

PROSPECTUS

Scale Sale

GRANTS PASS FIELD OFFICE
JOSEPHINE MASTER UNIT

Medford Sale #ORM07-TS-2023.0016
September 28, 2023 (SS)

#1. Rocky Riffle Hazard Timber Sale,
Josephine County, O&C, P.D.

BID DEPOSIT REQUIRED: \$1,600.00

All timber designated for cutting in Lot 6, Lot 8, SE1/4SW1/4 Sec. 25, Lot 2 Sec. 36, T. 34 S., R. 8 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
322	92	Douglas Fir	116	\$128.90	\$14,952.40
117	32	Ponderosa Pine	41	\$17.10+	\$701.10
1	0.8	Sugar Pine	1	\$17.60+	\$17.60
1	0.8	Incense Cedar	1	\$41.60	\$41.60
441	125.7	Totals	159		\$15,712.70

*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.

+Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value). Reduced Douglas fir value by \$56.57 per mbf and incense-cedar value by \$2.39 per mbf to pay for deficit species Ponderosa pine and Sugar pine.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding, Grants Pass, Oregon, at 9 a.m. on Thursday, September 28, 2023.

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

CRUISE INFORMATION - The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. All the 159 mbf total sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 19.9 inches DBHOB; the average gross merchantable log contains 127 bd. ft.; the total gross volume is approximately 209 mbf and 76% recovery is expected. (Average DF is 20.1 inches DBHOB; average gross merchantable log DF contains 126 bd. ft.)

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

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).

CUTTING AREA – The sale contains a total of two (2) units totaling seven (7) acres for hazard tree removal.

CUTTING TIME - Contract duration will be 12 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via a public state and county road system to the contract area and existing BLM roads.

ROAD MAINTENANCE - The Purchaser will be required to maintain approximately 0.35 miles of existing un-numbered BLM roads as shown on Exhibit D2. An allowance in the amount of \$2,500.00 has been made for the final maintenance of these roads. BLM will maintain the 0.37 miles of existing BST roads as shown on Exhibit D2. The Purchaser will be required to pay an estimated maintenance fee of \$48.24 for the use of the BLM maintained roads.

ROAD CONSTRUCTION – There is no road construction associated with this timber sale.

DECOMMISSIONING – There is no road decommissioning associated with this timber sale.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-004, Timber Sale Contract, mechanical ground based harvesting, ground based yarding, skid trail rehabilitation, or machine piling shall be restricted to periods of low moisture (dry conditions). Low soil moisture varies by texture and is based on site-specific considerations. Generally, low soil moisture is determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks. Low soil moisture limits will be determined by the Authorized Officer.

Pursuant to Section 26 of Form 5450-004, Timber Sale Contract, log haul shall not be conducted on all natural surface roads that receive one-half (½) inch or more precipitation within a twenty four (24) hour period. Haul shall not resume for a minimum of forty eight (48) hours following any storm event, or until road surface is sufficiently dry, as approved by the Authorized Officer. The Purchaser may elect, at their own expense, to apply rock surfacing to these roads to bring them up to wet weather haul standards, as approved by the Authorized Officer.

Pursuant to Section 26 of Form 5450-004, Timber Sale Contract, log haul shall not be conducted on hydrologically connected natural surface roads during conditions that would result in any of the following: surface displacement such as rutting or ribbons, continuous mud splash or tire slides, fines being pumped through road surfacing from the subgrade resulting in a layer of surface sludge, as directed by the Authorized Officer.

Pursuant to Section 26 of Form 5450-004, Timber Sale Contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, hydrologically connected corridors and skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.

In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, perform all non-emergency road maintenance as directed by the Authorized Officer.

EQUIPMENT REQUIREMENTS - A yarding tractor equipped with an integral arch capable of one-end log suspension and a winch for lining logs seventy-five (75) feet. A piece of equipment with a self-leveling cab capable of lifting and moving cut logs or trees to roads or landings. A fire engine of three hundred (300) gallons or more capacity with five hundred (500) feet of 1½ inch hose (must be adequate length to reach two hundred (200) feet beyond active work sites), six (6) 1½ inch wyes, six (6) 1½ inch to 1 inch reducers, three (3) 1½ inch nozzels and three (3) 1 inch nozzles will be required for fire prevention and control. Each fire engine shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable.

SLASH DISPOSAL - Slash disposal will consist of a combination of hand pile, cover, and burn hand piles, and machine pile, cover, and burn landing decks as described in SD-1 and SD-2 of the Special Provisions. A post logging assessment shall be conducted to determine treatment needs in all units. The initial slash disposal appraisal described in SD-5 prescribed six and one-quarter (6.25) acres hand pile, cover, and burn hand piles and three-quarters (0.75) acres of cover and burn landing decks.

CONTRACT TERMINATION - A 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 comply with the Endangered Species Act, or comply with a court order, or protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (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.

OPTIONAL CONTRIBUTION - The purchaser will have the option of performing hand pile burning requirements or contributing five hundred sixty-six and 06/100 dollars (\$566.06) in lieu thereof. The purchaser will have the option of performing landing deck burning requirements or contributing fifty and 72/100 dollars (\$50.72) in lieu thereof. The option must be declared upon execution of the contract. The optional contribution(s) must be paid prior to cutting and removing any timber.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. 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 to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a stay or remedy issued by the Interior Board of Land Appeals or a court order, or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.
3. The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any

other activity with the potential to disturb nesting northern spotted owls may not be allowed between March 1 and September 30, both days inclusive. Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls have moved into harvest units. If northern spotted owls are detected in or adjacent to the units, operations would be restricted until northern spotted owl occupancy and nesting status has been determined. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations in writing. Without this approval, such operations are prohibited from March 1 through July 15 of each year.

4. No mechanical ground based harvesting, ground based yarding, skid trail rehabilitation, machine piling, or non-emergency road maintenance shall be conducted between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
5. No work in the stream channel shall be conducted between September 15 of one calendar year and July 1 of the following calendar year, both days inclusive. Purchaser may request in writing, a waiver of this restriction.
6. No non-emergency road maintenance shall be conducted from October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a waiver of this restriction.
7. No haul on natural surface roads shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer 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, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
8. The use of flagging, posters, and tree marking paint shall be minimized. This material will be disposed of in a timely manner following harvest. Tree marking paint should not be used on the river side of trees, so as to not be visible from the river when the remaining stump is left.
9. No equipment shall operate within the areas flagged for avoidance with orange and black striped flagging and blue tags within proposed treatment units. Trees within these avoidance areas shall be hand felled and shall be yarded with full suspension. No ground disturbing activities shall be performed within the flagged avoidance areas.
10. Tailings to protect, as seen on Exhibit A, can be used as an equipment trail, but the tailings/banks on either side need to be preserved.

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

To access units 25-1 and 25-2: Take I-5 to exit 61 for Merlin. Turn left onto Merlin Rd. Continue onto Galice Rd. for 12.4 miles and turn right into the Rocky Riffle recreation site to reach units 25-

1 and 25-2.

ENVIRONMENTAL ASSESSMENT - A categorical exclusion DOI-BLM-ORWA-M070-2023-0002-CX was prepared for this sale, it was determined that the proposed action is in accordance with the approved land use plan and no further environmental analysis is required. This document is available for inspection as background for this sale at the Medford District Office and on the ePlanning website: <https://eplanning.blm.gov/eplanning-ui/home>. .

This page intentionally left blank

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

THIS IS A SALE PROSPECTUS ONLY. 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.

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

- (A) AR-1 All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) IR-6 All green trees that need to be felled to facilitate logging in the Harvest Areas shown on Exhibit A shall remain onsite, unless they have the potential to roll or slide, creating a safety risk.
- (C) IR-8 All timber except trees that meet the selection criteria outlined in the Designation by Prescription Selection Criteria Guidelines (Exhibit F) in the sale units shown on Exhibit A.
- (D) IR-13 All green conifers in the Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer.
- (E) IR-14 All existing coarse woody debris in all units shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer.
- (F) IR-14 Coarse woody debris at two (2) percent cover as an average at the scale of the treatment area in all units shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer.

Section 44

- (A) LOGGING
 - (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (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 ensure protection of the environment and watershed. A pre-work conference between the Purchaser’s authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) L-4 All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) L-5 All dead and dying trees eight (8) inches or larger D.B.H.O.B. that meet the selection criteria outlined in the Designation by Prescription Selection Criteria Guidelines (Exhibit F), which are not reserved, shall be felled in all units and along the haul route shown on Exhibit A.
- (5) L-12 In the harvest units shown on Exhibit A, yarding shall be done by equipment as listed below.

