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

Coal Creek DTR Timber Sale ORN01-TS-2024.0101

Date: October 18, 2023

TIMBER SALE PROSPECTUS SBA SET-ASIDE

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9. Written and oral bids will be received by the District Manager, or designated representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on WednesdayNovember 15, 2023. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including appraised prices per species, should be obtained from the above District Manager, or designated representative. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States.

THIS PROSPECTUS does <u>not</u> constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal. The decision was posted to the BLM's ePlanning website on August 31, 2023, referring to the BLM Cascades Field Office Coal Creek Roadside Hazard Tree Removal Project, DOI-BLM-ORWA-N010-2023-0012-DNA. For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on October 18, 2023 and October 25, 2023 on the BLM Timber Sale Notice Website.

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

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time he signs the timber sale contract. Section 2(a) of Form 723 requires that successful bidders of SBA set-aside tracts must comply with delivery requirements pertaining to sawtimber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a).

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

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

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

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

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

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CONTRACT MODIFICATION, SUSPENSION OR TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or 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 court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this sale is also available online at: https://www.blm.gov/or/resources/forests/index.php. The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District Office at 503-375-5646.

TIMBER SALE NOTICE SCALE SALE SBA SET-ASIDE SALE

SALE DATE: November 15, 2023

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE

CONTRACT NO. ORN01-TS-2024.0101, COAL CREEK DTR: SCALE SALE:

CLACKAMAS COUNTY, OREGON: O&C, PD: ORAL AUCTION:

BID DEPOSIT REQUIRED: \$17,100.00

All timber designated for cutting on: SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4, NW1/4SE1/4, SE1/4SE1/4, SEC. 29; SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4, SW1/4SE1/4, SE1/4SE1/4, SEC. 33; T. 6 S., R 2 E., W.M.; SW1/4SE1/4, SE1/4SE1/4, SEC. 6; NE1/4NE1/4, NW1/4NE1/4, SEC. 7; SW1/4NW1/4, SEC. 15; SW1/4NE1/4, SE1/4NE1/4, SEC. 16; Lot 1, Lot 2, SEC. 17; T. 7 S., R 3 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER

MEASURE. Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No.	Est. Vol.		Est. Vol.	Appraised	Estimated
Merchantable	MBF		MBF	Price	Volume Times
Trees	32' Log	Species	16' Log	Per MBF	Appraised Price
4,826	1,964	Douglas-fir	2,261	\$74.80	\$169,122.80
13	20	grand fir	22	\$31.90*	\$701.80
24	14	western hemlock	17	\$28.90*	\$491.30
4,863	1,998	TOTALS	2,300		\$170,315.90

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

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

<u>CRUISE INFORMATION</u>: The timber volumes were based on variable plot cruise using a 40 BAF in the Danger Tree Removal Area, for estimated board foot volumes of trees in 16-foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 18.9 inches DBHOB; the average log contains 129 bd. ft.; the total gross volume is approximately 2,510 MBF; and 92% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

<u>CUTTING AREA</u>: Five (5) Danger Tree Removal Units of approximately 110 acres shall be cut. Acres shown on Exhibit A have been computed using ArcGIS to calculate area along the roads.

DURATION OF CONTRACT: Will be 12 months for cutting and removal of timber.

<u>DIRECTIONS/ACCESS</u>: See access map for location of units. **Gate Keys or combo are required for access.** Prospective bidders may obtain a key or combo by contacting Cameron Minson at 503-302-1860.

<u>ROAD MAINTENANCE</u>: In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 4.2 miles of road. In-lieu of payment for rockwear, the Purchaser shall furnish and place aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer.

In the use of William G. Deardorff controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with William G. Deardorff and pay to William G. Deardorff a road use fee of two-thousand one-hundred sixty-seven and 88/100 dollars, (\$2,167.88). The Purchaser is required to carry liability insurance with limits of \$100,000/\$300,000 and a \$2,000.00 performance bond.

Purchaser maintenance shall include road brushing, frequent spot-rock, blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris, and the construction and maintenance of water bars during wet season haul. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. The Purchaser shall furnish and place a minimum of 2050 cu. yds. of aggregate at locations and in the amounts designated by the Authorized Officer.

<u>ROAD RENOVATION</u>: The Purchaser shall renovate and/or perform pre-haul maintenance on approximately 4.2 miles of road in strict accordance with the plans and specifications shown on Exhibit C. Road renovation work includes but is not limited to brushing, clearing, ditch and culvert cleaning, shaping, placing spot-rock, grading, and compacting the travel surface.

Special Attention Items:

Sec. 43.a-f. Reserved Timber

Sec. 44.i-j. Seasonal Restrictions Sec. 44.n. Purchaser Maintenance

Sec. 44.v. Buyout Securities

TIMBER SALE CONTRACT RESERVATIONS AND SPECIAL PROVISIONS

Sec. 43.

RESERVED

- a. All timber on the Reserve Areas as shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer.
- b. All green trees within the Danger Tree Removal Area shown on Exhibit A, which are not likely to die prior to the expiration of this contract as determined by the Authorized Officer. Green trees may be felled and removed for safety reasons with approval from the Authorized Officer.
- c. All trees/snags marked with yellow paint above and below stump height located in the Danger Tree Removal Area, which do not present a safety hazard as determined by the Authorized Officer.
- d. All trees felled within fifty (50) feet of a stream within the Danger Tree Removal Area shown on Exhibit A. Trees may be removed with approval from the Authorized Officer.
- e. All non-merchantable timber, as defined in Exhibit B, within the Danger Tree Removal Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All non-merchantable timber cut or moved for safety reasons shall be retained on site.
- f. All western red cedar within the Danger Tree Removal Area. All western red cedar cut or moved for safety reasons shall be retained on site.

Sec. 44. Special Provisions-

LOGGING

- a. Before beginning operations on the Danger Tree Removal 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 they intend to cease operations for any period of seven (7) or more days.
- b. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to 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.

