

P R O S P E C T U S

SCALE SALE

ASHLAND FIELD OFFICE
JACKSON MASTER UNIT

Medford Sale # ORM06-TS-2023.0013

1 Lickety Split Salvage (5900) Jackson County, O&C BID DEPOSIT REQUIRED: \$ 37,400.00

NW 1/4 SW 1/4, NE1/4 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4, Sec. 27, NW1/4 SE1/4, NE1/4 SE1/4, Sec 28, NW1/4 NE1/4, NE1/4 NE1/4, SW1/4 NE1/4, SE1/4 NE1/4, NE1/4 SE1/4, Sec. 34, SW1/4 NW1/4, NE1/4 NE1/4, SE1/4 NE1/4, NW1/4 SW1/4, NE1/4 SW1/4, SW1/4 SW1/4, SE1/4 SW1/4, SE1/4 SE1/4 Sec. 35, NW1/4 NW1/4, SW1/4 NW1/4, NW1/4 SW1/4, SW1/4 SW1/4, Sec. 36, T. 39 S. R 2 W. 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
9,375	2,087	Douglas-fir	2,626	\$142.10	\$373,154.60
9,375	2,087	TOTALS	2,626		\$373,154.60

*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 Local Volume Tables

With respect to merchantable trees: the average tree is 18.2 inches DBHOB; the average gross merchantable log contains 78 bd. ft.; the total gross volume is approximately 3,325 MBF; and 79% recovery. Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. Any other species will be minor and sold at current market value. 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.

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- Thirteen (13) units containing two hundred and twenty-three (223) acres must be logged. There are no Right of Ways in the sale to be harvested or roads to be constructed.

CUTTING TIME- Contract duration will be twelve (12) months for cutting and removal of timber, and removal of all property.

ACCESS - Access to the sale area is available via public road through the contract area, existing BLM roads, and Right of Way and Road Use Agreements as shown in Provision R-3. No associated license agreements to be executed.

ROAD MAINTENANCE- The Purchaser will be required to maintain **10.30** miles of existing road listed in Section 3001 of Exhibit D2. An allowance in the amount of **\$23,608.85** 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 39-2W-27.00 A1-B3, 39-2W-28.00 A1-B, and 39-2W-35.01A

ROAD CONSTRUCTION – NO New Road Construction.

OTHER - Upon the completion of log haul Long Term Closure shall be performed on road NS 39-2W-36.02 in accordance with the specifications as shown in Exhibit D4 and described in Section 3500 of Exhibit D4. Hauling could occur during the wet season (October 16 to May 14) with the Authorized Officer's approval on the following roads: 39-2W-27.00, 39-2W-28.00, and 39-2W-35.01A.

SOIL DAMAGE PREVENTION: No ground based, or tractor logging will be allowed on the sale area, and no soil moisture requirements will be enforced.

EQUIPMENT REQUIREMENTS- 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 Activity Fuels treatments on all 223 acres.

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

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect species which were identified for protection in accordance with management direction 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 salvage harvest, all marked trees have been deemed dead or dying and need to be cut and removed regardless of individual tree value.
2. Approximately nine thousand three hundred and seventy-five (9,375) trees have been marked with white paint at base and DBH for removal.
3. 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.
4. Activity Fuels will be treated appropriately according to contract special provisions, approximately twenty-one (21) acres will be hand piled, and two hundred two (202) acres will be Lop and Scatter.
5. During Fire Season, purchaser and contractors required to follow all Oregon and BLM requirements for operating and equipment regulations.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA –

From the city of Medford:

Follow Hwy 238 for 9.3 miles (through Jacksonville, OR)

Turn Left onto Upper Applegate Rd, follow for 2.8 miles

Turn Left onto Little Applegate Rd follow for 6.3 miles

Turn Right onto Yale Creek Rd and proceed ¼ mile

Turn Left after bridge onto Lick Gulch Rd. (BLM road 39-2-28)

CATEGORICAL EXCLUSION - (BLM-OR-ORWA-M060-2023-0005-CX) was prepared for this sale. These documents are available for inspection as background for this sale at the Medford District Office.

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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. 41. 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-2 All timber except approximately nine thousand three hundred and seventy-five (9,375) trees marked for cutting heretofore by the Government with white 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 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 that are not marked for salvage removal. Any felled hazard snags must be approved 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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Section 42

(A) Log Exports

- (1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8³/₄) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8³/₄) inches in thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5. The Purchaser is required to maintain and upon request to furnish the following information:
- (a) Date of last export sale.
 - (b) Volume of timber contained in last export sale.
 - (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
 - (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
 - (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
 - (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update

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information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

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

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

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

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

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

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(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.
- (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 cable 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-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 plant sites 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).
- (7) 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.

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Designated Area	Yarding Requirements or Limitations
Cable units	<p>Yarding will be done with a skyline yarder or yoader yarding 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 yoader equipped with a tong throwing cable system may be approved by Authorized Officer before operations have begun.</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, guyline 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 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 120 feet apart.</p> <p>Yarding Unmerchantable Material (YUM) will be required in all units, including hardwood trees fell for safety.</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 (¼) acre.</p>
27-1	
28-1	
28-2	
34-1	
34-2	
34-3	
34-4	
35-1	
35-2	
35-3	
35-4	
36-1	
36-2	

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- (8) 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.
- (9) 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.

- (10) 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.

- (11) 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.
- (12) L-19 Hauling could occur during the wet season (October 16 to May 14) with the Authorized Officer's approval on the following roads: 39-2W-27.00, 39-2W-28.00, and 39-2W-35.01A. 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

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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 39-2W-34.02, 39-2W-35.01B and 39-2W-36.02 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 plans and specifications as approved by the Authorized Officer.

- (13) 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.
- (14) 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 Green 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.

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- (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 41 of the contract or any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
 - (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.
- (15) 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 decked or windrowed at the log destination area(s) described below and shown on Exhibit If a log or piece of log

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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).

Specified Areas	Log Destination Areas	Log Specifications
All Units as shown on Exhibit A.	Decked in landings within or adjacent to units.	Logs, including hardwoods, which are [8] inches DBH or larger, and longer than [17] feet in length.

- (16) 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.
- (17) 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.
- (18) L-33 Purchaser’s operations shall facilitate BLM’s safe and practical inspection of Purchaser’s operations and BLM’s conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser’s employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.
- Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit “A” Map.

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(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 nine hundred and sixty-nine and 50/100 Dollars (\$1,969.50). 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 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.

ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

PROVISION 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.

PROVISION 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

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wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

PROVISION R-2d:

For road numbers 39-2W-27.00 A1-B3, 39-2W-28.00 A1-B, and 39-2W-35.01A, 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 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.

PROVISION 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.

PROVISION 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

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Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

PROVISION R-3c:

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

PROVISION 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.
- 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.

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

PROVISION R-5:

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

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.

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(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, 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

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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-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

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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

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:

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Grasses: *Achnatherum lemmonii*, *Bromus carinatus*, *Brumus vulgaris*, *Elymus glaucus*, *Festuca californica*, *Festuca roemerii*, *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 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.

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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 C Package (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;
 - (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;

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- (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 receipt of a bill for collection and written

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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.

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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 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.

“In the event that a court-ordered injunction or an IBLA issued stay or remedy results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between (specify the dates during which operations may occur) during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.”

- (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

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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) 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.

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- (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 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

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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.

(F) Slash Disposal and Site Preparation

- (1) 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.
- (2) 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

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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:

(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) Log landing size shall not exceed one-quarter (1/4) acre.

(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 purchasers operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.

LICKETY SPLIT SALVAGE TIMBER SALE
SPECIAL PROVISIONS

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.
- (7) SD-5 Perform logging residue reduction and site preparation work on approximately Two-Hundred Twenty Three (223) 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
Pile and Cover Level 1	\$365.00	21	\$7,665.00
Lop and Scatter	\$60.00	202	\$12,120.00
Pile Burn Level 1	\$70.00	21	\$1,470.00

Complete Total:	\$21,255.00
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- (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 41(G)(1)(a) differs from the total purchase price.