Designated Area	Yarding Requirements or Limitations
<u>Ground Based Harvest & Ground Based (Tractor) Yard Units</u> 25-1 25-2	<p>Mechanized harvesting operations are optional. All ground-based harvest units may be manually felled.</p> <p>The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine’s lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.</p> <p>Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.</p> <p>Cull material skidded to the landing may be required to be redistributed back into the unit.</p> <p>Trees shall be felled toward the skid trail.</p> <p>The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer. If Purchaser is required to create</p>

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

Designated Area	Yarding Requirements or Limitations
<p><u>Ground Based Harvest & Ground Based (Tractor) Yard Units Continued</u></p> <p>25-1 25-2</p>	<p>slash to walk on, then Purchaser shall not be required to whole-tree-yard.</p> <p>Mechanized ground-based felling and yarding operations are subject to dry condition operating restrictions as described in Section 44(A)(7)(L-19) of this contract.</p> <p>Yarding tractor shall be equipped with an integral arch and yard with one-end log suspension.</p> <p>Existing skid roads shall be used when possible. Skid roads shall not exceed a width of twelve (12) feet on average per unit and new skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow, unless the Purchaser proposes an alternate logging plan that limits soil compaction from skids trails to less than fifteen (15) percent over the harvest unit and is approved by the Authorized Officer.</p> <p>Designate skid trails in locations that do not channel water into waterbodies, floodplains, and wetlands, or unstable areas.</p> <p>Rehabilitate utilized skid roads, landings, cable tractor swing routes, and/or temporary routes as necessary to achieve no more than twenty (20) percent detrimental soil conditions in the ground-based harvest unit, as specified in Sec. 44(C)(12)(E-1).</p> <p>Landing size shall generally not exceed one-quarter (¼) acre, shall be located along existing roads, within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditchline of roads.</p> <p>Minimize disturbance to existing coarse woody debris. Where skid trails encounter large coarse woody debris, the Purchaser shall buck out a portion for equipment access.</p> <p>The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.</p> <p>The use of flagging, posters, and tree marking paint shall be minimized. This material will be disposed of in a timely manner following harvest. Tree marking paint should not be used on the river side of trees, so as to not be visible from the river when the remaining stump is left.</p>

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

Designated Area	Yarding Requirements or Limitations
	<p>No equipment shall operate within the areas flagged for avoidance with orange and black striped flagging and blue tags within proposed treatment units. Trees within these avoidance areas shall be hand felled and shall be yarded with full suspension. No ground disturbing activities shall be performed within the flagged avoidance areas.</p> <p>Tailings to protect, as seen on Exhibit A, can be used as an equipment trail, but the tailings/banks on either side need to be preserved.</p>

- (6) L-14 No falling, yarding or loading is permitted in or through the streams, springs, or resource buffers as shown on Exhibit A.
- (7) L-19 No mechanical ground based harvesting, ground based yarding, skid trail rehabilitation, machine piling, or non-emergency road maintenance shall be conducted between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (8) L-19 No haul on natural surface roads shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. Purchaser may also elect to rock these roads at their own expense. If the Authorized Officer 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, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (9) L-20 No harvest, yarding, or road construction operations within the sale area as shown on Exhibit A shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from northern spotted owl surveys conducted in accordance with accepted standards, as approved by the Contracting Officer, that northern spotted owl nesting and/or fledging activities are not occurring during the year and/or time of harvest. This restriction may be extended until September 30th, if it is determined that owls are nesting and the project would cause a nesting spotted owl to flush.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (10) L-22 During logging operations, the Purchaser shall keep the Galice Rd. where the road passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes.
- (11) L-24 Before cutting and removing any trees necessary to facilitate logging in the harvest units shown on Exhibit A, the Purchaser shall identify the location of the skid roads and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
- (a) All skid roads 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 Contracting Officer, the width of each skid road shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and clear danger trees when the trees have been marked with paint (color to be determined at pre-work) above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
 - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section. 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
 - (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
 - (f) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint, and/or applying orange or pink 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 prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (12) L-32 In harvest units listed in the table below, as shown on Exhibit A, the Purchaser shall retain at least two (2) percent cover of Coarse Woody Debris (CWD) as an average at the scale of the treatment area post harvest. The CWD must be greater than or equal to four (4) inches in diameter at the large end to count toward the two (2) percent cover requirement. See tables below for the individual unit acres and an approximate number of trees per diameter class to meet two (2) percent cover requirement **at an acre scale**. No adjustments of volume or value shall be made to meet these requirements. The Purchaser shall tally all CWD by diameter class per unit. At the end of falling and yarding operations within a unit, a completed CWD tally shall be submitted to the Authorized Officer.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

Unit	# of acres
25-1	6
25-2	1
Total	7

Rocky Riffle Tracking 2% Cover Retained After Fuels Reduction	
Diameter Class	Total Trees Per Acre for 2% Cover
4 to 6	50
6 to 10	26
10 to 14	12
14 to 18	8
18 to 22	5
22 to 26	4
26 to 30	3
30 to 40	2
40 to 50	2
50 +	1

- (13) 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 the Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total (Actual [include the word “Actual” for all scale for payment contracts using forms 5450-4/26]) Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

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.

(B) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) R-1: The Purchaser shall renovate all roads and structures in strict accordance with the plans and specifications shown on Exhibit D, which is attached hereto and made a part hereof.
- (2) R-1a: Any required renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- (3) R-2: The Purchaser is authorized to use the road listed for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42 (C)(5). Any road listed on Exhibits D and requiring renovation in this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Rocky Riffle Roads	0.48	BLM	NAT	Purchaser
35-7-04.00	0.37	BLM	BST	BLM

- (4) 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 Section 42(C)(7) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (5) R-2d: The Purchaser shall pay a road maintenance fee of \$0.82 per thousand board feet log scale per mile for the use of road 35-7-4.0 for the use of all BST roads maintained by the Bureau of Land Management or the Purchaser within the sale area. **The Purchaser will be required to label, with a permanent marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance and rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.
- (6) 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 Section 42(C)(5). If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligation(s).
- (7) 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.
- (8) R-4: **FOR HELLGATE BRIDGE ON THE 35-7-04.00 ROAD** - 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.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

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

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicle.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

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

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

- (9) 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.

(C) ENVIRONMENTAL PROTECTION

- (1) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall restrict non-road, in unit, ground-based equipment used for harvesting, yarding, machine piling, and rehabilitation operations to periods of low soil moisture (dry conditions). Low soil moisture varies by texture and is based on site-specific considerations. Generally, low soil moisture is determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and the inability of soil moisture at the surface to be readily

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

displaced, causing ripples and ruts along equipment tracks. Low soil moisture limits will be determined by the Authorized Officer. Ground-based equipment shall be allowed to operate when the ground is frozen or adequate snow exists to prevent soil compaction and displacement, as determined by the Authorized Officer.

- (2) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall not haul on hydrologically connected natural surface or rocked roads during conditions that would result in any of the following: surface displacement such as rutting or ripples, continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade resulting in a layer of surface sludge, as directed by the Authorized Officer.
- (3) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall not haul on all natural surface roads that receive one-half (½) inch or more precipitation within a twenty-four (24) hour period. Haul shall not resume for a minimum of forty-eight (48) hours following any storm event, or until road surface is sufficiently dry, as approved by the Authorized Officer. The Purchaser may elect, at their own expense, to apply rock surfacing to these roads to bring them up to wet weather haul standards, as approved by the Authorized Officer.
- (4) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (5) E-1 In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:

Upon decommissioning and prior to fall rains, the Purchaser shall scarify landings (outside of the driving surface) and temporary routes to provide for adequate drainage, then stabilize and revegetate all bare soil with certified weed free straw mulch and a native seed mixture approved by the Authorized Officer. Landings on roads and rocky areas that lack soil for seed germination need not be scarified, seeded or mulched, as determined by the Authorized Officer. The BLM may provide the seed mixture and straw mulch if the purchaser is unable to locate and buy the approved materials from a commercial source. The Purchaser shall reimburse the government for the cost of seed and straw, if provided by the government. The Purchaser shall furnish the specific seed mixture prescribed by the Authorized Officer, which will include up to 3 grasses and 2 forbs from the following list, but may include substitutions approved by the Authorized Officer:

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

Forbs: *Achillea millefolium*, *Clarkia purpurea*, *Clarkia homboidea*, *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 1 of one calendar year and March 31 of the following year. 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

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

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. 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-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142 (OARD, 2018), and the operator will have a Spill Prevention, Control and Countermeasure Plan (SPCC) in place. the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (7) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not store any fuel or other petroleum products or refuel heavy mechanized equipment within one hundred fifty (150) feet of all riparian management or wet areas. The Purchaser shall not refuel or maintain handheld equipment such as drip torches and chainsaw within one hundred (100) feet of waterbodies. Portable pumps may be refueled onsite within a spill containment system. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (8) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall prevent the delivery of chemical retardant foam or additives to waterbodies, and wetlands. Ignition devices/materials shall be stored and disposed of at least one hundred fifty (150) feet away from streams and wetlands.
- (9) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (10) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing landings, skid trails, or haul routes that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines. Any project-related activity would be suspended if conditions develop that cause a potential for sediment laden runoff to enter a wetland, floodplain or waters of the state. Operations can resume when sediment control devices are in place and conditions allow turbidity standards to be met.
- (11) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate landings, hydrologically connected skid trails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (12) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall fully decommission and rehabilitate ground based skid trails and landings outside of the road prism, within ground-based yarding areas **as needed to achieve no more than twenty (20) percent detrimental soil compaction within the unit**, as directed by the Authorized Officer, by one of the following methods:
- (a) If the Authorized Officer deems subsoiling will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil, simultaneously water bar, seed, mulch, and barricade. Subsoil to a depth of twelve (12) inches, and no further than thirty six (36) inches apart. If the Authorized Officer deems subsoiling to this depth will cause an unacceptable amount of damage to the root system of residual trees, the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

(b) All rehabilitation shall occur within eighteen (18) months of harvest, during dry conditions.

(13) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in locations where it cannot enter streams or other water bodies.

(14) E-2 The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the spacing described in the table below and to the specifications shown on Exhibit C which is attached hereto and made a part hereof.

Gradient (Percent)	Water bar Spacing
2-5%	200 feet
6-10%	150 feet
11-15%	100 feet
16-20%	75 feet
21-35%	50 feet
36+%	50 feet

(15) 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;

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (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. (use 3.a. for scale sale contract form 5450-4/26) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b of the contract

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

within 15 days after the bill for collection is issued, subject to Section 3.j. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

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.

- (16) E-5 The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting northern spotted owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of the harvest units. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations. Without this approval, such operations are prohibited from March 1 through June 30 of each year.

(D) FIRE PREVENTION

- (1) F-1 Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the of the Authorized Officer.
- (2) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
- (a) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer and the State of Oregon Department of Forestry.

- (b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger:
1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 2. F-2b At each landing or such other place as the Authorized Officer shall designate during periods of operation one (1) tank truck of three hundred (300) gallons or more capacity with five hundred (500) feet of 1½ inch hose (must be adequate length to reach 200 feet beyond active work sites), six (6) 1½ inch wyes, six (6) 1½ inch to 1 inch reducers, three (3) 1½ inch nozzles and three (3) 1 inch nozzles. One (1) three hundred (300) gallon fire engine may be substituted for each required 300 gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each fire engine / tank truck shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire/tank trucks shall be filled with fuel and made ready for

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

immediate use. All fire/tank trucks shall be filled with water and made available for immediate use.

3. F-2c Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watchman service is required.
 4. F-2d A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.
 5. F-2e A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.
 6. F-2f Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
 7. F-2g A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Authorized Officer and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Authorized Officer.
- (c) 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.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (3) F-9 During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

(E) SLASH DISPOSAL

- (1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
- (a) SD-1c Hand pile, cover, and burn all slash in units 25-01 and 25-02; as shown on Exhibit S. Slash shall be piled by hand. Finished piles shall be tight and free of earth.
1. The BLM will prepare a fire burn plan. Smoke clearance shall be obtained by the BLM the day prior to planned ignition for all burn units.
 2. Slash includes woody material (brush, limbs, tops, unmerchantable stems, or chunks severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.
 3. Hand pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds two (2) feet in length, or as directed by the Authorized Officer.
 4. Hand piles shall be covered with a large enough piece of four (4) mil polyethylene sheeting to ensure a dry ignition spot, generally five (5) feet by five (5) feet or large enough to cover eighty (80) percent of the pile.
 5. Hand piles shall not be placed adjacent to or within ten (10) feet of leave trees or large woody debris.
 6. Hand piles shall not be located on roadways, turnouts, shoulders, or cut banks, unless authorized by the Authorized Officer.
 7. Burning of hand piles would occur after a sufficient period of curing (generally over a year) and adequate seasonal moisture.
- (b) SD-1f Within twenty (20) feet of the edge of each landing pile, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

large end and longer than two (2) feet in length shall be piled within fourteen (14) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located off of the driving surface of roads and at least fifteen (15) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Landing piles shall be less than sixteen (16) feet in height and width. Cover piles with large enough piece of four (4) mil polyethylene sheeting to ensure a dry ignition spot, generally ten (10) foot by ten (10) foot. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

1. The BLM will prepare a fire burn plan. Smoke clearance shall be obtained by the BLM the day prior to planned ignition for all burn units.
 2. Prior to burning the piles, the Authorized Officer and a wildlife biologist will survey landing piles to ensure they are not compatible with fisher denning habitat and/or use.
 3. Landing piles will be burned in the fall to spring season after one (1) or more inches of precipitation have occurred.
 4. Landing piles will be burned within twenty-four (24) months of harvest completion.
 5. If purchaser elects to set aside pole/firewood decks and not put the material in landing piles, the purchaser will be required to remove decks before the expiration of cutting rights. Material will be hauled off site for processing. The Authorized Officer will determine location of pole/hardwood decks.
- (2) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop up assistance as required herein, and measures required in Sections 44(E)(1)(SD-1) and 44(E)(3)(SD-5). In accordance with written instruction to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at his own expense, the services of personnel and equipment on each unit as shown below.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

All crews shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

(a) For igniting and burning hand piles in units 25-01 and 25-02:

1. One (1) person to supervise crew and equipment operators who is Burn Boss Qualified at the complexity level of the burn, and to serve as Purchaser's representative.
2. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) Wildland Fire Engine Boss.
4. One (1) Wildland Fire Engine. Each engine shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of one and one half (1½) inch hose and nozzles acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each engine shall be equipped with a mounted pump conforming to the standards set forth in the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System requirements. Engine and tank shall be in good working order and shall be filled with water.
5. Ten (10) drip torches.
6. Hand ignition with drip torches is required in pile burn units.
7. All ignition personnel will be directly supervised by a BLM representative.

(b) For mop up of hand piles in units 25-01 and 25-02:

1. One (1) person to supervise crew and equipment operators who is Burn Boss Qualified at the complexity level of the burn, and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.

3. One (1) Wildland Fire Engine Boss.
4. One (1) Wildland Fire Engine. Each engine shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of one and one half (1½) inch hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each engine shall be equipped with a mounted pump conforming to the standards set forth in the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System requirements. Engine and tank shall be in good working order and shall be filled with water.

(c) For igniting and burning landing piles:

1. One (1) person to supervise crew and equipment operators who is Burn Boss Qualified at the complexity level of the burn, and to serve as Purchaser's representative.
2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) Wildland Fire Engine Boss.
4. One (1) Wildland Fire Engine. Each engine shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of one and one half (1½) inch hose and nozzles acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each engine shall be equipped with a mounted pump conforming to the standards set forth in the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System requirements. Engine and tank shall be in good working order and shall be filled with water.

(d) For mop-up landing piles:

1. One (1) person to supervise crew and equipment operators who is Burn Boss Qualified at the complexity level of the burn, and to serve as Purchaser's representative.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

2. One (1) crew with six (6) members per crew, including a designated crew foreman. Each crew shall be equipped with shovels, pulaskis, or scraping tool, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
3. One (1) Wildland Fire Engine Boss.
4. One (1) Wildland Fire Engine. Each engine shall have three hundred (300) gallons or more capacity with one thousand (1,000) feet of one and one half (1½) inch hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each engine shall be equipped with a mounted pump conforming to the standards set forth in the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System requirements. Engine and tank shall be in good working order and shall be filled with water.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8)-inch top leather boots, hardhat, and leather gloves. All personnel shall wear long pants and long sleeve shirts, lug-soled leather boots with minimum eight (8)-inch tall uppers that provide ankle support, approved hardhat, and leather gloves. On the day of ignition, clothing shall be of approved aramid fabric, Nomex™ or equivalent, and all personnel shall carry an approved fire shelter. Clothing shall be free of diesel fuel oil.

