

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

ORS000-TS11-301
North Fork Overlook

Date: June 24, 2011

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. The timber sale will commence at 9:00 a.m., on Wednesday, July 27, 2011.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Gazette-Times on or about June 29, 2011. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

SCALE SALES: The estimated volume listed herein, in 16-foot logs, is based on a variable plot cruise except for the right of way area which is based on a 100% cruise. The estimate of volume is used solely as an administrative aid for determining when payments are due, value of timber subject to any bonding provisions, timber sale appraisal, and other purposes specified in various sections of the contract. Sale volumes will be scaled, graded and determined by a certified third party scaling organization (TPSO) scaler. The scaling rules will be according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale and as specified in the contract. BLM scale varies significantly from the official log scaling and grading rules used by Columbia River Scaling Bureau and other Bureaus. Payment for timber sold under these contracts will be based on units times the price per measurement unit as shown on Exhibit B together with the terms and conditions listed therein, and may be more or less than the total bid purchase price. For further information see the Timber Sale Prospectus.

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

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

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

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CONTRACT TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

Attachments:

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

TIMBER SALE NOTICE

THIS IS A SCALE SALE

SALEM DISTRICT
MARY'S PEAK RESOURCE AREA
ALSEA-RICKREALL MASTER UNIT

SALE DATE: July 27, 2011

CONTRACT NO. ORS000-TS11-301, NORTH FORK OVERLOOK TIMBER SALE

BENTON COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$62,500.00.
All timber designated for cutting on NW¼NE¼, S½NE¼, NW¼, SW¼, SE¼, Section 17; NE¼NE¼, Section 19, T. 13 S., R. 7 W., W.M.

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

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
46,379	10,319	22,019	Douglas-fir	12,364	\$50.50	\$624,382.00
46,379	10,319	22,019	Totals	12,364		\$624,382.00

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

CRUISE INFORMATION: The timber volumes were based on a variable plot cruise in Units 1 through 7, and a 100% cruise in the right-of-way areas of the Roads to be Constructed, using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 14.6 inches DBHOB; the average log contains 60 bd. ft.; the total gross volume is approximately 12,870 MBF; and 96% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

CUTTING AREA: Seven units totaling approximately 329 acres shall be partial cut and approximately 1 acres of right-of-way shall be clearcut. Acres shown on Exhibit A have been computed using a Trimble GeoXT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

CONTRACT TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: The North Fork Overlook Timber sale is located approximately 12 air miles from Philomath, Oregon. From Philomath, travel approximately 11 miles on Highway 34. Turn right onto Klickitat Road, 13-7-10. Travel approximately 3 miles on the Klickitat Road and arrive in contract area.

See general vicinity map and Exhibit E for details.

ACCESS AND ROAD MAINTENANCE: Access is provided on Weyerhaeuser Company, Starker Forests and Bureau of Land Management controlled roads. In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation of twenty-seven thousand nine hundred nineteen and 27/100 dollars (\$27,919.27) for timber and mineral haul.

In the use of Weyerhaeuser Company controlled roads – Weyerhaeuser Company maintenance, the Purchaser shall enter into a license agreement with Weyerhaeuser Company and pay to Weyerhaeuser Company a road maintenance and rockwear fee of fifteen thousand eight hundred ninety-two and 58/100 dollars (\$15,892.58), a road use obligation of twenty-four thousand six hundred twelve and 00/100 dollars (\$24,612.00), carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and a performance bond in the sum of \$5,000.00 for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, and Starker Forest controlled roads – Purchaser Maintenance, and Weyerhaeuser Company controlled roads - Purchaser Maintenance the Purchaser will be required to perform maintenance on approximately 2.75 miles of renovated and constructed roads and pay a maintenance obligation for rockwear in the amount of four thousand thirty-five and 94/100 dollars (\$4,035.94) for timber and mineral haul.

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

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

1. Construction:

Road P1, 1,070 feet, 14-foot subgrade
Surfacing – Aggregate base course, depth 10 inches, useable width 12 feet

2. Renovation:

Road 13-7-10, MP 0.36 - 0.79, 2,270 feet, 16-foot subgrade
Surface blading and compacting; roadside brushing; culvert replacement; Surfacing - Aggregate surface course, depth 4 inches, useable width 14 feet

Road 13-7-10, MP 1.10 - 1.72, 3,274 feet, 16-foot subgrade
Surface blading and compacting; culvert replacement; improvement of existing drainage structures; ditch restoration; Surfacing - Aggregate surface course, depth 4 inches, useable width 14 feet

Road 13-7-10, MP 1.72 - 1.93, 1,109 feet, 16-foot subgrade
Surface blading and compacting; culvert replacement; improvement of existing drainage structures; ditch restoration; Surfacing - Aggregate surface course, depth 6 inches, useable width 14 feet

Road 13-7-10, MP 2.79 - 4.95, 11,405 feet, 16-foot subgrade
Surface blading and compacting; roadside brushing; culvert replacement; improvement of existing drainage structures; ditch restoration; Surfacing - Aggregate surface course, depth 4 inches, useable width 14 feet

Road 13-7-10, MP 4.95 - 5.29, 1,795 feet, 16-foot subgrade
Surface blading and compacting; roadside brushing; culvert replacement; improvement of existing drainage structures; ditch restoration; Surfacing - Aggregate surface course, depth 6 inches, useable width 14 feet

Road 13-7-16.5, 1,108 feet, 14-foot subgrade
Roadside brushing; useable width 12 feet

Road 13-7-18.1, 1,162 feet, 14-foot subgrade
Surface blading and compacting; roadside brushing; Surfacing - Aggregate surface course, depth 8 inches, useable width 12 feet

Road 13-7-21.6, 8,500 feet, 14-foot subgrade
Surface blading and compaction; roadside brushing; spot rock as directed by Authorized Officer; useable width 12 feet

3. Estimated Quantities:

Clearing:

1.0 acres of new construction

Excavation:

1,945 cubic yards of common

Culvert and Flume:

251 feet of 24 inch culvert
45 feet of 24 inch downpipe
40 feet of 30 inch culvert
60 feet of 48 inch culvert
50 feet of 18 inch plastic culvert

Aggregate Material:

Quantity:	Description:
681 cubic yards	1 ½" minus crushed rock
7,160 cubic yards	3" minus crushed rock
150 cubic yards	Rip rap

Rock Source: Community Source – loose yards

Watering: 102,000 Gallons For road compaction

Rolling: 32 Hours

SPECIAL ATTENTION ITEMS:

- Sec. 40.a-g - Reserved Timber
- Sec. 41.f - Stream Protection Zone Requirements
- Sec. 41.g - Skyline Yarding Requirements
- Sec. 41.h - Ground-based Yarding Requirements
- Sec. 41.i. - Aerial Yarding Requirements
- Sec. 41.k - Log Length Restriction
- Sec. 41.m - Yarding allowed in Reserve Area
- Sec. 41.n - Restricted Operating Area
- Sec. 41.o-p - Seasonal Restriction
- Sec. 41.q - Flagger Requirement
- Sec. 41.u-v - Road Construction and Renovation Seasonal Restriction
- Sec. 41.x - Disposal of Starker Forests Timber on P₁
- Sec. 41.y-z - Roads Authorized for Use – Bureau of Land Management Maintenance, Road Maintenance and Rockwear Fees Payable to Bureau of Land Management (\$27,919.27)
- Sec. 41.aa-cc - Roads Authorized for Use – Purchaser Maintenance, Rockwear Fees Payable to Bureau of Land Management (\$4,035.94)
- Sec. 41.dd - Roads Authorized for Use and Compliance with R.W.A. S-805. Rockwear and Road Use Fee Payable to Weyerhaeuser Company (\$40,504.58)
- Sec. 41.ee - Estimated Rockwear and Road Use Fee for Scale Sale

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

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

-The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

-Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;

-Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;

-The use of unilateral modifications executed by BLM for such additional timber and replacement timber;

-Revocation of the purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,

-It is estimated that approximately 594 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal

SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Road Renovation & Construction												
In-Stream Work Period												
Ground-based Yarding												
Skyline Yarding												
Road Construction in Restricted Operating Area												
Log Hauling												
Restricted Operating Area												
Generally allowed												
Generally not allowed – or restriction applies												

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 40. RESERVED

- a. All timber on the Reserve Areas shown on Exhibit A and all painted orange or posted trees which are on or mark the boundaries of the Reserve Areas and/or right-of-way areas of the Roads to be Constructed.
- b. All trees marked with orange paint in the Partial Cut Areas shown on Exhibit A.
- c. All preexisting down logs in the Partial Cut Areas shown on Exhibit A.
- d. All snags in the Partial Cut Areas shown on Exhibit A, except as otherwise provided in this contract.
- e. All trees in the Partial Cut Areas shown on Exhibit A other than Douglas-fir.
- f. Three (3) trees marked with orange paint and with a yellow SEED TREE tag in the Partial Cut Areas shown on Exhibit A. These trees are selected as 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 total loss to the Government including any loss in value as a superior seed source.
- g. All trees under seven (7) inches DBHOB not designated for cutting.

Sec. 41. Special Provisions

LOGGING

a. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the Contract Area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or

delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a prework conference.

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

d. All snags located in the Partial Cut Areas shown on Exhibit A that must be felled to comply with Sec. 28, Safety and Health of this contract shall be felled by the Purchaser.

e. No trees may be felled in or into the Reserve Areas on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract. Tops, limbs, and other logging debris entering the Reserve Areas from felling operations shall be pulled back into the Partial Cut areas shown on Exhibit A.

f. All trees designated for cutting which are within one hundred (100) feet of the Stream Protection Zones shall be felled away from the Stream Protection Zones. Trees or portions of trees falling within any Stream Protection Zone shall be reserved from removal.

g. In the Partial Cut Area - Skyline Yarding shown on Exhibit A, yarding shall be done with a standing skyline-type cable system. The skyline-type system shall be equipped with a clamping, energized or mechanical slackpulling carriage capable of yarding fifteen hundred (1,500) feet slope distance from the landing and having at least seventy-five (75) feet lateral yarding capabilities. 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 spaced an average of one hundred fifty (150) feet apart at the point where the skyline intersect the Partial Cut Area boundaries. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer. The Purchaser shall directionally fall trees into the lead with the yarding direction. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees, intermediate supports, and use of tailholds outside the Partial Cut Areas shall be required where necessary to meet this requirement.

h. In the Partial Cut Area – Ground-Based Yarding shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Skid roads shall generally be restricted to slopes less than 35% and be located perpendicular to the slope to minimize road cutting. Skid roads shall be spaced no closer than one hundred fifty (150) feet apart unless otherwise agreed to by the Authorized

Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. No yarding equipment shall be permitted to operate off these skid roads.

i. In the Partial Cut Area – Aerial Yarding shown on Exhibit A, all yarding shall be done with an aerial system. A dropline with a minimum length of two hundred (200) feet shall be required. Logs to be yarded shall be lifted vertically to a height above the adjacent trees without horizontal movement. All multiple log turns shall be vertically lifted from a small enough radius to result in minimal damage to the residual forest stand as determined by the Authorized Officer. A Fuel Spill Contingency Plan, approved by the Authorized Officer prior to any operations, for storage and transportation of petroleum products shall be required. The spill plan shall conform to all applicable federal and state requirements. No fuel shall be stored closer than two hundred (200) feet to any stream.

j. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of the 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 the following conditions must be met:

1. All skid roads and 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 contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road and/or cable yarding road shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to 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 blue or green colored 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 Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that all trees other than Douglas-fir otherwise reserved in Section 40 of the contract or any Douglas-fir tree that exceeds twenty-four (24) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized

Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under 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.

5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

6. 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.

k. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (40) feet before being yarded.

l. No yarding or loading is permitted in or through the Reserve Area shown on Exhibit A, except as otherwise provided in this contract.

m. Skyline yarding shall be permitted through the Reserve Area in the approximate location in which yarding is allowed in Reserve Area as shown on Exhibit A.

n. No yarding or falling or helicopter operations shall be conducted in the Restricted Operating Area shown on Exhibit A between April 1 and September 15 of each calendar year, both days inclusive.

o. No ground-based yarding shall be conducted on the Partial Cut Areas - Ground-Based Yarding shown on Exhibit A between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.

p. No skyline yarding shall be conducted on the Partial Cut Areas - Skyline Yarding shown on Exhibit A between April 15 and July 15 of each calendar year, both days inclusive, or during any period of high sap flow as determined by the Authorized Officer.

q. The Purchaser shall provide two (2) flaggers to control traffic on Road 13-7-10 where it passes through the Contract Area whenever felling, bucking, and aerial yarding operations are in progress in that area.

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

s. Within thirty (30) feet of the edge of each landing and in areas of heavy slash accumulations along all roads adjacent to the Partial Cut Areas shown on Exhibit A, all logs, tops, and debris shall be decked or windrowed as directed by the Authorized Officer, except logs sold and removed from the Contract Area. No landing debris shall be dozed off the landings and covered with dirt. Piles shall not be closer than ten (10) feet from reserve trees and snags or twenty-five (25) feet from unit boundaries. Upon completion of piling the Purchaser shall prepare the piles for burning by securely covering each pile with polyethylene plastic film a minimum of 0.004 inch thick and at least ten (10) feet wide by ten (10) feet long. Covering shall be anchored to the satisfaction of the Authorized Officer. The Purchaser shall be required to furnish the covering materials.

ROAD CONSTRUCTION, RENOVATION, MAINTENANCE AND USE

t. The Purchaser shall construct approximately 1,070 feet of new road and renovate approximately 30,005 feet of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

u. No road construction or renovation shall be conducted on the Contract Area shown on Exhibit A between October 31 of one calendar year and May 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

v. No road construction shall be conducted in the Restricted Operating Area shown on Exhibit A between October 31 of one calendar year and August 5 of the following calendar year, both days inclusive.

w. Any required road construction and renovation shall be completed and accepted prior to the removal of any timber over that road.

x. Any timber marked heretofore by the Government with green paint above and below stump height which is located on Starker Forests, Inc. lands along the P₁ road shown on Exhibit E, the Purchaser shall cut and deck timber on Starker Forests, Inc. property at easily accessible decking areas as directed by the Authorized Officer.

y. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which is under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 41.z. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
13-7-10 seg. B-E,G-H,K ₁ -K ₅	3.76	Bureau of Land Management	Aggregate Base Course

z. Provided, that the Purchaser shall pay the Government a road maintenance obligation of twenty-seven thousand nine hundred nineteen and 27/100 dollars (\$27,919.27) for the transportation of timber included in the contract price and the hauling of rock as required in Exhibit C over said roads. Unless the total maintenance amount is paid prior to commencement of operations on the Contract Area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.

aa. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management, Weyerhaeuser Company, and Starker Forests, for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C provided that the Purchaser comply with the conditions set forth in Section 41.cc and pay the required rockwear obligation described in Section 41.bb. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
P ₁	0.33	Bureau of Land Management	Aggregate Base Course
13-7-21.6	1.61	Starker Forests	Aggregate Base Course
13-7-18.1 seg. A ₁	0.22	Weyerhaeuser Company	Aggregate Base Course

bb. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of four thousand thirty-five and 94/100 dollars (\$4,035.94) for the transportation of timber included in the contract price and for the transportation of any mineral material required under the terms of the contract over roads listed in Section 41.aa. The amount of rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds five hundred (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

cc. The Purchaser shall perform any road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part thereof.

dd. In the use of the road listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-805 between the United States of America and Weyerhaeuser Company. These conditions include: Payment to Weyerhaeuser Company a road use obligation of twenty-four thousand six hundred twelve and 00/100 dollars (\$24,612.00) and a road maintenance and rockwear obligation of fifteen thousand eight hundred ninety-two and 58/100 dollars (\$15,892.58) payable at the time indicated in the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of this road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall

be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$5,000.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
13-7-10 Seg. A,F,I-J,L ₁ ,L ₂	1.87	Weyerhaeuser Company	Aggregate Base Course
13-7-18.1 Seg. A ₁	0.10	Weyerhaeuser Company	Aggregate Base Course
13-7-21.6 Seg. B	0.13	Weyerhaeuser Company	Aggregate Base Course
13-7-16.5	0.21	Weyerhaeuser Company	Aggregate Base Course

ee. The Purchaser shall pay an estimated road maintenance fee for the License Agreement specified in Section 41.dd, per thousand board feet log scale per mile for the use of roads specified in Section 41.dd. The total maintenance fee due to the Licensor shall be based upon volumes determined pursuant to Section 2 and 3 of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser (Licensee) shall give written notice to the Authorized Officer and Licensor 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 from each unit. The Purchaser will be required to label, with permanent ink marker, each load ticket book with the corresponding haul road name as directed by the Authorized Officer. The Licensee shall comply with the terms of the License Agreement for the use of roads listed in Section 41.dd, for the payment of fees and final fee reconciliation with the Licensor upon report of final volume removed as determined by the Authorized Officer.

ff. The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

gg. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Exhibit E 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.

