

P R O S P E C T U S

SCALE SALE

ASHLAND RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM06-TS-2024.0010
September 26, 2024

1 FOREST CREEK SALVAGE (5900) Jackson County, O&C

BID DEPOSIT REQUIRED: \$13,800.00

All timber designated for cutting in:

SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 9; E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 10; Lot 2, Lot 4, Lot 5, Lot 6, Lot 7, NE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec 15; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16; N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 22; T38S R03W, Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
10,641	1,561	Douglas-fir	1,946	\$70.60	\$137,387.60

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

CRUISE INFORMATION – Douglas-fir has been cruised using the variable plot PCM Tree sampling methods to select sample trees. Maps showing the location and description of these sample trees are available at the Medford District Office. The sample trees have been measured using the volt system of measurement, and the volume expanded to a total sale volume.

With respect to all merchantable trees: the average tree is 17.0 inches DBHOB; the average gross merchantable log contains 77 bd. ft.; the total gross volume is approximately 1,946 MBF bd. Ft. and 57% recovery is expected.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

LOG BRANDING 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.

CUTTING AREA Eighteen (18) units comprising two hundred (200) layout acres.

CUTTING TIME Contract duration will be **twelve (12)** months for cutting and removal of timber.

ACCESS – Access to the sale area is available via public road through the contract area, existing BLM roads.

ROAD MAINTENANCE - The Purchaser will be required to maintain **7.70** miles of existing road listed in Section 3001 of Exhibit D2. An allowance in the amount of **\$20,861.48** has been made for the maintenance of these

roads. Purchaser will be required to pay a surface replacement fee of **\$0.85** per thousand board feet log scale per mile for the use of roads 38-3-14.00, 38-3-15.00, 38-3-15.01, and 38-3-15.02.

DECOMMISSIONING – An allowance in the amount of **\$3,933.11** has been made for decommissioning. Decommissioning work to be performed is described in Section 3500 of Exhibit D2.

SOIL DAMAGE PREVENTION: Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty-five (25) percent by weight as determined by the oven dry method.

EQUIPMENT REQUIREMENTS

1. A yarding tractor not greater than 9 feet in track width equipped with an integral arch and winch system capable of lining logs at least 75 feet.
2. A tractor equipped with winged-toothed rippers.
3. Cable yarding system with skyline carriage system capable of reaching at least 1200 feet from landing to bottom of units. With a minimum reach of 75 feet for lateral yarding.

SLASH DISPOSAL Perform logging residue reduction and site preparation work on two hundred (200) acres of harvest area as directed by the Authorized Officer.

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 species which were identified for protection 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.

PERFORMANCE BOND A performance bond in the amount of 20% of the total purchase price will be required.

OTHER

1. All units are retention marked for salvage harvest. All unmarked Douglas-fir trees meeting minimum merchantability specifications have been deemed dead or dying and need to be cut and removed regardless of individual tree value.
2. Approximately nine hundred eight-three (983) trees have been marked with ORANGE paint at base and DBH for retention.
3. Ponderosa pine, incense-cedar, yew, and hardwoods are reserved from cutting.
4. Trees which are greater than or equal to thirty-six (36) inch DBH that need to be cut for safety or operations shall be retained in a safe and stable manner within the unit.
5. Yarding of Unmerchantable Material (YUM) will be required to decrease excess fuel loading. The appraisal will show allowances for YUM activities. Additionally, all YUM logs will be sorted and hauled for biomass where feasible and as determined by Authorized Officer.
6. During Fire Season, purchaser and contractors required to follow all Oregon and BLM requirements for operating and equipment regulations.
7. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
8. This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Sec. 12 (Hold Harmless and Responsibility for Damages) and Sec. 29 (Safety and Health) and the Special Provisions included in Sec. 43 and Sec. 44 of this Contract.
9. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (Sec. 29).
10. Directional falling is required
11. There are daily and seasonal restrictions in place on this sale.
12. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
13. Dust abatement is required.
14. There are slash treatment and pile placement requirements in place for this sale (Sec. 44(F)(SD)(1)).

15. Activity fuel residue reduction is required (two hundred (200) acres will be Lop and Scatter. Thirty (30) acres will be Machine Pile Burn), as determined by the Authorized Officer and specified in writing by the Contracting Officer.
16. Fuels and Slash disposal prices will be displayed under Sec. 44(F)(SD)(5) provision in the contract. Amount of slash and appropriate treatments will be determined by Authorized officer upon completion of cutting and removal of timber. After a complete review of each unit, the contract price will be modified to reflect most accurate prices for appropriate treatments in each unit based on the slash remaining after completion of logging. The estimated costs of fuels treatments will be agreed on by both the BLM and the purchaser.
17. OPTIONAL CONTRIBUTIONS (C-1) The Purchaser shall perform MACHINE PILE BURNING in accordance with Sec. 44(G)(7)(b) SD-5. The Purchaser shall have the option of completing the hand and machine pile burning work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of three thousand dollars (\$3,000.00) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

From the city of Medford take Hwy 238 to a right turn on Forest Creek Road. At the Bunny Meadows parking area, continue straight onto BLM road 38-3-14. See Timber Sale Vicinity Map.

CATEGORICAL EXCLUSION – (DOI-BLM-ORWA-M060-2024-0005-CX) was prepared for this sale. This document is available for inspection as background for this sale at the Medford District Office and on the ePlanning website:<https://eplanning.blm.gov/eplanning-ui/home>.

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SPECIAL PROVISIONS

THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD INTERAGENCY OFFICE.

Sec. 43. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) AR-1 All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-1 Approximately nine hundred eight-three (983) trees marked with orange paint above and below stump height in units, as shown on exhibit A.
- (C) IR-5 All young growth conifers less than eight (8) inches in diameter D.B.H.O.B. not damaged in the normal course of logging in all units as shown on Exhibit A.
- (D) IR-6 Reserve all cedar, pine, hardwoods, and Pacific yew in all units as shown on Exhibit A, except where falling is necessary for safety or operational reasons. If such trees need to be cut for safety or operational reasons, retain cut trees in the stand.
- (E) IR-13 All non-hazardous snags in all units as shown on Exhibit A. Any felled hazard snags must remain where felled or as directed by the Authorized Officer
- (F) IR-14 All pre-existing dead and down wood in all units as shown on Exhibit A.

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Sec. 44.

(A) Log Branding

- (1) LE-1 Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

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

(B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) days or more, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) L-2 Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. (A pre-work 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.) All logging shall be done in accordance with the plan.
- (3) L-4 All trees designated for cutting shall be cut so that the resulting stumps shall not be lower than six (6) inches nor higher than twelve (12) inches measured from the ground on the uphill side of the tree. This height requirement may be reduced if approved by the Authorized Officer.

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- (4) L-5 All trees eight (8) inches or larger D.B.H.O.B. and not reserved shall be felled in all units shown on Exhibit A. All trees eight (8) inches or larger D.B.H.O.B. required to be cut shall be felled concurrently.
- (5) L-7 In all skyline units as shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty-four (44) feet and be completely limbed prior to being yarded.
- (6) L-7 In all tractor units, as shown on Exhibit, fell trees over twenty-one (21) inches DBH designated for cutting into log lengths not to exceed forty-four (44) feet. Log segments would be completely limbed prior to yarding.
- (7) L-8 In all tractor units, as shown on Exhibit A, all trees twenty-one (21) inches DBH and smaller designated for cutting shall be felled and yarded to approved landing locations either whole tree, or as log segments (segment length not to exceed forty-four (44) feet). If excessive stand damage occurs from whole tree yarding as determined by the Authorized Officer, bucking and/or limbing will be required.
- (8) L-10 In the units shown on Exhibit A, all trees designated for cutting which are within one hundred-sixty (160) feet of unit or reserve area boundaries, BLM improvements, private property lines, corner monuments, or resource buffers shall be felled away from the features. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (9) L-12 Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
Ground Based Units: 15-1A, 15-3	<p>Yarding tractor width will not be greater than twelve (12) feet as measured from the outer edges of the standard width dozer blade in the straight position, or nine (9) feet as measured from the outer edges of standard width track shoes.</p> <p>Yarding tractors will be equipped with integral arches capable of suspending one end of the log clear of the ground and winch systems capable of lining logs at least seventy-five (75) feet.</p> <p>One end suspension is required in all ground-based units. Avoid skidding across or through sites with BLM improvements.</p> <p>The location of landings and skid trails must be clearly flagged by the Purchaser's Representative on the ground, and the locations shall be approved by the Authorized Officer prior to use.</p>

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	<p>Incorporate existing skid trails and landings as a priority over creating new trails and landings where feasible, into a designated trail network for ground-based harvesting equipment. When new skid trails are needed, limit total (existing and new) designated skid trails to $\leq 15\%$ of the harvest unit area to reduce displacement or compaction to acceptable limits. Consider proper spacing (on average 100 feet), skid trail direction and location relative to terrain and stream channel features.</p> <p>Locate skid trails to minimize disturbance to coarse woody material. Where skid trails encounter large coarse woody material a section would be bucked out for equipment access. The remainder would be left in place and would not be disturbed.</p> <p>Restrict tractor and mechanical operations to slopes generally less than 35%. In areas where it is necessary to exceed these gradients to access adjacent tractor area, use ridge tops where possible.</p> <p>Minimize the area where more than half of the depth of the organically-enriched upper horizon (topsoil) is removed when conducting forest management operations.</p> <p>Restrict the amount of total area detrimental soil disturbance (i.e. compaction, displacement, erosion, burning) to below 20% in a timber harvest unit.</p> <p>Immediately after use, implement erosion control measures such as waterbars, slash placement, and seeding on skid trails where substantial gouging occurs that could lead to the capture and conveyance of water and/or contribute to soil erosion to waterbodies, floodplains, and wetlands, as determined by the hydrologist and as directed by the Authorized Officer</p> <p>If operators are using feller-bunchers or cut-to-length harvesters off of designated skid trails:</p> <ul style="list-style-type: none">- Allow mechanized equipment capable of creating and walking on slash (such as a cut-to-length system) to work off designated skid trails for one or two passes on at least eight inches of slash and under dry soil conditions (less than 25% soil moisture content);
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	<ul style="list-style-type: none"> - Allow mechanized equipment (feller-buncher systems) to work off designated skid trails during the dry season (soil moisture content less than 20%) for one or two passes only (one round-trip); - Use low, ground-pressure equipment off designated skid trails - Restrict all other use of ground-based equipment to designated skid trails; and <p>Mechanized felling equipment must have an arm capable of reaching at least twenty (20) feet.</p> <p>No front-end loaders are permitted.</p> <p>No yarding up or down draw bottoms is permitted.</p> <p>The use of ground-based equipment on unstable areas within units is not permitted.</p> <p>Any infrastructure impacted by logging operations (trails, service roads, kiosks, etc.) would be restored to their conditions as it was prior to logging operations.</p> <p>Log landing size shall not exceed one-half (1/2) acre.</p>
<p>Cable units: 9-1, 10-1, 10-2, 10-3, 15-1B,15-2, 15-4, 15-5, 15-6, 15-7, 15-8, 15-10, 15-12, 15-13, 16-1, 22-1,</p>	<p>Yarding will be done with a skyline yarder system capable of suspending one end of the log clear of the ground during inhaul on the yarding corridor.</p> <p>A carriage which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet is required.</p> <p>A minimum of one end suspension is required in all skyline units.</p> <p>Prior to marking or falling any timber in the unit, all landings, yarding corridors, tail/lift trees and/or intermediate support trees shall be identified by the purchaser and approved by the Authorized Officer.</p> <p>Limit the width of skyline corridors to be as narrow as operationally feasible; do not exceed a 15-foot width. As practicable, set corridor spacing where they cross the</p>

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	<p>streams to no less than 100 feet apart when physical, topography, or operational constraints demand, with an overall desire to keep an average spacing of 200 feet apart.</p> <p>Create two snags per acre (1 >20 inches DBH and 1 >10 inches DBH) in portions of units 5-5 (26 total snags), 9-3 (18 total snags), 21-2 (30 total snags), 21-3 (60 total snags), 31-3A (96 total snags), and 31-4B (18 total snags) as shown on Exhibit A and as directed by the Authorized Officer.</p> <p>Immediately after use, implement erosion control measures such as waterbars, slash placement, and seeding in cable yarding corridors or in special yarding areas where substantial gouging occurs that could lead to the capture and conveyance of water and/or contribute to soil erosion to waterbodies, floodplains, and wetlands, as determined by the hydrologist and as directed by the Authorized Officer.</p> <p>Restrict the amount of total area of detrimental soil disturbance (i.e. compaction, displacement, erosion, burning) to below 20% in a timber harvest unit.</p> <p>Minimize downhill yarding.</p> <p>Log landing size shall not exceed one-quarter (1/4) acre.</p>
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- (10) L-14 No yarding or loading is permitted in or through plant sites, BLM improvements, or protected sites, in all units as shown on Exhibit A unless approved by the Authorized Officer.
- (11) L-19 No road construction, landing construction, skid trail construction, road renovation, road reconstruction, road decommissioning, road blocking/barricade construction, rocking, water bar construction, soil ripping, shall be conducted within contract area between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive, or when soil moisture exceeds 25%, as determined by the Authorized Officer.

No ground-based yarding or soil decompaction operations shall be conducted within contract area between October 15th to May 15th, or when soil moisture exceeds 25%.

