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

Pine Bear Salvage ORN01-TS-2022.0109 Date: April 27, 2022

TIMBER SALE PROSPECTUS

THIS IS A PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS
REFERRED TO IN THE CONTRACT. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS,
IS AVAILABLE FOR INSPECTION AT THE 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, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. 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 Wednesday, May 25, 2022. 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 04/08/2022, referring to the Pine Bear Salvage project, DOI-BLM-ORWA-N010-2021-0013-CX. For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on on 04/29/2022 and 05/06/2022 on the BLM Timber Sale Notice Website.

A CATERGORICAL EXCLUSION was prepared for this timber sale tract. This document is available for inspection as background at the Northwest Oregon District Office.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 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.

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/these sale(s) is also available online at: https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales. 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

SALE DATE: May 25, 2022

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE

CONTRACT NO. ORN01-TS-2022.0109, PINE BEAR SALVAGE CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$229,700.00

All timber designated for cutting on: Lot 12, Section 5; NE1/4SE1/4, Section 7; Lot 1, E1/2NE1/4, N1/2SW1/4, SE1/4SW1/4, SE1/4, Section 8; Lots 9, 10, 11, W1/2NW1/4, W1/2SW1/4, SE1/4SW1/4, Section 9; NW1/4NE1/4, NE1/4NW1/4, Section 16; 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.	Species	Est. Vol.	Appraised	Estimated
Merchantable	MBF		MBF	Price	Volume Times
Trees	32' Log		16' Log	Per MBF	Appraised Price
18,571	8,160	Douglas-fir	10,200	\$225.10	\$2,296,020.00
172	20	western hemlock	26	\$26.50	\$689.00
n/a	n/a	biomass	1 Green Ton	\$5.00	\$5.00
18,743	8,180	TOTALS	10,226 MBF		\$2,296,714.00

<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 in the Salvage Area and 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 21.2 inches DBHOB; the average log contains 134 bd. ft.; the total gross volume is approximately 12,093 MBF; and 84% 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>: Four (4) units of complete salvage totaling approximately 163 acres shall be cut. Approximately one (1) acre of right-of-way shall be cut. Approximately 80 acres of Danger Tree Removal shall be cut. Unit acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 24 months for cutting and removal of timber.

<u>DIRECTIONS</u>: The sale is located approximately 12 air miles Southeast of Molalla, Oregon. From the Oregon Highway 211 East-bound, turn right onto Mathias Rd. Drive approximately 0.2 miles and turn left onto S Feyrer Park Rd for 1.7 miles. Turn right onto S Dickey Prairie Rd and continue for 5.3 miles, then turn right over the Molalla River and continue for 0.2 miles to S Molalla Forest Rd and continue for 8.6 miles to the LOCKED GATE on the 7-3E-7.0 road on the left. See Exhibits A and E for details. Contact Northwest Oregon District Office at 503-375-5646 for a key.

<u>ACCESS AND ROAD MAINTENANCE:</u> Access is provided on Bureau of Land Management controlled roads. In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation of \$7.88 per thousand board feet log scale.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 4.63 miles of road. The Purchaser shall pay the Government a road maintenance obligation for rockwear of \$1.87 per thousand board feet log scale for timber haul associated with the contract.

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

<u>ROAD RENOVATION</u>: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. Construction:

P2, MP 0.00-0.09, 16-foot subgrade

Clearing and grubbing, grading, and compacting; erosion control; surfacing – aggregate base course, useable width 15 feet

P3, MP 0.00-0.16, 16-foot subgrade with 2-foot ditch

Grading and compacting; erosion control; surfacing – aggregate base course, useable width 14 feet

2. Renovation:

6-3E-30.0 MP 4.24 – 4.71, 16-foot subgrade with 2-foot ditch

Grading and compacting, erosion control; roadside brushing; surfacing – aggregate surface course useable width 15 feet

7-3E-7.0 MP 0.00-1.99, 16-foot subgrade with 2-foot ditch

Grading and compacting; culvert replacement; roadside brushing; erosion control; surfacing – aggregate surface course useable width 15 feet

7-3E-8.0 MP 0.00-1.52 16-foot subgrade with 2-foot ditch

Grading and compacting; roadside brushing; erosion control; surfacing – aggregate surface course, useable width 15 feet

7-3E-8.8 MP 0.00-0.29, 16-foot subgrade with 2-foot ditch

Grading and compacting; erosion control; roadside brushing; useable width 15 feet

7-3E-8.9 MP 0.00-0.20, 16-foot subgrade with 2-foot ditch

Grading and compacting; surfacing – aggregate surface course, useable width 15 feet

7-3E-9.0 MP 0.00-0.37, 16-foot subgrade with 2-foot ditch

Grading and compacting; erosion control; roadside brushing; surfacing – aggregate base course, useable width 15 feet

7-4E-9.1 MP 0.00-0.16, 16-foot subgrade with 2-foot ditch

Grading and compacting; roadside brushing; erosion control; surfacing – aggregate base course and aggregate surface course, usable width 15 feet

7-3E-9.2 MP 0.00-0.12, 16-foot subgrade

Grading and compacting; roadside brushing; erosion control; surfacing – aggregate base course, useable width 15 feet

3. Estimated Quantities:

Clearing and Grubbing 1.5 acres

Excavation 1846 cubic yards of common

Culvert:

40 feet of 24 inch CMP 90 feet of 18 inch CPP 40 feet of 24 inch CPP

Aggregate Material:

Quantity: Description:

536 cubic yards
6 inch crushed rock Ex. C
2,151 cubic yards
3 inch-minus crushed rock Ex. C
4,966 cubic yards
1.5 inch-minus crushed rock Ex. C

Miscellaneous

Brushing 9.40 acres Soil stabilization 6.60 acres Blading 4.85 miles

Road Decommissioning 0.25 miles

Rock Source: Ball Road Quarry, or source that meets specs and is approved by the Authorized Officer.

Special Attention Items:

Sec. 42.i Northern Spotted Owl – Seasonal Restriction.

SEASONAL RESTRICTION MATRIX

DELIGITARI RESTRICTION VIII TRAIL												
Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Ground-based Yarding (tractor)												
Road												
Renovation												
Road												
Construction												
Log Haul on												
Natural Surface												
Roads												
Northern												
Spotted Owl -												
Seasonal												
Restriction												
Generally not allowed – or restriction applies						<u> </u>	General	lly allow	ed			

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the Reserve Area, and all trees marked with yellow paint above and below stump height which are on or mark the boundaries of the Reserve Area, and all trees/snags marked with yellow paint above and below stump height located on the Salvage Area, which do not present a safety hazard as determined by the Authorized Officer, as shown on Exhibit A.
- b. All sound, green trees within the Salvage Area and Danger Tree Removal Areas, as shown on Exhibit A.
- c. All pre-fire snags and pre-fire downed logs in Salvage Area and Danger Tree Removal Area, as shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All pre-fire snags and pre-fire downed logs cut or moved for safety reasons shall be retained on site.
- d. All hardwood trees on the Salvage Area and Danger Tree Removal Area, which do not present a safety hazard as determined by the Authorized Officer, as shown on Exhibit A.

Sec. 42.

LOGGING

- a. Before beginning the operations on the Contract Area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- 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 Salvage Area and/or 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 fire-killed snags which pose a danger of striking or sliding onto existing roads within Danger Tree Removal Area, as shown on Exhibit A. All fire-killed hardwoods and non-merchantable trees within striking distance of existing roads shall be felled and retained on site. All fire-killed trees within striking distance of existing roads with a DBH of fifty (50) inches or larger shall be felled and retained on site.
- e. Mechanized equipment is not allowed to operate within fifty (50) feet of stream channels and wet areas when leaving existing roads. Full suspension of logs is required in order to move logs across stream channels.
- f. No ground-based equipment use shall be conducted on the Salvage Area Ground-based Yarding and Danger Tree Removal Area Ground-based Yarding, as shown on Exhibit A, between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.
- g. In the Salvage Area and Danger Tree Removal Area 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 and/or skyline corridors. Before felling and yarding any timber, the Purchaser shall locate designated skid trails and/or skyline corridors as follows:
 - 1. Mark the location of designated skid roads and/or skyline corridors on the ground in a method approved by the Authorized Officer.
 - 2. Space designated skid roads and/or skyline corridors 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 and/or skyline corridors to a maximum of twelve (12) feet.
 - 4. Obtain approval from the Authorized Officer of the location of all designated skid roads and/or skyline corridors.
 - 5. 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. Existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.
- h. All skid trails will be blocked to prevent motorized vehicle use at the end of seasonal use.
- i. At all landings in the Salvage Area and Danger Tree Removal Area, all non-merchantable logs more than ten (10) inches in diameter at the large end and exceeding eight (8)

feet in length shall be decked at a location designated by the Authorized Officer. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked at the designated location.