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

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each hand/machine piled unit and landing decks, four hundred fifty (450) hours as directed by the Authorized Officer within a 10 days beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:

- (a) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or+
- (b) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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

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

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

- (3) SD-5 The Purchaser shall perform logging residue reduction on approximately seven (7) acres of harvest area located in all units as shown on Exhibit A.
 - (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Treatment Description	Cost/Acre
Lop and Scatter	0-12 tons/acre	\$48.00
Selective Slashing	≤ 60% cover (cut)	\$300.00
Hand Pile and Cover	0-25 piles/acre	\$545.00
Hand Pile Burn and Mop-up	0-25 piles/acre	\$75.00
Machine Pile and Cover	Cost per acre	\$490.00
Machine Pile Burn and Mop-up	0-20 piles/acre	\$65.00
Cover and Burn Landing Decks	Cost per acre	\$56.00

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

Appraised Treatment	Acres	Cost/Ac.	Total Cost Per Treatment
Hand Pile and Cover	6.25	\$545.00	\$3,406.25
Hand Pile Burn and Mop-up	6.25	\$75.00	\$468.75
Cover and Burn Landing Decks	0.75	\$56.00	\$42.00
Total Appraised Cost	7		\$3,917.00

- (c) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the site preparation treatments designated pursuant to Section 44(E)(3)(SD-5)(a&b) differs from three thousand nine hundred seventeen and 00/100 dollars (\$3,917.00), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 44(E)(3)(SD-5)(a&b).

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

- (d) Hand piling and burning shall be done in accordance with Section 44(E)(1)(SD-1)(a)(SD-1c) and Section 44(E)(2)(SD-2)(a&b). Pile and burn landing decks shall be done in accordance with Section 44(E)(1)(SD-1)(b)(SD-1f) and Section 44(E)(2)(SD-2)(c&d).

(F) BUYOUT SECURITIES

- (1) B-1 The Purchaser shall perform hand pile burning in accordance with Section 44(E)(1)(SD-1)(a)(SD-1c) and Section 44(E)(2)(SD-2)(a&b). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount of five hundred sixty-six and 06/100 dollars (\$566.06), and upon making such deposit, 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 deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.
- (2) B-1 The Purchaser shall perform landing pile burning in accordance with Section 44(E)(1)(SD-1)(b)(SD-1f) and Section 44(E)(2)(SD-2)(c&d). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount of fifty and 72/100 dollars (\$50.72), and upon making such deposit, 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 deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.

(G) LOG EXPORT RESTRICTIONS

- (1) LE-2 Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs on timber loads. 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.

The Purchaser shall be required to label with a permanent ink marker, each load ticket with the corresponding unit number, as directed by the Authorized Officer.

ROCKY RIFFLE HAZARD TIMBER SALE

SPECIAL PROVISIONS

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).

This page intentionally left blank

Rocky Riffle Hazard Timber Sale Seasonal Restriction Matrix, Contract # ORM07-TS-2023.0016

Unrestricted Period
Operations Restricted To Dry Condition, Waiver Required
Operations Restricted While NSO Surveys Occur, Restriction May Be Extended IF Owls Are Nesting
Operations Restricted

* Operations will be suspended if unacceptable damage to residual trees occur.

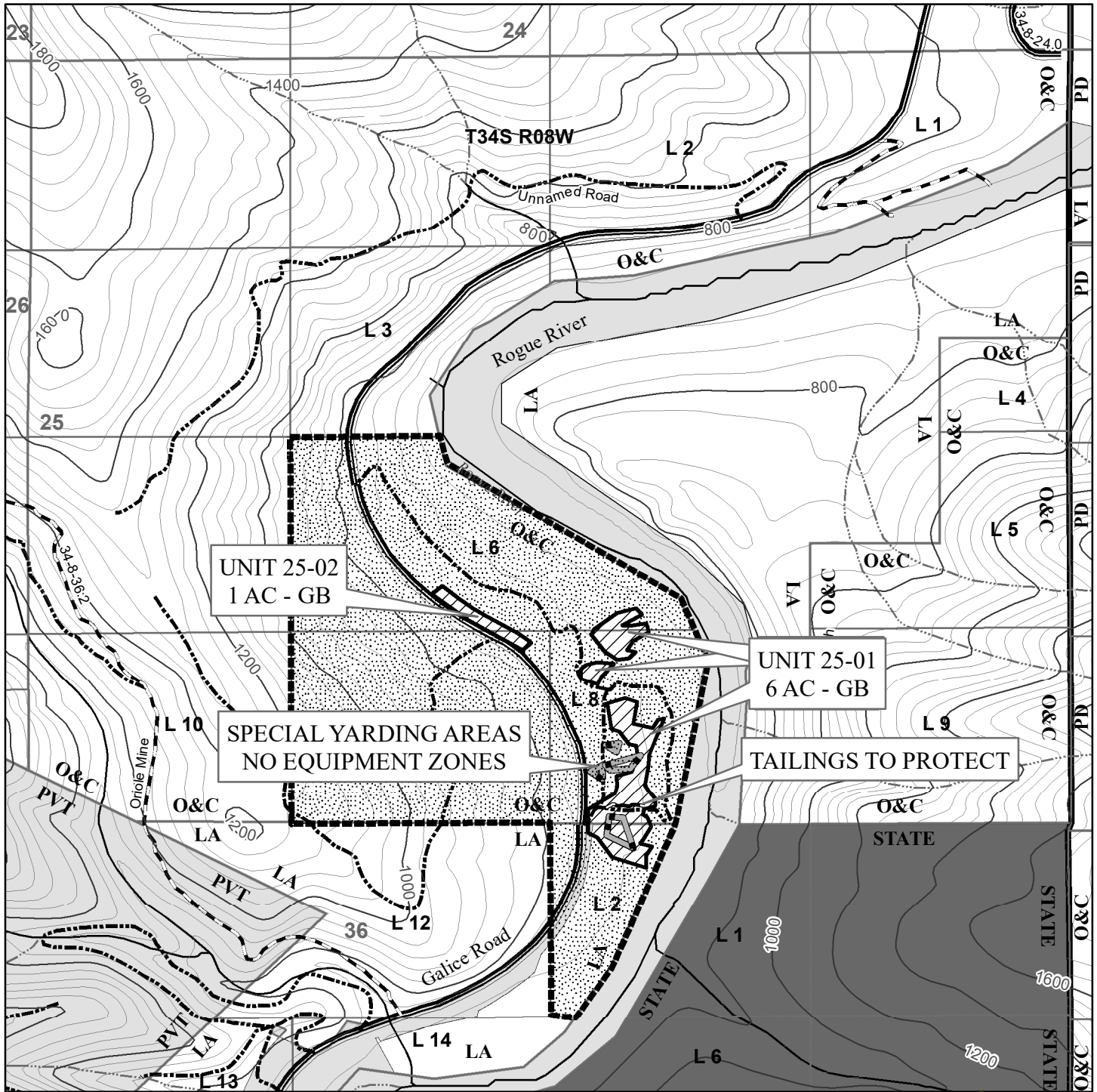
** In-stream work periods for culvert cleaning are June 15th - September 15th.

*** All road maintenance and improvements must be completed before wet season haul can occur on the roads. The Purchaser may elect to make improvements to Dry Condition Haul Roads listed to allow for All Season Haul, as approved by the Authorized Officer. Haul will be suspended if the roads begin to show damage or conditions develop that could cause damage to the road as described in Sec. 44(C)(1&3)(E-1).