Block skid trails to prevent public motorized vehicle use and other unauthorized use by October 15th of the year of harvest unless a waiver is in place for ground-based yarding to extend the dry season.

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- (12) L-19 Apply native, site-specific seed approved by the field office botanist and weed-free straw to all temporary roads, and newly constructed landings, the top fifty (50) feet of the skyline-cable yarding corridor where yarding logs to the road results in extended soil exposure, all predesignated skid trails, designated skid trails, and forwarder trails used for logging activities in all ground based units as shown on Exhibit A, beginning where the trail takes off of system roads, or landing areas for a distance of one hundred (100) feet, or as needed, as determined by the Authorized Officer.

Seeding and mulching would occur in the same operational season that construction activities occur. If hauling is not completed in the same year the route is constructed, storm proof and block the route by October 15th or when soil moisture exceeds 25%. Seeding and mulching would occur between September 1st and October 31st, or February 1st and March 31st or as approved by the Authorized Officer.

- (13) L-19 Restrict all timber hauling and landing operations on native surface or rocked roads whenever soil moisture conditions or rain events could result in road damage or the transport of sediment to nearby stream channels, generally October 15 to May 15. If the Authorized Officer, in consultation with Field Office watershed specialists and engineers, determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, a conditional waiver for hauling may be granted. The conditional waiver may be suspended or revoked if conditions become unacceptable as determined by the Authorized Officer.

- (14) L-19 The Purchaser may wet season (October 16 to May 14) haul, with the Authorized Officer's approval on the following roads: 38-3-14.00, 38-3-15.00, 38-3-15.01, and 38-3-15.02. If the use of these roads during the wet season causes or begins to cause road damage or the transport of sediment into streams, the Authorized Officer may suspend wet season haul or require additional erosion control devices to prevent damage or off-site transportation of sediment. Additional rock may be required at the Purchaser's expense to repair any damage that occurs to the road during wet season haul.

The Purchaser shall have the option to rock road numbers 38-3-15.04 and 38-3-21.00 for wet weather haul. Purchaser option rocking depths will be determined and approved by the Authorized Officer. Any costs for rocking and installation of additional drainage features will be at the Purchaser's expense and shall be completed in accordance with the Authorized Officer.

- (15) L-19 There are no known NSO sites within 0.25 miles of proposed harvest units. If discovery of any new owls occurs within 0.25 miles of harvest units following the sale date, seasonally restrict harvest activities from March 1st to September 30th within 0.25 mile of new NSO sites.

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No operations shall be conducted within all harvest units, as shown on Exhibit A, between March 1st through July 15th of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Northern Spotted owl protocol surveys conducted by the Bureau of Land Management in accordance with accepted standards that Northern Spotted owl nesting and/or fledging activities are not occurring during the year or time of harvest.

- (16) L-24 Before cutting and removing any trees necessary to facilitate logging in all units as shown on Exhibit A, the Purchaser shall identify the location of 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:
- (a) All skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees 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 shall be limited to twelve (12) feet, and cable yarding roads shall be limited to fifteen (15) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees when the trees have been marked with pink 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.(e). of the contract.
 - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that all trees otherwise reserved in section 43 of the contract or any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral

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modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
 - (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with 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.
 - (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint or blacking out white 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). 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.
- (17) L-25M Except for logs sold and removed from the contract area, all logs from areas specified below and shown on Exhibit A, which meet the length and diameter specifications shown below, shall be yarded and hauled off the sale area. If a log or piece of log meeting the specifications shown below is bucked and left in place, all portions of that log shall be yarded and decked or windrowed to the following described log destination area(s).

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Specified Areas	Log Destination Areas	Log Specifications
All Units as shown on Exhibit A.	Hauled off sale area	Logs, including hardwoods, which are [8] inches DBH or larger, and longer than [17] feet in length.

- (18) L-25 In the skyline units shown on Exhibit A, the Purchaser shall make cable road changes by completely re-spooling the cables and restringing the layout from the head spar to the new tailhold to protect the advance reproduction present on these areas.
- (19) L-32 In all units as shown on Exhibit A, trees which are greater than or equal to thirty-six (36) inch DBH that need to be cut for safety or operations shall be retained in a safe and stable manner within the unit, unless otherwise agreed to by the Authorized Officer.

(R) ROAD CONSTRUCTION, MAINTENANCE, AND USE

- (1) R-2: The Purchaser is authorized to use the roads listed and shown on Exhibit D Section 3001 for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance obligations described in Provision R-2d. The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.
- (2) R-2a: With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Provision R-2f 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.
- (3) R-2d: For road numbers 38-3-14.00, 38-3-15.00, 38-3-15.01, and 38-3-15.02 the Purchaser shall pay a rockwear fee of \$0.85 per thousand board feet log scale per mile for the use of said roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. **The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the

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Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance payment due, such excess shall be returned to the Purchaser after such determination is made.

- (4) R-2e: The Contracting Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance and rockwear fees for the particular surface type of the roads involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Exhibit D Section 3001. If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.
- (5) R-2f: The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- (6) R-3c: The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (7) R-4: The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicle.
- F. Operating speed.

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- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner.

The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

- (8) R-5: Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

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

(D) Environmental Protection

- (1) E-1 During operations the operator would be required to have a BLM-approved spill plan or other applicable contingency plan. In the event of any release of oil or hazardous substance, as defined in Oregon Administrative Rules (OAR) 340-142-0005 (9)(d) and (15), into the soil, water, or air, the operator would immediately implement the site's plan. As part of the plan, the operator would be required to have spill containment kits present on the site during operations. The operator would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act, Compliance with the Rules and Regulations of the Department of Environmental Quality. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements, contained in Oregon Department of Environmental Quality regulations (SP-05, SP-06, and SP-07).

In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. In addition, such plan shall follow all applicable State of Oregon Department of Environmental Quality guidelines for spill prevention and containment of petroleum products (Oregon Administrative Rules,

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Chapter 340, Department of Environmental Quality, Division 142, Oil and Hazardous Materials Emergency Response Requirements).

- (2) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall Store all hazardous materials and petroleum products in durable containers placed outside of Riparian Reserves. Locate so an accidental spill would be contained nor drain into any stream system (SP-03).

Refuel equipment a minimum of 175 feet from streams, ponds, or other wet areas. Store equipment containing reportable quantities of toxic fluids outside of the Riparian Reserve. Hydraulic fluid and fuel lines would be in proper working condition in order to minimize leakage into streams (SP-03).

- (3) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only be allowed to use equipment that is free of noxious weed seeds prior to entering federal lands in the contract area as shown on Exhibit A.

If equipment is not considered free of noxious weed seeds by the Government, it shall be cleaned prior to entering federal lands. Cleaning shall be defined as removal from all surfaces including the under carriage any dirt, grease, plant parts, and material that may carry noxious weed seeds onto federal lands. Cleaning prior to entering federal lands may be accomplished by using a pressure hose.

Equipment shall be subject to visual inspection by the Government to certify that the equipment is free of noxious weed seeds. Only equipment inspected by the government shall be allowed to operate on federal lands within the contract area. The purchaser shall make equipment available for government inspection at an agreed upon location off federal lands prior to any move-in of equipment.

Requirements as outlined above may be waived by the Government if move-in is from one "weed free area" to another "weed free area", as determined by the Government, or as conditions warrant.

- (4) E-1 In addition to the requirement set forth in Sec. 26 of this contract and as directed by the Authorized Officer, the Purchaser shall block all temporary roads, and newly constructed landings (except landings located along temp spurs to be decommissioned), and at any location where an existing barricade has been removed to provide access to units as shown on Exhibit A. Temporary roads, and newly constructed landings (except landings located along temp spurs to be decommissioned), shall be blocked in the same season of use (generally by October 15th). If hauling on a temporary route or its associated landings is not completed in the same year the route is constructed, the route will be storm-proofed and blocked by October 15th or before soil moisture exceeds 25%.

Road renovation would occur during the dry season (May 15th to October 15th). Variations in these dates would be permitted dependent upon weather and soil moisture conditions and with a specific erosion control plan (e.g., rocking, water-

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barring, seeding, mulching, barricading) as determined by the Authorized Officer in consultation with aquatic and/or soils scientists. All road and landing construction activities would be stopped when a storm event resulted in degrading conditions as evidenced by turbid runoff, turbid ditch flow, ponding, or rutting or other displacement in excess of two inches. Watershed specialists would closely monitor storms that result in precipitation and would convey pertinent information to the Authorized Officer. Similarly, the Authorized Officer would convey road, landing, and ditch conditions to the aquatic and/or soil specialists.

De-compact skid trails, landings, and temporary roads where needed to achieve no more than 20% detrimental soil conditions and to minimize runoff. Construct water bar all temporary routes and associated landings, and roads identified for full decommissioning to a depth of 18 inches or bedrock (whichever is shallower). Avoid subsoiling areas near tree roots and where there are rocks larger than 2 feet across. Apply native, site-specific seed approved by the field office botanist and weed-free straw, and block upon completion of use. Seeding and mulching would occur in the same operational season that construction activities occur. If hauling is not completed in the same year the route is constructed, storm proof and block the route by October 15th or before soil moisture exceeds 25%.

Place woody debris or other appropriate barriers (e.g., rocks, logs, and slash) on the first 100 feet of skid trails leading off system roads in all ground-based yarding units upon completion of yarding to block and discourage unauthorized vehicle use.

In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall construct road barricades as specified on Exhibit C, at locations where an existing barricade has been removed to provide for harvest access. Barricades shall be in place by October 15th of each calendar year.

Block skid trails by October 15th of the year of harvest unless a waiver is in place for ground-based yarding to extend the dry season.

- (5) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall seed and mulch all temporary roads, and newly constructed landings within the project area as shown on Exhibit A.

Apply native, site-specific seed approved by the field office botanist, weed-free straw, and/or water-bars to the top 50 feet of the skyline-cable yarding corridor where yarding logs to the road results in extended soil exposure.

Seed and mulch all predesignated skid trails, designated skid trails, and forwarder trails used for logging activities in all ground-based units as shown on Exhibit A, beginning where the trail takes off of system roads, or landing areas for a distance of one hundred (100) feet, or as needed as determined by the authorized officer

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Seed must be native species, site-specific, and approved by the resource area botanist. If hauling on a temporary route or its associated landings is not completed in the same year the route is constructed, the route will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.

Apply native, site-specific seed and straw between September 1st and October 31st, and/or between February 1st and March 31st of the year of harvest, unless otherwise approved by Authorized Officer.

The Purchaser shall furnish the specific seed mixture prescribed by the Authorized Officer, which will include up to 3 grasses and 2 forbs from the following list, but may include substitutions approved by the Authorized Officer:

Grasses: *Achnatherum lemmonii*, *Bromus carinatus*, *Brumus vulgaris*, *Elymus glaucus*, *Festuca californica*, *Festuca roemeri*, *Koeleria macrantha*, *Poa secunda*, *Vulpia microstachys*

Forbs: *Achillea millefolium*, *Clarkia purpurea*, *Clarkia rhomboidea*, *Collinsia grandiflora*, *Eriophyllum lanatum*, *Lupinus bicolor*, *Madia elegans*, *Madia gracilis*
 The proportion of each species in the mixture shall be prescribed by the Authorized Officer.

The Purchaser shall apply prescribed seed and straw mulch to acres designated for treatment, as directed by the Authorized Officer, at the following rates of application:

Grass seed	20 to 25 lbs/acre (cumulative, all species)
Forb seed	0.5 to 2 lbs/acre (cumulative, all species)
Straw mulch	1000 lbs/acre

The Purchaser shall apply seed and straw mulch between September 1st and October 31st, and/or between February 1st and March 31st of the year of harvest. Deviations from that timing must be approved by the Authorized Officer. The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date that he/she intends to commence revegetation and soil stabilization work.

If the Purchaser furnishes seed from any source other than the BLM, that seed shall meet the following minimum test standards:

<u>Test</u>	<u>Grasses (%)</u>	<u>Forbs (%)</u>
Purity:	95	80
Germination:	85	70
Other species/weed content (max):	0.2	0.2
Noxious weed content:	Prohibited	Prohibited

Furnished seed shall meet the minimum requirements for either Yellow Tag Source Identified Seed or Blue Tag Certified Class Seed, as defined by the Association of Official Seed Certifying Agencies. Seed source shall be approved by the Authorized Officer and shall be from the EPA Level III Ecoregion in which the project occurs. For each lot of seed, the Purchaser shall furnish the Authorized Officer a Seed Test

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result from a certified seed testing lab (e.g., Oregon State University), which shall include: test date; lot number; seed source; and results of test for purity, germination, and weed content. All seed lots must have been tested within the previous 12 months to be accepted. Seed that has become wet, moldy, or otherwise damaged shall not be accepted. Seed must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work.

If the Purchaser furnishes straw mulch from any source other than the BLM, the material must be from native grass or other approved sterile grain crops that are certified weed free and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for spreading in a uniform manner. Straw mulch must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work.

- (6) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit W (special provisions), which is attached hereto and made a part hereof.
- (a) Water-bar all skid trails and yarding corridors as needed to prevent erosion by October 15th of the year of harvest.
- (b) Install water-bars at the same time as subsoiling (if both are required) unless skid trails are needed to complete harvest the following season. In that case, water bars would be constructed and straw would be applied to exposed soil prior to fall rains to reduce sedimentation during winter months. Water-bar spacing on tractor skid trails would be based on the RMP erosion-control measures for timber harvest, which considers slope and soil series.
- (7) E-3 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (b) when, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (c) Federal proposed, Federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

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- (d) 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;
- (e) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (f) when, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) when, in order to protect species which were identified for protection in accordance with management direction 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

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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.j. 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, court-ordered injunctions, or an IBLA issued stay or remedy, 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

In the event the contract is modified or 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

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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.