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

LICKETY SPLIT SALVAGE TIMBER SALE
SPECIAL PROVISIONS

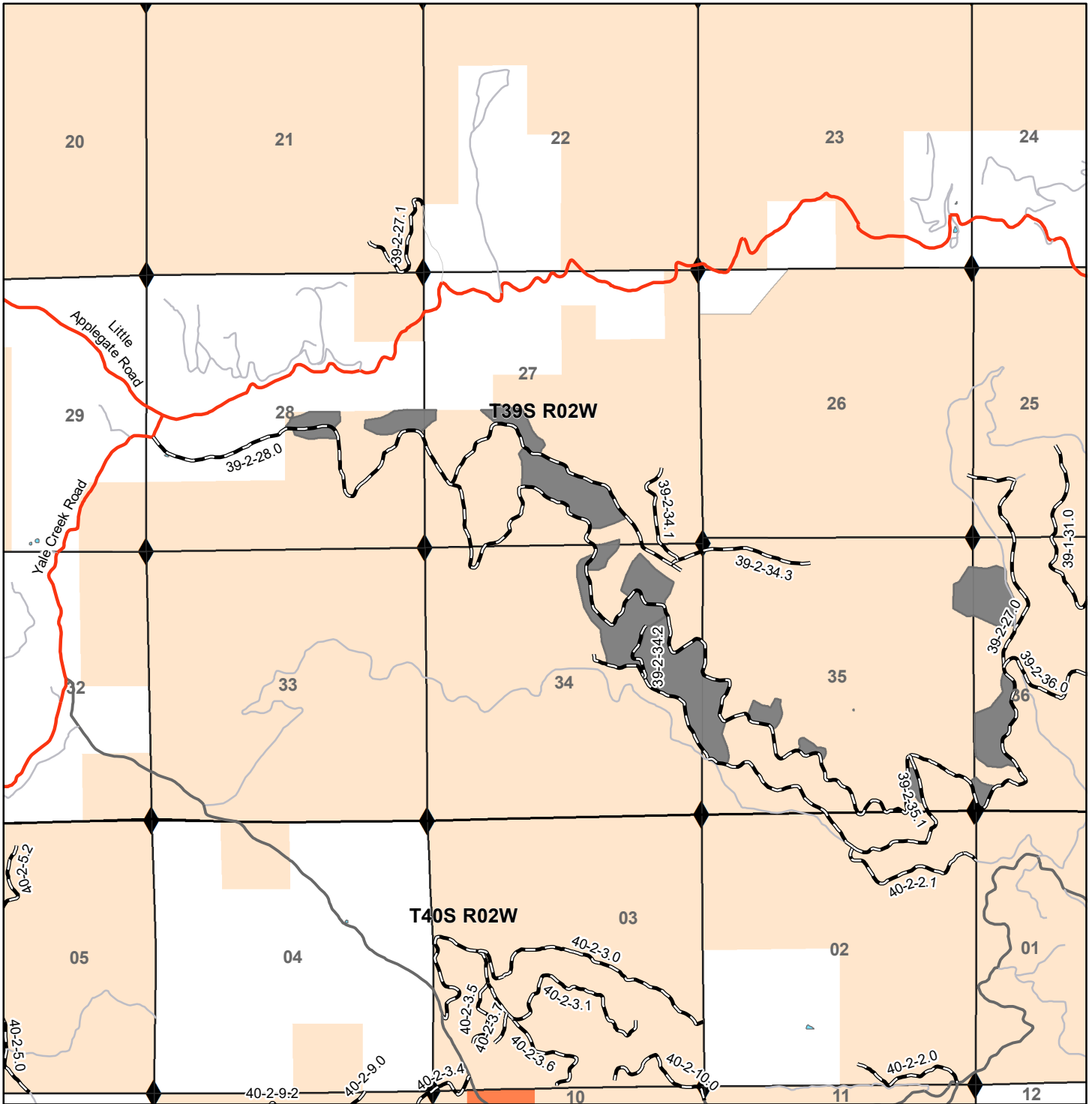
additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

(G) CONTRIBUTIONS

- (1) C-1 The Purchaser shall perform HAND AND MACHINE PILE BURNING in accordance with Section 42(F)(7)(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 Five Thousand Eight Hundred Firty and NO/100 dollars (\$5,850.00) 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.

(H) Equal Opportunity in Employment

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



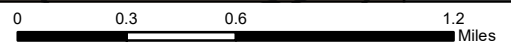
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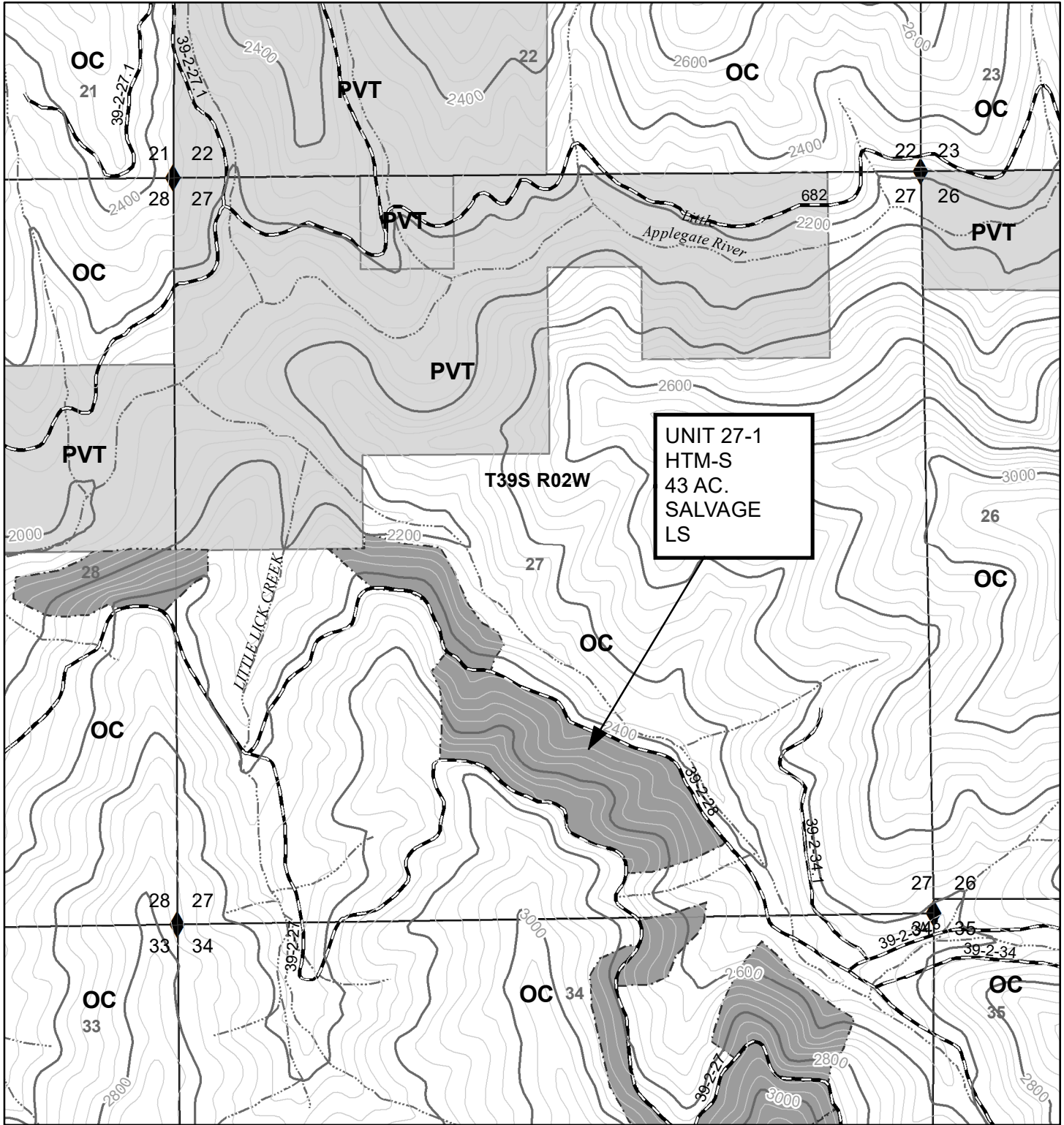
- Lickety_Split
- Federal Land Status**
- FEDERAL_STATUS**
- Revested Oregon and California Railroad lands
- Public Domain
- Land acquired (other than Land Utilization Projects)
- Undetermined ownership