ENVIRONMENTAL PROTECTION

hh. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discover, encounter, or become aware of any objects or sites of cultural value on the Contract Area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

ii. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall complete grass seeding on exposed soil on all skyline roads, ground-based skid roads, and landings as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser.

Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (<i>Festuca rubra</i>)	100%
Oregon Certified Seed (Blue Tag)	
Purity	95% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to forty (40) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

jj. In addition to the requirements set forth in Sec.25 of this contract, in order to reduce or prevent the spread of noxious weeds to BLM lands, all road construction, piling, and ground-based logging equipment including loaders shall be cleaned of all plant parts and soil prior to entry onto BLM lands. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

kk. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars on ground-based skid roads and block them to vehicular traffic as directed by the Authorized Officer. The location of water bars shall be approved by the Authorized Officer prior to construction.

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

- (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (2) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

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

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

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the

Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect 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.

FIRE PROTECTION

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

1. Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
2. Provide and maintain in good repair, on the Contract Area, the following equipment for use during periods of fire danger:
 - (a) Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the Contract Area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each person working on the Contract Area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - (b) At each landing or such other place as the Authorized Officer shall designate during periods of operation, one fire engine of one thousand (1,000) gallons or more capacity with five hundred (500) feet of 1 ½ inch hose, five hundred (500) feet of 1 inch hose, 1-1½ inch gated wye, one 1 inch gated wye, 2 - 1½ to 1 inch reducer adapters and 3 - 1 inch nozzles. The fire engine shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either PTO driven or truck mounted auxiliary engine driven. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire engines shall be filled with water and made available for immediate use. This includes the keys or similar starting device to the fire engine.
 - (c) Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.
 - (d) A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckler using a power saw on the Contract Area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

3. 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.
4. During ODF regulated use closure, no smoking shall be permitted outside of closed vehicles.

LOG EXPORT RESTRICTION

nn. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

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

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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

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

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In

addition, the Purchaser is required under the terms of this contract, to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

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

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

EQUAL OPPORTUNITY IN EMPLOYMENT

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, offer, or contract number
or other identification

ORS000-TS11-301

EQUAL OPPORTUNITY IN EMPLOYMENT
CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

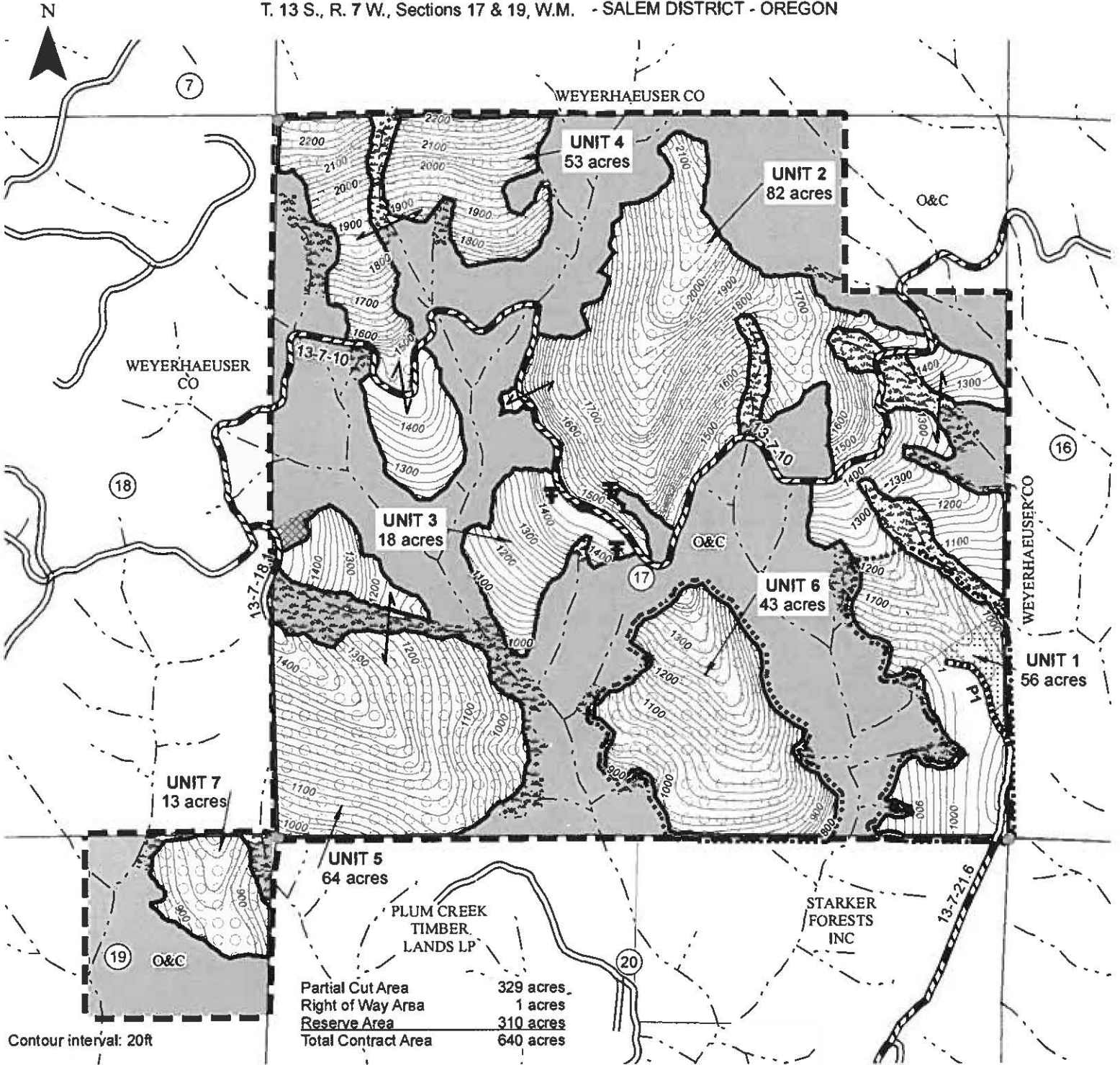
not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS11-301

EXHIBIT A

T. 13 S., R. 7 W., Sections 17 & 19, W.M. - SALEM DISTRICT - OREGON



Partial Cut Area	329 acres
Right of Way Area	1 acres
Reserve Area	310 acres
Total Contract Area	640 acres

Contour interval: 20ft

- Existing Road
- Right of Way Road to be constructed and decommissioned
- Road to be renovated
- Stream Protection Zone
- Partial Cut Area - Aerial Yarding
- Partial Cut Area - Ground-Based Yarding
- Partial Cut Area - Skyline Yarding
- Restricted Operating Area
- Yarding allowed in Reserve Area
- Stream
- Seed tree
- Found Corner
- Boundary - Cutting Area
- Boundary - Contract Area
- Reserve Area

NOTES: Boundary of partial cut areas and rights of way of roads to be constructed and roads to be renovated 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.



**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 Section 3.(d). of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. 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 Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	

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 the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	5 inches	33 1/3% of gross volume of any log segment

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 the 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 and the value in Section I of this Exhibit.

III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

A. **Log Rule and Measurement** - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. Log scaling procedures including sample design shall be determined by the Contracting Officer in accordance with standard BLM sampling methods.

B. **Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

C. **Other Timber** - 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 Standard BLM methods.

D. 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. of the contract.

E. Log Presentation - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

F. Check Scale - The Government shall conduct check scales as set forth in the following section.

Normally a check scale shall include at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards shall be used to determine the proficiency of individual scalers.

Gross Scale. A variance of one and one half (1½) percent in gross scale is the standard unless otherwise justified.

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

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 BLM shall 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 shall be made by BLM. Such adjustments shall be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference shall be applied shall 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.

G. Accountability

1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs shall be painted and branded at the landing and accounted for in accordance with Sec. 41.nn 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. 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. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
3. The Purchaser shall not haul logs 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 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 41.b of the contract).

4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. 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 and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.

5. All loads shall be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs shall be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.

6. Any removal of logs from loaded trucks before being accounted for and/or scaled 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 amount due because of trespass.

7. In the event that BLM logs arrive at the log yard after daily scaling operations, an Overnight Load Control Record, Exhibit B page 5, will be completed by the Scale Site Authorized Representative. Before any BLM loads are released for scaling the BLM contract scaler or a BLM authorized representative shall complete the record and attach the form to the load receipt.

H. **Scaling Lost Products** - The value of lost loads 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 shall be determined from the closest month in which loads were scaled.

V. **Estimated Volumes and Values** - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber 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. **Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber 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. **Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed shall 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:

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume Per Acre	Total Volume	Value Per Acre	Total Value
Unit 1	56	39.9	2,232		
Unit 2	82	41.1	3,369		
Unit 3	18	60.3	1,086		
Unit 4	53	41.7	2,212		
Unit 5	64	25.2	1,614		
Unit 6	43	26.2	1,126		
Unit 7	13	51.3	667		
Right-of-Way	1	58.0	58		
Sale Total	330	37.5	12,364		

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Sale Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler shall fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner shall be required to sign.
3. Unless otherwise agreed, scaler shall attach this form to the Load Receipt.

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Sale Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
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3. Unless otherwise agreed, scaler shall attach this form to the Load Receipt.

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

Road Specifications

Road Number (Name)	Class SN-	New Construction	Renovation	Decommissioning
P ₁	14	0.20 mile (10+70)		0.20 mile (10+70)
13-7-10 (Klickitat)	16		3.76 mile (198+52)	
13-7-16.5	14		0.21 mile (11+08)	
13-7-18.1	14		0.10 mile (5+45)	
13-7-21.6 (Incense Cedar)	14		1.61 miles (85+00))	

Table of Contents

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GENERAL - 100

101 - Prewrite Conference:

A prework conference will be held prior to the start of new road and landing construction, road renovation, and decommissioning operations. The Purchaser shall request the conference at least one week prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative, subcontractor and/or his representative, and the Authorized Officer and/or his representative.

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors. The prework conference shall be conducted at the worksite unless otherwise agreed upon by the Authorized Officer.

102 - Definitions:

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

Aggregate 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.

ASTM - American Society for Testing and Materials.

BLM - Bureau of Land Management

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

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).

GENERAL - 100 - Cont'd

Fill – See “Embankment”.

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

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

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 agents, employees, or contractors.

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

Road Centerline - Longitudinal center of roadbed.

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

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

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 (top of cut).
Synonym - road prism.

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.

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.

GENERAL - 100 - Cont'd

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

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

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

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

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.

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.

GENERAL - 100 - Cont'd

AASHTO T 99 Relationship between soil moisture and maximum density of soil.
Method A - 4" mold, soil passing a No. 4 Sieve.
25 blows/layer & 3 layers.
Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56
blows/layer and 5 layers.

AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or
graded aggregate.

AASHTO T 210 Durability of aggregate based on resistance to produce fines.

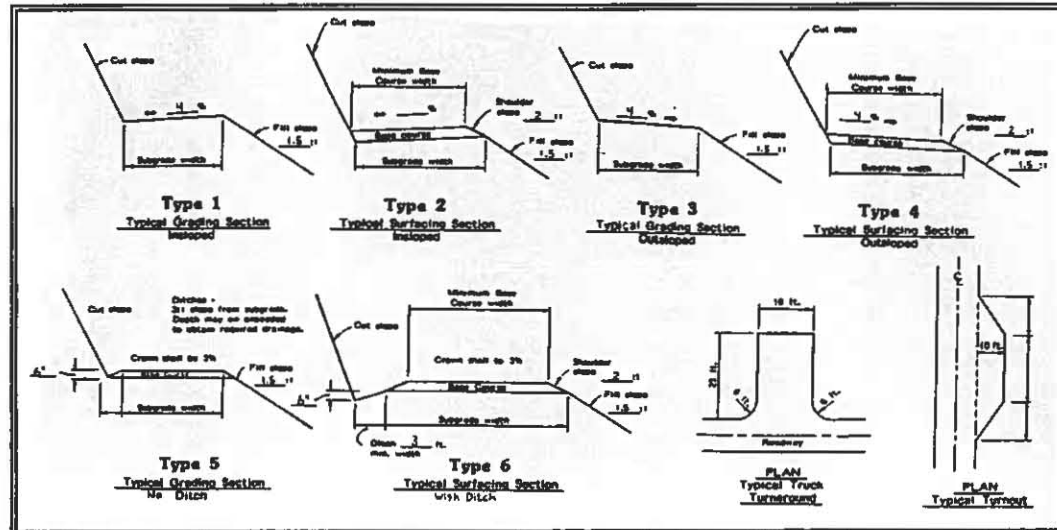
- 103 - Compaction equipment shall meet the following requirements:
- 103f - Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.
- 103i - Other. Compaction equipment approved by the Authorized Officer for use on compaction of subgrade, embankment, and base course aggregate.
- 105 - All equipment shall be cleaned prior to initially entering or operating on BLM lands. The equipment shall be free of noxious weed seed, external petroleum residue, caked on dirt or grime, and other contaminants. Any leakage or contamination risk shall be corrected prior to continuing operation.