Dry Condition Yarding work- Ground-based harvesting and yarding and rehabilitation activities would not occur when soil moisture at a depth of 4-6 inches is wet enough to maintain form when compressed, or when soil moisture at the surface would readily displace, causing ripples and ruts along equipment tracks. These conditions are generally found when soil moisture at a depth of 4-10 inches is between 15-25% depending on soil type.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec			
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15		
Ground Based Yard Units with Dry Condition & All Season Haul: 25-1, 25-2	Manual Falling and Bucking*																										
	Mechanical Ground Based Harvesting, Yarding & Piling, Landing Construction, and Rehabilitation Activities Involving Heavy Equipment																										
	Road Maintenance**																										
	Loading and Hauling on all Natural Surface Roads***																										
	Loading and Hauling on all Paved Roads***																										

This page intentionally left blank



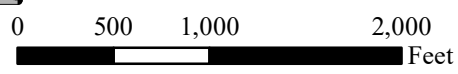
Legend

	Rocky Riffle Units		Road Surface Type		Land Ownership
	Contract Area Boundary		Paved Road		O&C BLM, O&C Lands
	Reserve Area		Rocked Road		LA BLM, Land Acquired
	Perennial Stream		Natural Surface Road		PD BLM, Public Domain Lands
	Intermittent Stream		Tailings to Protect		PVT Private
	Index 200-ft contour		No Equipment Zones		STATE State
	Intermediate 40-ft contour				

40' CONTOUR INTERVAL



United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200



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. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

This page intentionally left blank



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

Timber Appraisal

Sale Name: Rocky Riffle Hazard	Sale Date: Thursday, July 27, 2023
BLM District: Medford DO	Unit of Measure: 16' MBF
Contract #: ORM07-TS-2023.0016	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: Caulfield, David J - 7/17/2023

Approved By: Caulfield, David J - 7/17/2023

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Josephine	34 S	8 W	25	Lot 6, Lot 8, SE1/4SW1/4	Willamette
PD	Josephine	34 S	8 W	36	Lot 2	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	116.0	136.0	153.0	1,076	400	322
Ponderosa Pine	41.0	48.0	55.0	373	131	117
Sugar Pine	1.0	1.0	1.0	4	0	1
Incense-cedar	1.0	1.0	1.0	3	1	1
Totals	159.0	186.0	210.0	1,456	532	441

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	7.0	0.0	7.0	22.7

Comments:

12 Month Contract Term due to Small Sale size of 7 Acres.

Logging Costs

Stump to Truck	\$28,658.88
Transportation	\$10,118.40
Road Construction	\$0.00
Maintenance/Rockwear	\$2,500.00
Road Use	\$48.24
Other Allowances	\$4,193.76
Total:	\$45,519.28
Total Logging Cost per MBF:	\$286.28

Utilization Centers

Location	Distance	% of Net Volume
Boise Cascade	49.5 miles	100 %

Profit & Risk

Profit	11 %
Risk	3 %
Total Profit & Risk	14 %

Tract Features

Quadratic Mean DBH	19.9 in
Average GM Log	124 bf
Average Volume per Acre	22.7 mbf
Recovery	76 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	159 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	100 %
Average Yarding Slope	15 %
Average Yarding Distance	200 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	April 2023
Cruised By	Cannon, Caulfield, Darner
Cruise Method	
100% Cruise Vol	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Stumpage Adjustment	Appraised Price/MBF	Appraised Value (\$)
Douglas Fir	322	116.0	\$537.98	\$75.32	\$286.28	\$9.08	(\$56.57)	\$128.90	\$14,952.40
Ponderosa Pine	117	41.0	\$170.93	\$23.93	\$286.28	\$0.00	\$0.00	\$17.10 *	\$701.10
Sugar Pine	1	1.0	\$175.20	\$24.53	\$286.28	\$0.00	\$0.00	\$17.60 *	\$17.60
Incense-cedar	1	1.0	\$384.00	\$53.76	\$286.28	\$0.00	(\$2.39)	\$41.60	\$41.60
Totals	441	159.0							\$15,712.70

* Minimum Stumpage values were used to compute the Appraised Price/MBF (10 % of Pond Value)

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 %	74.0 %	25.0 %		

Comments: Salvage pricing for Douglas fir = 80% of Green Timber pricing

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Ponderosa Pine				75.0 %	25.0 %		

Comments: Salvage pricing for Ponderosa Pine = 60% of Green Timber pricing.

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Sugar Pine				77.0 %	23.0 %		

Comments: Salvage pricing for Sugar pine = 60% of Green Timber pricing.

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar				35.0 %	65.0 %		

Comments: Salvage Cedar pricing = 80% of Green
 $\$600 \times 0.80 = \480

Marginal Log Volume By Grade

Species	Utility Cull	Peeler Cull
Douglas Fir	2	5

Unit: 25-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	108.0	127.0	142.0	275
Ponderosa Pine	36.0	42.0	49.0	86
Totals:	144.0	169.0	191.0	361

Net Volume/Acre: 28.8 MBF

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

Unit: 25-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	8.0	9.0	11.0	47
Ponderosa Pine	5.0	6.0	6.0	31
Incense-cedar	1.0	1.0	1.0	1
Sugar Pine	1.0	1.0	1.0	1
Totals:	15.0	17.0	19.0	80

Net Volume/Acre: 7.5 MBF

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

Comments:

Rounded Sugar Pine and Incense-cedar up to 1 mbf so that BLM can price these species.

Total Stump To Truck	Net Volume	\$/MBF
\$28,658.88	159.0	\$180.24

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Shovel	GM MBF	186.0	\$154.08	\$28,658.88	Value includes, Shovel, Loader and 3 Saws
Subtotal				\$28,658.88	

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
\$10,118.40	159.0	\$63.64

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Boise Cascade	49.5	all Species	GM MBF	186.0	\$54.40	\$10,118.40	100 %

Engineering Allowances

Total	Net Volume	\$/MBF
\$2,548.24	159.0	\$16.03

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$2,500.00
Road Use Fees:	\$48.24

Comments:

Road Use Fees = Crossing Hellgate Bridge

Total	Net Volume	\$/MBF
\$4,193.76	159.0	\$26.38

Logging

Cost item	Total Cost
Shovel/Loader	\$276.00
Subtotal	\$276.00

Slash Disposal & Site Prep

Cost item	Total Cost
Hand Pile & Cover	\$3,917.76
Subtotal	\$3,917.76

Comments:

L-Stip, Shovel/Loader value is for Extra time needed for Archaeological avoidance areas inside the Units.

SD-Stip, Handpile and Cover = \$3406.25 Total

SD-Stip, Handpile Burn and Mop-up = \$468.75 Total

SD-Stip, Cover & Burn Landing Decks = \$42.00 Total

This page intentionally left blank

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

Contract No.: ORM07-TS-2023.0016

Sale Name: Rocky Riffle Hazard

Issuing Office: Medford District

**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	
Ponderosa Pine	MBF	\$17.10
Sugar Pine	MBF	\$17.60
Incense Cedar	MBF	\$41.60
Other Wood Products Schedule		
Product/Species	Unit of Measure	Price Per Measurement Unit

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.

Hazard Trees Left Standing:	Felled Timber Not Removed
Diameter at Breast Height (DBH): 5”	Small End DIB: 11”
Log Height: 12’	Log Length: 14’
% Sound: 0%	% Sound: 33.3%
Net Tree Volume:	Net Log Volume: 20 BF

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 Seven (7) 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 Seven (7) 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 Seven (7) 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	116 MBF		
Ponderosa Pine	41 MBF	\$17.10	\$701.10
Sugar Pine	1 MBF	\$17.60	\$17.60
Incense Cedar	1 MBF	\$41.60	\$41.60
Total Estimated Purchase Price:			

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		
35-7-04.00	A BST	0.37	0.82	159		\$48.24	0.00	159	\$0.00	

(2.1) Subtotal \$48.24 (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

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

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No A RkWear Vol Total
and Segment N Mi x Fee x MBF = RkWear

(5.1) Subtotal \$0.00

Purchaser Operational Maintenance

Move In

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

(5.2A) Total \$0.00

(5.2H) Decommissioning Total \$0.00

ROAD MAINTENANCE SPECIFICATIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION	Page(s)
3000	General	2-2
3100	Operational Maintenance	2-3
3200	Seasonal Maintenance	3-4
3300	Final Maintenance	4-4
3400	Other Maintenance	5-5

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads as shown on the Exhibit D-2 maps of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsection 3403a.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor 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.
- 3103 - The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

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

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

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.

- 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 15 each year,

except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.

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

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

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

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

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

OTHER MAINTENANCE - 3400

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

- 3403a - During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds or restrict the number of loads hauled to reduce dust as directed by the Authorized Officer on the following roads:


Road Number	From M.P.	to M.P.
Rock Riffle Roads	ALL	ALL

Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.