40 FOOT CONTOURS



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

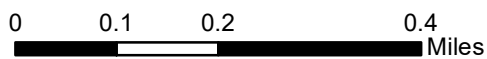




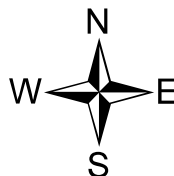
UNIT 27-1
HTM-S
43 AC.
SALVAGE
LS

T39S R02W

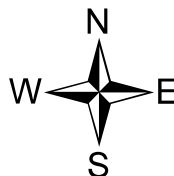
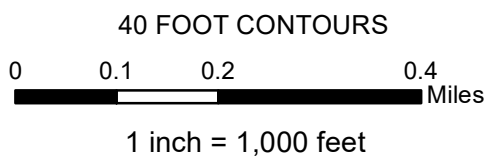
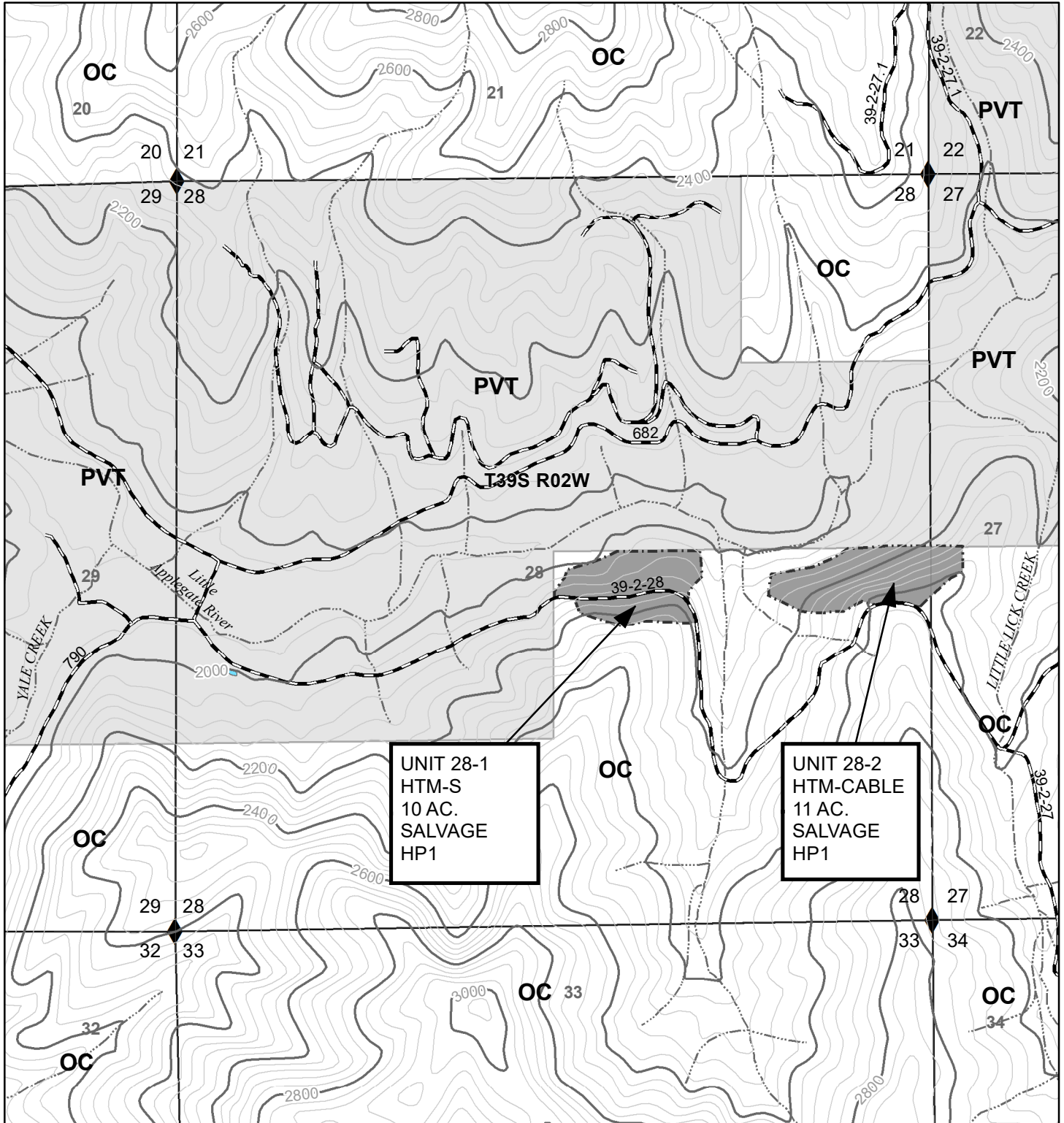
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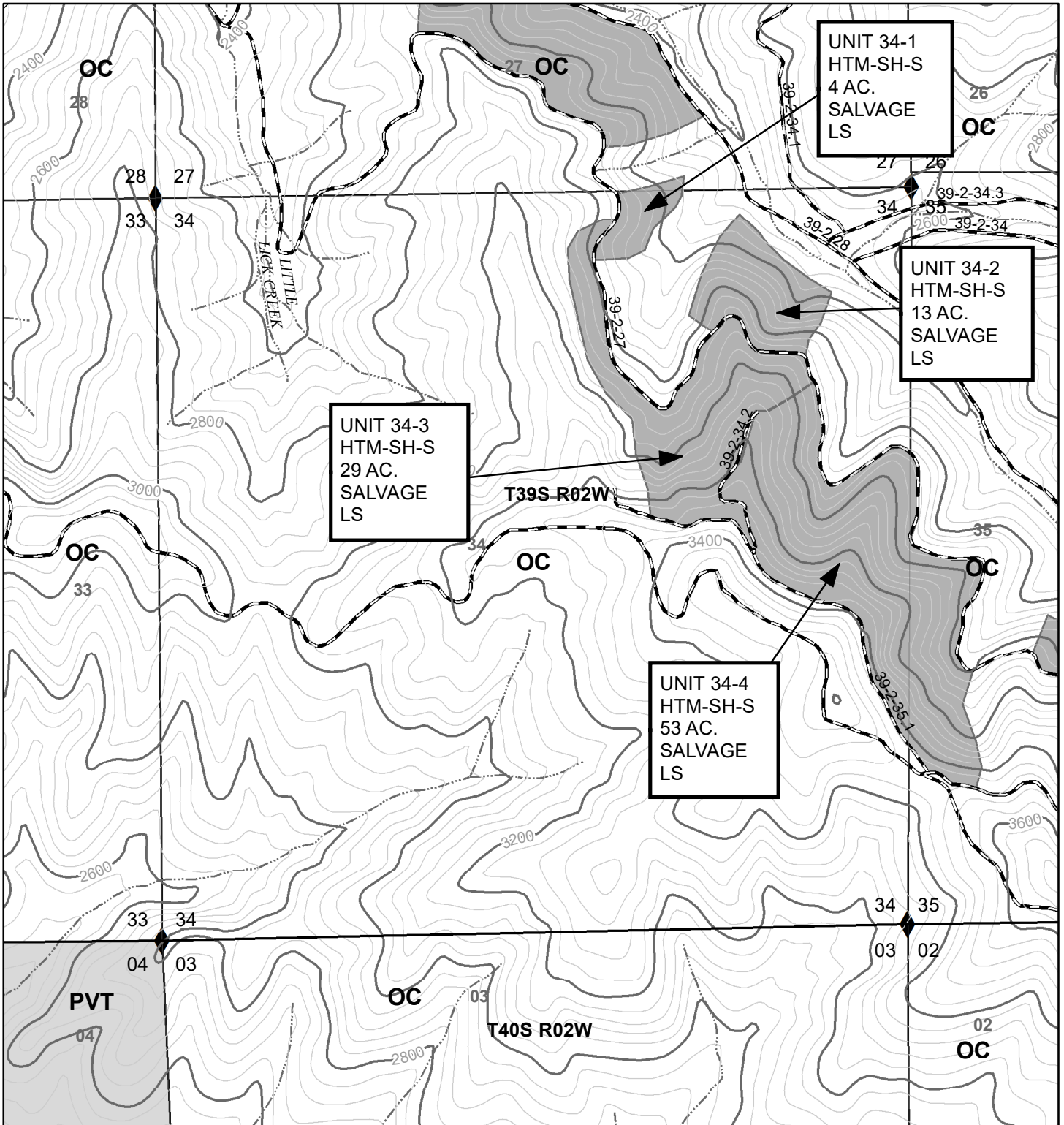
1 inch = 1,000 feet