- c. No trees may be felled, yarded, decked, or loaded in or through the Reserve Area, as shown on Exhibit A, or adjacent private land. Trees will be directionally felled to lead for skidding to minimize ground disturbance and entry into the Reserve Area. Tops, limbs, and other logging debris entering the Reserve Area from felling operations shall be pulled back into the Danger Tree Removal Area shown on Exhibit A, unless expressly authorized by other provisions of this contract.
- d. In the Danger Tree Removal Area, all danger trees shall be felled toward the road where feasible, as directed by the Authorized Officer. Danger trees are snags which pose a danger of striking or sliding onto existing roads within Danger Tree Removal Areas, as shown on Exhibit A.
- e. Mechanized equipment shall not leave the Danger Tree Removal Area and is not allowed to operate within fifty (50) feet of stream channels when leaving existing roads and must be refueled at least one-hundred and fifty (150) feet from streams or other wet areas. Full suspension of logs is required across stream channels.
- f. During logging operations, the Purchaser shall keep roads where they pass through the Danger Tree Removal Area clear of trees, rock, dirt and other debris so far as is practicable. The roads shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
- g. At all landing, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the Contract Area.
- h. In the Danger Tree Removal Areas All yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads. Before felling and yarding any timber, the Purchaser shall locate designated skid trails as follows:
 - 1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.
 - 2. Space designated skid roads at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - 3. Limit width of skid roads to a maximum of twelve (12) feet.
 - 4. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches.

- i. No ground-based operations between October 15th of one calendar year and May 15th of the following calendar year both days inclusive and during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer
- j. No operations within or accessing Unit 5 shall be conducted due to nesting and breeding season of the Northern Spotted Owl March 1st thru July 15th unless approved by the Authorized Officer.

ROAD MAINTENANCE AND USE

- k. The Purchaser shall perform pre-haul maintenance in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Any required road work 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. All natural surface roads and roads with insufficient rock surfacing to allow for wet weather haul may be rocked at the Purchasers expense with prior approval of the Authorized Officer.
- l. 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. This work shall include furnishing and placing 2050 cu. yds. of aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer.
- m. The Purchaser is authorized to use the roads shown as Haul Route Purchaser Maintenance on Exhibit A for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C and D provided that the Purchaser perform the required maintenance described in Sec. 44.k-l.
- n. In the use of Road No 6-2E-32.0 and 6-2E-28.0, the Purchaser shall comply with the conditions of Right-of-Way and Road Use agreement RWA-S-467 dated May 23, 1960, between the United States of America and Willard G Deardorff. This document is available for inspection at the Northwest Oregon District Office.
 - (a) For road No. 6-2E-32.0 Payment of a road use obligation of one-thousand one-hundred eighty-six and 27/100 dollars (\$1,186.27) to Willard G Deardorff, payable at the time indicated in the License Agreement.
 - (b) For road No. 6-2E-28.0 Payment of a road use obligation of nine-hundred eighty-one and 61/100 dollars (\$981.61) to Willard G Deardorff, payable at the time indicated in the License Agreement.
 - (c) Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- o. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles

or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval. Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

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

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

ENVIRONMENTAL PROTECTION

- p. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all ground disturbing prior to entry onto BLM lands as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- q. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the Contract Area shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.
- r. In the event that a court-ordered injunction or an IBLA issued stay or remedy results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between (specify the dates during which operations may occur) during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road

construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber."

FIRE PREVENTION

s. 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 fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I fire season requirements. At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

LOGGING RESIDUE REDUCTION

- In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on thirty-nine (39) acres of harvest area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract.
 - 1. Excavator pile and burn slash where ground base logging operations in salvage harvest occurs and 25 feet off both sides of all roads in harvest units. All road and in harvest area slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.
 - a) Unmerchantable logs greater than six (6) inches on the small end

shall be left in place or positioned so that they will not be burned.

- b) Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.
- c) Machine piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.
- d) A minimum 10-foot by 10-foot cover of four (4) mil polyethylene shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.
- e) Cutting Areas shall be piled during the same season that they are logged.
- 2. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile by securely covering each pile with four (4) mil. thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending threequarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by 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.

- u. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 44.t. The Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:
 - 1. For Igniting, Burning, Mop-up of Piles on Units:
 - a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - b. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, three (3) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - c. The crew 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.
 - d. All ignition and mop-up personnel will be directly supervised by a BLM representative.

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. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts and be of approved aramid fabric (NomexTM or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as

directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government; or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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

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

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost 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 a deferral of burning and new conditions necessitate additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

BUYOUT SECURITIES

v. The Purchaser shall assist the Government in pile burning of slash in accordance with Section 44.u. 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 one-thousand twelve and 05/100 dollars (\$1,012.05), and upon making such deposit, the Purchaser shall be relieved of the pile burning 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.

LOG EXPORT RESTRICTION

w. 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.

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).

MISCELLANEOUS

x. The Purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The Purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the Purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

