase price, and cause more or less work than originally planned in the contract. If the contract has been paid in full, a refund may be made in accordance with Manual Section 1374.

Section 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser.

Section 21 of the contract establishes the Purchaser's responsibility for completing work required by the contract even though their right to cut and remove forest products as specified in section 4 and their right to remove personal property as specified in section 40 have expired. Also, all provisions of the contract for the benefit and protection of the Government and third parties remain in effect until the contract is terminated by the Government.

For example, slash disposal may carry over for several years for any number of reasons. If during the slash burning the fire should escape and destroy power poles of a privately owned transmission line in the contract area, the provisions of section 14 would still apply.

The Purchaser cannot escape performance for the benefit or protection of the Government and third parties by permitting their rights to expire. A contract should not be terminated by the Contracting Officer until all obligations of the Purchaser to either the Government or third parties have been performed.

Section 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees.

The Purchaser must protect all survey monuments, corners, and bearing trees during their operations on the contract area. If damaged or destroyed, the Purchaser must hire an appropriate surveyor to reestablish, restore, or replace the corners, bearing trees, etc., using official Survey of Public Lands procedures. During sale preparation, BLM must identify the various survey corners, bearing trees, etc., located on the contract area and should note such information on Exhibit A. Any special protective measures needed should be included in section 42.

Section 23. Protection of Cultural Resources.

The Purchaser must cease operation if they become aware of the presence of any cultural resources and notify the Authorized Officer of such. Protection of said cultural resources may necessitate a modification of cutting area boundaries, and/ or the volume and value in Exhibit B. A change in harvest method may provide the necessary protection. The Contracting Officer must notify the Purchaser in writing what protection measures may be necessary and when operations can resume. Any cultural resource known to be on the contract area during sale preparation should be identified on Exhibit A. Any special protective measures needed should be included in section 42.

Section 24. Purchaser's Representative.

Section 24 states that the Purchaser is required to designate a representative who will be on the contract area when operations are in progress and shall authorize them to receive instructions from the Authorized Officer.

It is the exception rather than the rule when the Purchaser is personally active on the contract area other than on an occasional basis. Usually, business interests divide their time, and visits to the contract area are sporadic, or they subcontract the logging and construction to some other entity. To properly administer a forest products sale contract, the Authorized Officer must have available a representative of the Purchaser on the contract area to talk about the contract and receive instructions. The Authorized Officer must not be faced with the situation of searching for the Purchaser. The Authorized Officer must be able to talk to a person on the ground with some assurance that instructions will be followed or reported to the Purchaser.

At the outset of the contract, the Contracting Officer should request the Purchaser to identify the individual who will act in the capacity of the Purchaser's representative. This must be designated in writing.

Section 25. Simultaneous Use of Contract Area by Others.

Section 25 of the contract permits the simultaneous use of the contract area by others if the Authorized Officer determines that such use will not seriously interfere with the operations of the Purchaser. This means that the Authorized Officer can issue a permit, lease, or contract to another party for some purpose covering all or part of a forest products sale contract area. For example, the contract area may include lands suitable for grazing. If grazing of the contract area will not seriously interfere with the Purchaser's logging operations, the Authorized Officer may include the lands within the contract area in a grazing lease.

Simultaneous use of the same area for competing uses is not encouraged. Forest products sales contracts are of relatively short duration. Therefore, it may be best to delay issuance of any lease, permit, or contract for competing uses until the forest products sale contract is terminated.

Section 26. Watershed Protection: Water Quality, Erosion Control, and Soil Damage.

Section 26(a) specifically requires the Purchaser to comply with applicable State and Federal laws and regulations pertaining to water quality. In sale layout and contract preparation it is imperative that we do not force the Purchaser into an untenable position where they would violate State or Federal law to comply with contract requirements. Special contract provisions for timing of road and bridge construction, culvert installation, and logging are essential in critical situations involving water quality standards. Close coordination with proper State or Federal officials will be necessary during planning for operations which will cause temporary water quality degradation.

Section 26(b) requires the Purchaser to take every reasonable precaution not to pollute. The determination of what is or is not reasonable is a judgment factor and must be decided on a case-by-case basis. This section also enables the Government to enforce correction of pollution conditions off the contract area resulting from the Purchaser's operations. When such damage occurs on other than BLM-administered lands, the administering agency or landowner must be contacted prior to taking corrective action.

Section 26(c) requires the Purchaser to take every reasonable measure to minimize erosion and soil damage and provides discontinue any operations, upon receipt of written notice from the Contracting Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. It specifically states that construction of water bars on yarding roads and spur roads is a reasonable precaution.

Section 26 is the basic contract provision relating to stream clearance and water bar construction. Use special provisions in section 42 to deal with unusual problems which are anticipated.

Section 27: Refuse Control and Disposition of Waste Materials.

Section 27 provides for control of the disposal method and approval of the disposal site for refuse, etc. The Authorized Officer cannot prescribe disposal sites on lands controlled by others. Special emphasis is placed on the prevention of pollution of a watercourse or waterway during the disposal process. Disposal should be timely. Refuse should not be allowed to accumulate until the end of operations.

Section 28: Storage and Handling of Hazardous Materials.

Section 28 requires action for protection of the environment. Toxic or volatile materials which are stored must be suitably contained and located so as to avoid contamination of water in the event of spillage. If a suitable storage location is not available, the stored material must be

located within suitable containment dikes. Storage requirements under this provision will not be interpreted to apply to trucks or logging equipment because of their fuel tanks.

There may be State requirements for hazardous material spill prevention and/or abatement including equipment the Purchaser is required to have at the work site or in transit (the hauling of logs). It is important to be aware of these requirements and inform the State if there are apparent violations. There may be issues of Government (as the landowner) liability issues if clean-up operations do not proceed expeditiously and/or effectively. It may be prudent to repeat any appropriate state requirements in section 42.

Section 29: Safety and Health.

Section 29 requires the Purchaser to conduct their operations in accordance with applicable laws, codes, and regulations regarding safety, health, and sanitation. For example, the Purchaser must comply with existing safety requirements for the control, storage, and handling of blasting materials and industrial chemicals. The Purchaser will also be required to comply with State safety codes during operations.

Logging operations present certain hazards, both from the size and type of equipment being used and the nature of the product being removed. Safety relates to the well-being of all people who have occasion to be on the contract area: the Purchaser, their employees, the public, and Government employees.

Section 30: Equal Opportunity.

Section 30 is an important aspect of the contract. The Contracting Officer is required to furnish the Purchaser with certain forms and notices to facilitate their compliance. The Contracting Officer and designated representatives should be generally familiar with Executive Order No. 11246, dated September 24, 1965, as amended. Finally, the Authorized Officer must be alert to instances of noncompliance by the Purchaser with the provisions of Executive Order No. 11246 as they apply to forest products sale contracts.

Section 31: Records and Reports.

This section is the authority for the Contracting Officer to request certain reports from the Purchaser. The type of information, which the Purchaser is required to furnish, is self-explanatory.

Section 32: Unsatisfactory Bond.

Section 32 of the contract permits the Contracting Officer to require the Purchaser to furnish a new performance or payment bond whenever any prior bond furnished to them becomes unsatisfactory.

Unsatisfactory bonds are usually associated with the termination of a "Certificate of Authority as Acceptable Surety on Federal Bonds" issued by the U.S. Department of the Treasury to acceptable surety companies.

Section 33: Assignments.

An assignment is the transfer of rights and responsibilities from one person or firm to another. A contract executed on form 5450-003 or -25 may be assigned from the Purchaser to another party. Section 33 of the contract sets forth the requirements which govern an assignment. Basic authority for assignment of forest products sale contracts is found in 43 CFR Subpart 5474.

Section 33(a) specifies that an assignment may not be made without the written approval of the Contracting Officer. This requirement permits the Contracting Officer to screen the assignee to determine their qualifications. The Contracting Officer should not approve assignment to an assignee who will not qualify as an original purchaser. Qualification of bidders and purchasers are set forth in H-5450-1, Award of Contract. Section 32(a) also stipulates that an assignment shall contain all the terms and conditions agreed upon by the parties involved. Use of BLM's standard assignment form ensures identification of all appropriate terms and conditions.

Section 33(b) sets forth certain criteria for consideration of the Contracting Officer in evaluating an assignee. The assignee must be authorized to transact business in the State in which the forest products are located. This has practical application in the case of a corporation. The Contracting Officer may require the assignee to submit such information as is necessary in order to judge their ability to perform the contract. This may require filing by the assignee of a financial statement, partnership agreements, corporate documents, etc., as the case may be. The assignee is also required to furnish a performance bond, as required by section 39, or a commitment from the previous surety to be bound by the assignment, in order for the assignment to be approved by the Contracting Officer.

A general condition of the assignment as stated in 43 CFR Subpart 5474.1(b) is that the assignor is released from any further liability under the contract. The assignee is entitled to all the rights and subject to all the obligations under the contract.

Section 34: Contingent Fees.

Section 34 of the contract contains language required by law to be in a Government contract.

If the Contracting Officer learns of a misrepresentation, violation, or breach under this provision, the State Director and Regional Solicitor should be so advised.

Section 35: Successors in Interest.

Section 35 ensures that all obligations of the contract shall be binding upon successors in interest, and that the benefits will extend to such successors.

Section 36: Exercise of Rights or Duties of the Authorized Officer.

Section 36 of the contract permits the Contracting Officer to designate a representative or representatives (Authorized Officers) to exercise the Government's rights or duties under the contract.

Section 5 defined the Contracting Officer the BLM official who would have authority to execute this contract or delegate authority to act in connection with this contract. This official is, almost without exception, the District Manager or Field Manager in matters involving forest products sales.

As a practical matter it would be difficult, if not impossible, for a District or Area Manager to personally carry out the details attendant to proper administration of a forest products sale contract. The District Manager or Field Manager must be able to designate representatives oversee the contract. The designated representative of the Contracting Officer should be identified in writing to the Purchaser, typically in the letter conveying the approved contract to the Purchaser and later if there are any changes.

As a matter of policy, the exercise of the rights or duties by the designated representative is limited to supervisory functions and routine administrative matters. The Contracting Officer cannot delegate their signing authority, as such, and they must sign all major actions under the contract. Examples of major actions are contract modifications, suspension notices, demands for damages, approval of assignments, temporary waives of seasonal restrictions, and contract extensions.

Section 37: Officials Not To Benefit.

Section 37 is included in the contract as a matter of law. In effect, it prohibits any member of, or delegate to, Congress, or Resident Commissioner, or officer, agent, or employee of the Department of the Interior from profiting from the contract in any way. This provision is self-serving and the Contracting Officer does not have a primary administrative function in its enforcement. Violation of the provision will in all probability be brought to the attention of the Contracting Officer by an investigative agency of the Government.

Section 38: Disputes.

The Purchaser has the right to file a claim, as stated in section 38 of the contract, relating to any dispute which may arise under the contract. Such claims are subject to the Contract Disputes Act of 1978.

The Contracting Officer is responsible for administering contract disputes. Contracting Officers should refer to H-5460-1 - Sales Administration for processing claims and rendering claim decisions under the Act. Instructions for responding to receipt of administrative appeal filed under 43 CFR Part 4, Subpart C, and preparing appeal file are found under H-5460-1.

Section 39: Bond.

Section 39 of the contract is divided into four subsections as follows:

(a) States the amount of the performance bond required by the contract.

(b) Provides for increasing the performance bond to ensure payment in the event of cutting, but not skidding or yarding to a loading point or removal, before payment.

(c) Provides for reduction in the performance bond as contractual items are completed, forfeiture of the performance bond for failure to perform, and cancellation of the bond upon satisfactory performance of the contract.

(d) Provides for a payment bond to guarantee payment after cutting and/or removal of forest products.

It is important to note that the Purchaser can elect to use any or all of the bonding opportunities provided by Sections 39(b) and 39(d) of a contract.

Acceptable performance bonds are:

a. Bond of a corporate surety.
b. Personal surety bond.
c. Cash bond (cash, cashier's or certified checks are acceptable; personal checks are not acceptable).
d. Negotiable Securities of the United States.
e. Any guaranteed remittance approved by the Contracting Officer.

The types of bonds acceptable as payment bonds are:

a. Bond of a corporate surety.
b. Negotiable Securities of the United States.
c. Any guaranteed remittance approved by the Contracting Officer.

(NOTE: All of the above bonds must be executed on an approved form.)

Space is provided in section 39(a) for entry of the amount of the performance bond required for a contract. The minimum performance bond requirements, as set forth in 43 CFR 5451.1, are as follows:

a. A performance bond of not less than 20 percent of the total purchase price, but not more than $500,000 is required for all contracts of $2,500 or more. A performance bond can exceed $500,000 when increased to permit cutting in advance of payment.

b. A performance bond of not less than $500 is required for all installment contracts less than $2,500.

c. For cash sales under $2,500, the requirement of a performance bond is discretionary with the Contracting Officer.

The amount of the performance bond is expressed in both words and figures in section 39(a). The general practice when computing the amount of the bond under a., above, is to increase the computed figure to the next highest $100. For example, a bond computed to be $8,710.50 would be raised to $8,800.

It should be noted that the amount of the required performance bond as set forth in the performance bond regulations and BLM Manual is a minimum requirement. The Contracting Officer may require a performance bond in a greater amount if such action is necessary to fully protect the interests of the Government.

Section 39(b) states the requirements of a performance bond increase if the Purchaser elects to cut forest products, but not skid or yard to a loading point or remove from the contract area, before payment of the first or subsequent installments. The bond must be increased in amounts equal to one or more installments and must be approved in writing by the Contracting Officer prior to cutting any forest products under the adjusted bond. The five types of bonds acceptable as a performance bond are also proper for this increase bond. When a corporate surety is used, the increase bond rider must be with the same surety. Bureau forms for bond increase riders should be used for this purpose.

When the Purchaser increases their performance bond as described above, they do so in amounts equal to one or more installments as set forth in section 3(b). This is a requirement established in 43 CFR 5451.2. For example, a purchaser having $10,000 minimum installments and wishing to cut about $36,000 worth of forest products in advance of payment would be required to increase their performance bond by at least $40,000. No forest products may be skidded or yarded to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of subsection 3(e), would otherwise be due under the provisions of subsection 3(b).

There is no limit to the amount of performance bond increase which the Purchaser may elect under section 39(b). The Purchaser can elect to cut 100 percent of the forest products sold before skidding or yarding to a loading point or removal from the contract area by increasing the performance bond in installment increments sufficient to equal or exceed the total purchase price. Refer to discussion under section 3 concerning deferred payment for cutting prior to skidding or yarding to a loading point or removal of forest products from the contract area.

Section 39(c) is concerned with several administrative matters involving the performance bond. This subsection provides for the bond to be reduced to 10 percent of the total purchase price when 60 percent of the total purchase price is paid or road construction required under the contract is completed, the value of which when combined with contract payments equals 60 percent of the total purchase price. In no case will the amount of the bond be lowered below the appraised cost of uncompleted post-harvest requirements of the contract. This subsection also permits the Contracting Officer to reduce the bond required by section 39(a) when contract requirements are completed to the satisfaction of the Contracting Officer. The reduction, if any,

is not automatic and must be requested by the Purchaser. Further, no reduction below 10 percent of the total purchase price or the cost of uncompleted postharvest requirements is permitted until the total purchase price has been paid. Section 39(c) has a space provided where the amounts of the minimum bond as required by regulation until the 60 percent completion point is reached and minimum bond required until the total purchase price is paid are entered. Here again, the amount of the bond entered in the space provided is expressed in both words and figures. The amount of the bond expressed in section 39(a) and section 39(c) will be the same when only a minimum bond is required of the Purchaser.

Section 39(c) also provides that the Contracting Officer will determine damages in default situations and that the performance bond will be forfeited to such amount. Also, section 39(c) stipulates that in the event the amount of the performance bond is inadequate to pay the damages determined by the Contracting Officer, the Purchaser will pay the excess amount.

Finally, section 39(c) provides that upon satisfactory performance of the contract, the bond shall be canceled and any cash or negotiable securities deposited in lieu of a performance bond shall be returned to the Purchaser.

Section 39(d) provides for use of a payment bond to guarantee payment for forest products which the Purchaser elects to either cut (payment not assured by cut-but-not-remove increased performance bond), cut and remove, or remove (forest products already cut). Payment bonds must be in an amount equal to one or more installments and approved in writing by the Contracting Officer before cutting or removal of any forest products covered by the payment bond. Section 39(d) does not stipulate minimum or maximum payment bond amounts as long as the bond is in the amount of one or more installments. Remember that the Purchaser can use both the cut-but-not-remove increased performance bond and a payment bond on the same contract. For payment bonds to be most useful to the Purchaser in maintaining a continuous operation, the total amount of the bond should be sufficient to cover their planned monthly rate of cutting in relation to their anticipated rate of removal and the time lapse for submission of payments. Otherwise, if cutting exceeds the value of the payment bond, the operation must be suspended pending receipt of proper installment payment in accordance with section 3(b).

If forest products cutting and skidding or yarding to a loading point or removal of forest products from the contract area is to be accomplished as a continuous and nearly simultaneous operation, the amount of the payment bond should be at least twice the value of the forest products to be cut in one month. When operations on a contract cease for 60 days or more, the amount of a payment bond can be reduced to the value of forest products actually cut.

The blanket payment bond form provides the Purchaser with the opportunity to place more than one of their contracts under the payment bond at one time in one District. Contracts may be added, by amendment, to the list on the bond form upon written application from the Purchaser to the Contracting Officer and subsequent approval by the Contracting Officer together with written notification by them to the surety of such addition. The Contracting Officer must remove contracts from the list after written request from the Purchaser and when security for payment under the bond is no longer needed for that particular contract.

When more than one contract is covered by a blanket payment bond, the minimum penal amount of the bond must cover the total of the minimum installments required by individual contracts. Similarly, the sum of the value of cutting prior to payment on all contracts covered under one bond cannot exceed the minimum penal amount of the bond. For contract administration purposes, a contract should not be added to a blanket payment bond until the Purchaser's rate of cutting and removal can be predicted with reasonable accuracy. This can best be done just before operations begin or when the Purchaser's logging plan is submitted for review and approval. Contracts may be added to the bond at any time during the life of the contract.

Payments secured under the payment bond also include related road maintenance fees.

The blanket payment bond form also contains specific provisions, in terms of timing, for cancellation of the bond, except for the liabilities which precede the effective date of the cancellation.

Section 40: Time for Removal of Personal Property.

Section 40 specifies the time limits within which the Purchaser must remove their personal property from the contract area. This time commences with the expiration of the time for cutting and removal of forest products as expressed in section 4 of the contract and continues for a specified period of time. The period, expressed in months, is entered in the blank provided in the section. By policy, the minimum time allowed for removal of personal property is 1 month and the maximum period is 12 months. As is the case with the amount of time permitted for cutting and removal of forest products sold under the contract, the Contracting Officer sets the limits for removal of personal property based upon the circumstances of the particular contract. Section 39 provides that the Contracting Officer may grant up to 3 additional months for removal of personal property when deemed appropriate to do so.

Personal property is defined in section 40 as "equipment, improvements, or other personal property." Logs are not personal property within the meaning of this contract and may not be removed during this period. Road surfacing, culverts, bridges, etc., which the Purchaser places on the contract area and which becomes a permanent part of the property are not considered personal property. Logging equipment, portable sawmills, and sanitary facilities are examples of personal property.

Section 40 provides that equipment, improvements, or other personal property remaining on the contract area at the expiration of the period for removal or extension thereof, becomes the property of the Government. Since disabled logging equipment, steel cable, etc., might be abandoned by the Purchaser on the contract area, it is desirable to provide at least three months for removal of personal property, thereby ensuring adequate time to enforce purchaser removal of such refuse in accordance with section 27, or compensation to the Government for the cost of such disposal in accordance with section 12.

Abandoned or unclaimed property found on the contract area must be processed and disposed of in accordance with BLM policy and State Statutes and Regulations. State or local authorities should be contacted first before any actions are taken.

Section 41: Timber/Wood Products Reserved From Cutting.

Section 1 of the contract specifies that the Government sells to the Purchaser and the Purchaser buys from the Government all forest products on the contract area except that forest products which is reserved by the Government under section 41. Forest products to be reserved from cutting and retained as the property of the Government must be adequately and properly described in the space provided in section 41. The importance of this provision can be well understood when it is realized that the Purchaser may cut and remove any and all forest products on the contract area which is not otherwise reserved by the Government. On the other hand, forest products which has been sold and are intended to be cut should not be inadvertently reserved in section 41.

It is not practical to list all reserved other vegetative resources by species in section 41, therefore, all other vegetative resources are generically reserved except those included in Exhibit B.

Forest products reservation stipulations to cover varying field conditions are set forth in appendix 4. Foresters must accurately translate field conditions (markings or reservations) using appropriate contract language and map symbols.

Section 42: Special Provisions.

Special provisions of the contract which are needed for a particular purpose are set forth in section 42. Special provisions should be included to lend clarity and detail when the standard provisions (Sections 1 through 41) will not properly cover the situation. Special provisions which contradict the standard provisions should not be included in the contract.

Forms 5450-3 and -25, have been developed over a period of years, utilizing the best experience and knowledge of Bureau personnel. They are balanced instruments suitable for use at the District level by foresters. The contract forms have been developed so that each contract made and entered into does not require legal review prior to execution. In the choice of special provisions, it is important not to upset the balance of the contract and thereby destroy the utility of the form. Special provisions to cover varying field conditions are set forth in appendix 5.

New special provisions proposed by a District must receive approval by the Field or Regional Solicitor prior to use in a contract.

Section 43: Execution of the Contract.

The successful bidder, on auction sales, must sign and return the contract within 30 days after receiving it, together with the bonds and payment as required, unless an extension of time is allowed.

Commitment to the terms and conditions of the contract is complete (fully executed contract) upon submission of the required bond and payment by the Purchaser and signature by the Purchaser and the Contracting Officer.

Appendix 4

Timber and Area Reservation Provisions
Provision IR-1 to IR-14

Timber and Area Reservation Provisions

The timber reservation provisions presented here have been developed and approved for use with Form 5450-3/25, Contract For The Sale Of Timber-Lump Sum Sale, and Form 5450-4/26, Contract For The Sale Of Timber-Scale Sale. However, the provisions may also be used with the other contract forms described in Section VI of this handbook.

The provisions relate to area reservations (AR-) and to individual tree reservations (IR-). The provisions are to be used as written with insertion of appropriate language within the parenthetical enclosures. Each provision is followed by instructions for use and an example of proper use. Situations which require timber reserve clauses other than those presented herein must be approved by the State Director prior to use.

PROVISION AR-1: All timber on the reserve area(s) shown on Exhibit A and all (describe how boundary trees are marked) trees which are on or mark the boundaries of the reserve area(s).

INSTRUCTIONS: Use AR-1 to reserve from cutting all timber on a designated area or areas.

EXAMPLE OF USE: All timber on the reserve area shown on Exhibit A and all blazed, painted, or posted trees which are on or mark the boundaries of the reserve area.

PROVISION AR-2: All timber on the reserve area(s) shown on Exhibit A and all (blazed, painted, or posted) trees which are on or mark the boundaries of the reserve area(s), except approximately (specify number of trees by kind or species) marked for cutting heretofore by the Government with (describe how trees are marked) in (give location) shown on Exhibit A.

INSTRUCTIONS: Use AR-2 to permit the cutting of marked trees in an area where trees are otherwise reserved from cutting.

EXAMPLE OF USE: All timber on the reserve areas shown on Exhibit A and all blazed, painted, or posted trees which are on or mark the boundaries of the reserve areas, except approximately one hundred twenty-four (124) Douglas-fir trees marked for cutting heretofore by the Government with blue paint above and below stump height in the reserve areas shown on Exhibit A.

PROVISION AR - 3: (Formerly AR-4+AR-7) All timber shown on the Reserve Area on Exhibit A, and all (blazed, painted, or posted) trees which are on or mark the boundary of the Reserve Area. All timber except (logs) (trees) which were severed from the stump or cut into logs prior to the date this contract was entered into in the Special Cutting Area shown on Exhibit A.

INSTRUCTIONS: Use to sell trees severed from the stump or cut into logs when the logging area boundary is defined from reserve area by blazing or posting. Exhibit A shows "Reserve Area" and "Special Cutting Area." Provision may also be useful in the reoffer of a defaulted sales where cut timber is to be sold.

EXAMPLE OF USE: See Provision.

PROVISION AR- 4: (Formerly AR-5+AR-8) All timber shown on the Reserve Area and all timber except (logs) (trees) which were severed from the stump (or cut into logs) prior to the date this contract was entered into in the Special Cutting Area shown on Exhibit A.

INSTRUCTIONS: Use AR-5 to sell trees severed from the stump or cut into logs. It is for use when it is not necessary to paint, blaze and post the reserve boundary to delineate it. For example, the logging area *is* totally within a previous clear cut area. The boundary between the special cutting area and the reserve area should be marked by colored flagging. Exhibit A shows "Reserve Area" and "Special Cutting Area". The color of the flagging used to designate the boundary is described and shown on Exhibit A.

EXAMPLE OF USE: All timber shown on the Reserve Area and all timber except logs which were severed from the stump or cut into logs prior to the date this contract was entered into in the Special Cutting Area shown on Exhibit A.

PROVISION AR-5: (Formerly AR-3+AR-6) All timber except (logs) (trees) which were severed from the stump or cut into logs and located within (distance) of the (describe feature on Exhibit A)(centerline of Road No. (road number)) as shown on Exhibit A prior to the date this contract was entered into.

INSTRUCTIONS: Use AR-6 to sell logs or trees severed from the stump. It is for use when the logging area is within specified distance from some feature on Exhibit A or the centerline of an existing road. Exhibit A shows "Reserve Area" and "Approximate area in which trees and logs are designated for cutting and removal in the Reserve Area."

EXAMPLE OF USE: All timber except trees which were severed from the stump or cut into logs and located within 200 feet of the centerline of Road No. 22-4-17.1 as shown on Exhibit A prior to the date this contract was entered into.

PROVISION IR-1: Approximately (specify number of trees by species or kind) trees marked with (describe how trees are marked) in (give location) as on Exhibit A. (Trees marked as above may not be cut under Section 42()()() unless specifically approved in advance by the Contracting Officer.)

INSTRUCTIONS: IR-1 is used when the trees to be reserved from cutting are individually marked, as in the case of seed trees, retention trees, snags, etc. Include the last parenthetical when L-24 or L-29 are included in the contract. NOTE: L-24 L-29 designations may need to be changed.

Unmarked trees in the specified location(s) may be cut. The general area to which the reservation applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: Approximately one hundred fifty (150) Douglas-fir trees and fifty (50) western red cedar trees marked with white paint and aluminum tags in the partial cut area shown on Exhibit A.

PROVISION IR-2: All timber except approximately (specify number by kind or species) trees marked for cutting heretofore by the Government with (describe how trees are marked) in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-2 is used to reserve all unmarked trees on a cutting area. Only marked trees may be cut. The general area to which the reservation applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All timber except approximately one hundred fifty (150) Douglas-fir, forty-seven (47) western hemlock, and thirty-seven (37) western red cedar trees marked for cutting heretofore by the Government with yellow paint above and below stump height in the partial cut area shown on Exhibit A.

PROVISION IR-3: All (identify species) trees which are (smaller/greater) than (specify diameter) inches diameter at breast height outside bark in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-3 is a reservation based upon diameter limit. All trees, by species if desired, which measure less or greater (depending upon which is selected) than, specified in the provision are reserved to the Government. Depending on how the provision is used trees exceeding the minimum diameter or trees less than a maximum diameter may be cut. The general area to which the provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All lodgepole pine trees which are smaller than eleven (11) inches diameter at breast height outside bark, in the cutting area shown on Exhibit A.

or

All trees which are greater than thirty-six (36) inches diameter at breast height outside bark in the cutting area shown on Exhibit A.

PROVISION IR-4: All (identify species) trees which are (smaller/greater) than (specify diameter) inches diameter at breast height outside bark, except approximately (specify number and species) trees thereof marked for cutting heretofore by the Government with (describe how trees are marked) in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-4 is a reservation based upon diameter limits similar to IR-3, However, IR-4 does permit the cutting of trees otherwise reserved when such trees have been marked for cutting. The general area to which this provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All lodgepole pine trees which are smaller than eleven (11) inches diameter at breast height outside bark, except approximately thirty-four (34) lodgepole pine trees thereof marked for cutting heretofore by the Government with yellow paint above and below stump height in the cutting area shown on Exhibit A.

PROVISION IR-5: All young growth timber less than (specify diameter) inches diameter at breast height outside bark not damaged in the normal course of logging in (give location) shown on Exhibit A.

INSTRUCTIONS: Use IR-5 to reserve and protect reproduction present on the cutting area. This provision may be of particular importance in two-and three-storied stands. The general area to which this provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All young growth timber less than eight (8) inches diameter at breast height outside bark not damaged in the normal course of logging in the clear cut area shown on Exhibit A.

PROVISION IR-6: All (identify species) trees in (give location) shown on Exhibit A.

INSTRUCTIONS: Use IR-6 to reserve all trees of one or more species on a given area while permitting the harvest of all trees of unnamed species. The general area to which this provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All ponderosa pine and sugar pine trees in the cutting area shown on Exhibit A.

PROVISION L-IR-7: All (identify species) trees except approximately (specify number by species) trees marked for cutting heretofore by the Government (describe how trees are marked) in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-7 is used to reserve all trees of one or more species except for certain trees of the named species which are marked for cutting. All trees of unnamed species may be cut. The general area to which this provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All ponderosa pine and sugar pine trees except approximately twenty-four (24) ponderosa pine trees and eighteen (18) sugar pine trees marked for cutting heretofore by the Government with blue paint above and below stump height in the partial cut area shown on Exhibit A.

PROVISION IR-8: All timber except (identify species) trees in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-8 is used to reserve all species of timber found on the cutting area except the named species. The purchaser may cut only trees of the named species. The general area to which the provision applies must be shown on the contact map and be identifiable in the field.

EXAMPLE OF USE: All timber except incense cedar trees in the partial cut area shown on Exhibit A.

PROVISION IR-9: All timber except (identify species) trees and except approximately (number and species) trees marked for cutting heretofore by the Government with (describe mark) in (give location) shown on Exhibit A.

INSTRUCTIONS: IR-9 is used to reserve all species of timber found on the cutting area except for the species named and except for certain other trees which have been marked for cutting. The general area to which the provision applies must be shown on the Exhibit A and be identifiable in the field.

EXAMPLE OF USE: All timber except incense cedar trees and except approximately forty-four (44) ponderosa pine trees marked for cutting heretofore by the Government with yellow paint above and below stump height in the partial cut area shown on Exhibit A.

PROVISION IR-10: (Specify number of trees by species) tree(s) (describe how trees are identified) in (give location) shown on Exhibit A. (These) (This) tree(s) (is a) (are) selected, genetically superior tree(s) and (is) (are) specially valued as a component of the tree improvement program. Any damage to such reserve tree(s) caused by the Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

INSTRUCTIONS: Use IR-10 whenever selected superior trees in the tree improvement program are in the cutting area or if subject to logging damage, in the reserve area.

This provision may be repetitive when used with other reservation provisions; however, it notifies the Purchaser that these trees are extraordinary reserve trees and will be valued accordingly if damaged by the Purchaser. This provision may be used with any of the other timber reservation provisions.

Examples of situations where the use of IR-10 would be appropriate are: 1) Seed trees are within a partial cut area and could be subjected to avoidable damage during logging operations; or, 2) seed trees in a reserve area and subject to avoidable damages from the felling and removal of trees in a clearcut or from felling and removal of trees marked for cutting in the reserve area.

Special not to Medford District – to insure that those trees so reserved are not cut under the special provisions used in Medford District which authorizes the cutting of additional timber under certain conditions, include the following clause as No. 1 under the first paragraph of that special provision whenever IR-10 is used. The other clauses of the

special provision regarding additional timber should be appropriately renumbered.

> "1. Trees reserved for the tree improvement program under Sec. 40 of this contract are not included in this authorization."

EXAMPLE OF USE: Two Douglas-fir trees each marked with a band of orange paint approximately six feet from the ground and with a yellow, metal, "SEED TREE" tag in the partial cutting area shown on Exhibit A. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by the Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

PROVISION IR-11: (Specify number of trees by species) tree(s) (describe how trees are identified) in (give location) shown on Exhibit (name Exhibit). These trees are selected wildlife trees and are specially valued as a component of the (identify special program) program. Selected wildlife trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at either current market value, or contract price, whichever is greater, of the merchantable volume plus the cost to replace the damaged or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected wildlife trees, except for such trees which the Authorized Officer determines to be a safety hazard as defined by applicable safety codes and regulations. When selected wildlife trees are determined to be danger trees, written approval to cut such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract.

INSTRUCTIONS: Use of IR-11 whenever selected wildlife trees in the designated program are in the cutting area or if subject to logging damage in the reserve.

This provision may be repetitive when used with other reservation provision; however, it notifies the Purchaser that these trees are extraordinary reserve trees and will be valued accordingly if damaged by the Purchaser. This provision may be used with any of the other timber reservation provisions.

Examples of situations where the use of IR-11 would be appropriate are: (1) wildlife habitat trees are within a cutting unit and could be subjected to avoidable damage during logging operations; or, (2) wildlife habitat trees in a reserve area and subject to avoidable

damages from the felling and removal of trees in a cutting unit or from felling and removal of trees marked for cutting in the reserve area.

It is estimated that the nesting habitat needs of most wildlife species can be adequately met only by trees that are at least 20 inches DBH or larger and 17 feet tall or taller. Therefore, the replacement value should not be billed to a purchaser unless negligent or willful activities resulted in the tree being felled, pulled over or snapped out so that tree height is reduced to less than 17 feet. In any event, the damages for any merchantable volume destroyed or removed by the Purchaser should be recovered under current policy.

The replacement cost of a damaged or destroyed wildlife tree may be calculated as follows:

A. Planting Cost/Tree

Assume 550 trees planted per acre to achieve crop tree stocking of 245 trees per acre. The crop tree planting cost is derived as follows:

$330* tree planting cost/acre – 245 crop trees/acre = $1.35/tree.

*From local cost analysis

B. Interest Rate

At 6 percent, the value of $1.00 invested for 90 years yields $189.46.

C. Rotation Length

Assume a 20-inch D.B.H. tree in 90 years.

D. Tree Replacement Valuation

Planting cost/tree x $(1.06)^{90}$ = Tree Replacement Valuation
$1.35 x 189.46 = $256.00

Special note to Medford District – to ensure that those trees so reserved are not cut under special provision L-24M used in Medford District which authorized the cutting of additional timber under certain conditions, include the first of the following clauses as the first subsection under the first paragraph of L-24M if that special provision whenever IR-11 is used. In the event both IR-10 and IR-11 are used, include only

the second clause as the first subsection under the first paragraph of special provision L-24M. In either case, the special cutting provision (L-24M) clauses must be appropriately renumbered.

"1. Trees reserved for the wildlife habitat program under Sec. 40 of this contract are not included in this authorization."

"1. Trees reserved for the tree improvement program and trees reserved for the wildlife habitat program under *Sec.* 41 of this contract are not included in this authorization."

EXAMPLE OF USE: Twenty-seven (27) Douglas-fir trees, eighteen (18) cedar trees and one (1) Balsam fir tree each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 1 as shown on Exhibit A and three (3) Douglas-fir trees marked with an orange painted "W" above stump height and orange painted below stump height in Unit 2 as shown on Exhibit A. These trees are selected wildlife trees and are specially valued as a component of the Wildlife Habitat Management program. Selected wildlife trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at either current market or contract value of the merchantable volume, whichever is greater, plus the cost to replace the damaged or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected wildlife trees, except for such trees which the Authorized Officer determines to be a safety hazard as defined by applicable safety codes and regulations. When selected wildlife trees are determined to be danger trees, written approval to cut such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract.

PROVISION IR-12: All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in the (describe area) shown on Exhibit A.

INSTRUCTIONS: Use IR-12 to reserve material left on a timber sale area from a previous sale. Reproduction may be severely damaged in removal of marginal material left from a previous sale. Wildlife considerations may also indicate that previously cut but not removed material be left in place.

EXAMPLE OF USE: All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in the clearcut area shown on Exhibit A.

PROVISION IR-13:	All ((snags), (hardwoods), (other species of trees) or (types of logs)) in (give location) shown on Exhibit A (which do not present a safety hazard as determined by the Authorized Officer). (Items indicated above) felled for safety reasons shall be retained on site
INSTRUCTIONS:	IR-13 should be used to reserve snags, hardwoods, dead trees, or other trees found on the cutting area for "special" purposes. The provision allows these items to be cut and left on site where a safety hazard would be created by their retention.
EXAMPLE OF USE:	All snags, hardwoods, western red cedar, western hemlock, or Pacific yew trees in the Partial Harvest Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer, All snags, hardwoods, western red cedar, western hemlock, or Pacific yew trees felled shall be retained on site.

PROVISION IR-14:	((All) (specify number)) decay class (specify type) logs in (give location) shown on Exhibit A. (Decay classes are illustrated on Exhibit (name) which is attached hereto and made a part hereof.)
INSTRUCTIONS:	IR-14 would be used to reserve all or amounts of different types of logs within harvest areas.
EXAMPLE OF USE:	All existing decay class 3, 4 and 5 logs in the Partial Harvest Area shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.

Appendix 5
Timber Sale Contract Special Provisions

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The special provisions included herein have been developed and approved for use with Forms 5450-3, Contract for the Sale of Timber – Lump sum Sale; 5450-4, Contract for the Sale of Timber – Scale Sale; 5450-25, Contract for the sale of Timber and other Wood Products – Lump Sum Sale; and 5450-26 Contract for the sale of Timber and other Wood Products – Scale Sale. However, the provisions may also be used with the other contract forms described in Section VI of the Handbook.

The provisions are to be used as written. Certain provisions require insertion of words or phrases appropriate to the situation. Users have certain latitude for choice of appropriate wording within the parenthetic enclosures provided that such choice of wording does not alter or amend the intent of the basic provision. Each provision is followed by instructions for use and an example of hits proper use. Situations which require special provisions other than presented herein must be approved by the State Director prior to use.

LOGGING (L)

PROVISION L-1: Before beginning operations on the contract area for the first time or after a shutdown of (number) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of (number) or more days.

INSTRUCTIONS: Use L-1 when it is desirable to require Purchaser to advise the Authorized Officer of the commencement and cessation of operations on the contract area.

EXAMPLE OF USE: 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 if he intends to cease operations for any period of seven (7) days or more.

(Former L-24 combined with former L-13)

PROVISION L-2: Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. (A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved.) All logging shall be done in accordance with the plan. (The logging plan shall conform to the specifications outlined in Section 42 [ ][ ]. The Purchaser will be responsible for flagging [specify allowable changes] within [specify area], as shown on Exhibit A, on the ground prior to commencement of operations.)

INSTRUCTIONS: L-2 is required for all sales. L-2 requires the preparation and approval of a written operations and logging plan and provides emphasis on the need for protection of the environment and the watershed. Operation restrictions, which are planned for in the preparation of the contract such as specific logging methods, logging or construction time limits, required location and kind of stream crossing structures, and end haul of excavation material should be incorporated into the special provisions of the contract. The written operation and logging plan should not impose requirements on the Purchaser that are not supported by provisions already in the contract. Optional phrase is used for large scale units to delineate logging system changes that have already been analyzed and sanctioned within the contract.

EXAMPLE OF USE: 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 ensure protection of the environment and watershed. A pre-work conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision. The logging plan shall conform to the specifications outlined in Section 42(b)(4). The Purchaser will be responsible for flagging changes from cable yarding to helicopter yarding within Harvest Areas 1 and 2, as shown on Exhibit A, on the ground prior to commencement of operations.

(Formerly L-2)
PROVISION L-3: Cutting and yarding operations in (describe designated area) shall be completed no later than (enter completion date or other completion instructions).

INSTRUCTIONS: Use L-2 to require completion of timber cutting and/or timber harvesting by a specific date for a specific purpose. The use of this provision should not impose unnecessary restraints nor contradict the cutting and removal rights expressed in Section 4 of the contract.

EXAMPLE OF USE: Cutting and yarding operations in Harvest Area No. 1 shall be completed no later than March 15, 2014, and prior to Harvest Area No. 2.

(Formerly L-3)
PROVISION L-4: All trees designated for cutting shall be cut so that the resulting stumps shall not be (lower than [specify height] inches) (nor) (higher) than (specify height) inches measured from the ground on the uphill side of the trees (unless otherwise approved by the Authorized Officer.

INSTRUCTIONS: Use L-3 to regulate stump heights of trees designated for cutting. This provision is of particular importance in scale sales in terms of a maximum allowable stump height to minimize waste. A minimum allowable height may be necessary for log accountability as cutting stumps at ground level removes any evidence of tree marking paint. If prescribing a minimum height for ground-based operations, the minimum may need to be waived in the forwarder roads.

EXAMPLE OF USE: All trees designated for cutting shall be cut so that the resulting stumps shall not be lower than six (6) inches nor higher than twelve (12) inches measured from the ground on the uphill side of the tree.

(Formerly L-4)

PROVISION L-5: All [(describe) trees (specify minimum diameter) inches or larger D.B.H.O.B.)] [(describe trees) greater than (specify minimum tree height) tall], which (repeat described trees) are not reserved shall be felled in (give location) shown on Exhibit A. [All (describe) trees (less than) (more than) (number and measure) tall (describe exception) by the Authorized Officer shall also be felled.] [All (describe) required to be cut shall be felled concurrently.] [All (describe) shall be accomplished within (number) days of the completion of yarding of each cutting area.]

INSTRUCTIONS: Use L-5 to require the felling of trees sold or designated for cutting under the contract. This provision is generally associated with clear cutting/regeneration operations where it is desirable to fell all trees in the area except those identified to be of value for wildlife trees. Trees/snags may be felled if identified as a fire hazard by the Authorized Officer. This provision may also be used to require the purchaser to fell trees in the clear cut on a concurrent basis.