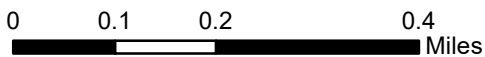
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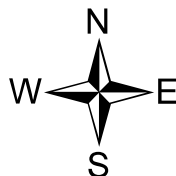
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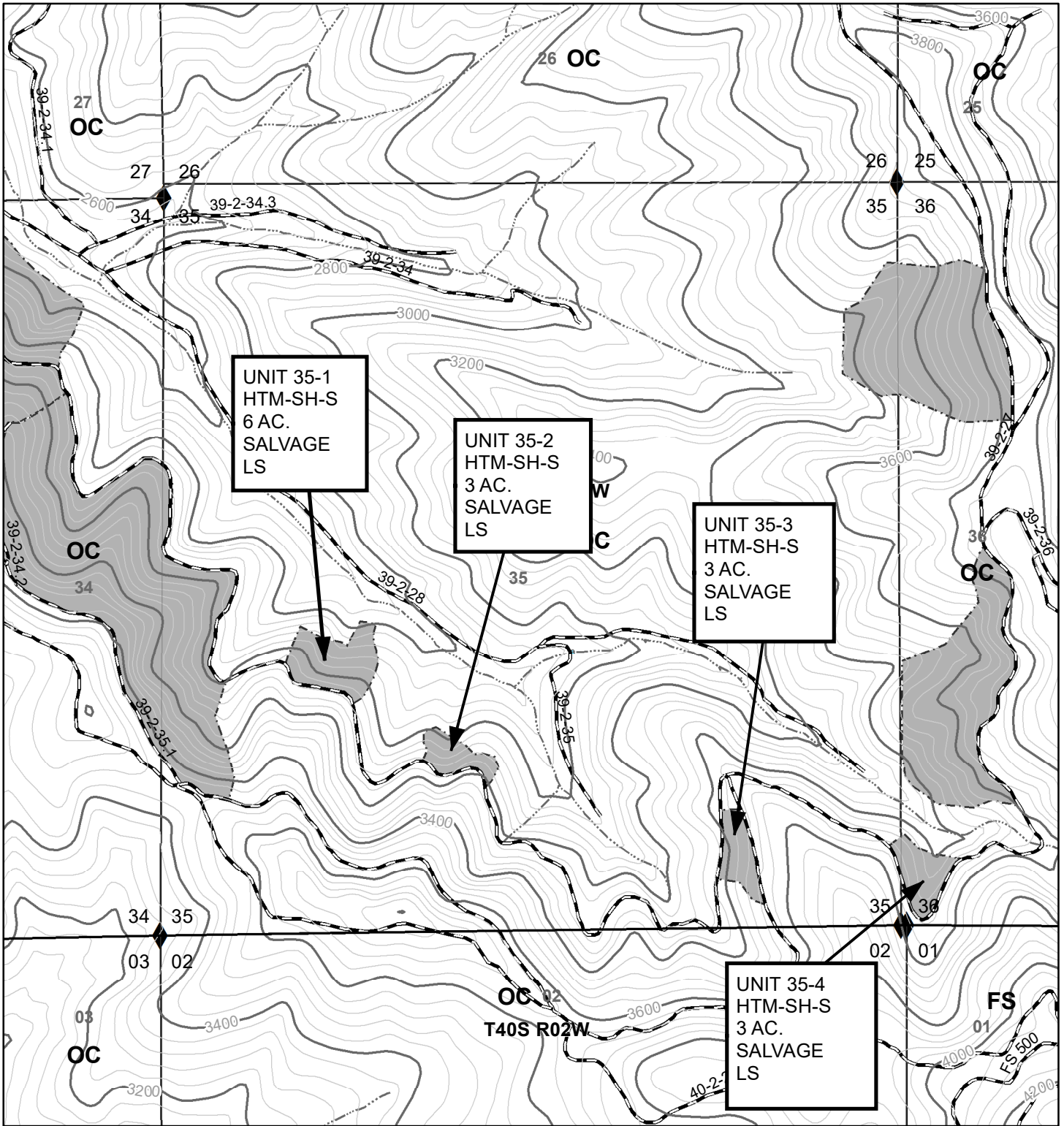
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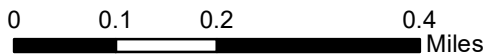
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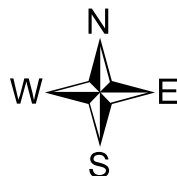
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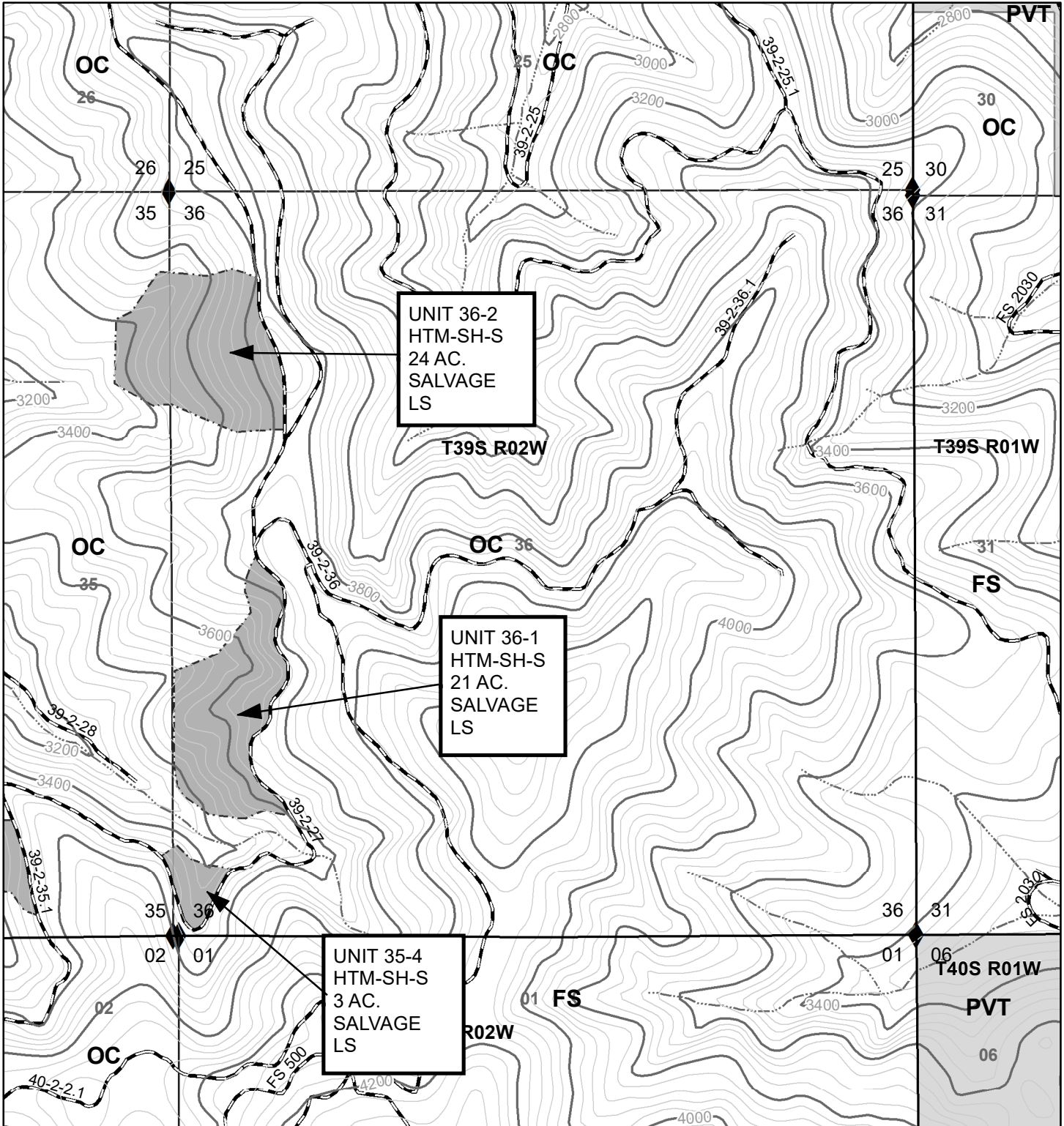
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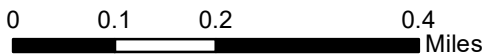
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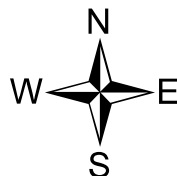
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40 FOOT CONTOURS



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U.S.D.I. BLM MEDFORD DIST. SALE NO. 23-13
 T. 39 S. R. 02 W., SEC.27, 28, 34, 35, AND 36. WILL. MER.
 LICKETY SPLIT SALVAGE TIMBER SALE

TIMBER SALE CONTRACT MAP
 CONTRACT NO. ORM06-TS23-13
 EXHIBIT A
 LEGEND

HARVEST TREE MARK, SALVAGE HARVEST, SKYLINE	HTM-SH-S	27-1, 28-1, 28-2, 34-1, 34-2, 34-3, 34-4, 35-1, 35-2, 35-3, 35-4, 36-1, 36-2
HANDPILING LEVEL 1	HP1	28-1, 28-2
LOP AND SCATTER FUELS	LS	27-1, 34-1, 34-2, 34-3, 34-4, 35-1, 35-2, 35-3, 35-4, 36-1, 36-2












HTM- harvest Tree Mark, SH- Salvage Harvest, S- Skyline, HP1- Handpiling Activity Fuels Level 1, LS- Lop and Scatter Activity Fuels.

TOTAL HARVEST AREA.....223 ACRES



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Legend

	Found Corner		Government Lot
	Barricade, Existing		BLM Administered Land
	Road		Non-BLM Land
	40 ft. Index Contour		Boundary of Cutting Area
	Stream		Lickety Split Units
	Reserve		

HTM-SH-S HARVEST TREE MARK, SALVAGE HARVEST, SKYLINE
ALL UNITS

HP-1 HANDPILE LEVEL 1 (HARVEST ACTIVITY SLASH)
27-1, 34-1, 34-2, 34-3, 34-4, 35-1, 35-2, 35-3, 35-4, 36-1, 36-2.