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



Exhibit A Coal Creek DTR Timber Sale Sheet 1 of 4

TIMBER SALE CONTRACT MAP - ORN01-TS-2024.0101

T. 6 S., R. 2 E., Section 29; W.M.

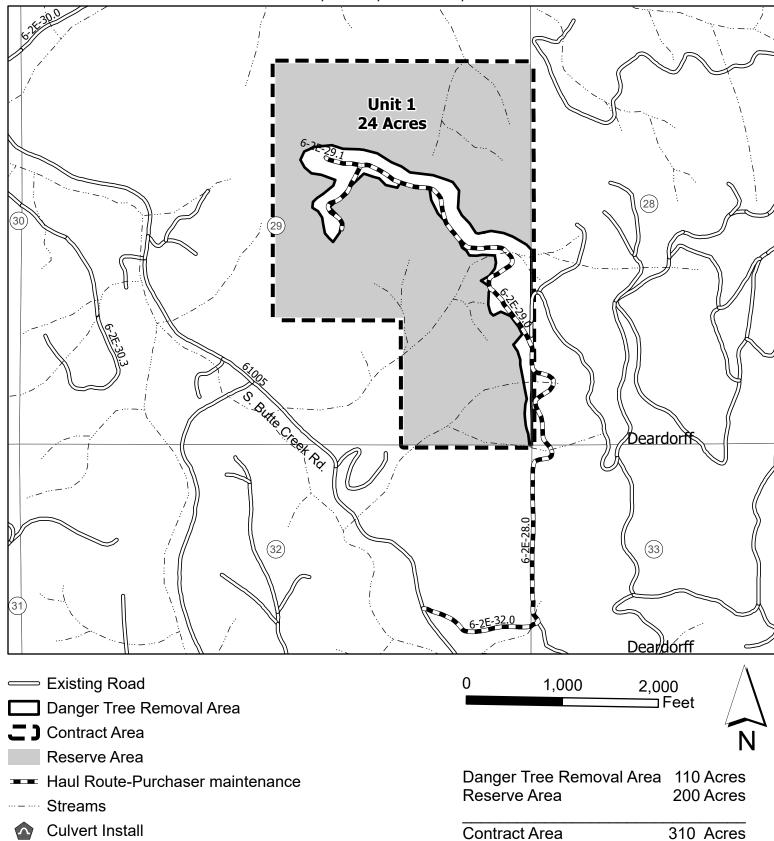




Exhibit A Coal Creek DTR Timber Sale Sheet 2 of 4

TIMBER SALE CONTRACT MAP - ORN01-TS-2024.0101

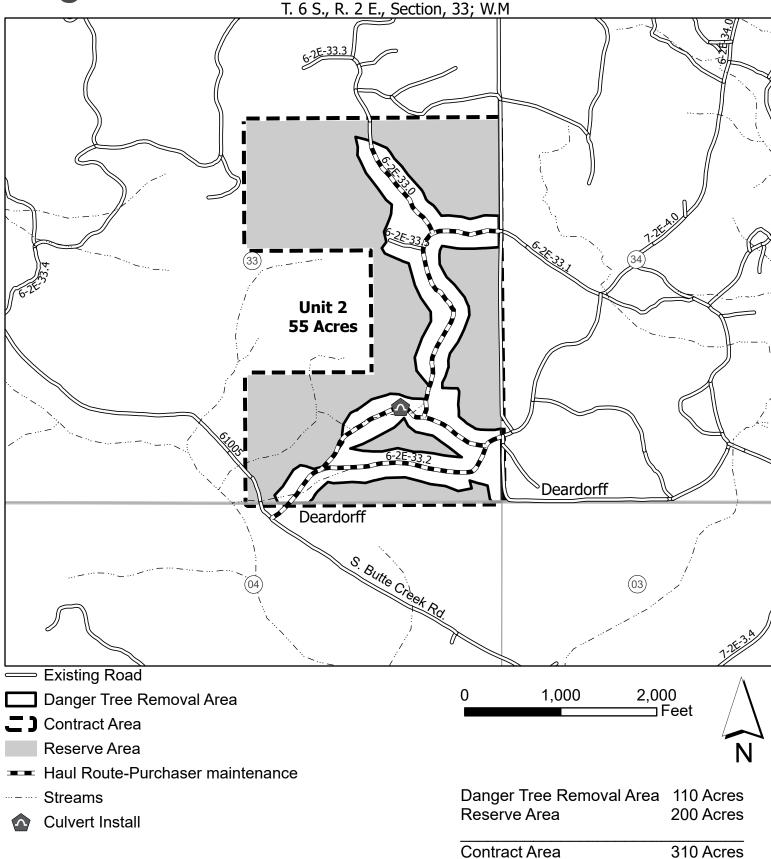




Exhibit A Coal Creek DTR Timber Sale Sheet 4 of 4

TIMBER SALE CONTRACT MAP - ORN01-TS-2024.0101

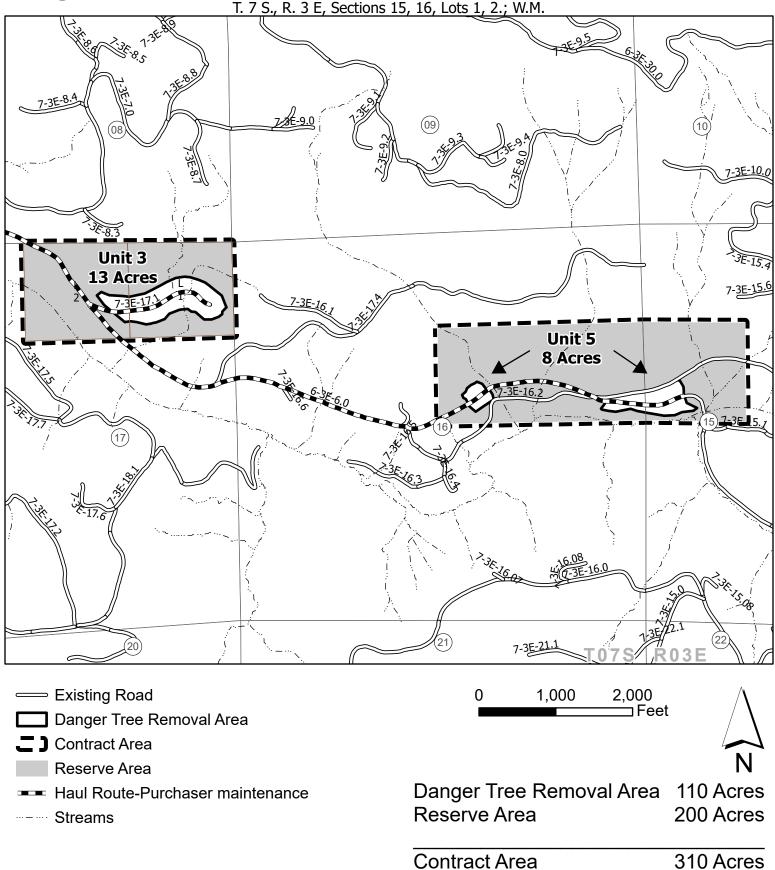
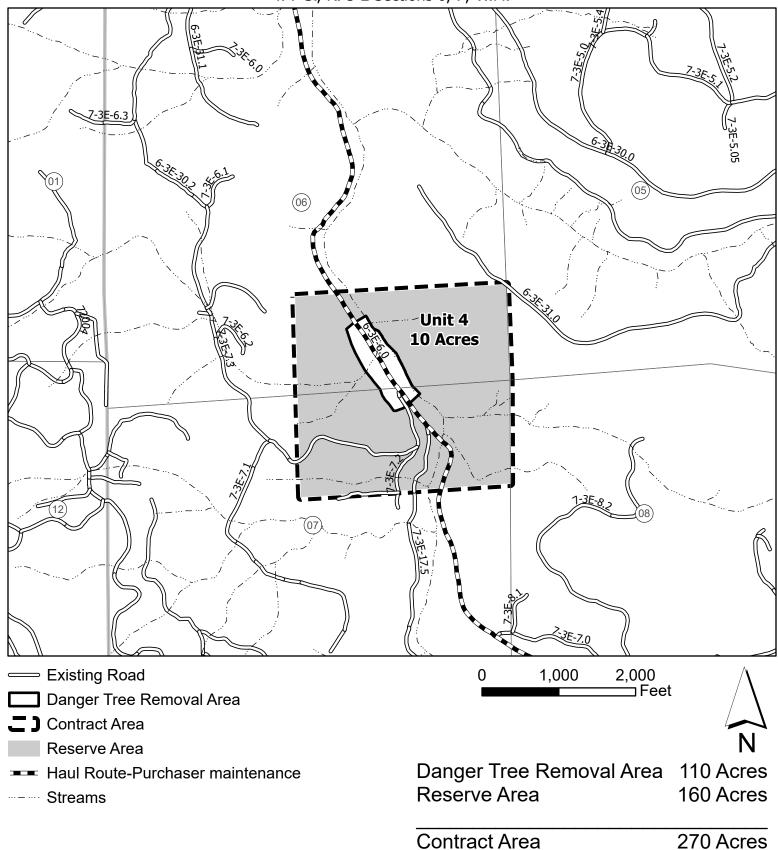