Use L-6 to require concurrent felling in a selective cutting area.

EXAMPLES OF USE: All trees eight (8) inches or larger D.B.H.O.B. and not reserved shall be felled in the clear cut area shown on Exhibit A. All trees eight (8) inches or larger D.B.H.O.B. required to be cut shall be felled concurrently.

All green trees greater than twenty-five (25) feet tall and snags greater than fifty (50) feet tall, which trees and snags are not reserved, shall be felled in the clear cut units shown on Exhibit A. Snags less than fifty (50) feet tall determined to be a fire hazard by the Authorized Officer shall also be felled. All trees and snags required to be cut shall be accomplished within 30 days of the completion of yarding of each area.

(Formerly L-5)

PROVISION L-6: (All snags, culls and marginal trees designated for cutting) shall be felled concurrently with all other trees designated for cutting in (give location) as shown on Exhibit A.

INSTRUCTIONS: Use L-6 to require purchaser to fell trees on a concurrent basis. This provision is particularly applicable where it is desirable to fall snags and culls at the same time as other trees on a selective cut area.

Use L-5 to require concurrent felling in a clear cut/regeneration area.

EXAMPLE OF USE: All snags, culls and marginal trees designated for cutting shall be felled concurrently with all other trees designated for cutting in the selective cutting area shown on Exhibit A.

(Formerly L-6)
PROVISION L-7: In the (give location) shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed (specify maximum log length) feet before being yarded.

INSTRUCTIONS: Use L-7 to regulate log length in thinning sales where skidding of long logs or by tree lengths may result in excessive damage to the reserved trees.

EXAMPLE OF USE: In the entire contract area shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed thirty-three (33) feet before being yarded.

(New Provision)
PROVISION L-8: In [specify area] as shown on Exhibit A, all trees designated for cutting [(greater than) and/or (equal to) and/or (less than)] (specify diameter breast height outside bark) [(shall be) or (may be)] felled and [(whole tree yarded) [(and) (or) (and/or)] (yarded with tops attached)] except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be completely [(limbed) (and/or) (bucked) into (specify max. log length)] prior to being yarded.

INSTRUCTIONS: This provision is to be used for whole tree yarding or yarding with tops attached, with tolerances for some stand damage. This type of provision allows the BLM to control the amount of activity slash in harvest units, which encourages slash utilization, at the landing. There is the potential for increased productivity for the purchaser. This provision can be used multiple times to specify whole tree in small diameter stands and yarding with tops attached in larger diameter stands, or in conjunction with the L-6 provisions. Excessive stand damage will be determined by the Authorized Officer, and would be determined at the district level, as to what constitutes excessive damage (i.e., so many square inches of bark removed etc.).

EXAMPLE OF USE: In all harvest units as shown on Exhibit A, all trees designated for cutting less than thirty (30) inches D.B.H.O.B. may be felled and whole tree yarded except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be completely limbed and bucked into thirty-three (33) feet lengths prior to being yarded.

(Formerly L-14)

PROVISION L-9: There are (specify number) trees marked (describe how trees are marked), located approximately as shown on Exhibit A, that will be used as a check cruise plot. The Purchaser shall fell and buck these trees, separate the bucked logs for examination, and leave such logs in place. The Purchaser shall notify the Authorized Officer when the bucking is completed. Removal of logs is prohibited until written permission is granted by the Authorized Officer.

INSTRUCTIONS: Use L-9 when it is desirable to establish check cruise plots on timber sale areas. Such plots furnish the cruiser/appraiser an excellent opportunity to check the accuracy of their cruising.

EXAMPLE OF USE: There are fifteen (15) trees marked with red paint and numbered consecutively from one (1) to fifteen (15), located approximately as shown on Exhibit A, that will be used as a check cruise plot. The Purchaser shall fell and buck these trees, separate the bucked logs for examination and leave such logs in place. The Purchaser shall notify the Authorized Officer when the bucking is completed. Removal of logs is prohibited until written permission is granted by the Authorized Officer.

L-27 and L-15 have been combined into this single provision

PROVISION L-10: In the (give location) shown on Exhibit A, all trees designated for cutting which are within (specify number of feet) of the (specify: stream, road, etc.) shall be directionally felled (specify: away from the stream, away from the road, etc.). (Use of jacks, wedges, and/or tree pulling with cables or lines shall be employed when necessary to meet this requirement.) (The Purchaser shall notify the Authorized Officer (specify number) days before beginning felling operations in the (give location).)

INSTRUCTIONS: Use L-10 to require directional falling without specifying means, thus providing flexibility. By appropriate use of parenthetical language, this provision can be adapted to fit any situation in which directional falling may be required.

EXAMPLE OF USE: In the special cutting area shown on Exhibit A, all trees designated for cutting which are within one hundred (100) feet of the stream, shall be felled away from the stream. The Purchaser shall notify the Authorized Officer two (2) days before beginning felling operations in the special cutting area.

(Formerly L-17)

PROVISION L-11: No trees may be felled into the (give location) designated on Exhibit A. (Lines or cables shall be attached to all trees within ____ feet of

the (give location) prior to felling, and such trees shall be pulled away from the (give location) during felling.)

INSTRUCTIONS: Use L-11 only when circumstances require this special technique to control the felling direction of timber to be cut adjacent to certain features of critical importance such as structures, power transmission lines or bridges. In most cases, normal directional falling techniques are adequate to protect most areas.

EXAMPLE OF USE: No trees may be felled into the power line corridor designated on Exhibit A. Lines or cable shall be attached to all trees within one hundred (100) feet of the power line corridor prior to felling, and such trees shall be pulled away from the power line corridor during felling.

(Formerly L-7)
PROVISION L-12: In the (give location) shown on Exhibit A, (yarding/felling) shall be done (describe equipment requirements or limitations).

INSTRUCTIONS: Use L-7 to regulate the type of logging equipment to be used on an area or other limitations that may be necessary. Equipment type shall not be regulated unless there is a specific reason for doing so. Equipment make and model can be referenced as long as the words "or equivalent" are included following the designation or make and Model.

EXAMPLES OF USE: In the clearcut area shown on Exhibit A, yarding shall be done with a skyline yarding system. Or

In the entire contract area shown on Exhibit A, yarding shall be done with crawler type equipment without bulldozers, angle dozers or arches. Or

In the selective cut area shown on Exhibit A, yarding shall be done with horses or with a tractor of no more than fifty-five (55) drawbar horsepower. Or

In the partial harvest area shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally falling trees, cutting trees to length, completely delimbing the trees and depositing the slash in windrows between the reserve trees as approved by the Authorized Officer under the following conditions:

Where slope percentages are less than (number) percent

(Formerly L-8)

PROVISION L-13: In the (give location) shown on Exhibit A, all logs (including hardwoods) more than (specify minimum diameter) inches in diameter at the large end and exceeding (specify minimum length) feet in length shall be decked or windrowed at the location (describe location) except logs sold and removed from the contract area. (If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked to the above described location.)

INSTRUCTIONS: Use L-13 to require the yarding and decking of unmerchantable material on the cutting area. This provision has particular application to areas where it is desirable to prepare the area for reforestation.

EXAMPLE OF USE: In the clearcut area shown on Exhibit A, all logs including hardwoods more than twenty (20) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the contract area. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked to the above described location.

(Formerly L-9)

PROVISION L-14: No (falling, yarding, or loading) is permitted in or through the (describe location) (unless otherwise approved by the Authorized Officer)(.) (except as permitted [describe exceptions and locations],) as shown on Exhibit A.

INSTRUCTIONS: Use L-14 in instances where it is essential to prohibit particular harvest operations in or through a particular area within the contract area in order to protect specific values.

EXAMPLE OF USE: No yarding or loading is permitted in or through the reserve area except as permitted in areas designated for full suspension in Harvest Area 2, as shown in Exhibit A.

(Formerly L-10)

PROVISION L-15: Yarding across (identify river or stream) shall be limited to not more than (specify number) crossings. [Crossing structures shall comply with plans and specifications shown on Exhibit (identify Exhibit).]

INSTRUCTIONS: Use L-15 to provide protection to streams and water courses by regulation of the number and type of crossings permitted.

EXAMPLE OF USE: Yarding across Bear Creek shall be limited to not more than two (2) crossings. Crossing structures shall comply with the plans and specifications shown on Exhibit C.

(Formerly L-11)
PROVISION L-16: No [(landing) (skid road,) (optional road) (other feature)] shall be located within (specify distance) feet of (describe location or feature) shown on Exhibit A.

INSTRUCTIONS: Use L-16 to protect areas (e.g., cultural sites, Special Status Species), roads, streams, etc., from encroachment of landings.

EXAMPLE OF USE: No landing shall be located within two hundred (200) feet of County Road No. 20 shown on Exhibit A.

(Formerly L-12)
PROVISION L-17: [Specify Landings] shall be placed at the approximate location(s) as shown on Exhibit A. Any alternative landing sites must be approved by the Contracting Officer in the written operations and logging plan.

INSTRUCTIONS: Use L-17 when it is essential to restrict locations, which have been designated in advance of sale and are shown on Exhibit A. This provision allows the purchaser to come up with landing alternatives subject to approval, and allows more discretion to the Contracting Officer. Approval shall only be withheld when it is essential to restrict landing location(s), for safety, noise abatement, compliance with the Clean Water Act, etc..

EXAMPLE OF USE: All landings in the partial cut area shall be placed at the approximate locations as shown on Exhibit A. Any alternative landing sites must be approved by the Contracting Officer in the written operations and logging plan.

(Formerly L-16)
PROVISION L-18: In the (specify location) shown on Exhibit A, yarding shall be done with a skyline or similar cable system equipped with a slack pulling carriage capable of (transporting logs completely clear of the ground) (transporting the leading end of the logs clear of the ground) and capable of yarding (specify distance) feet slope distance from the landing and at least (specify distance) feet laterally from the skyline to the designated skyroad and with minimum damage to reserved trees. (The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required.) (Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer.) (The yarder shall have a maximum tower height

of (specify height) feet and a maximum of (specify horsepower) horsepower.)

INSTRUCTIONS: Use L-18 to regulate the type and use of logging equipment to be used on an area.

EXAMPLE OF USE: In the special yarding area shown on Exhibit A, yarding shall be done with a skyline or similar cable system equipped with a slack pulling carriage capable of transporting the leading end of the logs clear of the ground and capable of yarding Two Thousand (2,000) feet slope distance from the landing and at least One Hundred Fifty (150) feet laterally from the skyline to the designated skyroad and with minimum damage to reserved trees. The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer.

(Formerly L-18)
PROVISION L-19: No (specific activity) shall be conducted on (describe appropriate portion of contract area or road segment, etc.) (between [insert date] of one calendar year and [insert date] of the following calendar year) (from [insert date] to [insert date] of each year) both days inclusive(.) (as directed by the Contracting Officer.) (If conditions are [describe conditional requirements] as determined by the Contracting Officer [specific activity] will be allowed.)

INSTRUCTIONS: Use L-19 only when certain contract activities would not be compatible with other critical conditions during periods within the life of the contract. Consider carefully the effect of this operational restriction on the total time available to the Purchaser to complete the terms of the contract. Include conditions that can be met so that the restriction can be waived. This provision may be used in conjunction with the E-6, which permits the lifting of a northern spotted owl seasonal restriction when surveys are conducted to determine occupancy and/or nesting.

EXAMPLE OF USE: No road construction shall be conducted on the contract area between November 15 of one calendar year and May 1 of the following calendar year both days inclusive. If conditions are sufficiently dry as determined by the Contracting Officer, road construction will be allowed.

(New Provision)
PROVISION L-20: No (describe operations) within (specify units and/or haul roads and/or distances from described units and haul roads) as shown on Exhibit A

shall be conducted between (specify dates and/or time restrictions) of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from (specify species) protocol surveys conducted in accordance with accepted standards, as approved by the Contracting Officer, that (specify species) nesting and/or fledging activities are not occurring during the (year and/or time) of harvest.

INSTRUCTIONS: Use L-20 when stating a seasonal restriction for a particular species that can be waived when the completion of surveys has been conducted in accordance with prescribed protocols.

EXAMPLE OF USE: No harvest activities within three hundred (300) feet from the outside perimeter of Units 13-1 and 13-2 as shown on Exhibit A shall be conducted between May 1 and September 15 of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Marbled Murrelet protocol surveys conducted in accordance with accepted standards, as approved by the Contracting Officer, that Marbled Murrelet nesting and/or fledging activities are not occurring during the year of harvest.

(Formerly L-19)
PROVISION L-21: Prior to attaching any logging equipment to a reserve tree the Purchaser shall obtain (written) approval from the Contracting Officer and shall take precautions to protect the tree from damage as directed (in writing) by the Contracting Officer. (Trees reserved under section 41( ) may not have logging equipment attached to them.)

INSTRUCTIONS: Use L-21 when it will be necessary to hang equipment such as tail or corner blocks on green, reserved trees, and when the sale of such reserved trees would not be desirable or feasible. Do not allow reserve standing trees to be used in a manner contrary to the State safety standards. Add parenthetical language for protection of specific trees included in Section 41, for such items as nest trees, or where protection is part of biological opinion or EA.

EXAMPLE OF USE: See Provision.

(Formerly L-20)
PROVISION L-22: During logging operations, the Purchaser shall keep the (describe) road, where it passes through the contract area, 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 (describe time).

INSTRUCTIONS: Use L-22 in addition to Section 14 when logging operations may block a designated road on the contract area and the Authorized Officer will allow the road to be blocked temporarily.

EXAMPLE OF USE: During logging operations, the Purchaser shall keep the Kelly Creek Road, where it passes through the contract area, 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.

(Formerly L-21)
PROVISION L-23: The Purchaser shall provide (number) flaggers to control traffic on the (identify road) where it passes through (location) whenever (identify when flaggers are needed).

INSTRUCTIONS: Use L-23 whenever operations of the Purchaser will be dangerous to road users in the operating area.

EXAMPLE OF USE: The Purchaser shall provide two (2) flaggers to control traffic on the Kelly Creek Road where it passes through Harvest Area No. 1 whenever felling, bucking and yarding operations are in progress on that area.

(Formerly L-25)
PROVISION L-24: Before cutting and removing any trees necessary to facilitate logging in the (specify location) shown on Exhibit A, the Purchaser shall identify the location of the (specify: skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees) on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:

(a) All (skid roads and/or cable yarding roads) upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Contracting Officer, the width of each (skid road, and/or cable yarding road) shall be limited to (specify width in feet) feet.

(b) The Purchaser may immediately cut and remove additional timber to (specify: clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees) when the trees have been marked with (specify: color or colors of paint) paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be

determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section. 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds (specify the limiting diameter in inches at breast height) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(f) (OPTIONAL CLAUSE) The Government may reserve trees previously designated for cutting and removal by (specify: method, e.g., blacking out blue paint, applying orange paint) as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such

reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). (Optional: This may include the replacement of trees damaged by storm events, or insects or disease.) The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

INSTRUCTIONS:

The use of Provision L-24 is limited to commercial thinning and density management sales when the Government elects to permit the Purchaser to identify specific skid roads; cable yarding roads; tailhold, tieback, guyline, lift, intermediate support, and danger trees before or while contract operations are in progress. These trees would be marked with paint by the Government and in most cases sold by unilateral modification at contract price. An advantage that Provision L-24 has over Provision L-29 (the "X" mark provision) is the ability to more accurately cruise the additional volume, versus the stump cruise necessary under Provision L-29.

Provision L-28 should be used in conjunction with Provision L-24 to provide further regulation of ground-based thinning operations, specific to type of equipment authorized for use, percent of harvest area subject to potential compaction, and loss of soil productivity associated with operations.

Paragraph (c) also authorizes bilateral sale of additional timber at current fair market value, rather than at Exhibit B prices, when the additional trees are not representative of the timber appraised in the timber sale contract.

Paragraph (f) optional clause establishes a process to reserve trees identified for cutting as replacements for additional trees cut when deemed necessary to meet stand density. This unilateral replacement authority is to be used with utmost prudence and only when necessary to maintain stand densities consistent with objectives set forth in the management prescription(s).

Additional timber volume and any anticipated volume of trees should be carefully estimated prior to the sale and specified as the net additional volume in the sale prospectus, but should not be appraised for nor the volume included in Exhibit B of the contract.

The Prospectus will highlight the inclusion of this Special Provision with the use of the following language:

> "This contract contains provisions for the sale and removal of certain additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately (specify number of MBF) 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. (**OPTIONAL:** This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.)"

EXAMPLE:

Before cutting and removing any trees necessary to facilitate logging in the partial cutting areas shown on Exhibit A, the Purchaser shall identify the location of the cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met.

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

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding roads; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds sixteen (16) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the

Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

PROVISION L-26: Deleted and language incorporated into former L-8 Now L-13.

PROVISION L-27: Deleted and language incorporated into L-10

PROVISION L-28: Deleted FMC equipment is no longer available.

(Formerly L-29)
PROVISION L-25: "In the (specify) area(s) shown on Exhibit A, the Purchaser shall make cable road changes by completely re-spooling the cables and restringing the layout from the head spar to the new tailhold to protect the advance reproduction present on these areas."

INSTRUCTIONS: Use L-25 in contracts where this rigging technique for changing skyline yarding roads (i.e., without lateral movement of extended cables) is necessary to protect reserved trees or reproduction.

EXAMPLE OF USE: In the special yarding areas shown on Exhibit A, the Purchaser shall make cable skyroad changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect the advance reproduction present on these areas.

(Formerly L-30)
PROVISION L-26: The timber designated for cutting in (area) shall be felled and yarded in (number) stages. (Approximately ____ percent of the designated timber volume shall be felled and yarded in each stage.) (Approximately percent of the designated timber by number of stems shall be felled and yarded in each stage.) (All timber designated with (color) paint shall be felled and yarded in the second stage.) Falling and yarding of designated timber shall be completed for each stage prior to the felling and yarding of the next stage. Timber in the second (and subsequent) stage(s) shall be felled into and yarded through openings created by prior logging.

INSTRUCTIONS: Use L-26 only when unacceptable damage would be done to reserve trees if all marked trees were cut concurrently and yarded in one operation. A careful evaluation must be made to determine that the use of this provision will assist in achieving the desired objectives.

Exhibit B must reflect the logging restrictions by providing for depletion of only the volume cut in each stage operation. Designating

the trees to be cut with a different color paint for each stage would greatly facilitate contract administration.

The appraisal allowances should be as follows:

Falling and Bucking - Should be computed in the normal manner with each stage computed separately to reflect the fewer stems per acre. The total costs for each stage plus the unmerchantable tree felling costs is divided by the sale net volume for the cost/MBF.

Yarding and Loading

Tractor Operation - Compute partial cut yarding and loading costs for each stage to reflect the fewer merchantable stems per acre. Allow additional landings for yarding the area two or more times.

Cable Systems - Make appropriate allowances for yarding and loading each stage; allow additional landings required to yard the area two or more times. The appraiser can use their judgment for additional expenses required.

EXAMPLE OF USE: The timber designated for cutting in Cutting Area No. 2 shall be felled and yarded in two stages. All timber designated with yellow paint shall be felled and yarded in the first stage. All timber designated with blue paint shall be felled and yarded in the second stage. Falling and yarding of designated timber shall be completed for each stage prior to the felling and yarding of the next stage. Timber in the second stage shall be felled into and yarded through openings created by prior logging.

(Formerly L-31)
PROVISION L-27: Notwithstanding the provisions of Section 4, (specify action) where designated, shall be (enter completion date or other completion instructions).
(Formerly L-30)

INSTRUCTIONS: Use L-27 to require completion of cutting and/or removal of timber from a specific area by a specific date, if necessary, which is earlier than the cutting and removal rights accorded under Section 4 of the contract.

EXAMPLE OF USE: Notwithstanding the provisions of Section 4, the cutting and removal of timber from Unit 1 where designated, shall be completed before February 11, 2015.

(Formerly L-32)

PROVISION L-28: In the (give location) shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads(.) (describe how designated). (After felling, but before yarding any timber) (Before felling and yarding any timber)(, except skid road right-of-way timber,) in the (give location) the Purchaser shall (locate and) construct designated skid roads as follows:

Mark the location of designated skid roads on the ground with (describe how locations are to be marked) in consultation with the Authorized Officer.

Space designated skid roads at a minimum of (specify feet) feet apart unless otherwise agreed to in writing by the Contracting Officer.

Ground-based operation shall be limited to slopes of (specify percent) percent or less, (and existing skid trails should be used to the greatest extent possible.) (and be located perpendicular to the slope to minimize road cutting.)

Obtain (written) approval from the Contracting Officer of the location of all designated skid roads.

Limit the width of each skid road to a maximum of (specify width) feet.

Limit excavation on designated skid roads to a maximum cut of (specify cut) feet and maximum length of (specify length) feet at any one location with the prior approval of the Authorized Officer.

Obtain written approval of completed construction from the Contracting Officer prior to commencing logging operations.

INSTRUCTIONS: L-28 can be used for harvest areas that are to be yarded from designated skid roads with a ground based system. It should be used in conjunction with the guidance specific to the District Resource Management Plan to minimize forest soil compaction.

Additional timber for clearance on designated skid roads will be sold according to standard procedures for appraisal of additional timber.

Special falling and equipment requirements will be addressed in provisions L-10 and L-12.

EXAMPLES OF USE: If Purchaser designates skid roads:

In the partial cutting area shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber, except skid road right-of-way timber, in the partial cutting area the Purchaser shall locate and construct designated skid trails is follows:

Mark the location of designated skid roads on the ground with orange flagging in consultation with the Authorized Officer.

Space designated skid roads at a minimum of 100 feet apart unless otherwise agreed to in writing by the Contracting Officer.

Obtain written approval from the Contracting Officer of the location of all designated skid roads.

Limit the width of each skid road to a maximum of 12 feet.

Limit excavation on designated skid roads to a maximum cut of two (2) feet and a maximum length of one hundred (100) feet at any one location with the prior approval of the Authorized Officer.

Obtain written approval of completed construction from the Contracting Officer prior to commencing logging operations.

If Authorized Officer designates skid roads:

In the partial cutting area shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads in the locations marked by the Authorized Officer with orange flagging. Before felling and yarding any timber, except skid road right-of-way timber, in the partial cutting area the Purchaser shall construct designated skid roads as follows:

Limit the width of each skid road to a maximum of 12 feet.

Limit excavation on designated skid roads to a maximum cut of two (2) feet and a maximum length of one hundred (100) feet at any one location with the prior approval of the Authorized Officer.
Obtain written approval of completed construction from the Contracting Officer prior to commencing logging operations.

(Formerly L-33)
PROVISION L-29: In accordance with the requirements of Section 8 of contract it has been determined that the sale of additional timber located in (give location), which is [(obstructing needed cable yarding roads) (hazardous to workers) (needed for {guyline, tailhold, and/or tieback}

trees) (severely damaged from the normal conduct of felling or yarding operations)] is necessary to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract; provided that:

Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 41( ) of the contract are not included in the authorization.

The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by (describe an additional method for making the stump location) so that that stump can be visually located from a distance of not less than (number) feet.

(**Optional Method)**: The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump and the bottom log immediately after falling with high visibility paint. The stump shall be marked by (describe an additional method for making the stump location) so that that stump can be visually located from a distance of not less than (number) feet.

The volume and value for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract through a unilateral modification executed by the Contracting Officer.

No timber may be cut or removed under the terms of this provision until all contract payments required by Section 3(b) or 3(d) of the contract have been made.

The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

- failed to properly mark any stump as designated in this provision.
- failed to identify the location of any stump.
- cut any tree that was reserved for tree improvement and/or wildlife habitat.

- cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- failed to properly segregate any pulled over tree that was yarded to the landing.
- cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- cut more that the minimum number of trees necessary to properly serve as guyline anchor stumps.
- cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- cut more that the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All (specify: cable-yarding and/or ground based equipment skid) roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

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

INSTRUCTIONS: Use L-29 to provide authorization for timber sale Purchasers to cut and remove certain unmarked additional timber if he agrees to purchase the

timber at the price determined by the Authorized Officer. This provision has particular application to areas where either a commercial thinning or density management treatment covers an extensive area. By appropriate use of parenthetical language, this provision can be adapted to fit any situation in which prior authorization for cutting and removing of certain reserve trees would promote operational efficiency and safety for both the Purchaser and the BLM. A careful evaluation must be made to determine that the use of this provision will assist in achieving the desired objectives. Special consideration should be given before selecting this provision for a regeneration harvest, a harvest area with small acreage, or a harvest area with highly valuable reserve timber.

EXAMPLE OF USE: In accordance with the requirements of Section 8 it has been determined that the sale of additional timber located in Section 27, T. 19 S., R. 4 W., W.M., which is obstructing needed cable yarding roads, hazardous to workers, and needed for guyline, tailhold, and tieback trees is needed to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provision of Section 8 of the contract; provided that:

Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 41 of the contract are not included in the authorization.

The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by flagging the location of the stump with plastic fluorescent pink ribbon hung within five feet of the stump at eye level so that the stump can be visually located from a distance of not less than 100 feet.

The volume and value for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract through a unilateral modification executed by the Contracting Officer.

The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

- failed to properly mark any stump as designated in this provision.
- failed to identify the location of any stump.
- cut any tree that was reserved for tree improvement and/or wildlife habitat.
- cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- failed to properly segregate any pulled over tree that was yarded to the landing.
- cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- cut or toped more than the minimum number of trees necessary to properly serve as tailhold trees
- cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

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

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

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

(Formerly L-22)

PROVISION L-30: Notwithstanding the provisions of Section 22, the (number of bearing trees) located in the (describe area) at the (describe location) shall be cut on a bevel, the lowest part not less than eighteen inches above the scribe marks and in such a manner that will not mutilate the markings identifying the bearing trees.

The Purchaser shall treat all such bearing tree stumps in the following manner during the dry season of the year:

Remove all bark providing there are no identifying marks on the bark.
Flood the tops and sides of the stumps with a copper naphthenate solution which conforms to American Wood Preservers Association Standard P 9 (hydrocarbon solvent) and contains a minimum of two (2) percent copper metal.
Let the stump dry for one month.
Repeat the flooding operation.
Place a sheet of galvanized metal over the top of each stump, bend down the edges, and nail to the side of the stump.
A six (6) foot long steel fence post shall be driven alongside the corner monument if existent.

INSTRUCTIONS: Use L-22 only when the high stumping of a bearing tree referencing an official public land corner is determined to be necessary and an act of preservation. Trees so designated for cutting will be included in the sale volume.

Districts must obtain advance written permission from the State Director (Branch of Geographic Sciences [OR-957]) to cut bearing trees. The notification will include a description of the public land corner and the bearing tree(s) that are to be cut; stating tree species, breast height diameter, and bearing and distance from the corner point to the bearing tree.

A written record of the completed action shall be submitted to the State Director (Branch of Cadastral Survey) and the County Surveyor on the form "Report on Corners of the Cadastral Grid". In addition, a copy of the report will be sent to the District Cadastral Surveyor in the applicable districts.

These instructions do not apply to bearing trees that have been marked by County Surveyors or registered state land surveyors. In such cases,

the appropriate County Surveyor's Office should be contacted for bearing tree cutting approval.

EXAMPLE OF USE: Notwithstanding the provisions of Section 22, the two (2) bearing trees located in the clear cut area at the 1/4 section corner common to sections 5 and 6, T. 25 S., R. 5 W., W.M., shall be cut on a bevel, the lowest part not less than eighteen (18) inches above the scribe marks, and in such a manner that will not mutilate the markings identifying the bearing trees.

The Purchaser shall treat all such bearing tree stumps in the following manner during the dry season of the year:

(See Provision for required treatment.)

(Formerly L-23)
PROVISION L-31: Notwithstanding the provisions of Section 22, prior to felling operations in Unit No._____ as shown on Exhibit A in the area of the section corner common to sections _____, _____, _____, and _____, T._____S., R._____W., W.M., the Purchaser shall perpetuate the monument by providing an appropriate registered surveyor to reference, remove, and after logging operations are complete, replace said monument at the same location using survey procedures in accordance with the Manual Instructions for the Survey of Public Lands of the United States. The survey work shall be recorded in appropriate county records in accordance with Oregon Revised Statutes which are most pertinent to the practice of surveying in Oregon.

INSTRUCTIONS: L-31 may be used when a survey monument must be removed and replaced to facilitate logging operations and there is no alternative. Work with the Cadastral Surveyors in the Branch of Geographic Sciences (OR-957) following instructions for the use of L-22 to assure the Bureau record is properly documented regarding this operation. As is L-30, this provision is not authorized for use with County surveyor monuments or other monuments placed by registered state land surveyors.

EXAMPLE OF USE: See Provision and fill in the blanks.

(New Provision)
PROVISION L-32: In the (describe location) the Purchaser shall (describe when) (describe special requirements such as description of trees, locations or felling requirements). No adjustments of volume or value shall be made to meet these requirements. (The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be

requested by the Authorized Officer at any time during falling operations. At the end of falling operations a completed tree tally shall be submitted to the Authorized Officer.)

INSTRUCTIONS: Use L-32 when it is as part of a mitigation requirement, where necessary to meet legal requirements, to create snags or coarse woody debris within a harvest area. An appropriate appraisal allowance should be included when using this provision.

EXAMPLE OF USE: In the special falling areas shown on Exhibit A, the Purchaser shall, upon completion of yarding, select and fall two hundred twenty-seven (227) standing trees 12-18 inches in diameter at breast height (DBH), marked with orange paint above and below stump height. Trees selected for felling shall be as close to the posted boundary as possible and may be posted trees, but shall be within 30 feet of the boundary. Trees felled shall be reserved in accordance with Section 41(b). Trees shall be felled toward the stream and shall be distributed throughout the special falling areas in accordance with the number shown at each special falling area. No adjustments of volume or value shall be made to meet the requirements of this provision. The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling operations. At the end of falling operations a completed tree tally shall be submitted to the Authorized Officer.

(New Provision)

PROVISION L-33: Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature ($2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total (Actual [include the word "Actual" for all scale for payment contracts using forms 5450-4/26]) Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the

Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

INSTRUCTIONS: Use this special provision in all Contracts for the Sale of Timber and Contracts for the Sale of Timber and other Wood Products. When using special provision L-33, the "Additional Information" section of each Timber Sale Notice and Timber Sale Prospectus shall include the following Statement:

"This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser's Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract."

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

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

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the

Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

PROVISION RC-1: Old RC-1 has been deleted as redundant.

PROVISION R-1: (Formerly RC-1a) and

The Purchaser shall (describe construction, improvement/renovation, and/or, decommissioning required) (in strict accordance with the plans

specifications shown on Exhibit [identify exhibit], which is attached hereto and made a part hereof.) (in accordance with the following specifications:)

INSTRUCTIONS: Use of R-1 requires the construction, decommissioning, or improvement/renovation of such items as roads, bridges, cattle guards, fences, etc. R-1 usually is supplemented by a provision prescribing when and under what conditions such construction must be completed. See R-1a, R-1b, R-1c, and R-1d.

In situations where short flagged-in spurs are to be constructed and there is no need for an Exhibit C, use the last parenthetical and add specifications to the stipulation.

EXAMPLE OF USE: The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0, and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

PROVISION R-1a: (Formerly RC-1b) 18,

Any required (construction, improvement, or renovation) of structures and roads shall be completed and accepted, in accordance with Section

prior to the removal of any timber, except right-of-way timber, over that road.

INSTRUCTIONS: Add R-la to R-l when removal of timber is conditioned upon satisfactory completion of road construction, improvement, or reno-vation. Upon written notice from the Purchaser that road work is complete and a subsequent inspection by the Authorized Officer indicates that the work is satisfactory, the Purchaser should be given written notice of acceptance of road construction from the Contracting Officer in accordance with Section 18 of the contract.

EXAMPLE OF USE: The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0, and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C,

which is attached hereto and made a part hereof. Any required construction or renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.

PROVISION R-1b: The Purchaser shall (describe requirement) (specify when completion is (Formerly RC-1c) required).

INSTRUCTIONS: Add R-1b to R-l when it is desirable to require completion of the work by a specified date.

EXAMPLES OF USE: The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0, and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. The Purchaser shall complete the required road construction within one (1) year after the approval date of this contract.

(or)

The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0, and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. The Purchaser shall construct, use and decommission temporary spurs by October 15th of the same respective operating season.

PROVISION R-1c: The Purchaser shall not commence work until receipt of written notice to
(Formerly RC-1d) do so from the Authorized Officer. Work shall commence no later than (specify number of days) days after such notice, and shall be completed (specify when completion is required).

INSTRUCTION: Add R-1c to R-1 when it is necessary and desirable for the Authorized Officer to regulate the construction period.

EXAMPLE OF USE: The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0, and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer. Work shall commence no later than thirty (30)

days after such notice and shall be completed within six (6) months after such notice.

PROVISION R-1d: (Formerly RC-1e) shown designated

Prior to completion and approval of sub-grade construction from station (number) to station (number) of Road No. (number) as on Exhibit (identify exhibit), all logs shall be removed from the right-of-way.

INSTRUCTIONS:

Add R-1d to R-1 when it is desirable to have the R/W logs removed from the R/W prior to approving the road sub-grade construction.

EXAMPLE OF USE:

The Purchaser shall construct Road No 29-3-13.5 and Spur #1, renovate Road No. 29-3-13.0 and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Prior to completion and approval of sub-grade construction from station 12+24 to station 18+00 of Road No. 25-2-19.2 as shown on Exhibits A and C, all logs shall be removed from the designated right-of-way.

PROVISION RC-1f: the

RC-1f has been deleted; intent that this type of specificity belongs in

Exhibit C.

PROVISION R-2:

The Purchaser is authorized to use the road(s) listed and shown on Exhibit (identify exhibit) for the removal of Government timber sold under the terms of this contract (and/or the hauling of rock as required in Exhibit C), provided that the Purchaser pay the required maintenance (and rockwear) obligations described in Section 42(__)(__)[1/] (and Section 42(__)(__)[2/]). Any road listed on Exhibit (identify exhibit) and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance (and rockwear) fees for the sale of additional timber under modification to the contract.

INSTRUCTIONS:

Use R-2 for BLM-controlled fee roads or other authorized roads for use by the Purchaser. R-2 may not stand alone but must be followed by a separate provision, either R-2b, R-2c or R-2d, which sets forth the road maintenance and/or rockwear obligations. The second sentence of R-2, i.e., "any road listed…," applies to the time period between purchaser completion of construction work and their acquiring

Contract Officer acceptance per Section 18 of the contract. It avoids problems that might arise if the Purchaser delays in requesting acceptance and the road deteriorates in the meantime.

1/ (specify contract section of the R-2c or R-2b special provision as it appears in the contract)
2/ (specify contract section of the special provision as it appears in the contract)

EXAMPLE OF USE: The Purchaser is authorized to use the roads listed and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(C)(2). Any road listed on Exhibit D and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

PROVISION RC-2a: Old RC-2a has been deleted and incorporated into new R-2.

PROVISION R-2a: With the prior written approval of the Authorized Officer, the Purchaser
(Formerly RC-2b) may arrange for cooperative maintenance with other users of road(s) needs a line for the list here
included in Section 42(__)(__)1/ 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.

INSTRUCTIONS: Use R-2a as separate provision to supplement R-2 when it is anticipated that roads authorized for use will be used by more than one Purchaser during the life of this contract.

1/ (specify contract section of the R-2f special provision as it appears in the contract)

EXAMPLE OF USE: With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users

of road Nos. 34-2-18.2 and 34-2-7.1A included in Section 42(C)(4) 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.

PROVISION R-2b: (Formerly RC-2c)

The Purchaser shall pay the Government a road maintenance (and rockwear) fee of (express total obligation due in both words and figures) for the transportation of timber included in this contract price (and for the transportation of any mineral material) over said road(s). The above maintenance amount is for the use of (number) miles of road or less. If the total road maintenance (and rockwear) fee does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance (and rockwear) fee exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance (and rockwear) obligation(s).

INSTRUCTIONS:

Add R-2b as a separate provision to supplement R-2 when the Purchaser is required to pay a road maintenance fee to the Government for roads, the use of which is authorized by R-2. R-2c is used when no alternate routes of access are available. This provision applies to lump-sum sales only.

EXAMPLE OF USE:

The Purchaser shall pay a road maintenance and rockwear fee of four thousand five hundred and no/100 dollars ($4,500.00) for the transportation of timber included in the contract area over said road. The above maintenance fee is for the use of ten (10) miles of road or less. If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.

PROVISION R-2c: (Formerly RC-2d)

The Purchaser shall pay the Government a road maintenance (and rockwear) fee of (specify amount) per thousand board feet per mile for the use of said roads. For administrative purposes the total maintenance (and rockwear) fee shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. In the event logs are hauled over more than one route, the estimated volume set forth in

Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads they intend to use in the removal of timber purchased under the contract, together with an estimate of the volume to be hauled over such roads. If the total road maintenance (and rockwear) fee does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance (and rockwear) fee exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance (and rockwear) obligation(s).

INSTRUCTIONS: Add R-2c as a separate provision to supplement R-2 when the Purchaser is required to pay a road maintenance fee to the Government for roads, the use of which is authorized by R-2. R-2c is used when alternate routes of access are available over the authorized system and it is not known at the time of sale which route or routes will be used. This provision applies to lump sum sales only.

EXAMPLE OF USE: See provision.

PROVISION R-2d: The Purchaser shall pay a road maintenance (and rockwear) fee of (specify (Formerly RC-2e) amount) per thousand board feet log scale per mile for the use of said

roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance (and rockwear) payment due, such excess shall be returned to the Purchaser after such determination is made.

INSTRUCTIONS: Add R-2d as a separate provision to supplement R-2 when the Purchaser is required to pay a road maintenance fee to the Government for roads, the use of which is authorized by R-2. R-2d is for use with **SCALE SALES ONLY** and it may be used with either fixed or alternate routes of access.

EXAMPLE OF USE: See Provision.

PROVISION R-2e: the (Formerly RC-2f)

The Contracting Officer may at any time, by written notice, terminate Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance (and rockwear) fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the road(s) listed in Section 42(__)(__)[1/]. If the total road maintenance (and rockwear) fee does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance (and rockwear) fee exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance (and rockwear) obligation(s).

INSTRUCTIONS:

Use R-2e when it is determined that road maintenance responsibility should be shifted from the Purchaser to the BLM during the life of the contract. This may occur if another BLM purchaser or a permittee are hauling on the same road simultaneously, and BLM maintenance will facilitate more effective administration. When the shift of responsibility takes place, the contract must be unilaterally modified by the Contracting Officer to remove roads from Purchaser maintenance and added to BLM maintenance, via modification of the Exhibit D. The method of determining the remaining contract volume on the sale area at the time of maintenance conversion, which, in turn, will establish the fee to be collected, will be of vital concern to prospective purchasers.

[1/] (specify contract section of the R-2 special provision as it appears in the contract)

EXAMPLE OF USE:

The Contracting Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 42(C)(4). If the total road maintenance fee does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

PROVISION RC-2g: RC-2g has been deleted as unnecessary; payment of rockwear is now a requirement of R-2.

PROVISION R-2f: (Formerly RC-2h)

(The)(Except for road maintenance in accordance with Section 42(__) (__),[1/]or[2/] the) Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

INSTRUCTIONS:

R-2f must be included in the contract when the Purchaser will be required to maintain roads authorized for use. Note that Section 16 of the lump sum contract states, "Purchaser shall perform or pay for the repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Section 42; provided, however, that the Purchaser shall not be responsible for repair of wear or repair which exceeds the standards of required maintenance show in in Section 42..."

The intent of this road maintenance provision is to tie Exhibit D, Road Maintenance Specifications, to Section 42 and establish a level of maintenance and repair which the Purchaser will be responsible for in terms of the kinds of maintenance to be performed, types of maintenance equipment, and conditions of the job to be done.

The second phrase of R-2f (second parenthetical) must be included when some part of the road system used by the Purchaser under the terms of the contract is maintained by the Government or others, i.e., R-2 or R-3. The blank is to be completed with the proper number of the section of the contract that provides for payment of a road maintenance fee by the Purchaser.

If all of the road system used by the Purchaser under terms of the contract is maintained by the Purchaser, that portion of R-2f within the second parenthesis should be omitted (see example).

[1/] (specify contract section of the R-2 special provision as it appears in the contract)

[2/] (specify contract section of the R-3 or R-3a special provision as it appears in the contract)

EXAMPLE OF USE:

The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

PROVISION R-3: In the use of Road No(s). (_____), the Purchaser shall comply with the conditions of (Right-of-Way and Road Use Agreement No. _____ dated _____), (Access Road Easement RE-_____ dated _____), between the United States of America and (___ _____). This document is available for inspection at the (District) Office.

These conditions include:

(a) (Payment of a road use obligation of _____ and ____/100 dollars ($_____) to _____, payable at the time indicated in the License Agreement.)

(b) (Payment of a road maintenance (and rockwear) obligation of _____ and ____/100 dollars ($_____) to _____, payable at the time indicated in the License Agreement.)

(c) (Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.)

(C) (d) (Prior to cutting or removing any timber from the road right-of-way between Stations _____ and _____ on Road No. (specify number), the Purchaser shall pay to (owner's name), the owner of the right-of-way timber, the total purchase price of (specify amount for that timber.)

(C) (e) (Prior to cutting or removing any timber from the road right-of-way between Stations _____ and _____ on Road No. (specify number) the Purchaser shall pay to (owner's name), the owner of the right-of-way timber, the total value of that timber, as shown below, based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth on Exhibit B.

Species	Estimated Volume	Price per Unit	Estimated Volume x Unit Price
_____	_____	_____	_____
_____	_____	_____	_____
		Total Value	_____)

(C) (f) (Add additional requirements of the license agreement.)

(g) 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.