- j. In the Special Yarding Area (SYA), as shown on Exhibit A. No equipment is allowed to enter the SYA, all trees will be hand felled and all trees that are yarded must be fully suspended from the ground.
- k. All pink painted trees must be cut and left onsite. Pink painted trees will be felled towards the stream when possible.
- 1. No operations within the Unit 4 from March 1st and July 15th, both days inclusive, unless waived by the Authorized Officer. The Purchaser shall notify the Authorized Officer in writing by February 1st of each calendar year in which operations are expected to take place on the Contract Area between March 1st and July 15th, both days inclusive. If notification is not received by the Authorized Officer no later than February 1st, all operations with the potential to disturb nesting northern spotted owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of harvest units. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations. Without this approval, such operations are prohibited from March 1st through July 15th of each year, both days inclusive, unless waived by the Authorized Officer.

SAFETY

m. Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors, and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Sec. 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the Salvage Area and/or Danger Tree Removal Area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices

shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A map.

ROAD MAINTENANCE AND USE

- n. The Purchaser shall renovate approximately 13.42 miles of road and construct approximately 0.25 miles of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Any required renovation, improvement, or construction of roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- o. No road renovation, improvement, or construction shall be conducted on the Contract Area shown on Exhibit A between November 1 of one calendar year and April 30 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.
- p. All culvert replacements shall be conducted on the Contract Area shown on Exhibit A during the in-water work window of July 15 through August 31. If necessary, an extension may be granted as determined by the Authorized Officer.
- q. The Purchaser shall perform any required road repair and maintenance work on the 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.
- r. The Purchaser is authorized to use the roads listed and shown on Exhibit E, which is attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Sec. 42.s. Any road listed on Exhibit D and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- s. The Purchaser shall pay a road maintenance fee of seven and 88/100 dollars (\$7.88) per thousand board feet log scale and a rockwear fee of one and 87/100 dollars (\$1.87) per thousand board feet log scale for the use of said roads. The total fees due shall be based on volumes determined pursuant to Exhibit B of this contract, and mileage of roads used, as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the road maintenance and rockwear obligation. If it is determined by the Authorized Officer, after all

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

t. No timber hauling shall be conducted on natural surface roads between October 31 of one calendar year and May 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

ENVIRONMENTAL PROTECTION

u. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete grass seeding on exposed soil on all skyline roads, ground-based skid roads, landings, and any other exposed soil caused by contract obligations as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser.

Seed to be supplied shall meet the following requirements:

SPECIES
Blue wild rye (Elymus glaucus)
RATE
100%

Oregon Certified Seed (Blue Tag)

Purity 97% minimum Germination 85% minimum

Noxious Weed Content None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to ten (10) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

- v. In addition to the requirements set forth in Sec. 26 of this contract, in order to reduce or prevent the spread of noxious weeds to BLM lands, all road construction, piling, and ground-based logging equipment including loaders shall be cleaned of all plant parts and soil prior to entry onto BLM lands. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.
- w. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars on ground-based skid roads and block them to vehicular traffic as directed by the Authorized Officer. The location of water bars shall be approved by the Authorized Officer prior to construction.
- x. The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Authorized Officer that:
 - 1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a

- determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- when, in order to comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- 3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- 4. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- 5. when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- 6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- 7. species have been discovered which were identified for protection by management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- 8. when, in order to protect species which were identified for protection by management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the First Installment held on deposit may be temporarily reduced upon the

written request of the Purchaser. For the period of suspension extending beyond thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 3(a) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Sec. 3(a) of the contract within fifteen (15) days after the bill for collection is issued, subject to Sec. 3(i) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the

obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

FIRE PREVENTION

y. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the 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

z. 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 approximately sixty one (61) 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 purchasers operations under the terms of this contract.

- 1. Excavator pile and burn slash within ground-based portion of Salvage Units from skid trails and within 25 feet of roads in Salvage Harvest and Danger Tree Removal Areas. Piles would not be constructed within Special Yarding Areas. 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.
 - f. Machine piling equipment would travel on previously used skid trails during dry soil conditions. In areas inaccessible from designated skid trails where the slope is less than 35 percent, machine piling equipment would be allowed one pass over a slash mat.
 - g. Slash may be left on-site or distributed along slopes, when determined by the Authorized Officer to be appropriate to minimize soil erosion.
 - 2. Lop and scatter all slash inside the Special Yarding Areas.
 - a. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken as a result of Purchaser's operations under the terms of this contract.

- b. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points. All logging slash and slashed woody vegetation that is greater than six (6) feet in length and between one (1) inch and six (6) inches in diameter shall be lopped and scattered. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter.
- 3. 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.
- aa. 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 42.z. 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. Five-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, six (6) 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.

LOG EXPORT RESTRICTION

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

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

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

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

- 5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- 6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale. In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5450-17 (Export Determination). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer. Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report), which shall be executed by the Purchaser. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Sec. 4 of this contract as amended. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

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

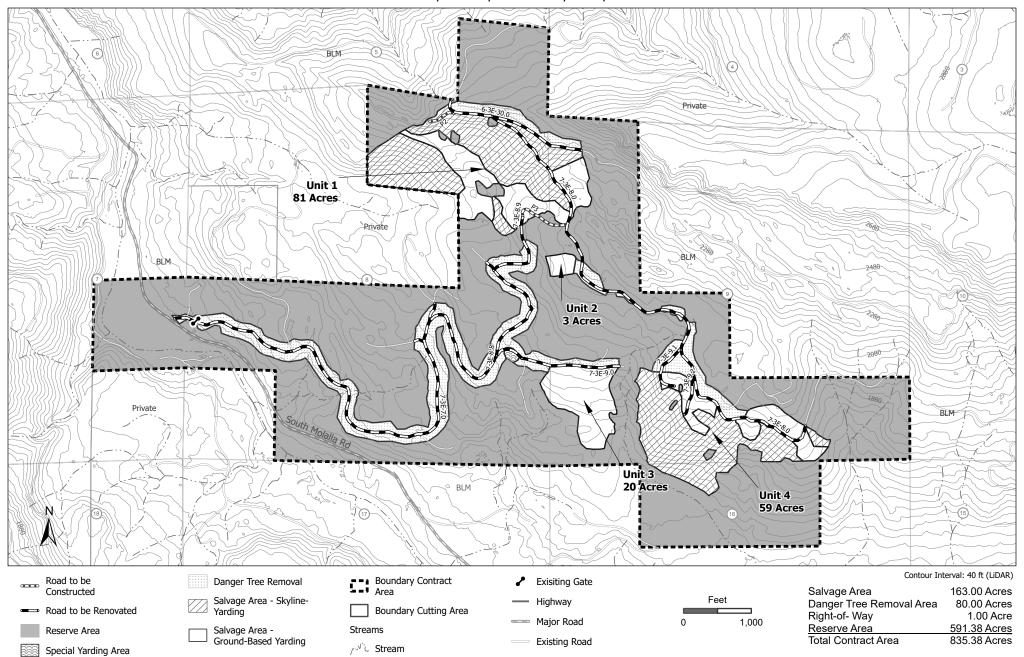
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Sec. 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

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

Pine Bear Salvage **EXHIBIT A**

SALVAGE SALE CONTRACT MAP - ORN01-TS-2022.0109

T. 7 S., R. 3 E., Sections 5, 7 - 9, 16 W.M.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT (BLM) NORTHWEST OREGON DISTRICT

PRE-SALE EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices										
Species/Products	Measurement Unit	Price Per Measurement Unit								
Douglas-fir	MBF	\$225.10								
western hemlock	MBF	\$26.50								
Biomass	Green Tons	\$5.00								

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber required to be removed from the contract area. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Material Specifications											
Species/Product	Diameter	Net Scale									
	(feet)	(inches inside bark at small end)	(% of gross volume of								
			any log segment)								
All	16 feet	10 inches	33%								

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

- III. Merchantable Timber Remaining Measurement Requirements The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(g). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.
- IV. **Other Timber** If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

V. Scaling

- A. Log Rule and Measurement All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.
- B. **Scaling Service** A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third-party scaling organizations under agreement with BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
 - 3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.
- C. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.
- D. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.

E. Check Scale

The BLM will conduct check scales using the following standards.

<u>Gross Scale</u>. A variance of one and $\frac{1}{2}$ 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 in excess of 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 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

F. Accountability

- 1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
- 3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the

- unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
- 4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).
- 5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer seven (7) days in advance to request additional scale site locations for approval on the Scaling Authorization.
- 7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.
- G. **Scaling Lost Products** The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- VI. **Estimated Volumes and Values -** The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
 - A. **Merchantable Timber Volume Removed from Contract Area** The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. Merchantable Timber Not Yet Removed from Contract Area - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

PRESALE

Total Estimated Purchase Price And/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area

Cutting	Area		mated Volume MBF)	PRESALE Total Estimate Purchase Price				
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value			
1	81	63.5	5142	\$14,265.16	\$1,155,478.20			
2	3	37.0	111	\$8,328.70	\$24,986.10			
3	20	39.1	782	\$8,781.55	\$175,631.00			
4	59	45.6	2,690	\$10,263.03	\$605,519.00			
RW 1	1	61.0	61	\$321,363.60	\$321,363.60			
DTR	80	18.0	1,440	\$171.64	\$13,731.10			
Biomass	0	n/a	1 green ton	n/a	\$5.00			
Sale Total	244		10,226 MBF 1 green ton		\$2,296,714.00			

Pine Bear Salvage ORN01-TS-2022.0109 Exhibit C Sheet 1 of 42

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

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500	18-19	Renovation and Improvement of Existing Roads
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U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT - OREGON TIMBER SALE CONTRACT

Road Number	Class											
and Segment	SN-	New Construction	Improvement	Renovation								
6-3E-30.0	16			0.47 miles								
6-3E-6.0	20			8.57 miles								
7-3E-7.0	16			1.99 miles								
7-3E-8.0	16			1.52 miles								
7-3E-8.8	16			0.29 miles								
7-3E-8.9	16			0.20 miles								
7-3E-9.0	16			0.10 miles								
7-3E-9.1	16			0.16 miles								
7-3E-9.2	16			0.12 miles								
P2	16	0.09 miles										
P3	16	0.16 miles										

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GENERAL - 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of renovation, improvement, new construction, surfacing, and mulching operations. The Purchaser shall request the conference at least 7 days 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 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 subcontractor(s).