- (8) E-5 There are no known NSO sites within 0.25 miles of proposed harvest units. If discovery of any new owls occurs within 0.25 miles of harvest units following the sale date, seasonally restrict harvest activities from March 1st to September 30th within 0.25 mile of new NSO sites. The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

(E) Miscellaneous

- (1) M-2 The Government at its option may check scale any portion of the timber removed from the contract area. The Purchaser hereby agrees to make such contract timber available for scaling at a location designated by the Authorized Officer. In the event that BLM elects to check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced One Thousand Four Hundred Fifty-Nine Dollars and Fifty Cents (\$1,459.50). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$0.75 per net thousand board foot of timber scaled which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any

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expense or loss incurred as a result of such scaling in log transportation and/or yard operations. Such adjustment to the total purchase price shall be made by unilateral modification of the contract executed by the Contracting Officer. Scaling will be conducted by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

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(F) Fire Prevention and Control

1. F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) 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 State of Oregon, Department of Forestry.
 - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
2. F-2a 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 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 not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths ($\frac{3}{4}$) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
3. F-2b A round pointed size zero (0) or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
4. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
5. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such

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communication shall be available during periods of operation including the time watch-service is required.

6. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
7. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
8. F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
9. F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator 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. A size "0" or larger shovel shall be available with each gas can when refueling. 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.
10. F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
11. F-8 Blasting caps and fuses shall not be used during closed fire season or any period of fire danger on any land administered by the Government. Blasting with electric detonators during the closed fire season or periods of fire danger is permitted only between the hours of 4:00 a.m. and 10:00 a.m.

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(G) Slash Disposal and Site Preparation

1. SD-1c EXCAVATOR PILE AND BURN. Pile all slash in units or portions of units as determined by the Authorized officer in accordance with the following specifications:
 - a. Piling shall be accomplished with a track-mounted excavator with track shoes producing less than ten (10) pounds per square inch ground pressure. The excavator shall be equipped with a hydraulic thumb or rotating, controllable grapple head. The machine shall have a minimum reach of twenty-five (25) feet. Finished piles shall be tight and free of earth. No portion of the Excavator pile will be within 25 feet of the dripline of any living conifer tree.
 - b. Pile all slash, brush and downed hardwoods which are greater than two (2) inch and less than sixteen (16) inches in diameter on the large end and exceed two (2) feet in length. Existing reproduction of commercial coniferous species shall be protected where feasible.
 - c. Unmerchantable logs greater than sixteen (16) inches on the small end shall be left in place or positioned so that they will not be burned.
 - d. Prior to the commencement of piling work, all equipment shall meet the approval of the Authorized Officer.
 - e. Excavators are limited to designated skid roads approved by the Authorized Officer.
 - f. Additional trails needed shall be approved by the Authorized Officer, and the excavator shall be limited to one pass on these trails. The excavator shall pile by walking over the slash and working back to the designated trails. Existing reproduction of commercial coniferous species shall be protected where feasible.
 - g. A ten (10) foot by ten (10) foot cover of four (4) mil black plastic or equivalent material shall cap each excavator pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Covering shall be done at time of piling.
 - h. Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows: Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.

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2. SD-1f LOP AND SCATTER Lop and scatter all slash as directed by the Authorized Officer, concurrently with normal felling operations. All tops and side branches must be free of the central stem so that such slash is reduced to the point that it is within eighteen (18) inches of the ground at all points.

3. SD-1h HANDPILE Handpile all slash as directed by the Authorized Officer in accordance with the following specifications:
 - (a) Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.

 - (b) Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds three (3) feet in length.

 - (c) A six (6) foot by six (6) foot sheet of four (4) mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third ($\frac{1}{3}$) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half ($\frac{1}{2}$) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Pile size shall be a maximum of eight (8) feet in diameter and eight (8) feet in height and minimum size of six (6) feet in diameter and five (5) feet in height. No piles shall be circular and not windrowed. No pile shall be located within sixty (60) feet of fish-bearing, perennial streams or within thirty-five (35) feet from non-fish-bearing, intermittent streams. Piles shall not be located on down logs, stumps, talus slopes, roadways, or drainage ditches. No pile shall be located within ten (10) feet of reserve trees, any other pile, or unit boundary. No pile shall be located within fifteen (15) feet of official BLM recreation trail centerlines. No pile shall be located within twenty-five (25) feet of designated wildlife trees. No portion of the pile will be under the crown of any living conifer tree. Do not hand pile slash within 35 feet from intermittent stream channels and 120 feet from perennial streams.

 - (d) Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:

ORM06-TS-2024.0010 FOREST CREEK SALVAGE TIMBER SALE
SPECIAL PROVISIONS

- (I) Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.
- (4) SD-1i LANDING PILES In all units as shown in the Exhibit A, pile all slash located within fifty (50) feet on each side of each landing. Slash shall be piled by a grapple loader. Finished piles shall be tight and free of earth. Do not machine pile slash within riparian areas, unless otherwise directed by the Authorized Officer.
- (a) A ten (10) foot by ten (10) foot cover of four (4) mil black plastic shall cap each pile to maintain a dry ignition point that contains fine fuels (i.e. kindling). The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are. No portion of the landing pile will be within 50 feet of the dripline of any living conifer tree. Utilize areas with existing disturbed soils for machine piles where feasible.
- (5) SD-4 Logging Residue Reduction. In addition to the requirements of Sect.15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract:
- Prior to commencement of any operation under this section of the contract, a slash disposal and site preparation pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at this pre-work conference.
- Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.
- Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.
- (6) SD-4a SLASHING DAMAGED RESIDUALS. Slash all sprung or otherwise severely damaged trees greater than one (1) inch and less than six (6) inches D.B.H.O.B. concurrently with logging as designated by the Authorized Officer. All slashing is to be completed prior to any required piling of slash.

ORM06-TS-2024.0010 FOREST CREEK SALVAGE TIMBER SALE
SPECIAL PROVISIONS

(7) SD-5 Perform logging residue reduction and site preparation work on approximately two hundred and one (200) acres of harvest area as directed by the Authorized Officer.

(a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

(b) The following treatments were assumed for appraisal purposes on this contract:

Treatment Level	Cost Per Acre	Number of Acres	Total Cost Per Treatment Type
Lop and Scatter	\$72.00	200	\$14,400.00
Handpile L 1	\$365.00	0	0.00
Hand Pile Burn	\$70.00	0	0.00
Machine Pile Burn	\$100.00	30	\$3,000.00

Lop and Scatter Total:	\$14,400.00
Burn Total:	\$3,000.00
Complete Total:	\$17,400.00

(c) The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 44(G(7)(a)) differs from: Seventeen thousand four hundred dollars (\$17,400.00) as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 44(G(7)(a)).

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

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

ORM06-TS-2024.0010 FOREST CREEK SALVAGE TIMBER SALE
SPECIAL PROVISIONS

Purchaser also shall be responsible for such additional costs.

(H) CONTRIBUTIONS

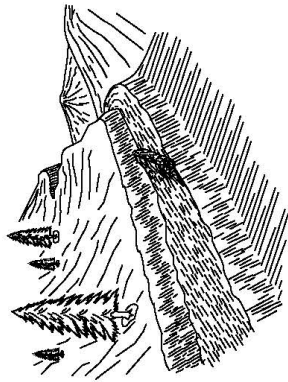
- (1) C-1 The Purchaser shall perform HAND AND MACHINE PILE BURNING in accordance with Section 44(G)(7). The Purchaser shall have the option of completing the hand and machine pile burning work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of three thousand dollars (\$3,000.00) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this contribution prior to the date of execution of this contract. If the total contribution does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to the commencement of operations. If the total contribution exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.

(I) Equal Opportunity in Employment

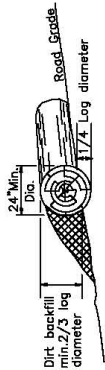
- (1) Certification of Nonsegregated Facilities attached hereto and made a part hereof.

ORM06-TS-2024.0010 FOREST CREEK SALVAGE TIMBER SALE
SPECIAL PROVISIONS

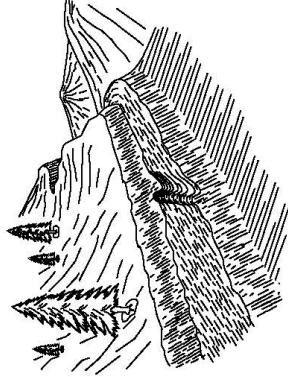
EXHIBIT W
 SHEET 1 OF 1



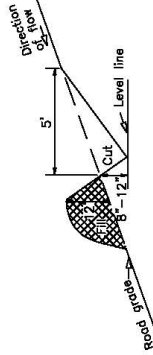
LOG BARRICADE



1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES FROM THE CUT BANK TO THE FILL SLOPE.
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".



WATER BAR



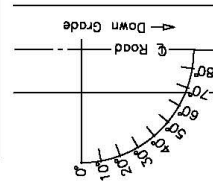
1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
4. PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

WATER BAR SPACING *

ROAD GRADE %	LOAM OR CLAY	DECOMPOSED LOAM GRANITE	FEET
4-6	400	300	200**
7-9	300**	200	150
10-14	200	150	90
15-20	150	90	50
21-40	90	50	25

* DISTANCES ARE MAXIMUM.
 ** ON GRADES IN EXCESS OF 10% CONSTRUCT WATER BARS.

SKEW DIAGRAM



UNITED STATES DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 MEDFORD DISTRICT - MEDFORD, OREGON

DRAINAGE & EROSION CONTROL INSTALLATION

DRAWN: JWR SCALE: NONE
 DATE: August 2013 SHEET 1 OF 1
 DRAWING NO. OR-11-9113.4-8

Seasonal Restriction Matrix

Forest Creek Salvage Timber Sale
 ORM06-TS-2024.0010

* Restricted Times are Shaded

** Crosshatched areas are available for a waiver by contracting officer, see contract for guidelines.

Sale Unit	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	
Activity																									
Ground-based yarding; road and landing construction; road renovation; road closure and decommissioning work; and soil de-compaction operations ¹																									
Hauling on natural surface or inadequately surfaced roads ²																									
Seeding ³																									
All timber harvest activities ⁴																									
ANY UNIT WITH NEW OWL																									

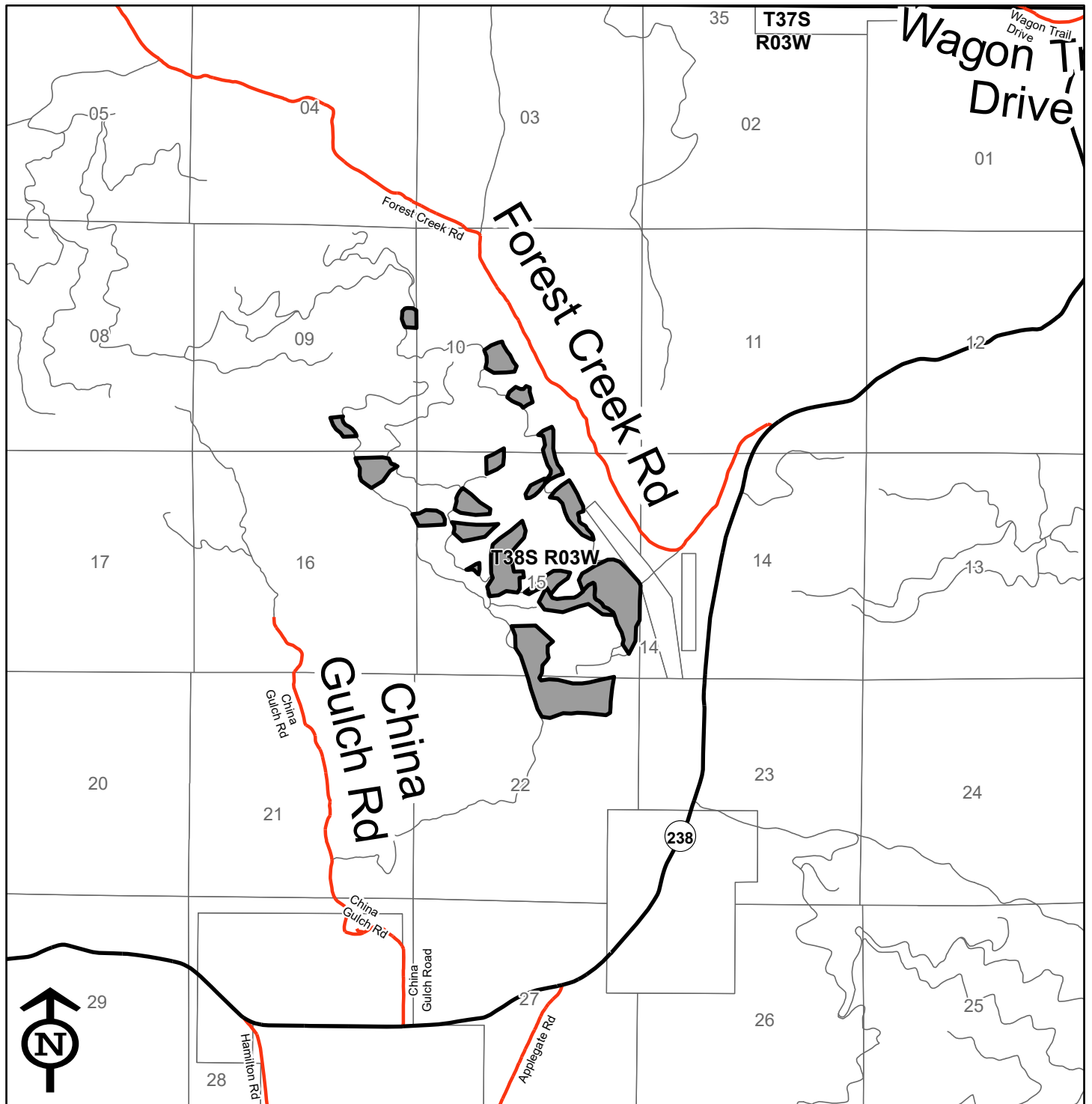
¹ Wet season restrictions may be shortened or extended depending on weather conditions.