INSTRUCTIONS: Use R-3 to reference easements or right-of-way agreements which permit the use of third party lands or roads by the Purchaser. The conditions of the easement or right-of-way use should be set out in the contract. Note: Subsection (g) "Default by Purchaser …" is not optional and should be included in all contracts using R-3.

Important: Put R-3 and R-3b both in prospectus when applicable. If the permittee purchases the timber sale, delete R-3 in the final contract.

EXAMPLE OF USE: In the use of Road No(s). 34-6-19.2, 34-7-36 and 34-7-36.3, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-541 dated February 3, 1984, between the United States of America and ABC Lumber Company. This document is available for inspection at the Bureau of Land Management, Medford District Office.

These conditions include:

(C) (a) Payment to ABC Lumber Company, a road use obligation of one thousand eighty-five and 57/100 dollars ($1,085.57) payable at the time indicated in the license agreement.

(b) Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement.

(c) Prior to cutting or removing any timber from the road right of way between Stations 0+00 and 1+53 on Road No. 30-8-34.0 (Segment A), the Purchaser shall pay to ABC Timber Company, the owner of the right-of-way timber, the total value of that timber as shown below based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth on the Exhibit B.

Species	Estimated Volume MBF	Price Per MBF	Estimated Volume times Unit Price
Douglas-fir	1.40	*	*

*These figures will not be available until after the timber sale.

(C) (d) 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 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.

PROVISION R-3a: In the (construction and) use of Road No(s)._____, the Purchaser shall comply with the conditions of the Bureau of Land Management and Forest Service Interagency Right-of-Way and Road Use Agreement No. WO-140 dated May 20, 1980, and Exhibit A, Agreement No._____. The conditions include:

(C) (a) (List the requirements of the agreement which apply to the contract.)

INSTRUCTIONS: Use R-3a to list the conditions of the agreement such as maintenance, rockwear, and special road use requirements.

EXAMPLE OF USE: In the use of Road No. USFS 2411, the Purchaser shall comply with the conditions of the Bureau of Land Management and Forest Service Interagency Right-of-Way and Road Use Agreement No. WO-140 dated May 20, 1980, and Exhibit A, Agreement No. 372. The conditions include:

(C) (a) Road maintenance by the Purchaser, dust abatement, replacement of twenty-two and one half (22.5) cubic yards of surface rock in accordance with the attached Exhibit D.

(b) Provide a performance bond in the amount of five thousand and no/100 dollars ($5,000.00).

PROVISION R-3b: The Government is hereby granted an allowance of (express total amount in both words and figures) as payment towards Government's share of the replacement cost of the following road(s) included in Road Use Agreement(s) (give number(s)):

(Insert schedule which identifies each road and the amount of the respective allowance or refer to an exhibit which contains the schedule.)

It is understood that the purchase price stated in Section 2 of this contract is the net price and that no adjustment will be made from the purchase price because of such allowance.

INSTRUCTIONS: Use R-3b whenever the Purchaser and the permittee/applicant to the road use agreement are the same. It must be included in every contract where the Purchaser will use purchaser controlled roads covered by a road use agreement which the Purchaser executed as the permittee/applicant. R-3b establishes the amount of the appraisal allowance for the use of purchaser controlled roads.

EXAMPLE OF USE: The Government is hereby granted an allowance of one thousand six hundred seven and 30/100 dollars ($1,607.30) as payment towards the Government's share of the replacement cost of the following roads included in Road Use Agreement No. M-500:

Agreement Number	Road Number	Volume in MBF	Use Fee Per MBF	Total Fee
M-500	19-9-34.1	2,010	$0.55	$1,105.50
M-500	20-9-11.3	1,930	$0.26	$501.80
				$,1607.30

It is understood that the purchase price stated in Section 2 of this contract is the net price and that no adjustment will be made from the purchase price because of such allowance.

PROVISION R-3c: The Purchaser 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.

INSTRUCTIONS: Use R-3c as a separate provision to supplement R-3 when it is possible for the Purchaser to elect to use access other than that provided in the contract and the United States has the right to use that road or portions thereof. This provision will ensure that the United States receives proper credit for any of its timber hauled over that road or roads. R-3e provision must be preceded by provision R-3. (See H-5470-1 for additional information on haul route modification)

EXAMPLE OF USE: See provision.

PROVISION R-3d: Provided, however, that upon receipt of written notice from the Authorized Officer, the unpaid balance of the road use obligation of (specify amount) required under (road agreement no.) (right-of-way permit no.) shall be paid thereafter to the Bureau of Land Management rather than as provided for in the (agreement) (permit).

INSTRUCTIONS: Use R-3d as a separate provision to supplement R-3 when it cannot be determined which of several timber sale contracts will complete payment of the United States share of road amortization. To implement this shifting of payments effectively, it will be necessary to work closely with the purchasers and the road owner to limit the payment of road use fees to the road owner to just that amount necessary to pay the Government's share. R-3d should be preceded by R-3.

EXAMPLE OF USE: Provided, however, that upon receipt of written notice from the Authorized Officer, the unpaid balance of the road use obligation of one thousand five hundred and no/100 dollars ($1,500.00) required under Road Agreement No. M-500, shall be paid thereafter to the Bureau of Land Management rather than as provided for in the agreement.

PROVISION R-3e: The Purchaser shall pay shall pay a road (use and) maintenance fee of (specify amount in both words and figures) per thousand board feet log scale per mile for the use of said roads. The totals fees due shall be based on the volumes specified in Exhibit B of this contract, and mileage of roads used, as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Contracting Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Contracting Officer shall establish an installment schedule of payment of the road (use and) maintenance obligation.

INSTRUCTIONS: Use R-3e as a separate provision to supplement R-3 when the Purchaser is required to pay road use and/or maintenance fees to a Licensor for the use of roads covered in a Licensee Agreement. R-3e is for use with SCALE SALES ONLY and it may be used with either fixed or alternate routes of access. (For additional information see O&C Logging Road Right-of-Way Handbook H-2812-1 Chapter VIII F.2.D.)

EXAMPLE OF USE: The Purchaser shall pay a road use and maintenance fee of two and 57/100 dollars ($2.57) per thousand board feet log scale per mile for

the use of said roads. The totals fees due shall be based on the volumes specified in Exhibit B of this contract, and mileage of roads used, as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Contracting Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Contracting Officer shall establish and installment schedule of payment of the road use and maintenance obligation.

PROVISION RC-4: RC-4 was deleted as unnecessary.

PROVISION RC-5, 6, 7: RC-5, 6, and 7 have been deleted as unnecessary and combined into R-3.

PROVISION R-4: The Purchaser shall be required to secure written approval to use vehicles
(Formerly RC-8) or haul (forest products) (and equipment) over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

Details of such equipment shall be furnished to the Authorized Officer 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 vehicle.
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

vehicles or equipment: (1) without written approval; (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 a technical inspection and evaluation.

INSTRUCTIONS: R-5 should be included in all contracts for the sale of timber involving the use of Government-owned or controlled bridges or other structures that may be, subject to damage from overweight or over-dimension or tracked vehicles or equipment.

All proposals should be reviewed and approved by the District Engineer, or Division Chief having responsibility for the maintenance of transportation facilities. Proposals for overweight vehicular use over bridges should be sent to the BLM State Bridge Engineer for review and haul authorization recommendations. The Field Manager will utilize these recommendations and provide the Purchaser with a haul authorization letter. Approvals or other findings should be documented in the official contract file, and the state and local bridge files.

As a part of the written approval, provision should be made for any restrictions or special precautions to be adhered to by the Purchaser when using overweight or over-dimension or tracked vehicles or equipment on Government roads or structures. Language should be included in the sale notice and prospectus to provide guidance to bidders on how the potential load restrictions will impact the vehicles they may be using. A few known configurations might also be included, so if the Purchaser's actual configurations matched the specified weight and configurations, the approval process would be expedited.

The BLM has no authority to authorize use of oversize, overweight or tracked vehicles or equipment on structures under the control of another party. However, where the BLM has a right for its Purchasers to use such structures, the BLM use should be in conformance with the rights and obligations specified in the agreement under which BLM obtained the right, including any special license issued by the owner. Holders of non-exclusive easements must be notified in writing in advance of use by BLM Purchaser's oversize or overweight vehicles or tracked equipment.

EXAMPLE OF USE: See Provision.

PROVISION R-5: 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 when crossing with protective devices.

(Formerly RC-8)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use tracked vehicles or equipment: (1) without written approval; (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 a technical inspection and evaluation.

INSTRUCTIONS: R-6 should be used in all timber sale contracts when concrete or asphalt facilities are within proximity of logging operations.

EXAMPLE OF USE: See Provision.

ENVIRONMENTAL PROTECTION (E)

PROVISION E-1: In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall (identify measures required which are considered above the normal requirements of Sec. 26.)

INSTRUCTIONS: Use E-1 when special problems are encountered in the contract area which requires treatment in excess of that normally expected of the Purchaser under the terms of Sec. 26 of Contract Forms 5450-3/25 and 5450-4/26.

EXAMPLES OF USE: (Six examples)

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall remove existing logs and debris from Deer Creek
(C) (1) where it flows through the contract area and shall restore any banks damaged by such removal.

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall not employ any workers with a history of having had
(C) (2) typhoid, amoebic dysentery, or infectious hepatitis. A health certificate to this effect must be filed with the Authorized Officer for each employee.

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall establish pit privies, chemical toilets, or water-tight vault-type privies convenient to all principal points of operation. Pits shall be of such depth that contents may be buried at least three (3) feet below the surface before the site is abandoned. At no time shall any pit privy be allowed to fill to within three (3) feet of the ground surface before being backfilled with earth. No privy shall be located closer
(C) (3) than three hundred (300) feet from a stream or tributary and sites as nearly level as possible shall be selected. Vault-type privies shall receive proper servicing and maintenance and the waste material shall be disposed of in a manner approved by the local health department and the State Board of Health. Employees shall use the toilet facilities provided. Employees shall be notified of sanitary regulations and fully instructed as to their meaning and importance. The Purchaser is responsible for enforcing the sanitary regulations. No camps shall be allowed.

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall furnish to the Government fifty (50) pounds of fescue
(C) (4) grass seed for seeding by the Government in the contract area and on cuts and fills of the road to be constructed by the Purchaser.

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall seed the slopes of all cuts and fills of the Deer Creek
(C) (5) Road with Alta Fescue grass to create a sufficient cover to prevent erosion.

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete seeding, fertilizing, and mulching on cuts, fills, and waste areas as designated by the Authorized Officer along all sections of roadway excavated during the year. Seeding, fertilizing, and mulching will not be required on cut slopes in areas of rock
(C) (6) material. The Authorized Officer may set time limits for the beginning and completion of erosion control measures. Grass seed, fertilizer, mulch, and suitable equipment to apply these materials shall be furnished by the Purchaser. The equipment and materials shall be approved in writing by the Authorized Officer prior to the start of the seeding, fertilizing and mulching operation.

The grass seed mixture shall be mixed in the following proportions by weight and furnished in sealed containers. Grass seed which has become wet, moldy, or otherwise damaged, will not be used.

Alta Fescue	45%
Creeping Red Fescue	20%
Annual Rye Grass	20%
Dutch White Clover (Inoculated)	15%

All seed used shall meet all requirements of the Federal Seed Act (7 U.S.C. Secs. 1551-1610, incl.) and the seed laws and noxious weed laws of Oregon. Evidence of seed certification shall be furnished at the request of the Authorized Officer. All leguminous seed will be inoculated with approved cultures in accordance with instructions of the manufacturer. The seed used shall meet the following requirements:

Purity	95.0% minimum
Germination	85.0% minimum
Weed Content	0.5% maximum

Fertilizer shall be water soluble commercial fertilizer supplied in combination containing the following ratio:

Available nitrogen	16
Available phosphoric acid	20
Potassium	0

Mulch shall consist of straw, hay, or specially prepared wood cellulose fiber processed in such a manner that it contains no growth or germination-inhibiting factors and shall be free of noxious weed seed.

The Purchaser shall apply grass seed, fertilizer, and mulch uniformly on the designated areas at a rate to give the following coverage per acre:

Grass seed	40 pounds per acre
Fertilizer	200 pounds per acre
Mulch	4,000 pounds per acre

No seed, fertilizer, or mulch shall be applied when wind velocities will prevent uniform application of the material on the designated areas.

PROVISION E-2: The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit _____ which is attached hereto and made a part hereof.

INSTRUCTIONS: Use E-2 when specifications for water bars should be included in the contract.

EXAMPLE OF USE: The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit F which is attached hereto and made a part hereof.

Provision E-3 (Deleted) This provision has been put into the Standard Provisions (boilerplate) (Forms 5450-3/25 and 5450-4/26).

(PREVIOUSLY PROVISION E-4)

PROVISION E-3: The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Contracting Officer that:

(C) (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;

(C) (2) when, in order to comply with the Endangered Species Act (or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District

Record of Decision (ROD) and Resource Management Plan (RMP)), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(C) (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;

(C) (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;

(C) (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;

(C) (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;

(a) 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;

(b) 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. (use 3.a. for scale sale contract form 5450-4/26) 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. (use 3.a. for scale sale contract form 5450-4/26) of the contract within 15 days after the bill for collection is issued, subject to Section 3.j. (use 3.i. for scale sale contract form 5450-4/26) 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.

(Include this paragraph for salvage sales only) "In the event that a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between (specify the dates during which operations may occur) during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may

result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding 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.

INSTRUCTIONS: The E-3 Special Provision is necessary to provide the Contracting Officer the flexibility to suspend, modify and/or terminate the contract to affect the required protection of species protected by the Endangered Species Act; BLM Special Status Species policy; or District RMP/ROD;- protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines; or when necessary to comply with a court order. Include this Special Provision in all contracts, except in negotiated right-of-way contracts prepared pursuant to reciprocal right-of-way agreements, which do not include the language that provides the BLM sufficient discretion to initiate consultation under Section 7(a) of the Endangered Species Act (ESA). Only include the underlined portions of Item No. 2 and the eighth paragraph in contracts prepared pursuant to the Western Oregon Record of Decision (ROD)/Resource Management Plans (RMPs).

EXAMPLE OF USE: See Provision

(PREVIOUSLY PROVISION E-5)

PROVISION E -4: In the (give location(s)) as shown on Exhibit A, the Purchaser shall select (specify number) wildlife trees/snags in accordance with the specifications shown on Exhibit (__). Each selected tree/snag shall be (specify color) painted above and below stump height as directed by the Authorized Officer. Prior to the commencement of (any operations) (timber felling), the Authorized Officer will require the Purchaser to enter into a contract modification which grants approval of the Purchaser's tree/snag selection and modifies the purchase price as shown in Section 2 of this contract. The total purchase price will be modified on the basis of the volume and market value of selected

trees/snags merchantable volume as determined by the Authorized Officer, but not less than the contract price per MBF. Approved selected trees/snags are reserved and any damage may be subject to the provisions of this contract.

INSTRUCTIONS: Provision E-4 directs the Purchaser to select wildlife trees/snags to be reserved for wildlife purposes. It requires a contract modification to approve the Purchaser's selections and to modify the total purchase price in the amount of the selected trees/snags merchantable volume. The contract modification must also include a timber reservation provision to reserve the selected trees/snags. Appraisal allowance should be made for the Purchaser's labor and materials. This provision is to be used in those locations where the requirements of operational safety, logging methods, and management plans suggest the participation of the Purchaser in order to avoid conflicts. In the use of this provision, the wildlife tree/snag selection guidelines and specifications (Exhibit (_)) must be comparable with the existing stand composition of the timber sale. (A sample contract exhibit entitled "General Guidelines for Selecting Standing Wildlife Trees" is attached at the end of the "E" special provisions for inclusion in the contract.)

EXAMPLE OF USE: In the harvest areas as shown on Exhibit A, the Purchaser shall select 55 wildlife trees/snags in accordance with the specifications shown on Exhibit E. Each selected tree/snag shall be orange painted above and below stump height as directed by the Authorized Officer. Prior to the commencement of any operations, the Authorized Officer will require the Purchaser to enter into a contract modification which grants approval of the Purchaser's tree/snag selection and modifies the purchase price as shown in Section 2 of this contract. The total purchase price will be modified on the basis of the volume and market value of selected trees/snags' merchantable volume, but not less than the contract price per MBF as determined by the Authorized Officer. Approved selected trees/snags are reserved and any damage may be subject to the provisions of this contract.

(PREVIOUSLY PROVISION E-6)

PROVISION E-5: The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting northern spotted owls (owls) may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of the harvest units. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations (in writing). Without this approval, such operations are prohibited from March 1 through (September 30/habitat removal or July 15/ disturbance) of each year.

INSTRUCTIONS: Include E-5 in all timber sale contracts where the U. S. Fish and Wildlife Service determines that incidental take of northern spotted owls would occur or when it is possible to minimize seasonal restrictions. Length of seasonal restriction must be selected based on protection from type of effect to the species habitat removal -- September 30 or disturbance to the species -- July 15. This provision may be used in conjunction with L-19, which imposes the seasonal restriction.

EXAMPLE OF USE: See provision

(PREVIOUSLY PROVISION E-7)

PROVISION E-6: In the (describe area) no (describe activities) shall be conducted from (describe seasonal restriction).

(1) This is a seasonal restriction to protect northern spotted owls. The Purchaser may, at their own expense and risk, conduct surveys in order to potentially waive or modify this restriction.

(2) If the Purchaser elects to conduct surveys, the Purchaser must notify the Authorized Officer by February 15 of any calendar year that the Purchaser desires to conduct such surveys. Surveys must be completed to strict protocols and procedures that will be provided by the Authorized Officer. Survey plans and results must be approved by the Authorized Officer prior to issuance of any modification or reduction of the restrictions. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations (in writing) or depending upon the results, surveys may result in the Contracting Officer invoking Section 42( )( ) including suspension of operations or increasing restrictions for the calendar year.

INSTRUCTIONS: Provision E-6 allows the Purchaser at their expense to complete surveys to reduce seasonal restrictions for northern spotted owls. Include this provision in timber sale contracts where seasonal restrictions could be changed as a result and it is desired to allow for wider seasonal operating period; however BLM is not undertaking the survey work itself.

EXAMPLE OF USE: In Partial Harvest Area west of Road No. 15-1-19.1, no harvest activities, including road construction and decommissioning shall be conducted from March 1 to July 15 of each year, both days inclusive.

(1) This is a seasonal restriction to protect northern spotted owls. The Purchaser may, at his own expense and risk, conduct surveys in order to potentially waive or modify this restriction.

(2) If the Purchaser elects to conduct surveys, the Purchaser must notify the Authorized Officer by February 15 of any calendar year that he wishes to conduct such surveys. Surveys must be done to strict protocols and procedures that will be provided by the Authorized Officer. Survey plans and results must be approved by the Authorized Officer prior to issuance of any modification or reduction of the restrictions. Depending upon the results, surveys may result in the Contracting Officer invoking Section 42(d)(6) including suspension of operations or increasing restrictions for the calendar year.

(PREVIOUSLY PROVISION E-8)

PROVISION E-7: In order to prevent the spread of noxious weeds (and *Phythophthora lateralis*), the Purchaser shall (steam clean or pressure wash) all (describe equipment to be cleaned) prior to entry onto BLM lands (and between sale locations) as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

INSTRUCTIONS: Use E-7 when it is desirable to have a requirement for washing equipment in order to avoid the spread of invasive species or *Phythophthora lateralis*.

EXAMPLES OF USE: In order to prevent the spread of noxious weeds and *Phythophthora lateralis*, the Purchaser shall pressure wash all logging and road construction equipment, except log trucks, prior to entry onto BLM lands and between sale locations as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

Sample Exhibit for E-4:

Wildlife Tree Specifications for Cutting Unit No., as Shown on Exhibit

1. Number: A minimum of ___ wildlife tree(s) per acre, all safe wildlife trees will be marked. The minimum number of wildlife trees for cutting unit No.____ is ____. Maintenance of this number of wildlife trees throughout all operations of this contract is required.

Diameter and Height: At least ____ tree(s) per acre shall be 20 inches D.B.H. or larger and have a minimum height of 50 feet. Trees down to 12 inches D.B.H. may be left, but they will not count toward the required number of trees/snags.

Species: The following species should be marked in order of preference and achieve the approximate percentage by species as compared to total.

	Species	Minimum %
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

2. Condition (degree of soundness): Acceptable wildlife trees will only be hard snags with intact (tight) bark and live (low value) trees with firm root systems. Wildlife trees will be ____% (range) live low value trees, and ____% (range) hard snags.

Location: Wildlife trees should be distributed throughout the cutting unit, as shown on attached map. Pockets or clusters (clumps) of wildlife trees are desirable, provided they are marked in portions of cutting units away from landings and roads. Attached is a map exhibit of the cutting unit with the preferred location of wildlife trees.

Notes required for wildlife tree approval. Purchaser must supply the following for approval, prior to any operations in cutting unit.

a. Map showing the location of selected wildlife trees.

Record of trees marked with the following information:

Number of trees marked by species.

Diameter/height by species.

(1) Live/dead by species.

MISCELLANEOUS PROVISIONS (M)

PROVISION M-1: The Purchaser agrees that the United States, its power permittees, lessees, and licensees, shall not be responsible or held liable or incur any liability for the damage, destruction, or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by, or under the authority of, the United States.

INSTRUCTIONS: M-1 is required to be included in all forest product sales located in lands classified, withdrawn, or reserved for power purposes. Refer to H-5400-1, SALES OF FOREST PRODUCTS –Lands Withdrawn for Power Purposes by the Federal Energy Regulation Commission (FERC), referencing National Level Memorandum of Understanding WO-12, Power Withdrawals and Right-of-Way Permits, July 20, 1966, FPC/INT, which provides this provision for inclusion in BLM contracts.

EXAMPLE OF USE: See Provision.

PROVISION M-2: The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to place Government supplied load tickets on each load of logs as directed by the Authorized Officer, and make such contract timber available for such scaling at a location or locations to be designated or approved in writing by the Authorized Officer. At the approved location or locations and as directed by the Authorized Officer, the Purchaser shall either make loaded logs available for ramp scaling, or provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, and to place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such scaling causes a delay in log transportation or yard operations, a reduction will be made to the total purchase price by applying a value or $1.00 to $5.00 per thousand board feet times the volume actually administratively check scaled as determined by the Authorized Officer. Any reduction in total purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of any delay

in log transportation and/or yard operations. Such adjustment to the total purchase price shall be made by unilateral modification of the contract executed by the Contracting Officer. Scaling will be conducted by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

INSTRUCTIONS: Use M-2 in all lump sum sale contracts for optional administrative check scales when qualified BLM scalers are available. The flexibility to select any lump sum sale for administrative check scaling best supports the cruising quality control policy and objectives. This provision allows ramp or yard scaling at any locations designated or approved by the Authorized Officer. This provision allows an adjustment to the purchase price only if the check scaling causes a delay in log transportation and/or yard operations. No allowance is made in the timber appraisal for check scaling. Purchaser is not required to provide a scale platform in the event ramp scaling is required. All or part of a sale may be check scaled. For modification of the contract, compute log transportation and/or yard operations delay costs for entire sale volume or for the portion of volume actually administratively check scaled. See Special Provision L-14, for check scale of cruise plot, as another means of quality control and training within the scope of contract operations.

EXAMPLE OF USE: See Provision.

PROVISION M-3: Upon notice to the Purchaser from the Authorized Officer the Purchaser shall treat with an herbicide solution, as prescribed in this section, the stumps of all (specify species) trees cut on the contract area in the following manner:

(C) (1) each stump shall be treated immediately after cutting;

(C) (2) treatment shall consist of application of herbicide to the sawn face of the stump. Minimum treatment area shall be a one-fourth (1/4) inch wide band encircling the stump, immediately inside the bark;

(C) (3) the herbicide used shall be (specify herbicide) with sufficient methylene blue dye added to provide a readily visible color after application;

(C) (4) the Purchaser shall provide the required herbicide;

(C) (5) the herbicide must be stored, handled, used and disposed of in accordance with Section 28 of this contract. Herbicide treatment shall be performed at the direction of the Authorized Officer and to his satisfaction.

INSTRUCTIONS: Use M-3 in all contracts that should require herbicide treatment to hardwood stumps to prevent sprouting. Such herbicide application must be included in the approved integrated pest management program for the year the herbicide is to be applied.

EXAMPLE OF USE: Upon notice to the Purchaser from the Authorized Officer, the Purchaser shall treat with an herbicide solution, as prescribed in this section, the stumps of all maple trees cut on the contract area in the following manner:

(C) (1) each stump shall be treated immediately after cutting;

(C) (2) treatment shall consist of application of herbicide to the sawn face of the stump. Minimum treatment area shall be a one-fourth (1/4) inch wide band encircling the stump, immediately inside the bark;

(C) (3) the herbicide used shall be Tordon 101 with sufficient methylene blue dye added to provide a readily visible color after application;

(C) (4) the Purchaser shall provide the required herbicide;

(C) (5) the herbicide must be stored, handled, used and disposed of in accordance with Section 28 of this contract. Herbicide treatment shall be performed at the direction of the Authorized Officer and to his satisfaction.

PROVISION M-4: Immediately following the felling of each conifer tree designated for cutting in the contract area, the Purchaser shall examine the stump for the presence of *Phellinus weirii* (laminated root rot). Each stump showing signs of *Phellinus weirii* shall be marked by sawing two (2) parallel cuts across the entire sawn face with a chain saw. The Government will provide Purchaser with instructions on how to recognize the disease. Purchaser agrees to provide an opportunity for Purchaser's fallers to receive these instructions prior to falling the timber.

INSTRUCTIONS: Evidence of *Phellinus weirii* is easily seen in freshly cut stumps but within a few days the characteristic stain on the stump face is bleached out beyond positive identification. With minimal instructions, fallers can quickly make positive identification of the disease and mark the stump of affected trees for our silviculturist's later examination.

This provision should only be used in contracts that will be surveyed for evidence that the root rot is present.

EXAMPLE OF USE: See Provision.

PROVISION M-5: The Purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

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

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

INSTRUCTIONS: Use M-5 in all contracts that are set-aside for preferential bidding by small business qualified concerns.

EXAMPLE OF USE: See Provision.

PROVISION M-6: "In the (specify) area(s) shown on Exhibit A, the Purchaser shall make cable road changes by completely re-spooling the cables and restringing the layout from the head spar to the new tailhold to protect the advance reproduction present on these areas."

INSTRUCTIONS: Use L-25 in contracts where this rigging technique for changing skyline yarding roads (i.e., without lateral movement of extended cables) is necessary to protect reserved trees or reproduction.

EXAMPLE OF USE: In the special yarding areas shown on Exhibit A, the Purchaser shall make cable skyroad changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect the advance reproduction present on these areas.

FIRE PREVENTION (F)

General Instructions on Use of Special Provisions

The following provisions should be used judiciously. Most of them are duplicated in part by State administrative rules which implement legal statutes. Collectively, these statutes and rules represent the "applicable laws and regulations" mentioned in Section 15 of Contract Forms 5450-3/25 and 5450-4/26, and require the timber sale purchaser to comply with such statutes and rules.

Although some duplication exists, the BLM fire prevention and control provisions generally are more explicit and specific than State requirements, and usually exceed State standards. Also, State requirements are subject to unilateral modification or waiver by the State. Therefore, there can be situations in which it will be preferable to use the BLM provisions rather than to rely entirely upon "applicable laws and regulations" of the State. However, State requirements should normally protect BLM interest quite adequately. Each proposed timber sale should be evaluated individually for its fire protection needs.

BLM timber sale planners and contract administrators should familiarize themselves with State laws and administrative rules pertaining to fire protection. Knowledge of these laws and rules, and local experience, will enable planners to judge whether BLM fire protection provisions need to be written into the timber sale contract for a particular proposed sale area. Well-informed contract administrators will be able to recognize instances of Purchasers' non-compliance with State requirements and to take appropriate corrective action (refer to Subsection II.I. of H-5460-1, SALES ADMINISTRATION; and Subsection II.A.7. of H-5480-1, CONTRACT VIOLATION-SUSPENSION-CANCELLATION; SETTLEMENT OF UNCOMPLETED CONTRACT). Close liaison with State protection personnel is essential to sound timber sale planning and contract administration.

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

INSTRUCTIONS: Use F-1 to require a fire prevention and control plan. If "F" provisions in addition to a fire prevention and control plan are to be included in the contract, use F-la.

EXAMPLE OF USE: See Provision.

PROVISION F-la: Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(C) (1) At least three (3) days prior to the operation of power-driven equipment during any 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) (and the State of Oregon Department of Forestry).

(C) (2) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger: (Add appropriate "F-2" provisions to complete.)

(C) (3)(Add appropriate "F" provisions to complete.)

INSTRUCTIONS: F-la is an introductory clause to all other "F" provisions. Use F-la to require a fire prevention and control plan, specific equipment (see F-2a through F-2g) and other "F" provisions (see F-3 through F-8).

EXAMPLE OF USE: Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(C) (1) At least three (3) days prior to the operation of power-driven equipment during any 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 and the State of Oregon, Department of Forestry.

(C) (2) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during the 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 employees 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 box may serve two (2) 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 nor less than one

(1) tool for each employee 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 during periods of operation one (1) tank truck of one thousand (1000) gallons or more capacity with one thousand (1000) feet of one and one-half (1 1/2) inch hose and a nozzle. Two (2) five hundred (500) gallon tank trucks or portable tanks may be substituted for each required one thousand (1000) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each 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 power take off driven or truck-mounted auxiliary engine driven, or portable. 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. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks shall be filled with water and made available for immediate use.

(c) A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.

A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night fire fighting. Each headlamp shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlamp.

(C) (2) Where blocks and cables are used on the contract area during periods of fire danger, the purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(C) (3) The Purchaser shall construct and maintain one water reservoir and suitable truck access road to the reservoir to the satisfaction of the Authorized Officer in accordance with the plans and specifications listed on Exhibit F and the location shown on Exhibit A.

PROVISION F-2a: Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees 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 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 nor less than one (1) tool for each employee 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.

INSTRUCTIONS: Add F-2a to F-la to contract which will be operating during periods of fire danger. Equipment required must be equivalent to or exceed State standards.

EXAMPLE OF USE: See Provision.

PROVISION F-2b: At each landing (or such other place as the Authorized Officer shall designate) during periods of operation (specify number) (fire engine(s)) (tank truck(s)) of (specify amount) gallons or more capacity with (specify amount) feet of (specify diameter) hose (specify numbers and sizes of wyes and reducers) and (specify number) (specify size) nozzle(s). (Specify number) (specify amount) gallon (fire engine(s)) (tank truck(s)) (or portable tanks) may be substituted for each required (specify amount) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each (fire engine(s) / tank truck(s)) 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 power take off driven or truck-mounted auxiliary engine driven, or portable. 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. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and (fire/tank) trucks shall be filled with fuel and made ready for immediate use. All (fire/tank) trucks shall be filled with water and made available for immediate use.

INSTRUCTIONS: Add F-2b to F-la when it is desirable to require tank trucks.

EXAMPLE OF USE: At each landing during periods of operation one (1) tank truck of one thousand (1000) gallons or more capacity with one thousand (1000) feet of one and one-half (1 1/2) inch hose and a nozzle. Two (2) five hundred (500) gallon tank trucks or portable tanks may be substituted for each required one thousand (1000) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each 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 power take off driven or truck-mounted auxiliary engine driven, or portable. 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. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks shall be filled with water and made available for immediate use.

PROVISION F-2c: Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area and (City and State). Such communication shall be available during periods of operation including the time watchman service is required.

INSTRUCTIONS: Add F-2c to F-la when it is desirable to require communication equipment.

EXAMPLE OF USE: Serviceable cell phone or radio equipment to provide prompt and reliable communication between the contract area and Prineville, Oregon. Such communication shall be available during periods of operation including the time watchman service is required.

PROVISION F-2d: A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.

INSTRUCTIONS: Add F-2e to F-1a if there may be a need for night fire fighting capability.

EXAMPLE OF USE: See Provision.

PROVISION F-2f: A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.

INSTRUCTIONS: Add F-2d to F-la if there may be a need for night firefighting capability.

EXAMPLE OF USE: See Provision.

PROVISION F-2f: Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.

INSTRUCTIONS: Add F-2f to F-la when fire protection provisions of the State forest laws pertaining to pump cans on operating areas are considered inadequate in relation to the anticipated operational conditions.

EXAMPLE OF USE: See Provision.

PROVISION F-2g: A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the (Oregon State Forester/Authorized Officer) 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 bucker using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable

material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the (Oregon State Forester/Authorized Officer).

INSTRUCTIONS: Add F-2g to F-la when fire protection provisions of the State forest laws pertaining to power saws need to be strengthened. The Spokane District should use the words "Supervisor, Washington Department of Natural Resources" instead of "Oregon State Forester".

EXAMPLE OF USE: See Provision.

PROVISION F-3: Fire lines to mineral soil shall be constructed and maintained (describe location). If logging is commenced in the winter season, all fire lines must be constructed prior to (date). Otherwise all fire lines shall be constructed prior to commencement of logging operations. All landings shall be cleared of flammable material. The Authorized Officer shall designate the width and location of the fire lines.

INSTRUCTIONS: Add F-3 to F-la in the timber sale contract only when advance construction of fire lines will definitely be required. Otherwise, use F-4. Advance construction of fire lines will be required only where it can be definitely related to a real need or anticipated advantage.

Situations where advance construction will be necessary or advantageous are expected to be occasional or rare. Examples of such situations could be a regeneration harvest unit adjoining or near a cutover area where residual slash is a serious fire hazard, or an open ridgetop affording a natural location for an effective fire line which will not be impaired by logging debris after construction.

Joint preparation of preliminary slash disposal plans should be routine and should involve the fire management people (Oregon State Forestry Department district or association district, Washington Department of Natural Resources, U.S. Forest Service or BLM management personnel) who have fire protection responsibility for the area under consideration. During advance planning, utilize the knowledge of these specialists in fuels management and fire management to evaluate needs for fire lines and to identify sites or situations where advance fire line construction will be necessary or advantageous.

EXAMPLE OF USE: Fire lines to mineral soil shall be constructed and maintained on the approximate locations designated on Exhibit A. If logging is commenced in the winter season, all fire lines must be constructed

prior to April 1. Otherwise, all fire lines shall be constructed prior to commencement of logging operations. All landings shall be cleared of flammable material. The Authorized Officer shall designate the width and location of fire lines.

PROVISION F-4: (Hand) (Tractor) fire lines to mineral soil (minimum width (specify number) feet) within a (specify number) foot wide clear corridor) (maximum width (specify number) feet), shall be located, constructed and maintained as directed by the Authorized Officer not to exceed (specify number) horizontal feet in length. (Concentrations of slash containing burnable material (specify number) inch(es) in diameter and larger shall be pulled back (specify number) feet from the mineral fire line at locations to be designated on the ground and dispersed within the clear cut area.) (Berms shall be placed at the outside of firelines away from the clear cut area.) (The Authorized Officer shall designate the time of construction. Fire lines shall be constructed within thirty (30) days of notification by the Authorized Officer.) (Water bars shall be constructed and maintained on the fire lines to the satisfaction of the Authorized Officer.)

INSTRUCTIONS: Add F-4 to Fla only when it is uncertain at the time of sale preparation where fire lines should be located. However, adequate cost must be allowed in the appraisal for fire line construction and the final decision as to width, location and method of construction must be made timely so that the Purchaser can utilize equipment which is available on the area.

The "concentrations of slash" option is intended for instances when pullback of random concentrations immediately adjacent to fire line locations is desirable to lower the chance of escapement during burning operations. Proper allowance for this work must be allowed for and identified in the appraisal.

The placement of berms option should be used when tractor fire lines are required in the contract.

In areas where it is desirable to create a special designated firebreak or pullback area L-8 or L-26 should be used.

F-4 should be used two times if both hand and tractor fire lines are required on the same contract.

EXAMPLE OF USE: Hand fire lines to mineral soil, minimum width three (3) feet within a eight (8) foot wide clear corridor, shall be located, constructed and maintained as directed by the Authorized Officer not to exceed fifteen

hundred (1500) horizontal feet in length. Concentrations of slash containing burnable material two (2) inches in diameter and larger shall be pulled back thirty (30) feet from the mineral-fire line at locations to be designated on the ground and dispersed within the clear cut area. The Authorized Officer shall designate the time of construction. Fire lines shall be constructed within thirty (30) days of notification by the Authorized Officer. Water bars shall be constructed and maintained on the fire lines to the satisfaction of the Authorized Officer.

PROVISION F-5: Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

INSTRUCTIONS: Add F-5 to F-la if moving cable operations during periods of fire danger are anticipated.

EXAMPLE OF USE: See Provision.

PROVISION F-6: The Purchaser shall construct and maintain (specify number) water reservoir(s) and suitable truck access road(s) to the reservoir(s) to the satisfaction of the Authorized Officer in accordance with the plans and specifications listed on Exhibit ___ and the location(s) shown on Exhibit ____ .

INSTRUCTIONS: Add F-6 to F-la when a reservoir is to be constructed for fire protection under terms of the timber sale contract.

EXAMPLE OF USE: The Purchaser shall construct and maintain one water reservoir and suitable truck access road to the reservoir to the satisfaction of the Authorized Officer in accordance with the plans and specifications listed on Exhibit F and the location shown on Exhibit A.

PROVISION F-7: All dead trees (describe how dead trees are marked) located (describe location) shall be felled by the Purchaser. If cutting is commenced in the winter season, all marked dead trees must be felled prior to (date); otherwise, all marked dead trees shall be felled prior to cutting green timber.

INSTRUCTIONS: Add F-7 to F-la to require the Purchaser to fell designated dead trees (snags) within time limitations. The merchantable volume recoverable from marked dead trees should be included in the sale. This provision may be used to create snag-free corridors outside a clearcut unit or to reduce hazard within a partial cut area in a timely manner, when standing snags would constitute an unacceptable hazard after logging slash is created.

EXAMPLE OF USE: All dead trees marked with blue paint above and below stump height located on the area shown on Exhibit A as snag-free corridor shall be felled by the Purchaser. If cutting is commenced in the winter season, all marked dead trees must be felled prior to April 1; otherwise all marked dead trees shall be felled prior to cutting green timber.

PROVISION F-8: Blasting caps and fuses shall not be used during closed fire season or any period of fire danger on any land administered by the Government. Blasting with electric detonators during the closed fire season or periods of fire danger is permitted only between the hours of (specify time) a.m. and (specify time) p.m.

INSTRUCTIONS: Add F-8 to F-la to limit use of explosives on the contract area. Blasting caps and fuses should not be used during closed fire season.

EXAMPLE OF USE: Blasting caps and fuses shall not be used during closed fire season or periods of fire danger on any land administered by the Government. Blasting with electric detonators during the closed fire season or periods of fire danger is permitted only between the hours of 4:00 a.m. and 8:00 a.m.

PROVISION F-9: During (Oregon Department of Forestry) (Washington Department of Natural Resources) regulated use closure, no smoking shall be permitted outside of closed vehicles.

INSTRUCTIONS: Add F-9 to limit smoking on the contract area during closed fire season.

EXAMPLE OF USE: During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

SLASH DISPOSAL (SD)

General Instructions on Use of Special Provisions for Slash Disposal

The special provisions for slash disposal have been reorganized and separated from the provisions for fire prevention and control. When a standard of slash disposal is to be required beyond that generally required by Sec. 15 of Contract Forms 5450-3/25 or 5450-4/26, special provisions are to be selected from the "SD" provisions and included under a heading of "Fire Hazard Reduction" when slash reduction is primarily for the purpose of fire hazard reduction or under a heading of "Logging Residue Reduction" when slash reduction is primarily for silvicultural or watershed purposes.

Persons preparing a contract should pay particular attention to the instructions pertaining to the use of individual provisions.

PROVISION SD-1: Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: (Add appropriate "SD" provisions to complete.)

INSTRUCTIONS: SD-1 is an introductory clause to be used when the Purchaser has primary responsibility for slash hazard reduction. SD-la, SD-lb, SD-lc, SD-ld, SD-1e, SD-1f and/of SD-1g must be added to SD-1 to complete the provision.

EXAMPLE OF USE: Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following fire hazard reduction measure required of him by this contract: pile and burn all slash situated in the partial cut area as shown on Exhibit A. Slash shall be piled by a tractor equipped with a special brush piling blade. Finished piles shall be tight and free of earth.

PROVISION SD-la: Lop and scatter all slash (give location) concurrently with normal felling operations. All top and side branches must be free of the central stem so that such stem is reduced to the extent that it is within (specify height) inches of the ground at all points. Slash includes all

woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

INSTRUCTIONS: Add SD-la to SD-1 when a Purchaser will be required to lop and scatter slash on the contract area. (Also see example for Provision SD-1)

EXAMPLE OF USE: Lop and scatter all slash over the entire cutting area concurrently with the normal felling operation. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

PROVISION SD-lb: Pile (and burn) all slash located within (specify distance) feet on each side of (specify road or roads to which the provision applies). Slash shall be piled by (specify method). (Finished piles shall be tight and free of earth) (,and covered with) (describe requirements).

INSTRUCTIONS: Add SD-lb to SD-1 when the Purchaser will be required to pile and/or burn slash adjacent to specified roads on the contract area (also see example for Provision SD-1).

EXAMPLE OF USE: Pile and burn all slash within one hundred (100) feet on each side of each road on the contract area. Slash shall be piled by hand. Finished piles shall be tight and free of earth.

EXAMPLE OF USE: Excavator pile slash within 25 feet of Roads No. 20-6-4.2, 20-6-9.1, 20-6-9.4, 20-6-10.1, 20-6-10.4, 20-6-15.1, 20-6-20, and 20-6-20.3 in the Partial Harvest Areas shown on Exhibit A. Use of Roads No. 20-6-4.2 and 20-6-9.4 is limited to the dry season as determined by the Authorized Officer. Finished piles shall be tight and free of mineral soil.