102 - Definitions:

<u>AASHTO</u> - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

<u>ASTM</u> - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit run rock, bank or river-run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

<u>Borrow</u> - Excavated material required for embankments and other portions of the work.

<u>Culvert</u> - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

<u>Curve Widening</u> - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

<u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

Pine Bear Salvage ORN01-TS-2022.0109 Exhibit C Sheet 4 of 42

<u>GENERAL – 100</u>

<u>Excess Excavation</u> - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

<u>Overhaul</u> - Distance excavated material is transported in excess of the distance included in the cost for excavation.

<u>Pioneer Road</u> - Temporary construction access built along the route of the project.

<u>Piping</u> - The process by which soil particles are washed in or through pore spaces in drains and filters or poorly compacted fill/backfill material.

<u>Plans</u> - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

<u>Purchaser</u> - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

<u>Reasonably Close Conformity</u> - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

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

Road Centerline - Longitudinal center of roadbed.

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

<u>Road Renovation</u> - Work done to an existing road which restores it to its original design.

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

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<u>GENERAL – 100</u>

<u>Scarification</u> - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

<u>Shoulder</u> - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

Slope Ratio – Slope ratio equals horizontal distance: vertical distance, HD:VD

Spalls - Flakes or chips of stone.

<u>Specifications</u> - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

<u>Specific Gravity</u> - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

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

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

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

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

<u>Timber</u> - Standing trees, downed trees, or logs which can be measured in board feet.

<u>Traveled Way</u> - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

<u>Typical Cross Sections</u> - Cross-sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

GENERAL - 100

<u>Turnout</u> - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

102a - Tests Used in These Specifications:

AASHTO T 11 Quantity of rock finer than No. 200 sieve.

AASHTO T 27 Sieve analysis of fine and coarse aggregate using sieves with

square openings; gradation.

AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of

the Los Angeles machine.

This test required if requested by the Authorized Officer.

AASHTO T 99 Relationship between soil moisture and density of soil.

Method A - 4" mold, soil passing a No. 4 Sieve.

25 blows/layer & 3 layers.

Method C - 4" mold, soil passing a 3/4 inch sieve

25 blows/laver & 3 lavers.

Method D - 6" mold, soil passing a 3/4 inches sieve.

56 blows/layer & 3 layers.

This test required if requested by the Authorized Officer.

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

This test required if requested by the Authorized Officer.

103 - Compaction equipment shall meet the following requirements:

- Padded Drum (Tamping) Rollers. The unit shall consist of a drum with pads, be either self propelled or towed by a tractor, and capable of operating at a speed of 6 mph. The drum shall be no less than 48 inches in diameter over the pads and not less than 60 inches in width. The pads shall have a minimum height of 3 inches, and a face area of not less than 14 square inches. The weight at drum shall be no less than 8000 lb.

GENERAL - 100

103b

- (Sheepfoot) (Tamping) rollers. A tamping roller unit shall consist of two watertight metal drums mounted in frames in such manner as to be fully oscillating, together with a tractor having sufficient weight and power under actual working conditions to pull the roller drums at a minimum speed of 2.5 miles per hour. The drums shall be no less than 60 inches in diameter and no less than 54 inches in length, measured at the drum's surface, and shall be studded with tamping feet projecting not less than 7 inches from the face of the drums.

The distance between circumferential rows of tamper feet shall be such that the diagonal distance from any foot to the nearest foot in each adjacent row shall be not more than 12 inches. The cross-sectional area of the face of each tamper foot, measured perpendicular to the axis of the stud, shall be not less than 5-1/2 square inches nor more than 8 square inches.

The weight of the tamping-roller unit shall be such as to exert a minimum pressure of 250 pounds per square inch on the ground area in contact with the tamping feet, and the roller shall be so designed that the weight may be increased to exert a pressure up to 500 pounds per square inch on the ground area in contact with the tamping feet. The ground pressure shall be determined by dividing the total weight of the roller unit, not including the weight of the tractor, by the total cross-sectional area of the tamping feet in one row of tamping feet parallel to the axis of the roller.

103c

Smooth-wheel power rollers. Smooth-wheel power rollers shall either be of the 3-wheel type, weighing not less than 10 tons, or of the tandem type, 2-wheel or 3-wheel, weighing not less than 8 tons. Smooth-wheel roller shall provide compression of 325 pounds per linear inch of width of rear wheels or drum.

GENERAL - 100

- 103e Grid roller. A grid roller shall consist of two or more cylindrical drums independently mounted on a common shaft in a rigid frame. Each drum shall have a minimum outside diameter of 5 feet and a minimum width of 2 feet 6 inches. The overall width of the roller exclusive of frame shall be not less than 5 feet 6 inches of which not more than 6 inches shall be used for center spacing between two roller drums. The face of the drums shall have the appearance of woven open-mesh made by interlacing bars of not less than 1-1/4 inches nor more than 1-3/4 inches diameter space spaced on 4-1/2 inches to 5-1/2 inches center. Net opening between the bars shall be not less than 3 inches nor more than 4 inches. The roller shall be so constructed that counterweights can be used to adjust the gross weight of the roller to not less than 27,000 pounds. The grid roller shall be drawn by a power unit capable of propelling the fully loaded roller through 6 inches of loose embankment material at a speed of at least 4 miles per hour.
- Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

- 103g <u>Vibratory compactor</u>. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.

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GENERAL - 100

- 103i Other. Compaction equipment approved by the Authorized Officer.
- All project activities shall meet the following BMP requirements:
- All heavy equipment shall be cleaned prior to initially entering or operating on BLM lands. The equipment shall be free of noxious weed seed, external petroleum residue, caked on dirt or grime, and other contaminants. Any leakage or contamination risk shall be corrected prior to continuing operation. An inspection by the Authorized Officer is required prior to beginning work.
- 105b No refueling of any heavy equipment shall be done within 100 feet of standing or running water.
- The Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) shall comply with the following Sections of this contract in connection with any operations under this contract:

Section 26 - Watershed Protection

Section 27 - Refuse Control and Disposal of Waste Materials

Section 28 - Storage and Handling of Hazardous Materials

Contract No. ORN01-TS-2022.0109

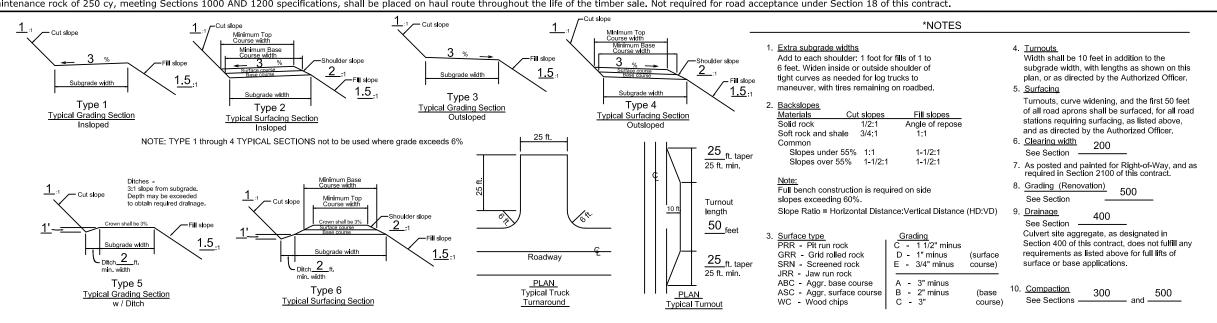
EXHIBIT C

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

50 ROAD	PLAN AND	DETAIL	SHEET
ISU. NUAD	FLAIN AINL	DETAIL	SHEET

OAD NUMBER N	4.24 0.00 0.00	TO STATION OR MILE POST 4.71 1.99	LENGTH mi or sta	TYPICAL SECTION TY	Minimum Radius of Curve	Subgrd	& 4) 			_		H (*7	_											1
-3E-30.0 -3E-7.0	4.24 0.00 0.00	4.71		SECT		Subara	1	Maximum	Maximum	Bey	ond/	Exis	ting			SE COUR	SE: 1000			SURFA	CE COU	RSE: 1200)	REMARKS
-3E-7.0	0.00		0.47			Jasgia	Ditch	Favorable		Top Cut	Toe Fill	roads	R (*6)	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	
	0.00	1.99		6	60'	16	2	18%	18%	-	-	- 1	-	-	-	-	-	-	15	4	ASC	С	1	
25.00			1.99	6	60'	16	2	18%	18%	-	-	-	-	-	-	-	-	-	15	4	ASC	С	1	60 cy of 1.5" aggregate for pipe bedding.
-3E-8.0	0.00	1.52	1.52	6	60'	16	2	18%	18%	-	-	-	-	ı	-	-	-	-	15	4	ASC	С	1	20 cy of 1.5" aggregate for pipe bedding.
-3E-8.8	0.00	0.29	0.29	6	60'	16	2	18%	18%	-	-	-	-	-	-	-	-	-	15	4	ASC	С	1	
-3E-8.9	0.00	0.20	0.20	6	60'	16	2	18%	18%	-	-	-	-	-	-	-	-	-	15	4	ASC	С	1	
-3E-9.0	0.00	0.10	0.10	6	60'	16	2	18%	18%	-	-	-	-	15	4	ABC	Α	1	-	-	-	-	-	
-3E-9.1	0.00	0.16	0.16	6	60'	16	2	18%	18%	-	_	-	-	15	4	ABC	Α	1	-	-	-	-	-	
-3E-9.2	0.00	0.12	0.12	6	60'	16	2	18%	18%	-	-	-	-	15	4	ABC	Α	1	-	-	-	-	-	
2	0.00	0.09	0.09	6	60'	16	2	18%	18%	-	_	-	-	15	4	ABC	Α	1	-	-	-	-	-	60 cy of 6" aggregate base for landing.
3	0.00	0.12	0.12	6	60'	16	2	18%	18%	-	-	-	-	15	4	ABC	Α	1	-	-	-	-	-	10 cy of 3" aggregate for bedding.
3 cont.	-	-	-	-	-	-	-	-	-	- 1	-	-	-	-	-	-	-	-	-	-	-	-	-	476 cy of 6" aggregate for road base construction.
-3E-7.0 cont.	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50 cy of 3" aggregate for stream crossing.
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lote: Maintenance	e rock of 250	cv, meetina Sec	tions 100	00 AND	1200 specific	cations. s	shall be	placed on ha	aul route th	rouaho	out the	e life o	f the	timber sa	le. Not rea	uired for r	oad accen	tance unde	er Section	18 of this	contract	•	•	•



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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 and as staked on the ground.
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 4 feet back of the top of the cut slope and 4 feet out from the toe of the fill slope.
- Where clearing limits for structures have not been staked or shown on the plans, the limits shall extend 10 feet out from the outside edge of the structure.
- 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 Subsections 202, and 202a, as shown on the plans, and as staked on the ground and/or as posted.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing unless otherwise authorized.
- 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 and in accordance with Subsections 204a, and 204c between the top of the cut slope and the toe of the fill slope.
- 204a Stumps, including those overhanging cut banks, shall be removed within the required excavation limits.
- On excavated areas, roots and embedded wood shall be removed to a depth not less than 6 inches below the subgrade.
- Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections. Such debris will, however, be permitted to remain under waste material from full-bench construction on steep side slopes.
- Disposal of clearing and grubbing debris 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.

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CLEARING AND GRUBBING - 200

- 210a Disposal of clearing and grubbing debris shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer, when accumulations are too great to scatter.
- 210b Disposal of clearing and grubbing debris, stumps and cull logs on non-government property by scattering this material outside of clearing limits will not be permitted unless the Purchaser obtains a written permit, or other approved documentation, from the property owner on whose property the disposal is to be made. The Purchaser shall furnish the Authorized Officer a certified copy of the permit and a written release from the property owner absolving the Government from responsibilities in connection with the disposal of debris on said property.
- No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- No clearing or grubbing debris shall be left lodged against standing trees or otherwise impede tree felling on any trees within the existing stands adjacent to the road construction.

EXCAVATION AND EMBANKMENT - 300

- This work shall consist of excavating, overhaul, placement of embankments, backfilling, borrowing, leveling, ditching, grading, insloping, outsloping, crowning and scarification of the subgrade, compaction, disposal of excess and unsuitable materials, and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- Excavation shall also consist of the excavation of road and landing cut sections, borrow sites, backfilling, leveling, ditching, grading, compaction, and other earth moving work necessary for the construction of the roadway in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, bedding, backfill for structures, and for other purposes as shown on the plans.

EXCAVATION AND EMBANKMENT - 300

- Borrow shall consist of suitable material required for the construction of embankments or for other portions of the work; such material shall be obtained from sources selected by the Purchaser at his option and approved by the Authorized Officer.
- Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- Material used in the construction of embankment sections shall be free of stumps,
 cull logs, brush, muck, sod, roots, frozen material and other deleterious materials and shall be placed and compacted as specified.
- Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding 12 inches in depth.
- Layers of embankment, selected borrow, final subgrade, and selected roadway excavation material as specified under Subsections 305a, and 305b shall be moistened or dried to uniform optimum moisture content suitable for maximum density and compacted to full width with compacting equipment conforming to requirements of Subsections 103f, 103g and 103i.
- The final subgrade, including landings, shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103f, 103g, and 103i until visible displacement ceases.
- In the case of rock fills, placement of material in layers is not required and such material may be placed by end-dumping or other methods approved by the Authorized Officer provided that the rock shall be reasonably prevented from escaping beyond the embankment toe.
- In cut areas where solid rock is encountered at, or near subgrade, the rock shall be excavated to a minimum depth of 6 inches below subgrade elevation and the excavated area backfilled with suitable material. The backfill material shall be processed to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306e.

EXCAVATION AND EMBANKMENT - 300

- When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of 2 feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of subsection 306.
 Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 316 Borrow material from sources selected at the Purchaser's option shall be inspected and approved in writing by the Authorized Officer prior to placement.
- Selected borrow or selected roadway excavation material shall be uniformly spread
 on the roadbed in lifts not to exceed 8 inches in depth until the required thickness
 shown on the plans is attained.
 - Each layer shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306.
- Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the Section 150 sheet. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321c.
- End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers is (not) required. Materials placed shall be sloped, shaped, and otherwise brought to a neat and sightly condition acceptable to the Authorized Officer. Exposed soils must be seeded and mulched in accordance with Section 1800 of this Contract.
- Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of <u>2</u> feet on the uphill side.
- The finished grading shall be approved by the Authorized Officer in segments or for the total project. The Purchaser shall give the Authorized Officer <u>3</u> days notice prior to final inspection of the grading operations.

PIPE CULVERTS - 400

- This work shall consist of furnishing and installing corrugated-polyethylene pipe culverts Type S (CPP), or Aluminized corrugated metal pipe (CMP) and other erosion control devices 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 upon installation of the appurtenance structures. 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 culverts located at the following road locations:

Road No.	Sta./MP	Type	Remove	Diameter	Length	Surface	Remarks
				(inch)	(feet)	Aggregate	
						(cubic yard)	
7-3E-7.0	0.60	CPP	18"x30"	18	40	10	1
	1.15	CPP	18"x30"	18	30	10	
	1.97	CMP	18"x30"	24	40	10	
7-3E-8.0	0.13	CPP	18"x30"	18	30	10	
P3	6+80	CPP		18	30	10	

- The aggregate shall meet the requirements of Section 1000 in conjunction with the specifications in Section 150, and shall be evenly distributed and compacted within the uppermost portion of the excavation limits. This material serves as a base rock and will not fulfill the obligation of surface rock required in Section 150. That rock shall still be placed on top of this base, at the required width and depth specified in Section 150.
- 402b At culvert installation sites where riprap and surface aggregate currently exists, conserve the material for reuse as slope armor and for base material in the upper limits of the trench backfill.
- Grade culverts shall have a gradient of from <u>2</u> percent to <u>4</u> percent greater than the adjacent road grade and shall be skewed down grade <u>30</u> degrees as measured from the perpendicular to the centerline unless otherwise specified on the plans or by the Authorized Officer.

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PIPE CULVERTS - 400

- 405e Corrugated-polyethylene pipe for culverts 12-inch through 36-inch diameter shall meet the requirements of AASHTO M 294.
- 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.
- Pipe culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the 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.
- 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 culverts shall conform to the lines, grades, dimensions and typical diagram shown on the plans and the Culvert Installation Detail Sheets.
- Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of 12 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 selected granular or fine readily compactible soil material.
- Pipe culverts shall be bedded on 1 ½" or ¾" crushed rock bed in accordance with Section 1200 gradation and having at least a depth of 4 inches. Each layer of crushed rock material for base shall be placed, processed, shaped, moistened or dried to uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103f and 103i. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.
- Side-fill material for pipe culverts 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 compactible soil 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.

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PIPE CULVERTS - 400

- 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 8 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.
- Side fills beyond the compaction limits specified under Subsection 417 shall be compacted as specified under Section 300.
- The pipe culverts, after being bedded and backfilled as required by these specifications, shall be protected by a <u>2</u> foot cover of fill before heavy equipment is permitted to cross the drainage structures. Removal of the protection fill shall be as directed by the Authorized Officer.
- Construction of catch basins and ditch dams conforming to lines, grades, dimensions and typical diagrams shown on the plans, shall be required for grade culverts.
- Construction of splash pads conforming to lines, grades, dimensions and typical diagram shown in the plans, shall be required and at the specified locations and with riprap amounts as stated in the table in Subsection 401.
- Culvert markers consisting of <u>5</u>-foot steel fence posts painted green with white tops, shall be furnished, fabricated, and installed by the Purchaser at the culvert inlets, as shown on the plans and as directed by the Authorized Officer.
- The Purchaser shall record culvert sizes, lengths and locations 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 prior to road acceptance.