LS LOP AND SCATTER (HARVEST ACTIVITY SLASH)
28-1, 28-2





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

Timber Appraisal

Sale Name: Lickety Split	Sale Date: Thursday, July 27, 2023
BLM District: Medford DO	Unit of Measure: 16' MBF
Contract #: ORM06-TS-2023.0013	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: Worman, Aaron S - 7/11/2023

Approved By: Worman, Aaron S - 7/11/2023

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	39S	2W	27	NW1/4SW1/4, NE1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4.	Willamette
O&C	Jackson	39S	2W	28	NW1/4SE1/4, NE1/4SE1/4.	Willamette
O&C	Jackson	39S	2W	34	NW1/4NE1/4, NE1/4NE1/4, SW1/4NE1/4, SE1/4NE1/4.	Willamette
O&C	Jackson	39S	2W	34	NE1/4SE1/4.	Willamette
O&C	Jackson	39S	2W	35	SW1/4NW1/4, NE1/4NE1/4, SE1/4NE1/4, NW1/4SW1/4.	Willamette
O&C	Jackson	39S	2W	35	NE1/4SW1/4, SW1/4SW1/4, SE1/4SW1/4, SE1/4SE1/4.	Willamette
O&C	Jackson	39S	2W	36	NW1/4NW1/4, SW1/4NW1/4, NW1/4SW1/4, SW1/4SW1/4.	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,626.0	3,194.0	3,325.0	40,933	1,902	9,375
Totals	2,626.0	3,194.0	3,325.0	40,933	1,902	9,375

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	223.0	0.0	223.0	11.8

Comments:

Douglas Fir mortality caused by drought and beetle kill. Sale area is in the Lick Gulch road system in the Little Applegate drainage.

Logging Costs

Stump to Truck	\$720,151.18
Transportation	\$144,656.26
Road Construction	\$23,608.85
Maintenance/Rockwear	\$11,111.98
Road Use	\$0.00
Other Allowances	\$64,524.56
Total:	\$964,052.83
Total Logging Cost per MBF:	\$367.12

Utilization Centers

Location	Distance	% of Net Volume
White City	33.0 miles	100 %

Profit & Risk

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

Tract Features

Quadratic Mean DBH	18.2 in
Average GM Log	78 bf
Average Volume per Acre	11.8 mbf
Recovery	79 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	2,626 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	100 %
Average Yarding Slope	35 %
Average Yarding Distance	800 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	January 2023
Cruised By	Casillas, Worman, Parks
Cruise Method	
Local Volume Table	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	9,375	2,626.0	\$599.03	\$89.85	\$367.12	\$0.00	\$142.10	\$373,154.60
Totals	9,375	2,626.0						\$373,154.60

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			1.0 %	67.0 %	26.0 %	6.0 %	

Comments: June 2023 32' pond value reduced by 10% on all log codes due to salvage volume.

Lickety Split**Unit Summary****ORM06-TS-2023.0013****Unit: 27-1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	280.0	338.0	352.0	979
Totals:	280.0	338.0	352.0	979

Net Volume/Acre: 6.5 MBF

Regeneration Harvest	0.0
Partial Cut	43.0
Right of Way	0.0
Total Acres:	43.0

Unit: 28-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	107.0	134.0	139.0	396
Totals:	107.0	134.0	139.0	396

Net Volume/Acre: 10.7 MBF

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

Unit: 28-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	181.0	232.0	242.0	713
Totals:	181.0	232.0	242.0	713

Net Volume/Acre: 16.5 MBF

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

Unit: 34-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	119.0	143.0	148.0	411
Totals:	119.0	143.0	148.0	411

Net Volume/Acre: 29.8 MBF

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

Unit: 34-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	147.0	177.0	184.0	517
Totals:	147.0	177.0	184.0	517

Net Volume/Acre: 11.3 MBF

Regeneration Harvest	0.0
Partial Cut	13.0
Right of Way	0.0
Total Acres:	13.0

Unit: 34-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	385.0	471.0	491.0	1,387
Totals:	385.0	471.0	491.0	1,387

Net Volume/Acre: 13.3 MBF

Regeneration Harvest	0.0
Partial Cut	29.0
Right of Way	0.0
Total Acres:	29.0

Unit: 34-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	398.0	509.0	531.0	1,573
Totals:	398.0	509.0	531.0	1,573

Net Volume/Acre: 7.5 MBF

Regeneration Harvest	0.0
Partial Cut	53.0
Right of Way	0.0
Total Acres:	53.0

Unit: 35-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	49.0	55.0	57.0	144
Totals:	49.0	55.0	57.0	144

Net Volume/Acre: 8.2 MBF

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

Unit: 35-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	20.0	22.0	24.0	58
Totals:	20.0	22.0	24.0	58

Net Volume/Acre: 6.7 MBF

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

Unit: 35-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	50.0	57.0	59.0	157
Totals:	50.0	57.0	59.0	157

Net Volume/Acre: 16.7 MBF

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

Unit: 35-4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	33.0	37.0	39.0	104
Totals:	33.0	37.0	39.0	104

Net Volume/Acre: 11.0 MBF

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

Unit: 36-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	536.0	639.0	664.0	1,851
Totals:	536.0	639.0	664.0	1,851

Net Volume/Acre: 25.5 MBF

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

Unit: 36-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	321.0	380.0	395.0	1,085
Totals:	321.0	380.0	395.0	1,085

Net Volume/Acre: 13.4 MBF

Regeneration Harvest	0.0
Partial Cut	24.0
Right of Way	0.0
Total Acres:	24.0

Comments:

1 Strata. Group 1- 50 percent or more fines. Group 2- 50 percent or less fines. Group 3- No fines

Total Stump To Truck	Net Volume	\$/MBF
\$720,151.18	2,626.0	\$274.24

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	GM MBF	3,194.0	\$225.47	\$720,151.18	
Subtotal				\$720,151.18	

Additional Costs

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

Additional Moves

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

Total	Net Volume	\$/MBF
\$144,656.26	2,626.0	\$55.09

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City	33.0	Douglas Fir	GM MBF	3,194.0	\$45.29	\$144,656.26	100 %

Comments:
 Highway miles-30
 Gravel miles- 3

Engineering Allowances

Total	Net Volume	\$/MBF
\$34,720.83	2,626.0	\$13.22

Cost Item	Total Cost
Road Construction:	\$23,608.85
Road Maintenance/Rockwear:	\$11,111.98
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$64,524.56	2,626.0	\$24.57

Environmental Protection

Cost item	Total Cost
Seed and Mulch Corridors/Landings	\$7,800.00
Subtotal	\$7,800.00

Logging

Cost item	Total Cost
Yarding & Hauling Unmerchantable Material	\$35,469.56
Subtotal	\$35,469.56

Slash Disposal & Site Prep

Cost item	Total Cost
Lop and Scatter	\$12,120.00
Hand Pile Burn	\$1,470.00
Hand Pile and Cover Level 1	\$7,665.00
Subtotal	\$21,255.00

Comments:

L-Stip Yarding Unmerchantable Materials for fuels reduction. This includes Stump to truck and hauling cost values. HP-28-1, 28-2.

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

Contract No.: ORM06-TS-2023.00013

Sale Name: LICKETY SPLIT

Issuing Office: MEDFORD

**EXHIBIT B
SCALE SALE**

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

- I. **Timber and Other Wood Products Sold** - In accordance with Section 2 and 3, the Purchaser agrees to pay the Government for the timber and other wood products sold under the contract in accordance with the following schedule, measurement standards, and requirements. Wood products sold is comprised of Timber, Other Wood Products, and Timber and Other Wood Products Remaining as defined below. In the event an Extension of Time is approved, the prices per measurement unit may be subject to readjustment in accordance with Section 9 of the contract.

Timber Schedule		
Species	Unit of Measure	Price Per Measurement Unit
Douglas Fir	MBF	\$142.10
Ponderosa Pine	MBF	\$36.50
Other Wood Products Schedule		
Product/Species	Unit of Measure	Price Per Measurement Unit
Biomass/Firewood	Load	\$55.00

The Authorized Officer shall establish unit of measure and price per measurement unit, in accordance with standard Bureau of Land Management (BLM) procedures, for any species or products not listed in this Exhibit that are cut or removed from the contract area.

- II. **Timber** – Includes standing trees, downed trees or logs, or portions thereof, which can be cut into logs that equal or exceed the specifications below.

All logs defined below, which have not been reserved to Government in Section 43 of the

contract, shall be designated as timber under this contract. Logs or portions of logs which equal or exceed all the following minimum log specifications shall be considered timber sold. The Purchaser shall pay for all timber removed in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

- Log or portion of a log that is:
 - One third (1/3) sound.
 - Small End Diameter Inside Bark (DIB) – Five (5) inches
 - Length – Eight (8) feet four (4) inches

III. Other Wood Products – Includes timber and other woody material not meeting the timber specifications above (i.e., pulp, biomass, chips, hog fuel).

If Purchaser removes any products or species which do not meet the minimum log specifications for timber in Section II, such material shall be considered other wood products. Purchaser shall pay for other wood products in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

IV. Timber and Other Woods Products Remaining - The remaining volume of any timber or other wood products, which have not been reserved to Government in Section 43 of the contract, shall be determined as provided in Section 3(g) of the contract using specifications set forth in the table below. The Purchaser shall pay for the sum of all remaining volume in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Left Standing Timber	Felled Timber Not Removed
Diameter at Breast Height (DBH):	Small End DIB:
Log Height:	Log Length:
% Sound:	% Sound:
Net Tree Volume:	Net Log Volume:

V. Measurement Standards

1. **Log Scaling Loads:** All species or products in Section I, with MBF as the Unit of Measure shall be designated as log scaling loads.
 - a. Log scaling services shall be provided and performed by BLM Certified Scalers or BLM-authorized Third-Party Scaling Organizations (TPSO), as determined by the Authorized Officer. The Purchaser’s employees or contractors may not perform log scaling.
 - b. All logs shall be scaled in Eastside Scribner Log Rules according to the Official Log Scaling and Grading Bureaus, Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended or supplemented, at the time the logs are scaled.
 - c. All logs shall be scaled using an authorized BLM log scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures. A list of authorized BLM log scaling methods is available upon request.