EXHIBIT D2-1

LEGEND





Land by Ownership

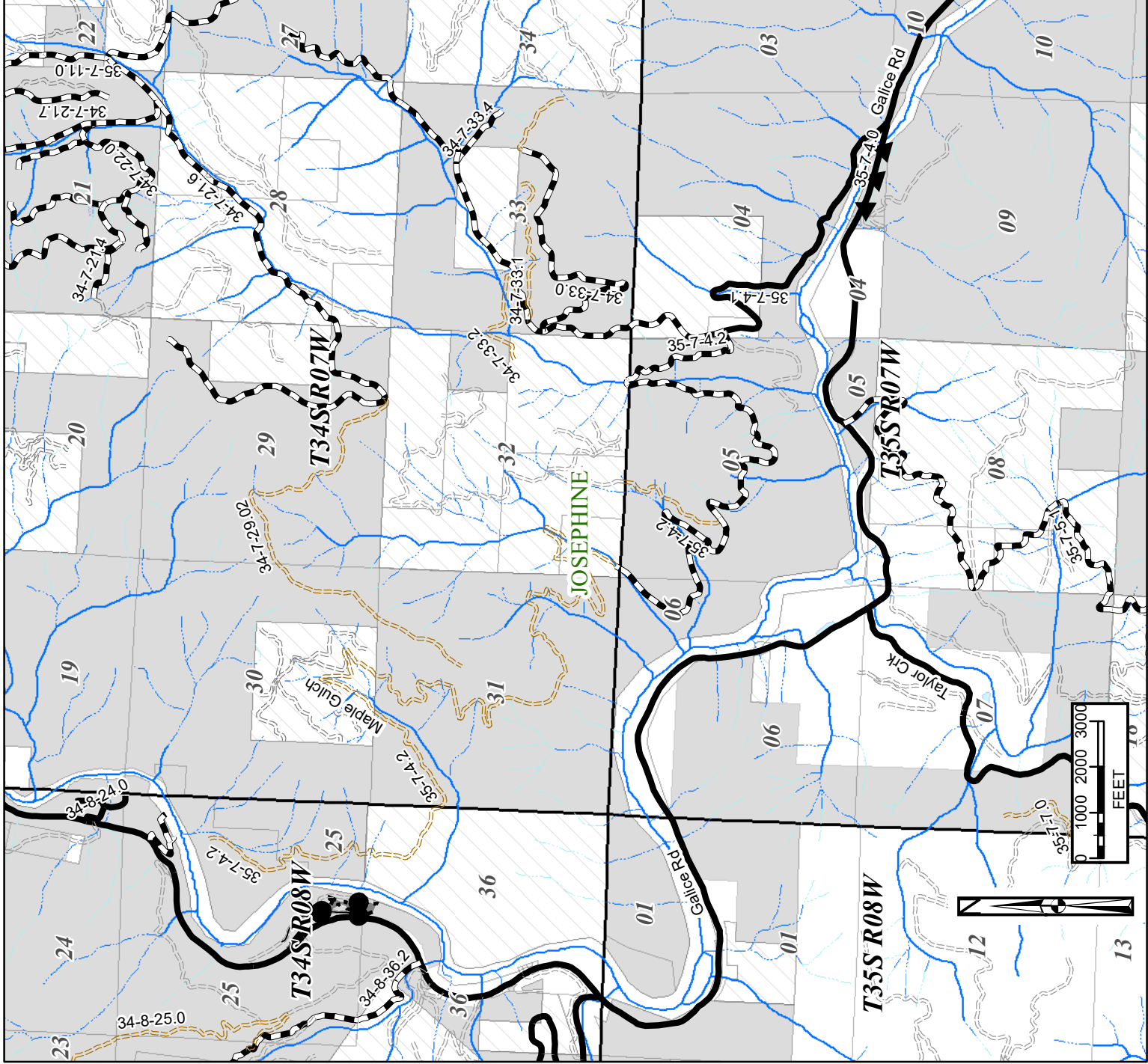
-  BLM
-  Private Individual Taxlots
-  Rocky_Riffle_Units

Rocky_Riffle_TS_Haul_Routes Maintenance Responsibility

-  BLM
-  Purchaser

ROADS - SURFACE TYPE

-  Bituminous
-  Aggregate
-  Natural
-  Unknown






UNITED STATES DEPARTMENT OF THE INTERIOR	
BUREAU OF LAND MANAGEMENT	
MEDFORD DISTRICT - MEDFORD, OREGON	
ROCKY RIFFLE TIMBER SALE ROAD MAINTENANCE MAP	
DRAFTED BY: BLM	
DATE: JUNE 2023	SHEET: 1 OF 3



EXHIBIT D2-2

LEGEND





Land by Ownership

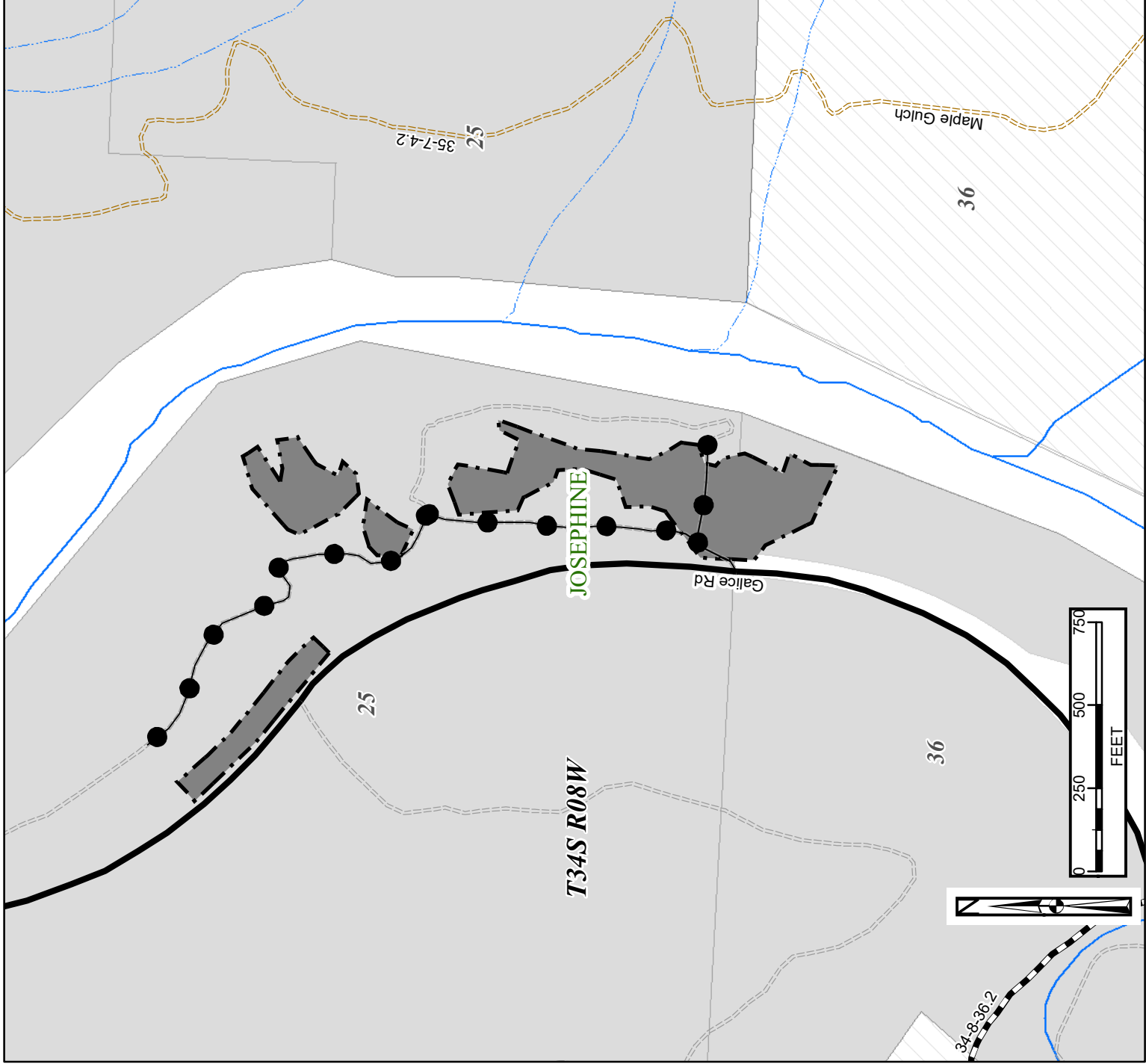
-  BLM
-  Private Individual Taxlots
-  Rocky_Riffle_Units