(aa) Cover all piles in the Partial Harvest Areas, including landing piles resulting from yarding. All work shall be completed in accordance with Provisions 1-5 of Exhibit F, which is attached hereto and made a part hereof.

(bb) Burn all slash piles. All work shall be completed in accordance with Provisions 6-8 of Exhibit F.

PROVISION SD-lc: (Pile) (and) (burn) all slash situated in (specify location). Slash shall be piled by (specify method, requirements and specifications). (Piling shall be completed in accordance with Exhibit ( ) (as directed by the Authorized Officer). (Finished piles shall be tight and free of earth.)

INSTRUCTIONS: Add SD-lc to SD-1 when Purchaser will be required to treat slash in a specific manner on specific areas. Detailed requirements may be specified in a separate Exhibit if lengthy or complicated by a large number of different areas, treatment types or seasonal requirements

EXAMPLE OF USE: Pile and burn all slash situated in the partial harvest area as shown on Exhibit A in accordance with Exhibit F which is attached hereto and made a part hereof. Slash shall be piled by a Hydraulic excavator equipped with a thumb attachment. Finished piles shall be tight and free of earth .

EXAMPLE OF USE Pile and burn all slash situated in the partial cut area as approximately shown on Exhibit A. Slash shall be piled by a excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of earth.

C. 1. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

C. 2. Unmerchantable logs greater than sixteen (16) inches on the small end shall be left in place, or positioned so that they will not be burned.

C. 3. A 10-foot by 10-foot cover of four (4) millimeter polyethylene or alternate material as set forth in OAR 629-048-0210 shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Maximum pile size shall be twenty (20) feet in diameter by ten (10) feet in height.

C. 4. Cutting Areas shall be piled during the same season that they are logged.

PROVISION SD-ld: Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

INSTRUCTIONS: Add SD-ld to SD-1 when a slash disposal plan will be developed and issued by the Authorized Officer subsequent to approval of the contract.

EXAMPLE OF USE: See Provision.

PROVISION SD-le: Prepare scalped planting spots in (give location) as shown on Exhibit ( ). Upon completion of yarding in each cutting area, the areas to be treated will be designated by the Authorized Officer. Scalping shall be performed manually and with a chainsaw meeting specifications as follows:

1. Spacing of scalped planting spots shall be on an average of (specify spacing) but not closer than (specify spacing).

Scalped planting spots shall be cleared of all slash and the duff layer within a (specify dimensions) square down to bare mineral soil.

All brush within a (specify distance) radius of each scalped planting spot and (specify height) feet or taller shall be cut at a point no higher than (specify height) inches from the ground. All cut brush shall be cleared from the scalped planting spot.

Slash treatment shall be completed within (specify time) months of completion of yarding on each clearcut unit.

INSTRUCTIONS: Add SD-le to SD-1 when the Purchaser will be required to perform manual scalping of tree planting spots. This treatment may be required for slash manipulation in lieu of broadcast burning on steep fragile slopes where there are midslope property lines and/or young tree plantations adjacent to proposed clearcut units which present an unacceptable risk for the Government to burn.

EXAMPLE OF USE: Prepare scalped planting spots in clearcut units No. 1, 3, 5, and 6 as shown on Exhibit A. Upon completion of yarding in each clearcut unit, the areas to be treated will be designated by the Authorized Officer. Scalping shall be performed manually and with a chainsaw meeting specifications as follows:

1. Spacing of scalped planting spots shall be on an average of fourteen (14) feet by fourteen (14) feet but not closer than ten (10) feet by ten (10) feet.

2. Scalped planting spots shall be cleared of all slash and the duff layer within square two and one-half (2 ½) feet by two and one-half (2 ½) feet and down to bare mineral soil.

3. All brush within a three (3)-foot radius of each scalped planting spot and two (2) feet or taller shall be cut at a point no higher than six (6) inches from the ground. All cut brush shall be cleared from the scalped planting spot.

Slash treatment shall be completed within four (4) months of completion of yarding on each clearcut unit.

PROVISION SD-lf: Within (specify distance) feet of the edge of (each landing) (other locations), all tops, broken pieces, limbs and debris more than (specify size) in diameter at the large end and longer than (specify length) feet in length shall be piled (within) (specify time) days of completion of hauling logs from that landing). Landing piles shall be kept free of dirt and located (adjacent to roads) at least (specify distance) 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 (describe piling or covering requirements) 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 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).

INSTRUCTIONS: Add SD-1f to require piling and covering of landing debris in preparation of burning.

EXAMPLE OF USE: 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 and at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall

be in accordance with instructions from the Authorized Officer. If 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.

PROVISION SD-lg: In the (fuel reduction area) (other specified area) shown on Exhibit A, all (logs or debris) (describe material to be treated) more than (specify length) feet long and between (specify small end diameter) inches and (specify large end diameter) inches at the large end shall be completely removed at least (specify distance) feet from the (specify area) to reduce the fire hazard. Larger material which has a portion meeting this specification must be bucked at the (insert large diameter) inch diameter and that portion pulled back. Slash shall not be piled or windrowed. Slash shall be scattered over the site so that the resulting slash is no more than (specify depth) in depth, measured from mineral soil.

INSTRUCTIONS: Add SD-lg to SD-1 when a fuel reduction area is required.

EXAMPLE OF USE: In the fuel reduction area shown on Exhibit A, all logs or debris more than two (2) feet long and between one quarter (1/4) inches and six (6) inches at the large end shall be completely removed at least twenty-five (25) feet from the designated property lines to reduce the fire hazard. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion pulled back. Slash shall not be piled or windrowed. Slash shall be scattered over the site so that the resulting slash is no more than one foot in depth, measured from mineral soil.

Right-of-Way Slash: See Appendix 6 (road construction specifications), Subsections 206 to 210. NOTE: CHECK THESE REFERENCES.

Other Special Provisions for Slash Disposal

INSTRUCTIONS:

The following special provisions (SD-2 and SD-3) are intended for use only in Oregon. In western Oregon BLM will, as standard policy, assume at least the supervisory responsibility for disposal of logging residues by use of SD-2 or SD-3, thereby relieving the Purchaser of this responsibility. Although the Purchaser will be required to assist in performance of slash disposal work in most of such situations, his lack of supervisory involvement would tend to minimize his potential liability for damages resulting from escapement of fire during slash disposal by

burning. However, the Purchaser remains fully responsible for compliance with all requirements of Sec. 15 of the contract, except as specifically provided elsewhere in the contract.

BLM's assumption of such responsibility will sometimes be limited. Both SD-2 and SD-3 contain optional "exception" clauses (within parenthetical enclosures) which may be used to hold the Purchaser fully responsible for specific slash disposal items, for the Bureau's convenience, e.g., disposal of slash on road right-of-way, or on isolated cutting units. If such an "exception" clause requires that the Purchaser burn slash, then he must comply with State law and regulation by obtaining a burning permit to cover the operations for which he will be responsible.

The Contracting Officer should advise the Purchaser of his residual slash disposal obligations by letter (see Illustrations 20 and 21 of H-5460-1, SALES ADMINISTRATION).

PROVISION SD-2: Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, (except for) (enter specific actions, if any, for which Purchaser will remain fully responsible), (and) except for burning and mop up assistance as required herein, and measures required in Section(s) 42( )( )( ) (Specify Sections Numbers) (refer to any special provisions based upon F-1 or SD-4). (In accordance with written instruction to be issued by the Authorized Officer at least () days in advance of earliest date of required performance,) (t)(T)he Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in (state details of assistance required) by furnishing, at his own expense, the services of personnel and equipment on each unit as shown below.

For Igniting and Holding (Unit)(Location)

(Specify personnel and equipment requirements)

Mop-up Units ( )

(Specify personnel and equipment requirements)

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the

project area(s) with the following personal safety equipment: (long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8)-inch top leather boots, hardhat, and leather gloves.) (All personnel shall wear long pants and long sleeve shirts, lug-soled leather boots with minimum eight (8)-inch tall uppers that provide ankle support, approved hardhat, 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.) (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.

(In addition, on the day of ignition, all listed personnel shall be certified Fire Fighters qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System guide, PMS 310-1 and provide documentation, be fluent in speaking and understanding English and have two years of prescribed fire or wildfire experience. During mop-up, the work leader must be fluent in English and be able to effectively speak to all crew members under their direction. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.)

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each (cutting unit)(location) shown on Exhibit ( ) for (specify number) hours as directed by the Authorized Officer (within a) (specify number) (period) beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to suppress, including 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 Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates

shown in current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or

release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (e.g., trail, road, stream, rock formation), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop up work on the escaped fire area 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.

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

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

INSTRUCTIONS: Use SD-2 when BLM will assume supervisory responsibility for slash disposal, but will require the Purchaser to perform some or all of the necessary work. This will be the usual western Oregon situation. If the Purchaser will be held fully responsible for certain disposal items (e.g., right-of-way slash, slash on a particular cutting unit, certain fire prevention, hazard reduction and logging residue reduction measures listed under F-1 and SD-4, etc.), then these exceptions may be listed or referred to in the first sentence of SD-2 by appropriate insertion within the parenthetical enclosures.

There may be situations where an escaped prescribed fire is controlled and contained by an adequate fire break; the Government may permit the Purchaser to remove personnel for that day, provided that all mop

up work on the escaped fire area 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 area concurrently with mop up work on the prescribed fire area (see Illustration 22 of H-5460-1, SALES ADMINISTRATION). The authority for the Contracting Officer to require mop up work on the escaped fire area is contained in Section 15 of the contract.

SD-2 may be used in either of two circumstances:

1. When the BLM district anticipates that planning and overall project supervision will be available under the terms of a Supplemental Agreement with the State of Oregon, but the State will be unable to complete the project without physical assistance. Details of the assistance and personnel and equipment services which will be required of the Purchaser must be developed jointly by BLM and the Oregon State Department of Forestry (or protective association) prior to the preparation of the timber sale contract and advertising, and included in the draft Operations Plan. As a standard practice, operators should be required for all power-driven equipment.

When a fully qualified BLM fuels management specialist will plan and supervise the slash disposal project without State involvement, with the Purchaser to provide the necessary workforce and equipment for project execution.

EXAMPLES OF USE: Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop up assistance as required herein and measures required in Section 42(g)(2). The Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in ignition and mop-up of units by furnishing, at his own expense, the services of personnel and equipment as shown below:

One work leader(s) (Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

Six-person crew (Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, equipped with two shovels, two pulaskis, one power saw and one backpack pump.

Two tractor operators.

One tank truck driver.

One crawler tractor (Caterpillar D8 or equivalent) equipped with dozer blade.

One crawler tractor (Caterpillar D6 or equivalent) equipped with brush blade.

One tank truck of one thousand (1,000) gallons or more capacity with one thousand (1,000) feet of hose and a nozzle acceptable to the Authorized Officer. Truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.650(1) and (2). Tank shall be filled with water.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request. All listed personnel shall be physically fit, experienced and fully capable of functioning as required.

All personnel shall arrive at the project area(s) with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8)-inch top leather boots, hardhat, and leather gloves. 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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, 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.

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.

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.

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

PROVISION SD-3: Fire Hazard Reduction. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands (except for) (enter specific slash disposal items, if any, for which Purchaser will remain fully responsible).

INSTRUCTIONS: Use SD-3 in those rare situations in which BLM finds it advantageous to assume full responsibility for slash disposal, without requiring any active cooperation or assistance by the Purchaser and to identify what requirements remain the Purchaser’s responsibility. As a prerequisite for its assumption of this responsibility, BLM must first be certain that

it will have available a timely, fully satisfactory alternative to slash disposal by the Purchaser.

If the Purchaser will be held fully responsible for certain slash disposal items (e.g., right-of-way slash, slash on a particular cutting unit, certain fire prevention, hazard reduction and logging residue reduction measures listed under F-1 and SD-4, etc.), then these exceptions may be listed or referred to in SD-3 by appropriate insertion within the parenthetical enclosures.

SD-3 may be used:

1. When burning will be necessary and the BLM district plans a Supplemental Agreement with the State of Oregon, whereby a State district or forest protective association district will provide, as a minimum, planning service and overall project supervision, including a burn boss. Under this arrangement, personnel and equipment needed for slash disposal could be provided by the State or association district, or by service contractor.

When burning will be necessary and a fully qualified BLM fuels management specialist will plan and supervise the slash disposal project without State involvement, with necessary personnel and equipment to be provided by force account (eastern Oregon districts) or by service contractor.

When slash will be left untreated intentionally, or will be treated without burning, by such measures as lopping and scattering, piling, burying, chipping, or fire break construction, without Purchaser involvement.

EXAMPLE OF USE: Fire Hazard Reduction. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands, except for slash created by clearing of rights-of-way for roads to be constructed.

PROVISION SD-4: Logging Residue Reduction. In addition to the requirements of Secs. 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract: (Add appropriate SD, L, C, and/or E provisions to complete.)

INSTRUCTIONS: SD-4 is an introductory clause to be used when the Purchaser will be required to carry out logging residue reduction for silvicultural and/or watershed protection purposes. Other SD, L, C, and/or E provisions must be added to SD-4 to complete the provision in a manner similar to those added to SD-1. Refer to the L, C, or E provision instructions should any of these provisions be included in SD-4. SD-4 is to be used only when residue reduction is to be performed for reasons other than fire hazard reduction. SD-2 may be added to this introductory clause when the Purchaser will be required to provide burning assistance for silvicultural or watershed purposes in addition to hazard reduction

EXAMPLE OF USE: Logging Residue Reduction. In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction and logging residue reduction measures required of them by this contract:

(aa) Fire lines to mineral soil shall be constructed and maintained as directed by the Authorized Officer, not to exceed 5200 feet (Horizontal measure in length). The Authorized Officer shall designate the width location, time and method of construction for the fire lines. Water bars shall be constructed and maintained on the fire trails to the satisfaction of the Authorized Officer.

(C) (bb) In addition to the requirements set forth in Section 25 of this contract the Purchaser shall till all skid roads, dirt roads and areas compacted by tractor piling in accordance with Exhibit G which is attached hereto and made a part thereof. Exhibit G contains 2 sheets. Tractor pile cover and burn all slash situated in Clearcut Area No. 2 and swamper burn all slash in Clear Cut Area No. 1. All work shall be completed in accordance with Exhibit F which is attached hereto and made a part hereof. Exhibit F contains 2 sheets.

(cc) All hardwoods and brush less than 4 inches in diameter shall be cut prior to burning in Clearcut Area No. 3 as shown on Exhibit A.

Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Clearcut Area No. 3 except for burning and mop-up assistance as required herein.

H-5420-1 – PREPARATION FOR SALE – (Public)

In accordance with written instructions to be issued by the Authorized Officer at least 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 preparing slash for burning, maintenance of fire trails, falling of designated trees and snags, ignition, fire control, mop-up and patrol by furnishing at his own expense, the services of personnel and equipment on each unit as shown below:

Personnel and Equipment list
For igniting, burning and Mop-up of Clearcut Area No. 3

A Foreman to supervise crew and equipment operators and to serve as Purchaser's representative

18 person burning crew equipped with hard hats, boots and long sleeve shirts

30 hand tools consisting of 10 shovels (size 00) 10 pulaskis and 10 hazel hoes.

10 five-gallon backpack pumps filled with water.

One high volume water pump capable of pumping at least 250 gallons per minute with accessories and fuel for minimum of 50 hours of operations.

Two portable fire pumps Pacific Mark 26/3 or equivalent with accessories and fuel for a minimum of 50 hours of operation.

Two 1500 gallon portable tanks.

33 gallons of drip torch fuel mix

20 drip torches

Two fire truck operators and two fire trucks of 1000 gallons or more capacity filled with water. Fire trucks shall be equipped as specified in OAR 629-43-010 and OSFD general file 1-3-4-500 Page 7 Appendix A and equipped with a 3-inch dump valve and 10 feet of 3 inch hose.

2500 feet of 1-1/2" hose and 3000 feet of 1" hose.

Hose attachments consisting of 10 1" nozzles, 5 spanner wrenches, 14 adapters and 14 gated Y's.

Purchaser may be required to burn slash on a 12 hour notice 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday or holiday.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. 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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each Regeneration Harvest Area shown on Exhibit A for 96 hours as directed by the Authorized Officer within a 5 day period) beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to suppress, including 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 Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or

release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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 area 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.

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

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

PROVISION SD-5: The Purchaser shall perform logging residue reduction and site preparation work on approximately (specify number of acres) acres of harvest area located in Cutting Unit No(s). (specify unit number(s)) as shown on Exhibit A.

(aa) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment (List Possible Treatments)	Cost/Acre (specify cost per acre)

(C) (bb) The following treatments were assumed for appraisal purposes on this contract:

Appraised Treatment (List Treatments)	Acres (specify # of acres)	Cost/Acre (specify cost per acre)	Total Cost per Treatment (specify cost per treatment)
Total Appraised Cost			(specify total treatment cost)

(C) (cc) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting

Officer by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(_)(_)(aa) differs from (specify total treatment cost from (bb) above), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(_)(_) (aa).

(C) (dd) (Fire trails will be in accordance with Section 42(_)(_)(_), broadcast burning and mop-up will be in accordance with Section 42 (_)(_)(_), handpiling and burning will be done in accordance with Section 42 (_)(_)(_) and Section 42 (_)(_)(_).)

INSTRUCTIONS: Use SD-5 when there is significant uncertainty as to the appropriate site preparation treatment. It is not necessary to include each cutting area of a sale in the provision (multiple cutting area sale). Considering cost effectiveness and anticipated post-harvest site conditions, the most needed/likely treatments are included in the list of potential treatments. All potential treatments listed must be analyzed and documented in the silvicultural prescription and environmental assessment. The list of potential treatments should be limited to only those treatments that are feasible (i.e., do not include ground-based equipment treatments on sales comprised only of steep ground and/or sensitive soils).

SD-5 should be placed in the contract following SD-1. Every potential treatment listed in section (aa) should be included in the contract with the appropriate contract provisions (e.g., SD-1c, F-4, SD-2, SD-4, etc.) along with any associated exhibits. The C-1 provision should not be used in conjunction with any units covered by the SD-5 provision, as this would defeat the purposes of including the SD-5 provision in the contract.

SD-5 shall be invoked with a unilateral modification executed by the Contracting Officer designating the required treatments, number of acres, cost per acre, total cost, and revised Total Purchase Price. If the final unit of a sale is not yet harvested, and/or if it is not possible to estimate the acres of each treatment before the treatment has been accomplished, a two-phased approach will be necessary; i.e., Phase 1: require the desired treatment and specify initial-estimate acres in a letter and Phase 2: adjust the Total Purchase Price and designate the final-estimate acres in a unilateral modification after the required work has been performed (assuming a price adjustment is needed). If harvest is proceeding on the final harvest unit, an attempt should be made to conduct site surveys and make a final determination of needed treatments and acres prior to issuance of the final billing in order to reflect the value adjustment in the final billing. If this is not possible and/or the contract is paid in full, first attempt to modify another

contract held by the Purchaser, even if in another district. Note that such a modification would be bilateral, i.e., the Purchaser must agree. The Purchaser should be contacted in advance for verbal agreement. This should be documented in the subject contract modification and the associated modification for value adjustment attached. Issuance of a refund to adjust value should only occur if a modification is not possible.

EXAMPLE OF USE: (_) Perform logging residue reduction and site preparation work on approximately 100 acres of harvest area located in Cutting Unit Nos. 1, 2, and 3 as shown on Exhibit A.

(aa) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Broadcast Burning (includes firetrails)	$610.00
Hand Pile and Burn	$800.00
Tractor Pile and Burn	$300.00
Grapple Pile and Burn	$350.00

(C) (bb) The following treatments were assumed for appraisal purposes on this contract:

Appraised Treatment	Acres	Cost/Acre	Total Cost per Treatment
Broadcast Burning	50	$610.00	$30,500.00
Grapple Pile and Burn	50	$350.00	$17,500.00
Total Appraised Cost			$48,000.00

(C) (cc) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(d)(2)(aa) differs from $48,000.00, as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(d)(2)(aa).

QUARRY DEVELOPMENT AND USE (Q)

PROVISION Q-1: The Purchaser shall develop (a rock quarry, rock quarries) in strict accordance with the plans and specifications shown on Exhibit _____, which is attached hereto and made a part hereof. (Exhibit _contains ____ sheets.)

INSTRUCTIONS: Use Q-1 to require the production and use of rock from quarry locations on public land designated by BLM. The Bureau will perform necessary exploration before designating the quarry location. These contracts must incorporate mining and reclamation plans prepared by BLM. Q-la, Q-lb or Q-lc should be added to Q-1 as appropriate.

EXAMPLE OF USE: The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit F which is attached hereto and made a part hereof. Exhibit F contains 4 sheets.

PROVISION Q-la: Prior to the removal of any rock from (describe area) (list exceptions), the Purchaser shall complete quarry access road construction and site preparation as shown on Exhibit _____.

INSTRUCTIONS: Add Q-la to Q-1 when removal of rock from the quarry is conditioned upon completion of road construction and site preparation.

EXAMPLE OF USE: The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 4 sheets. Prior to the removal of any rock from Quarry No. 1 except that rock necessary for the quarry access road, the Purchaser shall complete quarry access road construction and site preparation as shown on Exhibit F.

PROVISION Q-1b: Quarry access road construction and site preparation (1ist exceptions, if any) shall be completed at each quarry location shown on Exhibit _ prior to removal of any rock(,) (list exceptions, if any)(,) from such area.

INSTRUCTIONS: Add Q-lb to Q-1 only when more than one quarry is to be developed. This provision provides for road construction and site preparation to be completed to each quarry location before rock is removed from that location.

EXAMPLE OF USE: The Purchaser shall develop rock quarries in strict accordance with the plans and specifications shown on Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 4 sheets. Quarry access road construction and site preparation, except road surfacing, shall be completed at each quarry location shown on Exhibit F prior to removal of any rock from such area.

PROVISION Q-1c: The required (describe requirement) shall be completed (specify when completion is required).

INSTRUCTIONS: Add Q-lc to Q-1 when it is desirable to require completion of work by a specific date.

EXAMPLE OF USE: The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 4 sheets. The required quarry access road construction shall be completed prior to November 1, 2010.

CONTRIBUTIONS (C)

PROVISION C-I:
(Formerly CO-1)

The Purchaser shall (insert detailed requirements).
work, or in lieu thereof, may make a contribution to the Bureau of Land Management (at the rate of $_____) (in the amount of $_____), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full prior to the commencement of operations. If the total contribution exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments.

INSTRUCTIONS:

Use C-1 to permit the Purchaser to contribute a payment as an alternative to actual performance of certain contractual requirements, in those situations where it would be desirable and practical for BLM to do the required work if the Purchaser should choose to make the contribution. **Funds received under this provision shall be deposited in L5500 or other appropriate account.**

Special provision C-1 may be included in timber sale contracts to cover the following kinds of activities:

1. Environmental protection measures, necessitated by the Purchaser's operations on the contract area, which could be performed by BLM with reasonable convenience; e.g., grass seeding, fertilizing and mulching on exposed soils, and other practices intended to safeguard water quality, reduce soil erosion, or otherwise protect the environment.

Site preparation and reforestation, where such measures are used to regenerate a cutting area after harvesting by the Purchaser. Since appropriated funds are usually available for reforestation, it is anticipated that special provision C-1 will be infrequently used for this purpose.

C-1 should not be used to give the Purchaser an alternative to performing road construction required by the timber sale contract, nor should it be used to finance any activity irrelevant to the sale of timber and not usually required by special provisions (consult the Timber Sale Management Practices and Contract Stipulation Policy in Appendix 2

of H-5420-1, PREPARATION FOR SALE to avoid an illegal augmentation of appropriations); for example:

Precommercial thinning.

- Pruning of crop trees.

Site preparation for reforestation, when not preceded by contractual harvesting operations; e.g., eradication of a previously existing brush field would be improper under terms of a timber sale contract.

- Stockpiling of rock to be used for road surfacing when such surfacing will not be performed by the Purchaser in connection with his operations under the contract.

- Bituminous surfacing of roads.

In cases where propriety of contractual requirements is doubtful, submit proposed usage of C-1 to the Oregon State Office (OR-931).

EXAMPLE OF USE: The Purchaser shall construct fire trails in accordance with Section 42.d.(2)(c) and shall assist the Government in the disposal of slash in accordance with Section 42.d.(3)(a). The Purchaser shall have the option of completing this work, or in lieu thereof, make a contribution to the Bureau of Land Management in the amount of fifty-seven thousand seventy-nine and no/100 dollars ($57,079.00), and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars ($500.00), the Purchaser shall pay such amount in full. If the total contribution exceeds five hundred and no/100 dollars ($500.00), the Authorized Officer shall establish an installment schedule of payments.

LOG EXPORT RESTRICTIONS (LE)

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

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

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 Form 5460-16 (Certificate as to Non-substitution and the

Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in 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. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended. 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 costs for log branding and painting shall be the responsibility of the Purchaser.

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

INSTRUCTIONS: Use required with all sales. The currently exempted species are Port Orford cedar and Alaska Yellow Cedar.

EXAMPLE OF USE: See provision.

Appendix 6
Road Construction Specifications

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H-5420-1 – PREPARATION FOR SALE – (Public)

GENERAL – 100

Note: Information in parenthesis is a choice typically used and can be modified or deleted when necessary to insure an appropriate specification. Asterisks (*)indicate those Subsections that should always be used if the Section is included.

*101 - Prework Conference(s):

A prework conference will be held prior to the start of (new construction) (,) (and) (improvement) (,) (and) (renovation) (,) (and) (quarry development) (,) (and) (surfacing) (,) (and) (mulching) (and) (_____) 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 representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives (and subcontractor(s)). (A prework conference) (Prework conferences) shall be scheduled (at the worksite) (for) (quarry development) (,) (and) (bridge installation,) (and) (large culvert installation) (,) (and) (mulching) (,) (and) (_____.)

*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. This is also referred to as Equivalent Opening Size (EOS).

ASTM - American Society for Testing and Materials.

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

BLM - Bureau of Land Management

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

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

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

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

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

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

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

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

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

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

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

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.

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

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 - The longitudinal center of a roadbed.

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

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

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

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

Subbase - Reinforcement of the subgrade with large particles of pitrun rock 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:

AASHTO T 11	Quantity of rock finer than No. 200 sieve.
AASHTO T 27	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
AASHTO T 89	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
AASHTO T 90	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
AASHTO T 96	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
AASHTO T 99	Relationship between soil moisture and density of soil. Method A - 4" mold, soil passing a No. 4 sieve 25 blows/layer & 3 layers. Method C - 4" mold, soil passing a 3/4 inch sieve 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 3/4 inch sieve. 56 blows/layer & 3 layers.

AASHTO T 119	Slump of hydraulic cement concrete.
AASHTO T 152	Air content of freshly mixed concrete.
AASHTO T 166	Specific Gravity of compacted Bituminous Mixtures.
AASHTO T 176	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
AASHTO T 180	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop height.
AASHTO T 191	Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
AASHTO T 205	Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
AASHTO T 209	Maximum Specific Gravity of Bituminous Paving Mixtures.
AASHTO T 210	Durability of aggregates based on resistance to produce fines.
AASHTO T 224	Correction for coarse particles in the soil.
AASHTO T 238	Density of Soil and Soil-Aggregate in place by nuclear methods.
AASHTO T 248	Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
ASTM D 4564	Determination of relative density of cohensionless soils.

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

*103 - Compaction equipment shall meet the following requirements:

103a - Padded Drum (Tamping) Rollers. The unit shall consist of a drum with pads, be either self propelled or towed by a tractor, and capable of operating at a speed of 6 mph. The drum shall be no less than 48 inches in diameter over the pads and not less than 60 inches in width. The pads shall have a minimum height of 3 inches, and a face area of not less than 14 square inches. The weight at drum shall be no less than 8000 lb.

103b - (Sheepfoot) (Tamping) rollers. A tamping roller unit shall consist of two watertight metal drums mounted in frames in such manner as to be fully oscillating, together with a tractor having sufficient weight and power under actual working conditions to pull the roller drums at a minimum speed of 2.5 miles per hour. The drums shall be no less than 60 inches in diameter and no less than 54 inches in length, measured at the drum's surface, and shall be studded with tamping feet projecting not less than 7 inches from the face of the drums.

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

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

103c - Smooth-wheel power rollers. Smooth-wheel power rollers shall either be of the 3-wheel type, weighing not less than 10 tons, or of the tandem type, 2-wheel or 3-wheel, weighing not less than 8 tons. Smooth-wheel roller shall provide compression of 325 pounds per linear inch of width of rear wheels or drum.

103d - Pneumatic-tired rollers. Pneumatic-tired rollers shall be of the double-axle type equipped with pneumatic tires each of equal size and type. The spacing between the sidewalls of adjacent tires shall not exceed 5 inches and the rear tires shall be staggered in relation to the front tires. The rolling width of the unit shall be not less than 60 inches, exclusive of the power unit. The roller shall be so constructed that the contact pressure is uniformly distributed on all of the tires, and the tires shall be inflated to maintain the air pressure in the several tires within a total tolerance of 5 pounds per square inch. The roller shall be so constructed that the total weight shall be between 1,000 and 2,000 pounds per tire. The actual operating weight of the rollers shall be as ordered by the Authorized Officer.

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

103e - Grid roller. A grid roller shall consist of two or more cylindrical drums independently mounted on a common shaft in a rigid frame. Each drum shall

have a minimum outside diameter of 5 feet and a minimum width of 2 feet 6 inches. The overall width of the roller exclusive of frame shall be not less than 5 feet 6 inches of which not more than 6 inches shall be used for center spacing between two roller drums. The face of the drums shall have the appearance of woven open-mesh made by interlacing bars of not less than 1-1/4 inches nor more than 1-3/4 inches diameter space spaced on 4-1/2 inches to 5-1/2 inches center. Net opening between the bars shall be not less than 3 inches nor more than 4 inches. The roller shall be so constructed that counterweights can be used to adjust the gross weight of the roller to not less than 27,000 pounds. The grid roller shall be drawn by a power unit capable of propelling the fully loaded roller through 6 inches of loose embankment material at a speed of at least 4 miles per hour.

103f - 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.

103h - Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.

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

H-5420-1 – PREPARATION FOR SALE – (Public)

CLEARING AND GRUBBING - 200

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

201a - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions from borrow pits, quarries, channel changes, stockpile sites, etc., in accordance with these specifications (and as staked on the ground).

*202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (10) feet back of the top of the cut slope and (5) feet out from the toe of the fill slope.

202a - Where clearing limits for structures have not been staked or shown on the plans, the limits shall extend (10) feet out from the outside edge of the structure.

202b - Where clearing limits for (borrow pits) (,) (or) (quarries) (,) (and) (stockpile sites) (,) (and) (channel changes) (,) (and) (ditches) have not been staked or shown on the plans, the limits shall extend (10) feet back of the top of the cut slope and (5) feet outside of the outside slope lines.

*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(s) (202) (,) (and) (202a) (,) (and) (202b) (as shown on the plans) (,) (and) (as staked on the ground) (,) (and) (as posted).

203a - Brush under (2) feet in height need not be cut within the limits established for clearing.

203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing (unless otherwise authorized).

203c - Disposal of logs from private timber cleared within the limits established (as shown on the plans) (as staked on the ground) shall consist of decking (at a location shown on the plans) (at a location designated by the Authorized Officer) (,) (and) (as staked on the ground).

*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 Subsection(s) (204a) (,) (and) (204b) (,) (and) (204c) (,) (and) (204d) (,) (and) (204e)) (between the top of the

cut slope and the toe of the fill slope). (Undisturbed stumps, roots and other solid objects which will be a minimum of (3) feet below subgrades or slope surfaces or embankments are excluded).

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. (Such debris will, however, be permitted to remain under waste material from full-bench construction on steep side slopes.).

206 - Clearing and grubbing debris shall be disposed of by (burning in accordance with Subsection 207) (and/or) (burying in accordance with Subsection 208) (and/or) (chipping in accordance with Subsection 209) (and/or) (scattering in accordance with Subsection 210) (and/or) (piling in accordance with Subsection 211) and (as shown on the plans) (at the following road location(s).

Road No.	From Sta./M.P.	To Sta./M.P.

206a - Notwithstanding Subsection(s) (204) (,) (and) (204a) (,) (and) (204d) (,) (and) (205), clearing and grubbing debris resulting from landing construction (as shown on Exhibit A,) shall be placed at (a disposal site) (disposal sites) and shall not be covered with excavated material. Location of disposal site(s) will be determined by the Authorized Officer.

207 - The Purchaser shall prepare a burning plan for the disposal of (clearing and grubbing debris) (clearing and grubbing debris within special areas as shown on the plans) in accordance with local and state laws, rules, and regulations (and complying with the requirements for burning operations as set forth under Subsection(s) (207a) (,) (and) (207b)) of these specifications. The plan shall be approved in writing by the Authorized Officer prior to burning.

207a - Burning shall utilize methods which produce intense heat with no visible smoke emissions except that minimal emissions of smoke associated with starting and stopping the operations will be tolerated. Prior to beginning burning the Purchaser shall obtain a burning permit from the regulating authority enforcing the air pollution control standards for the area and shall furnish a copy of the permit to the Authorized Officer. At the conclusion of each burning session, the fire shall be completely extinguished so that no smoldering debris remains. Debris to be burned shall be dirt free. Final placement of debris into the actual burning area shall be done with a crane, loader, or other suitable lifting equipment. The use of dozers will not be permitted, unless they are equipped with a brush blade. Stumps larger than 3 feet in diameter shall be split prior to burning.

207b - The Purchaser may use a burning method of his own choosing which complies with the requirements of Subsection 207a and has the prior written approval of the Authorized Officer.

208 - Trees and limbs (4) inches in diameter and smaller, and rotten logs and similarly decomposed, degradable vegetation shall be broken down into pieces not larger than (4) inches in diameter and (3) feet in length, and shall be distributed in thin layers throughout those embankment portions which are (3) feet or more below subgrade elevation. The debris shall be placed in a manner to prevent bunching or nesting and be clear of culvert pipe and structures.

208a - Clearing debris (larger than (4) inches in diameter) including stumps, firm logs, and other firm large pieces, that are not removed from the contract area by the Purchaser, shall be disposed of by burying (in trenches) (in bury bays) (as designated by the Authorized Officer) (as shown on the plans) between the outer edges of embankment slopes and the clearing limits. The trenches shall not be constructed beneath drainage ditches or in areas that will be subject to measurable amounts of free-flowing water. The debris shall be placed in layers with the stumps, logs, and large pieces distributed to avoid nesting. Each successive layer shall be covered with earth or other suitable embankment material by the land-fill methods so as to fill voids. The final surface shall be covered with a minimum of 2 feet of excavated earth or other approved embankment material.

208b - Trees, firm logs, and other firm large pieces, (4) inches in diameter and (8) feet in length and larger and not removed from the contract area by the Purchaser, shall be piled at locations determined by the Authorized Officer.

208c - Clearing debris shall be placed outside the roadway in a neat, compacted windrow laid approximately parallel and along the toe-line of embankment slopes. The top of the windrow shall not extend above the subgrade. Material in the windrow shall be matted down with construction equipment to form a compact and uniform pile. Windrows shall have 16-foot minimum breaks at least every (200) feet. Windrows shall not be placed against trees. A pioneer road may be constructed to provide an area for placement of windrows provided the excavated material is kept within the clearing limits and does not adversely affect the road construction.

209 - Clearing and grubbing debris shall be reduced to chips of an acceptable size and disposed of by scattering.

209a - Clearing and grubbing debris shall be reduced to chips having a maximum thickness of (2) inches and faces not exceeding (6) square inches on an individual surface. Chips will be used as a mulch and be produced and stockpiled at locations that will not interfere with construction, and ultimately spread over designated portions of embankments and cut slopes in layers not to exceed (3) inches in loose thickness.

A chip blower approved by the Authorized Officer shall be used to apply the chips, and after placement of the chips, (50) pounds of available nitrogen per ton of chips shall be applied to the chipped areas.

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.

210a - Disposal of (clearing and grubbing debris) (stumps and cull logs) on non-government property by (scattering) (and) (burning) (and) (chipping) (and) (piling) this material outside of clearing limits will be permitted provided the Purchaser obtains a written permit from the property owner on whose property the disposal is to be made. The Purchaser shall furnish the Authorized Officer a certified copy of the permit and a written release from the property owner absolving the Government from responsibilities in connection with the disposal of debris on said property.

210b - (Clearing and grubbing debris) (and) (or) (stumps) (and) (cull logs) resulting from road construction on non-Government property shall be loaded and hauled to designated areas, as shown on the plan. Disposal shall be by (burning in accordance with Subsection 207) (and) (or) (burying in accordance with

Subsection 208) (and) (or) (chipping in accordance with Subsection 209) (and) (or) (scattering in accordance with Subsection 210) (and) (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 (and as marked on the ground with stakes or metal tags).

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 shown on the plans) (,) (and) (as shown in these specifications) (,) (and) (from sources selected by the Purchaser at his option and approved by the Authorized Officer).

*305 - Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and as marked on the ground with stakes or metal tags).

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. Individual rocks and boulders greater than (12) inches in diameter may be used to construct (12)-foot embankment layers, provided they are carefully distributed, with interstices filled with fine material to form a dense and compact mass.

305d - Where embankments are constructed predominantly of blasted rock material, depth of layers shall not exceed (4) feet. Rock fragments having dimensions greater than 4 feet will be permitted provided that they have no dimensions greater than (6) feet and that clearance between adjacent fragments is adequate for the placing and compacting of material in horizontal layers as specified, and that no part of the larger fragments comes within (4) feet of subgrade.

*306 - Layers of (embankment) (selected borrow) (final subgrade) (and) (selected roadway excavation) material as specified under Subsection(s) (305a) (,) (and) (305b) (,) (and) (317) (,) (and) (317a) 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 Subsection(s) (103a) (,) (and) (103b) (,) (and) (103c) (,) (and) (103d) (,) (and) (103e) (,) (and) (103f) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i) and in accordance with the following table:

Road No.	From Sta./M/P.	To Sta./M.P.	Subsection 306
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)
			(306) (a)(b)(c)(d)

306a - Minimum compaction for each layer of (embankment) (,) (and) (selected borrow) (,) (and) (selected roadway excavation) material placed at optimum moisture shall be ((1) hour of continuous compacting for each ((150) cubic yards in place) ((4) stations of road)) ((6) passes over each full-width layer) or fraction thereof.

306b - Compacted materials shall have a uniform density of not less than (85) percent of the maximum density as determined by a testing device calibrated by the incremental test method specified under Subsection 307.

306c - Compacted materials shall have a uniform density of not less than (85) percent of the maximum density as determined by AASHTO T 99, Method A or Method D.

306d - Compacted materials within (3) feet of the established subgrade elevation shall have a density in place of not less than (95) percent of maximum density, and below the (3)-foot limit, these materials shall have a density in place of not less than (90) percent of maximum density. Maximum density shall be determined by AASHTO T 99, Method A or Method D.

306e - The final subgrade (except) (including) (landings and _____) shall be compacted to full width with compacting equipment conforming to the requirements of Subsection(s) (103a) (,) (and) (103b) (,) (and) (103c) (,) (and) (103d) (,) (and) (103e) (,) (and) (103f) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i). Minimum compaction shall be 1 hour of continuous compacting for each (6) stations of road or a fraction of as measured along the center line of the constructed road. (Landings) (and) (_____) shall be compacted by routing construction equipment over full width.).

306f - Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by routing construction equipment over full width of embankment structures (except as specified in Subsection 306).

306g - All fill slopes shall be compacted to (75) percent of maximum density, either by walking with cat/excavator or by pressing with excavator bucket, to prevent surface erosion and raveling.

307 - The Purchaser shall establish control sections on the following road sections:

Road No.	From Sta./M.P.	To Sta./M.P.

(as shown on the plans) (and/or determined by the Authorized Officer) on which the incremental measurements of compaction by a (nuclear densometer) (penetrometer) (Clegg hammer) can be made. Not more than (___ sections will be required for the designated road and each section will not exceed (500) feet in length. Construction conditions under which the tests are conducted shall approximate normal construction conditions for the type of compaction work required in Subsection 306b. Compaction achieved on these control sections shall be used to establish calibration standards for the (nuclear densometer) (penetrometer) (Clegg hammer) for the rest of the project.

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.

309 - The top of cut slopes shall be rounded by blending into the adjacent terrain for a distance not less than (1) foot and not more than (3) feet beyond the top of the cut. Rounding shall be performed in soils that can be shaped without ripping or blasting.

310 - Serrated cut slopes shall be constructed so that the final slope line shall consist of a series of steps. The step rise and tread dimensions shall be as shown on the plans.

310a - Steps are to be constructed on an approximately horizontal grade as determined by visual inspection. Construction on the first step shall begin immediately below the top of the cut. Each successive step shall be constructed in the opposite direction from the construction of the preceding one to minimize build up of loose excavated material at the ends of the cuts. Loose material at the end of the cuts shall be removed and the steps blended into the natural groundline. Where rock too hard to rip is encountered within a cut, steps shall be blended into the rock.

310b - Each step shall be completed before beginning the following one, except when permitted by the Authorized Officer; portions of steps may be constructed at the ends of cuts to accommodate general construction practices.

311 - In solid rock cuts where pockets that will not drain are formed by blasting below the subgrade elevation, drainage shall be provided by ditching to the edge of the subgrade and backfilling to grade, and compacting the pockets and the ditch with rock fragments, gravel, or other suitable porous material.

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 (these specifications) (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.

NOTE: Additional material excavated in accordance with Subsection(s) 313 and/or 314 should not be viewed as a design change under Section 20 of form 5450-3.

315 - Borrow material required for the construction of embankment or for other portions of the work shall be obtained from sources (as shown on the plans) (adjacent to the roadway of the following road section(s):)

Road No.	From Sta./M.P.	To Sta./M.P.

316 - Borrow material from sources selected at the Purchaser's option shall be inspected and approved in writing by the Authorized Officer prior to placement.