Exhibit A Coal Creek DTR Timber Sale Sheet 3 of 4

TIMBER SALE CONTRACT MAP - ORN01-TS-2024.0101

T. 7 S., R. 3 E Sections 6, 7; W.M.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.: ORN01-TS-2024.0101

Sale Name: Coal Creek DTR

Issuing Office: Northwest Oregon District, Cascades Field Office

EXHIBIT B - PRESALE 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 U								
Douglas-fir	MBF	\$74.80						
Grand fir	MBF	\$31.90						
Western Hemlock	MBF	\$28.90						

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:
 - \circ One third (1/3) sound.
 - o Small End Diameter Inside Bark (DIB) Five (5) inches
 - Length Eight (8) feet four (4) inches

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

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

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

Left Standing Timber N/A	Felled Timber Not Removed
Diameter at Breast Height (DBH): N/A	Small End DIB: 10'
Log Height: N/A	Log Length: 16' 4"
% Sound: N/A	% Sound: 33.3
Net Tree Volume: N/A	Net Log Volume: 10 Bdft

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	2,261 MBF	\$74.80	\$169,122.80						
Grand fir	22 MBF	\$31.90	\$701.80						
Western Hemlock	17 MBF	\$28.90	\$491.30						
	Total Estima	nted Purchase Price:	\$170,315.90						

U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT TIMBER SALE CONTRACT

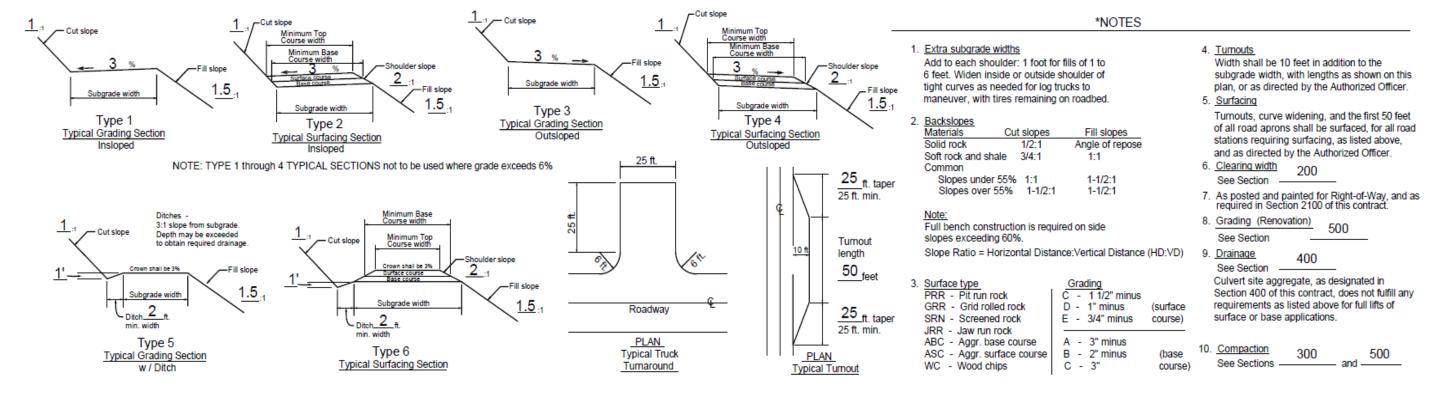
ROAD SPECIFICATIONS

Section	Description
	Road Plan and Detail Sheets
100	General
200	Clearing and Grubbing
400	Pipe Culverts
500	Renovation and Improvement of Existing Roads
600	Watering
1000	Aggregate Base Course - Crushed Rock Material
1200	Aggregate Surface Course - Crushed Rock
1800	Soil Stabilization
2100	Roadside Brushing