- d. Purchaser shall ensure all logs are presented so that they may be scaled in an economical and safe manner.
- e. 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(g) of the contract when applicable. Avoidable delay in log scaling caused by the Purchaser that results in a measurable reduction in timber volume or quality would generally be considered abnormal delay, as determined by the Authorized Officer.
- f. Mechanical damage to logs that occurs during unloading identified by the TPSO will not be considered a deductible defect.
- g. The BLM will conduct check scaling using the following standards:
 Gross Scale - A variance of one and ½ percent (1.5%) in gross scale is the standard unless otherwise justified.
 Net scale - The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale more than acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available 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 fifty (50) percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, one hundred (100) percent of the volume scaled during the unsatisfactory check, and fifty (50) percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

- 2. **Weight Loads:** All species or products in Section I, with Tons as the Unit of Measure shall be designated as weight loads.
 - a. All weight loads shall be weighed on State certified scales.
 - b. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency.
 - c. No load shall be presented for weighing that exceeds the certified capacity of the scales in use.
 - d. Each load shall be weighed as a single unit. Gross and tare weight must be

machine printed on a weight receipt. Average tare weights shall not be used, unless approved by the Authorized Officer. In addition to the gross and tare weight, the following shall be recorded with each weight receipt:

- Contract name and number
- Load Ticket number
- Date, time, and location the load was weighed

VI. Accountability

1. Purchaser shall notify the Authorized Officer (5) business days prior to starting or stopping of hauling operations performed under the contract.
2. The Purchaser must provide the following information to the Authorized Officer (5) business days prior to the commencement of haul: log scaling and weighing location(s), planned beginning haul dates, anticipated number of loads per day to each scaling or weighing location, logger name and contact information, and log brands to be used, and the log brand registration number(s).
3. A Scaling Authorization Form(s) must be completed and approved by the Contracting Officer prior to beginning of hauling operations. The Scaling Authorization(s) will include approved measurement methods, merchantability standards, sort descriptions, and authorized delivery locations for all loads hauled from the contract area. For log scale loads, all log scaling locations on the Scaling Authorization(s) are required to have a Log Yard Authorization with the BLM. Approved Scaling Authorizations will be provided to the Purchaser upon request.
4. All loads will be scaled and/or weighed at locations listed on the Scaling Authorization as approved by the Authorized Officer.
5. Purchaser shall notify the Authorized Officer (3) business days in advance to request additional log scaling and/or weighing locations for approval on the Scaling Authorization(s).
6. Purchaser shall not intermingle BLM timber and other wood products with any other timber or wood products before log scaling and/or weighing occurs.
7. All logs on timber loads will be painted and branded at the landing and accounted for accordance with Section 44 of the contract. If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).
8. The Authorized Officer shall issue the Purchaser serially numbered load ticket books prior to any haul operations. The Purchaser shall sign a receipt for all ticket books received. The Purchaser shall accurately complete all load receipts in accordance with

the instructions on the front of the ticket books, or as directed by the Authorized Officer. Separate load ticket books will be used for timber and other wood products. Mule train timber loads will be treated as two separate loads with a ticket for each load. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. The Purchaser shall deliver all loads to the log scaling or weighing location on the Scaling Authorization and listed on the BLM receipt. The load receipt and BLM receipt shall remain attached to the log load until it is scaled and/or weighed. For log scale loads, attach on the bunk or wing log at the front of the load on the driver's side, and surrender the load receipt and BLM receipt to the TPSO or Authorized Officer at the scaling location. For weight loads, either attach at the front of the load on the driver's side or place on the driver's side dashboard, attach the load receipt and BLM receipt to the weight receipt and deliver to the BLM weekly, unless otherwise directed by the Authorized Officer. The Purchaser will return all used load ticket books with woods receipts still attached to the BLM at the time new books are being issued. All unused and partial load ticket books, with receipts still attached, must be returned to the BLM upon completion of the contract and prior to final payment, or at the request of the Authorized Officer.

9. The Purchaser must account for all load receipts from each load ticket book. For all load receipts not accounted for, the Contracting Officer, at their sole discretion, will determine if the receipts are void or if the Purchaser shall pay damages for lost products. The value of lost products shall be equal to the highest value load for the month in which the receipt is lost. If no loads have been hauled in that month, value will be determined from the closest month in which loads were hauled. In the event a load receipt or load ticket book is lost or stolen, the Purchaser must immediately notify the Authorized Officer, and provide a complete explanation.
10. The Purchaser shall furnish BLM a map showing the route which shall be used to haul loads from the timber sale area to the log scaling/weighing location. Upon loading timber or other wood products in the contract area, all loads shall be hauled directly to the authorized scaling or weighing location as stated on the load receipt. The route of haul may be changed only with advance notice to and approval by BLM.
11. The Purchaser shall notify the Authorized Officer and receive advance authorization if any loads will arrive at an authorized scaling or weighing locations outside of their normal operating hours. No loads will be left on the truck for overnight storage without advance permission from the Authorized Officer.
12. If scaling or weighing services are unavailable, delayed or interrupted for any reason, hauling operations will cease immediately until services resume or an alternate scaling or weighing location is approved by the Authorized Officer.
13. Any removal of wood products from loaded trucks before being accounted for as required by the contract shall be considered a trespass and render the Purchaser liable for damages under applicable law in accordance with Section 13 of the contract. Any payment made for purchase of such loads shall be deducted from amount due because of trespass.

VII. Total Estimated Purchase Price – For administrative purposes, the following will be used for determining (1) when payments are due and (2) the value of timber or other wood products subject to any special bonding provisions in accordance with Section 3(f) of the contract.

1. When payments are made under Section 3 of the contract, the Authorized Officer shall determine the value of removed timber and other wood products using the Government’s records of log scale and/or weight volumes removed from the contract area.
2. The estimated value of timber and other wood products not yet removed from the contract area will be determined by subtracting the Government’s records for value of removed timber and other wood products from the estimated total purchase price as shown in the table below. The estimated Total Purchase price is calculated by multiplying the estimated volume or weight for all species/products, listed below, by the bid prices in Section 1.

Total Estimated Purchase Price for Timber and Other Wood Products			
Species/Product	Estimated Volume (MBF or Tons)	Bid Price (\$/MBF or \$/Ton)	Estimated Value
Douglas Fir	2626		
Ponderosa Pine	1		
Biomass/Firewood	131		
Total Estimated Purchase Price:			