RENOVATION 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.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.
6-3E-30.0	4.24 mile	4.71 mile
7-3E-7.0	0.00 mile	1.99 mile
7-3E-8.0	0.00 mile	1.52 mile
7-3E-8.8	0.00 mile	0.29 mile
7-3E-8.9	0.00 mile	0.20 mile
7-3E-9.0	0.00 mile	0.10 mile
7-3E-9.1	0.00 mile	0.16 mile
7-3E-9.2	0.00 mile	0.12 mile

RENOVATION OF EXISTING ROADS - 500

- Rocks larger than <u>6</u> inches in maximum dimension shall be removed from the scarified layers of the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.
- Existing road surfaces 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 Subsections 103f, and 103i, until visible displacement ceases, generally 4 stations per hour.
- The inlet end of existing drainage structures 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.
- Vegetation encroaching on the roadbed and the drainage ditches of existing roads shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.
- The finished grading shall be approved by the Authorized Officer. The Purchaser shall give the Authorized Officer <u>3</u> 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, or for other uses in accordance with these specifications.
- Water, when needed for compaction shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications.
- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.

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WATERING - 600

- Water required under these specifications is subject to applicable State water regulations.
- The Purchaser shall secure the necessary water permits for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on roadbeds, turnouts and landings approved for placing crushed rock material, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the Section 150 plans. Material not conforming to these specifications will be rejected, and shall be removed from the road.
- 1002a Crushed rock materials may be obtained from commercial sources selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.
- Crushed rock material produced from gravel shall have 2 manufactured fractured faces on 65 percent, by weight, of the material retained on the No. 4 sieve.
- 1004 Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

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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	JRR
(6) -inch	-	-	-	-	-	-	-	100
3-inch	100	-	100	-	100	-	-	-
2-inch	90-95	100	-	100	65-95	100	100	-
1½-inch	-	90-95	-	-	-	-	-	_
1-inch	45-75	50-90	-	-	-	50-85	60-90	-
3/4-inch	-	-	-	-	28-70	-	-	-
½-inch	-	-	-	-	-	27-60	44-70	-
3/8-inch	-	-	-	-	-	-	-	-
No. 4	15-45	15-50	-	-	10-35	15-40	28-50	-
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	-

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AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- The Purchaser shall be required to take 1 sample of each 2,000 cubic yards of crushed rock material produced, using approved AASHTO sampling procedures. The Purchaser shall submit samples to a certified lab or shall perform testing for gradation requirements using ASHTO T 11 and AASHTO T 27 testing procedures. Prior to testing, each sample shall be split, making one-half of the samples with proper identification available for testing by the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer within 24 hours of sampling. The Purchaser shall provide test results for the first 500 cubic yards produced prior to commencing production crushing and hauling.
- 1008 If additional binder or filler is necessary in order to meet the grading or plasticity requirements, or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1008a 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.
- The roadbed, as shaped and compacted under Sections 300 and 500 of these specifications, shall be approved by the Authorized Officer prior to placement of crushed rock materials. Notification for final inspection prior to rocking shall be <u>72</u> hours prior to that inspection and shall be <u>7</u> days prior to start of rocking operations.
- 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 6 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1010a Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing under this specification.

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AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

Each layer of crushed rock material for base shall be placed, processed, shaped, moistened or dried to uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103f and 103i. Minimum compaction shall be deemed adequate when the surface can withstand five passes of a truck, with H-20 loading without appreciable deformation.

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 and base courses 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.
- 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.
- 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 faces. 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:

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TABLE 1204

$\frac{AGGREGATE\ SURFACE\ COURSE}{CRUSHED\ ROCK\ MATERIAL}$

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

GRADATION

Sieve Designation	С	C-1	D	D-1	Е	E-1
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

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- 1204a The Purchaser shall be required to take one sample for each 1,000 cubic yards of crushed rock material to be utilized using AASHTO sampling procedures. The Purchaser shall submit samples to a certified lab or perform testing for gradation requirements using AASHTO T 11 and AASHTO T 27 testing procedures. Prior to testing, each sample shall be split, making one half of the sample, with proper identification, available for testing by the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer within 24 hours of sampling. The Purchaser shall provide test results for the first 500 cubic yards produced prior to commencing production crushing and hauling.
- 1205 Crushed rock material shall not exceed 35 percent loss as determined by AASHTO T 96.
- 1206 Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.
- 1208 If additional binder or filler material is necessary to meet the grading or plasticity requirements or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1208a 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.
- Shaping and compacting of roadbed and base course shall be completed and approved, prior to placing crushed rock material, in accordance to the requirements of Subsections 300 and 500 for placing on the roadbed and landings and Subsection 1000 for placing on the base course. Notification for final inspection prior to rocking shall be 7 days prior to the inspection and shall be 10 days prior to start of surfacing operations.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- Crushed rock material conforming to the requirements of these specifications shall be placed on the approved roadbed, landings, and base course in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Compacted layers shall not exceed 4 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and then adding or removing crushed rock material until the surface is smooth and uniform.
- 1210a Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed, as surfacing required by this specification.
- 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 Subsection 103f. Minimum compaction shall be 1 hour of continuous compacting for each 6 stations, or fraction thereof.

EROSION CONTROL - 1700

- 1701 This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- 1704 The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of section 1800.
- 1705 The surface area of erodible earth material exposed at any one time by clearing and grubbing shall not exceed 4000 square feet after September 15, without prior approval by the Authorized Officer.
- The surface area of erodible earth material exposed at one time by excavation, borrow, or fill within the right-of-way shall not exceed 4000 square feet after September 15, without prior approval by the Authorized Officer.

EROSION CONTROL - 1700

1712 - The Purchaser shall provide erosion control measures for reconstructed ditches on steep grades which includes but is not limited to, dumped stone, jute mesh, sod, or check dams consisting of stone. Width of protective lining or dam should extend far enough up the ditch slopes to effectively contain the runoff and prevent erosion and washout at the edges and prevent sediment from reaching live water.

SOIL STABILIZATION - 1800

- This work shall consist of seeding and mulching on designated cuts, fills, borrow sites, disposal sites, special areas, and any other disturbed areas in accordance with these specifications and as shown on the plans. This work is required for road acceptance under Section 18 of this contract.
- 1802 Soil stabilization work consisting of seeding and mulching shall be performed on existing roads and designated locations in accordance with these specifications, at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.
6-3E-30.0	4.24 mile	4.71 mile
7-3E-7.0	0.00 mile	1.99 mile
7-3E-8.0	0.00 mile	1.52 mile
7-3E-8.8	0.00 mile	0.29 mile
7-3E-8.9	0.00 mile	0.20 mile
7-3E-9.0	0.00 mile	0.10 mile
7-3E-9.1	0.00 mile	0.16 mile
7-3E-9.2	0.00 mile	0.12 mile
P2	0.00 mile	0.09 mile
P3	0.00 mile	0.16 mile

SOIL STABILIZATION - 1800

1803 - Soil stabilization work as specified under Subsections 1802 shall be performed during the following seasonal periods:

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

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

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

Species	Germination	Purity	Crop and Weed Content	Noxious Weed Content
	Min. %	Min. %	Max. %	Max %
Red Fescue	85%	97%	0%	0%

Furnished seed shall meet or exceed the factors in the above table. Furnished seed shall be sown at a rate equal to 10 pounds per acre. Prior to applying seed, the contractor will supply the BLM with the seed label showing testing results.

If seed is not available that meets the factors in the above table, the project area would be sown with seed approved by the resource area botanist. Prior to applying seed, the contractor will supply the BLM with the seed label showing testing results.

- 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 Subsections 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 which are free from mold, or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placement.

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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.
- 1810 Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.
- 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.
- 1818 At the beginning of each day's operation, a measured area will be seeded and mulched to assure uniform application.
- 1819 The maximum distance to be seeded and mulched from the road centerline shall be 100 feet for the cut slopes and 150 feet for the fill slopes.
- 1820 The Purchaser shall notify the Authorized Officer at least <u>3</u> days in advance of date he intends to commence the specified soil stabilization work.
- 1822 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.
- 1823 No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 1826 Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

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ROADSIDE BRUSHING - 2100

- 2101 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 or manually with hand tools, including chain saws.
- 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 3 inches above the ground surface or above obstructions such as rocks or stumps, on cut and fill slopes. All limbs below the 3 inch area will be severed from the trunk.
- 2103a Vegetation shall be cut and removed from the road bed between the outside shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. Limbs below the 1 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at D.B.H.O.B. shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing <u>1</u> foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- Inside curves shall be brushed out for a sight distance of <u>200</u> feet chord distance or a middle ordinate distance of <u>25</u> feet whichever is achieved first. Overhanging limbs and vegetation in excess of <u>1</u> foot in height shall be cut within these areas.
- 2108 Self-propelled equipment shall not be permitted on cut and fill slopes or in ditches.