Road Plan and Detail Sheet

	Pre_Haul Road New Typical Road Width					Width		Surfacing (*5)										
Road Number	Pre-Haul Maint.	ul Renovate	e Construct	netruct Typical	Typicai	wiatii	Culverts to Install (See			Base Cours	e: 1000		Surface Course: 1200					Remarks
Road Number	Length (mi.)	Length	Length	Section Type	subgrade	ditch	Sec. 400)	Min.	Comp.	Surface	Grading	Estimated		Comp.	Surface	Grading	Estimated	Remarks
		(mi.)	(mi.)		subgrade	anen		Width	Depth	Type (*3)	Size (*3)	Cubic Yards	Width	Depth	Type (*3)	Size (*3)	Cubic Yards	
6-2E-33.0 A	0.44			4,6			0											Brush, Clean Ditches, Blade/roll
6-2E-33.0 B1	0.25			4,6			0											Brush, Clean Ditches, Blade/roll
7-2E-4.0 A1	0.04			6			0											Clean Ditches, Blade/roll
7-2E-4.0 A2	0.06			6			0											Clean Ditches, Blade/roll
7-2E-4.0 B1	0.30			4,6			1											Clean Ditches, Blade/roll
7-2E-4.0 B2	0.24			6			0											Brush, Clean Ditches, Blade/roll
6-2E-33.2	0.39			6			0											Clean Ditches, Blade/roll
6-2E-29.1	0.07			6			0											Brush, Clean Ditches, Blade/roll
6-2E-29.0	0.79			6			0											Brush, Clean Ditches, Blade/roll
6-2E-28.0 C	0.62			6			0											Clean Ditches
6-2E-32.0	0.26			6			0											Brush, Clean Ditches
7-3E-17.1	0.33			6			0											Brush, Clean Ditches
7-3E-16.0	0.28			6			0											Clean Ditches
6-2E-33.1	0.12			6			0											Brush, Clean Ditches, Blade/roll
							0											
							0			·								
TOTAL	4.19	0.00	0.00			_	1					0					0	Quantities shown are estimates and not pay items.

Note: All new road construction roads will have a minimum curve radius of 60 feet and a maximum grade of 15%. All landing subgrades will utilize the posted Right-of-Way area while maintaining the cut and fill slopes in the Typical Section Types below.



GENERAL – 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of improvement, renovation, surfacing and mulching operations. The Purchaser shall request the conference at least (48) hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors.

103 - Compaction equipment shall meet the following requirements:

<u>Vibratory roller</u>. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer. The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.

CLEARING AND GRUBBING - 200

- Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202.
- Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a, 204b, 204c, and 204e between the top of the cut slope and the toe of the fill slope. Undisturbed stumps, roots and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces or embankments are excluded.
- 204a Stumps (including those overhanging cut banks,) shall be removed within the required excavation limits.
- 204b Stumps and other protruding objects shall be completely removed within the limits of required embankments having heights of less than (4) feet. (When authorized, stumps and other nonperishable objects may be left provided they do not extend more than (6) inches above the existing ground line.)
- On excavated areas, roots and embedded wood shall be removed to a depth not less than (6) inches below the subgrade.
- 204e Roots and embedded wood material shall be removed to a depth not less than (1) foot below embankment subgrades or slope surfaces.
- Disposal of (clearing and grubbing debris) (stumps and cull logs) shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

- This work shall consist of furnishing and installing pipe culverts in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Individual lengths and locations are approximate; final lengths and locations will be determined by the Authorized Officer. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 402 The pipe culvert located at the following road locations:

Road Number	Sta./M.P.
7-2E-4.0	15+80

as shown on the plans, shall be installed in such a manner as not to impede fish passage. Installation shall conform to the lines, grades, dimensions, and typical cross sections shown on the plans.

- Grade culverts shall have a gradient of from (2) percent to (4) percent greater than the adjacent road grade. Grade culverts shall be skewed down grade (30) degrees as measured from the perpendicular to the centerline unless otherwise specified on the plans.
- 405e Corrugated-polyethylene pipe for culverts 12-inch through 36-inch diameter shall meet the requirements of AASHTO M 294.

Corrugated-polyethylene pipe for culverts 42-inch through 60-inch diameter shall meet the requirements of AASHTO M 294-03, Type D or Type S.

Corrugated-polyethylene pipe for culverts to be used for downspouts 12-inch through 60-inch diameter shall meet the requirements of AASHTO M 294-03, Type C.

Installation will be subject to the same specification as other pipe materials.

- Ring gaskets for rigid pipe shall meet the requirements of AASHTO M 198.
 Continuous flat gaskets for flexible metal pipe shall meet the requirements of ASTM D 1056, with grade RE 41 used for bands with projections or flat bands, and grade RE 43 used for corrugated bands. When used with metal pipe with annular reformed ends, the ring gasket shall be one-fourth greater in diameter than the depth of the corrugation. Gasket thickness for bands with projections or flat bands shall be 1/2 inch greater than the nominal depth of the corrugation and shall be 3/8 inch for corrugated bands. For pipe with flanged ends, a butyl-rubber-strip gasket shall be placed inside the channel band.
- Coupling bands shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 with the exception of band widths and the "Hugger"-type band which shall conform to the details, dimensions, and typical diagram shown on the plans.
- Special sections, such as elbows, branch connections, and flared-end sections, shall be of the same gauge as the pipe to which they are joined, and shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274.
- Pipe culverts and pipe-arch culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the type required under these specifications shall be installed so as to provide the circumferential and longitudinal strength necessary to preserve the pipe alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.
- 410 Pipe shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged to the extent that it is unsuitable for use in the road construction, it shall be replaced at the Purchaser's expense.
- Trenches necessary for the installation of pipe culvert shall conform to the lines, grades, dimensions, and typical diagram included in the plans.
- Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of (24) inches below the invert grade for a width of at least one pipe diameter or span on each side of the pipe and shall be backfilled with crushed rock material in accordance with Section 1200 gradation (E-1).

- Pipe culverts and pipe-arch culverts shall be bedded on a crushed rock material in accordance with Section 1200 gradation (E-1), or fine readily compactable soil material having a depth of not less than (6) inches as shown on plans. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.
- The invert grade of the bedding shall be cambered in accordance with the requirements and details shown on the plans and as directed by the Authorized Officer.
- The invert grade of the bedding shall be cambered at the middle ordinate a minimum of (1) percent of the total length of the drainage structure. Camber shall be developed on a parabolic curve.
- 416 Side-fill material for pipe culverts at the following location:

Road Number	Sta./M.P.
7-2E-4.0	15+80

shall be placed within (1) pipe diameter, or a minimum of (2) feet, of the sides of the pipe barrel, and to (1) foot over the pipe with fine, readily compactable soil, crushed rock material in accordance with Section 1200 gradation (E-1), or granular fill material free of excess moisture, muck, frozen material, roots, sod, or other deleterious or caustic material and devoid of rocks or stones of sizes which may impinge upon and damage the pipe or otherwise interfere with proper compaction.