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

EXHIBIT D 1
 SHEET 1 OF 1

LICKETY SPLIT SALVAGE
 ORM06-TS-2023.0013

PROJECT LOCATION

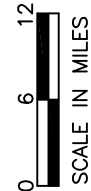
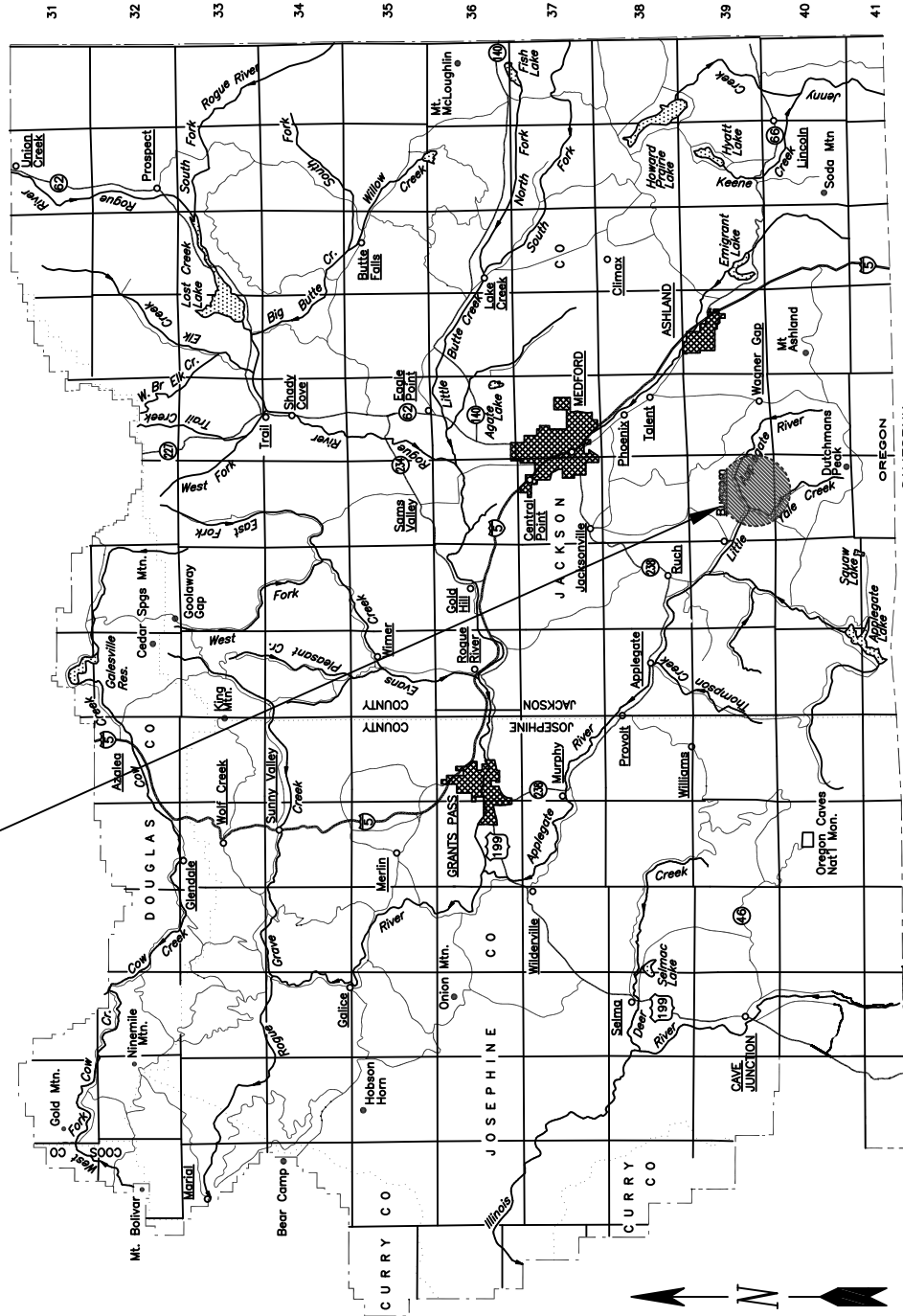


Exhibit No.	Description
D1	TITLE SHEET
D2	ROAD MAINTENANCE SPECIFICATIONS
D3	ROAD MAINTENANCE MAPS
D4	DRAINAGE AND EROSION CONTROL

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

TITLE SHEET

MEDFORD	DESIGNED	
	REVIEWED	
	APPROVED	
	DRAWN: JWR	SCALE: AS SHOWN
	DATE: JAN 2023	SHEET 1 OF 1
	DRAWING NO. ORM06-TS-2023.0013.D1	

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

Sale: Lickety Split
 Sale Date: March 2023
 Prep. By : JRobeson
 Tract No: ORM06-2023.0013

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/2626 MBF = \$0/MBF

Road Maintenance Obligation:

(2.1) BLM Maintenance		\$0.00
(2.2) BLM Rockwear	\$0.00	
(5.1) Purchaser Maintenance Rockwear	<u>\$10,163.01</u>	
Total Rockwear Payable to BLM		\$10,163.01
(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>\$10,163.01</u>

Purchaser Maintenance Allowances:

(5.2A) Move In		\$3,204.00
(5.2B) Culverts, Catch Basins, Downspouts		\$3,621.77
(5.2C) Grading, Ditching		\$16,783.08
(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		\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)		<u>\$23,608.85</u>

(2.1-5.2G) Cost (\$10,163.01 + \$23,608.85) = \$33,771.86
 Cost/MBF 33771.86 / 2626 MBF = \$12.86/MBF

(5.2H) Decommissioning \$948.97

(5.2H) Cost/MBF \$948.97/2626 MBF = \$0.36/MBF

(2.1-5.2H) Cost (\$10,163.01 + \$23,608.85 + \$948.97) = \$34,720.83

Total Cost/MBF (Excluding Road Use) \$34,720.83/2626 MBF = \$13.22/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	Total Fee x MBF = RkWear
39 S 02 W 36.02	A	0.15	x \$0.00 x 321 =	\$0.00
39 S 02 W 34.02	A	0.27	x \$0.00 x 116 =	\$0.00
39 S 02 W 35.01	A	0.12	x \$0.00 x 100 =	\$0.00
39 S 02 W 35.01	A	1.10	x \$0.00 x 216 =	\$0.00
39 S 02 W 35.01	A	0.92	x \$0.00 x 306 =	\$0.00
39 S 02 W 27.00	A	0.93	x \$0.85 x 160 =	\$126.48
39 S 02 W 27.00	A	1.19	x \$0.85 x 119 =	\$120.37
39 S 02 W 27.00	A	1.45	x \$0.85 x 169 =	\$208.29
39 S 02 W 27.00	A	1.70	x \$0.85 x 147 =	\$212.42
39 S 02 W 27.00	A	2.14	x \$0.85 x 91 =	\$165.53
39 S 02 W 27.00	A	2.63	x \$0.85 x 49 =	\$109.54
39 S 02 W 27.00	A	2.92	x \$0.85 x 33 =	\$81.91
39 S 02 W 27.00	A	3.74	x \$0.85 x 572 =	\$1,818.39
39 S 02 W 27.00	A	4.06	x \$0.85 x 21 =	\$72.47
39 S 02 W 27.00	A	4.54	x \$0.85 x 536 =	\$2,068.42
39 S 02 W 27.00	A	4.94	x \$0.85 x 321 =	\$1,347.88
39 S 02 W 28.00	A	0.65	x \$0.85 x 107 =	\$59.12
39 S 02 W 28.00	A	1.34	x \$0.85 x 181 =	\$206.16
39 S 02 W 28.00	A	1.62	x \$0.85 x 2218 =	\$3,054.19

39 S 02 W 28.00 A 1.97 x \$0.85 x 64 = \$107.17
 39 S 02 W 28.00 A 2.26 x \$0.85 x 56 = \$107.58
 39 S 02 W 35.01 A 0.1 x \$0.85 x 50 = \$4.25
 39 S 02 W 35.01 A 0.66 x \$0.85 x 522 = \$292.84

(5.1) Subtotal \$10,163.01

Purchaser Operational Maintenance

Move In

Equipment	No Move	Cost/ Units x in x	Dist 50 Mi x	Sub- Factor =	total
Motor Grader:	1	2	536	1.00	\$1,072.00
Back Hoe:	1	2	399	1.00	\$798.00
Loader:			536	0.63	\$0.00
Water Truck:	1	2	131	1.00	\$262.00
Dump Truck:			124	0.63	\$0.00
Excavator:			536	0.63	\$0.00
Roller:	1	2	536	1.00	\$1,072.00

(5.2A) Total \$3,204.00

Culvert Maintenance - Including Catch basins and Downpipes

Miles	x Cost/Mi	= Subtotal
7.22	\$501.63	\$3,621.77

(5.2B) Total \$3,621.77

Grading (Includes Ditches and Shoulders)

Miles	x Cost/Mi	x Freq	= Subtotal
Blade w/ Ditch:	7.22	923.61	2 \$13,336.93
Blade w/o Ditch:	3.08	559.44	2 \$3,446.15

(5.2C) Total \$16,783.08

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

Type	No Slides	Hours	Equip	= Subtotal
Equipment	/Slumps	x Each x	Cost	
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	Freq	Truck			
Miles	/ MPH	= Hours	x Days	x /Day	= Hours
0.00	0		0	0	0
Load & Haul =		0.0	0	0	0
Total Hours =		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
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00
	Lump Sum	= \$0.00

(5.2G) Total \$0.00

Decommissioning

Other Costs

Road Number	Cubic Yds Pullback Material	Qty Waterbars	Qty Earthen Barriers	= Total
NS 39-2-36.02	(0x2.19)	+	(8x86.27)	+ (1x258.81) =
\$948.97				(Other Cost) Total <u>\$948.97</u>

(5.2H) Decommissioning Total \$948.97

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 D2 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
NS 39 S 02 W 36.02	0.32	BLM	Natural	Purchaser
39 S 02 W 27.00 A1	0.76	BLM	Aggregate	Purchaser
39 S 02 W 27.00 A2	1.75	BLM	Aggregate	Purchaser
39 S 02 W 27.00 A3	1.23	BLM	Aggregate	Purchaser
39 S 02 W 27.00 B1	0.6	BLM	Aggregate	Purchaser
39 S 02 W 27.00 B2	0.44	BLM	Aggregate	Purchaser
39 S 02 W 27.00 B3	0.16	BLM	Aggregate	Purchaser
39 S 02 W 28.00 A1	0.57	BLM	Aggregate	Purchaser
39 S 02 W 28.00 A2	1.05	BLM	Aggregate	Purchaser
39 S 02 W 28.00 B	1.21	BLM	Aggregate	Purchaser
39 S 02 W 34.02	0.27	BLM	Natural	Purchaser
39 S 02 W 35.01 A	0.66	BLM	Aggregate	Purchaser
39 S 02 W 35.01 B	1.28	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

ROAD MAINTENANCE SPECIFICATIONS

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.
- 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

ROAD MAINTENANCE SPECIFICATIONS

to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

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

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

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.