150: ROAD PLAN AND DETAIL SHEET

Road Number	From: Mile Post	To: Mile Post	Length: In Feet	Typical Section Type	Road Width		Clearing Width Beyond			Aggregate Surfacing and Base Course				REMARKS
					Minimum Subgrade	Ditch Depth	Top Cut	Toe Fill	Edge Road	Minimum Width	Compact Depth	Grading Size	Number of Lifts	
P1	0.00	0.20	1,070	4	14'				5'	12'	10"	B	3	Reserve three rootwads at the beginning of road, for use during decommissioning (see Subsection 2601a). Includes aggregate for 50' wide surfaced pad on 100' wide landing.
13-7-10	0.36	0.79	2,270	5	16'					14'	4"	A	1	
	1.10	1.72	3,274	5	16'					14'	4"	B	1	
	1.72	1.93	1,109	5	16'					14'	6"	B	2	Additional depth in soft area
	2.79	3.67	4,646	5	16'					14'	4"	B	1	
	3.67	4.95	6,758	4	16'					14'	4"	B	1	Includes 200 yd ³ Grading B aggregate to be used to fill in portions of road that pool, sloping for drainage.
	4.95	5.29	1,795	4	16'					14'	6"	B	2	
13-7-16.5	0.00	0.21	11+08	As is	14'					12'		B		Purchaser expense to improve if helicopter landing is utilized
13-7-18.1	0.00	0.10	5+45	4	14'					12'	8"	B	2	
13-7-21.6	0.00	1.61	85+00	As is	14'					12'	4"	B	1	

Note: As described in Exhibit D, place 800 yd³ of maintenance rock at sites approved by the Authorized Officer.

NOTES



- Extra Subgrade Widths:** Add one foot to each fill shoulder for fills of 1-6 feet and 2 feet for fills greater than 6 feet in height.
- Surface Type:**
 PRR - Pit run rock
 GRR - Grid rolled rock
 SRN - Screened rock
 JRR - Jaw run rock
 ABC - Aggregate Base
 ASC - Aggregate Surface
- Grading:**
 A - 1½" (ASC)
 B - 3" (ABC)
- Turnouts:** Width = 10 feet in addition to subgrade width, or as shown on the plans.
- Surfacing:** Turnouts, curve widening, and road approach aprons shall be surfaced.
- Clearing Width:** As posted and painted for Right-of-Way.

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 posted on the ground. Any generated slash shall be scattered in accordance with Subsections 210, 210a, 210b, and 213.
- 202 - Where clearing limits have not been posted, established by these specifications or shown on the plans, the limits shall extend 3 feet back from the top of the cut slope and 0 feet out from the toe of the fill slope. Embankment material is permitted to cover the bole of reserve trees to a depth of up to 3 feet without cutting.
- 202a - Any clearing on private land that hasn't been previously designated, must be approved by the landowner prior to beginning associated operations.
- 203 - Clearing shall consist of the removal and disposal of trees, logs, grubbed stumps, rotten material, brush, other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsections 201, 202 and 202a.
- 203a - Brush less than 2 feet in height and growing within the bounds established for clearing, need not be cut when located beyond the limits of the excavation and embankment.
- 203b - Standing trees and snags which need to be cleared, shall be felled within the limits established for clearing unless otherwise approved by the Authorized Officer.
- 203c - Any tree cut on private land shall be limbed, bucked to the length designated by the land owner, and decked at sites approved by the Authorized Officer.
- 203d - The landowner shall be notified by the Purchaser prior to cutting any trees outside of the clearing limits on private land.
- 203e - Right-of-way logs shall not be decked against reserve trees without prior approval from the Authorized Officer.

CLEARING AND GRUBBING - 200 - Cont'd

- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, as well as protruding obstacles remaining as a result of the clearing operation, in accordance with Subsections 204a, 204b, 204c, and 204d. Undisturbed stumps, roots and other solid objects shall be grubbed to a minimum of 3 feet below subgrade. Slope surfaces and embankments are excepted.
- 204a - Stumps, including those overhanging cutbanks, as well as windfall trees overhanging the cut-slopes, shall be removed within the required excavation limits.
- 204b - Stumps and other protruding objects shall be completely removed within the excavation and embankment limits.
- 204c - Roots and imbedded wood shall be removed to a depth of not less than 1 foot below the subgrade surface or sloped surface.
- 204d - On areas to be occupied by embankment material, no portion of any stump shall remain within 3 feet of the constructed subgrade surface or sloped surface.
- 205 - Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- 210 - Clearing and grubbing debris shall be scattered over government owned lands outside of established clearing limits in accordance with Subsections 210a, and 210b, and in a manner acceptable to the Authorized Officer.
- 210a - Disposal of any clearing and grubbing debris generated on non-government property, shall be scattered outside clearing limits in a manner acceptable to the Authorized Officer.
- 210b - Scattering of debris shall be accomplished in a manner that doesn't create safety hazards or negatively impact the felling, bucking, yarding, decking, or loading operations.
- 211 - Three rootwads grubbed from within the clearing limits of the new construction and road renovation work, shall be reserved for use in blocking the entrances to the P₁ road following it's decommissioning. See Subsection 2601a for details.
- 213 - Clearing and grubbing debris shall be carefully scattered so that no material remains lodged against, or causes damage to reserve trees.

EXCAVATION AND EMBANKMENT - 300

- 301 - This work shall consist of excavating; placing backfilling, borrowing, ditching, grading, outsloping, crowning, and compacting of embankment material; disposal of excess and unsuitable materials; placement of riprap at culvert installation sites; and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on Section 150: Road Plan and Detail Sheet.
- 302 - Excavation and embankment work is restricted to the period of May1 through October 31, unless otherwise approved by the Authorized Officer.
- 303 - Suitable material obtained during excavation shall be used in the formation of the embankment, which includes the subgrade, shoulders, and fill slopes associated with road and landing construction and renovation, as well as culvert replacement backfill.
- 304 - Borrow, if needed, shall consist of suitable material required for the construction of embankments, restoring the roads running surface, or for other required work. Such material shall be obtained from sources selected by the Purchaser at his option, and approved by the Authorized Officer.
- 305 - Embankment construction shall consist of the placement of excavated material, backfilling, leveling, grading, compaction, and other earthmoving work necessary for the construction of roadways and landings, as well as culvert installations, in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305a - Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material, and other deleterious materials, and shall be placed and compacted as specified.
- 305b - Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, roots, 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, and the final subgrade shall be moistened or dried to a uniform optimum moisture content suitable for maximum density and compacted to full width with compacting equipment conforming to requirements of Subsections 103f and 103i. Compaction shall cover the full width of the embankment, and continue until visible displacement ceases.
- 306 - Embankment and borrow placement at all culvert installation and draindip construction sites shall be placed in conformance with Subsection 305b.

EXCAVATION AND EMBANKMENT - 300 - Cont'd

- 313 - Where boulders or solid rock are encountered at or near subgrade, the rock shall be excavated to a minimum depth of six (6) inches below subgrade elevation, and the excavated area backfilled with suitable material, and compacted to match surrounding materials.
- 314 - When heavy clays, muck, clay shale, or other deleterious materials are encountered in cuts at subgrade elevation, it shall be excavated to a minimum depth of 2 feet below the subgrade and backfilled with a select 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 305b. Unsuitable material shall be disposed of in the manner described in Subsections 321 and 321a.
- 320 - Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the Section 150 Sheet and meeting the requirements of Subsections 505 and 505a.
- 321 - Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water and must be placed a minimum 100 feet from any flood plain, or on steep or unstable slopes. Such materials shall be disposed of in accordance with Subsection 321a.
- 321a - 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. Disposed materials shall be sloped to drain, shaped, and compacted in a neat and sightly condition acceptable to the Authorized Officer. Grass seed meeting the standards stated in Subsection 1804 shall be applied by the Purchaser.
- 324 - Embankment material shall not be allowed to cover boles of standing trees to a depth exceeding 3 feet on the uphill side of the tree.
- 327 - The finished grading and compaction shall be approved by the Authorized Officer prior to beginning aggregate placement. The Purchaser shall give the Authorized Officer a minimum 3 day notice prior to final inspection of the grading and compaction operations.
- 330 - Class 3 Riprap meeting the gradation requirements shown on the table in Subsection 506 shall be placed at the locations and in the quantities shown in Subsection 506a.
- 330a - At culvert installation sites where riprap exists, conserve the material for reuse as slope armor.

DRAINAGE STRUCTURES – 400

401 - This work shall consist of furnishing and installing aluminized corrugated metal pipe and downpipe with field cut Turner elbows in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Additional drainage structures 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. Pipe culvert and draindip work shall be accomplished at the following locations:

Road No. (Name)	Mile Post	Diameter (inch)	Length (feet)	Gage	Culvert Removal	Grading B Aggregate (cubic yard)	Remarks
13-7-10 (Klickitat)	0.47	24	44	16	18"x 40'	10	
	0.66	24	36	16	18"x 30'	10	Install 15' outlet downpipe. Install one set of support posts midway on downpipe. Construct minimum 2' deep, 3' wide ditch 30-feet beyond pipe to channel water from the source to the inlet.
	1.34	24	60	16	--	10	
	1.78	18	50	--	18"x 24'	10	Install 18"x 20' double wall plastic culvert on inlet end, with 18"x 30' single wall corrugated plastic culvert on banded together beneath the fill. Lower the inlet elevation of the new installation a minimum 2-feet to capture all the seep flow. Lower the outlet elevation a minimum 4-feet to the base of the instability, allowing the remnant section of single wall pipe to extend down the slope, exposed as a downpipe would be. Install two sets of support posts, equally distributed, on the exposed portion of pipe. See Subsection 509 for additional details.
	2.96	30	40	16	24"x 40'	10	Bevel inlet. Machine place 30 yd ³ Class 3 riprap in outlet scour.
	3.04	--	--	--	--	--	Remove damaged 10' downpipe and replace with 15' aluminized downpipe. Install one set of support posts midway on downpipe.
	3.24	24	44	16	18"x 40'	10	Machine place 20 yd ³ Class 3 riprap at outlet end to stabilize sloughing fill slope.
	3.30				12"x 24'		Crimp, or otherwise plug, pipe inlet and backfill catchbasin.

DRAINAGE STRUCTURES – 400 - Cont'd

Road No. (Name)	Mile Post	Diameter (inch)	Length (feet)	Gage	Culvert Removal	Grading B Aggregate (cubic yard)	Remarks
13-7-10 (Klickitat)	3.31	24	34	16	--	10	Install 15' downpipe. Install one set of support posts midway on downpipe. Construct 2' deep ditch 30-feet beyond pipe to capture any flow.
	4.31	48	60	12	42"x40'	30	Bevel inlet. Steepen pipe gradient by lowering outlet end a minimum 6-feet . Stabilize scoured area with 70 yd ³ Class 3 machine placed riprap to bolster against increased velocity resulting from steepened pipe gradient, and to reduce bank raveling and maintain road width.
	4.77	24	3	16	24"x 3' Section	--	Remove 3-feet of damaged 24" culvert outlet end, and replace with the same length of new aluminized culvert.
	4.83	24	30	16	--	10	Machine place 30 yd ³ Class 3 riprap to stabilize outlet fillslope.

- 401a - At culvert installation sites where riprap and surface aggregate currently exist, those materials shall be conserved for reuse as slope armor, culvert bedding (where needed), and surface base rock in the upper limits of the trench backfill.
- 401b - The aggregate quantity listed on the above table, shall be evenly distributed within the upper limits of the excavated area at culvert installation sites. For those segments of road which will also receive a lift of aggregate, the combined depth will be required.
- 401c - Any culvert installation site with the existence of stream flow shall be dewatered prior to beginning operations, in a manner approved by the Authorized Officer.
- 401d - Prior to beginning operations on any culvert installation where water is present, a dewatering plan shall be prepared by the Purchaser, and approved by the Authorized Officer.
- 402 - Culvert replacement work is restricted to the period of May 1 through October 31, unless otherwise approved by the Authorized Officer.
- 403 - As a minimum, culverts shall be installed at gradients no less than the inflowing stream, ditch, the pipe being replaced, or 10%, whichever is greatest. Replacement culverts shall be skewed to match those being removed. On roads with grades exceeding 5%, new culvert installations shall be skewed down grade at 30° as measured from perpendicular to the centerline on ditch relief culverts, skewed to the angle of the channel on intermittent or perennial stream crossings, or as otherwise determined by the Authorized Officer.

DRAINAGE STRUCTURES – 400 - Cont'd

- 404 - Damage to the spelter, or bum back in excess of $\frac{3}{8}$ inch, shall be wire brushed and painted with two coats of aluminum-rich paint on aluminum or aluminized pipe.
- 405 - Corrugated-aluminized pipe culverts shall conform to the requirements of AASHTO M 196.
- 406a - Aluminized hat bands shall be used on round pipe with reformed rolled ends and flanged specifically to receive these bands, on all pipes 36" in diameter or smaller.
- 406b - Aluminized "Hugger"-type coupling bands shall only be used with annular corrugated pipe or helically corrugated pipe having annular reformed ends. Each annular reformed end shall consist of a minimum 2 annular corrugations. "Hugger"-type bands shall only be used on pipes greater than 36" diameter, unless otherwise approved by the Authorized Officer.
- 406c - Tumer Type (field cut) elbow sections shall be used in conjunction with full-round pipe culvert downpipes and shall conform to the Exhibit C drawings. Alternative elbows shall be approved by the Authorized Officer prior to installation.
- 406d - Downpipe support posts shall be placed at the locations, and in the numbers shown on the Table in Subsection 401.
- 407 - Special sections, such as Tumer Elbows and downpipes, shall be constructed of minimum 16 gage aluminized full round corrugated culvert material, matching the diameter of the culvert to which they are joined.
- 408 - Pipe culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the type required in Subsections 406a and 406b, shall be installed to provide the circumferential and longitudinal strength necessary to preserve the pipe alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.
- 410 - All pipes shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged excessively, it shall be replaced at the Purchaser's expense.
- 411 - Trenches necessary for the installation of pipe culverts shall conform to the lines, grades, and dimensions described in Subsections 401 and 403. Follow OSHA safety regulations for sloping, shielding, or shoring the sides of culvert excavations.

DRAINAGE STRUCTURES – 400 - Cont'd

- 412 - Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum 12-inches below the invert grade for a width of at least one pipe diameter on each side of the culvert and shall be backfilled with select granular or fine readily compactable soil material.
- 413 - Pipe culverts shall be bedded on a select granular or fine readily compactable and stable soil material having a depth of not less than 3 inches. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.
- 413a - No stones with any single dimension exceeding 4-inches, shall be located within six inches of the pipe culvert barrel during compaction.
- 414 - The invert grade of the pipe bed 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.
- 423 - Culvert catch basins shall be excavated to a depth equal to the bottom of the culvert inlet with a minimum 3 foot bottom width.
- 424 - Riprap material shall meet the size requirements shown in Subsections 506. Riprap shall be placed at the locations and in the quantities shown on the table in Subsections 401 and 506a.
- 424a - Borrow material, if needed, shall be placed in the manner described in Subsection 306.
- 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 agreed to by the Authorized Officer.