317 - Selected borrow shall consist of talus material, finely broken rock, gravel, or other material of granular or favorable characteristics from sources shown on the plans.

317a - Where indicated on the plans, the Purchaser shall conserve excavation material consisting of talus material, gravel, finely broken rock or other material of granular or favorable characteristics for placement on the top portions of the roadbed as shown on the plans and as directed by the Authorized Officer.

318 - Selected borrow or selected roadway excavation material shall be uniformly spread on the roadbed in lifts not to exceed (6) inches in depth until the required thickness shown on the plans 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.

NOTE: Thickness of lift selected for Subsection 318 is dependent on type and natural gradation of selected borrow or selected roadway excavation materials utilized in the construction of the roadbed. Usually "oversize" material is considered to be particles larger than 2/3 the thickness of the individual lift.

318a - Selected borrow or selected roadway excavation material shall be uniformly spread on the roadbed to a depth which, after compaction, will provide the depth shown on the plans. Compaction shall be accomplished by routing construction and hauling equipment over the full width of the roadbed.

319 - Borrow pits shall be subject to the development, operation, and reclamation requirements set forth under Section 1600 of these specifications.

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 (outside the constructed subgrade) (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 (321a) (321b) (321c). Materials not disposed of in this manner shall be retrieved and disposed of at the Purchaser's expense and at the direction of the Authorized Officer.

321a - Excess construction materials specified under Subsection 321 shall be loaded, hauled, and placed as embankment (as shown on the plans) for the roadbed on the 4following road section(s):

Road No.	From Sta./M.P.	To Sta./M.P.

321b - Excess construction material as specified under Subsection 321 shall be loaded, hauled, and disposed of at (a disposal site) (disposal sites) at the following location(s):

Willamette Meridian			
Subdivision	Sec.	T.	R.

321c - End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers are (not) required. Materials placed shall be sloped, shaped, and otherwise brought to a visible condition acceptable to the Authorized Officer.

322 - When so indicated on the plans, selected coarse rock encountered in the excavation shall be conserved for slope protection or special rock embankment purposes and placed in accordance with the requirements and details of section 1400 of these specifications and as shown on the plans.

323 - In the construction of channel changes and stream-crossing embankment sections, natural stream flow shall be maintained unless otherwise provided.

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.

325 - Where shown on the plans, topsoil shall be conserved from areas of excavation or embankment. Topsoil shall consist of friable earth material which may include the natural or native sod and be reasonably free of undesirable subsoil, large roots, wood refuse, and coarse gravel or stones which might interfere with the sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. The removed topsoil shall be transported and deposited in stockpiles at locations shown on the plans.

326 - Conserved topsoil shall be uniformly spread (and compacted) over the (seeding and planting) area(s) shown on the plans (,) (and) (as staked on the ground) (,) (and) (as directed by the Authorized Officer).

*327 - The finished grading shall be approved (in writing) by the Authorized Officer (in segments) (or) (for) (the total project). The Purchaser shall give the Authorized Officer (3) days notice prior to (final inspection of the grading operations) (,) (and) (start of surfacing operations).

328 - The Purchaser shall adopt methods and procedures in using explosives, which will prevent damage to adjacent landscape features, and which will minimize scattering rocks and other debris outside the road prism.

328a - The Purchaser shall establish and be responsible for blasting techniques and shall furnish the Authorized Officer, prior to starting drilling operations, a blasting plan specifying drill-hole diameter, drill-hole spacing, depth of drilling, type of explosive to be used, loading pattern, sequence of firing, the location where the plan is to be used, and other relevant data. Acceptance of the drilling and blasting plan does not relieve the Purchaser of responsibility or liability for the results of the blasting.

NOTE: *If the BLM chooses to require acceptance by the Authorized Officer, care should be taken that BLM personnel reviewing such plans have the necessary expertise to form a judgment as to the plans' sufficiency. It should be recognized that BLM acceptance of a drilling and blasting plan could increase the legal exposure of the Bureau should it be proven that the plan is inadequate and that such inadequacy resulted in damage to others.*

PIPE CULVERTS - 400

*401 - This work shall consist of furnishing and installing (pipe culverts) (,) (and) (pipe arch culverts) (,) (and) (half rounds) (,) (and) (flume(s)) (,) (and) (perforated pipe culverts) (,) (and) (downspout(s)) (,) (and) (elbow(s) (and other erosion control device(s)) 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 (from established construction stakes) (upon completion of the roadbed) (and) (upon installation of the appurtenance structures). 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.

402 - The (pipe culvert(s)) (and) (pipe-arch culvert(s) located at the following road locations:

Road No.	Sta./M.P.

as shown on the plans, shall be installed in such a manner as not to impede fish passage. Installation shall conform to the lines, grades, dimensions, and typical cross sections shown on the plans.

403 - Grade culverts shall have a gradient of from (2) percent to (4) percent greater than the adjacent road grade. Grade culverts 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 zinc-rich paint on zinc-coated, steel pipe and aluminum-rich paint on aluminum or aluminum-coated pipe.

405 - Corrugated steel riveted and helical pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 as specified on the plans.

405a - Corrugated-(aluminized) steel-welded pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 36 and AASHTO M 218, AASHTO M 274, or AASHTO M 289 as specified on the plans.

405b - Corrugated-aluminum-alloy pipe culverts and pipe-arch culverts shall conform to the requirements of AASHTO M 196.

405c - Corrugated-steel-structural plate pipe culverts and pipe-arch culverts shall conform to the requirements of AASHTO M 167, except that single plates may exceed 75 pounds in weight.

405d - Corrugated-aluminum-structural plate pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 219.

405e - Corrugated-polyethylene pipe for culverts 12-inch through 36-inch diameter shall meet the requirements of AASHTO M 294.

Corrugated-polyethylene pipe for culverts 42-inch through 60-inch diameter shall meet the requirements of AASHTO M 294-03, Type D or Type S.

Corrugated-polyethylene pipe for culverts to be used for downspouts 12-inch through 60-inch diameter shall meet the requirements of AASHTO M 294-03, Type C.

Installation will be subject to the same specification as other pipe materials.

405f - Ring gaskets for rigid pipe shall meet the requirements of AASHTO M 198. Continuous flat gaskets for flexible metal pipe shall meet the requirements of ASTM D 1056, with grade RE 41 used for bands with projections or flat bands, and grade RE 43 used for corrugated bands. When used with metal pipe with annular reformed ends, the ring gasket shall be one-fourth greater in diameter than the depth of the corrugation. Gasket thickness for bands with projections or flat bands shall be 1/2 inch greater than the nominal depth of the corrugation and shall be 3/8 inch for corrugated bands. For pipe with flanged ends, a butyl-rubber-strip gasket shall be placed inside the channel band.

*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 and pipe-arch culverts, or helically corrugated pipe and pipe-arch culverts having annular reformed ends. Annular reformed ends shall consist of two annular corrugations.

406b - Coupling bands produced from flat galvanized steel sheets with impressed dimples will be permitted only for connecting annular corrugated steel pipe to helically corrugated steel pipe. Such coupling bands shall conform to the width requirements shown on the plans.

406c - Elbow sections used in conjunction with full-round pipe culvert downspouts shall be connected at both ends by "Hugger"-type bands, and "O" ring neoprene gaskets shall be inserted between the band and pipe as shown on the plans to insure a water-tight joint.

NOTE: *Experience shows that leakage at elbow joints can cause fill failure.*

406d - (Pipe culverts) (and) (pipe-arch culverts) at the following locations:

Road No.	Sta./M.P.

shall be connected with ("Hugger"-type) (flanged-end) (annular) coupling bands using (sleeve gaskets) ("O"-ring neoprene gaskets) (1-inch neoprene flat gaskets) (as shown on the plans) (as directed by the Authorized Officer).

406e - Bituminous coated bands or a full-size gasket shall be used to join aluminum pipe culvert to galvanized steel pipe culvert.

406f - (Channel-type) (or) (flanged-end) coupling bands may be used on helical pipe with reformed rolled ends and flanged specifically to receive these bands. Such coupling bands shall conform to the requirements shown on the plans.

407 - Special sections, such as elbows, branch connections, and flared-end sections, shall be of the same 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.

407a - (Flumes) (and) (half rounds) conforming to the material and construction requirements shall be constructed for culverts (as shown on the plans) (,) (and) (at the specified locations) (at the following locations:

Road No.	Sta./M.P.

407b - Full round culvert downspouts conforming to the material and construction requirements shall be constructed for culverts (as shown on the plans) (and) (at the specified locations) (at the following locations:

Road No.	Sta./M.P.

407c - Flexible (butyl-rubber) (plastomate) (nylon-vinyl fabric) (neoprene fabric) sleeves conforming to the material and construction requirements shall be constructed for culverts (as shown on the plans)

(and) (at the specified locations) (at the following locations:)

Road No.	Sta./M.P.

NOTE: *Special sections such as elbows, branch connections, and flared inlets, half-round and rectangular flumes, full-round culvert downspouts, and flexible sleeves are considered appraisal entities and the cost of these items are in addition to the price of the corresponding culvert structure.*

*408 - Pipe culverts and pipe-arch 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.

409 - Structural-plate pipe culverts and pipe-arch culverts shall be installed in accordance with the plans and detailed erection instructions furnished by the manufacturer. One copy of the erection instructions shall be submitted to the Authorized Officer (3) days prior to erection.

*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) (and/or) (pipe-arch 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) (crushed rock material in accordance with Section 1200 gradation (E-1)).

*413 - Pipe culverts and pipe-arch culverts shall be bedded on a (selected granular) (,) (crushed rock material in accordance with Section 1200 gradation (E-1)) (,) (or) (fine readily compactable soil) material having a depth of not less than (6) inches

as shown on plans. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.

414 - The invert grade of the bedding shall be cambered in accordance with the requirements and details shown on the plans and as directed by the Authorized Officer.

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.

415 - Inspection of pipe culverts having a diameter of (48) inches and pipe-arch culverts having a height of (40) inches or a cross sectional area of (13) or larger shall be made before backfill is placed. Culverts found to be out of alignment or damaged shall be replaced, reinstalled or repaired as directed by the Authorized Officer at the Purchaser's expense.

*416 - Side-fill material for (pipe culverts) (pipe-arch culverts) (at the following location(s):)

Road No.	Sta./M.P.

shall be placed within (1) pipe diameter, or a minimum of (2) feet, of the sides of the pipe barrel, and to (1) foot over the pipe with (fine, readily compactable soil) (,) (crushed rock material in accordance with Section 1200 gradation (E-1) (,) (or) (granular fill material) free of excess moisture, muck, frozen material, roots, sod, or other deleterious or caustic material and devoid of rocks or stones of sizes which may impinge upon and damage the pipe or otherwise interfere with proper compaction.

*417 - For (pipe culvert(s)) (and) (pipe-arch culvert(s)) at the following location(s):)

Road No.	Sta./M.P.

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 (1) pipe diameter/span, or 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 culvert(s)) (and) (pipe-arch culvert(s)) after being bedded and backfilled as required by these specifications shall be protected by a (2)-foot cover of fill before heavy equipment is permitted to cross the drainage structure(s). Removal of the protection fill shall be as directed by the Authorized Officer.

420 - Perforated pipe for underdrains shall be placed in accordance with plans and specifications and at the following locations:

Road No.	Sta./M.P.

Pipe sections shall be securely joined together with perforations down. Inlets of underdrains shall be plugged and outlets shall be covered with securely fastened fiberglass insect screens. (Underdrain locations shall be identified with Culvert Markers.)

421 - Trenches and bedding rock necessary for the installation of perforated pipe shall conform to the lines, grades, dimensions and typical diagram as shown on the plans.

422 - Drain rock shall be carefully placed on geotextile material required in section 1300, to prevent damage or displacement. A minimum 4-inch bedding of drain rock shall be placed and compacted in the bottom of the trench before installing the underdrain pipe. Underdrain pipe shall be firmly embedded in this layer and drain rock placed to the height shown on the plans, or as directed by the Authorized Officer, and then compacted. Care shall be taken not to displace the underdrain pipe or the covering at open joints. Geotextile material shall be overlapped on top of the drain rock a minimum of 1 foot, as shown on the plans. Backfill shall then be placed and compacted in one foot lifts to the required grades.

423 - Construction of (catch basins) (and) (ditch dams) conforming to lines, grades, dimensions and typical diagrams shown on the plans, shall be required for (grade culverts) (and) (culverts) (at the following locations:)

Road No.	Sta./M.P.

423a - Culvert catch basins shall be excavated to a depth of (1) foot below the bottom of the existing culvert inlets at the following location(s):

Road No.	Sta./M.P.

NOTE: 423a recommended for use in granitic soils.

424 - Construction of (splash pads)(energy dissipaters)conforming to lines, grades, dimensions and typical diagram shown on the plans, shall be required for (grade culverts) (and) (culverts) (at the following locations:)

Road No.	Sta./M.P.

425 - Where pervious materials are used for backfill and bedding, collars consisting of selected impervious material shall be placed at the inlet and at various intervals along the pipe barrel as shown on the plans and as directed by the Authorized Officer.

426 - Culvert marker(s) consisting of
(___)-inch X (___)-inch X (___)-foot treated wood posts)
(___)-inch round X (___) feet treated heavy duty broom sticks)
(1/2-inch round steel bars (___) feet in length bolted to the culvert at the inlet)
(___) foot steel fence posts painted (_____), shall be furnished, fabricated, and installed by the Purchaser (at grade culverts) (at the following location(s):

Road No.	Sta./M.P.

as shown on the plans and as directed by the Authorized Officer.

NOTE: *Catch basins, splash pads, impervious collars, and culvert markers are considered appraisal entities and the costs of these items are in addition to the price of the corresponding culvert structure.*

*427 - Record culvert sizes, lengths and location (actually installed) on a copy of the culvert list. This culvert list shall be furnished to the Authorized Officer.

428 - Remove and dispose of old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the work site (within three (3) working days of completion of the culvert replacement work for each road) (prior to road acceptance).

429 - Keep the excavation site dewatered so that the installation of culverts is completed under dry conditions. Dispose of excess water (by using pumping or natural

drainage ways near the site) (in a manner that will avoid damage to adjacent property). (Provide for downstream waterflow with no more that 10% increase in natural stream turbidity due to transport of excavated material or sediment during construction). Diversion streams shall not be returned to the natural channel until all in-stream work has been completed.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

*501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications (,) (and) (as shown on the plans) (and as marked on the ground with stakes or metal tags).

501a - This work shall include the removal and disposal of slides in accordance with these specifications (and as marked on the ground with stakes or metal tags).

502 - The existing road surface shall be (scarified to its full width and to a depth of (6) inches to eliminate surface irregularities) (and) bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans (and as marked on the ground with stakes or metal tags) at the following location(s):

Road No.	From Sta./M.P.	To Sta./M.P.

502a - Rocks larger than (4) inches in maximum dimension shall be removed from the scarified layers of the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.

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

503 - Debris from slide(s) at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

shall be disposed of (by direct side cast) (and) (as directed by the Authorized Officer.).

503a - Debris from the slide(s) at the following location(s):

Road No.	From Sta./M.P.	To Sta./M.P.

(shall be hauled to) (a) (designated disposal site(s)) (shall be used as embankment) at the following location(s):

Road No.	From Sta./M.P.	To Sta./M.P.

(as shown on the plans) (and) (marked on the ground).

504 - (Scarified material) (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(s) (103a) (,) (and) (103b) (,) (and) (103c) (,) (and) (103d) (,) (and) (103e) (,) (and) (103f) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i) and in accordance with the following table:

Road No.	From Sta./M.P.	To Sta./M.P.	Subsection 504

			(504)(a)(b)(c)
			(504)(a)(b)(c)
			(504)(a)(b)(c)
			(504)(a)(b)(c)

504a - Minimum compaction required shall be ((1) hour of continuous (rolling) (tamping) for each (3) stations of road) ((6) passes over each full-width layer), or fraction thereof, as measured along the centerline per layer of material.

504b - A uniform density of not less than (85) percent of the maximum density as determined by a nuclear testing device or penetrometer calibrated in accordance with Subsection 505 shall be attained.

504c - A uniform density of not less than (95) percent of the maximum density as determined by AASHTO T 99, Method A, C, or D.

505 - The Purchaser shall establish control sections of road at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

(as shown on the plans) (as determined by the Authorized Officer) on which the incremental measurements of compaction by a nuclear densometer or penetrometer can be made. Not more than (_____) sections will be required for the designated road. Sections will not exceed (500) feet in length. Construction conditions under which the tests are made shall approximate normal construction conditions for the type of compaction work required in Subsection (306) (306a). Calibration of the (nuclear densometer) (penetrometer) by this procedure shall constitute the basis for determining compliance with the density specified under Subsection 504b.

506 - The inlet end of (designated) existing drainage structures (as shown on the plans) (at the following location(s):)

Road No.	Sta./M.P.	To Sta./M.P.

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 (designated) 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.

507 - (Existing) (and) (new) drainage structures at the following locations:

Road No.	Sta./M.P.

shall be (replaced) (and) (placed) with structures of the type, gauge, diameter, and length shown on the plans and 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.	From Sta./M.P.	To Sta./M.P.

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

509 - The finished grading shall be approved (in writing) by the Authorized Officer (1) day(s) prior to surfacing operations. 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.

604 - Water required under these specifications shall be obtained at the time(s) and at the location(s) indicated below:

	Willamette Meridian			Dates Available	
Common Name	Section	T	R	From	To

(Use of the water source is) (Use of water sources are) subject to applicable State water regulations. (In the event that the required water is not available at the location(s) specified, water shall be obtained from a source approved by the Authorized Officer. A reduction shall be made in the total purchase price to reflect additional hauling distance based on rental rates from current BLM Timber Appraisal Cost Schedules.)

NOTE: When establishing water sources for road construction purposes, follow guidance in Oregon Revised Statute (ORS) 537.143 - Limited license to use or store surface

or ground water or to use stored water. Information relative to the ORS and water withdrawals can be obtained directly from the Oregon Water Resources Department.

605 - The Purchaser shall (secure the necessary water permits) (and) (pay all required water fees) (for use of the water source(s) specified under Subsection 604) (for use of water source(s) selected by the Purchaser and approved by the Authorized Officer).

606 - The Purchaser shall construct (pump chance(s)) (helipond(s)) (at the following locations) (as shown in the plans) (and) as directed by the Authorized Officer.

Road No.	Sta./M.P.

AGGREGATE BASE COURSE - 700
PITRUN ROCK MATERIAL

*701 - This work shall consist of (furnishing,) hauling and placing one or more layers of pitrun rock material on (roadbeds) (and) (landing(s)) approved for placing pitrun materials in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans.

702 - Pitrun rock materials used in this work shall be obtained from source(s) shown on the plans. Development and mining of such source(s) shall be in accordance with Subsection (1601) (1602) (1602a) of these specifications

NOTE: Use Subsection 702 if pitrun rock is available from sources located on public lands or private lands under permit within the project area. In the event sources of pitrun rock are only available from private lands and commercial pits within the project area or within an economical haul distance of the work, and the BLM has no control of such sources, use Subsection 702a. Appraisals should be based on most economical haul and unit purchase price. The source selected must be thoroughly investigated to ascertain that it will meet rock quantity and quality requirements.

702a - Pitrun rock materials used in this work may be obtained from source(s) selected by the Purchaser at his option, providing the materials furnished comply with these specifications and the (source is) (sources are) approved in writing by the Authorized Officer prior to use.

*703 - Pitrun rock materials shall consist of talus rock, bank run or river run gravels, partly decomposed granite or basalt, cinders, or other approved materials. The materials shall be reasonably free from vegetative matter or other deleterious material. (The material obtained from the sources identified under Section (___) shall consist of the best material available from these sources as designated by the Authorized Officer.)

*704 - Pitrun rock material shall consist of native materials of such a size and grading that it can be taken directly from the source and placed on the road without crushing or screening. The material shall contain only occasional oversize particles to be removed. The term "oversize" shall be construed to mean material greater than ((2/3) the compacted thickness of the layer in which it is placed) ((6) inches).

705 - Pitrun rock material shall be placed in layers of sufficient thickness to accommodate the material, except that the maximum thickness of any layer shall not exceed (6) inches. Where the total specified thickness is greater than (6) inches the material shall be placed in two or more layers of equal thickness.

NOTE: *Thickness of layer is dependent on type and natural gradation of pitrun rock material available.*

706 - Oversize material that cannot be accommodated in the layer shall be removed at the source or on the road, and shall be disposed of (as shown on the plans) (or) (as directed by the Authorized Officer).

707 - When so indicated by the plans, filler or binder obtained from the source(s) shown on the plans shall be uniformly blended with pitrun rock material on the road.

*708 - The roadbed as shaped and compacted under section(s) (300) (500) of these specifications shall be approved (in writing) by the Authorized Officer prior to placement of pitrun rock material. (Notification for final inspection prior to rocking shall be (72) hours prior to the inspection and shall be (10) days prior to start of surfacing operations.)

*709 - Pitrun rock material shall be placed on roadbed, blade processed and spread to required dimensions.

710 - Pitrun rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

711 - Layers of pitrun rock material placed and shaped as specified shall be uniformly moistened or dried to the optimum moisture content for maximum density and compacted to full width by compacting equipment conforming to the requirements of Subsections(s)(103a) (,) (and) (103b) (,) (and) (103d) (,) (and)

(103e) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i). Minimum compaction shall be ((1) hour of continuous compacting for each (250) cubic yards of pitrun rock material placed per layer) ((6) passes over each full-width layer), or fraction thereof.

712 - Pitrun rock material shall be surface bladed during the compaction operation to remove irregularities and to produce a smooth running surface.

713 - Pitrun rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrades shall not be construed as surfacing required under this specification (unless approved in writing by the Authorized Officer prior to placement).

NOTE: If the stockpiling of pitrun rock materials is a contract requirement, use applicable Subsections under section 1000 of these specifications to cover construction and rehabilitation of temporary stockpile sites and access roads.

AGGREGATE BASE COURSE - 800
GRID-ROLLED ROCK MATERIAL

*801 - This work shall consist of (furnishing) (,) hauling and placing grid- rolled rock material on the approved (roadbed(s)) (and) (landing(s)) approved for placing grid-rolled material and reducing the size of material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans.

802 - Rock materials to be grid rolled in this work shall be obtained from source(s) shown on the plans. Development and mining of such source(s) shall be in accordance with Subsection(s) (1601) (,) (and) (1602) (,) (and) (1602a) of these specifications.

NOTE: Use Subsection 802 if rock materials suitable for reduction by grid-rolling are available from sources located on public lands or private lands under permit within the project area. In the event sources of such materials are only available on private lands within the project area, or within economical haul distance of the work, and BLM has no control on such sources, use Subsection 802a. Appraisals should be based on the most economical haul and unit purchase price. The source(s) selected must be thoroughly investigated to ascertain that it will meet rock quantity and quality requirements.

802a - Grid-rolled rock materials to be furnished and grid-rolled in this work may be obtained from (a source) (sources) selected by the Purchaser, at his option, providing the grid-rolled rock materials furnished comply with these specifications (and the source is approved in writing by the Authorized Officer prior to use).

*803 - Grid-rolled rock material shall consist of talus rock, bank or river-run gravels, partly decomposed granite or basalt, blasted rock from roadway excavation, cinders, or other approved materials. The materials shall be reasonably free from vegetative matter or other deleterious materials. (The material obtained from the sources identified under Section (___) shall consist of the best material available from these sources as designated by the Authorized Officer.)

*804 - Grid-rolled rock material shall be of such quality that it can be taken directly from the source, without crushing or screening, and can be broken down on the road by the grid-rolling process.

NOTE: Remember to use 103d and appraise for grid roller.

804a - Grid-rolled rock material shall show a Los Angeles-abrasion-percentage loss value of not more than 35 as determined by AASHTO T 96.

804b - Grid-rolled rock material shall show a durability value of not less than 35 as determined by AASHTO T 210.

804c - Grid-rolled rock material shall have a liquid limit of not more than 35, and a plasticity index of not less than three and not more than 10, as determined by AASHTO T 89 and AASHTO T 90.

*805 - The roadbed as shaped and compacted under section(s) (300) (500) of these specifications, shall be approved (in writing) by the Authorized Officer prior to the placement of the grid-rolled rock material. Notification for final inspection, prior to rocking, shall be (72) hours prior to the inspection and shall be (10) days prior to start of rocking operations.

806 - Rock material to be grid rolled shall be placed (in layers of a thickness designated on the plans) (in layers not to exceed (8) inches in thickness). Oversize material shall be broken down to be accommodated within the thickness of the specified layer. Oversize material shall be construed to mean material greater than (2/3 the compacted thickness of the layer in which it is placed) (6 inches). Unbroken oversize material shall be removed from the road and disposed of (as shown on the plans) (as directed by the Authorized Officer).

NOTE: Thickness of layer dependent of type and natural gradation of the rock material available.

Road No.	From Sta./M.P.	To Sta./M.P.

Not more than (___) sections will be required for the designated road, and each section shall not exceed (500) feet in length. Construction conditions under which the tests are conducted shall approximate normal construction conditions for the type of compaction work required. Calibration of the nuclear testing device by this procedure shall constitute the basis for determining compliance with the required density.

807 - Filler or binder material obtained from sources shown on the plans (and approved by the Authorized Officer) shall be uniformly blended with the grid-rolled rock material on the road. Filler or binder material shall be free from stones, vegetative matter and other deleterious materials.

*808 - Grid-rolled rock material shall be blade processed and spread to required dimensions. Processing shall be performed in such a manner as to minimize aggregate segregation.

809 - Grid-rolled rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed after reduction of rock to specified size.

810 - Grid-rolled rock material, bladed and shaped as specified, shall be moistened or dried to optimum moisture content for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsection(s) (103b) (,) (and) (103c) (,) (and) (103e) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i). Minimum compaction shall be ((1) hour(s) of continuous compacting for each (150) cubic yards of grid-rolled rock material placed per layer) ((6) passes over each full-width layer), or fraction thereof.

811 - Grid-rolled rock material, bladed and shaped as specified, shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than (85) percent of the maximum density is attained as determined by a nuclear testing device calibrated in accordance with Subsection 812.

812 - The Purchaser shall establish control test sections at the following locations, as shown on the plans and as directed by the Authorized Officer, on which incremental measurements of compaction by a nuclear testing device can be made:

Road No.	From Sta./M.P.	To Sta./M.P.

Not more than (____) sections will be required for the designated road, and each section shall not exceed (500) feet in length. Construction conditions under which the tests are conducted shall approximate normal construction conditions for the type of compaction work required. Calibration of the nuclear testing device by this procedure shall constitute the basis for determining compliance with the required density.

813 - The grid-rolled rock material shall be surface bladed during the compaction operation to remove irregularities and to produce a smooth surface.

814 - Grid-rolled rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrade(s) shall not be construed as surfacing under this specification (unless approved by the Authorized Officer prior to placement).

NOTE: If grid-rolled rock materials are to be placed in stockpile, use applicable Subsections under section 1000 for the preparation and rehabilitation of temporary stockpile sites.

AGGREGATE BASE COURSE - 900
SCREENED ROCK MATERIAL

*901 - This work shall consist of (furnishing,) hauling, and placing one or more lifts of screened rock material on (roadbed(s)) (and) (landing(s)) approved for placing screened rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans.

902 - Screened rock materials used in this work shall be obtained from the source(s) shown on the plans. Development and mining of such source(s) shall be in accordance with (Subsection 1601) (Subsection 1602).

NOTE: Sources located on public lands, or on private lands under permit, within the project area, use Subsection 902. For those sources located on nearby private

lands, and commercial sources within economical haul distance over which BLM has no control, use Subsection 902a. Appraisals should be based on the most economical haul and unit purchase price. The source selected should be thoroughly investigated to ascertain that it will meet rock quantity and quality requirements.

902a - Screened rock materials to be used in this work may be obtained from (a source) (the sources) selected by the Purchaser, at his option, providing the rock materials furnished comply with these specifications (and the source(s) (are) (is) approved in writing by the Authorized Officer prior to use).

*903 - Screened rock material shall conform to the following gradation requirements:

Table 903

SCREENED ROCK MATERIAL GRADATION REQUIREMENTS
Percentage by Weight Passing Square Mesh Sieves
(AASHTO T 27)

Sieve Designation	Gradation			
	A	B	C	D
4 inch	100			
3 inch	95-100	100		
2 inch		95-100	100	
1-1/2 inch			95-100	100
1 inch				95-100
No. 4	11-44	16-49	21-54	26-59
No. 200	2-15	2-15	0-15	0-15

904 - Screened rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions as determined by AASHTO T 96.

904a - Screened rock material shall show a durability value of not less than 35 as determined by AASHTO T 210.

*905 - The roadbed as shaped and compacted under section(s) (300) (and) (500) of these specifications, shall be approved (in writing) by the Authorized Officer prior to

placement of screened rock materials. Notification for final inspection, prior to rocking, shall be (72) hours prior to that inspection and shall be (10) days prior to start of rock operations.

*906 - Screened rock material shall be placed in layers not to exceed (6) inches in thickness. Where the required total thickness is more than (6) inches, the rock material shall be shaped and compacted in two or more layers of approximately equal thickness.

906a - Screened rock materials used to repair or reinforce a soft, muddy, frozen, yielding, or rutted subgrade(s) shall not be construed as surfacing under this specification.

907 - Filler or binder material obtained from sources shown on the plans (and approved by the Authorized Officer) shall be uniformly blended with the screened rock material on the road. Filler or binder materials shall be free from stones, vegetative matter, and other deleterious materials.

*908 - Screened rock material shall be blade-processed and spread to required dimensions. Processing shall be performed in such a manner as to minimize aggregate segregation.

909 - Screened rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

910 - Screened rock material, bladed and shaped as specified, shall be moistened or dried to optimum moisture content for maximum compaction and compacted to full width by compaction equipment conforming to the requirements of Subsection(s) (103a) (,) (and) (103b) (,) (and) (103c) (,) (and) (103e) (,)(and) (103f) (,) (and) (103g) (,) (and) (103h) (,) (and) (103i.) Minimum compaction shall be (1 hour or continuous compacting for each (150) cubic yards of screened rock material placed per layer) ((6) passes over each full-width layer), or fraction thereof.

911 - The Purchaser shall place in stockpile (____) cubic yards (truck) (stockpile) (load ticket) measure of screened rock material at (a site) (sites) shown on the plans. Such material shall be used as shown on the plans and as directed by the Authorized Officer. (Crushed sandstone material so stockpiled shall be placed on the designated road(s) prior to termination of the timber sale contract.) (This work (is) (not) required for road acceptance under Section 18 of this contract.

NOTE: *Temporary stockpile site(s) for screened rock materials requiring clearing and grubbing and access road construction can be covered using applicable Subsections of section 1000 of these specifications.*

912 - Acceptance tests will be made at the source from samples taken of screened rock materials being produced. Test data obtained by BLM from testing screened rock materials shall be made available to the Purchaser.

AGGREGATE BASE COURSE - 1000
CRUSHED ROCK MATERIAL

*1001 - This work shall consist of (furnishing) (,) hauling, and placing one or more lifts of crushed rock material on (roadbeds) (and) (landings) approved for placing crushed rock material, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the road at the purchaser's expense.

1002 - Crushed rock materials used in this work shall consist of quarry rock, stone, gravel, or other approved materials obtained from the source(s) shown on the plans. Development and mining of such source(s) shall be in accordance with Subsection(s) (1601) (,) (and) (1602) (,) (and) (1602a) of these specifications.

NOTE: *Where crushed rock materials have been appraised from a commercial source(s) use Subsection 1002a. Source(s) comprising appraisal basis must be thoroughly investigated to ascertain that quantity and quality requirements are met.*

1002a - Crushed rock materials may be obtained from (a commercial source) (commercial sources) selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.

*1003 - Crushed rock material produced from gravel shall have (2) manufactured fractured face(s) on 65 percent, by weight, of the material retained on the No. 4 sieve. (If necessary to meet the above requirement, or to eliminate an excess of filler, the gravel shall be screened before crushing).

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

TABLE 1004

AGGREGATE BASE COURSE
CRUSHED ROCK MATERIAL
Percentage by Weight Passing Square Mesh Sieves
(AASHTO T 11 & T 27)
GRADATION

Sieve Designation	A	B	C	D	F	G	H	I
(6) -inch	-	-	-	-	-	-	-	100
3-inch	100	-	100	-	100	-	-	45-65
2-inch	90-95	100	-	100	65-95	100	100	-
1 1/2-inch	-	90-95	-	-	-	-	-	-
1-inch	45-75	50-90	-	-	-	50-85	60-90	-
3/4-inch	-	-	-	-	28-70	-	-	-
1/2-inch	-	-	-	-	-	27-60	44-70	-
3/8-inch	-	-	-	-	-	-	-	-
No. 4	15-45	15-50	-	-	10-35	15-40	28-50	0-10
No. 8	-	-	-	-	-	-	20-41	-
No. 10	-	-	-	-	-	-	-	-
No. 30	-	-	-	-	5-22	8-26	9-26	-
No. 40	5-25	5-25	-	-	-	-	-	-
No. 200	2-15	2-15	-	-	3-10	3-12	3-12	-

1004a - The Purchaser shall be required to take one (1) sample of each (2,000) cubic yards of crushed rock material produced, using approved AASHTO sampling procedures. The Purchaser shall submit samples to a certified lab or shall perform

testing for gradation requirements using AASHTO T 11 and AASHTO T 27 testing procedures (and also perform testing for sand equivalency requirements using AASHTO T 176 testing procedures). Prior to testing, each sample shall be split, making one-half of the sample with proper identification available for testing by the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer within twenty-four (24) hours of sampling. The Purchaser shall provide test results for the first five hundred (500) cubic yards produced prior to commencing production crushing and hauling.

1005 - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.

1006 - Crushed rock material shall show durability value of not less than 35, as determined by AASHTO T 210.

1007 - That portion of crushed rock material passing the No. 40 sieve, including blending filler, shall have liquid limits of not more than 35, and a plasticity index of not less than (4) and not more than (12) as determined by AASHTO T 89 and AASHTO T 90.

1007a - That portion of crushed rock material passing No. 4 sieve, including blending filler shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalent of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

TABLE 1007a

Sand Equivalent	Percent Passing #200 Sieve AASHTO T 27
34	9
33	8
32	7
31	6
30	5
29 or less	4

NOTE: An appraisal allowance shall be made when requiring Purchaser to test or obtain commercial testing.

1008 - If additional binder or filler is necessary in order to meet the grading or plasticity requirements, or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from (sources shown on the plan) (sources approved by the

Authorized Officer) and shall be free from stones, vegetative matter, and other deleterious materials.

1008a - Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

*1009 - The roadbed, as shaped and compacted under Sections(s) (300) (and) (500) of these specifications, shall be approved (in writing) by the Authorized Officer prior to placement of crushed rock materials. (Notification for final inspection prior to rocking shall be (72) hours prior to that inspection and shall be (10) days prior to start of rocking operations.)

*1010 - Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and as staked on the ground) and compacted in layers not to exceed (4) inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, (and approved in writing by the Authorized officer) before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.

1010a - Crushed rock material used to repair or reinforce a soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing under this specification (unless approved as such by the Authorized Officer prior to placement).

1011 - Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

1012 - Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection (103b) (,) (and) (103c) (,) (and) (103d) (,) (and) (103f) (,) (and) (103h). Minimum compaction shall be (one (1) hour of continuous compacting for each (150) cubic yards, or fraction thereof, of crushed rock material placed per layer) (deemed adequate when the surface can withstand five passes of a truck with H-20 loading without appreciable deformation) ((6) passes over each full-width layer).

1013 - Each layer of crushed rock material for base placed, processed, and shaped as specified shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than ((85) percent of the maximum density is attained as determined by

a nuclear testing device calibrated by the incremental test method specified under Subsection 1014) ((95) percent of the maximum density is attained as determined by AASHTO T 99, Method D).

1014 - The Purchaser shall establish control sections at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

as shown on the plans (and as directed by the Authorized Officer) on which incremental measurements of compaction by a nuclear testing device can be made. Not more than (____) sections will be required for the designated road, and each section will not exceed (500) feet in length. Construction conditions under which the tests are conducted shall approximate normal construction conditions for the type of compaction work required. Calibration of the nuclear testing device by this procedure shall constitute the basis for determining compliance with the required density.

1015 - The Purchaser is authorized to remove Gradation (____) crushed rock material, (stockpile) (truck) (load ticket) measure, from BLM stockpile(s) for placement on the road(s) in accordance with the requirements and details shown on the plans from the following locations:

Stockpile No.	Willamette Meridian			Approx. Cu. Yds.	Road No.
	Sec.	T.	R.		

Approximately (____) cubic yards of additional crushed rock material required to complete the surfacing shall be furnished by the Purchaser in accordance with these specifications and as shown on the plans. (The Purchaser shall maintain records of material removed from (each of) the stockpile site(s) designated above. These records shall be submitted to the Authorized Officer upon completion of the surfacing operation).

1016 - The Purchaser shall place in stockpile (____) cubic yards (truck) (stockpile) (load ticket) measure of Gradation (____) crushed rock material at site(s) shown on the

plans. (This work is (not) required prior to road acceptance under Section 18 of this contract). Such material shall be used as shown on the plans and as directed by the Authorized Officer. All crushed rock material so stockpiled shall be placed on the designated road(s) prior to termination of the timber sale contract.

1017 - Prior to stockpiling Subsection 1004 Gradation (___) crushed rock material, the stockpile site shall be prepared by clearing and disposing of all trees, stumps, brush, and other debris in accordance with Section 200. The floor of each stockpile site shall be graded to a level and uniform cross section. (A minimum of (1) (foot) (feet) of crushed rock material shall be placed and compacted on the entire floor area.) (A minimum of (___) cubic yards, stockpile measure, shall be placed at the following stockpile site(s):)

Stockpile No.	Willamette Meridian			Approx. Cu. Yds.	Road No.
	Sec.	T.	R.		

1018 - The equipment and methods used for stockpiling crushed rock material and for removing material from the stockpiles shall be such that minimum degradation or segregation of the material will result and that minimal amounts of foreign material will be incorporated into the crushed base material. There will be no intermingling of stockpiled materials.

1019 - Upon completion of the work, (the stockpile site) (stockpile sites) designated on the plans as temporary shall be (scarified) (,) (and) (mulched and seeded in accordance with Section 1800) (,) (and) (planted) as directed by the Authorized Officer.

1019a - When shown on the plans, (the access road) (access roads) to (the) temporary stockpile site(s) shall be (blocked) (,) (and) (water-barred) (,) (and) (scarified) (,) (and) (mulched) (,) (and) (seeded in accordance with Section 1800) (,) (and) (planted) as directed by the Authorized Officer).

1020 - Crushed rock material required under Section 1000 of these specifications shall first be placed in stockpile after crushing. The Purchaser shall notify the Authorized Officer a minimum of (3) day(s) in advance of the date he intends to commence the crushing and stock-piling operation so that progressive test samples can be taken as the crushed rock material is produced. Sample material shall remain in stockpile until such time the Authorized Officer receives test results which indicate compliance with Subsection(s) (1003) (,) (and) (1004) (,) (and) (1005) (,) (and) (1006) (,) (and) (1006a) (1007) (,) (and) (1007a) (,) (and)

(1008). Crushed rock material so tested shall be approved in writing by the Authorized Officer within (6) days from sampling date. Approved material may then be removed from stockpile for placement on the designated road. In no event shall the Purchaser place crushed rock materials on the road from sources other than the tested and approved stockpile(s). Noncompliance with the requirements of this subsection shall constitute grounds for the rejection of crushed rock materials furnished under this contract.

SPECIAL AGGREGATE BASE COURSE - 1100
CRUSHED SANDSTONE MATERIAL

*1101 - This work shall consist of (furnishing), hauling, and placing one or more lifts of crushed sandstone material on (roadbed(s)) (landing(s)) approved for placing crushed sandstone material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans.

1102 - Crushed sandstone material used in this work shall be obtained from source(s) shown in the plans. Development and mining of such source(s) shall be in accordance with (Subsection 1601) (Subsection 1602) of these specifications.

NOTE: Where sources are specified, use subsection 1102a. This could be the case where selection of a material site is contingent upon completion of road excavation.

1102a - Crushed sandstone material used in this work may be obtained from source(s) selected by the Purchaser at his option and expense, providing the materials furnished comply with these specifications (and the) (source is) (sources are) approved in writing by the Authorized Officer prior to use.

1103 - The Purchaser shall conserve selected roadway excavation materials of solid sandstone for use as surfacing on the specified roadbed(s). Reduction of such materials to required gradation may be by jaw crushing or grid rolling.

1104 - Crushed sandstone material obtained from sources specified under Subsection(s) (1102) (1102a) (1103) shall consist of the best material available from these sources. Weathered sandstone, shale interlayers, or other unsatisfactory material shall not be used.

*1105 - Furnished sandstone material shall conform to the following gradation requirements:

TABLE 1105

GRADATION REQUIREMENTS
CRUSHED SANDSTONE MATERIAL
Percent by Weight Passing Square Meshed Sieves

Sieve	

Designation	Gradation		
	A	B	C
6 inch	100		
4 inch		100	
3 inch	35-55		100
2 inch		35-55	
1-1/2 inches			35-55
No. 4	20-35	20-35	20-35

Gradation B and C shall be used when the crushed sandstone materials have a hardness of 55 or greater as determined by AASHTO T 96.

*1106 - Crushed sandstone material shall be placed on the approved roadbed in (2) layer(s). Each layer shall be blade processed and spread to the required dimensions. Segregation of coarse and fine material shall be avoided.

1106a - Crushed sandstone material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrade(s) shall not be construed as surfacing under this specification (unless approved as such by the Authorized Officer prior to placement).

1107 - Crushed sandstone material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

1108 - Each layer of crushed sandstone material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width by compacting equipment conforming to the requirements of Subsection(s) (103d) (103e) (103f) (103h) (103i). Minimum compaction shall be (1 hour of continuous compacting for each (150) cubic yards of crushed sandstone material placed per layer) ((6) passes over each full-width layer), or fraction thereof.