² Hauling restriction may be shortened or extended based on site specific current road and ground conditions (see L-19 in contract)

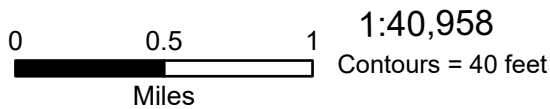
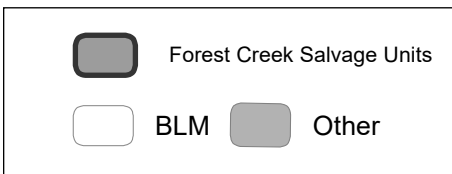
³ Seeding dates may be extended if approved by appropriate specialists

⁴ Spotted Owl seasonal restrictions from July 16 through September 30 may be shortened if it is determined that spotted owl nesting and/or fledgling activities are not occurring in the area.

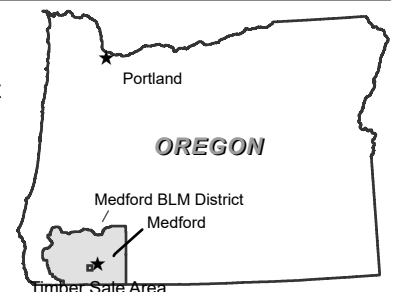
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Medford District BLM - July 2024



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FOREST CREEK SALVAGE UNITS		
Unit #	Acres	Log system
9-1	3	Cable
10-1	4	Cable
10-2	9	Cable
10-3	3	Cable
15-1a	36	Ground Based
15-1b	12	Cable
15-2	7	Cable
15-3	2	Ground Based
15-4	4	Cable
15-5	11	Cable
15-6	21	Cable
15-7	7	Cable
15-8	7	Cable
15-10	5	Cable
15-12	6	Cable
15-13	1	Cable
16-1	10	Cable
22-1	52	Cable
	200	

RTM-Reserve Tree Mark, SH-Salvage Harvest, GB-Ground-Based, C-Cable,
 LS - Lop and Scatter
















TOTAL LAYOUT AREA.....200 ACRES

TOTAL HARVEST AREA.....200 ACRES



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Legend

	Found Corner		100 ft. Index Contour
	Barricade, Existing		Government Lot
	Road		Contract Area
	New Road Construction		Archeological Site Buffer
	Temporary Road Construction		BLM Administered Land
	Designated Tractor Swing Road		Non-BLM Land
	Stream		Group Selects
			Boundary of Cutting Area

RTM-SH-GB

RESERVE TREE MARK, SALVAGE HARVEST, GROUND BASED
 UNITS, 15-1A, 15-3

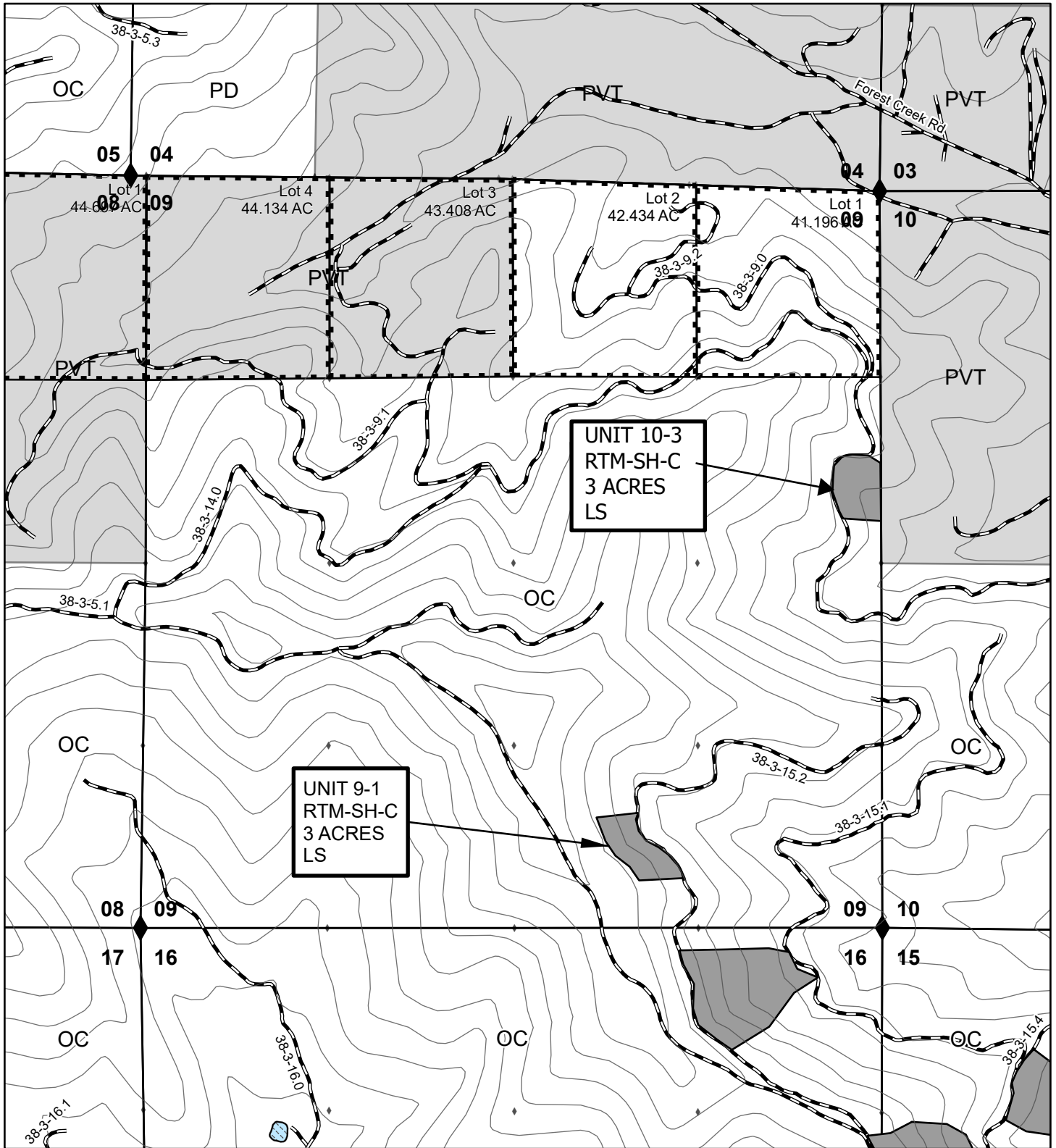
RTM-SH-C

RESERVE TREE MARK, SALVAGE HARVEST, CABLE/YOADER
 UNITS 9-1, 10-1, 10-2, 10-3, 15-1B, 15-2, 15-4, 15-5, 15-6, 15-7, 15-8, 15-10,
 15-12, 15-13, 16-1, AND 22-1.

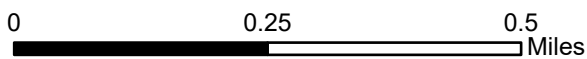
LS

LOP AND SCATTER (HARVEST ACTIVITY SLASH)





100 FOOT CONTOURS

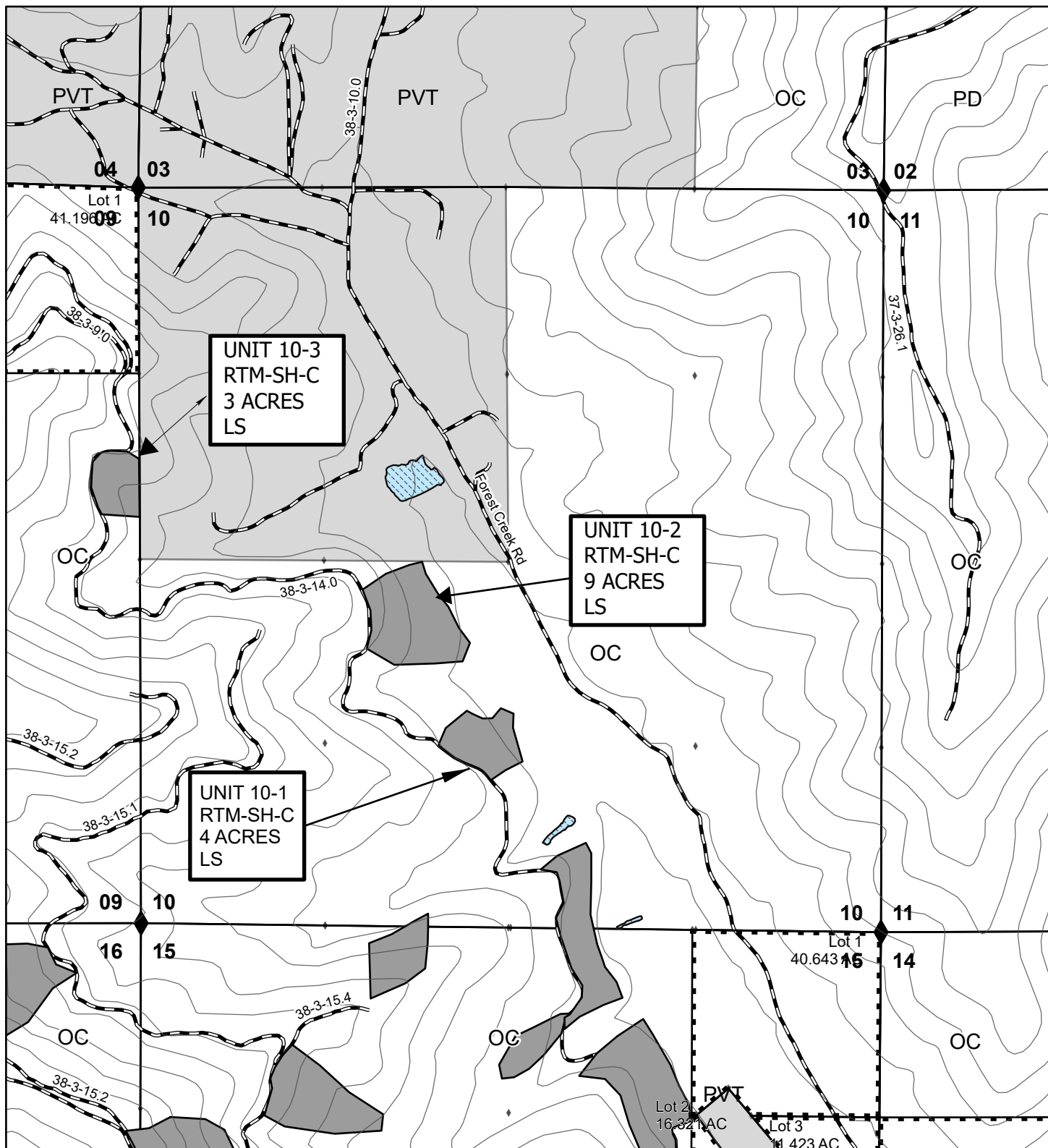


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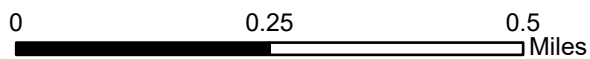