RENOVATION OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparation of the roadbed for placement of aggregate, repairing a slide and hole in the existing roadbed, restoring the ditchline, and shaping and sloping the roadbed and associated shoulders for proper drainage. Where they currently exist, the drainage ditches shall be restored to a functional depth, sloped to avoid pooling, and cleared of obstacles to flow. Accumulated (or bermed) material along the outside edge of the shoulder shall be removed and the shoulder sloped for drainage. The vegetation shall be trimmed from cut and fill slopes where clearance and visibility are limited, and where it encroaches on the running surface.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

- 501a - Renovation work is restricted to the period of May 1 through October 31, unless otherwise approved by the Authorized Officer.
- 502 - Vegetation encroaching on the roadbed and drainage ditches on the following existing roads, shall be removed by cutting and disposed of in accordance with Exhibit C, Roadside Brushing Detail Sheet:

Road Number	From Mile Post	To Mile Post
13-7-10 seg's B-E	0.36	0.79
13-7-10 seg G-H	1.10	1.93
13-7-10 seg K	2.79	4.95
13-7-16.5	0.00	0.21
13-7-18.1	0.00	0.10
13-7-21.6	0.00	1.61

- 502a - Accumulated brush shall be scattered beyond the clearing limits and away from ditches, pipe culvert inlets and outlets
- 503a - Any tree cut as a result of renovation work shall be disposed of in the manner described in Subsections 203c and 203e.
- 503b - All trees and other required vegetation located within the posted Right-of-Way clearing limits, shall be removed prior to completing roadbed, cutslope, fillslope, ditchline, or drainage structure work.
- 503c - Any trees which need to be removed as a result of renovation which aren't located within posted clearing limits, shall be approved by the Authorized Officer prior to cutting. The trees shall be felled, limbed and bucked in the manner described in Subsections 203b, 203c, and 203d.
- 503d - Remove stumps or other vegetation which overhang the existing cutbanks, unless otherwise approved by the Authorized Officer. Accumulated non-merchantable logs, stumps, and slash shall be scattered beyond the clearing limits and away from ditches, pipe culvert inlets and outlets.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

- 504 - The existing road surface shall be scarified to its full width and to a depth of any surface irregularities (potholes, wheel rutting, boulder or rock removal, etc.) without contaminating the aggregate with subgrade material -- bladed, shaped, and compacted to the lines, grades, dimensions, and typical cross sections shown in Section 150: Road Plan and Detail Sheet. The Authorized Officer shall approve the completed aforementioned work prior to beginning aggregate placement.

- 504a - In areas of roadbed scarification, the road surface shall be uniformly moistened or dried to the optimum moisture content, and compacted with equipment meeting the requirements of Subsections 103f and 103i.

- 504b - Culvert installation sites shall be approved by the Authorized Officer prior to beginning placement of the aggregate surface and base course.

- 505 - Drainage ditches shall be restored to a minimum 18-inch depth (unless otherwise shown on the following table), with no slopes steeper than 2:1, and roots, stumps, rocks, and other projections removed to allow free flow without obstruction at the following locations:

Road Number (Name)	From Mile Post	To Mile Post	Ditch Depth (inches)	Bottom Width (inches)	Remarks
13-7-10 (Klickitat)	0.36	0.66	18	12	
	0.66	0.67	24	36	30' length beyond culvert installation to capture flow
	0.67	0.79	18	12	
	1.10	1.93	18	12	
	2.79	3.31	18	12	
	3.31	3.32	24	36	30' length beyond culvert installation to capture flow
	3.32	3.67	18	12	
	3.67	4.08	--	--	<i>outsloped road template⁽¹⁾</i>
	4.08	4.10	18	12	capture seep
	4.10	4.82	--	--	<i>outsloped road template⁽¹⁾</i>
	4.82	4.86	24	36	capture intermittent stream and seeps
	4.86	4.95	--	--	<i>outsloped road template⁽¹⁾</i>
4.95	5.29	--	--	retain existing template	

⁽¹⁾ Place 200 yd³ Grading B aggregate in existing ditches where water pools.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

- 505a - Drainage ditches shall be sloped toward the appropriate drainage structure in a manner that avoids pooling, and shall be cleared of obstacles to flow.
- 505b - Do not undercut existing cutslopes when constructing or improving ditchlines.
- 505c - Do not drift excavated ditch material across the roadbed without prior approval of the Authorized Officer.
- 505b - When improving existing ditches, avoid undercutting the cutslope to minimize bank raveling.
- 505c - Do not drift excavated ditch material across the roadbed without prior approval of the Authorized Officer. Rather, bunch material with a grader, and scatter bunches with an excavator to avoid loss of aggregate, and minimize contamination.
- 505d - Outsloped road template shall be constructed or restored at the following locations:

Road Number (Name)	From Mile Post	To Mile Post	Percent Outslope)	Remarks
13-7-10 (Klickitat)	3.67	4.08	4% maximum	Place 200 yd ³ Grading B aggregate in existing ditches where water pools first, otherwise where ditches aren't required (see Subsection 505)
	4.10	4.82		
	4.86	4.95		
P1	Full length		4%	

RENOVATION OF EXISTING ROADS - 500 - Cont'd

- 506 - Class 3 Riprap material shall originate from a commercial source unless otherwise approved by the Authorized Officer. The material shall meet or exceed the dimensional size requirements shown on the following tables:

Class	Percent of Rock by Mass	Mass (pounds)	Approximate Cubic Dimension (inches)
3	20	220 to 330	14 to 16
	30	110 to 220	10 to 14
	40	11 to 110	5 to 10
	10 ⁽¹⁾	0 to 11	0 to 5

⁽¹⁾ Furnish spalls and rock fragments graded to provide a stable and dense mass.

- 506a - Riprap material shall be placed at the locations, and in the quantities shown on the following table:

Road Number (Name)	Mile Post	Quantity (cubic yard)	Type	Remarks
13-7-10 (Klickitat)	2.96	30	Class 3	Prevent outlet scour
	3.24	20	Class 3	Stabilize outlet slope
	4.31	70	Class 3	Prevent outlet scour and stabilize slope
	4.83	30	Class 3	Stabilize outlet slope

- 507 - In areas of roadbed scarification, the road surface shall be uniformly moistened or dried to the optimum moisture content, and compacted to the lines, grades, dimensions, and typical cross sections shown on the Section 150: Road Plan and Detail Sheet. Compaction shall be accomplished with equipment meeting the requirements of Subsections 103f and 103i. The roadbed shall be approved by the Authorized Officer prior to placing aggregate surfacing.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

509 - Renovation work shall be completed on the following roads:

Klickitat Road #13-7-10 Renovation Notes

Mile Post	Remarks
0.00	Junction with State Highway 34..
0.36	Begin renovation at property line (begin BLM road control).
0.36-0.79	Restore existing ditchline (Subsection 505). Conduct roadside brushing (Subsection 502). Restore the roadbed (Subsection 504). Place a minimum 4-inch compacted depth of Grading A surfacing (1½-inch-minus) over the full width of the running surface (Section 1000).
0.47	Replace the existing 18"x40' cross drain culvert with a 24"x44' aluminized corrugated metal pipe. Steepen the replacement pipe gradient. Place 10 yd ³ Grading B aggregate over the backfilled trench.
0.66	Replace the existing 18"x30' culvert on intermittent stream with a 24"x36' aluminized corrugated metal pipe and 15' downpipe. Place 10 yd ³ Grading B aggregate over the backfilled trench.
0.66-0.67	Construct 24" deep, 36" wide, 30' long ditch to capture water at it's source and direct the flow to the culvert at MP 0.66.
0.79	End renovation at property line (begin Weyerhaeuser road control).
1.10	Begin renovation at property line (begin BLM road control).
1.10-1.72	Place a minimum 4-inch compacted depth of Grading B aggregate (3-inch-minus) over the full width of the running surface (Section 1000).
1.10-1.93	Restore existing ditchline (Subsection 505). Conduct roadside brushing (Subsection 502).
1.34	Install 24"x30' aluminized corrugated metal cross drain culvert. Place 10 yd ³ Grading B aggregate over the backfilled trench.
1.72-1.93	Place a minimum 6-inch compacted depth of Grading B aggregate (3-inch minus) over the full width of the running surface.
1.77-1.85	In areas of fill slope failure. remove overhanging lip of shoulder/roadbed and install a minimum nine (three markers per failure) reflective yellow, flexible Carsonite (or similar) Type 2 object markers at intervals approved by the Authorized Officer. Installation shall meet the requirements of Manual on Uniform Traffic Control Devices, Chapter 3C. Object Markers.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

Mile Post	Remarks
1.78	<p>Replace the existing 18"x24' culvert on a perennial seep with an 18"x50' plastic culvert of which 20-feet of length (on the inlet end) shall be double wall, and 30-feet of length (on the outlet end) shall be single wall. Lower the inlet elevation of the new installation a minimum 2-feet to capture all seep flow. Lower the outlet elevation a minimum 4-feet to the base of the instability, allowing the remnant section of single wall pipe to extend down the slope, exposed as a downpipe would be. Install two sets of support posts, equally distributed, on the exposed portion of pipe. Place 10 yd³ aggregate (3-inch minus) over the backfilled trench.</p> <p>Construct French drain by backfilling the inlet catchbasin with 5 yd³ of clean (washed) crushed rock, covering the entire area with suitable filter cloth to allow water penetration, but restrict soil contamination within the drainage structure. Cap the structure with a minimum 6-inch compacted lift of Grading B aggregate. The completed structure shall be capable of supporting loaded lowboy and log trucks.</p>
1.93	End renovation at property line (begin Weyerhaeuser road control).
2.79	Begin renovation at property line (begin BLM road control).
2.79-3.67	Restore existing ditchline (Subsection 505)
2.79-4.31	Place a minimum 4-inch compacted depth of Grading B aggregate (3-inch-minus) over the full width of the running surface (Section 1000)
2.79-4.95	Conduct roadside brushing (Subsection 502).
2.96	Replace the existing 24"x 40' culvert on intermittent stream with a 30"x40' aluminized corrugated metal pipe with beveled inlet. Machine place 30 yd ³ Class 3 riprap in outlet scour. Place 10 yd ³ Grading B aggregate over the backfilled trench.
3.04	Remove damaged 10' downpipe and replace with 15-foot long, 24" diameter aluminized downpipe.
3.24	Replace the existing 18"x 40' culvert on intermittent stream with a 24"x 44' aluminized corrugated metal pipe. Machine place 20 yd ³ Class 3 riprap at outlet end to stabilize sloughing fill slope. Place 10 yd ³ Grading B aggregate over the backfilled trench.
3.30	Crimp, or otherwise plug the inlet of an existing 12"x24' cross drain culvert. Backfill the catch basin with Grading B aggregate, leaving a 2-foot deep ditch flowing toward the new culvert installation at MP 3.31.
3.31	Install a 24"x 34' aluminized corrugated metal pipe and 15' downpipe on perennial seep. Place 10 yd ³ Grading B aggregate over the backfilled trench.
3.67-4.95	Restore outsloped roadbed. Place 200 yd ³ Grading B aggregate where water pools in existing ditches where water pools..
3.80	Dig out and removed any unsuitable material at the site of a hole within the roadbed. Back fill with 5 yd ³ Grading B aggregate, and compact to 95% of maximum density. If additional backfill is necessary, utilize suitable material approved by the Authorized Officer.
4.08-4.10	Construct minimum 2-feet deep, 3-feet wide, 120-foot long ditch to capture seep and direct toward the existing culvert at MP 4.08.

RENOVATION OF EXISTING ROADS - 500 - Cont'd

Mile Post	Remarks
4.31	Replace the existing 42"x 40' culvert on perennial stream with a 48"x 60' culvert with a beveled inlet. Steepen pipe gradient by lowering the outlet end by a minimum 6-feet. Stabilize the scoured area with 70 yd ³ of machine placed Class 3 riprap, to bolster against increased velocity resulting from steepening pipe gradient, and to reduce bank raveling and maintain road width. Place 30 yd ³ Grading B aggregate (3-inch minus) over the backfilled trench.
4.31-4.48	Place a minimum 6-inch compacted depth of Grading B aggregate (3-inch minus) over the full width of the running surface.
4.48-5.29	Place a minimum 4-inch compacted depth of Grading B aggregate (3-inch minus) over the full width of the running surface.
4.77	Remove 3-feet of damaged 24" culvert outlet end, and replace with the same length of corrugated aluminized pipe.
4.82-4.86	Construct a 2' deep, 3' wide ditch to capture an intermittent stream and seeps.
4.83	Install a 24"x 30' aluminized corrugated metal pipe with beveled inlet on intermittent stream. Machine place 30 yd ³ Class 3 riprap to stabilized outlet fill. Place 10 yd ³ Grading B aggregate over the backfilled trench.
4.95	Property line (begin Weyerhaeuser road control). Continue placing a minimum 4-inch compacted depth of Grading B aggregate (3-inch minus) over the full width of the running surface (Section 1000)
5.29	End renovation at the Helicopter landing site. End aggregate placement. Prior to constructing the landing, the dimensions shall be approved by the Authorized Officer and Weyerhaeuser Company. Place 100 yd ³ Grading B aggregate within the portion of the landing area adjacent Klickitat Road #13-7-10.

Road #13-7-16.5 Renovation Notes

Mile Post	Remarks
0.00	Begin renovation at the junction with Klickitat Road #13-7-10. Begin roadside brushing (Subsection 502). If used as a helicopter landing, the Purchaser shall place aggregate at his own expense with the approval of the Authorized Officer.
0.21	End renovation at existing helicopter service landing site. Any enlargement or improvement of the landing shall be approved by the Authorized Officer and Weyerhaeuser prior to beginning operations. .

RENOVATION OF EXISTING ROADS - 500 - Cont'd

Road #13-7-18.1 Renovation Notes

Mile Post	Remarks
0.00	Begin renovation at junction with Klickitat Road #13-7-10. Begin roadside brushing (Subsections 502). Begin shaping and compacting subgrade (Subsection 504 and 1004b). Place a minimum 8-inch compacted depth of Grading B aggregate (3-inch-minus) over the full width of the running surface (Section 1000)
0.10	End renovation at landing site. Place an additional 30 yd ³ Grading B aggregate on constructed landing pad.

Incense Cedar Road #13-7-21.6 Renovation Notes

Mile Post	Remarks
0.00	Begin renovation at junction with State Highway 34. Begin roadside brushing (Subsection 502), grade and compact road surface where needed (potholes, washboards, and rutting sites).
0.00-1.61	Place a minimum 4-inch compacted depth of Grading B aggregate (3-inch minus) over the full width of the running surface (Section 1000).
1.61	End renovation at end of Starker Forests controlled road..

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, or for other uses in accordance with these specifications.
- 602 - Water shall be applied at the rate needed to properly execute the compaction requirements in conformance with these specifications.
- 603 - Water trucks used in this work shall be equipped with a distribution device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- 604 - Water sources located on lands other than Federal lands, are subject to applicable State water regulations. Water sources on Federal lands shall be approved by the Authorized Officer prior to constructing containment pools or beginning pumping. Instream work and pumping may be restricted or not allowed on certain streams, depending on fisheries or other resource concerns.
- 605 - The Purchaser shall secure the necessary water permits and pay all required fees for use of the water sources selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE SURFACE AND BASE COURSE - 1000

- 1001 - This work shall consist of furnishing, hauling, and placing two or more lifts of aggregate base course material on renovated roadbed surfaces, constructed subgrade surfaces, and drainage structure work sites approved by the Authorized Officer. The aggregate shall be placed in accordance with these specifications and conform to the dimensions and typical cross sections described in Section 150: Road Plan and Detail Sheet. Material not conforming to these specifications will be rejected and shall be removed from the road and replaced with suitable material.