417 - For pipe culverts at the following locations:

Road Number	Sta./M.P.
7-2E-4.0	15+80

Side-fill material conforming to the requirements of Subsection 416 shall be placed and compacted under the haunches of the pipe, and shall be brought up evenly and simultaneously on both sides of the pipe to (1) foot above the pipe, in layers not exceeding (6) inches in depth and (1) pipe diameter/span, or a minimum of (2) feet in width each side of, and adjacent to, the full length of the pipe barrel. Each layer shall be moistened or dried to a uniform moisture content suitable for maximum compaction and immediately compacted by approved hand or pneumatic tampers until a uniform density of (85) percent of the maximum density, is attained as determined by AASHTO T 99, Method C.

- Side fills beyond the compaction limits specified under Subsection 417 shall be compacted as specified under Section 300.
- The pipe culvert(s)after being bedded and backfilled as required by these specifications shall be protected by a (2)-foot cover of fill before heavy equipment is permitted to cross the drainage structure(s). Removal of the protection fill shall be as directed by the Authorized Officer.
- Trenches and bedding rock necessary for the installation of perforated pipe shall conform to the lines, grades, dimensions and typical diagram as shown on the plans.
- 427 Record culvert sizes, lengths and location (actually installed) on a copy of the culvert list. This culvert list shall be furnished to the Authorized Officer.
- Remove and dispose of old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the work site within three (3) working days of completion of the culvert replacement work for each road prior to road acceptance.

429 - Keep the excavation site dewatered so that the installation of culverts is completed under dry conditions. Dispose of excess water by using pumping or natural drainage ways near the site in a manner that will avoid damage to adjacent property. Provide for downstream waterflow with no more that 10% increase in natural stream turbidity due to transport of excavated material or sediment during construction. Diversion streams shall not be returned to the natural channel until all in-stream work has been completed.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, and as shown on the plans.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans on the roads designated as purchaser maintenance.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsection 103a.
- The inlet end of designated existing drainage structures as shown on Exhibit D shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- The finished grading shall be approved in writing by the Authorized Officer 1 day prior to surfacing operations. The Purchaser shall give the Authorized Officer (3) days notice prior to final inspection of the grading operations.

WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- 1001 This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on roadbeds approved for placing crushed rock material, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the road at the purchaser's expense.
- 1002a Crushed rock materials may be obtained from a commercial source selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

1004 - Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1004

AGGREGATE BASE COURSE CRUSHED ROCK MATERIAL

Percentage by Weight Passing Square Mesh Sieves (AASHTO T 11 & T 27)

GRADATION

Sieve Designation	A	В	С	D	F	G	Н	I
(6) -inch			-	-	-	-	-	100
3-inch	100	-	100	-	100	-	-	45-65
2-inch	90-95	100	-	100	65-95	100	100	-
1 1/2-inch	_	90-95	-	_	-	-	-	-
1-inch	45-75	50-90	-	_	-	50-85	60-90	-
3/4-inch	_	-	-	_	28-70	-	-	-
1/2-inch	_	-	-	_	-	27-60	44-70	-
3/8-inch	_	-	-	_	-	-	-	-
No. 4	15-45	15-50	-	-	10-35	15-40	28-50	0-10
No. 8	_	-	-	_	_	-	20-41	_
No. 10	_	-	-	_	-	-	-	-
No. 30	_	-		_	5-22	8-26	9-26	-
No. 40	5-25	5-25	-	-	_	-	-	_
No. 200	2-15	2-15	-	_	3-10	3-12	3-12	-

Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- 1010 Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and compacted in layers not to exceed (4) inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved in writing by the Authorized officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1011 Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.
- Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- 1201 This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock material on roadbeds approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road at the purchaser's expense.
- 1202 Crushed rock materials used in this work shall consist of quarry rock, stone, gravel, or other approved materials obtained from source(s) shown on the plans. .
- 1202a Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at his option and expense, providing the rock materials furnished comply with the specifications.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- When crushed rock material is produced from gravel, not less than (65) percent by weight of the particles retained on the No. 4 sieve will have (2) manufactured fractured face(s). If necessary to meet the above requirements or to eliminate an excess of filler, the gravel shall be screened before crushing.
- 1204 Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1204

AGGREGATE SURFACE COURSE CRUSHED ROCK MATERIAL

Percentage by weight passing square mesh sieves AASHTO T 11 & T 27

GRADATION

Sieve	С	C-1	D	D-1	Е	E-1
Designation						
1-1/2-inch	100	100	-	_	-	_
1-inch	-	-	100	100	_	_
3/4-inch	50-90	60-90	-	70-98	100	100
1/2-inch	-	-	_	_	_	70-98
No. 4	25-50	30-55	30-60	36-60	40-75	44-70
No. 8	-	22-43	-	25-47	-	30-54
No. 30	-	11-27	_	12-31	_	15-34
No. 40	5-25	-	5-30	_	5-35	_
No. 200	2-15	3-15	3-15	3-15	2-15	3-15

- Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.
- Each layer of crushed rock material placed, processed, and shaped as specified shall be moistened or dried to a uniform moisture content suitable for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsections 103c, 103d, 103f and 103h. Minimum compaction shall be 1 hour of continuous compacting for each (150) cubic yards of crushed rock.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

Each layer of crushed rock material placed, uniformly processed, and shaped as specified shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than 95 percent of maximum density is attained as determined by AASHTO T 99, Method C or D.

SOIL STABILIZATION – 1800

- 1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications. This work is required for road acceptance under Section 18 of this contract.
- 1802a Soil stabilization work consisting of seeding and mulching shall be performed on disturbed areas and specials areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: September 15	To: October 30
From: March 1	To: April 31

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas and then complete the requirements of Section 1800 the next construction season. The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

1803a - The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.