Rocky_Riffle_TS_Haul_Routes Maintenance Responsibility

-  BLM
-  Purchaser

ROADS - SURFACE TYPE

-  Bituminous
-  Aggregate
-  Natural
-  Unknown



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

**ROCKY RIFFLE
 TIMBER SALE
 ROCKY RIFFLE ROADS
 ROAD MAINTENANCE MAP**




DRAFTED BY: BLM

DATE: JUNE 2023 SHEET: 2 OF 3



EXHIBIT D2-3

LEGEND





Land by Ownership

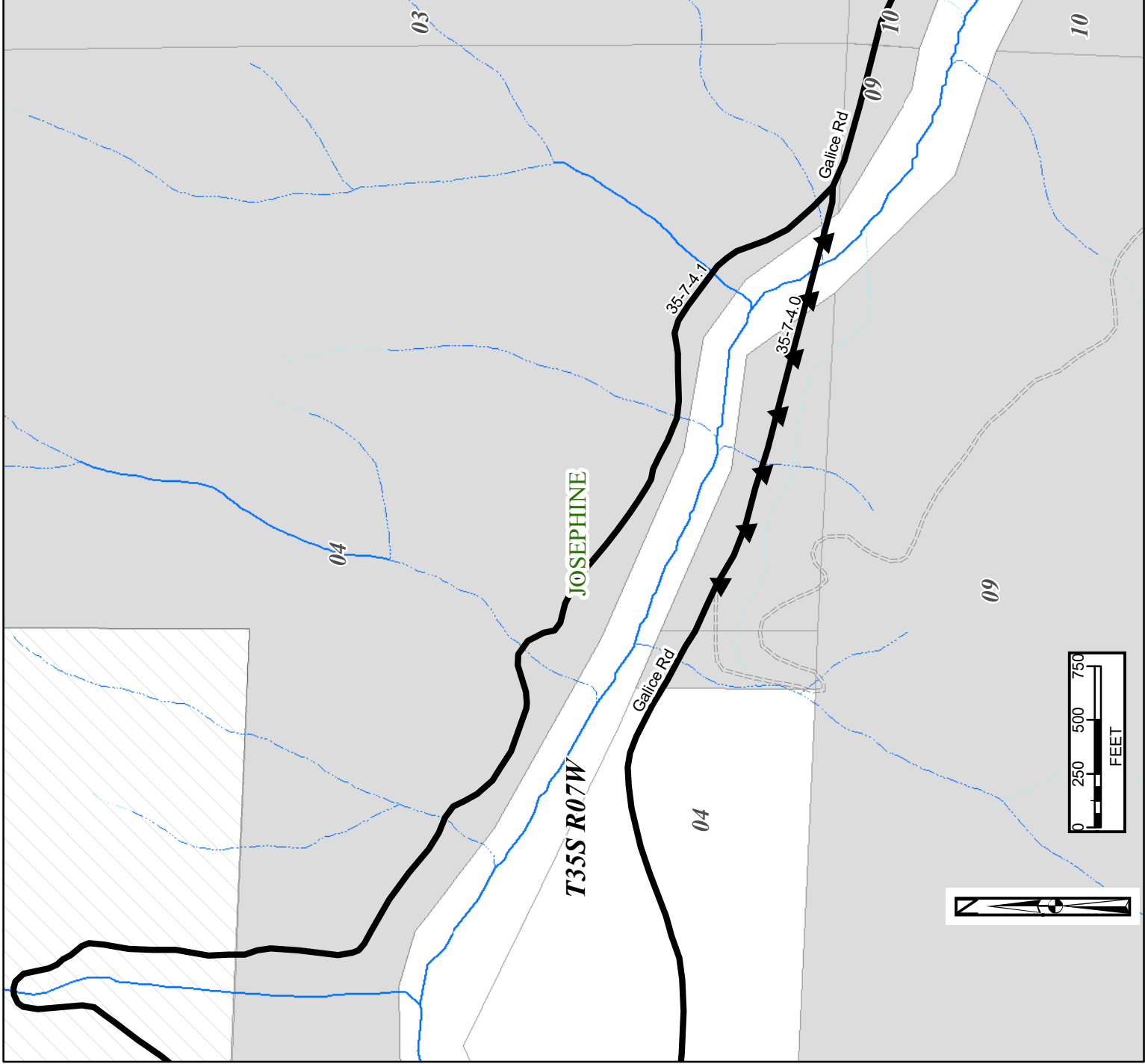
-  BLM
-  Private Individual Taxlots
-  Rocky_Riffle_Units

Rocky_Riffle_TS_Haul_Routes Maintenance Responsibility

-  BLM
-  Purchaser

ROADS - SURFACE TYPE

-  Bituminous
-  Aggregate
-  Natural
-  Unknown



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

**ROCKY RIFFLE
 TIMBER SALE**

ROAD # 35-7-04.00

ROAD MAINTENANCE MAP

DRAFTED BY: BLM

DATE: JUNE 2023

SHEET: 3 OF 3

SELECTION CRITERIA-DESIGNATION BY PRESCRIPTION EXHIBIT F

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are to be retained and which trees are to be cut and removed. Consider safety in determining whether a fire-killed or fire-injured snag should remain standing. The operator will have flexibility and responsibility to remove any snag or tree deemed unsafe for workers on site.

The Purchaser shall leave all boundary trees marked with orange paint and/or poster tags. Within harvest units, the Purchaser shall also leave live hardwoods > 8" diameter at breast height (DBH) and live green conifers with a probability of mortality (Pm) below 60%, as defined in Table 1 of this Exhibit.

Before cutting and removing any trees necessary to facilitate logging in all Harvest Units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal.

MARKING GUIDELINES FOR FIRE-INJURED TREES

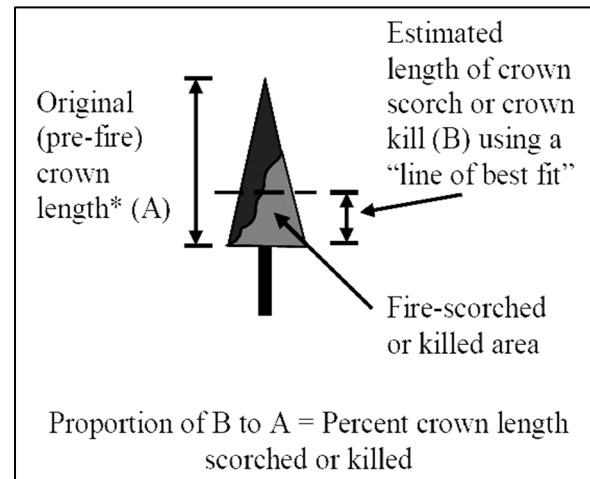
The model for fire mortality trees utilizes the methods and procedures detailed in USFS Marking Guidelines for Fire-Injured Trees in California (Smith & Cluck, 2011), this document may be used as supplemental information by the Purchaser if needed. The method uses percent crown killed only or in combination with other guiding variables, such DBH and/or the presence of absence of bark beetle activity, to determine mortality probability. Percent crown kill is a measure of the proportion of foliage that includes any brown needles, as well as any areas that have blackened fine branches relative to the entire amount of foliage that was present before the burn. Lower branches that are presumed to have died before the fire should not be included when determining crown kill. Using the probability of mortality, this model also offers flexibility to accommodate BLM management goals and objectives for salvage operations.

A probability of mortality (Pm) of 60% or greater has been selected as the target for removal (Table and Figure 1) based on the following project objectives:

- Keep roads clear of hazard trees and debris
- Improve worker safety involved in reforestation and subsequent maintenance of the site
- Retain those trees that have a moderate to high probability of survival for satisfying other resource needs

Table and Figure 1. Crown scorch levels for 60% predicted mortality

P_m=0.6 level	Douglas-fir	
	DBH	Percent Crown Volume Killed
	4-40"	70
	Ponderosa pine	
	DBH	Percent Crown Length Killed
	10-29"	55
	30-40"	30
	41-50"	15
	Incense cedar	
	DBH	Percent Crown Length Killed
	10-60"	85
	Sugar pine	
	DBH	Percent Crown Length Killed
10-60"	55	
White Fir		
10-35"	80	
>35-60"	65	



Retain trees that meet the following criteria:

1. Conifers with a less than 60% probability of mortality (see above Table and Figure 1).
2. Live hardwoods > 8 inches DBH.
3. Snags with prominent structural complexity such as broken or forked tops and large limbs that provide wildlife habitat benefit should be left when there is no immediate safety risk. Photos of example desired wildlife leave trees are shown below.
4. Retain at least 2% cover of Coarse Woody Debris (CWD) as an average at the scale of the treatment area. See Table 2 below.
5. Cull material and existing CWD should be left in place within the unit to the extent possible.