- 1003 - The aggregate source (whether commercial or otherwise) shall be approved by the Authorized Officer prior to its use. The Purchaser shall provide the Authorized Officer with required test results from Section 1003a, b, c, and d when requested.

- 1003a - Crushed rock material shall consist of hard durable rock fragments conforming to the following AASHTO T-11 and T-27 gradation requirements:

Sieve Designation	Percent by Weight Passing Designated Sieve (AASHTO T27 and T11)	
	Grade Designation	
	A (1½" minus)	B (3" minus)
3-inch	100	100
2-inch	100	60-80
1½-inch	100	75-90
¾-inch	60-80	40-70
No. 4	30-50	22-45
No. 8	22-43	16-34
No. 30	11-27	10-22
No. 200	8-15	5-12

- 1003b - Any variations to the gradation requirements in Subsection 1003a shall be approved by the Authorized Officer prior to use.

- 1003c - Commercial crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more that 35 at 500 revolutions, as determined by AASHTO T-96.

- 1003d - Commercial crushed rock material shall show durability values of not less than 35, as determined by AASHTO T-210.

AGGREGATE SURFACE AND BASE COURSE - 1000 - Cont'd

- 1003e - That portion of commercial 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.
- 1004 Grading A and B Aggregate shall be placed at the following locations, in the manner and to the depth described on the Section 150: Road Plan and Detail Sheet:

AGGREGATE PLACEMENT TABLE

Road No. (Name)	Grading	From MP (station)	To MP (station)	Compacted Depth (inch)	Quantity (Yd ³)	Remarks
13-7-10 (Klickitat)	A	0.36	0.79	4	--	Surface lift
	B	0.47	--	--	10	Culvert site
	B	0.66	--	--	10	Culvert site
	B	1.10	1.72	4	--	Surface lift
	B	1.34	--	--	10	Culvert site
	B	1.72	1.93	6	--	Surface lift
	B	1.78	--	--	10	Culvert site
	B	2.79	4.31	4	--	Surface lift
	B	2.96	--	--	10	Culvert site
	B	3.24	--	--	10	Culvert site
	B	3.31	--	--	10	Culvert site
	B	3.67	4.95	--	200	Fill scratch ditch areas where water pools
	B	3.80	--	--	5	Repair hole in roadbed
	B	4.31	--	--	30	Culvert site
	B	4.31	4.48	6	--	Surface lift
	B	4.48	5.29	4	--	Surface lift
B	4.83	--	--	10	Culvert site	
B	5.29	--	--	100	Helicopter landing site	
13-7-16.5	B	0.00	0.21	--	--	Purchaser shall rock at his expense if road used

AGGREGATE SURFACE AND BASE COURSE - 1000 - Cont'd

Road No. (Name)	Grading	From MP (station)	To MP (station)	Compacted Depth (inch)	Quantity (Yd ³)	Remarks
13-7-18.1	B	0.00	0.10	8	--	Surface lift
13-7-21.6 Incense Cedar	B	0.00	1.61	4	--	Surface lift
P ₁	B	(6+90)	(15+70)	10	--	Surface lift
	B	(15+70)	(17+60)	10	--	50' wide rocked pad on 100' wide helicopter landing site

- 1004a - With approval of the Authorized Officer, the Purchaser may, at his own expense, place aggregate base course on Road # 13-7-16.5 if the route is used to access a helicopter landing.
- 1004b - Roadbeds, as shaped and compacted under Sections 300 and 500 of these specifications, shall be approved by the Authorized Officer prior to placement of aggregate base course or surfacing materials.
- 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 material at the quarry prior to placement on the road, unless otherwise agreed to by the Authorized Officer. The material for such purposes shall be free of vegetative matter, and other deleterious materials.
- 1008a - Each layer of aggregate 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 the required width of the road surface. When completed, the spreading shall produce a smooth surface with a well blended (non-segregated) gradation, present uniform shoulder lines, and conform to the specified cross section. (see Section 150, Road Plan and Detail Sheet)
- 1009 - Aggregate haul is restricted to the period of May 1 through October 31, unless otherwise approved by the Authorized Officer. Haul may also be restricted during periods of heavy precipitation, or when damage is occurring to the haul route.

AGGREGATE SURFACE AND BASE COURSE - 1000 - Cont'd

- 1010 - Aggregate 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, compacted in layers not to exceed 4 inches in depth. Each layer shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material and adding or removing crushed rock material until the surface is smooth and uniform.

- 1010a - Each layer of aggregate shall be moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to the full width of the road by compaction equipment conforming to the requirements of Subsection 103f or 103i. Minimum compaction shall be until visible displacement ceases.

- 1012 - 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.

SOIL STABILIZATION - 1800

- 1801 - This work shall consist of sowing seed on ground disturbed by road and landing construction, renovation, and road decommissioning operations in accordance with these specifications. This work is not required for road acceptance under Section 18 of this contract.

- 1803 - Soil stabilization work shall be performed during the following seasonal periods:

From: April 15	To: May 15
From: September 30	To: October 31

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

- 1804 - The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed-content requirements:

Species	Germination Min. %	Purity Min. %	Weed Content Max. %
Red Fescue (<i>Festuca Rubra</i>)	85%	95%	0%

SOIL STABILIZATION - 1800 - cont'd

The furnished grass seed shall meet the minimum requirement for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University.

Upon request, the Purchaser shall furnish the Authorized Officer with the Blue Tags from the seed bags, as well as provide the following information: date of test; lot number of each kind of seed; and results of tests related to percentages of purity and germination rates -- as well as percentage of weed content.

- 1805 - The Purchaser shall apply the grass seed specified below at the following rate:

Species	% of Total by Weight	Lbs. per Acre
Red Fescue (Festuca Rubra)	100	40

- 1806 - The Purchaser shall apply the seed specified under Subsection 1805 at locations shown on the plans and listed below:

Name of Project	Acreage	Seed Mixture	Application Method
North Fork Overlook T.S.	1.0	Red Fescue	1816a

- 1806a - Additional soil stabilization work may be required at the discretion of the Authorized Officer. If 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.
- 1816 - The grass seed shall be placed by the dry method in accordance with the requirements set forth in Subsection 1816a.
- 1816a - Dry Method - Hand sowing or mechanical seeders and blowers may be used when seed is applied in dry form.
- 1820 - The Purchaser shall notify the Authorized Officer at least one day in advance of the date he intends to commence with the specified soil stabilization work.
- 1826 - Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

ROAD DECOMMISSIONING – 2600

2601 - This work consists of decommissioning the following roads:

Road Number	Length in Miles (Stations)
P ₁	(10+70)

2601a - All roads listed in Subsection 2601 (above) shall be blocked to motor vehicle passage at locations on the P₁ road approved by the Authorized Officer. Enough stumps, soil, and slash of varying diameter's and lengths accumulated from construction activities, shall be placed across the full width of the P₁ road, in a pile a minimum 4-foot high, 6-foot wide throughout the entire width of the road. The piles shall be wide, thick, and dense enough to be free standing, stable, and difficult to disassemble by hand or chainsaw.

2602a - The decommissioning work shall be accomplished with a tracked excavator, unless otherwise approved by the Authorized Officer.

2602b - All decommissioned roadbeds shall be sloped to drain.

2602c - Where windrows, berms, or vegetation exist along the outside shoulder of the decommissioned roadbed, outlet channels shall be constructed at as frequent of locations as possible without damaging roadside trees or their roots.

2604a - Drivable draindips shall be installed on both the P₁ road at the following intervals unless otherwise approved by the Authorized Officer:

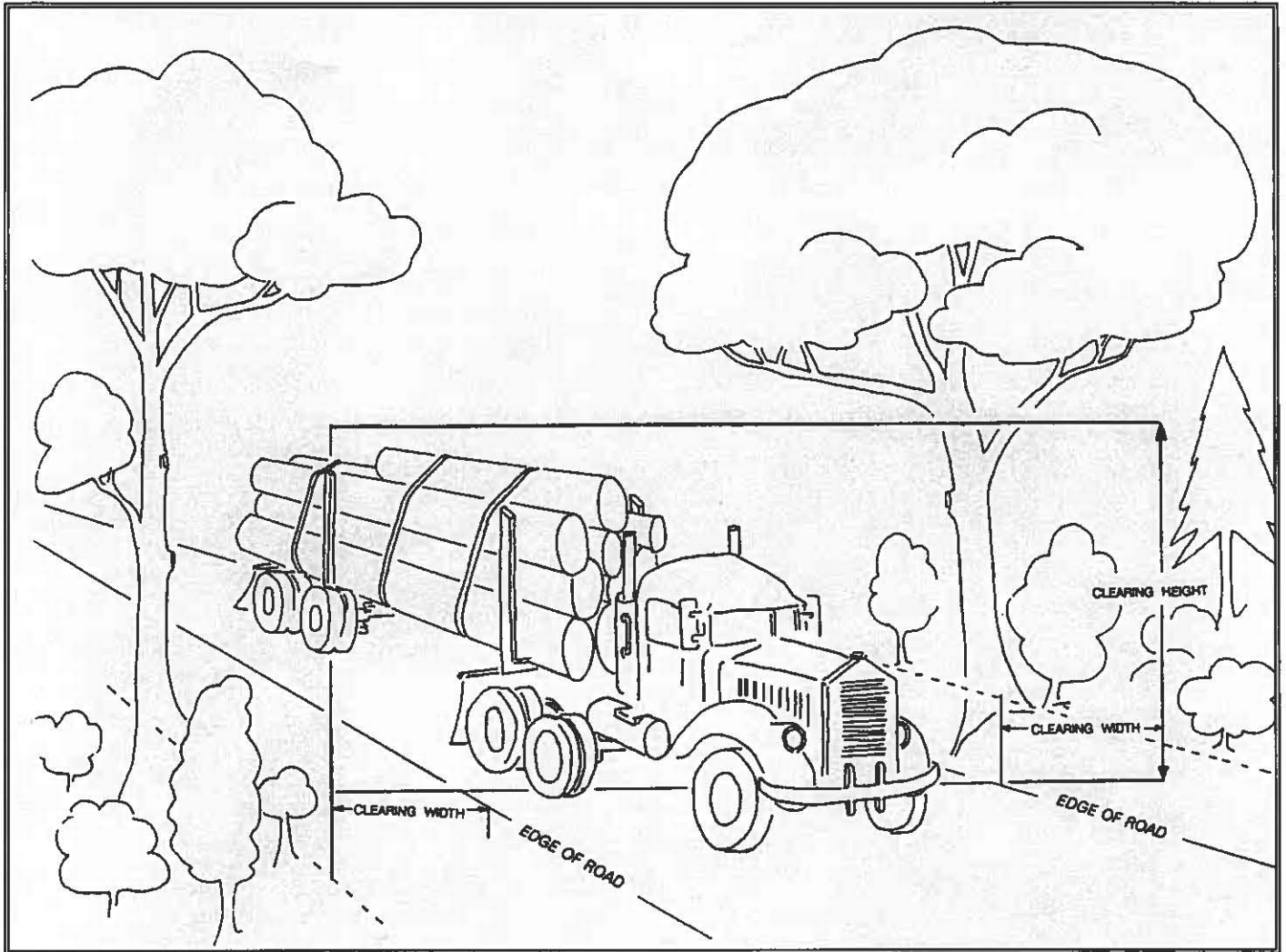
Road Gradient	Draindip Spacing Distance
0 - 5%	400 feet
6 - 12%	300 feet
13% and greater	200 feet

2604b - Minimum draindip depth shall exceed 2 feet and have a bottom width of no less than 3 feet, have a minimum 20% gradient sloping toward the outlet, with approaching grades no steeper than 3:1, and be constructed in a manner that promotes free drainage and allows emergency access to high clearance vehicles.

ROAD DECOMMISSIONING – 2600 - cont'd

- 2604c - Drains and blockages shall be installed at locations approved by the Authorized Officer.
- 2608 - Applying certified grass seed at the rates and during the seasons described in Section 1800, is required in areas disturbed by decommissioning operations. Generally this includes areas disturbed during drain installation, stream channel restoration, closure device construction. Dirt surfaced roadbeds and landings shall also be seeded.

ROADSIDE BRUSHING DETAIL

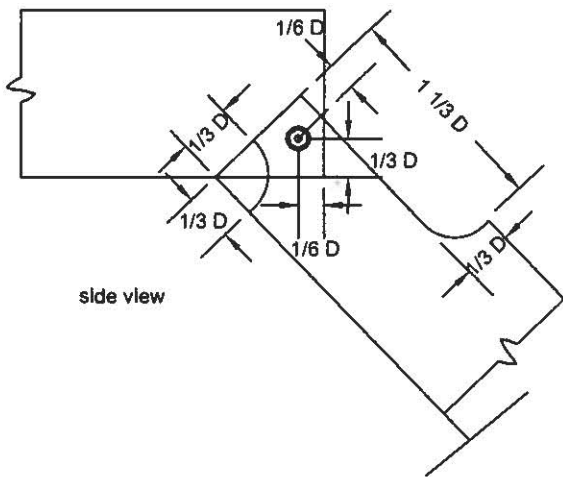


ROADSIDE BRUSHING DETAIL SHEET

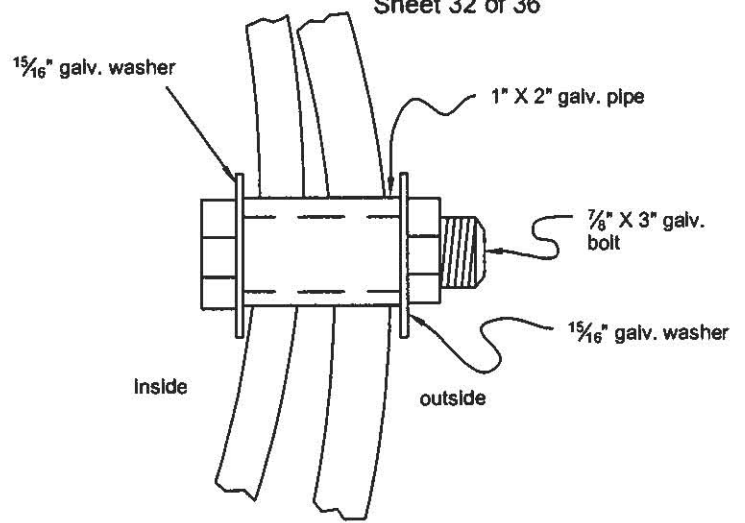
<u>Road Number</u>	<u>M.P to M.P</u>	<u>Clearing Height</u>	<u>Clearing Width</u>
13-7-10 B-E	0.36 - 0.79	16'	12'
13-7-10 G-H	1.10 - 1.93	16'	12'
13-7-10 K	2.79 - 4.95	16'	12'
13-7-16.5	0.00 - 0.21	16'	10'
13-7-18.1	0.00 - 0.10	16'	10'
13-7-21.6	0.00 - 1.61	16'	10'

Clearing width is the horizontal distance as measured outward from the edge of the road. Conifer trees larger than 4-inch diameter and located within the clearing limits shall be limbed rather than removed, unless otherwise specified by the Authorized Officer.