SOIL STABILIZATION – 1800

1804 - The Purchaser shall provide native grass/forb seed or other plant materials for this project.

All seed provided must meet corresponding germination, purity, and weed-content requirements:

Species	Germination Min. %	Purity Min. %	Weed Content Max. %
Blue Wildrye (Elymus Glaucus)	75	99	1

The Purchaser shall furnish the Authorized Officer a Seed Test Result for the mix from a certified seed testing lab Oregon State University, Crop Certification Service, which shall include: date of test; lot number of each kind of seed; and results of tests as to name, percentages of purity and of germination, weed species and percentage of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last 6 months to be accepted for use on this contract. The Purchaser shall provide in writing that the seed mixture is free of noxious weed species.

- 1806a Additional soil stabilization work consisting of seeding and mulching, may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1808 Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser and applied in accordance with Subsection 1812.
- 1808a Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.

SOIL STABILIZATION – 1800

- 1809 Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans, a mixture of grass seed and mulch, material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.
- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.
- Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.

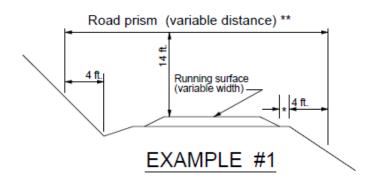
ROADSIDE BRUSHING - 2100

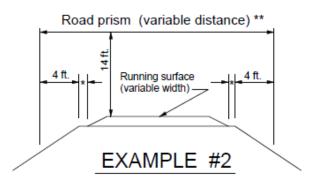
- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self powered, self-propelled equipment and or manually with hand tools, including chain saws.

ROADSIDE BRUSHING - 2100

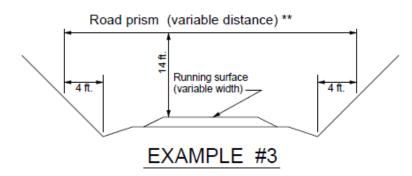
- Vegetation cut manually or mechanically less than 6 inches in diameter at
 D.B.H.O.B. shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the 2 inch area will be severed from the trunk.
- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2115 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

ROADSIDE BRUSHING DETAIL SHEET

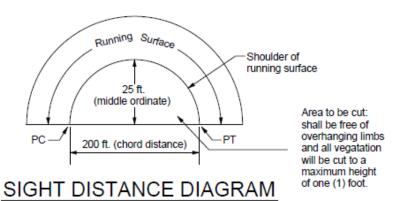




(NO SCALE)



- Variable distance between running surface and start of fill slope
- ** All areas within the variable distance shall be free of all vegatation capable of growing one (1) foot in height or higher and all overhanging limbs and branches 14 feet in elevation above the running surface



NOTE:

Prior to beginning roadside brushing the purchaser shall establish a control section in a location determined by the Authorized Officer. This section will be used to physically and visually establish acceptable cutting and cleanup standards to be used for the remaining roadside brushing.

ROAD MAINTENANCE SPECIFICATIONS

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

SECTION	DESCRIPTION
	Road Use and Maintenance Map
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance

GENERAL - 3000

3001 The Purchaser shall be required to maintain all roads as shown on the Exhibit A map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit. 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. 3102 The Purchaser shall furnish and place 2050 cu. yds. of aggregate conforming to the requirements in Section 1000 and 1200 of Exhibit C of this contract on the roadway and landings at locations and in the amounts designated by the Authorized Officer. This aggregate shall be used to repair surface failures, landings and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread, and compacted by use of dump trucks, water trucks, and motor grader or similar equipment. 3103 The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer. 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber,

bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use

of hand tools.

OPERATIONAL MAINTENANCE - 3100

- 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.
- 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.

- 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 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.
- The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

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.

SEASONAL MAINTENANCE - 3200

- 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.
- 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.
- 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

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. 16b 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. 16b, 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.