ROADSIDE BRUSHING - 2100

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

2112 - Roadside brushing shall be accomplished as shown on the plans and as listed below:

Roddside ordsining shall be t	eccomplished as shown on the p	ians and as instea belov
Road Number	From M.P.	То М.Р.
6-3E-30.0	4.24 mile	4.71 mile
7-3E-7.0	0.00 mile	1.99 mile
7-3E-8.0	0.00 mile	1.52 mile
7-3E-8.8	0.00 mile	0.29 mile
7-3E-8.9	0.00 mile	0.20 mile
7-3E-9.0	0.00 mile	0.10 mile
7-3E-9.1	0.00 mile	0.16 mile
7-3E-9.2	0.00 mile	0.12 mile

- 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 Control Devices.

ROAD DECOMMISSIONING - 2700

2701 - This work consists of decommissioning the following roads:

Road Number	Length
P2	0.09
P3	0.16

This work is not required for road acceptance under Section 18 of this contract.

- Decommissioning shall consist of removing cross drains and removing crossing by excavating fill material and placing in locations to form partially recontoured roadway sections. Work includes ripping and subsoiling and installing water bars, drain dips and placement of slash and placement of soil stabilization material. This work is not required under Section 18 of this Contract and in accordance with Exhibit D section 3500.
- 2703 Where windrows, berms, or vegetation exist along the outside shoulder of the decommissioned roadbed, they shall be removed to promote drainage. Outlet channels will be constructed at as frequent of locations as possible where trees interfere with drainage.
- 2704 Water bars shall be installed on the road listed in Subsection 2601, at the following intervals:

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

at locations approved by the Authorized Officer, and in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans, skipping locations that are at high points.

2706 - Soil stabilization work consisting of seeding and mulching shall be performed as specified under Section 1800, in areas left exposed as a result of logging, final road maintenance, or decommissioning operations.

ROAD RENOVATION WORKLIST

Work to be Accomplished

Road renovation as required under Exhibit C of this contract shall include, but is not limited to the following worklist. All existing roads shall be brushed, shall be graded and compacted to their full width, shall have the ditches cleared of any blockages, and shall have existing culverts and catch basins cleaned at locations that are not listed in Section 400 for replacement. Any soils left exposed after renovation or new construction activities shall be seeded and mulched. Roadside tree removal shall be accomplished prior to culvert installations and aggregate placement. Roadside trees shall not be felled onto existing roads. Processing shall not be accomplished on top of existing aggregate surfaces. Logging slash and log decks shall not be placed in ditches, in catch basins, or on top of outlets of culverts.

Road No. 6-3E-30.0

MP

- 4.24 Begin renovation work as described in Sections 150, 500, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 1.5" surface aggregate at junction with P2 spur.
- 4.35 Continue 4" lift onto the 7-3E-8.0 road to right.
- 4.71 End of renovation.

Road No. 7-3E-7.0

- 0.00 Begin renovation work as described in Sections 150, 500, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 1.5" surface aggregate at junction with South Molalla Road.
- 0.42 Place 6" lift of 3" base aggregate base course on roadway for 100' on either side of crossing to mitigate surface deposition in stream.
- 0.60 Replace 18"x30' CMP cross drain with 18"x40' CPP. Install cross drain as described in Section 400.

ROAD RENOVATION WORKLIST

- 1.15 Replace 18"x30' CMP cross drain with 18"x30' CPP. Install cross drain as described in Section 400.
- 2.04 Replace 18"x30' CMP on stream crossing with 24"x40' CMP just after junction with 7-3E-8.7 Road to the south. Install stream crossing culvert as described in Section 400.
- 1.99 End of renovation of 7-3E-7.0 road at junction with 7-3E-9.0 road ahead.

Road No. 7-3E-8.0

MP

- Begin renovation work as described in Sections 150, 500, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 1.5" surface aggregate at junction with 6-3E-30.0.
- 0.13 Replace 18"x30' CMP cross drain with 18"x30' CPP. Install cross drain as described in Section 400.
- 0.41 End placement of 4" lift of 1.5" surface aggregate just after P3 junction.
- 0.71 Begin 4" lift of 3" surface aggregate.
- 1.52 End of renovation. End 4" lift of 3" surface aggregate at end of road.

Road No. 7-3E-8.8

- 0.00 Begin renovation work as described in Sections 150 and 500. Begin rocking application as described in Sections 150, 1000, and 1200. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 1.5" surface aggregate.
- 0.29 End renovation at junction with 7-3E-8.9 road, end 4" lift of 1.5" surface aggregate.

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ROAD RENOVATION WORKLIST

Road No. 7-3E-8.9

MP

- 0.00 Begin renovation work as described in Sections 150 and 500. Begin rocking application as described in Sections 150, 1000, and 1200. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 1.5" surface aggregate.
- 0.20 End of renovation. End 4" lift of 1.5" surface aggregate.

Road No. 7-3E-9.0

MP

- 0.00 Begin renovation work as described in Sections 150 and 500. Begin rocking application as described in Sections 150, 1000, and 1200. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. . . Begin 4" lift of 3." base aggregate.
- 0.37 End of renovation and end 4" lift of 3" base aggregate.

Road No. 7-3E-9.1

- 0.00 Begin renovation work as described in Sections 150 and 500. Begin rocking application as described in Sections 150, 1000, and 1200. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin 4" lift of 3" base aggregate.
- 0.16 End of renovation, end 4" lift of 3" base aggregate.

ROAD RENOVATION WORKLIST

Road No. 7-3E-9.2

MP

- 0.00 Begin renovation work as described in Sections 150, 500, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. Begin brushing as described in Section 2100. Begin 4" lift of 3." base aggregate
- 0.11 Renovate landing according to Sections 150 and 500.
- 0.12 End of renovation.

Road No. P2

MP

- Begin new construction work as described in Sections 150, 200, 300, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800. End haul is to be placed in depression to the northeast of the intersection of P2 road and 6-3E-30.0, which is marked on the ground.
- 0.09 End of new construction.

Road No. P3

- 0.00 Begin new construction work as described in Sections 150, 200, 300, and this worklist. Soil stabilization and erosion control measures will be required as necessary and as described in Sections 1700 and 1800.
- 0.16 End of new construction.

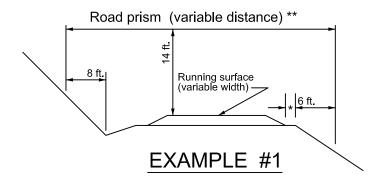
Sale Name: Pine Bear Salvage

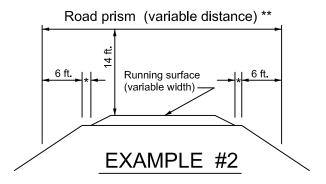
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U.S. DEPT. OF THE INTERIOR Bureau of Land Management

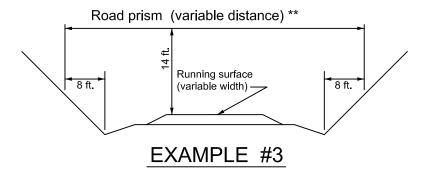
NORTHWESTOREGON DISTRICT

ROADSIDE BRUSHING DETAIL SHEET

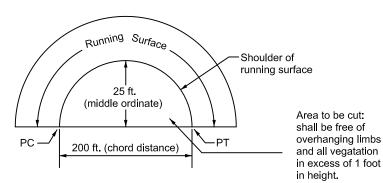




(NO SCALE)



- 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.



SIGHT DISTANCE DIAGRAM

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.

1/2" X 4'-0"

THREADED 4"

ON ONE END

STL ROD

SCALE not to scale

SHEET 1 OF 1

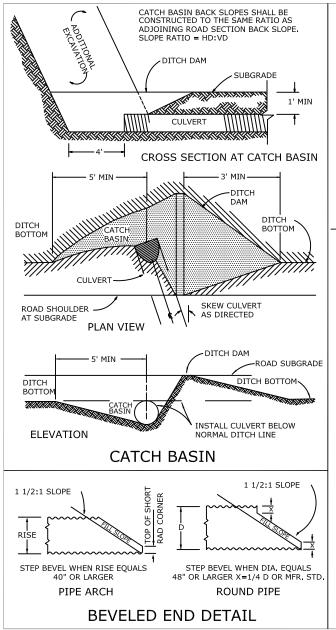
Sale Name: Pine Bear Salvage

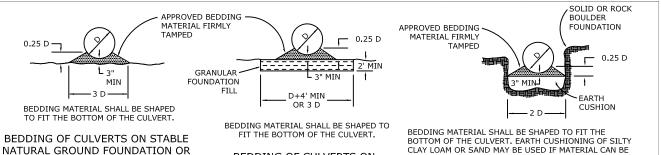
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U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

COMPACTED EMBANKMENT





BEDDING OF CULVERTS ON

SOFT SPONGY OR UNSTABLE

SOIL FOUNDATION

BEDDING OF CULVERTS

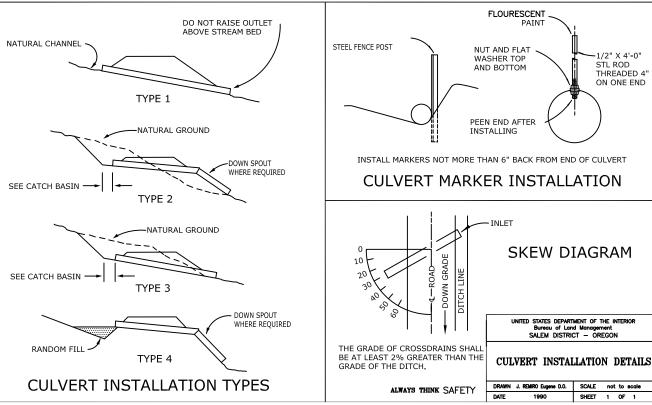
BEDDING OF CULVERT IN SOLID ROCK OR BOULDER FOUNDATION

PLACED IN THE DRY CONDITION, IF THE EXCAVATION IS

TAIN 8" MIN. DEPTH BETWEEN HIGH POINTS OF ROCKS

AND/OR BOULDERS AND THE BOTTOM OF THE CULVERT.