1109 - The Purchaser is authorized to remove crushed sandstone material, (stockpile) (truck) (load ticket) measure, from BLM stockpile(s) for placement on the road(s) in accordance with the requirements and details shown on the plans from the following location(s):

Stockpile No.	Willamette Meridian			Approx. Cu. Yds.	Road No.
	Sec.	T.	R.		

(Approximately (___) cubic yards of additional crushed rock material required to complete the surfacing shall be furnished by the Purchaser in accordance with these specifications and as shown on the plans). (The Purchaser shall maintain records of material removed from the stockpile sites designated above. These records shall be submitted to the Authorized Officer upon completion of the surfacing operation.)

1110 - The Purchaser shall place in stockpile (___) cubic yards (truck) (stockpile) (load ticket) measure of crushed sandstone material at sites shown on the plans. This work is (not) required for road acceptance under Section 18 of this contract. Such material shall be used as shown on the plans and as directed by the Authorized Officer. Crushed sandstone material so stockpiled shall be placed on the designated roads prior to termination of the timber sale contract. (This work is (not) required for road acceptance under Section 18 of this section).

*1111 - The roadbed as shaped and compacted under Section(s) (300) (500) of these specifications shall be approved (in writing) by the Authorized Officer prior to placement of crushed sandstone material. (Notification for final inspection prior to rocking shall be (72) hours prior to the inspection and shall be (10) days prior to start of surfacing operations.)

NOTE: Temporary stockpile site(s) for crushed sandstone materials requiring clearing and grubbing and access road construction can be covered using applicable subsections of section 1000 of these specifications.

AGGREGATE SURFACE COURSE - 1200
CRUSHED ROCK MATERIAL

*1201 - This work shall consist of (furnishing) (,) hauling, and placing one or more layers of crushed rock material on (roadbeds) (and) (base courses) approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road at the purchaser's expense.

1202 - Crushed rock materials used in this work shall consist of quarry rock, stone, gravel, or other approved materials obtained from source(s) shown on the plans. Development and mining of such source(s) shall be in accordance with (Subsection 1601) (Subsection 1602) of these specifications.

NOTE: Where crushed rock materials have been appraised from a commercial source(s), use Subsection 1202a.

1202a - Crushed rock materials used in this work may be obtained from commercial source(s) selected by the Purchaser at his option and expense, (providing the rock materials furnished comply with the specifications) (providing laboratory tests

performed by BLM of furnished rock samples in accordance with Subsection 1220 indicate compliance with the specifications in this section).

*1203 - When crushed rock material is produced from gravel, not less than (65) percent by weight of the particles retained on the No. 4 sieve will have (2) manufactured fractured face(s). (If necessary to meet the above requirements or to eliminate an excess of filler, the gravel shall be screened before crushing.)

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

TABLE 1204

AGGREGATE SURFACE COURSE
CRUSHED ROCK MATERIAL
Percentage by weight passing square mesh sieves
AASHTO T 11 & T 27
GRADATION

Sieve Designation	C	C-1	D	D-1	E	E-1
1-1/2-inch	100	100	-	-	-	-
1-inch	-	-	100	100	-	-
3/4-inch	50-90	60-90	-	70-98	100	100
1/2-inch	-	-	-	-	-	70-98
No. 4	25-50	30-55	30-60	36-60	40-75	44-70
No. 8	-	22-43	-	25-47	-	30-54
No. 30	-	11-27	-	12-31	-	15-34
No. 40	5-25	-	5-30	-	5-35	-
No. 200	2-15	3-15	3-15	3-15	2-15	3-15

1204a - The Purchaser shall be required to take one sample for each (1,000) cubic yards of crushed rock material to be utilized (,) (or a minimum of 1 sample per day) (,) using AASHTO sampling procedures. The Purchaser shall submit samples to a certified lab or perform testing for gradation requirements using AASHTO T 11 and AASHTO T 27 testing procedures (and also perform testing for sand equivalency requirements using AASHTO T 176 testing procedures). Prior to testing, each sample shall be split, making one half of the sample, with proper identification, available for testing by the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer within 24 hours of sampling. The Purchaser shall provide test results for the first (500) cubic yards produced prior to commencing production crushing and hauling.

NOTE: An appraisal allowance shall be made when requiring testing.

1205 - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.

1206 - Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.

1206a - The crushed rock material shall show a loss of not more than (20) percent by weight, when submerged in DMSO, dimethyl sulfoxide, for five days, according to Federal Highway Administration Region 10 Accelerated Weathering Test Procedure.

1207 - That portion of crushed rock material passing the No. 40 sieve, including blending filler, shall have a liquid limit of not more than (35) and a plasticity index of not less than (4) and not more than (12) as determined by AASHTO T 89 and AASHTO T 90.

1207a - That portion of crushed rock material passing No. 4 sieve, including blending filler, shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalence of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

TABLE 1207a

Sand Equivalent	Percent Passing #200 Sieve AASHTO T 27
34	9
33	8
32	7
31	6
30	5
29 or less	4

1208 - If additional binder or filler material is necessary to meet the grading or plasticity requirements or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from (sources shown on the plan) (sources approved by the Authorized Officer) and shall be free from stones, vegetative matter, and other deleterious materials.

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) (base course) shall be completed (and approved) (in writing), prior to placing crushed rock material, in accordance to the requirements of Subsection(s) (300) (and) (500) (for placing on the (roadbed) (landings)) (and Subsection(s) (700) (,) (and) (800) (,) (and) (900) (,) (and) (1000) (,) (and) (1100)) (for placing on the base course). (Notification for final inspection prior to rocking shall be (72) hours prior to the inspection and shall be (10) days prior to start of surfacing operations.)

*1210 - Crushed rock material conforming to the requirements of these specifications shall be placed on the approved (roadbed) (,) (and) (landings) (,) (and) (base course) in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and staked on the ground). Compacted layers shall not exceed (4) inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved (in writing) 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 (unless approved by the Authorized Officer).

1211 - Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.

1212 - Each layer of crushed rock material placed, processed, and shaped as specified shall be moistened or dried to a uniform moisture content suitable for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsection(s) (103c) (,) (and) (103d) (,) (and) (103f) (,) (and) (103h) . Minimum compaction shall be (1 hour of continuous compacting) (for each (150) cubic yards of crushed rock material placed per layer) (for each (6) stations) ((6) passes over each full-width layer), or fraction thereof.

1213 - Each layer of crushed rock material placed, uniformly processed, and shaped as specified shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than ((5) percent of the maximum density is attained as determined by a nuclear testing device calibrated by the incremental test method specified under Subsection 1214) ((95) percent of maximum density is attained as determined by AASHTO T 99, Method C or D).

1214 - The Purchaser shall establish control sections (at the following location(s):)

Road No.	From Sta./M.P.	To Sta./M.P.

(as shown on the plans) (and) (as directed by the Authorized Officer) on which incremental measurements of compaction by a nuclear testing device can be made. Not more than (____) sections will be required for the designated road, and each section will not exceed (500) feet in length. Construction conditions under which the tests are conducted shall approximate normal construction conditions for the type of compaction work required. Calibration of the nuclear testing device by this procedure shall constitute the basis for determining compliance with the required density.

1215 - The Purchaser is authorized to remove Gradation (____) crushed rock material, (stockpile) (truck) measure, from BLM stockpile(s) for placement on the road(s) in accordance with the requirements and details shown on the plans and as follows:

Stockpile No.	Willamette Meridian			Approx. Cu. Yds.	Grad.	Road No.
	Sec.	T.	R.			

Approximately (_____) cubic yards of additional crushed rock material required to complete the surfacing shall be furnished by the Purchaser in accordance with these specifications and as shown on the plans. (The Purchaser shall maintain records of material removed from (each of) the stockpile site(s) designated above. These records shall be submitted to the Authorized Officer upon completion of the surfacing operation.)

1216 - The Purchaser shall place in stockpile (____) cubic yards (truck) (stockpile) (load ticket) measure of Gradation (_____) crushed rock material at site(s) shown on

the plans. (This work is (not) required for road acceptance under Section 18 of this contract.)

Such material shall be used to reinforce and repair areas of deficient support which appear during the hauling operation. Crushed rock material so stockpiled shall be placed on the designated road prior to termination of the timber sale contract.

1217 - Prior to stockpiling Subsection 1204 Gradation (____) crushed rock material, the stockpile site(s) shall be prepared by clearing and disposing of all trees, stumps, brush, and other debris in accordance with Section 200. The floor of each stockpile site shall be graded to a level and uniform cross section. (A minimum of (1) (foot) (feet) of crushed rock material shall be placed and compacted on the entire floor area.) (A minimum of (___) cubic yards, stockpile measure, shall be placed at the following stockpile sites:)

Stockpile No.	Willamette Meridian			Approx. Cu. Yds
	Sec.	T.	R.	

1218 - The equipment and methods used for stockpiling crushed rock material and for removing material from the stockpiles shall be such that minimum degradation or segregation of the material will result and that minimal amounts of foreign material will be incorporated into the crushed base material and that there will be no intermingling of stockpiled materials.

1219 - Upon completion of the work, stockpile site(s) designated on the plans as temporary shall be (scarified as directed by the Authorized Officer) (,) (and) (mulched and seeded in accordance with Section 1800) (,) (and) (planted as directed by the Authorized Officer).

1219a - When shown on the plans, (the) access road(s) to (the) temporary stockpile site(s) shall be (blocked) (,) (and) (water-barred) (,) (and) (scarified) (as directed by the Authorized Officer) (,) (mulched) (and) (seeded) (in accordance with Section 1800) (,) (and) (planted as directed by the Authorized Officer).

1220 - Crushed rock material required under Section 1200 of these specifications shall first be placed in stockpile after crushing. The Purchaser shall notify the Authorized Officer a minimum of (3) days in advance of the date he intends to commence the crushing and stockpiling operations so that progressive test

samples can be taken as the crushed rock material is produced. Sampled materials shall remain in stockpile until such time the Authorized Officer receives test results which indicate compliance with Subsection(s) (1203) (,) (and) (1204) (,) (and) (1205) (,) (and) (1206) (,) (and) (1207) (,) (and) (1207a) (,) (and) (1208). Crushed rock material so tested shall be approved in writing by the Authorized Officer within 6 days from sampling date. Approved material may then be removed from stockpile for placement on the designated road. In no event shall the Purchaser place crushed rock materials on the road from sources other than the tested and approved stockpile(s). Noncompliance with the requirements of this subsection shall constitute grounds for the rejection of all crushed rock materials furnished under this contract.

GEOTEXTILES – 1300

*1301 - This work shall consist of (furnishing) (,) (hauling) (,) (and) installing geotextile material at the locations and in accordance with these specifications and the lines, grades, dimensions, and typical cross sections shown on the plans.

1302 - Use long-chain, synthetic polymers, composed of at least 95 percent by mass of polyolefins or polyesters, to manufacture geotextile or the threads used to sew geotextile.

1303 - Furnish to the Authorized Officer a commercial certification including the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns, and other pertinent information to fully describe the geotextile.

1303a - Each roll of geotextile material shall be labeled to provide for identification of the material. Elevate and protect rolls with a waterproof cover if stored outdoors.

1303b - When using a geotextile for a permanent installation limit material exposure to ultraviolet radiation to less than 10 days. (Geotextile material deemed to have been overexposed to sunlight by the Authorized Officer shall be rejected.)

1304 - Where a geotextile brush barrier is shown on the plans, the geotextile material shall be laid over the upper-slope face of the barrier. The bottom of the geotextile material shall be trenched into the existing ground a minimum of (6) inches. The top of the geotextile material shall be tied, stapled, nailed, or otherwise securely fastened to the side or top of the brush barrier. Intermediate attachments of the geotextile material shall be by suitable ties, staples, or nails. A 12-inch overlap of geotextile material for vertical and horizontal piercing shall be maintained. Care must be exercised in securing the geotextile material to the brush barrier to avoid puncturing by protruding limbs.

1305 - Where a geotextile silt fence is shown on the plans, the geotextile material shall be laid against the fence on the upper slope face. The bottom of the geotextile material shall be trenched into the existing ground a minimum of (6) inches. The

top of the geotextile material shall be tied, stapled, nailed, or otherwise securely fastened to the side or top of the silt fence. Intermediate attachments of the geotextile material shall be by suitable ties, staples, or nails. A 12-inch overlap of geotextile material for vertical and horizontal piercing shall be maintained. Care must be exercised in securing the geotextile material to the fence to avoid puncturing.

1306 - The geotextile material used to construct (brush barriers) (and) (or) (silt fences) shall meet the following requirements:

TABLE 1306
Physical Requirements for Brush Barrier and Silt Fence

Property	Test Method ASTM	Units	Specifications		
			Type V-A	Type V-B(2)	Type V-C(3)
Grab Strength					
Machine Direction	D 4632	N	400	550	550
Cross Direction			400	450	450
Permittivity	D 4491	s^{-1}	0.05	0.05	0.05
Apparent opening size	D 4751	mm	0.60(1)	0.60(1)	0.60(1)
Ultraviolet stability	D 4355	%	70% after 500 hours of exposure		

(1) Maximum average roll value.
(2) Elongation at break ≥50 percent elongation (ASTM D 4632).
(3) Elongation at break <50 percent elongation (ASTM D 4632).

1307 - Where (subgrade reinforcement) (material separation) is required, clearing, grubbing, and excavation of the subgrade shall be completed prior to the placement of geotextile material. The subgrade shall be leveled and smoothed to remove lumps and depressions which exceed (6) inches in height and depth. Small pieces of woody debris shall be removed. Light vegetation, i.e., grasses, weeds, leaves, and other small woody debris, may be left in place.

1308 - The geotextile material shall be installed directly on the prepared surface. Place the geotextile smooth and free of tension, stress, or wrinkles. Fold or cut the geotextile to conform to curves. Overlap in the direction of construction. Overlap the geotextile a minimum of (2) feet at the ends and sides of adjoining sheets, or sew the geotextile joints according to manufacturer's recommendations. Do not place longitudinal overlaps below anticipated wheel loads. Hold the geotextile in place with pins, staples, or piles of cover material.

1309 - End-dump the cover material onto the geotextile from the edge of the geotextile or from previously placed cover material. Do not operate equipment directly on the geotextile. Spread the end-dumped pile of cover material maintaining a minimum lift thickness of (4) inches. Compact the cover material with rubber-

tired or non-vibratory smooth drum rollers. Avoid sudden stops, starts, or turns of the construction equipment. Fill all ruts from construction equipment with additional cover material. Do not re-grade ruts with placement equipment.

1310 - Repair or replace all geotextile that is torn, punctured, or muddy. Remove the damaged area and place a patch of the same type of geotextile overlapping 3 feet beyond the damaged area.

1311 - Geotextile material used for subgrade (reinforcement) (or) (material separation) shall meet the following requirements:

TABLE 1311a
Physical Requirements for Separation Geotextile

Property	Test Method ASTM	Units	Specifications[1]		
			Type II-A	Type II-B	Type II-C
Grab strength	D 4632	N	1400/900	1100/700	800/500
Sewn seam strength	D 4632	N	1260/810	990/630	720/450
Tear strength	D 4533	N	500/350	400[3]/250	300/180
Puncture strength	D 4833	N	500/350	400/250	300/180
Burst strength	D 3786	kPa	3500/1700	2700/1300	2100/950
Permittivity	D 4491	s^{-1}	0.02	0.02	0.02
Apparent opening size	D 4751	mm	0.60[2]	0.60[2]	0.60[2]
Ultraviolet stability	D 4355	%	50% after 500 hours of exposure		

(1) The first values in a column apply to geotextiles that break at < 50 percent elongation (ASTM D 4632). The second values in a column apply to geotextiles that break at ≥ 50 percent elongation (ASTM D 4632).
(2) Maximum average roll value.
(3) The minimum average tear strength for woven monofilament geotextile is 245 N.

TABLE 1311b
Physical Requirements for Stabilization Geotextile

Property	Test Method ASTM	Units	Specifications[1]	
			Type III-A	Type III-B
Grab strength	D 4632	N	1400/900	1100/700
Sewn seam strength	D 4632	N	1260/810	990/630
Tear strength	D 4533	N	500/350	400[3]/250
Puncture strength	D 4833	N	500/350	400/250
Burst strength	D 3786	kPa	3500/1700	2700/1300
Permittivity	D 4491	s^{-1}	0.43	0.43
Apparent opening size	D 4751	mm	0.60[2]	0.60[2]
Ultraviolet stability	D 4355	%	50% after 500 hours of exposure	

(1) The first values in a column apply to geotextiles that break at < 50 percent elongation (ASTM D 4632). The second values in a column apply to geotextiles that break at ≥ 50 percent elongation (ASTM D 4632).
(2) Maximum average roll value.
(3) The minimum average tear strength for woven monofilament geotextile is 245 N.

1312 - Where geotextile material is specified as filter wrap for underdrains it shall be inert to commonly encountered chemicals, mildew and rot resistant, resistant to ultraviolet light exposure, and insect and rodent resistant.

1313 - Trenches for underdrains shall be excavated to the dimensions and grades shown on the plans and adjusted to meet field conditions. Smooth the trench surfaces by removing all projections that may damage the geotextile. Minimum slope of trenches shall be one percent. The Authorized Officer shall have a minimum of (____) (hour)(s) (or) (day)(s) notice in which to approve trenches prior to installation of the geotextile material, pipe, drain rock, or other backfill.

1314 - Geotextile material used as a filter shall be placed in a manner and at the locations shown on the plans. Place the long dimension of the geotextile parallel to the centerline of the trench. Position the geotextile, without stretching, in contact with the trench surface. Overlap the joints a minimum of 24 inches with the upstream geotextile placed over the downstream geotextile. Replace geotextile damaged during installation.

1315 - Geotextile materials used for subsurface drainage shall meet the following requirements:

TABLE 1315

Physical Requirements for Subsurface Drainage Geotextile

Property	Test Method ASTM	Units	Specifications[1]					
			Type I-A	Type I-B	Type I-C	Type I-D	Type-I-E	Type I-F
Grab strength	D 4632	N	1100/700	1100/700	1100/700	800/500	800/500	800/500
Sewn seam strength	D 4632	N	990/630	990/630	990/630	720/450	720/450	720/450
Tear strength	D 4533	N	400[3]/250	400[3]/250	400[3]/250	300/175	300/175	300/175
Puncture strength	D 4833	N	400/250	400/250	400/250	300/175	300/175	300/175
Burst strength	D 3786	kPa	2750/1350	2750/1350	2750/1350	2100/950	2100/950	2100/950
Permittivity	D 4491	s^{-1}	0.5	0.2	0.1	0.5	0.2	0.1
Apparent opening size	D 4751	mm	0.43[2]	0.25[2]	0.22[2]	0.43[2]	0.25[2]	0.22[2]
Ultraviolet stability	D 4355	%	50% after 500 hours of exposure					

(1) The first values in a column apply to geotextiles that break at < 50 percent elongation (ASTM D 4632). The second values in a column apply to geotextiles that break at ≥ 50 percent elongation (ASTM D 4632).
(2) Maximum average roll value.
(3) The minimum average tear strength for woven monofilament geotextile is 245 N.

SLOPE PROTECTION - 1400

*1401 - This work shall consist of (furnishing) (,) (hauling) (,) and placing stone materials for (slope protection structures) (and) (rock blankets) in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross-sections shown on the plans. (Material not conforming to these specifications will be rejected and shall be removed from the slope protection structure at the purchaser's expense) (and) (as directed by the Authorized Officer).

*1402 - Stone material shall consist of (hard angular quarry rock) (blasted rock and coarse stone from roadway excavation) of such quality that it will not disintegrate on exposure to water or weathering, and shall be graded in accordance with these specifications.

NOTE: Guide for relation between volume, size and weight. (175 lbs./cu./ft.):

Volume/ Cubic Foot	*Average Dimension in inches*	*Approximate Weight in Pounds*
12	*27.5 x 27.5 x 27.5*	*2100*
6	*21.8 x 21.8 x 21.8*	*1050*
4	*19.1 x 19.1 x 19.1*	*700*
3	*17.3 x 17.3 x 17.3*	*525*
1	*12.0 x 12.0 x 12.0*	*175*
2/3	*10.5 x 12.0 x 12.0*	*120*
½	*9.5 x 9.5 x 9.5*	*88*
1/3	*8.3 x 8.3 x 8.3*	*60*
¼	*7.6 x 7.6 x 7.6*	*44*
1/6	*6.6 x 6.6 x 6.6*	*30*
1/8	*6.0 x 6.0 x 6.0*	*22*
1/100	*2.6 x 2.6 x 2.6*	*2*

1403 - Individual (machine-placed) (end-dumped) stones shall vary in weight from (_____) to (_____) pounds each. Not less than 25 percent of the individual stones shall weigh from (_____) to (_____) pounds each.

1404 - The material shall be well graded from the smallest to the maximum size specified. Stones smaller than the specified 10 percent size shall consist of spalls and fine rock fragments so distributed as to provide a stable compact mass.

1405 - Rip rap shall conform to the following gradations:

TABLE 1405

Class	Approx. Cubic Dimension (inches)	Sphere Diameter (inches)	% of Total Volume Smaller than Size of Stone
1	6-8	8	100
	5-6	6	80
	2-5	6	50
	0-2	2	10
2	8-10	12	100
	6-8	8	80
	3-6	6	50
	0-3	4	10
3	14-16	21	100
	10-14	18	80
	5-10	12	50
	0-5	6	10
4	18-20	24	100
	14-18	22	80
	6-14	18	50
	0-6	8	10

5	26-28	36	100
	20-26	32	80
	8-20	25	50
	0-8	10	10
6	28-34	42	100
	22-28	34	80
	10-22	27	50
	0-10	12	10

*Rocks smaller than six inches in diameter are not counted.

Note: *Sphere Diameter needs is defined as the "maximum straight distance through the individual rock material;" sphere diameter in the riprap context is not directly applicable since riprap is normally angular.*

1405a - Stone materials shall show a durability value of not less than 50 as determined by AASHTO T 210.

1405b Stone materials shall conform to a minimum apparent specific gravity of 2.50 and a maximum absorption of 4.2 percent as determined by AASHTO T 85.

1406 - The placement of slope protection stones by the end dumping method shall be conducted to prevent the stones from escaping beyond the embankment toe.

1406a - The embankment shall be placed in successive horizontal layers of sufficient depth to contain the maximum size rock present in the material. Spalls and finer fragments of stone other than specified in Subsection 1405 shall be used to chock the larger stones solidly in position and to fill voids between the major stones as laid in the embankment. The exposed face of the embankment shall be reasonably smooth and uniform; material shall be prevented from escaping beyond the toe of the structure.

1406b - Spaces in back of hand-laid embankment shall be filled with hand-tamped or rammed rock-spall material.

*1407 - Determination of the acceptability of the slope protection material gradation will be through (visual inspection) (,) (and) (physical measurements) by the Authorized Officer.

1408 - Trenches for slope protection structures shall be excavated to the lines, elevations, and typical diagram shown on the plans. They shall be of sufficient size to permit the placing of structure footing of the full widths and length shown. Trenches shall be approved by the Authorized Officer prior to placement of slope protection material.

1408a - Foundation trenches and other required excavation as shown on the plans shall be approved prior to placing the slope protection material.

1408b - The Purchaser shall excavate unsuitable roadway material as shown on the plans or directed by the Authorized Officer prior to the placement of the required rock blanket or structure at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

1409 - Slope protection material shall be placed so as to form the cross sections shown on the plans. The face of the slope protection structure above the low-water line shall be uniform, free from humps, depressions, or large cavities.

1410 - The embankment slopes at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

shall be protected (and) (or) stabilized by placement of rock materials to form a slope-protection structure conforming to the construction requirements and details of these specifications.

1411 - Slope protection materials shall be placed on geotextile material conforming with requirements of Section 1300 for material separation and geotextile material repair.

QUARRY AND BORROW PIT DEVELOPMENT - 1600

*1601 - This work shall consist of (quarry) (and) (borrow pit) (development) (and) (rehabilitation) in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.

*1602 - The designated (rock quarry) (and) (borrow pit) (site is) (sites are) located at the following location(s):

Willamette Meridian			
Subdivision	Sec.	T.	R.

shall be developed and mined in strict accordance with these specifications and the mining and reclamation plan shown on the plans. (The Purchaser shall perform reclamation work in accordance with the requirements of Subsection 1617, as shown on the plans, and as directed by the Authorized Officer).

1602a - The (designated) (rock quarry) (and) (borrow pit) (site is) (sites are) located on non-BLM lands at the following location(s):

Willamette Meridian			Permit	
Sec.	T.	R.	Name	No.

Use of sites on non-BLM ownership are subject to the terms and conditions of Rock Permits, and regulations as administered by the State of Oregon Department of Geology and Mineral Industries (DOGAMI) which may include, but are not

limited to, the following requirements: payment of a royalty fee, obtaining liability insurance and performance bond, and compliance with (rock quarry) (and) (borrow pit) site (development) (and) (reclamation) plan(s).

*1603 - If the Purchaser elects to use a rock source other than the designated source, the rock material produced shall comply with applicable sections of these specifications. If the alternate source is located on BLM ownership and a current BLM plan is not available, a development, mining, and reclamation plan shall be prepared by the Purchaser, and submitted for approval by the Authorized Officer. Development, mining and reclamation work shall be in accordance with the approved plan (and 1600 specifications).

*1604 - If the designated source proves insufficient as to quantity and quality of the required rock material, the Purchaser shall, when ordered in writing by the Authorized Officer, move his operation to an alternate materials source (as shown on the plans) (and)(as)(selected by the Authorized Officer). (Development) (,) (and) (extraction) (,) (and) (reclamation) work on the alternate source shall be in accordance with the mining (and reclamation) plan(s) (prepared by the BLM). An equitable adjustment will be made in the contract price.

1605 - Quarry access roads to designated or approved rock sources located on (public lands)(private lands under permit) shall be constructed in accordance with the typical cross section and at the locations shown on the development (,) mining (and) (reclamation) plan(s). Required road construction work, except surfacing, shall be approved by the Authorized Officer prior to the removal of road-embankment and/or surfacing materials.

1605a - Quarry access roads to the designated or approved rock sources located on (public land) (private lands under permit) shall be constructed to the minimum necessary for rock hauling operations, with adequate drainage facilities to minimize channeling and soil erosion. Required road construction, except surfacing, shall be completed prior to the removal of road embankment or surfacing materials.

1605b - Quarry access roads to the designated or approved rock sources located on public land shall be surfaced with (___) inches, compacted depth, of (pitrun rock material conforming to requirements of Section 700) (grid-rolled material conforming to requirements of Section 800) (screened-rock material conforming to requirements of Section 900) (crushed rock material conforming to requirements of Section (1200), Gradation (___)).

1605c - The operation of equipment related to the production of rock aggregate and quarry operations shall be confined to the quarry operations area and to the designated tractor trails as shown on the plans.

1606 - Prior to removal of overburden from the quarry site, topsoil shall be removed and stockpiled. Stockpiles shall not be covered by overburden or waste materials and

will be readily accessible for final backfilling and grading. The location of stockpile sites shall be shown on the mining (and reclamation) plan(s). (Topsoil stockpiles shall be (seeded) (and) (mulched) to minimize erosion).

Note: - *Any topsoil that will be stored into the rainy season or for "an extended period of time" without being incorporated into reclamation needs to be seeded and mulched.*

1607 - Slash, stumps, logs, and other organic debris from quarry operations shall be piled and burned in accordance with the requirements of Subsection (207) (,) (and) (207a) (,) (and) (207b).

1607a - Slash, stumps, logs, and other organic debris shall be buried (at the location(s) shown on the plans) in the floor of the existing quarry and covered with a minimum of (____) feet of (soil as directed by the Authorized Officer)(top soil as directed by the Authorized Officer).

1607b - Slash, stumps, logs, and other organic debris shall be (piled) (windrowed) (in the location shown on the plans) (so that it can be returned to the quarry floor at the termination of operations) (as directed by the Authorized Officer).

1608 - Overburden or reject material which does not conform to the requirements of Subsections (1005 and 1006) (1205) (1206) (shall be wasted as shown on the plans) (shall be stockpiled and used or reclamation backfill).

1609 - Overburden, trees, stumps, logs, and loose rock shall be removed back from the edge of working quarry faces for a minimum distance of (10) feet.

NOTE: *10 feet is a minimum and probably will be greater for most sites-25 feet. Given the potential for tree topple, loose rock, etc., a larger barrier is preferred. This pull-back distance should also apply to shot drilling at the top of the face.*

1609a - Overburden and/or reject material shall be removed back from the upper edge of the quarry for a distance equal to one-half of the working face or a minimum of 15 feet whichever is greater. (Overburden shall be sloped no steeper than 1 to 1).

1609b - Overburden and reject mineral material shall be placed as a "screening berm" between the road and the quarry (as shown on the plans) (and) (as directed by the Authorized Officer).

1609c - Overburden and reject material shall be (graded level over the quarry floor) (graded level to construct a plant site) (piled in orderly piles) (placed at the disposal site(s) shown on the plans) (or) (as directed by the Authorized Officer).

1610 - Waste disposal sites shall be selected and prepared to minimize erosion and establish conditions conducive to vegetative growth. (Disposal areas shall be (seeded) (,) (and) (fertilized) (,) (and) (mulched) in accordance with the requirements set forth in Section 1800 of these specifications.)

*1611 - The Purchaser shall notify the Authorized Officer (in writing) at least (2) days prior to commencing quarry operations.

1611a - The Purchaser shall not commence production drilling or crushing until the Authorized Officer has inspected and approved the site development (in writing).

*1612 - The Purchaser shall notify MSHA (Mining Safety and Health Administration) by standard form or telephone, and in accordance with part 56, Chapter 1 of Title 30 Code of Federal Regulations (CFR), of what date he intends to commence, terminate, and/or temporarily close down operations of the (pit) (quarry) (ID No.). Notice shall be submitted a minimum of 10 days prior to the proposed date of the action to be taken. Notification shall be submitted to:

Mining Safety and Health Administration
Albany, OR 97321
or
Mining Safety and Health Administration
Bellevue, WA 98004

The Purchaser shall also prepare and submit to MSHA the quarterly Employment Report and Injury and Illness Report for the mining operation.

*1613 - The Purchaser shall comply with local and State Safety Codes covering quarrying operations, warning signs, seismic monitoring, and traffic control. All quarrying operations will be conducted by appropriately licensed personnel; i.e., blasting and powder handler's license, etc.

1613a - The Purchaser shall submit a written blasting plan or modification of the plan to the Authorized Officer for the ( ) Quarry, 3 working days prior to the start of drilling. The plan shall include: a) plan view of delay pattern; b) cross section of a typical loaded hole; c) types of explosives; d) powder factor; e) burden spacing, hole diameter, depth of holes, and depth of subdrill; and f) number of lifts. Acceptance of the blasting plan does not relieve the Purchaser of the liability or responsibility for the results of the blasting.

NOTE: *If the BLM chooses to require acceptance by the Authorized Officer, care should be taken that BLM personnel reviewing such plans have the necessary expertise to form a judgment as to the plans' sufficiency. It should be recognized that BLM acceptance of a drilling and blasting plan could increase the legal exposure of the Bureau should it be proven that the plan is inadequate and that such inadequacy resulted in damage to others.*

1613b - Controlled blasting techniques shall be employed during production blasting to contain blasted rock. (The quarry shall be shot in multiple lifts with no more than one-half of the total volume shot per lift).

NOTE: Use 1613b for new development on steep ground where there is a chance of losing rock below the road or near a stream.

1613c - The Purchaser shall submit to the Authorized Officer a blasting log showing "as built" data and a brief summary of the blasting results, within 10 days after blasting.

1614 - Rock materials extracted from the quarry walls shall be utilized or disposed of as shown on the plans. Secondary blasting or other methods shall be employed to reduce (50) percent of the quarried rock to a maximum (24) inches in any dimension.

NOTE: Some oversize material may be planned to utilize for stream enhancements, road closures, riprap, etc.

1614a - Existing (and oversized) rock on the quarry floor shall be utilized before drilling and shooting new rock. (Oversized boulders shall not be wasted but shall be broken and utilized concurrent with acceptable material).

1615 - Operations on the quarry site shall be so conducted that, both during and after completion of work, erosion will be minimized and sediment will not enter streams or other bodies of water. Waste or disposal areas and quarry access roads shall be located, constructed, and maintained in a manner that will prevent sediment from entering live streams or other bodies of water. Noncombustible debris and silt-laden water material resulting from the quarry operations shall be placed in such waste or disposal areas as (shown on the plans) (and) (directed by the Authorized Officer).

1616 - Upon completion of quarrying operations, overburden and waste materials shall be disposed of in accordance with requirements of the approved reclamation plan or in a manner approved in writing by the Authorized Officer.

1616a - Excavation retained for impoundment of water shall be shaped to provide safe access to water for persons, livestock, and wildlife, as (shown on the plans) (and) (directed by the Authorized Officer).

1617 - Upon completion of quarrying operations, required site reclamation measures shall be performed to the satisfaction of the Authorized Officer, including but not limited to the following:

(a) (Permanently seal or fill unused drill holes as directed by the Authorized Officer. Follow State of Oregon Department of Water Resources guidelines and requirements.)

(b) (Backfill pits and excavations with overburden and waste as directed by the Authorized Officer).
(c) (Grade backfill material to the natural contour or desired landforms as directed by the Authorized Officer).
(d) (Cover backfill material with previously stockpiled topsoil, performing final grading so as to produce a surface favorable to revegetation).
(e) (Backfilled areas shall be (seeded) (,) (and) (fertilized) (,) (and) (mulched) in accordance with the requirements set forth in Section 1800 of these specifications).
(f) (Quarry access roads shall be scarified, then seeded or planted, as directed by the Authorized Officer).
(g) (Construct waterbars and take other erosion control measures as directed by the Authorized Officer).
(h) (Remove blockages from drainage systems, streams, and waterways, and restore streams and waterways to their original courses. Follow State of Oregon guidelines and requirements.)
(i) (Erect barricades on quarry access roads as directed by the Authorized Officer).
(j) (Complete required site-reclamation measures within 14 days after final cessation of quarrying operations).
(k) (Clear quarry benches and scale wall of loose or dislodged shot material and move to a designated location (within the quarry).

1618 - The Purchaser shall establish and be responsible for controlled pre-splitting and production blasting techniques and shall furnish the Authorized Officer, prior to starting drilling operations on a test section, a pre-splitting and production blasting plan specifying drill hole diameter, drill hole spacing, depth of drilling, type of explosives to be used, loading pattern, sequence of firing, the location where the plan is to be used, and other relevant data. The pre-splitting and production drilling and blasting plan is for record purposes only and will not absolve the Purchaser of his responsibility for using proper drilling and blasting procedures.

1619 - Rock excavating using controlled blasting shall begin with a short test section of a length approved by the Authorized Officer. The test section shall be pre-split, production drilled, and blasted, and sufficient material excavated whereby the Authorized Officer can determine if the Purchaser proposed methods will produce satisfactory results and slope within the following tolerances:
A pre-split slope shall not deviate more than 6 inches from the front of the staked line nor more than 12 inches from the back of the staked slope line and shall be reasonably free of loose rock. Localized irregularities or surface variations outside the slope tolerances will be permitted, provided they do not constitute a safety hazard or an impairment to drainage courses or facilities.

1620 - Whenever the Purchaser's controlled blasting methods do not produce acceptable results, the Authorized Officer may require the Purchase to furnish a revised pre-

splitting and production blasting plan to construct additional test sections prior to resuming full scale production.

1621 - Pre-split slopes constructed within the specified slope tolerance will be considered acceptably completed if in reasonably close conformity to the staked lines and slopes.

NOTE: Subsections 1622 to 1632 may be used in place of, or to supplement, Subsections 1618 to 1621 if district is capable of establishing and supervising direct pre-splitting requirements.

1622 - This work shall consist of pre-splitting designated sections of the quarry walls by drilling a line of holes to conform to the desired line of breaks and firing these before the main body of the blast.

1623 - The Authorized Officer may require pre-splitting tests of limited sample areas having varying slope and rock conditions prior to use of this blasting method within the main quarry limits.

1624 - Pre-splitting of quarry faces specified in the approved development and reclamation plan for the quarry site shall conform to the requirements of these specifications.

1625 - Drill holes for pre-splitting shall be parallel to the required back slope and shall have a spacing of (____) inches center to center. Primary blasting drill holes shall be drilled not less than (____) feet from the pre-split face.

1626 - Drill holes for pre-splitting shall be spaced (____) feet center-to-center if the diameter of the drill hole is (____) inches.

1627 - Drill holes for pre-splitting shall be (____) times the diameter of the explosive cartridge to be used.

1628 - Drill holes for pre-splitting shall be stemmed with (coarse sand) (gravel having a maximum size of (___) inches) (other material). The depth of the stemming shall not exceed (___) the depth of the drill.

Stemming may be required by the Authorized Officer between each explosive charge in areas where the rock contains open seams, joints, or faults.

1629 - Drill holes for pre-splitting shall be (vertical) (at an angle of (____) degrees with the horizontal) (and) (to full depth of the lift) (to a depth of (___) feet), as shown on the plans.

1630 - Explosives placed in the drill holes for pre-splitting shall be distributed so that (___) percent of the hole is evenly loaded.

1631 - Explosive charges for pre-splitting shall not exceed (____) pounds of (____) percent gelatin dynamite per linear foot of drill hole depth. (An additional charge of (____) pounds of (___) percent gelatin dynamite shall be concentrated at the bottom of each drill hole).

1632 - Pre-splitting charges shall be detonated using a (_____) delay system.

EROSION CONTROL - 1700

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

1702 - The Purchaser shall construct (a) (the) (dike(s)) (,) (and) (dam(s)) (,) (and) (diversion channel(s)) (,) (and) (settling basin(s)) (and) (other erosion control structure(s)) located outside of the road right-of-way in accordance with the requirements and details (shown on the plans) (and) (as directed by the Authorized Officer).

1703 - This work shall consist of (furnishing and) installing (brush barrier(s) or sediment fence(s)) in accordance with these specifications and in reasonably close conformity with the lines and grades (shown on the plans) (and) (as directed by the Authorized Officer).

1704 - The erosion control provisions specified under this Subsection shall be coordinated with the (Soil Stabilization requirement(s) of Section 1800) (and the) (Geotextile requirement of Section 1300).

1705 - The surface area of erodible earth material exposed at any one time by clearing and grubbing shall not exceed (_____) square feet (after (September 15)) without prior approval by the Authorized Officer.

1706 - The surface area of erodible earth material exposed at one time by excavation, borrow, or fill within the right-of-way shall not exceed (_____) square feet (after (September 15) without prior approval by the Authorized Officer.

1706a - The Purchaser shall perform, during the same construction season, erosion control measures specified on sheet (___) of the plans, on all exposed excavation, borrow, and embankment areas (including a protective lift of surfacing aggregate on unsurfaced roadways).

1707 - Completed and partially completed segments of (the) road(s) at the following location(s):

Road No.	From Sta./M.P.	To Sta./M.P.

carried over the winter and early spring periods shall be stabilized by (seeding) (,) (and) (fertilizing) (,) (and) (mulching) (in accordance with Section 1800) (exposed areas at the rate of _____ pounds per (square foot) (acre)) (and seeded with (_____) applied at the rate of (_____) pounds per (acre) (1000 square feet).

1708 - Newly constructed (or graded) roads to be carried over the winter period, shall be blocked to vehicular traffic (and a protective lift of aggregate furnished under Section(s) (700) (,) (and) (900) (,) (and) (1000) (,) (and) (1200)) (shall be placed on the unsurfaced roadbed as directed by the Authorized Officer).

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

1709 - The ditch on road(s) shown below shall be shaped and lined with aggregate furnished under Section(s) (700) (,) (and) (900) (,) (and) (1000) (,) (and) (1100) (,) (and) (1200) in accordance with the cross section and details shown on the plans and as directed by the Authorized Officer.

Road No.	From Sta./M.P.	To Sta./M.P.

1710 - The ditch on road(s) shown below shall be shaped and lined with aggregate furnished under Section(s) (700) (,) (and) (900) (,) (and) (1000) (,) (and) (1100) (,) (and) (1200) whenever the grade exceeds (____) percent, in accordance with

the cross-section and details shown on the plans and as directed by the Authorized Officer.

Road No.	From Sta./M.P.	To Sta./M.P.

1711 - The Purchaser shall construct (sedimentation pools) (,) (and) (temporary berms) (,) (and) (flexible downdrains) (,) (and) (toe of slope ditches) (,) (and) (brush barriers) (,) (and) (sediment and check dams) (,) (and) (catch basins) (,) (and) (energy dissipators for pipe culverts) (,) (and) (diversion channels) (conforming to the requirements and details shown) (on the respective exhibits) (and) (on the plans).

1712 - Where shown on the plans, the Purchaser shall provide erosion control measures for newly constructed ditches on steep grades which include but is not limited to, dumped stone, jute mesh, sod, check dams consisting of hay bales, and earth or stone. Width of protective lining or dam should extend far enough up the ditch slopes to effectively contain the runoff and prevent erosion and washout at the edges and prevent sediment from reaching live water.

1713 - Where newly constructed logging spur roads join with existing surfaced roads, the Purchaser shall construct a sag in the spur road profile and install (a culvert) (culverts) and (a settling basin) (settling basins) in accordance with the requirements and details as (shown on the plans) (and) (directed by the Authorized Officer).

SOIL STABILIZATION – 1800

NOTE: The Authorized Officer should work with the appropriate resource specialist (botanist, native plant coordinator, etc.) in advance of projects to ensure that all soil stabilization materials are available.

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

*1802 - Soil stabilization work consisting of (seeding) (,) (planting) (,) (fertilizing) (,) and (mulching) shall be performed on existing road(s) and designated locations in (accordance with these specifications) (and) (as shown on the plans) at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.