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

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

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



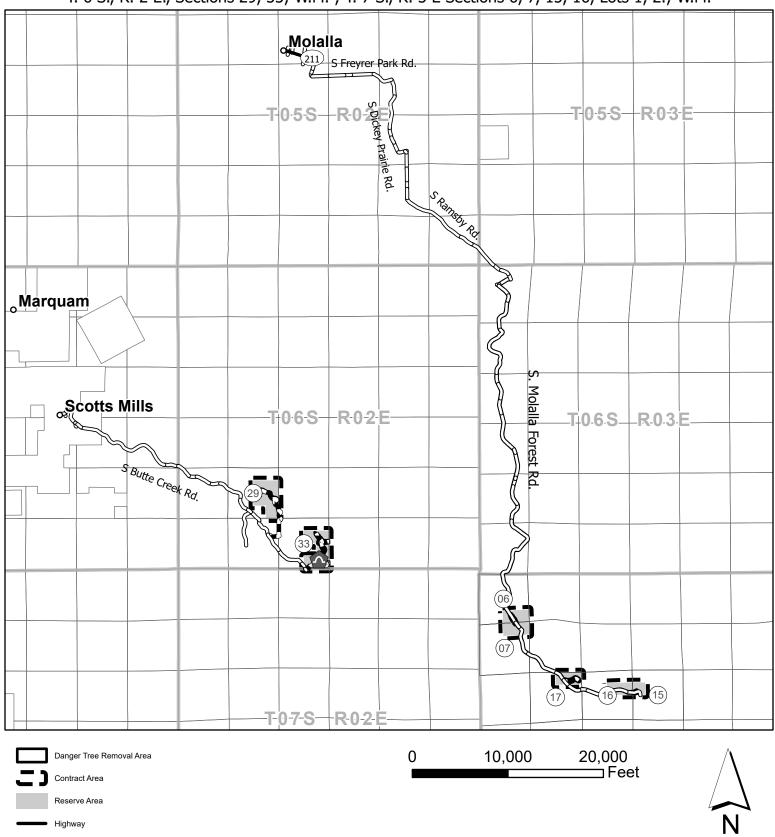
Existing Road

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

Vicinity Map Coal Creek DTR Timber Sale

TIMBER SALE CONTRACT MAP - ORNO1-TS-2024.0101

T. 6 S., R. 2 E., Sections 29, 33; W.M.; T. 7 S., R. 3 E Sections 6, 7, 15, 16, Lots 1, 2.; W.M.



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

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Marion	6S	2E	29	SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4, NW1/4SE1/4, SE1/4SE1/4	Willamette
O&C	Marion	6S	2E	33	SW1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4, SW1/4SE1/4, SE1/4SE1/4	Willamette
O&C	Marion	7 S	3E	6	SW1/4SE1/4, SE1/4SE1/4	Willamette
O&C	Marion	7 S	3E	15	SW1/4NW1/4	Willamette
O&C	Marion	7 S	3E	17	Lot 1, Lot 2	Willamette
O&C	Marion	7 S	3E	16	SW1/4NE1/4, SE1/4NE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,261.0	2,467.0	2,467.0	19,254	0	4,826
Grandfir	22.0	24.0	24.0	67	0	13
Western Hemlock	17.0	19.0	19.0	118	0	24
Totals	2,300.0	2,510.0	2,510.0	19,439	0	4,863

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre	
110.0	0.0	0.0	110.0	20.9	

Logging Costs		
Stump to Truck	\$612,659.45	Quad
Transportation	\$180,792.00	Aver
Road Construction	\$21,749.75	Aver
Maintenance/Rockwear	\$84,806.76	Reco
Road Use	\$2,167.88	<u>Net I</u>
Other Allowances	\$20,475.00	Gree
Total:	\$922,650.84	Salva
Total Logging Cost per MBF:	\$401.15	Expo

Utilization Centers

Location	Distance	% of Net Volume
Salem	60.0 miles	100%
	Profit & R	isk
Profit		11%
Risk		3%
Total Profit	14%	

Tract Features

Quadratic Mean DBH	18.9 in
Average GM Log	129 bf
Average Volume per Acre	20.9 mbf
Recovery	92%
Net MBF volume:	
Green	0.0 mbf
Salvage	2,300 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	100%
Average Yarding Slope	0%
Average Yarding Distance	100 ft
Cable Logging:	
Percent of Sale Volume	0%
Average Yarding Slope	0%
Average Yarding Distance	0 ft
Aerial Logging:	
Percent of Sale Volume	0%
Average Yarding Slope	0%
Average Yarding Distance	0 ft

Cruise

Cruise Completed October 2023
Cruised By Rainey, Barclay
Cruise Method

Variable Plot Cruise using a 40 BAF. 1 Plot per 2 acres to capture all the variability. Lots of standing green and open areas.

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	4,826	2,261.0	\$556.77	\$77.95	\$401.15	\$0.00	(\$2.92)	\$74.80		\$169,122.80
Grandfir	13	22.0	\$318.18	\$44.55	\$401.15	\$0.00	\$0.00	\$31.90	*	\$701.80
Western Hemlock	24	17.0	\$288.22	\$40.35	\$401.15	\$0.00	\$0.00	\$28.90	*	\$491.30
Totals	4,863	2,300.0								\$170,315.90

^{*} 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				82.0%	18.0%		

Comments: Prices reduced by \$200/MBF to reflect burnt timber

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				100.0%			

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				100.0%			

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	370.0	411.0	411.0	1,068
Grandfir	5.0	6.0	6.0	3
Western Hemlock	4.0	5.0	5.0	6
Totals:	379.0	422.0	422.0	1,077

3	M
---	---

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

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	849.0	943.0	943.0	2,447
Grandfir	13.0	13.0	13.0	8
Western Hemlock	10.0	10.0	10.0	14
Totals:	872.0	966.0	966.0	2,469

Net Volume/Acre: 15.9 MBF

Regeneration Harvest	55.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	55.0

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	765.0	805.0	805.0	510
Totals:	765.0	805.0	805.0	510

Net Volume/Acre: 58.8 MBF

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

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	154.0	171.0	171.0	445
Western Hemlock	2.0	2.0	2.0	2
Grandfir	2.0	3.0	3.0	1
Totals:	158.0	176.0	176.0	448

Net Volume/Acre: 15.8 MBF

0.0
0.0
0.0

Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	123.0	137.0	137.0	356
Grandfir	2.0	2.0	2.0	1
Western Hemlock	1.0	2.0	2.0	2
Totals:	126.0	141.0	141.0	359

Net Volume/Acre: 15.8 MBF

Regeneration Harvest	8.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	8.0

Total Stump To Truck	Net Volume	\$/MBF
\$612,659.45	2,300.0	\$266.37

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	1,705.0	\$278.18	\$474,296.90	3 loads per day/ 5 MBF per load
Shovel	GM MBF	805.0	\$166.91	\$134,362.55	5 loads per day/ 5 MBF per load
Subtotal				\$608,659.45	

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
Shovel	Each	4.0	\$1,000.00	\$4,000.00	
Subtotal				\$4,000.00	

Comments:

On road Diesel price \$5.20/gal Off road Diesel price \$4.60/gal Additional moves given for scattered units with low volume.

Total	Net Volume	\$/MBF
\$180,792.00	2,300.0	\$78.61

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Salem	60.0	Saw Logs	GM MBF	2,511.0	\$72.00	\$180,792.00	100%

Comments:

Coal Creek

Used medium haul rate of \$72. (\$120/Hour, 51-60 miles @ 3 Hours per load, 5 MBF /Load)

Engineering Allowances

Total	Net Volume	\$/MBF
\$108,724.39	2,300.0	\$47.27

Cost Item	Total Cost
Road Construction:	\$21,749.75
Road Maintenance/Rockwear:	\$84,806.76
Road Use Fees:	\$2,167.88

Comments:

Exhibit C Construction (Purchaser Allowance): \$21,749.75 (\$9.46/Mbf) Exhibit D Maintenance (Purchaser Allowance): \$84,806.76 (\$36.87/Mbf) 3rd Party Road Use Fee (Purchaser Obligation): \$2,167.88 (\$0.94/Mbf)

Total	Net Volume	\$/MBF
\$20,475.00	2,300.0	\$8.90

Fire Prevention & Control

Cost item	Total Cost
Machine Pile Burn	\$4,875.00
Machine Pile Construction, Cover	\$15,600.00
Subtotal	\$20,475.00