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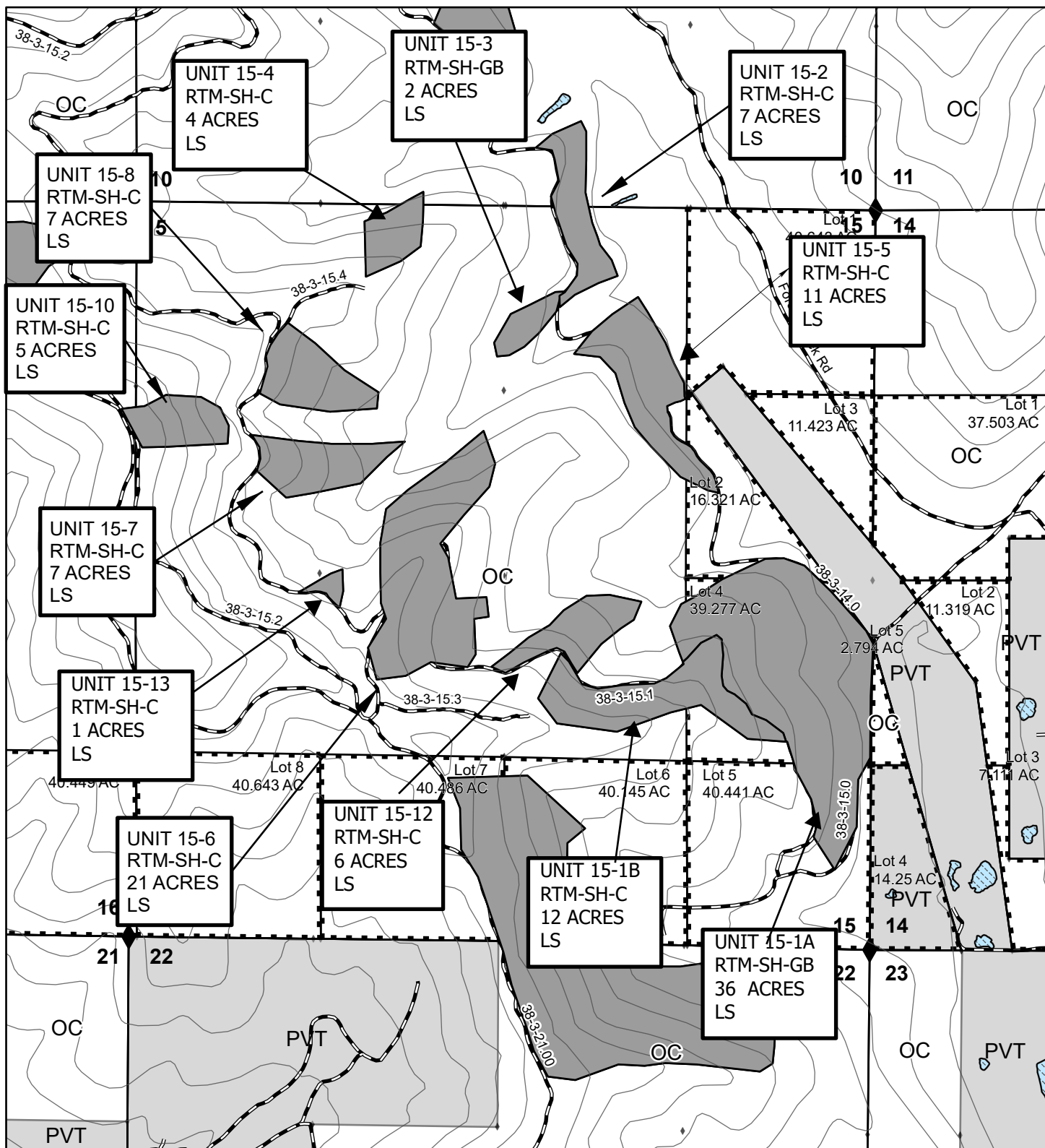


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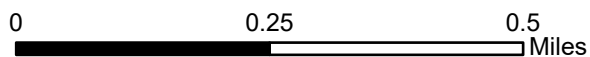


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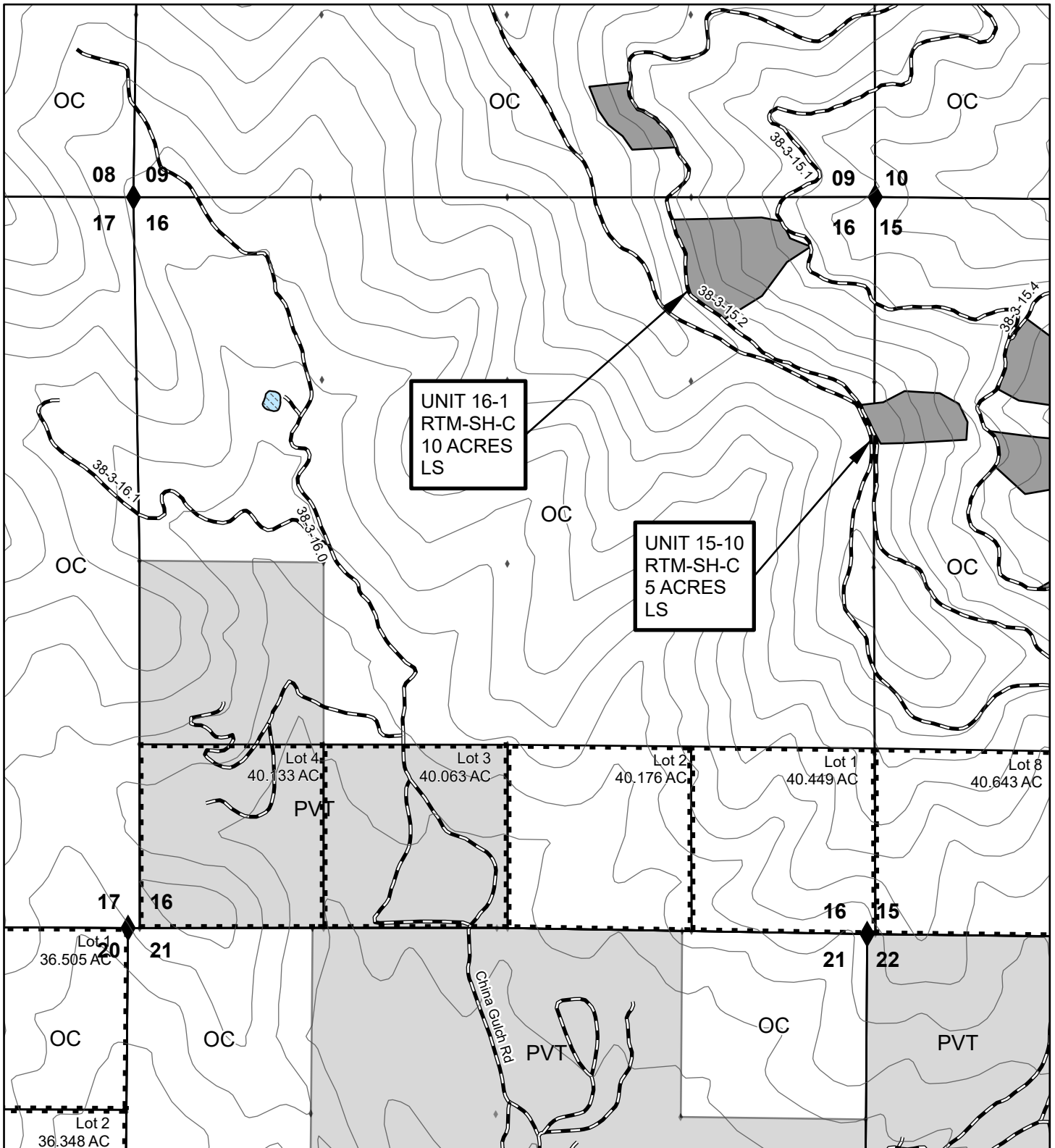


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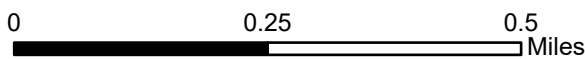


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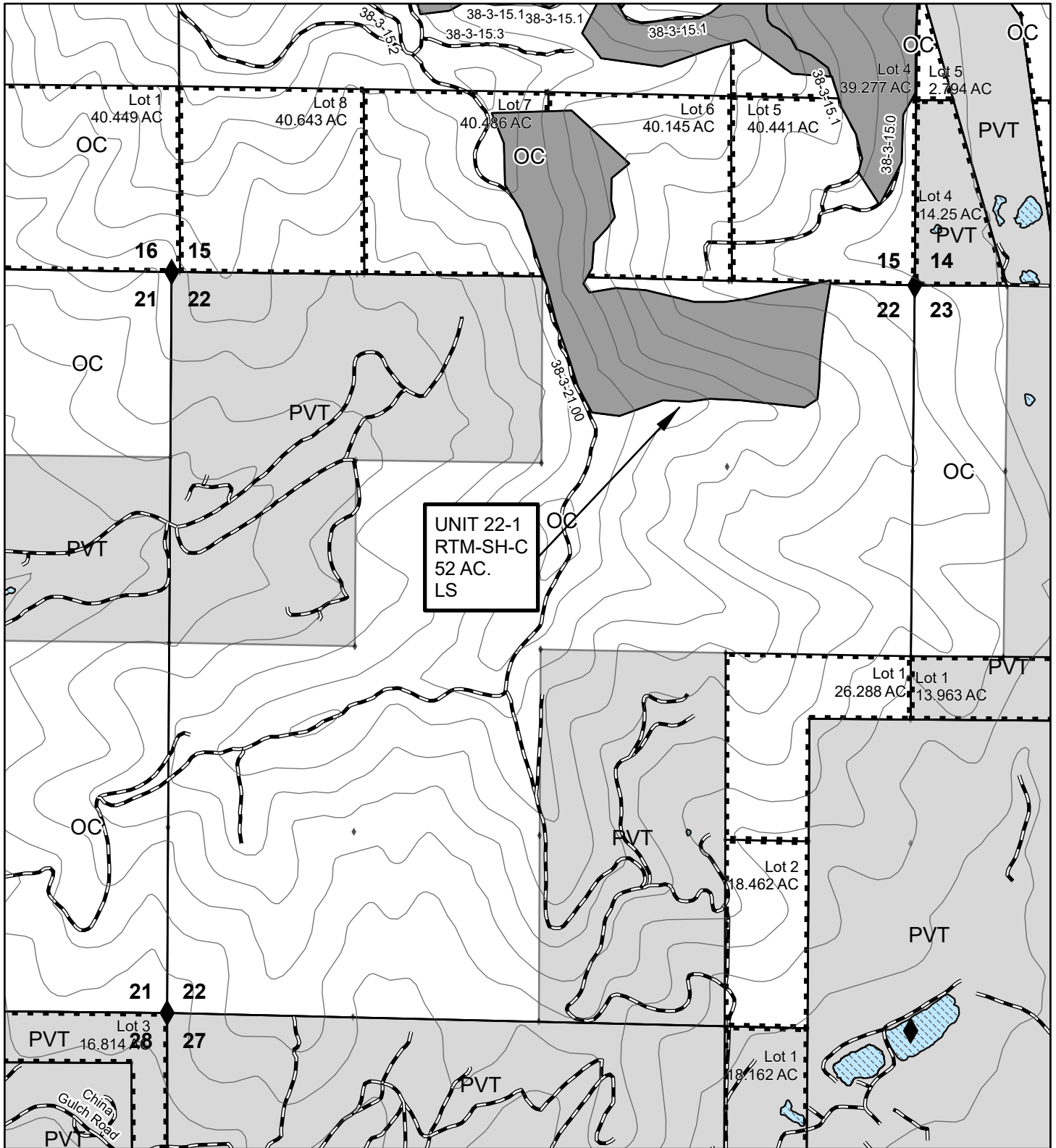


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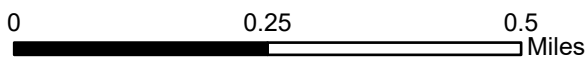
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UNIT 22-1
 RTM-SH-C
 52 AC.
 LS

100 FOOT CONTOURS



1:12,000



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**Information for Timber Sale Notice, Prospectus, Sec. 43 & 44
Forest Creek Salvage Timber Sale
ORM06-TS-2024.0010**

Approx # of trees	Est Volume MBF 32'	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Value (\$)
10,641	0.0	Douglas Fir	1,946.0	\$70.60	\$137,387.60
10,641	0.0		1,946.0		\$137,387.60

CRUISED BY:	Siemer/Casillas/Parks
CRUISE COMPLETED:	June 2024
COMBINED SAMPLING ERROR:	13.69%

CRUISE DESIGN/METHOD Description:
Variable Plot with PCM Tree Method, 1 Plot per every acre Total Plot cruised = 230, BAF 40

TRACT FEATURES

ALL SPECIES

QM DBH	17.0	INCHES
GM LOG	77	BD FT
Total Gross Volume	3,406	MBF
Recovery	57	%
Salvage	1,946	MBF
Export	0	MBF

Dominant Species: Douglas Fir

QM DBH	17.0	INCHES
GM Log	77	BD FT
Recovery	57	%
Salvage	1,946	MBF

Admin Scale Allowance		\$0.75	\$/MBF
	TOTAL ADMIN. SCALE Allowance	\$1,459.50	

EXPORT VOLUME (LE-1)	Port Orford Cedar	0	MBF
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Reserve Tree Paint Color	Reserve Tree Count
Orange	983

Harvest Tree Paint Color	Harvest Tree Count
	0



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

Timber Appraisal

Sale Name: Forest Creek Salvage	Sale Date: Thursday, September 26, 2024
BLM District: Medford DO	Unit of Measure: 16' MBF
Contract #: ORM06-TS-2024.0010	Contract Term: 12 months
Sale Type: Advertised	Contract Mechanism: 5450-004

Scale Sale of Timber and other Wood Products

Content

- Timber Appraisal Summary**
- Stumpage Summary**
- Unit Summary**
- Stump to Truck**
- Transportation**
- Engineering Allowances**
- Other Allowances**

Prepared By: Siemer, Eric S - 9/3/2024

Approved By: -

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	38S	3W	9	SE¼ NE¼, SW¼ SE¼	Willamette
O&C	Jackson	38S	3W	10	E½ SW¼, SW¼ SE¼	Willamette
O&C	Jackson	38S	3W	15	NE¼ NE¼, SW¼ NE¼, E½ NW¼, SW¼ NE¼, E½ SW¼, SE¼	Willamette
O&C	Jackson	38S	3W	16	NE¼ NE¼	Willamette
O&C	Jackson	38S	3W	22	N½ NE¼	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,946.0	3,017.0	3,406.0	35,085	9,002	10,641
Totals	1,946.0	3,017.0	3,406.0	35,085	9,002	10,641

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	200.0	0.0	200.0	9.7

Comments:

Salvage sale for Douglas-fir mortality from beetle kill.