1802a - Soil stabilization work consisting of (seeding) (,) (planting) (,) (fertilizing) (,) and (mulching) shall be performed on (new road construction) (,) (and) (road renovation) (,) (and) (improvements) (,) (and) (landings) (,) (and) (disturbed areas) (,) (and) (borrow sites) (,) (and) (disposal sites) (,) (and) (specials areas) in accordance with these specifications and as shown on the plans.

1803 - Soil stabilization work as specified under Subsection(s) (1802) (and) (1802a) shall be performed during the following seasonal periods:

From: ( )	To: ( )
From: ( )	To: ( )

(If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas (in accordance with Subsection 1707) and then complete the requirements of Section 1800 the next construction season). The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

1803a - The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.

1804 - The BLM shall provide native grass/forb seed or other plant materials (plugs, waddles, bulbs, etc.) for this project. If BLM is unable to provide native seed or other plant materials, the Purchaser shall furnish the following species of grass/forb seed or other plant materials.

All seed provided must meet corresponding germination, purity, and weed-content requirements:

Species	Germination Min. %	Purity Min. %	Weed Content Max. %

The Purchaser shall furnish the Authorized Officer a Seed Test Result for the mix from a certified seed testing lab (Oregon State University), Crop Certification Service, which shall include: date of test; lot number of each kind of seed; and results of tests as to name, percentages of purity and of germination, weed species and percentage of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last (__) years to be accepted for use on this contract.

The Purchaser shall provide (in writing) that the seed mixture(s) (is) (are) free of noxious weed species.

1805 - The Purchaser shall mix and sack grass seed specified under Subsection 1804 in the following proportions:

Seed Mixture "A":

Species	% of Total by Weight	Lbs. per Acre
Totals	100	

(Seed Mixture "B":)

Species	% of Total by Weight	Lbs. per Acre

Totals	100	

1805a - The Purchaser shall provide (in writing) compliance with seed mixture(s) requirements specified under Subsection 1805. Seed weight and seed mixture type shall be shown on the tag attached to each sack.

1805b - Seed shall be sacked in quantities proportional to the capacity of the Purchaser's slurry tank and the required rate of application as specified under Subsection 1811.

1806 - The Purchaser shall apply the seed mixtures specified under Subsection 1805 to the corresponding seeding projects as shown on the plans and listed below:

Name of Project	Acreage	Seed Mixture	Application Method
			1815(a)(b)
			1815(a)(b)
			1815(a)(b)
			1815(a)(b)

NOTE: Columns 2, 3, and 4 above are optional.

1806a - Additional soil stabilization work consisting of (seeding) (,) (and) (planting) (,) (and) (fertilizing) (,) (and) (mulching), may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.

1807 - Fertilizer shall be a standard commercial grade of fertilizer conforming (to all State and Federal regulations) (,) (and) (to Interim Federal Specification 0-5-241C, Amendment No. 1) (,) (and) to the standards of the Association of Official Agricultural Chemists. Fertilizer furnished shall provide the minimum percentage of available nutrients as specified below:

Available nitrogen	(16) %
Available phosphoric acid	(20) %
Potassium	(0) %
( )	( )%
( )	( )%

The Authorized Officer will take what samples he deems 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.

1808 - Mulch materials conforming to the requirements of Subsection(s) (1808a) (,) (and) (1808b) (,) (and) (1808c) shall be furnished by the Purchaser (in the amounts specified under Subsection (1811) (and) (1813)) and applied in accordance with Subsection 1812.

1808a - Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.

1808b - Wood cellulose fiber shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The homogeneous slurry or mixture shall be capable of application with power spray equipment. A green-colored dye which is non-injurious to plant growth shall be used. Processed wood cellulose fiber shall be packaged in new, labeled containers in an air dry condition.

The Purchaser shall furnish a sample and descriptive literature to the Authorized Officer for approval prior to application. Processed wood cellulose fiber furnished by the Purchaser which has become wet or otherwise damaged in transit or storage will not be accepted.

1808c - Wood chips shall be 1/8-inch nominal thickness, with 50 percent having an area of not less than 1 square inch, nor more than 6 square inches. Wood chip mulch

material shall be free from leaves, twigs, shavings, bark, or materials injurious to plant growth.

1809 - Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.

1810 - Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.

1811 - The Purchaser shall furnish and apply to approximately (_____) acres designated for treatment as shown on the plans (and as specified under Subsections(s) (1802) (and) (1806)), a mixture of (water) (,) (and) (grass and legume seed) (,) (and) (grass seed) (,) (and) (fertilizer) (,) (and) (mulch) material at the following rate of application:

a. Single Stage:

Water	(3,000) gals./acre
Grass Seed	( ) lbs./acre
Fertilizer	( ) lbs./acre
Mulch	( ) lbs./acre

b. Two Stage:

Water	(3,000) gals./acre
Grass & Legume Seed	( ) lbs./acre
Fertilizer	( ) lbs./acre
Mulch	( ) lbs./acre

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

1812 - The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans (and as specified under Subsection(s)) (1802) (and) (1806), a mixture of (water) (,) (and) (grass seed) (,) (and) (fertilizer) (,) (and) (mulch), material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.

(Mulches shall be spread/placed in treatment areas to a depth of (2) inches to allow seed germination or as directed by the Authorized Officer. Treatment area will be covered evenly and completely. Mulch can be broadcast onto the soil surface by hand or with hand/mechanical operated spreaders.)

1813 - The Purchaser shall furnish and apply to the area designated for special treatment as shown on the plans (and specified under Subsection(s) (1802) (and) (1806)), a mixture of water containing (_____) percent by volume of nontoxic type hydromulch tackifier and wood cellulose fiber in the following amounts:

Hyrdromulch tackifier	( ) gals.
Wood Cellulose Fiber	( ) lbs.

Rate of application of the mixture required above shall be (____) gallons per acre.

NOTE: Specific application procedures would be assessed on a site specific basis depending on project objectives for fertilization, erosion control and/or native seed/plant establishment.

1814 - The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.

1815 - The (seed) (,) (and) (fertilizer) (,) (and) (mulch) materials shall be placed by the (hydraulic method in accordance with the requirements set forth in Subsection 1815a) (dry method in accordance with the requirements set forth in Subsection 1815b).

1815a - Hydraulic Method - The (seed) (,) (and) (fertilizer) (,) (and) (mulch) materials shall be mixed with water to form a slurry and then applied under pressure by hydroseeder. (Where only seed (,) (and) (fertilizer) (,) (and) are to be applied hydraulically, the mulch material (and tackifier), if specified, may be applied after the seeding operation).

When processed wood cellulose or fiber mulch material is to be incorporated as an integral part of the slurry mix, it shall be added after the seed and fertilizer have been thoroughly mixed.

1815b - 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 1811).)

1816 - Hydraulic equipment used for the application of slurry shall meet the following requirements:

The equipment shall have a built-in agitation system. The slurry distribution lines shall be large enough to prevent stoppage. Discharge line shall be equipped with a set of hydraulic spray nozzles which will provide even distribution of the slurry

on the various slopes to be treated. The slurry tank shall have a minimum operation capacity of 1300 gallons and shall be mounted on a traveling unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be treated so as to provide uniform distribution without waste. Lug-or track-type units are not authorized. The hydroseeder must be capable of spraying the slurry a minimum distance of 100 feet. The nozzle, mounted on a stand, must be capable of traversing 360 degrees on a horizontal plane and a minimum of 70 degrees on a vertical plane.

All equipment and tanks (internally and externally) shall be cleaned before entering BLM lands. Tanks shall be cleaned prior to mixing BLM seed mixes to avoid application of unwanted plant species.

1816a - Hydromulch slurry mixing shall be with water and seed first, followed by fertilizer, and finally fiber. The time between mixing and application shall not exceed 1 hour.

1816b - Hydroseeding shall be performed in two steps. Water, seed and fertilizer as specified in Subsection 1811, shall be mixed with a wood fiber tracer and applied to the area specified. The second step shall include the application of water and processed wood fiber, also specified in Subsection 1811, to be applied on the same area within an hour.

1817 - At the beginning of each day's operation, a measured area will be (seeded) (,) (and) (fertilized) (,) (and) (mulched) to assure uniform application.

1818 - The maximum distance to be (seeded) (,) (and) (fertilized) (,) (and) (mulched) from the road centerline shall be (100) feet for the cut slopes and (150) feet for the fill slopes.

1819 - The Purchaser shall notify the Authorized Officer at least (3) days in advance of date he intends to commence the specified soil stabilization work.

1820 - When sprayed, the mix or slurry must overlap on the ground uniformly so that there will be no voids in the treated areas.

1821 - Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.

1822 - No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.

1823 - Mix or slurry will not be applied above the upper edge of cut banks unless otherwise specified.

1824 - 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.

CATTLE GUARDS AND BYPASS GATES - 1900

*1901 - This work shall consist of (furnishing), (hauling) (,) (installation) (,) (and) (construction of) (a) (cattleguard(s)), complete with foundation(s) (and) (bypass gate(s)) in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and as staked on the ground) at the following locations:

Road No.	Sta./M.P.

1902 - The Purchaser shall furnish and install steel cattleguard superstructures in accordance with Subsections (1902a) (,) (and) (1902b) (and) (1902c) and (as shown on the plans).

1902a - Cattleguard superstructures shall be constructed of structural steel conforming to ASTM A 36 specifications. Welds shall be secure and complete along both edges of cross pieces and at the frame joints, and shall conform to current specifications of the American Welding Society for Welded Highway and Railroad Bridges.

1902b - Cattleguard superstructures shall be given one shop coat of (a low VOC alkyd primer 2-3 mils dry) after fabrication is completed. Two field coats of (foliage green) (low VOC alkyd 2-3 mils dry paint enamel) shall be applied upon completion of fabrication.

1902c - The Purchaser (may) (shall) furnish, (in lieu of Subsection 1902,) commercial cattleguard superstructures, providing such structures are designed for and will support (H20) (U54) (U80) loading, and are of steel and welded construction, and are the nominal overall dimensions shown on (the plans).

1902d - Replaced cattleguard grids, foundations, by-pass gates and end wings shall be disposed of as directed by the Authorized Officer.

1903 - The Purchaser shall construct (timber) (concrete) (precast concrete) cattleguard substructures conforming to the requirements and details shown on the plans, in accordance with these specifications (, and as staked on the ground).

1903a - Lumber used in the construction of timber substructures shall be Douglas-fir number 1 or better. Lumber shall conform to AASHTO M 168 and be pressure treated.

Incise all wood and make all dimensional cuts and holes in the wood before pressure treatment with (Chromated copper arsenate) according to AASHTO M 133.

1903b - Concrete construction of cattleguard substructures shall conform to the requirements of section 2400, Concrete Structures, of these specifications.

1904 - The cattleguard structure shall be constructed at right angles to the roadway.

1905 - Excavation for cattleguard substructures shall be to the lines, grades, and dimensions shown on the plans.

1906 - Where subsurface solid rock is encountered, it shall be excavated (6) inches below final grade and backfilled with a compactable granular material approved by the Authorized Officer to the lines, grades, and dimensions shown on the plans and shall be hand- or pneumatically-tamped to a uniform density satisfactory to the Authorized Officer.

1906a - When the foundation material is soft or otherwise unsuitable, it shall be removed (to a depth of (24) inches) and replaced with granular material that has been approved in writing by the Authorized Officer.

1907 - Cattleguard structures shall not be used for a minimum period of 21 days after placing of concrete has been completed.

1908 - Prior to casting any members for precast substructures, the Purchaser shall notify the Authorized Officer of plant location and availability of forms for inspection. Authorized Officer shall be allowed (24) hours in which to inspect forms, placement of reinforcing steel, and any other pertinent features of the precasting operation.

Precast units shall not be transported until flexural strength has reached a minimum strength of 500 psi, or until they have reached the age of (10) days, if flexural strength tests are not made.

Upon completion of installation, precast units shall be free of structural cracks, chipped and spalled edges, and honeycombing. Precast units shall be placed in an equalizing bed of sand or other granular material approved by the Authorized Officer at least (4) inches thick and conforming to the grades shown on the plans.

1909 - Backfill material shall be placed around the foundation to the finished grade shown on the plans. Backfill material shall be readily compactable soil or granular material free of excess moisture, muck, frozen materials, roots, sod, or other deleterious materials and devoid of rocks or stones larger than gravel size. The backfill shall be placed in layers not to exceed (6) inches in thickness. Each layer of backfill shall be hand or pneumatically tamped to a uniform density satisfactory to the Authorized Officer.

1910 - The cattleguard superstructure shall be securely fastened to the fence as shown on the plans. Where necessary, the locations and spacing of the anchor bolts shall be adjusted from that shown on the plans to fit the particular cattleguard furnished.

1911 - It shall be the responsibility of the Purchaser to modify the dimensions of the substructure to coincide with the dimensions of the commercial cattleguard furnished. This requirement especially refers to curb height. Tolerances shown on the plans shall be complied with in constructing the substructure for the type of cattleguard furnished.

1912 - Cattleguard structures shall be so constructed that the deck surface is (2) inches higher than the (finished roadbed) (profile grade).

1912a - The cattleguard structures located at the following locations shall be so constructed that the deck(s) (is) (are) (2) inches higher than finished (roadbed) (grade).

Road No.	Sta./M.P.

1912b - The cattleguard structures located at the following locations shall be so constructed that the deck(s) (is) (are) at the same grade as the existing surface.

Road No.	Sta./M.P.

1913 - Drainage for cattleguard bases shall be provided during and after construction. If necessary for adequate drainage, the Purchaser shall construct approach channels to the base-end openings as shown on the plans and as directed by the Authorized Officer.

1914 - Prior to the installation of the cattleguard superstructure, the interior area of the base shall be cleared of construction debris and excavated materials to the satisfaction of the Authorized Officer.

1915 - Bypass gates shall be provided in conjunction with cattleguard structures where shown on the plans. Gate materials and construction shall conform to the requirements and details shown on the plans.

ROADSIDE BRUSHING - 2100

*2101 - This work shall consist of the removal of vegetation from the road prism - variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.

*2102 - Roadside brushing (may) (shall) be performed (mechanically with self powered, self-propelled equipment) (and) (or) (manually with hand tools, including chain saws).

*2103 - Vegetation cut (manually) (and) (or) (mechanically) less than **(**6**)** inches in diameter (when measured 6 inches above the ground) (at D.B.H.O.B.) shall be cut to a maximum height of (2) inch(es) above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the (2) inch area will be severed from the trunk.

2103a - Vegetation shall be cut and removed from the road bed between the outside shoulder(s) and the ditch centerline and such vegetation shall be cut to a maximum height of (1) inch(es) 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) inch(es) in diameter (at D.B.H.O.B.) (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 (subgrade) (running surface) of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within (1) inch(es) 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 (subgrade) (running surface) shall be cut, to within (1) inch(es) of the trunk to produce a smooth vertical face.

2106 - Vegetative growth capable of growing (1) (foot) (feet) in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.

2107 - Inside curves shall be brushed out for a sight distance of (200) feet chord distance (and) (or) (a middle ordinate distance of (25) feet) (whichever is achieved first). Overhanging limbs and vegetation in excess of (1) (foot) (feet) in height, shall be cut within these areas.

2108 - Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.

2109 - Debris resulting from this operation shall be scattered 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.

2110 - Vegetation (6) inches and smaller in diameter shall be chipped. Chips shall be (scattered downslope from the roadway) (loaded and hauled to a designated disposal site). (Vegetation over (6) inches in diameter shall be disposed of by direction of the Authorized Officer.)

2111 - Vegetation cut in the following locations shall be loaded and hauled to the designated disposal site indicated on the plans.

Road Number	From Sta./M.P.	To Sta./M.P.

2112 - Roadside brushing shall be performed during the following seasonal periods:

From	To

2113 - Roadside brushing shall be completed by the following date: (_____).

2114 - Sections of roadway to have vegetation removed will be marked at start and stop points with (one piece each of white and red ribbon) (red-topped painted stakes) (metal tags).

2115 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within (400) feet of the immediate operating area.

2116 - Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

BITUMINOUS SURFACE TREATMENT - 2200

Note: Due to variations in costs, use current costs from local sources for estimates under this section

*2201 - This work shall consist of furnishing and applying bituminous material and cover aggregate in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and) (as directed by the Authorized Officer). If so specified, the Purchaser shall furnish and apply blotter material conforming to the requirements of these specifications (and) (as directed by the Authorized Officer).

*2202 - Prior to the application of the specified bituminous material, the (roadbed) (,) (aggregate surface course) (,) (and) (aggregate base course) shall be shaped to the lines, grades, dimensions, and typical cross section(s) shown on the plans and compacted in accordance with (Subsection(s) _____, _____, and _____ of) these specifications.

2203 - When so ordered by the Authorized Officer, a light application of water to improve penetration shall be made just before the application of the specified bituminous material.

2204 - The (roadbed) (,) (and) (aggregate surface course) (,) (and) (aggregate base course) as shaped and compacted in accordance with these specifications shall be approved by the Authorized Officer (in segments) (in total) prior to application of the specified bituminous material.

The Purchaser shall furnish a written certification, signed by the vendor, of compliance with the bituminous material requirements specified under (AASHTO M 82 for (MC-250) (and) (MC-800)) (AASHTO M 208 for CRS-2).

Upon receipt of the certificate of compliance, the Authorized Officer will identify the date as having been received and approved by being so marked and dated.

2205 - The pressure distributor used to apply the specified bituminous material shall be designed, equipped, maintained, and operated such that bituminous material may be applied uniformly to the road surface at the required temperatures and rates. Standard commercial distributor equipment used shall include heaters, tachometer, pressure gauges, thermometer, and accurate volume measuring devices.

2206 - Blotter material and cover aggregate shall be spread by means of a self-propelled, pneumatic-tire mechanical spreader of a type and capacity satisfactory to the Authorized Officer.

2207 - Blotter material and cover aggregate shall be hard durable particles or fragments of crushed stone or crushed gravel conforming to the size and quality requirements for crushed aggregate as approved by the Authorized Officer.

2208 - If directed by the Authorized Officer, blotter material and cover aggregate shall be moistened to eliminate or reduce the dust coating of the materials. Moistening shall be done early enough prior to aggregate application to allow excess moisture to drain off.

2209 - Before the bituminous material is applied, sufficient cover aggregate to cover the planned section of asphalt treatment shall be in trucks on the roadway at the site of the work.

2210 - Building paper (shall) (may) be required on the surface for a sufficient distance back from the ends of each application so that the flow through the nozzles may be started and stopped on the paper and so that nozzles will show proper operation. Building paper as used shall be removed and disposed of after use in a manner satisfactory to the Authorized Officer.

2211 - During the application the surfaces of adjacent structures and trees shall be protected in such a manner as to prevent their being spattered or marred. No bituminous material shall be discharged into borrow pits, ditches, ponds, or streams.

2212 - The distributor, when not in use, shall be parked so that the spray bar will not drip bituminous materials on the surface of the traveled way.

2213 - The specified bituminous material shall be applied evenly over the entire width of road surface, (in application widths of ( ) feet,) including turnouts at the following location(s):

Road Number	From Sta./M.P.	To Sta./M.P.

2214 - Application of bituminous surface treatments shall be made between (May 1) and (September 30) unless otherwise approved in writing by the Authorized Officer.

2214a - The Purchaser shall notify the Authorized Officer a minimum of (1) day(s) in advance of application of required bituminous material.

2214b - The Purchaser shall prepare and submit to the Authorized Officer for his review and approval, an application schedule for bituminous treatment work required under this section. Such work shall be in accordance with the approved plan.

2214c - Required bituminous material shall be applied under the supervision of the Authorized Officer.

2215 - The Purchaser shall apply to the approved shaped and compacted aggregate (surface) (and) (base) course(s) (MC-250) (MC-800) liquid asphalt prime coat conforming to the material requirements of AASHTO M 82. (MC-250 liquid asphalt shall be applied at a temperature of 165-200^{o}F at a rate of (0.25-0.50) gallons per square yard.) (MC-800 liquid asphalt shall be applied at a temperature of 200-250^{o}F at a rate of (0.25-0.50) gallons per square yard.) Additional asphaltic material shall be applied to areas of deficient treatment as directed by the Authorized Officer.

2215a - The specified prime coat shall be applied when the surface to be treated is dry or slightly damp, the atmospheric temperature is above (55)^{o}F and rising, or above (60)^{o}F if falling, and the weather is not foggy or rainy.

2215b - Upon completion of the prime coat treatment, the road shall be closed to all traffic for a minimum of (72) hours.

2215c - When necessary to provide for traffic on a new prime coat, blotter material consisting of (1/4-inch minus) (1/2-inch minus) (3/4-inch minus) shall be applied uniformly and immediately to the asphalt application at the rate of 25 to 40 pounds per square yard of road surface as directed by the Authorized Officer.

Areas of deficient blotter material shall have additional blotter material applied as directed by the Authorized Officer.

NOTE: *Subsection 2215c may be used in conjunction with other types of bituminous surface treatments covered under this section.*

2215d - Blotter material for prime coat shall be broom-dragged and rolled by a pneumatic-tired roller conforming with Subsection 103c to the extent necessary to keep the treated surface smooth under traffic until (the prime coat has been cured) (the next asphalt surface treatment has been placed) (or) (approved by the Authorized Officer).

2216 - The Purchaser shall apply to the (prime coat) (existing asphalt surface) (MC-250) (MC-800) (CRS-2) conforming to the material requirements of (AASHTO M 82 for MC 250 or MC 800) (AASHTO M 208 for CRS-2). (MC-250 liquid asphalt shall be applied at a temperature of 165-200^{o}F at a rate of (0.30-0.50) gallons per square yard.) (MC-800 liquid asphalt shall be applied at a temperature of 200-250^{o}F at a rate of 0.30-0.50 gallons per square yard.) (CRS-2 emulsified asphalt shall be applied at a temperature of 140-185^{o}F at a rate of 0.40-0.65 gallons per square yard.)

2217 - Cover aggregate consisting of (3/4-inch - 1/4-inch) (1/2-inch - 1/4-inch) shall be uniformly applied immediately after application of bituminous material at a rate of (40-50) pounds per square yard) (25 to 35 pounds per square yard). Areas of deficient treatment shall have additional bituminous material and cover aggregate applied as directed by the Authorized Officer.

2218 - Cover aggregate shall be rolled by a pneumatic-tired roller conforming with Subsection 103c to the extent necessary to uniformly and thoroughly bond the cover aggregate over the full width. Complete rolling within one hour after the bituminous material is applied to the surface.

2219 - Lightly broom the aggregate surface on the morning after construction. Do not displace embedded material. Apply any additional applications of bituminous material and cover aggregate as directed by the Authorized Officer. After the last application of cover aggregate, monitor and maintain the surface for 4 days by distributing blotter according to Subsection 2215 to absorb any free bituminous material. Also repair any areas deficient in cover aggregate.

SLOPE STAKING - 2300

*2301 - This work shall consist of slope staking (and referencing) road locations from slope stake notes furnished by the BLM in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.

*2302 - Slope stakes shall consist of (1-3/4 inch x 1/4 inch) smooth-finished wood slats of good quality, approximately (18) inches in length and tipped with red luminous paint.

*2303 - Slope stakes shall be set as follows:

(a) (A slope stake shall be set at the top of the cut slope for cut and fill and full bench sections as shown on the typical road sections sheet included in the plans).

(b) (For through cut sections exceeding (___) feet in depth at the centerline both sides of the road shall be staked). There shall be a ditch on (the uphill) (the downhill) (both) side(s) of the road.

(c) (For fill sections, only the uphill side shall be staked, unless otherwise specified).

(d) (For through fill sections exceeding (____) feet in depth at the centerline, both sides of the road shall be staked).

(e) (For balanced sections both sides of the road shall be staked.)

(f) [Stakes shall be set at
(every station)
(every (100) -foot station)
(a maximum interval of (100) feet)
(on tangents)
(and at)
(every (50) -foot station)
(a maximum interval of (50) feet) (on curves].

(g) (The (slope stake) (slope ribbon) shall be (left in the slope stake location) (moved back to the reference stake) at time of staking. The Purchaser shall reset the slope stakes after completion of clearing and grubbing operations, where needed).

(h) Daylight locations will be staked as directed by the Authorized Officer. A reference marker is not required for daylight points.

(i) The slope stake shall be moved back to the reference stake at time of staking. Slope stake and daylight locations shall be marked with a wire flag or equivalent approved by the Authorized Officer. Wire flags shall be colors approved by the Authorized Officer. The Purchaser shall reset the slope stakes after completion of clearing and grubbing operations, where needed.

2303a - Road prism clearing limits shall be set as follows:

Road No.	From Sta.	To Sta.	Uphill	Downhill	Both

*2304 - A reference marker consisting of an aluminum tag nailed or stapled to the base of a stump or tree shall be set for each slope stake. If no stumps or trees are available, a stake identical to that used for slope staking may be used. Reference markers shall be readily visible from the slope stake and shall be set outside of the posted right-of-way. If not posted, the markers shall be set (at least (15) feet beyond the slope stake)(outside the expected construction zone).

2305 - Slope stakes and reference stakes shall be marked as shown on the plans.

2306 - Locations in which the stakes are placed in heavy brush and are difficult to see shall have the brush flagged with (___) flagging in such a manner as to facilitate relocation of the stakes.

2306a - If clearing limits are not posted, flagging shall be hung 10-feet horizontal distance past the slope stake set for a cut, 10-feet horizontal distance past the wire flag set for a daylight point, or 5-feet horizontal distance past the slope stake set for a fill. The flagging shall be inter-visible between sections and of a florescent color approved by the Authorized Officer.

2307 - Culvert locations shall be identified with a stake meeting the requirements of Subsection 2302 placed alongside the reference stake or slope stake.

2308 - Culvert locations shall have extra widening added to the catch basin side of the roadway based on 1-1/2 times the culvert diameter.

2309 - Stationing used is "L" or final location stationing.

2310 - Stakes shall be marked with black-lumber crayon or with a permanent waterproof felt-tip marker.

*2311 - Slope and reference stakes shall be set to the following standards of accuracy:

maximum allowable horizontal error +/-	(2) feet
maximum allowable vertical error +/-	(1) foot

2312 - The Purchaser shall complete the required slope staking a minimum of (5) days in advance of construction unless otherwise agreed. Staking, and slope staking notes, shall be approved in writing by the Authorized Officer prior to right-of-way clearing, timber falling, and construction.

2313 - The (BLM) (Purchaser) will (slope stake) (and) (reference) and furnish the (BLM) (Purchaser) the resulting notes in advance of construction on the road(s) shown below:

Road No.	Approximate Sta/Mi.

2313a - (The preliminary line is) (The preliminary lines are) referenced approximately every (50) feet with metal tags on trees showing station, bearing, and horizontal distance to the preliminary line on the road(s) shown below:

Road No.	Approximate Sta./Mi.

*2314 - Data for slope staking is available at the BLM ( ) District Office. P - Ground, Grade, Shift, and Template information shall be used to determine actual slope staked location.

MINOR CONCRETE STRUCTURES - 2400

NOTE TO USERS: All Subsections are mandatory.

2401 - This work shall consist of furnishing, hauling, and placement of concrete in Minor Concrete Structures such as concrete fords, trash rack footings, cattle guard footings, and culvert head walls in forms built in accordance with these specifications and conforming to the lines, grades, dimensions, typical drawings, and location(s) (shown on the plans) (and) (,) (as staked on the ground) (,) (and) (as approved by the Authorized Officer).

2402 - Materials used in this work shall meet the following requirements:

a. Aggregates: Fine aggregates shall conform to AASHTO M 6, with no deleterious substance in excess of the following percentages:

clay lumps	3.0
coal and lignite	1.0
material passing a U.S. #200 sieve	3.0

For manufactured sand, if the material finer than the No. 200 sieve consists of the dust of fractures, essentially free of clay or shale, the limit of material passing the No. 200 sieve is increased to 5 percent.

Course aggregate shall meet the requirements of AASHTO M 80, Class A. Carbonate aggregates or any aggregates known to polish will not be permitted.

Standard size of course aggregates shall be 1 inch to No. 4, No. 57.

b. Cement: Shall be Portland cement, type II conforming to AASHTO M 85. The use of caked or hardened cement shall not be permitted.

c. Water: Water used in mixing, curing or other designated applications shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substance injurious to the finish product. Water will be tested in accordance with and shall meet the suggested requirements of AASHTO T 26. Water known to be potable quality may be used without testing.

d. Air-Entraining Admixture: Shall conform to AASHTO M 154.

e. Curing Materials: Liquid Membrane shall conform to AASHTO M 148. Burlap cloth made from Jute or Kenaf shall conform to AASHTO M 182. Sheet materials used for curing shall conform to AASHTO M 171.

f. Reinforcing Steel: Bar reinforcement for concrete structures shall be deformed in accordance with AASHTO M31 grade 60, M42 grade 60, and M53 grade 60 for bar Nos. 3 through 11.

g. Aggregate subbase: Shall be a durable aggregate conforming to the following gradations:

Sieve Designation	Percentage Passing
2-inch	100
1-1/2-inch	97-100
No. 4	40-60
No. 200	0-12

Aggregate subbase shall be placed under the structure, as shown on the drawings and prior to erecting form work.

2403 - Forms shall be designed and constructed to be removed without damaging the concrete. Forms shall be free of bulge and warp and constructed so the finished concrete will be of the form and dimensions shown on the plans and true to line and grade.

2403a - Form oil may be applied to facilitate removal of forms. The form oil shall be commercial quality form oil or other equivalent coating that will permit the ready release of the forms and will not discolor the concrete.

2404 - Construction joints shall be located where shown on the plans. Additional construction joints shall require written approval by the Authorized Officer.

2405 - Steel reinforcement shall be stored above the surface of the ground upon supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil or other foreign materials.

2406 - Steel reinforcement will be tied securely by steel wire at all intersections. Bar supports shall be precast mortar blocks or metal chair supports. The supports for steel reinforcement shall not be spaced more than 4 feet apart transversely or longitudinally.

2407 - All steel reinforcement shall be furnished in full lengths where practicable. All order list and bending diagrams shall be furnished by the Contractor for the approval of the Authorized Officer and no materials shall be ordered until such cut list and bending diagrams have been approved.

2407a - Splicing, except when shown on the plans, will not be permitted. Splice lengths shall be as indicated on the plan. Welding of reinforcing steel will not be permitted unless shown on the plans or authorized by the Authorized Officer in writing.

2408 - Composition of Portland cement concrete will be accepted on the basis of certification. The concrete shall contain (1) percent of entrained air, as determined by AASHTO T 152. Concrete shall have a slump of not more than (4) inches as determined by AASHTO T 119. The water-cement ratio shall not exceed 0.49. Concrete shall have a minimum compressive strength of (3,000) psi in 28 days.

2409 - Written certification shall be submitted to the Authorized Officer certifying that the materials, design mix and additives used to prepare the concrete, comply with the specifications of this section.

2409a - When a commercial supplier is used, the Contractor shall furnish a certification with each truck load of concrete, certifying that the material and mix proportions used are in conformation with the approved mixture.

2409b - The concrete shall be subject to acceptance or rejection by visual inspection at the job site. The Authorized Officer may make and test cylinders for strength determinations.

2410 - Concrete shall be placed to avoid segregation of materials and consolidated with mechanical vibrators.

2410a - When concrete is placed by the pumping method or by tremie operations, the use of aluminum pipe or conduit for transporting the concrete shall not be permitted. Adding water for the ease of pumping will not be permitted.

2410b - The intervals between deliveries of batches for a single pour shall not exceed 30 minutes. Concrete shall be mixed in quantities required for immediate use. Concrete shall not be used which has developed initial set or which exceeds the time limit specified below, when a truck mix or agitator is used for transporting concrete.

Cement	Time Limit
Type II	1 hour after introduction of cement

Concrete may be mixed at the site of the work in central mix plants or in truck mixers. All equipment shall be operated within its specified capacity. The equipment and other aspects of the production shall produce concrete of uniform consistency within the specified requirements throughout each operation. No concrete will be placed when temperatures fall below 35°F.

2411 - All concrete shall be cured a minimum of (7) days, or, if high early strength cement is used, as approved by Authorized Officer, a minimum of (3) days. Curing will be in accordance with Subsection 2402c and 2402e. Forms may be left in place to provide proper curing of concrete in contact with the forms.

2412 - Concrete finishes shall be as noted in the construction drawings. Immediately after the removal of the forms, bulges and projections on exposed concrete shall be removed by chipping or tooling, and rub or grind the surface. Honeycombed or other defective areas shall be chipped to solid concrete; cut edges to right angles with the surface. Cavities shall be brushed with a grout of cement and water, and point with a mortar of cement, sand, and water similar to that used in the concrete. The concrete shall be kept thoroughly saturated with water during the finishing.

2413 - Prior to placing concrete, excavated areas shall be washed or blown clean with compressed air. Water shall be removed from within forms and excavations before and during placement of concrete. Concrete shall be placed only in the presence of the Authorized Officer. Concrete shall be placed in maximum lifts of 18 inches, and shall be well vibrated into place to fill voids and angles, and to ensure smooth surfaces and dense concrete. Concrete shall be deposited as nearly as is practicable to its final position, and shall not be allowed to flow in a manner that will cause segregation of the materials. Concrete must not be dropped more than 5 feet vertically without use of a tremie or similar device. If a bond is desired between a fresh pour of concrete placed against concrete which has set, the surface of the concrete already in place shall be thoroughly cleaned of loose material, laitance, dirt, and other foreign material. The old concrete shall be soaked with water. If no bond is desired between the old concrete and the new, the surface of the old concrete that will come in contact with the fresh concrete shall be painted with an asphaltum or other suitable material to prevent bonding.

2414 - The Authorized Officer shall be notified 48 hours prior to any concrete placement to schedule inspections.

GABIONS – 2500

*2501 - This work shall consist of the furnishing, hauling and installation of rock and wire mesh baskets-gabions, in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections according to the approved drawings and the manufacturer's recommendations.

2502 - Gabions will be supplied in various lengths and heights. The lengths shall be multiples of 2, 3, 4 or 5 times the horizontal width. The heights shall be equal to 1/2 of, or 1/3 of, or equal to the horizontal width. The horizontal width shall be not less than 36 inches. Gabions furnished shall be of uniform widths. Gabion dimensions are subject to a tolerance limit of (5) percent of manufacturer's stated sizes.

*2503 - Gabion baskets shall be fabricated from twisted wire mesh. Provide wire mesh material free of breaks in the wire, or other deficiencies. Individual wires of mesh shall meet the following minimum requirements:

Wire diameter tolerance limit	0.004"
Tensile strength	60,000 psi minimum
Galvanizing	0.80 oz/ft2 minimum

2504 - Gabion panels shall be manufactured from 11 gage with 9 gage selvedge wires. The mesh shall form a uniform hexagonal pattern and shall be formed with a non-raveling twist. The major axis (maximum line dimensions) of any hexagonal opening shall not exceed 4.75 inches. The area of the hexagonal opening, approximately 3.2 inches by 4.5 inches, shall not exceed 9.5 square inches.

2505 - Gabions shall be fabricated so the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the specified sizes. Gabions shall be of single-unit construction. The base, lid, ends, and sides shall either be woven into a single unit or one edge of these members connected to the base section of the gabion in a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

2506 - Where the length of the gabion exceeds its horizontal width, the gabion shall be equally divided by diaphragms of the same mesh and gauge as the body of the gabion into cells the length of which does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base in a manner that no additional typing at this junction will be necessary.

2507 - Edges of the mesh forming the gabion shall be securely clip bound or selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh. Selvedge wire used through all the edges (perimeter wire) shall not be less than U.S. Wire Gage No. 9 and shall meet the same specifications as the wire mesh.

2508 - Tie and connection wire shall be supplied in sufficient quantity to securely fasten all edges of the gabion and diaphragms and to provide for at least four cross connecting wires in each cell whose height is equal to the width and at least two cross-connecting wires in each cell whose height is one-half of the width of the gabion. Cross-connecting wires will not be required when the heights of the cell is one-third the width of the gabion. Tie and connection wire shall meet the same specifications as the wire used in the mesh, except that it may be as much as 2 gauges smaller.

2509 - In lieu of tie wire, 2-gauge galvanized hog rings may be used to connect adjacent baskets and to secure basket lids. Spacing of the hog rings shall not exceed 6 inches.

2510 - Vertical joints in the completed work shall be staggered at approximately 1/3 of 1/2 the length of full baskets.

*2511 - The gabions shall be placed on a smooth foundation. Final line and grade shall be approved (in writing) by the Authorized Officer prior to filling.

2512 - Each gabion unit shall be assembled by binding together the vertical edges with (wire ties on approximately 6 inch spacing) (or by) (continuous piece of connecting wire stitched around the vertical edges with a coil about every 4 inches). Empty gabion units shall be set to line and grade as shown on the plans or as directed by the Authorized Officer. Wire ties, hog rings, or connecting wire shall be used to join the units together in the same manner as described above for

fabrication. Internal tie wire shall be uniformly spaced and securely fastened in each cell of the structure. A standard fence stretcher, chain fall, or iron rod may be used to stretch the wire baskets and hold alignment.

2513 - Rock used in the gabions shall be sound and durable and from a source approved by the Authorized Officer. Rock shall not be less than 4 inches (minimum dimension), nor greater than 8 inches (maximum dimension). The rock shall be reasonably well graded between the limiting sizes.

2514 - The gabions shall be filled with stone carefully placed by hand or machine to assure alignment and avoid bulges with a minimum of voids. Alternate placing of rock and connection wires shall be performed until the gabion is filled. After a gabion has been filled, the lid shall be bent over until it meets the sides and edges. The lid shall then be secured to the sides, ends, and diaphragms with the wire ties or connecting wire in the manner described in Subsection 2512 for assembling. All exposed rock surfaces shall have a smooth, neat appearance with no sharp edges projecting through the wire mesh. Place the rock in layers to allow placement of internal connecting wires in each outside cell of the structure at the 1/3 points for 3 foot high baskets.

2515 - During construction, repair and secure any breakage of the wire mesh that results in mesh or joint openings larger than 4 3/4 inches (line dimension). Make repairs using 13 1/2 gage galvanized tie wire as directed.

2516 - When specified, the area back of the gabions shall be backfilled with granular material. All granular backfill shall pass a U.S. Standard Sieve having 4-inch square openings. Place geotextile against the back of the gabion wall before placing backfill material.

2517 - The granular backfill material will be placed in layers not to exceed (8) inches, compacted depth.

2518 - Layers of granular backfill shall be uniformly moistened or dried to the optimum moisture content suitable for density compaction and compacted to a full width with compaction equipment conforming to the requirements of Subsections (103a) (,) (and) (103b) (,) (and) (103c) (,) (and) (103e) (,) (and) (103f) (,) (and) (103g). Maximum compaction shall be (1) hour of continuous compaction for each (100) cubic yards or fraction thereof.

2519 - Layers shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than 95 percent of the maximum density, as determined by AASHTO T 99, Method C or D.

2520 - During progress of the work the Purchaser shall be required to make density tests in accordance with (AASHTO T 191) (AASHTO T 205) (AASHTO T 238). The results of these tests will be made available to the Authorized Officer.

HOT MIX ASPHALT CONCRETE PAVING – 2600

Note: Due to variations in costs, use current costs from local sources for estimates under this section

*2601 - This work shall consist of furnishing, applying and compacting Hot Mix Asphalt Concrete on prepared surfaces, in the depths, amounts and locations as shown on the plans.

2602 - Submit (2) copies of the bituminous job mix formula to be used on this project (3) weeks prior to placement of paving. The Purchaser shall have written approval of the formula by the Authorized Officer prior to placement of pavement.

*2603 - Vehicular traffic, including heavy equipment, will not be permitted on the pavement until all rolling and compacting operations have been completed.

*2604 - Place bituminous mixture only when air temperature is above 45°F, on surfaces that do not have standing water, and when it is not raining.

2605 - Asphalt paving shall conform to the Oregon Department of Transportation, Level III, ½" dense, PG 64-22 Asphalt Binder mix for use on roadways. Furnish aggregate that conform to the aggregate requirements for hot mix asphalt concrete by the Oregon Department of Transportation.

2606 - Aggregate shall be tested by AASHTO T 11 and T 27. The aggregate selected for use in the work shall have a gradation within the limits designated in Table 2606.

TABLE 2606

TOLERANCE GRADATION OF AGGREGATES

Total Percentage by Weight Passing Square Mesh Sieves
(AASHTO T 11 and AASHTO T 27)

Sieve Size	Percent
¾ inch	100
½ inch	90-100
No. 4	JMF +/- 5
No. 8	JMF +/- 4
No. 30	JMF +/- 4
No. 200	JMF +/- 2

JMF = Job Mix Formula

2607 - Bituminous material shall meet the requirements of AASHTO M 320.

2608 - Water shall be clean and free from deleterious materials.

2609 - The asphalt spreader shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and produce a finished surface of the specified grade and smoothness.

2610 - The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of being operated without turning on the mat and without loosening the surface being rolled. Rollers shall have suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture.

2610a - Vibratory rollers shall be especially designed for bituminous concrete compacting and may be used provided the rollers do not impair stability of the pavement structure and any underlying layers. Depressions in pavement surfaces resulting from the use of vibratory rollers are not acceptable. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

2611 - Make pavement cuts with parallel, straight lines, 1 foot wider than trench width on each side of trenches.

2612 - Prior to laying the asphalt concrete pavement the Purchaser shall obtain written approval from the Authorized Officer by showing satisfactory test results of the crushed aggregate base course that has been tested and meets the requirements of the specifications.

2613 - Prior to laying the asphalt concrete, remove unsuitable material from the underlying course.

2614 - Place string lines to identify the edge of pavement. Establish lines parallel to the centerline of the area to be paved, and place string lines coinciding with the established lines for the spreading machine to follow. The number and location of the lines will be as approved by the Authorized Officer.