WET, USE GRANULAR FOUNDATION FILL MATERIAL, MAIN-

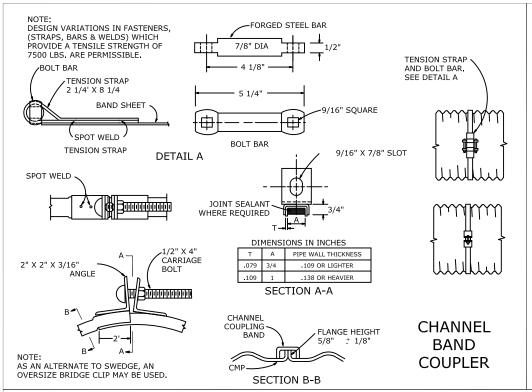


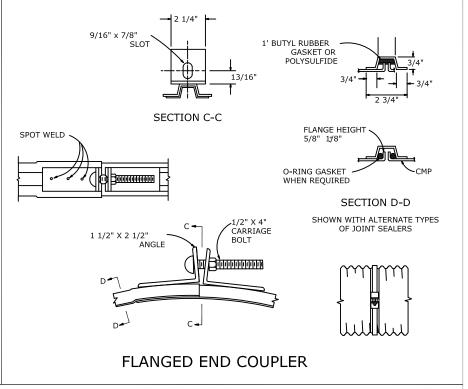
Sale Name: Pine Bear Salvage
Contract No: ORN01-TS-2022.0109

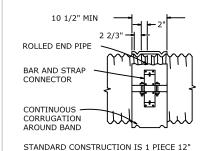
Sheet 39 of 42

U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management

Northwest Oregon District







THRU 48" AND 2 PIECE 54" AND ABOVE

COUPLER BAND SHALL BE MADE OF THE SAME MATERIAL AND FINISH AS THE PIPES JOINED. THE COUPLER BANDS SHALL HAVE A MINIMUM WIDTH OF 10 1/2 INCHES AND MAY BE TWO NUMERICAL THICKNESSES LIGHTER THAN THE GAGE OR THICKNESS DESIGNATED FOR THE CONDUIT JOINED. THE BAND SHALL BE DESIGNED TO BE DRAWN TOGETHER WITH TWO 1/2 INCH BOLTS THROUGH USE OF A BAR AND STRAP SUITABLY WELDED TO THE BAND. THE BAND SHALL ENGAGE AND MESH WITH THE SECOND ANNULER CORRUGATION INWARD FROM THE END OF EACH OF THE CONDUIT SECTIONS JOINED,

THE HUGGER COUPLER BAND OR AN APPROVED EQUIVALENT

WHEN DESIGNATED ON THE PLANS OR ON THE SPECIAL PROVISIONS, GASKETS SHALL BE INSTALLED WHEN THE "HUGGER" TYPE, OR AN APPROVED EQUIVALENT COUPLER BAND IS INSTALLED ON SPILLWAY, OVERSIDE OR DOWN DRAINS.

∅	BANDS	WITH	ANGLES

UN 1

B BANDS WITH TENSION TYPE CONNECTIONS

	STANDARD COUPLER BAINDS																			
CORRUGATED									FLAT-D	MPLED										
CULVERT SIZE	STD. ANNULAR		HELI	[CAL	3" X 1"		3" X 1"		3" X 1"		L" 6" X 1"		6" X 1"		6" X 1"			NO. OF ROWS OF	NO. BOI	
INCHES	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS	WIDIII	DIMPLES	Ø	B								
NDER 18	7	2	7	2					10 1/2	2	2	2								
18 TO 54	12	3	12	3	14	3	18	3	10 1/2	2	3	2								
OVER 54	24	5	24	5	24	5	24	4	16 1/2	4	5	4								

STANDARD COLIDI ED BANDS

DATA IN THIS BLOCK DOES NOT APPLY TO PERFORATED PIPE UNDERDRAIN. FOR BANDS WITH ``PUNCH-OUT" TYPE CONNECTIONS, 2 BOLTS ARE PERMISSIBLE FOR EACH LAP. BANDS SHALL LAP 1/2 WIDTH ONTO EACH SECTION OF PIPE AND MUST FULLY ENCIRCLE THE JOINT FORMING A NEARLY WATERTIGHT CONNECTION.

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT — OREGON

CULVERT BAND DETAILS

 DATE
 DATE
 1990
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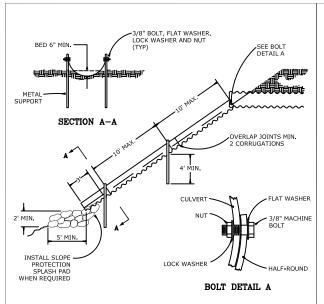
``HUGGER" COUPLER BANDS

ALWAYS THINK SAFETY

Sale Name: Pine Bear Salvage Contract No: ORN01-TS-2022.0109

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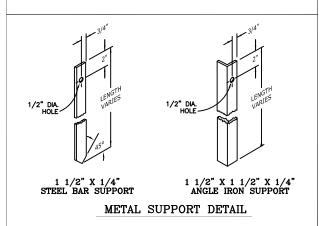
U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

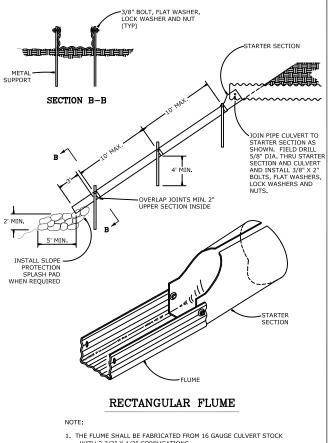


HALF ROUND DOWNSPOUT

NOTE:

- 1. THE HALF ROUND SHALL BE ONE DIAMETER SIZE LARGER AND OF THE SAME MATERIAL AND COATING AS THE CULVERT IT IS ATTACHED TO.
- 2. THE HALF ROUND SHALL BE FABRICATED FROM 16 GAUGE METAL WITH 2 2/3" X 1/2" CORRUGATIONS.
- 3. SUPPORTS MAY BE STEEL BAR, ANGLE IRON OR APPROVED EQUIVALENT METAL





- WITH 2 2/3" X 1/2" CORRUGATIONS.
- 2. THE STARTER SECTION SHALL BE FABRICATED FROM 16 GAUGE NON-CORRUGATE CULVERT STOCK
- ADJUSTABLE WIDTH FLUMES ARE AVAILABLE FOR APPLICATIONS OVER 24" WIDE. INSTALL ACCORDING TO MANUFACTURER.
- 4. SUPPORTS MAY BE STEEL BAR, ANGLE IRON OR APPROVED EQUIVALENT

3 WRAPS OF #9 GALV, WIRE METAL BED 6" MIN CONVENTIONAL TYPE ELBOW SECTION C-C INSTALL SLOPE PROTECTION SPLASH PAD HUGGER TYPE, CHANNEL OR FLANGED END COUPLER WITH FLEXIBLE SLEEVE 2' MIN. CULVERT DRILL 3/4" HOLE GALV PIPE I" RADIUS DOWNSPOUT MACHINE 3/8" FLAT WASHER 1" MIN OD (2 PLACES) TURNER TYPE ELBOW (ALTERNATE ELBOW) FULL ROUND DOWNSPOUT NOTE: 1. THE ELBOW AND SPILLWAY SECTION SHALL BE OF THE SAME DIAMETER, MATERIAL AND COATING AS THE CULVERT IT IS ATTACHED TO. 2. THE SPILLWAY SECTION SHALL BE FABRICATED FROM 16 GAUGE METAL WITH 1 2/3" X 1/2" CORRUGATIONS 3. SUPPORTS MAY BE COMMERCIAL STEEL FENCE POSTS, STEEL BAR, ANGLE IRON OR APPROVED EQUIVALENT METAL POSTS. 4. CONNECTION BETWEEN HELICALLY CORRUGATED AND ANNULAR PIPE SHALL

GENERAL NOTES

- 1. THE LENGTH OF THE DOWNSPOUT SHALL BE DETERMINED AT THE TIME OF INSTALLATION.
- 2. FABRICATION AND INSTALLATION OF ALL GALVANIZED STEEL DOWNSPOUTS SHALL CONFORM TO AASHTO M36, M218: ALUMINUM ALLOY TO AASHTO M196; ALUMINIZED TYPE II TO AASHTO 36, M196.
- 3. ALL STEEL NUTS, BOLTS AND WASHERS SHALL BE GALVANIZED. (ASTM A307, A153)
- SLOPE PROTECTION SPLASH PADS, WHEN REQUIRED, SHALL BE A MIN. 2 ft. WIDE X 5 ft. LONG X 2 ft. DEEP. INDIVIDUAL ROCKS SHALL BE 10" 14" IN SIZE.