Logging Costs

Stump to Truck	\$564,955.00
Transportation	\$119,070.00
Road Construction	\$0.00
Maintenance/Rockwear	\$28,631.26
Road Use	\$0.00
Other Allowances	\$17,400.00
Total:	\$730,056.26
Total Logging Cost per MBF:	\$375.16

Utilization Centers

Location	Distance	% of Net Volume
White City, OR	21.0 miles	99%
White City, OR	21.0 miles	1%

Profit & Risk

Profit	11%
Risk	4%
Total Profit & Risk	15%

Tract Features

Quadratic Mean DBH	17.0 in
Average GM Log	77 bf
Average Volume per Acre	9.7 mbf
Recovery	57%
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	1,946 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	10%
Average Yarding Slope	20%
Average Yarding Distance	500 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	90%
Average Yarding Slope	50%
Average Yarding Distance	600 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0%
Average Yarding Slope	0%
Average Yarding Distance	0 ft

Cruise

Cruise Completed	June 2024
Cruised By	Siemer/Casillas/Parks
Cruise Method	
Variable Plot with PCM Tree Method, 1 Plot per every acre Total Plot cruised = 230, BAF 40	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value (\$)
Douglas Fir	10,641	1,946.0	\$524.47	\$78.67	\$375.16	\$0.00	\$70.60	\$137,387.60
Totals	10,641	1,946.0						\$137,387.60

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir			4.0%	62.0%	27.0%	7.0%	

Comments: Using 80% of green values for all Salvage sales. All prices reduced by 20% .

Unit: 9-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	25.0	41.0	47.0	169
Totals:	25.0	41.0	47.0	169

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 10-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	47.0	69.0	75.0	195
Totals:	47.0	69.0	75.0	195

Net Volume/Acre: 11.8 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 10-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	74.0	122.0	142.0	508
Totals:	74.0	122.0	142.0	508

Net Volume/Acre: 8.2 MBF

Regeneration Harvest	0.0
Partial Cut	9.0
Right of Way	0.0
Total Acres:	9.0

Unit: 10-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	35.0	52.0	56.0	146
Totals:	35.0	52.0	56.0	146

Net Volume/Acre: 11.7 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

Unit: 15-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	396.0	650.0	757.0	2,710
Totals:	396.0	650.0	757.0	2,710

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	48.0
Right of Way	0.0
Total Acres:	48.0

Unit: 15-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	83.0	121.0	132.0	340
Totals:	83.0	121.0	132.0	340

Net Volume/Acre: 11.9 MBF

Regeneration Harvest	0.0
Partial Cut	7.0
Right of Way	0.0
Total Acres:	7.0

Unit: 15-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	24.0	34.0	38.0	97
Totals:	24.0	34.0	38.0	97

Net Volume/Acre: 12.0 MBF

Regeneration Harvest	0.0
Partial Cut	2.0
Right of Way	0.0
Total Acres:	2.0

Unit: 15-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	47.0	69.0	75.0	195
Totals:	47.0	69.0	75.0	195

Net Volume/Acre: 11.8 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

Unit: 15-5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	130.0	190.0	207.0	535
Totals:	130.0	190.0	207.0	535

Net Volume/Acre: 11.8 MBF

Regeneration Harvest	0.0
Partial Cut	11.0
Right of Way	0.0
Total Acres:	11.0

Unit: 15-6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	174.0	285.0	331.0	1,186
Totals:	174.0	285.0	331.0	1,186

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	21.0
Right of Way	0.0
Total Acres:	21.0

Unit: 15-7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	58.0	95.0	110.0	395
Totals:	58.0	95.0	110.0	395

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	7.0
Right of Way	0.0
Total Acres:	7.0

Unit: 15-8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	58.0	95.0	110.0	395
Totals:	58.0	95.0	110.0	395

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	7.0
Right of Way	0.0
Total Acres:	7.0

Unit: 15-10

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	41.0	68.0	79.0	282
Totals:	41.0	68.0	79.0	282

Net Volume/Acre: 8.2 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 15-12

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	50.0	81.0	95.0	339
Totals:	50.0	81.0	95.0	339

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	6.0
Right of Way	0.0
Total Acres:	6.0

Unit: 15-13

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	8.0	14.0	16.0	56
Totals:	8.0	14.0	16.0	56

Net Volume/Acre: 8.0 MBF

Regeneration Harvest	0.0
Partial Cut	1.0
Right of Way	0.0
Total Acres:	1.0

Unit: 16-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	83.0	136.0	158.0	565
Totals:	83.0	136.0	158.0	565

Unit: 22-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	613.0	895.0	978.0	2,528
Totals:	613.0	895.0	978.0	2,528

Net Volume/Acre: 8.3 MBF

Regeneration Harvest	0.0
Partial Cut	10.0
Right of Way	0.0
Total Acres:	10.0

Net Volume/Acre: 11.8 MBF

Regeneration Harvest	0.0
Partial Cut	52.0
Right of Way	0.0
Total Acres:	52.0

Total Stump To Truck	Net Volume	\$/MBF
\$564,955.00	1,946.0	\$290.32

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	Net MBF	600.0	\$230.00	\$138,000.00	YUM Yard Biomass material
Cable: Medium Yarder	Net MBF	1,623.0	\$230.00	\$373,290.00	
Wheel Skidder	Net MBF	100.0	\$90.00	\$9,000.00	YUM Yard Biomass Material
Wheel Skidder	Net MBF	323.0	\$90.00	\$29,070.00	
Subtotal				\$549,360.00	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Deadman Anchor	Each	6.0	\$950.00	\$5,700.00	
Lift Tree	Each	25.0	\$175.00	\$4,375.00	
Landing Cleanup	Hour	20.0	\$135.00	\$2,700.00	
Additional Cat Time	Hour	30.0	\$94.00	\$2,820.00	
Subtotal				\$15,595.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Total	Net Volume	\$/MBF
\$119,070.00	1,946.0	\$61.19

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City, OR	21.0	Boise/Murphy	Net MBF	1,946.0	\$45.00	\$87,570.00	99%
White City, OR	21.0	Biomass/cull	GM MBF	700.0	\$45.00	\$31,500.00	1%

Comments:

Second trans cost of \$22,320 is for hauling all non-merch material for chips or biomass.

Engineering Allowances

Total	Net Volume	\$/MBF
\$28,631.26	1,946.0	\$14.71

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$28,631.26
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$17,400.00	1,946.0	\$8.94

Slash Disposal & Site Prep

Cost item	Total Cost
Lop and Scatter	\$14,400.00
Machine Pile Burn	\$3,000.00
Subtotal	\$17,400.00

Comments:

SD-5 Stip in Special Provisions allows BLM to later fuels treatments of needed after initial sawlog removal.

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

Contract No.: ORM06-TS-2024.0010
Sale Name: Forest Creek Salvage
Issuing Office: Medford District

**EXHIBIT B
SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

I. **Total Actual Purchase Price** - In accordance with Section 3.(f). 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 - Merchantable logs	Measurement Unit	Price Per Measurement Unit
Douglas Fir	1,946 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	12 feet	10 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. 41 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 1 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.(g). 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. If sample log scaling is agreeable to the Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

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 will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). 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 will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available 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 will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

1. Purchaser shall notify the Authorized Officer five (5) days prior to starting or stopping of hauling operations performed under the contract.

2. **All logs will be painted and branded at the landing and accounted for in accordance with Sec. 44. (A)(1) of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).** 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. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.

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 42(B)(12) 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 will 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 will 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.

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 will 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 will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

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
9-1	3	8	24.8		
10-1	4	12	47.1		
10-2	9	8	74.5		
10-3	3	12	35.4		
15-1a	36	8	297.9		
15-1b	12	8	99.3		
15-2	7	12	82.5		
15-3	2	12	23.6		
15-4	4	12	47.1		
15-5	11	12	129.6		
15-6	21	8	173.8		
15-7	7	8	57.9		
15-8	7	8	57.9		
15-10	5	8	41.4		
15-12	6	8	49.7		
15-13	1	8	8.3		
16-1	10	8	82.8		
22-1	52	12	612.9		

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MEMORANDUM OF AGREEMENT FOR YARD SCALING

DISTRICT: Medford _____ AREA: Ashland _____

Scale Site Owner: _____

Scale Site Location: _____

Scale Site Authorized Representative/Phone #: _____

Purchaser: _____

Timber Sale Name: Forest Creek Salvage Timber Sale

BLM Contract No.: ORM06-TS-2024.0010 _____

BLM Authorized Officer(s) and Check Scaler(s)/Phone #s: _____

This Agreement covers the conditions necessary for an authorized yard scaling site. Unless otherwise agreed in writing by the Purchaser, Scale Site Owner, and the Bureau of Land Management (BLM), the following yard scaling requirements will be met and maintained. The BLM will periodically inspect the yard scaling facility for compliance. Approval of this Agreement does not automatically authorize scaling of BLM logs at this site. This Agreement, upon approval, will become part of the Approved Logging Plan as specified in Sec. 41 (___) of the contract. This Agreement will be reviewed annually.

1. **Scaler's Office**

- a. Suitable office space for the scaler's exclusive use shall be provided by the Scale Site Owner immediately adjacent to the scaling site. The office shall be equipped with adequate lights, heat, and a desk.
- b. Sanitary facilities, such as a chemical toilet, shall be provided by Scale Site Owner. The facility shall be readily available to the designated scaling area.

2. **Safety**

- a. Sufficient yard space shall be provided to prevent crowded, unsafe working conditions in and around the scaling area. The face of cold decks, truck and machine traffic, adjacent to scaling area, shall be no closer than forty (40) feet.
- b. Scaling bays shall allow a minimum safety margin of ten (10) feet between log ends of adjacent scaling bays.
- c. Log stackers shall not work in scaling bays that are currently being scaled by the scaler or check scaler. Log stackers shall keep a safe distance from scaler(s) when operating in adjacent scaling bays.
- d. Safe and suitable all-weather parking adjacent to the scaling area shall be provided for scalers and check scalers use.

3. Log Accountability

- a. It is the intent, by all parties to this Agreement, that all loads will be scaled the same day as delivered. Nevertheless, at least two loads will remain in place in the designated scaling bays until replaced by other loads or until released by a BLM Authorized officer.
- b. Unscaled loads of BLM logs shall only be spread for scaling within a designated scaling area as agreed upon by the BLM Authorized Officer.
- c. Each load requiring scaling shall be identified by its respective Load Receipt until scaled and removed from the scaling bay. Logs arriving during off hours shall be left on the truck, in which case the truck must remain in the yard overnight. Alternatively, the logs may be off loaded to the designated area, and shall remain in place until released by the BLM scaler or contract scaler. The outermost logs of the load must be identified with painted arrows on the face of the logs pointing into the load, and a strip must be painted over the entire load from one end log to the other end log.
- d. In other than single load bays, the outermost logs of the load must be identified with painted arrows on the face of the logs pointing into the load, to eliminate the possibility of logs being credited to an adjacent load.
- e. There shall be no bucking of BLM logs in the log yard prior to scaling. Logs to be rebucked after scaling will be removed to a specified location away from the designated scaling area prior to bucking. The bucking area will be designated on the yard map.
- f. If remanufactured pieces are transported out of the yard to other destinations, the Scale Site Owner will register and use a BLM approved catch brand or the original brand on all remanufactured log ends, and apply yellow paint in accordance with the Timber Sale Contract.
- g. In the event a BLM load is unaccompanied by a Load Receipt, or unidentified by log brand, the scaler shall scale the load and retain the original and all copies of the scale ticket, and immediately notify the BLM Authorized Officer. The load shall remain in place.

4. Operations

- a. The Scale Site Owner has designated above a Scale Site Authorized Representative to receive notices in regard to performance under this Agreement and to take related action.
- b. The Scale Site Owner shall provide a diagram (yard map) that shows yard layout, traffic flows, location of cold decks, designated scaling bays, loading and unloading areas, scaler's office, bucking area, and the designated parking area for the BLM vehicle. The yard map shall be attached to this Agreement.
- c. Logs shall be unloaded by a mechanical stacker, and spread in the scaling bay in a manner allowing the scaler to see defect indicators and measure individual logs safely and accurately. Logs shall not be bunched or jack-strawed in the bays.
- d. There shall be no permanent decking of logs within designated scaling area so as to infringe upon required space for scaling. If logs are pushed (decked) to the rear of scaling bay(s), they shall be removed from bays before the next work day. Subsequent loads spread for scaling shall be placed a safe distance from

the temporary deck.

e. Scaling under artificial lights will not be accepted.

f. BLM Authorized Officers and check scalers, whose duties include timber accountability and log export surveillance, are to be provided access to the yard to conduct inspections of the BLM timber at any time. Any visit to the yard scaling site by additional U.S. Government employees shall first be arranged through the Scale Site Authorized Representative.

g. Attempts to alter or influence a scaler's judgment and/or decision by persons other than the scaler's immediate supervisor may result in termination of this Agreement.

5. **Maintenance**

a. Scaling area shall be surfaced and treated with oil or water for the satisfactory control of dust and drainage for the control of mud.

b. Bark shall not be allowed to accumulate in the designated scaling area to the extent that accurate diameter measurement and/or scaler safety is jeopardized.