2615 - Restore disturbed edges of existing bituminous pavements, matching existing edges.

2616 - The thickness of the asphalt concrete pavement shall be as shown on the plans.

2617 - Plants used for the preparation of bituminous mixtures shall conform to AASHTO M 156 and to Oregon Department of Transportation requirements.

2618 - Transport bituminous material from the mixing plant to the paving site in trucks having tight, clean, smooth beds that have been coated with a minimum amount of concentrated solution of hydrated lime and water or other approved coating to prevent adhesion of the mixture to the truck bodies. Petroleum products will not be permitted for coating truck bodies. When the air temperature is less than 60°F or if haul time is greater than 30 minutes, cover each load with canvas or other approved material of ample size to protect the mixture from the loss of heat.

2619 - Compact each layer of Hot Mix Asphalt Concrete to a minimum density of 91 percent of the maximum specific gravity determined by AASHTO T 166 and T 209. Percent compaction will be determined from at least one production sample per day.

Appendix 7
Road Maintenance Specifications

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

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

NOTE: Information in parenthesis is a choice typically used and can be modified or deleted when necessary to insure an appropriate specification. General Spec 3000, 3101, 3104, and 3105 are to be included in all contracts.

GENERAL - 3000

3001 The Purchaser shall be required to maintain all roads (listed and/or referenced in section 42.( )( )., Special Provisions) (as shown on the Exhibit ( ) map(s)) 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 Subsection(s) (3403), (3403a), (3404), (3405), (3406).

NOTE: 3001a is required for Purchaser application of dust palliatives on BLM maintained roads.

3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. (Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.)

NOTE: Standard above refers to dimensions of typical road prism, NOT condition.

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 road(s) 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

NOTE: Include items 3101, 3104 and 3105 along with General Specs 3000 in all contracts.

3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.

3102 The Purchaser shall (place) (furnish and place) ( ) cu. yds. of (stockpiled) aggregate conforming to the requirements in Section (1000) (1200) of Exhibit C of this contract on the roadway (and landings) at locations and in the amounts designated by the Authorized Officer.

Stockpiled aggregate shall be obtained from the following BLM stockpiles:

Stockpile Number	Section	T.	R.	Approx. Cubic Yards	Road Number

This aggregate shall be used to repair surface failures (landings) and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be (furnished,) hauled, placed, spread, and compacted by use of dump trucks, water trucks, and motor grader or similar equipment.

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 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 designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

NOTE: Use 3104a and 3104b where bank slough or slides are a normal occurrence.

3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.

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

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

DEFINITION: ONE STATION YARD IS ONE YD³ MOVED ONE HUNDRED FEET.
EXAMPLE: 15 STATION YARDS IS 15 YDS³ MOVED 100 FEET OR 30 YDS³ MOVED 50 FEET.

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.

NOTE: Make adequate allowance for cleaning all culverts.

3106 The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

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

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) (in accordance with Section 2100 of Exhibit C).

NOTE: 3108 or 3108a are mandatory for sales where logging is adjacent to gravel or bituminous roads.

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) (and/or) (bituminous) roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. (The Purchaser shall furnish (oil), (asphalt), (gravel) for necessary repairs at designated locations.) (The Bureau of Land Management will provide labor and equipment for any repairs at the Purchaser's expense.) (Repair of the road(s) is not considered maintenance and shall be repaired at the Purchaser's expense.) (Repair of the road(s) shall be provided for by the Purchaser through payment in accordance with section 42. ( )( ).)

NOTE: If last option is used; add <u>lump sum</u> amount to maintenance appraisal and include in RC-2.

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 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 proceeding operating seasons.

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

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

FINAL MAINTENANCE - 3300

3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the (expiration of Purchaser's right to cut and remove timber (Sec. 4) (completion of hauling) and in accordance with Sec. 16(b) of this contract. This work shall

include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

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

NOTE: Examples of damage caused by Purchaser slash disposal activities are stumps and debris in ditchlines, culverts, or catchbasins. Surface or shoulder damage caused by Purchaser equipment and vehicles or vegetation and trees which have been uprooted sufficiently to fall into the roadway.

NOTE: Review Handbook 5401-1, for instructions on Section 16(b) regarding Purchaser's responsibility for maintenance when considering acceptance on individual roads no longer needed for timber removal. The intent is to relieve the Purchaser from third party damage after acceptance of final maintenance.

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) (45) days.

OTHER MAINTENANCE - 3400

3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection (3108) (and) (3108a). This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

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.

NOTE: District should develop standards for snow removal.

3403 The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one- half gallon per yd^2 of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds^3 of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd^2 when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

Road Number	From Sta./M.P.	to Sta./M.P.

The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water source(s) (indicated below) (selected by the Purchaser) (and) approved by the Authorized Officer.

(Water required under these specifications shall be obtained at the time(s) and at the location(s) indicated below:)

	Willamette Meridian			Dates Available	
Common Name	Section	T	R	From	To

During drought periods when the transportation of water from the source to the roads noted above exceeds (15) miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering based on equipment rental rates from the current BLM Road Cost Guide.

NOTE: *The miles indicated in the blank above is the mileage from the appraised water source to the most distant point on the road system. Appraise using weighted haul distance.*

3403a During dry hauling conditions when watering is not required, the Purchaser shall (reduce hauling speeds) (and) (or) (restrict the number of loads hauled) to reduce dust as directed by the Authorized Officer on the following roads:

Road Number	From Sta./M.P.	to Sta./M.P.

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

3404 The Purchaser may at his option and expense substitute (lignin sulfonate), (magnesium chloride), (calcium chloride) for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application of the product to be used. Multiple applications may be required to maintain the conditions specified in Subsection 3403.

NOTE: *May be used with subsection 3001a.*

3405 The Purchaser shall be required to furnish and apply (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliatives in accordance with these specifications.

This work shall be performed upon acceptance of the required road construction, renovation, or improvement work and be placed prior to any timber hauling other than right-of-way timber (and rock hauling).

When timber hauling has commenced during the wet weather season, the Purchaser shall apply the required dust palliative during the subsequent summer hauling season as directed by the Authorized Officer.

Other means of dust abatement needed prior to the application of the required dust palliative shall be applied as approved by Authorized Officer.

The specified dust palliative shall be applied evenly over the specified road surface width of the following roads:

Road No.	From Sta./M.P.	to Sta./M.P.	Spread Width

Turnouts and extra widening shall (not) be included in addition to the spread width.

3405a Additional (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliative may be required at the option of the Authorized Officer when the functional qualities of the dust palliative have been reduced or become ineffective due to third party damage, rain, or other events not under the control of the purchaser.

All materials and labor shall be furnished by the Purchaser and placed in amounts and locations designated by the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost. Costs will be based upon the unit prices set forth in the current BLM Road Cost Guide.

If additional dust palliative is required due to events controlled by the Purchaser, such as split hauling season, the Purchaser shall furnish and place such material at his own expense.

3405b The Purchaser shall notify affected residents along the roads to be treated of the planned application of (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliatives at least (3) days prior to the work. Warning signs shall be posted at key intersections to alert users that the road is being treated. All signs shall be removed by the Purchaser within (thirty) days of treatment.

3406 Prior to the application of (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliatives, the roadbed shall be bladed and shaped to remove surface irregularities and excess loose material. The prepared surface must (have (1/2) to (1) inch of relatively loose material and) be visibly moist and drying.

3406b A light application of water to promote penetration shall be made in advance of the application of the specified dust palliative to allow the drying process to begin and to eliminate any saturated surface conditions.

3406c The prepared roadbed shall be approved by the Authorized Officer prior to application of the specified dust palliative.

3407 The Purchaser shall furnish in duplicate, commercial certification signed by vendor of compliance with the (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliatives material requirements specified under Subsection (3412b) (3412c). Commercial certification includes the date, identification number of truck or trailer, net mass, and brand name with each shipment. Also provide the net volume and specific gravity at 60 degrees F, percent solids by mass, and PH.

3408 Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.

3409 The Purchaser shall notify the Authorized Officer a minimum of (3) days in advance of application of required dust palliative.

3410 The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.

3411 Required (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliatives shall only be applied when the atmospheric temperature is 45° F and steady or rising and when the weather is not foggy or rainy. Do not apply dust palliative if rain is anticipated within 24 hours of application or when the ground is frozen.

3412 The Purchaser shall apply to the prepared roadbed specified under Subsection 3405, a (lignin sulfonate) (magnesium chloride) (calcium chloride) dust palliative conforming to the material requirements of Subsection (3412b) (3412c). The rate of application shall be (0.5) gallons per yd^2 surface. (A second application at the rate of (0.3) gallons per yd^2 shall be applied at a time designated by the Authorized Officer.)

Applied materials not penetrating the road surface shall be blade mixed with additional water into the top 1 to 1½ inches of the surfacing at the Contractor's expense.

3412a If required, the (lignin sulfonate) (magnesium chloride) (calcium chloride) shall be field diluted within the application vehicle and be circulated at least 5 minutes to assure mixing. An air gap shall be provided between any water source and the

materials being diluted. Accidental spills shall be contained to prevent entry in water courses or ponded water. The surface of adjacent structures and trees shall be protected from spattering or marring.

A wetting agent may be used in addition to the certified compound or mixed with the road surface preparation watering. A mix of less than 1:6000 is recommended.

Water used to dilute (lignin sulfonate) (magnesium chloride) (calcium chloride) concentrate shall be clean and free of oil, salt, acid, alkali, vegetable matter, or any other substance that contaminates the finished product.

3412b Specifications for Lignin Sulfonate:

Lignin sulfonate shall be the chemical residue produced as a byproduct of the acid sulfite pulping process and supplied as a water solution. The base cation shall be ammonia, calcium, or sodium. The product shall be water soluble to allow field dilution. Dilute with water until the mixture contains a minimum 48 percent concentration with the following properties:

Solids	50%
Specific gravity	1.25
PH, AASHTO T289	4.5 min.

Ensure that the material does not exceed the following chemical constituents:

phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm
lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadium	0.20 ppm
barium	10.00 ppm
selenium	5.00 ppm
zinc	10.00 ppm

Apply when the ambient air temperature is 45° F or above.

3412c Specifications for (magnesium chloride) (calcium chloride):

The material shall consist of a brine containing 29 to 35 percent (magnesium chloride) (calcium chloride) by weight and 62 to 72 percent water by weight. Ensure that the material does not exceed the following chemical constituents:

phosphorous	25.00 ppm
cyanide	0.20 ppm
arsenic	5.00 ppm
copper	0.20 ppm
lead	1.00 ppm
mercury	0.05 ppm
chromium	0.50 ppm
cadmium	0.20 ppm
barium	10.00 ppm
selenium	5.00 ppm
zinc	10.00 ppm
sulfate	4.3 percent maximum
nitrate	5.0 percent maximum.

(Concentration specifications for Calcium Chloride)

Calcium chloride shall conform to AASHTO M 144, type L for the specified concentration.

(Concentration specifications for Magnesium chloride)

(1) Magnesium chloride by mass	28% minimum
(2) Water by mass	72% maximum
(3) Specific gravity, AASHTO T 227	1.290 to 1.330)

Apply when the ambient air temperature is 45° F or above.

3413 Sampling of (lignin sulfonate) (magnesium chloride) (calcium chloride) material may be required to validate certificates furnished by the Purchaser. When sampling is directed by the Government, the actual samples will be taken by the Purchaser or his representative in the presence of the Authorized Officer.

DECOMMISSIONING – 3500

3501 Decommissioning shall consist of removing (cross drain) (and) (draw) culverts (and) (removing draw crossings by excavating fill material and placing in locations to form partially recontoured roadway sections). (Work includes

(ripping) (subsoiling) (and) installing (water bars) (drain dips) (and) (placement of slash) (and) (placement of soil stabilization material) (and) (blocking road from access by vehicles)). This work is (not) required for road acceptance under Section 18 of this contract.

3502 Obliteration shall consist of complete road removal and full recontouring by recovering all available fill slope material from the outside road shoulder and burying cutbanks until the surrounding terrain is matched. (Work includes removing (cross drain culverts) (and) (draw culverts) (and) (restoring draw channels by removing fill material and placing at designated locations)). (Work also includes (ripping) (subsoiling) (and) (water barring) (and) (placement of slash) (and) (placement of soil stabilization material)). This work is (not) required under Section 18 of this contract.

Note: Sections 3503 through 3511 can be used for either Decommissioning or Obliteration.

3503 (Decommissioning) (and) (Obliteration) shall be performed on existing roads in accordance with these specifications, and as shown on the plans at the following locations:

Road No or Site	From Sta/MP	To Sta/MP	(D)ecommission or (O)bliterate

3504 (Decommissioning) (and) (Obliteration) work shall be completed (at the end of timber hauling) (after _____activities) (after road use). All (decommissioning) (and) (obliteration) work shall be performed during the following seasonal periods (to address) (soil moisture) and (in stream work periods):

From: ( )	To: ( )
From: ( )	To: ( )

3505 Where draw crossing fill material is to be excavated and removed, the finished bottom of draw profile shall be re-established to its original channel grade.) (and) (resulting adjacent banks shall be) (re-established to their original backslope ratios) (constructed to a) (2:1) (backslope ratio).

3506 Stockpiled slash shall be used to protect exposed areas created by the Purchaser's (decommissioning) (and) (obliteration) operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. (All slash stockpiles created by the purchaser shall be utilized for) (decommissioning) (and) (obliteration) (operations). (Where slash

is) (not available) (no longer available, remaining) (exposed soil areas shall be stabilized in accordance with Section 1800).

3507 Culverts not designated as salvage by the Authorized Officer for the Government shall become the property of the Purchaser. The Purchaser shall be responsible for disposal of materials in a legal manner and for payment of any fees required. Sale of material on site is not allowed unless authorized in writing by the Authorized Officer.

3508 Protect areas (mulched) (and) (treated with slash placement) from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.

3509 Access shall be blocked with barricades as shown on the typical detail sheet ( ) and at locations as shown on Exhibit ( ).

Note: *Use sections 3509 through 3514 to describe only Road Decommissioning requirements.*

3510 All vegetation and slash shall be removed from the immediate area designated for excavation and partial contouring including (draw fill slopes) (and) (waste areas) (and) (other special areas). Sections of roadway where (ripping) (and) (subsoiling) is required shall be cleared of all vegetation and slash. The resultant slash shall be (scattered along the roadway fill slopes) (stockpiled in a manner that will allow retrieval and uniform spreading in accordance with Subsection 3506). (No vegetation or slash shall be mixed with excavated material to be placed.)

3511 (Ripping) (Subsoiling) (and) (Water barring) shall be done on designated (roadway(s)) (traveled way(s)), (turnouts), (disturbed areas), (landings) (and) (special areas). (Ripping shall be done in accordance with Exhibit (__) (Subsoiling shall be performed with (wing-toothed rippers) (excavator modified for tillage) as shown on Exhibit (__)).

3512 Draw crossing fill material shall be excavated and placed in designated locations for use in accomplishing partial recontouring. Placement of materials shall produce well-drained, uniform recontoured terrain as shown on the plans. The finished draw excavation shall meet requirements of Subsection 3505.

3513 (Water bars) (and) (Drain dips) shall be installed across full width of roadway at (locations) (spacing) shown in the (specifications) (drawings). ((Water bars) (and) (Drain dips) shall be constructed as shown on Exhibit ( ). (No (water bar) (and) (drain dip) will be installed closer than) (50) (feet to a draw crossing.)

3514 Protection of exposed surfaces shall be accomplished by (placement of soil stabilization material in accordance with Section 1800) (and) (placement of slash

described in Subsection 3506) on designated roadways (partially recontoured roadway sections), (turnouts), (disturbed areas), (landings), (cut banks), (fill slopes) (and) (special areas) (and) (other areas disturbed by the purchaser's decommissioning operations) in accordance with these specifications and as shown in the plans.

Note: Use sections 3515 through 3519 to describe only Road Obliteration requirements.

3515 All vegetation and slash shall be removed from the immediate area designated for full recontouring, which includes roadway fill slopes to be recovered, roadbed and cut bank sections to be buried, (and) (waste areas) (and) (other special areas). The resultant slash shall be stockpiled in a manner that will allow retrieval and uniform spreading onto full recontoured slopes as shown in Subsection 3506. (No vegetation or slash shall be mixed with excavated material to be placed.) (Vegetation outside of the work limits shall be protected from damage).

3516 Prior to full recontouring, (ripping) (subsoiling) (and) (water barring) shall be performed on designated roadways, (turnouts), (disturbed areas), (landings) (and) (special areas) in accordance with these plans and specifications. (Ripping shall be done in accordance with Exhibit (__)). (Subsoiling shall be performed with (wing-toothed rippers) (excavator modified for tillage) as shown on Exhibit (__)).

3517 Full recontouring shall be completed by retrieving and utilizing roadway fill slope material to bury the adjacent road prism and cut slopes (as shown on the plans). (Draw crossing fill material shall be excavated and placed in designated locations for use in accomplishing full recontouring.) (The finished draw excavation shall meet requirements of Subsection 3505.) Placement of materials shall produce a well-drained, uniform recontoured terrain as shown on the plans.

3518 Protection of exposed recontoured surfaces shall be accomplished by (Placement of previously stockpiled slash as shown in Subsection 3506) (and) (placement of soil stabilization material in accordance with Section 1800) on designated finished recontoured terrain areas, (landings), (and) (special areas) and (other areas disturbed by the purchaser's obliteration operations) in accordance with these specifications and as shown in the plans.

Appendix 8

Explanation of Form 5450-4 Contract for the Sale of Timber and 5450-26 Contract for the Sale of Timber and Other Wood Products – Scale Sale

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Section 33: Contingent Fees	A8-6
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For Form 5450-004, the Preamble and Sections 1, 4-7, 12-18, 20-33, 35-38, and 40-42 are the same as in the Contract for the Sale of Timber – Lump Sum (Form 5450-003).

For Form 5450-026, the Preamble and Sections 1, 4-7, 12-18, 20-33, 35-38, and 40-42 same as the Contract for the sale of Timber and other Wood Products - Lump Sum (Form 5450-025).

H-5420-1 Appendix 3 should be used to assist in interpretation of the standard provisions for both of the scale sale contract forms.

Sections 2, 3, 8-11, 19, 34, and 39 are similar and only the differences are discussed in this Appendix, hence, for these sections Appendix 3 must also be used for interpretation of the scale sale contracts.

Section 2. Total Actual Purchase Price.

Section 2 of the contract requires payment to be made subject to the schedule, measurement standards, requirements, and definitions of forest products in Exhibit B and establishes Purchaser liability for payment of the total *actual* purchase price in accordance with Section 3(h) even though all of such forest products are not actually cut and removed prior to the expiration of the time for cutting and removal. The total *estimated* purchase price is based on the by species pre-sale cruise estimates of volume, and per species and unit of volume appraised prices, and is stated as such in Exhibit B and the sale notice. The total *actual* purchase price is established by the measurement of volume actually removed from the sale area, and scaled or measured, and any volume determined to be remaining volume (see Section 3(g)) at the per species and unit of volume bid prices. This contrasts to a contract on a "lump sum" basis where the total payment is independent of any measure of the quantity of forest products actually removed.

Section 3. Payment.

Section 3 of the contract is divided into eight subsections, all of which must be used in concert with the manner of payment set forth in Section 2 of the contract.

Section 3(a) of Forms 5450-003/-025 does not appear in Forms 5450-004/-026. This is because in 5450-004/-026 Section 2 says payment is made in accordance with Exhibit B, and in a scale sale where cutting and removal occur right up to the expiration date, payment will not be made until after the expiration date, hence no requirement that the total actual purchase price be paid in full prior to the expiration date.

Section 3(a) of Form 5450-004/-026 differs from Section 3(b) of Form 5450-003/-025 by establishing the value of "measured or removed" forest products as the determinant for the payment of the second and subsequent installment. "Measured" refers to forest products that has been removed and scaled (or otherwise measured) to determine the actual volume. Section 3(a) also differs in that the estimated purchase price in Exhibit B is used to establish the 20 and 40 percent payments that must be made on the first and second anniversaries of the contract, respectively.

Section 3(e) of Form 5450-004/-026 differs from Section 3(f) of Form 5450-003/-025 by establishing forest products "measured and removed" as the determinant of the value for which the Purchaser is billed.

Sections 3(b), 3(c), 3(d), and 3(i) of Form 5450-004/-026 match Sections 3(c), 3(d), 3(e), and 3(j) of Form 5450-003/-025, respectively.

Section 3(g) of Form 5450-004/-026 does not appear in any form in Form 5450-003/-025. Section 3(g) establishes what is considered to be *remaining volume* of timber on the contract area as of the expiration date, which takes two forms. First, there is merchantable and other timber sold under the contract (meeting the merchantable timber specifications in Exhibit B) that is felled or wasted in high stumps, tops, chunks, long butts, or broken by careless falling, bucking or logging, or allowed to deteriorate due to abnormal delay in scaling caused by the Purchaser. This timber is scaled (and other forest products measured) for an estimate of volume. Second, there is timber sold that is left standing by the Purchaser; this timber is cruised for an estimate of volume. The sum of these two forms of volume constitutes the *remaining volume* on the contract area for which a value is determined in accordance with the unit prices bid and shown on Exhibit B.

Section 3(h) of Form 5450-004/-026 differs from Section 3(h) of Form 5450-003/-025 by establishing how to compute the total *actual* purchase price, which is the total amount paid by the Purchaser plus the value of remaining volume computed in accordance with Section 3(g) minus credit value computed according to Section 11. Comparable to Form 5450-003/-025, reference is made to computation of a credit value in Section 11, however, Section 3(h) in Form 5450-004/-026 includes the remaining volume as a component of the total *actual* purchase price owed by the purchaser (minus any applicable credit value – see Section 11).

Section 3(j) of Form 5450-004/-026 differs from Section 3(i) of Form 5450-003/-025 by specifying forest products may not be cut or removed until the required payments have been made, which is provided in Section 3(a) of Form 5450-003/-025.

Section 8. Sales of Additional Forest Products.

Section 8 of Form 5450-004/-026 differs from Section 8 of Form 5450-003/-025 in that if advance payment is required as a condition of granting such permission, the advance payment may be adjusted after the additional forest products has been scaled and removed.

Section 9. Extension of Time and Reappraisal.

Section 9 of Form 5450-004/-026 differs from Section 9 of Form 5450-003/-025 by relying on reappraised market prices by species to adjust Exhibit B and grant an extension of time. This establishes a new *estimated* total purchase price, which will be adjusted to the actual total purchase price after the reappraised forest products has been scaled and removed. Further, these reappraised unit prices by species may not be less than the prices in effect during the original time for cutting and removal, or the last extension.

Section 10. Violations, Suspension, and Cancellation.

Section 10(c) of Form 5450-004/-026 differs from Section 10(c) of Form 5450-003/-025 by stating the Contracting Officer may require Purchaser to pay the entire remaining balance of the *estimated* total purchase price or any portion thereof as a condition of terminating the suspension. As the remaining volume as of the forest products of making this demand is measured and removed, value adjustments will occur in accordance with Section 3 (computation of the *actual* total purchase price).

Section 11. Credit Against Purchase Price.

Section 11 of Form 5450-004/-026 differs from Section 11 of Form 5450-003/-026 in two ways. First, notification from the Purchaser that logging has been completed has been added as a "trigger" for the contracting Officer to determine any credit value of remaining forest products, which would adjust the total *actual* purchase price in accordance with Sections 3(g) and 3(h). Second, the cost of cruising and scaling to determine volume under Section 3(g) is added as a cost adjustment to any credit value of remaining forest products.

Section 19. Cost Adjustment for Physical Changes.

Section 19 of Form 5450-004/-026 differs from Section 19 of Form 5450-003/-025 in three ways. First, the estimated volumes in Exhibit B are used for the three levels of estimated cost that, if exceeded, make the Government responsible for the cost amount exceeding one of the three thresholds of value. Second, the Government may elect to meet its share of the cost by reducing the total *actual* purchase price. Third, the payment for physical changes shall be made by crediting against the total *actual* purchase price and may be accomplished by applying the credit to future installment owed by the Purchaser.

Section 34: Contingent Fees.

Section 34 of Form 5450-004/-026 differs from Section 34 of Form 5450-003/-025 in that contract *installments* or consideration (versus contract *price* or consideration) are established as the baseline over which the Purchaser may have to pay the full amount of an commissions, percentage, brokerage, or contingent feed improperly paid by Purchaser.

Section 39: Bond.

Section 39(c) of Form 5450-004/-026 differs from Section 39(c) of Form 5450-003/-025 in that payment of the entire total *actual* purchaser price must be made as a condition of reducing the performance bond below 10 percent of the total *estimated* purchase price.

Appendix 9

Explanation of Form 5450-1 Contract for the Sale of Vegetative Resources

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Explanation of Form 5450-001
Contract for the Sale of Vegetative Resources

Preamble.

Refer to the Appendix 3 discussion of the Preamble.

Section 1. Vegetative Resources Sold.

See Appendix 3, Section 1.

Section 2. Total Purchase Price.

Section 2(a) of the contract establishes the total purchase price which the Purchaser agrees to pay the Government for the vegetative resources sold pursuant to the terms and conditions of the contract. For advertised sales, the total purchase price is the amount bid by the Purchaser. It is expressed in the contract in both words and figures in the spaces provided. For advertised sales, the total purchase price must agree with the high bidder's total bid price as shown on Form 5440-9, Deposit and Bid for Timber/Vegetative Resources. Form 5450-1 is a lump-sum type sale and no adjustment is made in the total purchase price if the quantity of vegetative resource actually cut, removed, or designated for taking is more or less than the quantity shown.

Within the space provided, the kind and quantity of vegetative resource being sold is identified. The proper measurement unit must be specified, for example; bunches of fern fronds, bushels of cones, numbers of cacti, tons of woody biomass, etc.

Section 2(b) specifies that unless the total purchase price is paid on or before the contract is signed by the Contracting Officer, payments shall be made in installments and specifies when the installment payments shall be made. The first installment shall be made on or before the date the contract is signed by the Contracting Officer and the second installment shall be paid prior to severance or removal of any vegetative resources sold under the contract. Each subsequent installment shall be due and payable without notice when the value of vegetative resources severed or removed equals the sum of all payments not including the first installment.

Section 2(b) also describes acceptable forms of payment.

Section 3. Bond.

Minimum performance bond requirements and acceptable forms of performance bonds are described in Handbook 5450-1, Award of Contract. For cash sales less than $2,500, bond requirements, if any, are at the discretion of the Authorized Officer. A bond should be required if damage to resources, roads, utilities, other improvements or the land may occur during the Purchaser's operations. The Authorized Officer may require a bond in an amount greater than the minimum when necessary to protect the interests of the Government.

When computing the amount of a minimum bond (20 percent of total purchase price for all contract equal to or greater than $2,500 in value) round upward to the nearest $100.

Section 4. Time for Severance and Removal.

Refer to Appendix 3, Section 4. Although the contract term can be as 36 months, the time should normally be less than 12 months, because quantities sold are usually small and work involved in normally not complex.

Section 5. Standard and Special Provisions.

Section 5 references and ties in the standard provisions (Section 6 through Section 16) set forth on the reverse side of the contract and the special provisions set forth under Section 17 on the second page and on any additional pages attached to the contract. Also refer to Appendix 3, Special Provisions.

Section 6. Definitions Used in this Contract.

This section defines three terms used in the contract, Authorized Officer, Contracting Officer, and vegetative resources. With particular reference to delegation of authority to take action as Authorized Officer under the contract, refer to Appendix 3, Section 5.

Section 7. Passage of Title and Risk of Loss.

This section sets forth the precise time that title to the vegetative resources sold pass from the Government to the Purchaser. Title passes when the resource is paid for and removed from the contract area. The section also establishes that risk of loss shall be borne by the party holding title, with the exception that neither the Government nor purchaser is relieved from liability for any breach of contract or wrongful or negligent act. For example, the Purchaser would be considered responsible for damages to resources sold but not severed or removed because of a fire resulting from a negligent act by the Purchaser.

Section 8. Violations, Suspension, and Cancellation.

This section sets forth the action or remedies available to the Government in the event of violation of any of the provisions of the contract by the purchase. When circumstances warrant the action, the Contracting Officer may suspend all or any of the operations on the contract, except those operations that are necessary to remedy the violation. The suspension notice must be in writing and must detail the violations which have occurred.

In the event the Purchaser fails to remedy the violation within 30 days after receipt of the suspension notice, the Contracting Officer may take steps to cancel the Purchaser's rights under the contract and to recover all damages suffered by the Government because of the violation. The performance bond, as provided in Section 3, shall be forfeited to the amount of the damages due the Government because of the violation.

Section 9. Fire Prevention and Slash Disposal.

Refer to Appendix 3, Section 15. With regard to slash disposal planning, slash is generally considered to be forest debris or refuse resulting from the cutting, killing, pruning, severing, or removal of brush, trees, or other forest growth. When needed, add special provisions to Section 17 to accomplish specific requirements concerning fire equipment, slash or debris treatment, or disposal.

Section 10. Trespass.

Refer to Appendix 3, Section 13. The Authorized Officer must be knowledgeable of applicable law, which provides for damage recovery for the trespass. 43 CFR 9239.0-8 prescribes how damages are determined, which is usually as prescribed by the laws of the State in which the trespass occurred.

Section 11. Responsibility for Damage Suffered, Cost, or Expense Incurred by Government.

Refer to Appendix 3, Section 12 for further information on purchaser liability for damage suffered, cost or expense incurred by the Government by reason of breach of contract or wrongful or negligent acts. Contrary to Section 12 of Appendix 3, Section 11 of Form 5450-001 does not establish that the Purchaser will hold the Government harmless from any claim for damage, loss, injury or death.

Section 12. Disclaimer of Warranty.

In this section, the Government disclaims any warranty as to fitness of the vegetative resource sold for any particular purpose, its merchantability, and its quality or quantity. This section, together with Section 2, establishes Form 5450-001 as being a lump-sum type contract.

Section 13. Simultaneous Use of Contract Area by Others.

Refer to Appendix 3, Section 25.

Section 14. Equal Opportunity.

Refer to Appendix 3, Section 30.

Section 15. Officials Not to Benefit.

Refer to Appendix 3, Section 37.

Section 16. Disputes.

Refer to Appendix 3, Section 38.

Section 17. Special Provisions.

Refer to Appendix 3, Section 42. In contrast to the BLM lump sum timber sale contract (Form 5450-003), all vegetative resources in the contract area are reserved to the Government except the quantity listed in Section 2. Ordinarily, it is not necessary to list or identify the reserved vegetative resources under Section 17. However, it may be necessary or appropriate to identify the manner in which the vegetative resource which may be cut, extracted, or removed is identifiable.

Execution of Contract

Refer to Appendix 3, Execution of Contract.

Appendix 10

BLM/U.S. Forest Service Interagency Memorandum, August 4, 2003

USDA Forest Service
Washington Office
201 14th Street, SW
Washington, DC 20024
http://www.fs.fed.us

USDI Bureau of Land Management
Washington Office
1849 C Street, NW
Washington, DC 20240
http://www.blm.gov

Reply Refer To: 2400 (FS)/5400 (BLM)(WO-270) P Date: August 4, 2003

EMS TRANSMISSION

FS-Memorandum BLM-Instruction Memorandum No. IM-2003-

To: Forest Service Regional Foresters and
Bureau of Land Management State Directors

Subject: Multi Agency Permit

In the spirit of customer service and the approach of landscape management the Forest Service and the Bureau of Land Management have formed a partnership to develop a single permit form for use by either Agency to sell special forest products. The intent is to improve customer service, while improving administrative efficiency. The new permit, Form FS-2400-1/BLM 5450-24 (see attached) will be used for the sale of firewood, greenery, mushrooms, and other special forest products. Statements in "General Conditions" cannot be edited. Additional conditions can be added in "Other Conditions" only. The Bureau of Land Management Form 5450-5 will continue to be used for sales of small amounts of saw timber (up to $2,499) and mineral material (up to $999).

This is a permit and may not to be used as a contract for Forest Service sales. For sales from lands administered by the Bureau of Land Management, this form is called a permit and is considered synonymous with a contract. Specific instructions for permit use within each Agency are attached. Some general conditions for the permits use include:

- Permit use – When there are special protection needs for aquatic resources, heritage resources, threatened and endangered species habitat, or significant resource protection measures, do not use this permit. Other resource considerations, such as soil and water conservation, cultural resource protection, and fish and wildlife concerns should be considered in developing the permit areas and in administration of the permit.
- Dollar values – For the Bureau of Land Management the maximum is $2,499. For the Forest Service the maximum permit value is $300, excluding associated charges.

- Accountability – Theft prevention and law enforcement involvement must be considered. Good documentation for the public, such as maps and load tags, will help alleviate trespass.

- Vendor sales – This permit may be used by vendors for either multi agency or non-multi agency sales.

- Debarment – Debarment does not apply when the permit is sold by the Forest Service or a Forest Service vendor, since Forest Service debarment regulations do not apply to permits. The Bureau of Land Management can add to "Other Conditions" a statement on debarment for permit violations. This statement would be used only for Bureau of Land Management permit sales and not added for multi agency sales.

- Reporting – This permit will be reported using the Forest Service Timber Information Manager (TIM) process and the Bureau of Land Management's Collection Billing System (CBS) and Timber Sale Information System (TSIS) processes. For target accomplishment each Agency will take credit for the volume that they sold.

This permit may be used to sell products from both the National Forest System and lands administered by the Bureau of Land Management under Service First with the following conditions:

- All permittees must be US citizens for any timber products sold that can be converted to board or cubic feet, (i.e., firewood, post and poles, etc). Any non convertibles products sold, (i.e., boughs, Christmas trees, greenery, etc), can be sold to non US citizens. The value must not exceed $300, the minimum age for permittee must be 21, and permit violators will not be debarred.

- An Interagency Agreement must be completed between the Forest Supervisor and District Manager (see attached example, reviewed by the special forest products team and regional contracting officer).

- Harvesting should take place either from areas that have been reviewed, or from areas where concerns for other resource considerations, such as soil and water conservation, cultural resource protection, and fish and wildlife concerns, are non-existent.

- Multi agency permit fiscal accounting – There should be a clear understanding of how the cash will be distributed to each Agency. Receipts that each Agency receives must be distributed in proportion to the estimated harvest on each Agency's lands. Document the basis for receipt distribution. Each Agency would retain collected receipts and no transfer of funds between Agencies would be necessary.

It is the intent that when we share common boundaries and conditions for special forest products that we increase government efficiency and promote good land stewardship. This Form is part of that effort. Please consult your special forest products program manager with any questions. We also welcome any ideas or comments to help improve this process.

/s/Kathleen B. Clarke *July 24, 2003*

_____ Date:_____

Kathleen B. Clarke
Director, Bureau of Land Management

/s/Dale N. Bosworth *August 4, 2003*

_____ Date:_____

Dale N. Bosworth
Chief, Forest Service

Appendix 11

BLM/U.S. Forest Service Interagency Agreement Template

BLM #: MOU-BLM-OR952-0609
FS#: 06-MU-11062754-478

MEMORANDUM OF UNDERSTANDING
between
USDI BUREAU OF LAND MANAGEMENT, OREGON STATE OFFICE
and
USDA FOREST SERVICE, PACIFIC NORTHWEST REGION
for the
SALE OF PERMITS

This Memorandum of Understanding (MOU) is entered into by and between the USDI Bureau of Land Management Oregon *I* Washington State Office, hereinafter referred to as Bureau, and the USDA Forest Service, Pacific Northwest Region, hereinafter referred to as Forest Service under the authority of Public Law 106-291, Service First Act, as amended, and Public Law 109-54, Title IV, Sec 428 that extends the authorization for the Service First program through 2008.

In the spirit of customer service and the approach of landscape management the Forest Service and the Bureau have formed a partnership to sell special forest products by either Agency. The intent is to improve customer service, while improving administrative efficiency. This MOU will be used for the sale of firewood, greenery, mushrooms, and other special forest products using the identical permit form FS-2400-1/BLM 5450-24. This MOU should be used for individual offices, co-locations, or vendor sales.

Special forest products harvesting from the public lands is in high demand, and it is desirable for economic and public benefit to increase customer service by making permits available to the public at convenient locations for Bureau and Forest Service administered lands,

The Agencies agree to permit and administer this use of the Agencies' lands according to the following:

1. Covered Lands: This permitting project shall cover Bureau and Forest Service administered lands within the states of Oregon and Washington. Each Field/District Office or Ranger District Special Forest Products Manager that wishes to form a partnership to sell special forest products shall determine designated special forest products harvest areas for the applicable forest products, and shall determine which offices shall sell permits for the areas.

2. Permit Form: Designated harvest areas on Bureau and Forest Service lands shall be permitted using Forest Service form FS-2400-1/BLM form 5450-24, Forest Products Removal Permit and Cash Receipt.

3. Permit Map: Permit maps for each designated harvest area shall be provided by the Special Forest Products Manager responsible for the permit area. The map shall show the Forest Service or Bureau lands covered under the permit. The map shall be stapled to the permittee's copy as well as the Government copy of the permit.

4. Permit Special Provisions: A set of special provisions, permit requirements, collection restrictions, and pricing shall be prepared by the Special Forest Products Manager responsible for the designated permit area. The special provisions sheet(s) shall be stapled to the permittee's permit copy, as well as the Government copy. The price structure shall be set such that it is consistent with each Agency's pricing regulations.

5. Permit Sales: Permit sales location(s) and sales format shall be jointly agreed upon by the Agencies. Staffing for permit sales will be done as agreed upon by the Agencies.

6. Local Level MOU: This region-wide MOU establishes the framework for permit sales by both agencies. A local level agreement is required to establish specific arrangements between a Field/District Office, and Forest Office. The local level Agreement should include, but is not limited to, the following; specific area covered by the agreement, types of permits sold, any special provisions, fiscal accounting, vendor sales and field administration. The local agreement shall include a statement that incorporates this region-wide MOU by reference.

7. Fiscal Accounting:

A. If no funds will be transferred between agencies. If both offices have agreed that the amount of permit fees brought in are fairly equal, and there will not be any funds transferred between agencies, the local level agreement needs to specify that determination, including how the determination was made, and what fees are being collected by each agency. An MOU will fulfill this requirement.

B. If funds will be transferred between agencies. In the event there will be fund transfers between agencies, fiscal accounting information specific to both offices should be included in the local level Interagency Agreement. Please provide any local specific funding code information in the Interagency Agreement, as well as the following at a minimum:

1. ALC # for both agencies.
2. DUNS # for both agencies.
3. Accounting Data for both agencies.
4. SGL's for both agencies.
5. Treasury Symbols for each agency.

BLM	Forest Service
14-11-0008	929332484
12-40-1100	798067393

6. Tax ID # for both agencies. 141100080; 12401100
7. Schedule of transfers.
8. IPAC Transfer contacts for each agency.
9. Receipt job codes.
10. BETC code (applicable starting 8/1/2006

8. Vendor Sales: Receipts received from vendors shall be distributed based on a Field/District Office, Forest Office level designated percentage allocation. Considerations at arriving at pre- approved percentage for allocations should be; historical use, access, product amount by agency, and convenience of office locations for equal choice of customers to purchase permits.

9. Maximum Value: Value shall not exceed $300.00 per individual sale.

10. Minimum Value: The minimum value per individual sale shall be $20.00.

11. Age Requirements: Minimum age requirement is 18 years old.

12. Citizenship Sales: A purchaser of convertible timber products such as firewood, and post and pole must be a U.S. Citizen. For sale of non-convertible products, U.S. citizenship is not required.

13. Debarment: Debarment is not allowed for permit sales under the Forest Service procedures.

14. Sale Requirements: Do not advertise sale(s). All sales to be cash sales only. No scaled sales. No performance bonds shall be collected.

15. Field Administration/Enforcement: Each Agency shall be responsible for field administration of this program on its respective lands. Both Agencies recognize that field enforcement / administration is critical to the success of a permitting program and shall pursue this as vigorously as it's staffing and resources permit. Interagency coordination / assistance will be pursued as needed. Written reports documenting field visits shall be made and attached to the Government's copy of the permit.

16. Program Costs: Each Agency shall bear its own program and overhead costs.

17. Modification of this MOU: Modifications within the scope of this instrument shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by both Agencies, prior to any changes being performed. The Bureau or Forest Service is not obligated to fund any changes not properly approved in advance.

18. Access to Records: Give either Agency or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

19. Termination: Either Agency, by notice in writing delivered to the other party, may terminate the instrument in whole, or in part, at any time before the date of expiration.

20. Restriction for Delegates: Pursuant to Section 22, Title 41, United States Code, no member of, or
Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.

21. Obligations: Nothing herein shall be considered as obligating the Forest Service or the Bureau to expend or as involving the United States in any contract or other obligations for the future payment of money. As an MOU, this is a non-funding document. Any funding obligations that may result from this MOU, must be processed through a separate obligating document.

22. Expiration Date: This instrument is executed as of the last date shown below and expires on September 30, 2011, at which time it will be subject to review, renewal, or expiration.

23. Agency Contacts: For information on this MOU, or questions related to the sale of special forest products by either Agency, please contact:

Frank Duran	Jeffrey Gordon
Regional Measurement Specialist	District Forester, Salem District
Forest Service Contact	Bureau Contact
333 SW First Avenue	1717 Fabry Road, SE
Portland, OR 97208-3623	Salem, OR 97306
Voice: 503-808-2970	Voice: 503-375-5611
fduran@fs.fed.us	Jeffrey_gordon@blm.gov

24. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Agencies to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Agencies and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

25. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

26. AUTHORIZED REPRESENTATIVES. By signature below, the Agencies certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the Agencies have executed this Agreement as of the last date written below.

BUREAU OF LAND MANAGEMENT

By: Elaine M. Brong
ELAINE M. BRONG
Title: State Director

Date: 11/03/06

UNITED STATES FOREST SERVICE

By: _____
LINDA GOODMAN
Title: Regional Forester

Date: 11/2/06