Table 2. Coarse Woody Debris retention requirements to satisfy 2% cover within the treatment area. See Individual Unit CWD tracking sheets in Appendix 1 for more specific information on the total number of trees and/or pieces that are required for retention in each unit depending on the diameter and length of the CWD pieces.

Unit	Acres	Total number trees to retain as CWD ≥ 4” diameter on large end	Total number of CWD pieces to retain ≥ 16’ long AND ≥ 4” diameter on large end
25-01	6	6 - 156	72 - 492
25-02	1	1 - 26	12 - 82
TOTAL	7		

REFERENCES:

Smith & Cluck. 2011. Marking Guidelines for Fire-Injured Trees in California. U.S. Forest Service, Region 5, Forest Health Protection. May 2011. (Report # RO-11-01).

Examples of Desirable Wildlife Leave Tree



DEFINITIONS

Conifer: An evergreen tree that produces cones, needle-shaped leaves, and wood known commercially as “softwood”.

Coarse Woody Debris (CWD): Logs lying on the forest floor that include merchantable and non-merchantable material in all decay classes.

DBH: Diameter of the tree at breast height, measured at four point five feet (4.5’) above the ground level from the uphill side of the tree.

Fire-Killed Tree: A standing or fallen conifer tree with 100% of the crown scorched showing brown needles or the crown is black with no needles.

Fire-Injured Tree: A conifer tree exhibiting crown scorch while still retaining green needles. Some fire-injured trees may die within the next 4 years (Appendix 1).

Fire-Injured Trees with a High Probability of Mortality: Standing trees that meet the description of fire-killed or fire-injured trees with a high probability of mortality defined in Table and Figure 1.

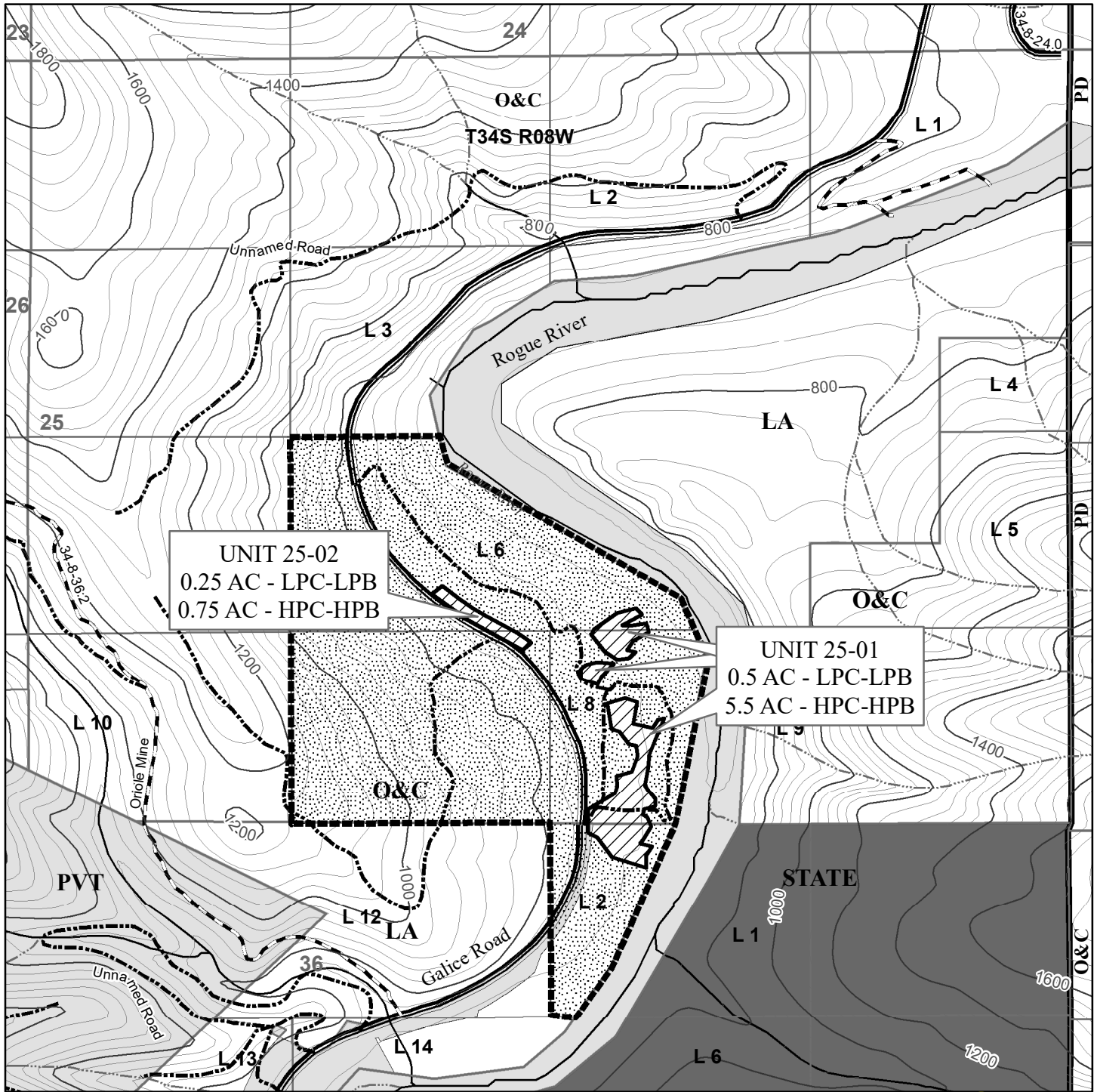
Hardwood: A live green broad-leaved tree which usually has a single well-defined trunk, exhibits > 30% live crown ratio and is capable of attaining a height greater than 20 feet. These include, but are not limited to alder, chinquapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

Leave tree: Live green tree to be retained within the specifications of this prescription. These include live green conifers and large hardwoods, as well as fire-injured trees with a low probability of mortality as designated in Table and Figure 1.

Percent crown scorch: A measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be obvious to the naked eye as yellowish brown or red needles).

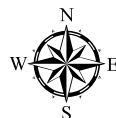
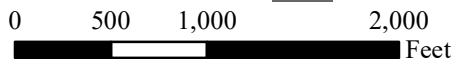
Snag: 1. A dead or dying tree with physical characteristics exhibiting varying rates of decomposition.

This page intentionally left blank



Legend

Rocky Riffle Units	Road Surface Type	Land Ownership	40' CONTOUR INTERVAL
Contract Area Boundary	Surface Type	BLM, O&C Lands	
Reserve Area	Paved Road	BLM, Land Acquired	
Perennial Stream	Rocked Road	BLM, Public Domain Lands	
Intermittent Stream	Natural Surface Road	Private	
Index 200-ft contour		State	
Intermediate 40-ft contour			



United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200

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. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

**SLASH DISPOSAL SUMMARY BY UNIT AND
 PRESCRIPTION**

UNIT	UNIT ACRES	HAND PILE, COVER & BURN ACRES	LANDINGS: COVER AND BURN ACRES
25-01	6.0	5.50	0.50
25-02	1.0	0.75	0.25
TOTAL	7	6.25	0.75

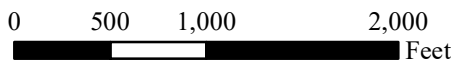
LEGEND

UNIT	UNIT ACRES	SLASH DISPOSAL TREATMENT PRESCRIPTION
25-01	6.0	HPC-HPB/LPC-LPB
25-02	1.0	HPC-HPB/LPC-LPB
TOTAL	7	

* BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE

HPC-HPB = HAND PILE & COVER, HAND PILE BURN

LPC-LPB = LANDINGS PILE & COVER, LANDINGS PILE BURN



40' CONTOUR INTERVAL



United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200

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. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.