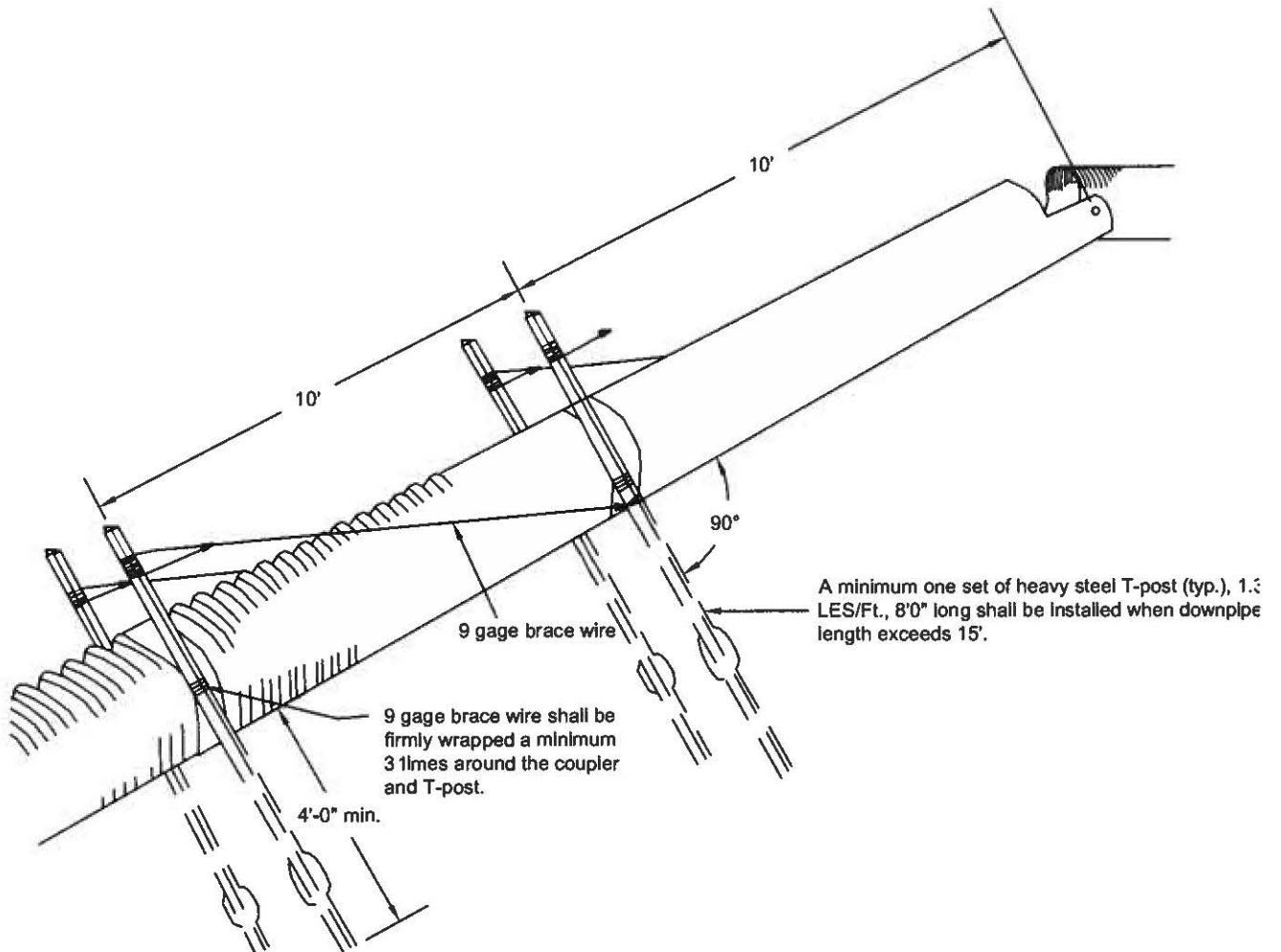
Clearing height is the elevation as measured from the highest point of the road surface, over the full width of the road prism. Tree limbs removed to provide the required clearance shall be cut to within 1-inch of the trunk to produce a smooth vertical face.