6. **Miscellaneous Clauses**

a. The BLM reserves the right to disapprove this yard scaling site at any time the above conditions are not being met. Loads shall then be scaled at other approved sites listed on the Scaling Authorization (Form OR 5300-18).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____ 20____.

SCALE SITE OWNER: _____

BY: _____

TITLE: _____

TIMBER SALE PURCHASER: _____

BY: _____

TITLE: _____

BLM

BY: _____

TITLE: Contracting Officer

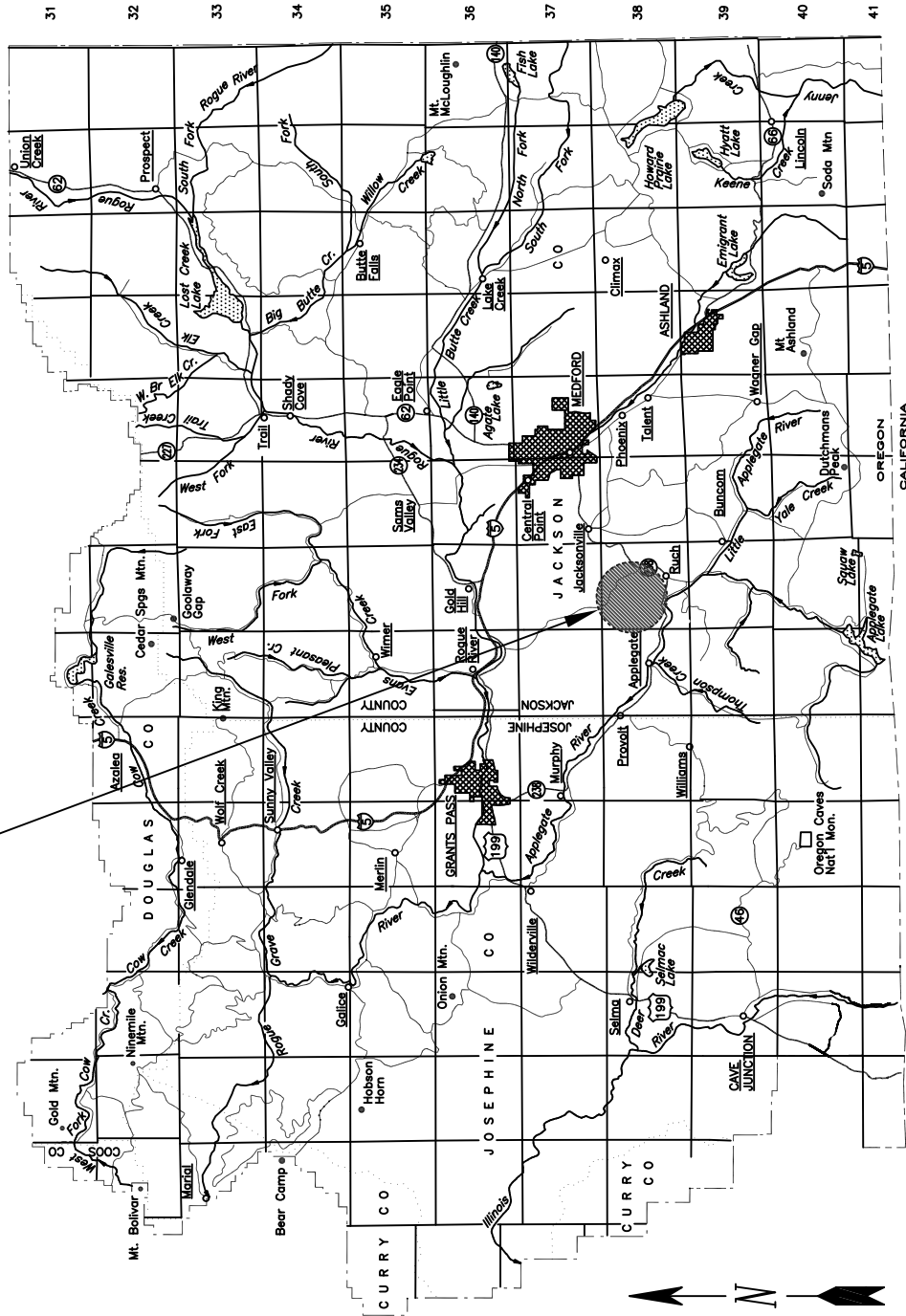
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UNITED STATES DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 MEDFORD DISTRICT

FOREST CREEK SALVAGE
 ORM06-TS-2024.0010

PROJECT LOCATION



SCALE IN MILES

EXHIBIT D 1
 SHEET 1 OF 1

Exhibit No.	Description
D1	TITLE SHEET
D2	ROAD MAINTENANCE SPECIFICATIONS
D3	ROAD MAINTENANCE MAPS
D4	DRAINAGE AND EROSION CONTROL

REV. NO.	DESCRIPTION	DATE	APPROV.
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON		

MEDFORD	TITLE SHEET	OREGON
DESIGNED		
REVIEWED		
APPROVED		
DRAWN: JWR	SCALE: AS SHOWN	
DATE: JAN 2024	SHEET 1 OF 1	
DRAWING NO. ORM06-TS-2024.0010.D1		

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ROAD MAINTENANCE SPECIFICATIONS

ROAD MAINTENANCE SPECIFICATIONS TABLE OF CONTENTS

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

3001 The Purchaser shall be required to maintain all roads listed and/or as shown on the Exhibit D3 map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.

Road No. and Segment	Length Miles Used	Ownership	Road Surface Type	Maintenance Responsibility
38-3-14.00 A1-A2	2.7	BLM	Aggregate	Purchaser
38-3-15.00	0.41	BLM	Aggregate	Purchaser
38-3-15.01	2.23	BLM	Aggregate	Purchaser
38-3-15.02	1.63	BLM	Aggregate	Purchaser
38-3-15.04	0.13	BLM	Natural	Purchaser
38-3-21.00	0.6	BLM	Natural	Purchaser

3001a The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404.

3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards.

3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.

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

OPERATIONAL MAINTENANCE - 3100

3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.

ROAD MAINTENANCE SPECIFICATIONS

- 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.
- Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.
- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106 The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.
- 3107 The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

ROAD MAINTENANCE SPECIFICATIONS

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. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.

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

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- 3202 The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

ROAD MAINTENANCE SPECIFICATIONS

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 of this section.

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

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

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

OTHER MAINTENANCE - 3400

3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

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

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

3414 The Purchaser is authorized to construct 0.23 miles of temporary road as shown on Exhibit D3

ROAD MAINTENANCE SPECIFICATIONS

Road Location Map.

DECOMMISSIONING – 3500

- 3506 Stockpiled slash shall be used to protect exposed areas created by the Purchaser's operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. All slash stockpiles created by the purchaser shall be utilized for Camouflaging and Full Decommission.
- 3507 Culverts not designated as salvage by the Authorized Officer for the Government shall become the property of the Purchaser. The Purchaser shall be responsible for disposal of materials in a legal manner and for payment of any fees required. Sale of material on site is not allowed unless authorized in writing by the Authorized Officer.
- 3508 Protect areas with camouflaging and soil stabilization from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.
- 3509 Barricades shall be installed across full width of roadway at locations designated in the specifications. Barricades shall be constructed conforming to the lines, grades, dimensions and typical details as shown on Exhibit D4.
- 3513 Water bars shall be installed across full width of roadway at spacing shown in the specifications. Water bars shall be constructed conforming to the lines, grades, dimensions and typical details as shown on Exhibit D4. No water bar will be installed closer than 50 feet to a draw crossing.
- 3514 Protection of exposed surfaces shall be accomplished by placement of seed and mulch for soil stabilization and slash described in Subsection 3506 on designated roadways, disturbed areas, landings, and other areas disturbed by the purchaser's operations in accordance with these specifications and as shown in the plans.
- 3520 Long Term Closure of roads shall consist of all or part of the following treatments:
- a. Construct water bars along entire length of road at 200' spacing, or as staked or directed by the Authorized Officer's Representative.
 - b. The Purchaser shall Camouflaged the road entrance for a minimum of 100 feet or to the first curve or hillcrest. Camouflaged roads shall consist of using boulders, brush, dead material, stumps, and other debris to disguise the entire length of the road prism to the extent possible. No live trees should be used without approval by the Authorized Officer.
 - c. An earth berm or equivalent barricade shall be constructed near the beginning of road. The final locations will be staked by the Authorized Officer's Rep.

ROAD MAINTENANCE SPECIFICATIONS

3521 Long Term Closure shall be performed on existing roads in accordance with these specifications, and as shown on the plans at the following locations:

Road No or Site	Treatment
38-3-15.04	Construct water bars, Barricade
38-3-21.00	Construct water bars, Barricade

Roads listed are shown on Exhibit D3 Road Location Map.

3522 Long Term Closure work shall be completed at the end of timber hauling. All work shall be performed during the dry season before October 15th.

3523 Protect areas mulched and treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.

3524 Existing barricades removed during timber operations shall be replaced immediately after use. For activities that are not finished in one dry season, barricades shall be re-installed before the wet season, October 15th.

3525 Full Decommissioning of roads shall consist of all or part of the following treatments:

- a. Subsoiling shall be done using mechanical treatment to de-compact road surface to a depth 12 to 18 inches or to a point where 10 inch diameter stones are the dominant substrate (whichever is shallower). Where it is determined by the Authorized Officer that decompaction may cause unacceptable damage to the root systems of residual trees along a majority of the road, decompaction may be intermittent, or scarification may be used instead. Woody debris, brush, stumps, boulders, and other debris shall be placed along the roads entire length as determined by availability of materials to provide ground cover and discourage use. No live trees shall be cut or used without approval of the Authorized Officer.

Where multiple entrances exist, the work shall include obscuring all road entrances. Ditchlines at intersecting roads shall be restored. The Purchaser shall use soil, boulders, brush, dead material, stumps, and other debris to disguise the road prism to the extent possible.

- b. All culverts shall be removed from road for its entire length. Excavated culverts shall be left open to drain and have slopes of 1 1/2:1. Where draw culverts are removed the grade of the channel shall be restored to match existing stream. Culverts not designated as salvage for the Government shall become the property of the Contractor. The Contractor shall be responsible for legally disposing of material.
- c. Construct water bars along entire length of road at 200' spacing, or as staked or directed by

ROAD MAINTENANCE SPECIFICATIONS

the Authorized Officer’s Representative.

- d. The Purchaser shall Camouflaged the road entrance for a minimum of 100 feet or to the first curve or hillcrest. Camouflaged roads shall consist of using boulders, brush, dead material, stumps, and other debris to disguise the entire length of the road prism to the extent possible. No live trees should be used without approval by the Authorized Officer.
- e. An earth berm or equivalent barricade shall be constructed near the beginning of road. The final locations will be staked by the Authorized Officer’s Rep.

3526










Full Decommission shall be performed on existing roads in accordance with these specifications, and as shown on the plans at the following locations:



Road No or Site	Treatment

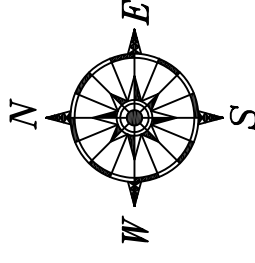
FOREST CREEK SALVAGE SALE
ROAD LOCATION MAP
EXHIBIT D-3; PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT

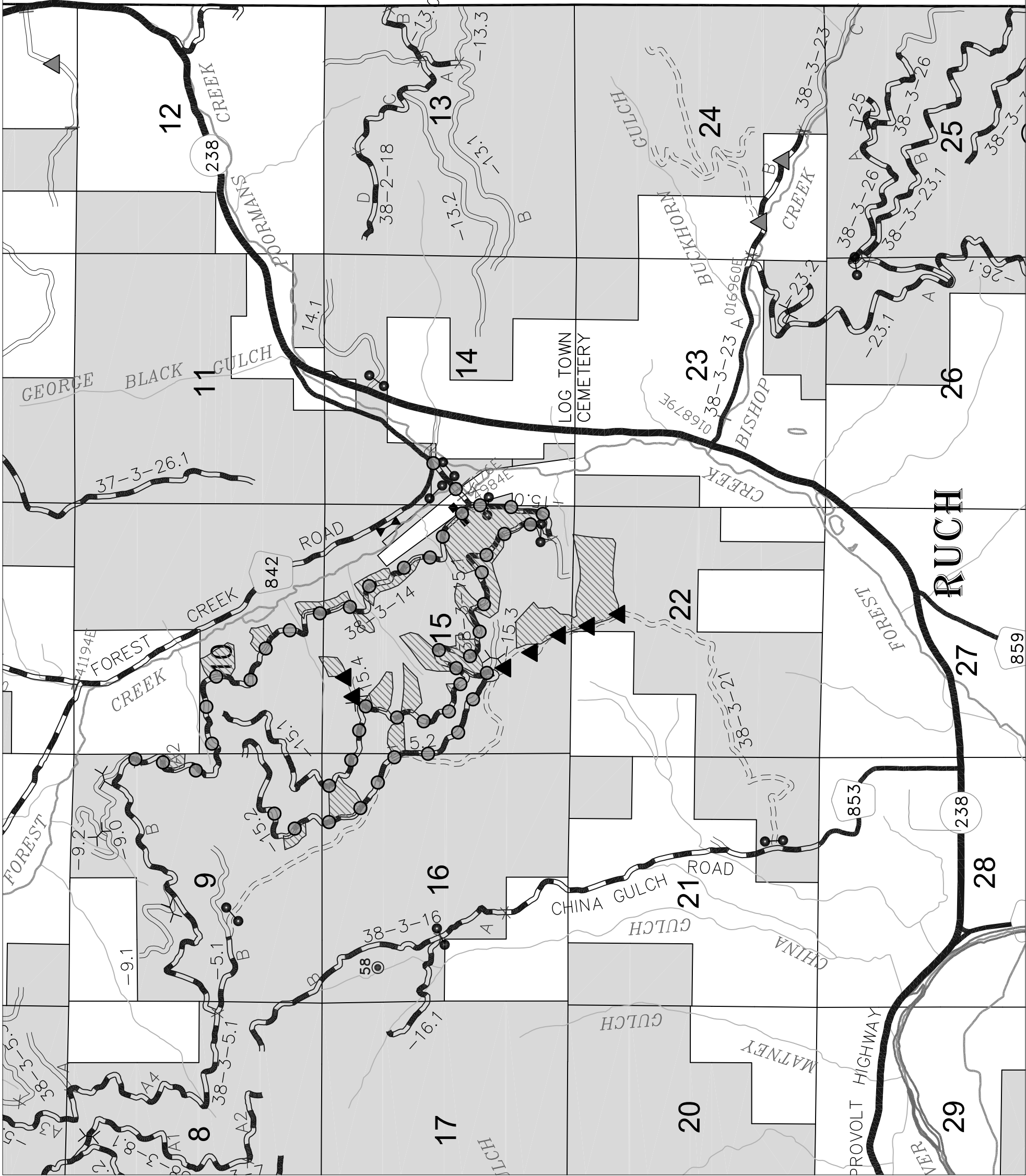
T.38S., R.3W. WILL. MER.