ROAD MAINTENANCE SPECIFICATIONS

- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

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

ROAD MAINTENANCE SPECIFICATIONS

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.

DECOMMISSIONING – 3500

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 soil stabilization material in accordance with Section 1800 and placement of 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. 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
NS 39-2W-36.02	Waterbar, Barricade

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.

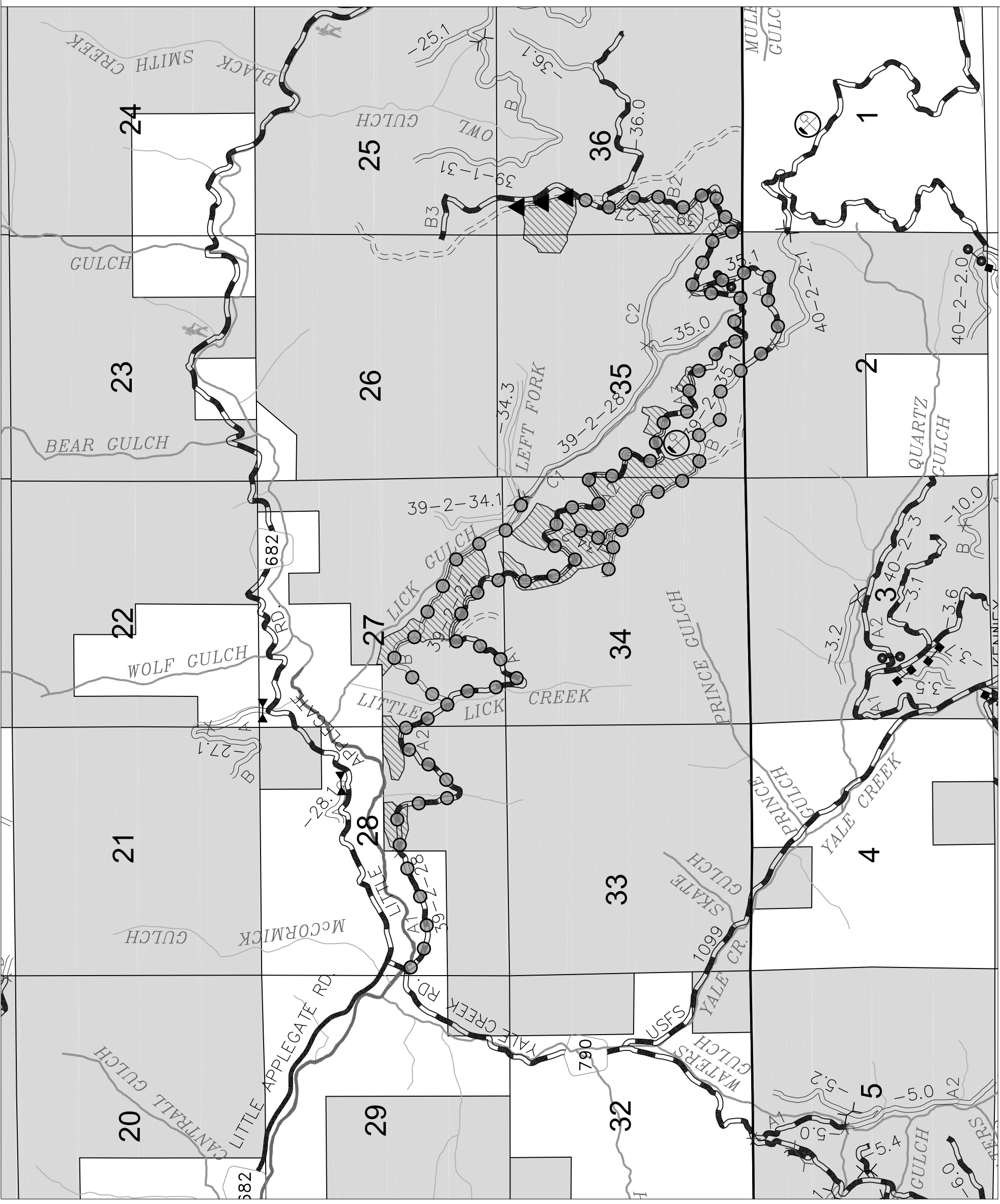
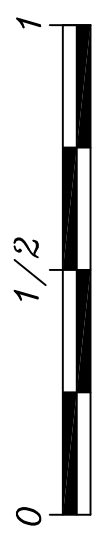
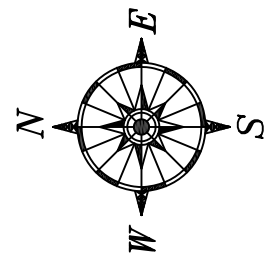
3524 Access shall be blocked with barricades as shown at locations on Exhibit D3.

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.

LICKETY SPLIT SALVAGE SALE
ROAD LOCATION MAP
EXHIBIT D-3; PAGE 1 OF 1

U.S.D.I. BLM MEDFORD DISTRICT
T.39S., R.2W. WILL. MER..

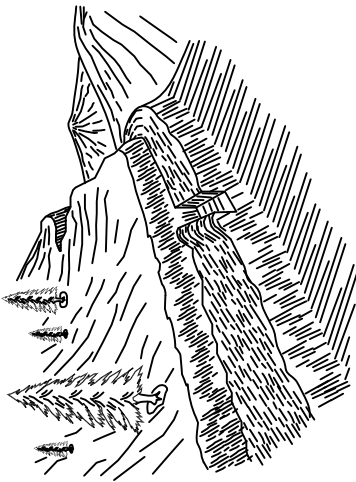
	EXISTING GATE
	EXISTING BARRICADE
	QUARRY
	WATER SOURCE
ROAD PROJECTS	
	EXISTING ROAD
	EXISTING PAVED ROAD
	EXISTING PRIMITIVE ROAD
	OPERATOR MAINTENANCE
	BLM MAINTENANCE
	OPERATOR MAINTENANCE ROAD TO BE CLOSED LONG TERM
	BLM LAND
	TS UNITS



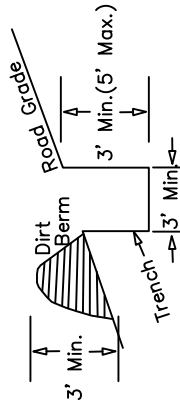
T.39S.

T.40S.

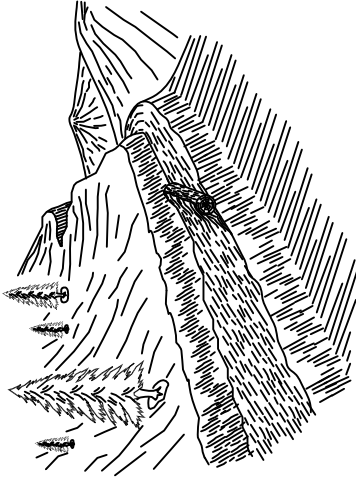
R.2W.



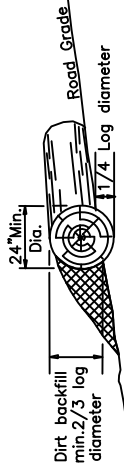
TRENCH BARRICADE



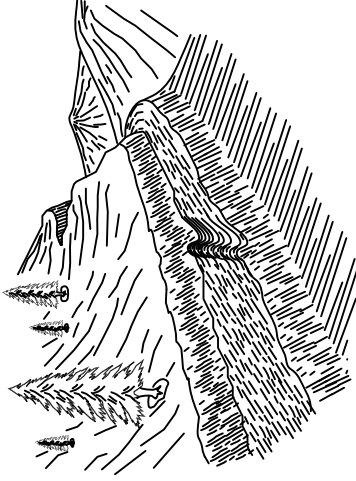
1. BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
2. THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.
3. THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.



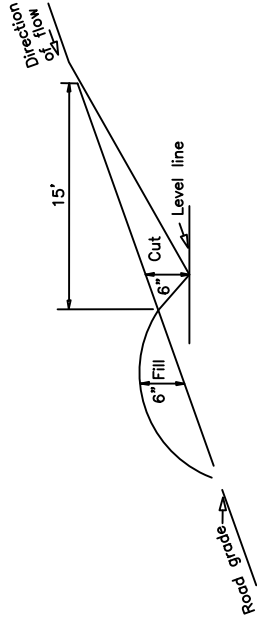
LOG BARRICADE



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".

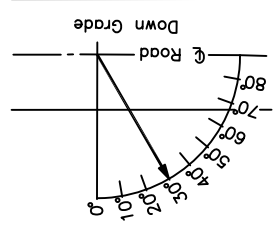


WATER BAR



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.

SKEW DIAGRAM



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON	
DRAINAGE & EROSION CONTROL INSTALLATION	
DRAWN	DCM
DATE	May 2023
DRAWING NO.	ORM06-TS-2023.0013.D4
SCALE	NONE
SHEET	1 OF 1