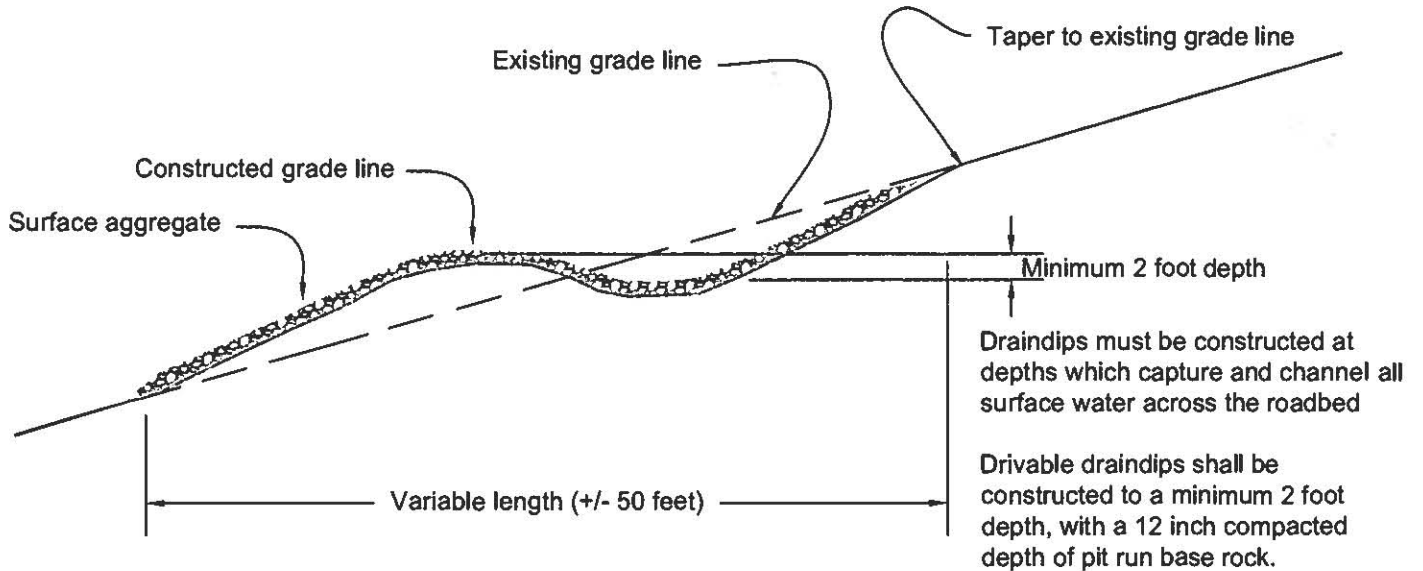
Turner Type Elbow
not to scale



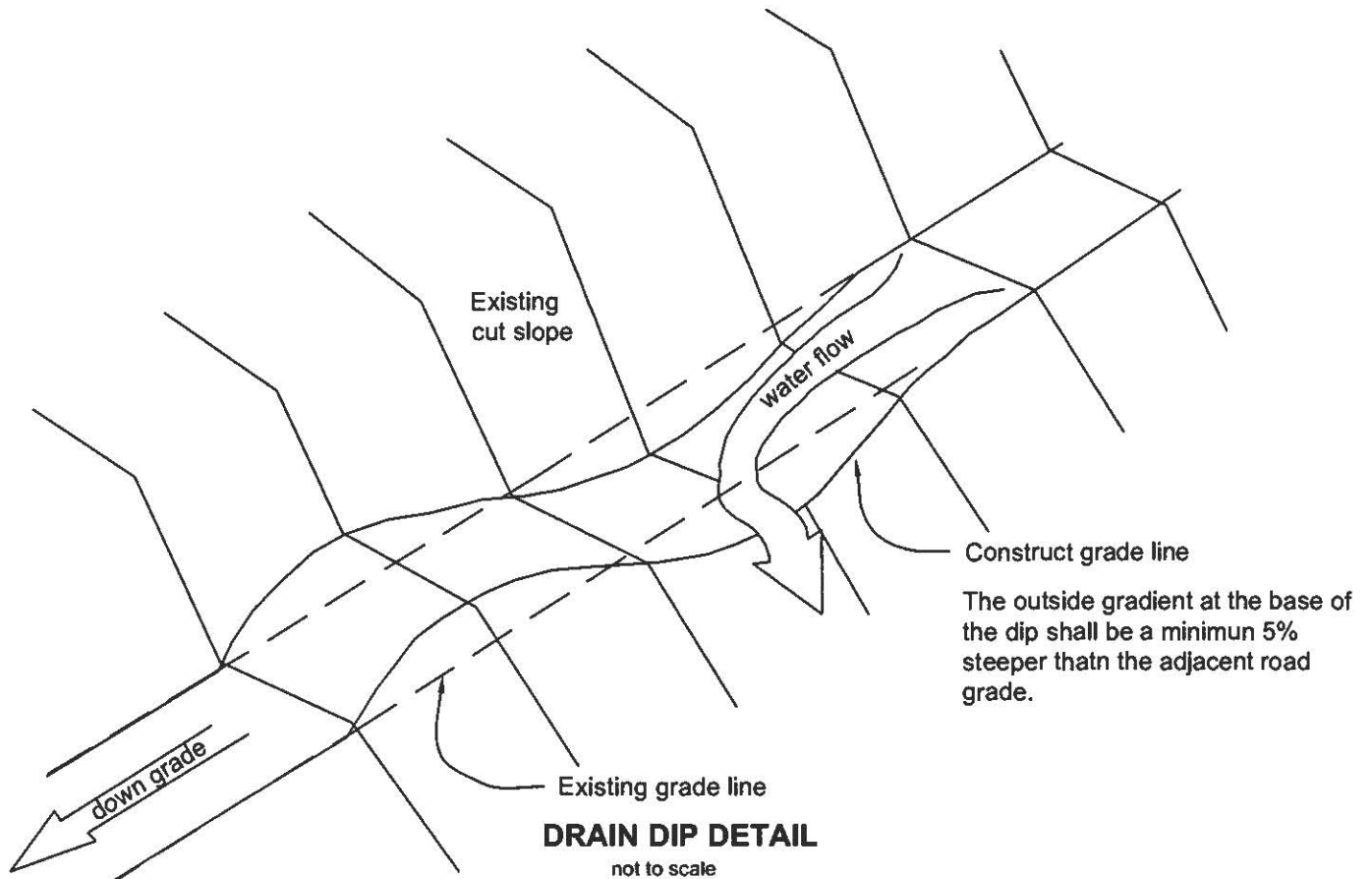
Bolt Detail
not to scale



Downpipe Detail
not to scale



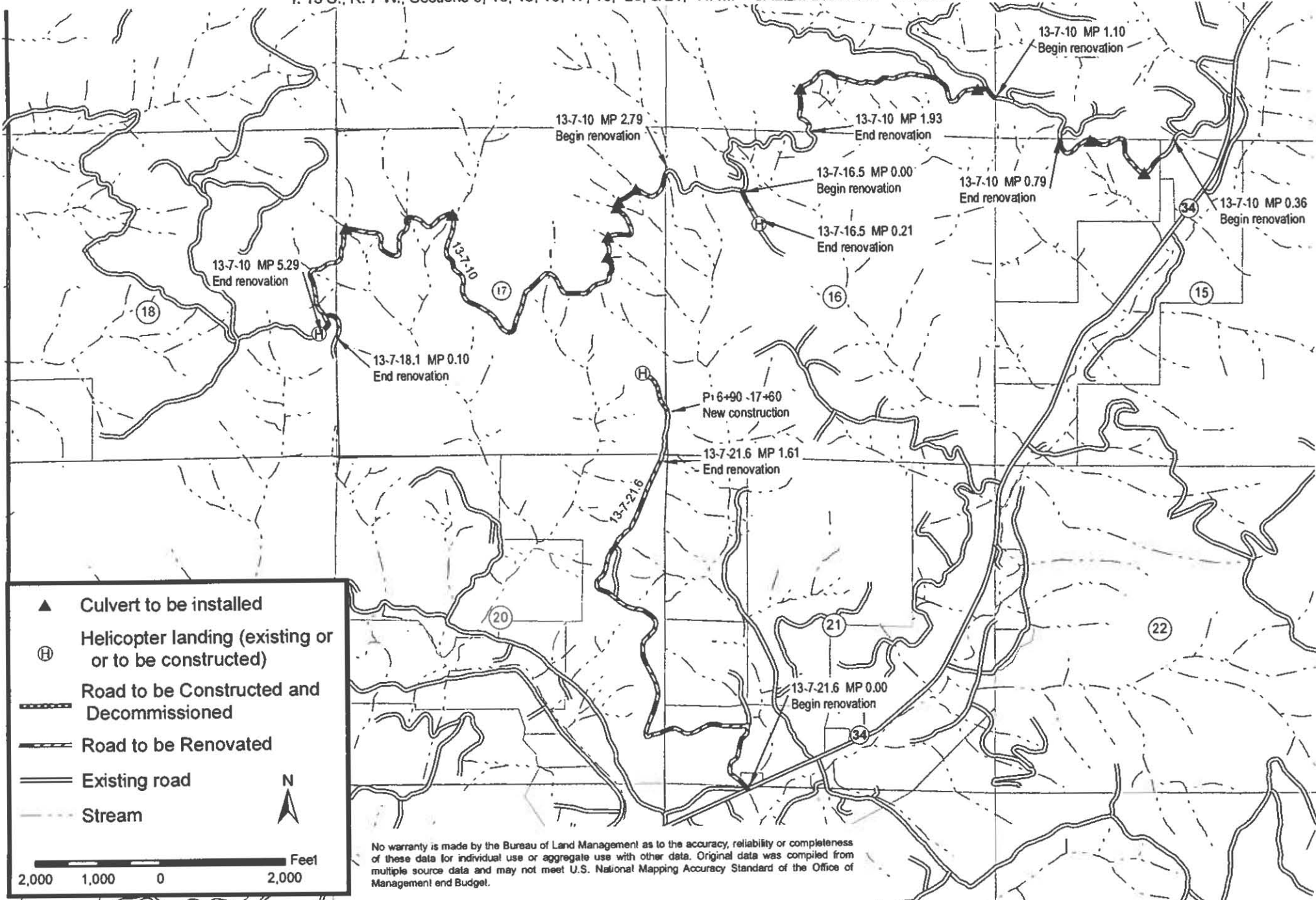
DRAIN DIP PROFILE
not to scale



DRAIN DIP DETAIL
not to scale

ROAD PLAN MAP

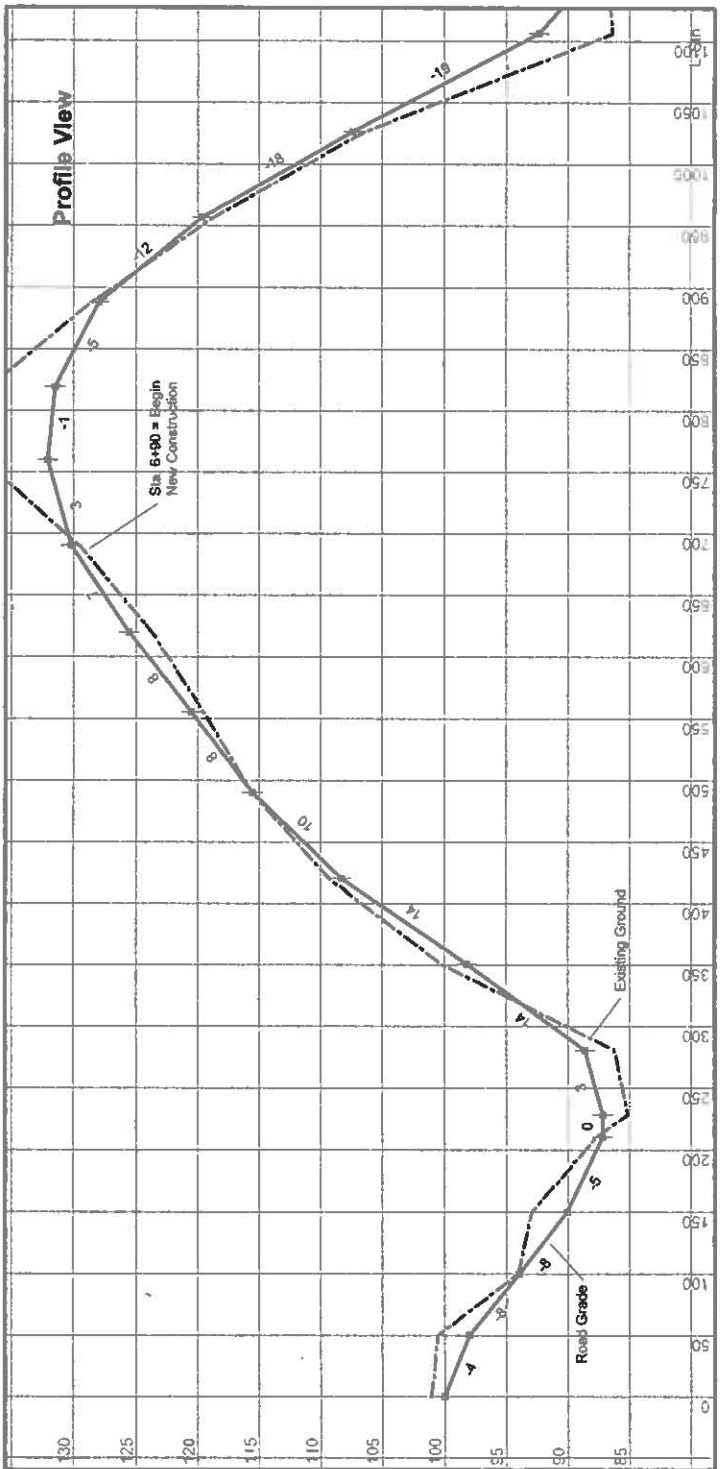
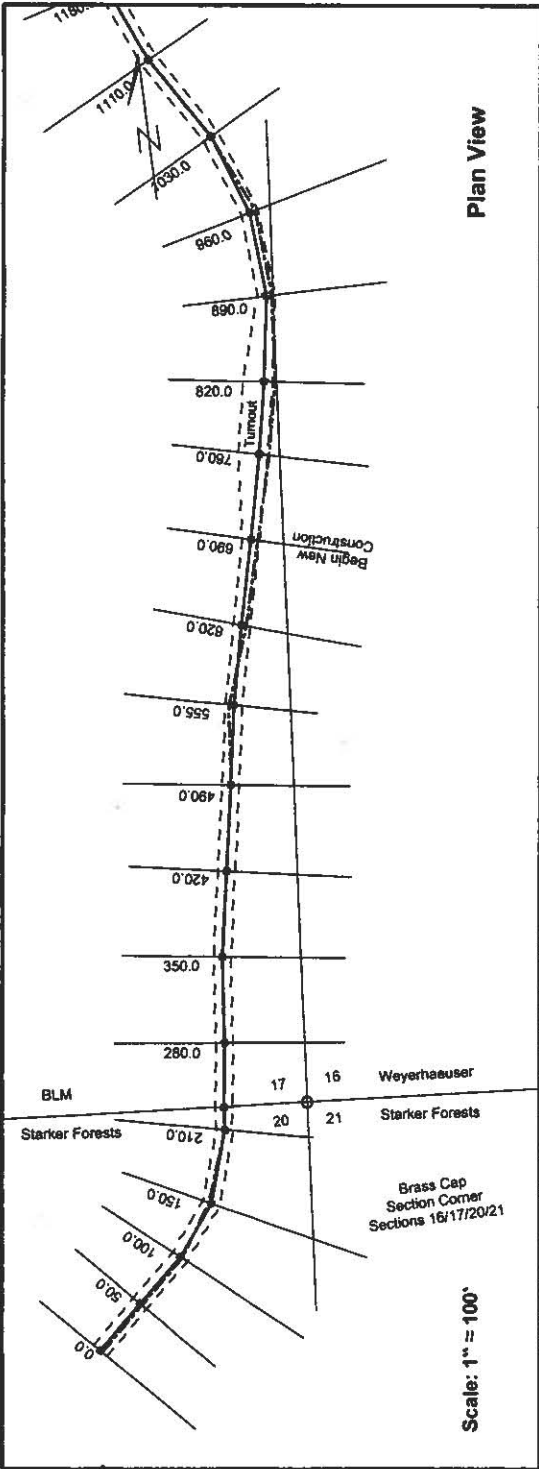
T. 13 S., R. 7 W., Sections 9, 10, 15, 16, 17, 18, 20, & 21, W. M. - SALEM DISTRICT - OREGON

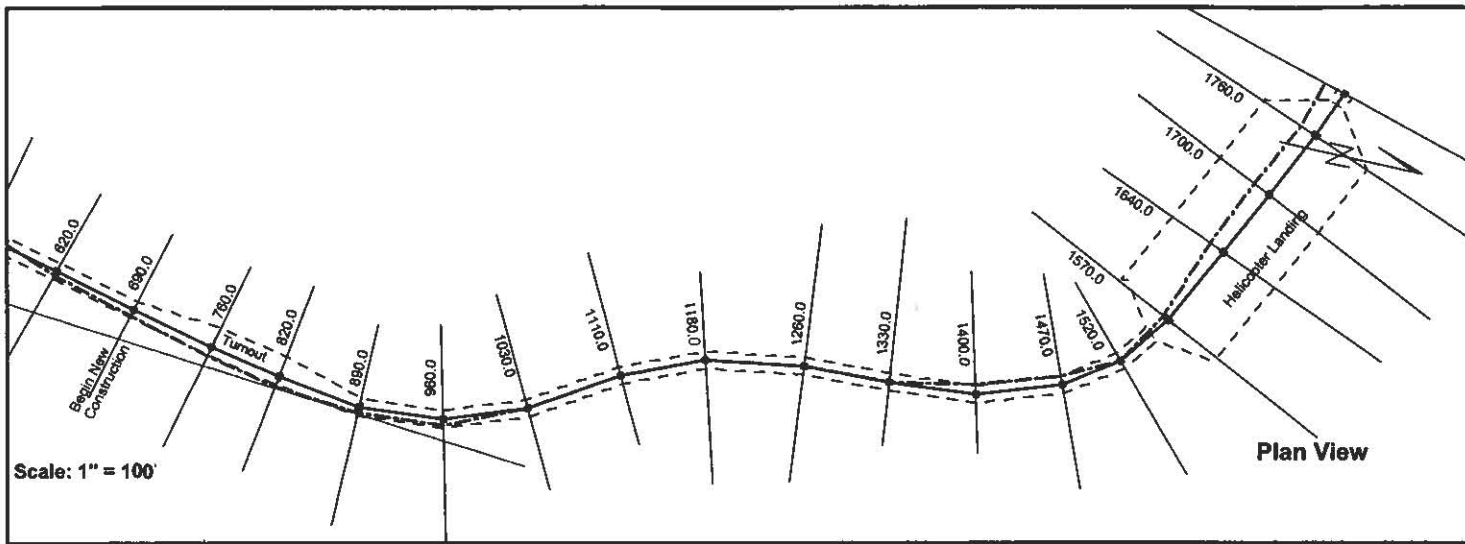


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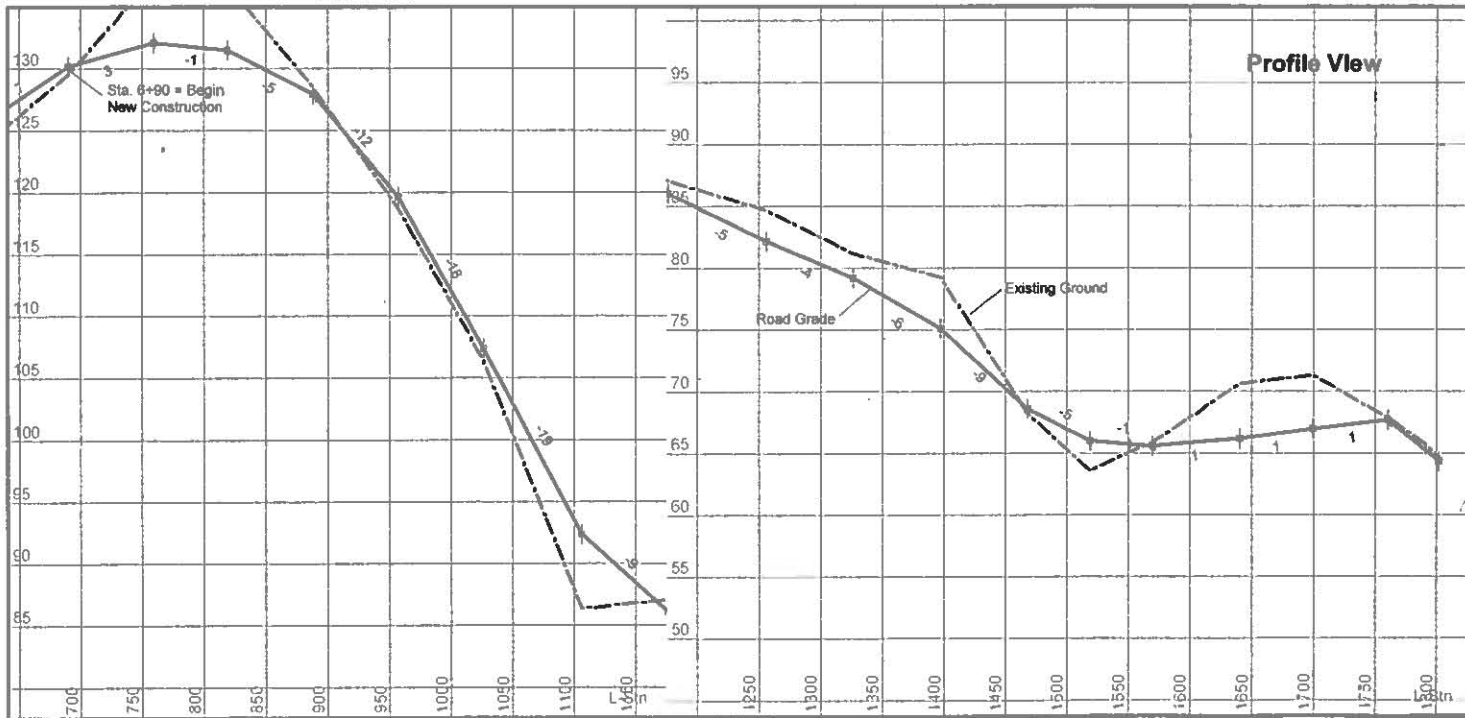
North Fork Overlook
P1 Construction

Legend	
	Plan L-line Location
	Plan P-line Location
	Plan Road Edges
	Plan Cross Section Lines
	Profile Topography
	Profile Subgrade





**North Fork Overlook
 P1 Construction**



Legend	
	Plan L-line Location
	Plan P-line Location
	Plan Road Edges
	Plan Cross Section Lines
	Profile Topography
	Profile Subgrade

Department of the Interior
Bureau of Land Management
Salem District

Timber Sale Contract
Purchaser Road Maintenance Specifications

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

Section	Sheet	Description
	1	Table of Contents
3000	2	General
3100	2 - 3	Operational Maintenance
3200	4	Seasonal Maintenance
3300	4 - 5	Final Maintenance
3400	5	Other Maintenance

ROAD MAINTENANCE SPECIFICATIONS
GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain the Klickitat #13-7-10, #13-7-16.5, #13-7-18.1, Incense Cedar #13-7-21.6, P₁, P₂, P₃, and P₄ roads in the Section 41 Provisions, as shown on the Exhibit E map of this contract, and in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this Exhibit.
- 3002 - The Purchaser shall maintain the cross section of existing graveled roads to a geometric standard which promotes proper surface drainage. Any roads required to be constructed or renovated under terms of this contract, shall be maintained to the standards required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any road shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any road with logging units substantially completed prior to moving operations to other roads, unless otherwise permitted by the Authorized Officer. Release of maintenance requirements may be granted when the conditions specified in Sections 3301 and 3401 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a grader. Cutbanks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3102 - The Purchaser shall furnish and place a minimum 800 yds³ of aggregate, conforming to Grading B in Section 1000 of Exhibit C of this contract, on the roadway. The aggregate shall be placed in the amounts and at the locations designated by the Authorized Officer. This aggregate is not designated for use in road construction or renovation work, on landing construction, or where logging debris or equipment operation has contaminated the road surface – but is reserved to repair areas of depleted surface depth on log haul routes. A coarser material may be required in areas where a soft subgrade exists. Any excess material shall be stockpiled at a location approved by the Authorized Officer.

OPERATIONAL MAINTENANCE - 3100 - cont'd

- 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 grader, rubber tired front end loader, rubber tired backhoe, tracked excavator, or comparable equipment, and by the use of hand tools. Removal of bank slough and slide material includes transport and placement of material at a stable site approved by the Authorized Officer.
- 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.
- 3107 When directed by the Authorized Officer, the Purchaser shall cut or trim trees and brush which obstruct vision or prevents the safe passage of traffic along the traveled way.
- 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 Subsections 210, 210a, 210b, and 213 of Exhibit C.
- 3108 The Purchaser's operations shall avoid contaminating gravel surfaces with earth and debris from side ditches, slides, logging activities, or other sources. While maintaining the road surface, the Purchaser shall also avoid blading the aggregate surfacing material off the roadbed. Skidding of logs on the roadway within or outside of the designated logging units is not authorized without prior approval of the Authorized Officer. Necessary repair to haul routes resulting from logging equipment being operated on the existing roadbed, is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season. This includes constructing cross ditches (waterbars) at locations approved by the Authorized Officer, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.
- 3201a Any road that the Purchaser has maintenance responsibility on, that isn't in use, and that will over-winter, shall be stored in a manner that will promote drainage and minimize sedimentation.
- 3202 The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him that aren't in use, prior to October 1 of each year, and after initial commencement of construction or logging operations unless otherwise approved by the Authorized Officer. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads, whether used or not used during the proceeding operating seasons, displayed as Purchaser Maintenance on the Exhibit E map.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty (30) calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include 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.

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 by the Purchaser. Partial acceptance must be requested by the Purchaser and approved by the Authorized Officer.