-  EXISTING GATE
-  EXISTING BARRICADE
-  QUARRY
-  WATER SOURCE
- ROAD PROJECTS**
-  EXISTING ROAD
-  EXISTING PAVED ROAD
-  EXISTING PRIMITIVE ROAD
-  OPERATOR MAINTENANCE
-  OPERATOR MAINTENANCE ROAD TO BE CLOSED LONG TERM

-  BLM LAND
-  TS UNITS



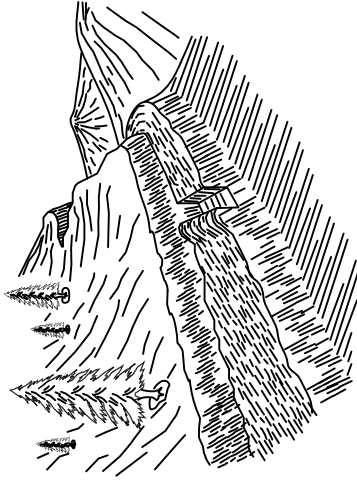
SCALE IN MILES



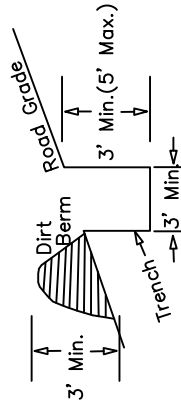
T.38S.

R.3W.

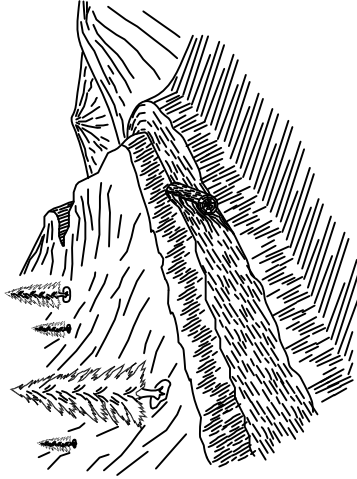
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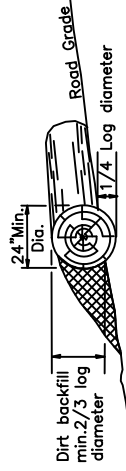
TRENCH BARRICADE



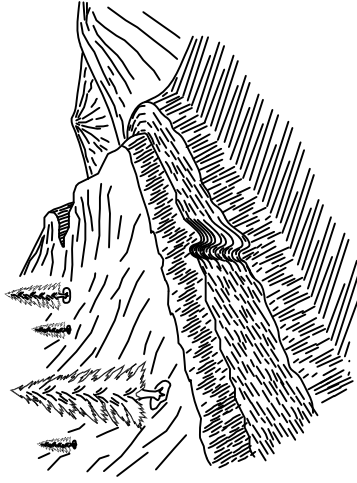
1. BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
3. THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.



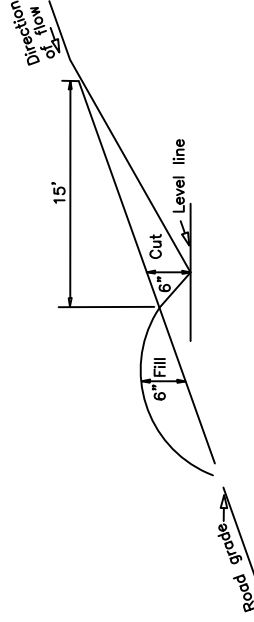
LOG BARRICADE



1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES.
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".

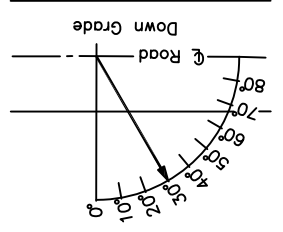


WATER BAR



1. CROSS-DRAINS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL CROSS DRAINS SHALL BE SKEWED 30 DEGREES.
4. THE CROSS-DRAINS INVERT SHALL BE SMOOTH AND FREE DRAINING.

SKIEW DIAGRAM



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
DRAINAGE & EROSION CONTROL INSTALLATION		SCALE	NONE
DRAWN	DCM	SHEET	1 OF 1
DATE	August 2024	DRAWING NO.	ORM06-TS-2024-0010.D4

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UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

Sale: Forest Creek
 Sale Date: Sept
 Prep. By : Josh R
 Tract No: 2024.0010

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/2680 MBF = \$0/MBF

Road Maintenance Obligation:

(2.1) BLM Maintenance	\$0.00
(2.2) BLM Rockwear	\$0.00
(5.1) Purchaser Maintenance Rockwear	<u>\$3,836.67</u>
Total Rockwear Payable to BLM	\$3,836.67
(3.1) 3rd Party Maintenance	\$0.00
(3.2) 3rd Party Rockwear	\$0.00
(4.1) Other Maintenance Payments	\$0.00
Total Maintenance Fee Obligation (2.1-5.1)	<u>\$3,836.67</u>

Purchaser Maintenance Allowances:

(5.2A) Move In	\$2,191.14
(5.2B) Culverts, Catch Basins, Downspouts	\$3,496.36
(5.2C) Grading, Ditching	\$13,691.91
(5.2D) Slide Removal and Slump Repair	\$0.00
(5.2E) Dust Palliative (Water)	\$0.00
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$1,482.07
Total Purchaser Maintenance Allowances (5.2A-5.2G)	<u>\$20,861.48</u>

(2.1-5.2G) Cost (\$3,836.67 + \$20,861.48) = \$24,698.15
 Cost/MBF 24698.15 / 2680 MBF = \$9.22/MBF

(5.2H) Decommissioning \$3,933.11

(5.2H) Cost/MBF \$3,933.11/2680 MBF = \$1.47/MBF

(2.1-5.2H) Cost (\$3,836.67 + \$20,861.48 + \$3,933.11) = \$28,631.26

Total Cost/MBF (Excluding Road Use) \$28,631.26/2680 MBF = \$10.68/MBF

1) Road Use Fees - Amortization

Details

R/W Rd Use Vol Road Use
Number Road Number Fee x MBF = Obligation

Subtotal by agreement number

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul

MAINTENANCE (2.1) ROCKWEAR (2.2)
 Road Number A Surf Maint Vol
and Segment N Type Mi x Fee x MBF = Maint Fee x MBF = Rkwear

(2.1) Subtotal \$0.00 (2.2) Subtotal \$0.00

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1) ROCKWEAR (3.2)
 Agrmnt Surface Road
Number Type Number Mi x Fee x MBF = Maint Fee x MBF = Rkwear

*Subtotal of maintenance fees by agreement number:
 Subtotal of rockwear fees by agreement number:*

(3.1) Subtotal \$0.00
 (3.2) Subtotal \$0.00

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Miles Vol Fee
Agency Road Number (Log) x (mbf) x MBF/MI = Cost

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No and Segment	A N	RkWear Mi	Vol x Fee	Total x MBF = RkWear
38-3-14.00 A1	A	0.23	x \$0.85	x 2680 = \$523.94
38-3-14.00 A2	A	2.25	x \$0.85	x 46 = \$87.98
38-3-14.00 A2	A	1.59	x \$0.85	x 108 = \$145.96
38-3-14.00 A2	A	1.26	x \$0.85	x 61 = \$65.33
38-3-14.00 A2	A	0.91	x \$0.85	x 108 = \$83.54
38-3-14.00 A2	A	0.77	x \$0.85	x 31 = \$20.29
38-3-14.00 A2	A	0.56	x \$0.85	x 169 = \$80.44
38-3-15.00	A	0.41	x \$0.85	x 2157 = \$751.71
38-3-15.01	A	1.78	x \$0.85	x 145 = \$219.39
38-3-15.01	A	1.59	x \$0.85	x 84 = \$113.53
38-3-15.01	A	1.30	x \$0.85	x 12 = \$13.26
38-3-15.01	A	1.18	x \$0.85	x 1013 = \$1,016.04
38-3-15.01	A	1.00	x \$0.85	x 253 = \$215.05
38-3-15.01	A	0.68	x \$0.85	x 73 = \$42.19
38-3-15.01	A	0.30	x \$0.85	x 577 = \$147.14
38-3-15.02	A	1.37	x \$0.85	x 36 = \$41.92
38-3-15.02	A	1.11	x \$0.85	x 121 = \$114.16
38-3-15.02	A	0.78	x \$0.85	x 60 = \$39.78
38-3-15.02	A	0.17	x \$0.85	x 796 = \$115.02

38-3-15.04 A 0.13 x \$0.00 x 61 = \$0.00
 38-3-21.00 A 0.60 x \$0.00 x 796 = \$0.00

(5.1) Subtotal \$3,836.67

Purchaser Operational Maintenance

Move In

Equipment	No Move	Cost/ Units x in	Dist 50 Mi x	Sub- Factor	= total
Motor Grader:	1	2	536	0.63	\$675.36
Back Hoe:			399	0.63	\$0.00
Loader:			536	0.63	\$0.00
Water Truck:	1	2	131	0.63	\$165.06
Dump Truck:			124	0.63	\$0.00
Excavator:	1	2	536	0.63	\$675.36
Roller:	1	2	536	0.63	\$675.36

(5.2A) Total \$2,191.14

Culvert Maintenance - Including Catch basins and Downpipes

Miles	x	Cost/Mi	=	Subtotal
6.97		\$501.63		\$3,496.36

(5.2B) Total \$3,496.36

Grading (Includes Ditches and Shoulders)

Miles	x	Cost/Mi	x	Freq	=	Subtotal
Blade w/ Ditch:	6.97		923.61	2		\$12,875.12
Blade w/o Ditch:	0.73		559.44	2		\$816.78

(5.2C) Total \$13,691.91

Slide and Slough removal, Slump Repair (15 sta-yds. ea.)

Type Equipment	No Slides /Slumps	Hours x Each	Equip Cost	=	Subtotal
Grader:	0	0	\$184.36		\$0.00
Loader:	0	0	\$114.30		\$0.00
Backhoe:	0	0	\$108.79		\$0.00

(5.2D) Total \$0.00

Dust Palliative (Water)

Spreading Hours

No Miles	Freq / MPH	Truck = Hours	x	Days	x	/Day	=	Hours
0.00	0			0		0		0
Load & Haul =		0.0		0		0		0
Total Hours =		0						0

Truck Cost: \$109.35/Hr. x 0.0 Hours = \$0.00

(5.2E) Total \$0.00

Surface Repair (Aggregate)

(5.2F) Total \$0.00

Other

Fallen Timber Cutting:	0.0 Hours x \$0.00/Hour	= \$0.00
Brush Cutting/Tree Trimming:	0.0 Hours x \$0.00/Hour	= \$0.00
Oil/Asphalt Materials:	Lump Sum	= \$0.00
Signing for Dust Palliatives:	Lump Sum	= \$0.00
Re-Opening roads	Lump Sum	= \$1,482.07
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00

(5.2G) Total \$1,482.07

Decommissioning

Ripping

Road Number	Ripping Cost	x	(NumSta or CuYds)	= Total
38-3-15.04	48.33	x	6.86	= \$331.54
38-3-21.00	48.33	x	31.68	= \$1,531.09

(Ripping) Total \$1,862.64

Other Costs

Road Number	Cubic Yds Pullback Material		Qty Waterbars		Qty Earthen Barriers	= Total
38-3-15.04	(0x2.19)	+	(3x86.27)	+	(1x258.81)	= \$517.62
38-3-21.00	(0x2.19)	+	(15x86.27)	+	(1x258.81)	= \$1,552.86

(Other Cost) Total \$2,070.48

(5.2H) Decommissioning Total \$3,933.12