FINAL MAINTENANCE - 3300 - cont'd

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

If, due to unsuitable conditions, the final maintenance is delayed after the date required in Subsection 3301, the Purchaser will be notified by the Authorized Officer when conditions improve enough to resume maintenance operations. The Purchaser shall then be required to complete final maintenance within 15 days.

3310 The Purchaser shall decommission and block the P₁, P₂, P₃, and P₄ roads in the manner described in Section 2600 of Exhibit C.

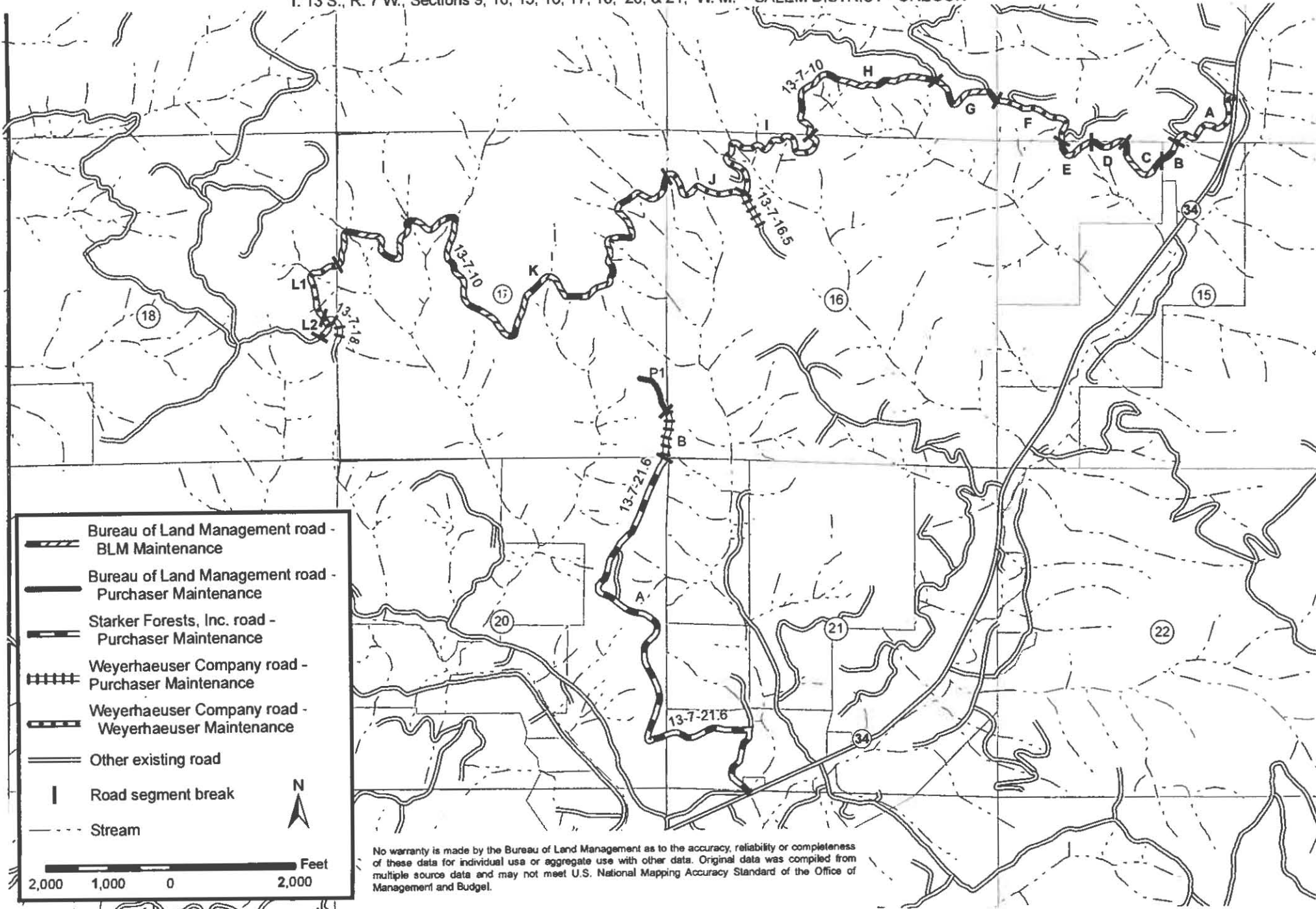
OTHER MAINTENANCE - 3400









3401 The Purchaser shall, at his expense, repair any damage to road surfaces, regardless of who is designated the maintenance responsibility on the Exhibit E - Road Use and Maintenance Map, resulting from contamination caused by logging operations, log hauling during excessively wet periods, improper or lack of preparation for winter wet season, or other operations that cause damage beyond what is considered normal. In those situations, the aggregate shall be restored to its original standard, as a minimum.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD USE AND MAINTENANCE MAP

North Fork Overlook T.S.
ORS000-TS11-301
EXHIBIT E





T. 13 S., R. 7 W., Sections 9, 10, 15, 16, 17, 18, 20, & 21, W. M. - SALEM DISTRICT - OREGON





-  Bureau of Land Management road - BLM Maintenance
 -  Bureau of Land Management road - Purchaser Maintenance
 -  Starker Forests, Inc. road - Purchaser Maintenance
 -  Weyerhaeuser Company road - Purchaser Maintenance
 -  Weyerhaeuser Company road - Weyerhaeuser Maintenance
 -  Other existing road
 -  Road segment break
 -  Stream
- N
- Feet
- 2,000 1,000 0 2,000

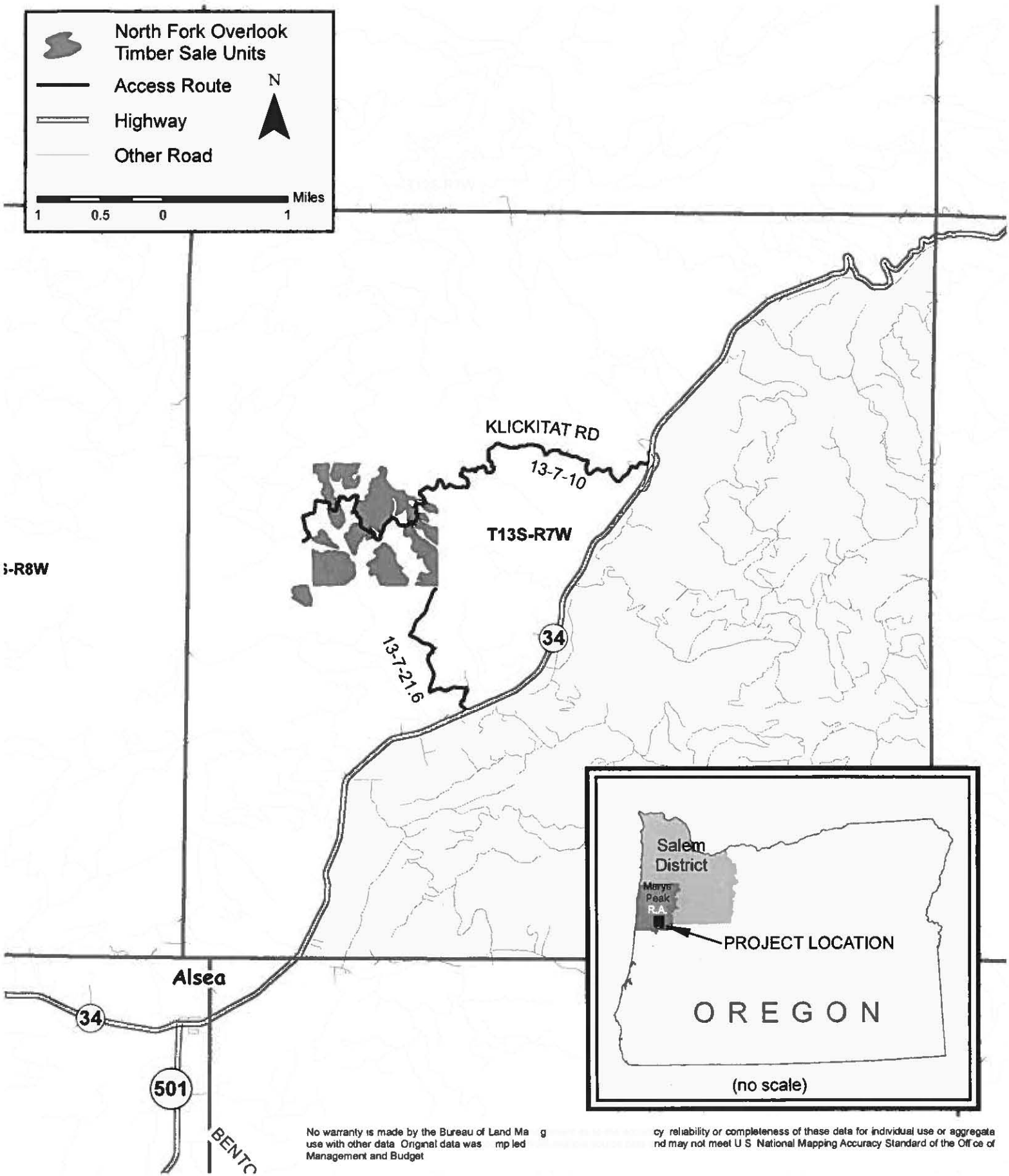
No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management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

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
NORTH FORK OVERLOOK TIMBER SALE VICINITY MAP
SALEM DISTRICT - OREGON

 North Fork Overlook Timber Sale Units
 Access Route
 Highway
 Other Road

 N

 Miles
 1 0.5 0 1



No warranty is made by the Bureau of Land Management for use with other data. Original data was compiled by Management and Budget.

Accuracy, reliability or completeness of these data for individual use or aggregation may not meet U.S. National Mapping Accuracy Standard of the Office of

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

Salem
North Fork Overlook TS
TS 11-301

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	13S	7W	17	NW1/4NE1/4, S1/2NE1/4, NW1/4, SW1/4, SE1/4
O&C	13S	7W	19	NE1/4 NE1/4

Cutting Volume (16' MBF)

Unit	DF								Total	Regen	Partial	ROW
1	2,232								2,232	0	56	0
2	3,369								3,369	0	82	0
3	1,086								1,086	0	18	0
4	2,212								2,212	0	53	0
5	1,614								1,614	0	64	0
6	1,126								1,126	0	43	0
7	667								667	0	13	0
RW	58								58	0	0	1
Totals	12,364								12,364	0	329	1

Logging Costs per 16' MBF

Stump to Truck	\$	313.27
Transportation	\$	46.84
Road Construction	\$	17.39
Road Amortization	\$	1.99
Road Maintenance	\$	5.86
Other Allowances :		

Equipment Washing	\$ 0.01
Flagger	\$ 1.01
Grass Seeding	\$ 0.02
Landing Clean-up	\$ 0.02
Piling	\$ 0.24
Water Bars/ Berms	\$ 0.01
Total Other Allowances :	\$ 1.31

Total Logging Costs per 16' MBF

\$ 386.66

Utilization Centers

Center #1 : Philomath 20 Miles
Center #2 0 Miles
Weighted distance to Utilization Centers 20

Length of Contract

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

Profit & Risk

Total Profit & Risk 5 %
Basic Profit & Risk 5 % + Additional Risk 0 %
Back Off 0 %

Tract Features

Avg Log Douglas-fir : 61 bf All : 61 bf
Recovery Douglas-fir : 96 % All : 96 %
Salvage Douglas-fir : 0 % All : 0 %
Avg Volume (16' MBF per Acre) 37
Avg Yarding Slope 50 %
Avg Yarding Distance (feet) 382
Avg Age 60
Volume Cable 26 %
Volume Ground 2 %
Volume Aerial 72 %
Road Construction Stations 11.00
Road Improvement Stations 0.00
Road Renovation Stations 300.00
Road Decommission Stations 11.00

Cruise

Cruised By Brian W. Barelay
Date 01/20/2010
Type of Cruise Variable plot, 100%
County, State Benton, OR

Net Volume

Green (16' MBF) 12,364
Salvage (16' MBF) 0
Douglas-fir Peeler 0
Export Volume 0
Scaling Allowance (\$0.00 per 16' MBF) \$0.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
North Fork Overlook TS
TS 11-301

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pood Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	46,379	12,364	\$ 460.21	\$ 23.01	\$ 386.66			\$ 50.50	\$ 624,382.00
Totals	46,379	12,364							\$ 624,382.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				54.0	41.0	5.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		

Appraised By : Barclay, Brian

Date : 09/30/2010

Area Approval By : Yeiter, Mark

Date : 12/08/2010

District Approval By :

Date :

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
North Fork Overlook TS
TS 11-301

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	46,379	12,364	10,319	22,019
Total	46,379	12,364	10,319	22,019

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
12,870	46,379	277	14.6	12,870	211,999	60

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
211,999	0	211,999	4	12,364	12,870	96 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
12,870	46,379	277	14.6	12,870	211,999	60

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
211,999	0	211,999	4	12,364	12,870	96 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		56		56
2		82		82
3		18		18
4		53		53
5		64		64
6		43		43
7		13		13
RW			1	1
Totals :		329	1	330

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

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

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

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT EXPORT DETERMINATION	OMB CLEARANCE NO. 1004-0058 EXPIRES MAY 31, 1983	
	Location of facility where Federal Timber is expected to be processed.	
	INSTRUCTIONS Timber sale applicant forwards information to authorized officer.	
In compliance with requirements of 43 CFR 5424, <input type="checkbox"/> I <input type="checkbox"/> We hereby submit the following information:		
(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, give date of last export sale.) a. Export (date) _____		
(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.		
a. Affiliate _____	Export date _____	
b. Affiliate _____	Export date _____	
c. Affiliate _____	Export date _____	
*See 43 CFR 5424.0-5		
Name of Firm _____		
Signature of Signing Officer _____	Title _____	Date _____

(See statement on reverse)

Form 5450-17 (June 1981)

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

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

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

Form 5440-9
July 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

LUMP SUM SALE

Tract Number
ORS000-TS11-301

Sale Name
North Fork Overlook

Sale Notice (dated)
June 29, 2011

BLM District
SALEM

Sealed Bid for Sealed Bid Sale

Written Bid for Oral Auction Sale

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

Required bid deposited is \$62,500.00 and is enclosed in the form of cash money order bank draft cashier's check
 certified check bid bond of corporate surety on approved list of the United States Treasury guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED

ORAL BID MADE

PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	12,364	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
_____	MBF	_____	x _____ = _____		x _____ = _____	
TOTAL PURCHASE PRICE						

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

Bid submitted on *(date)*

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

Signature, if firm is individually owned

Name of firm *(type or print)*

Signatures, if firm is a partnership

Business address, include zip code *(type or print)*

Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid
By (signature)

Title

Date

Submit bid, in duplicate, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior-BLM

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

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

- (1) "Bid for Timber"
- (2) Vegetative Resource Other Than Timber
- (3) Time bids are to be opened
- (4) Legal description

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

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

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

BURDEN HOURS STATEMENT

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **A WARD OF CONTRACT** - Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** - To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND -

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5150.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on 5 bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** - If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment. *

12. **PAYMENT OF PURCHASE PRICE** - For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** - Within thirty (30) days from receipt of *Timber Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** - If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** - A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

*Applies to Timber Only

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

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

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

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