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management SALEM DISTRICT - OREGON

DOWNSPOUT INSTALLATION DETAILS

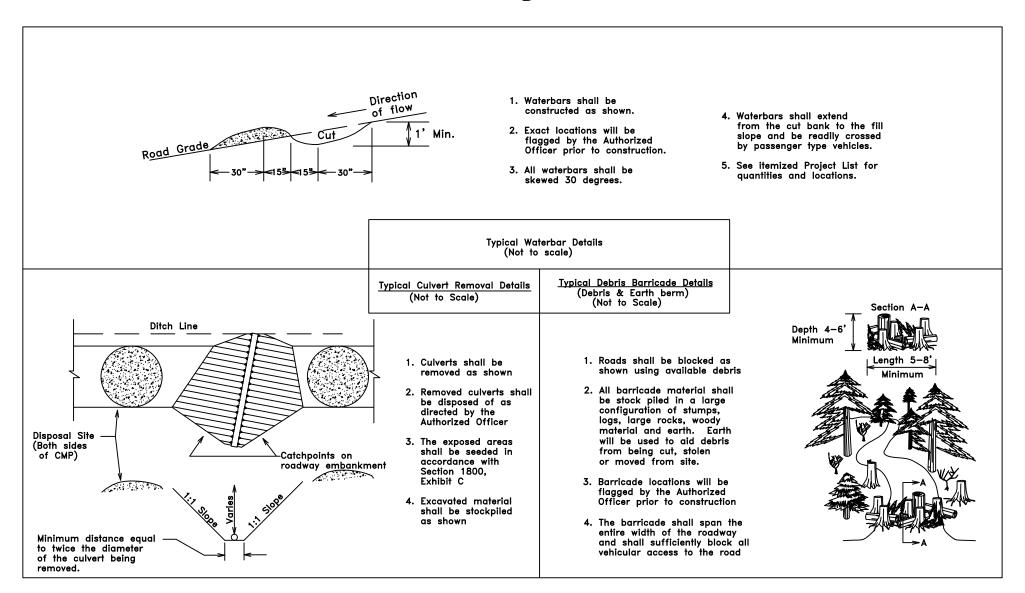
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	DATE	1990	SHEET	1	OF 1	

ALWAYS THINK SAFETY

REQUIRE A SPECIAL ADAPTER COUPLING BAND.

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U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

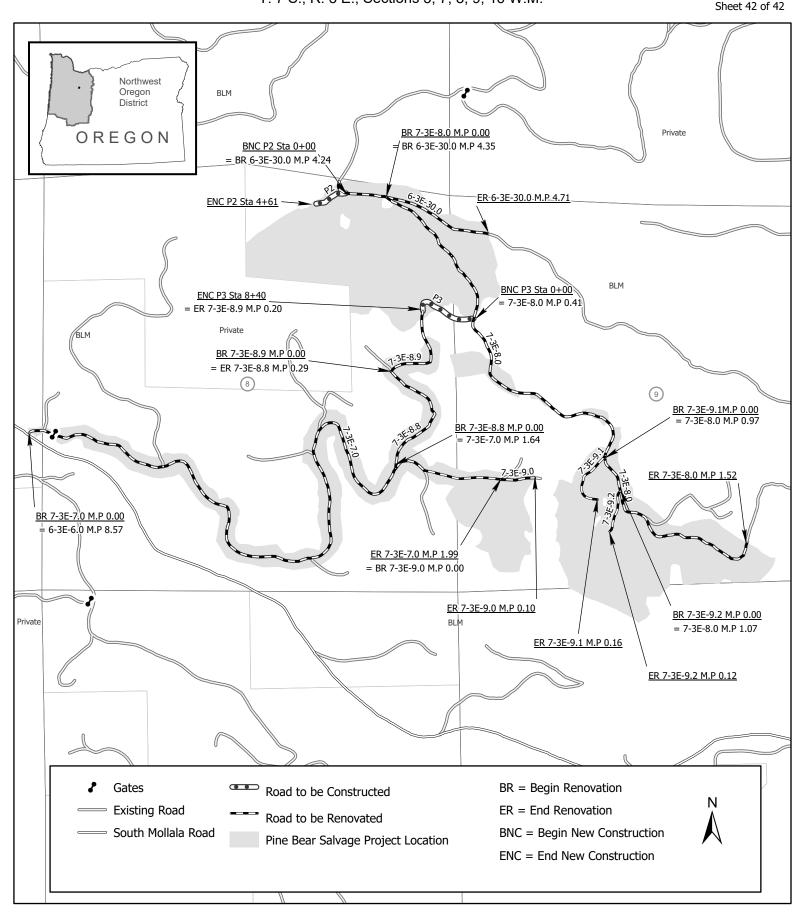


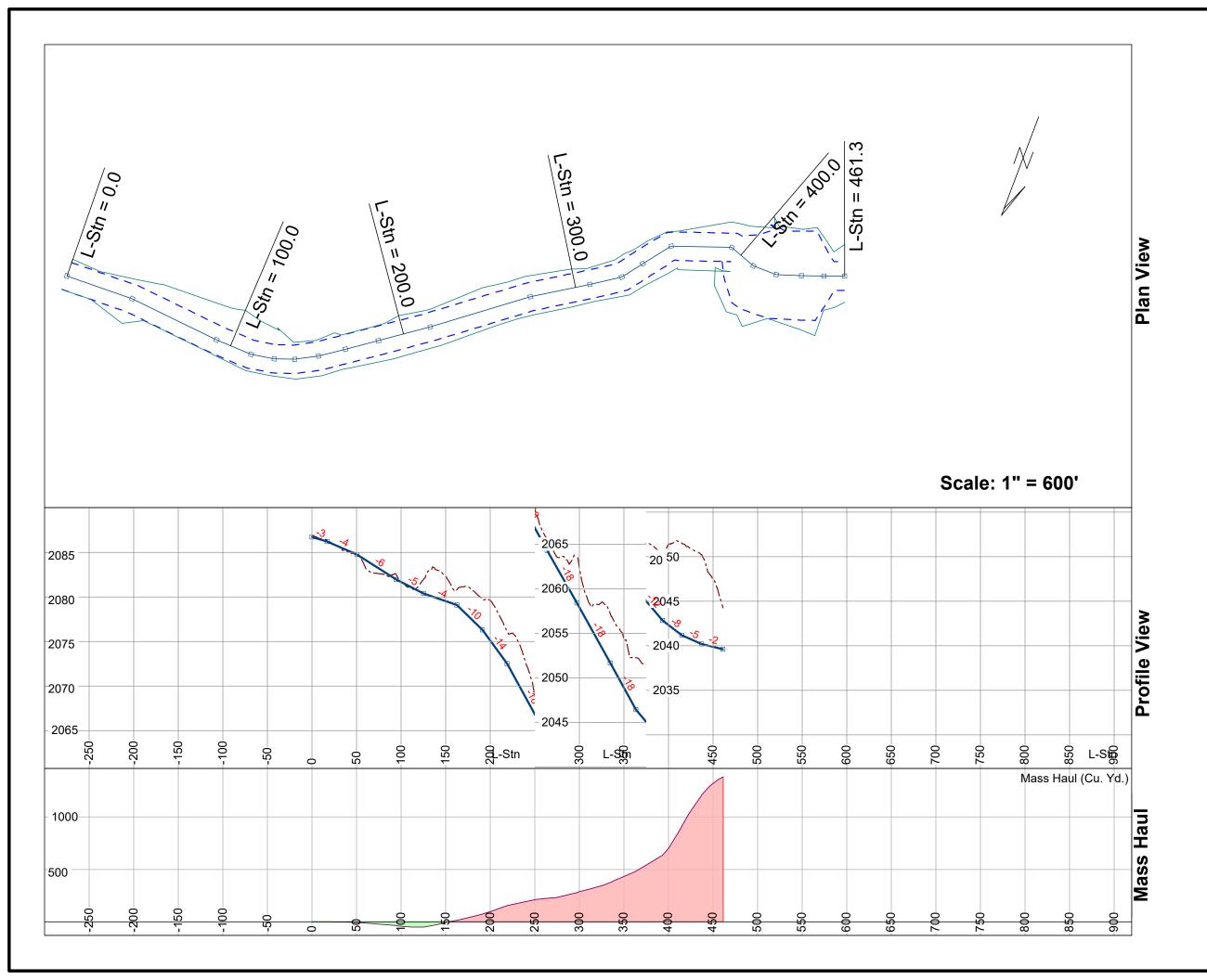


UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Plan Map

Pine Bear Salvage ORNO1-TS-2022.0109 **EXHIBIT C**

T. 7 S., R. 3 E., Sections 5, 7, 8, 9, 16 W.M.



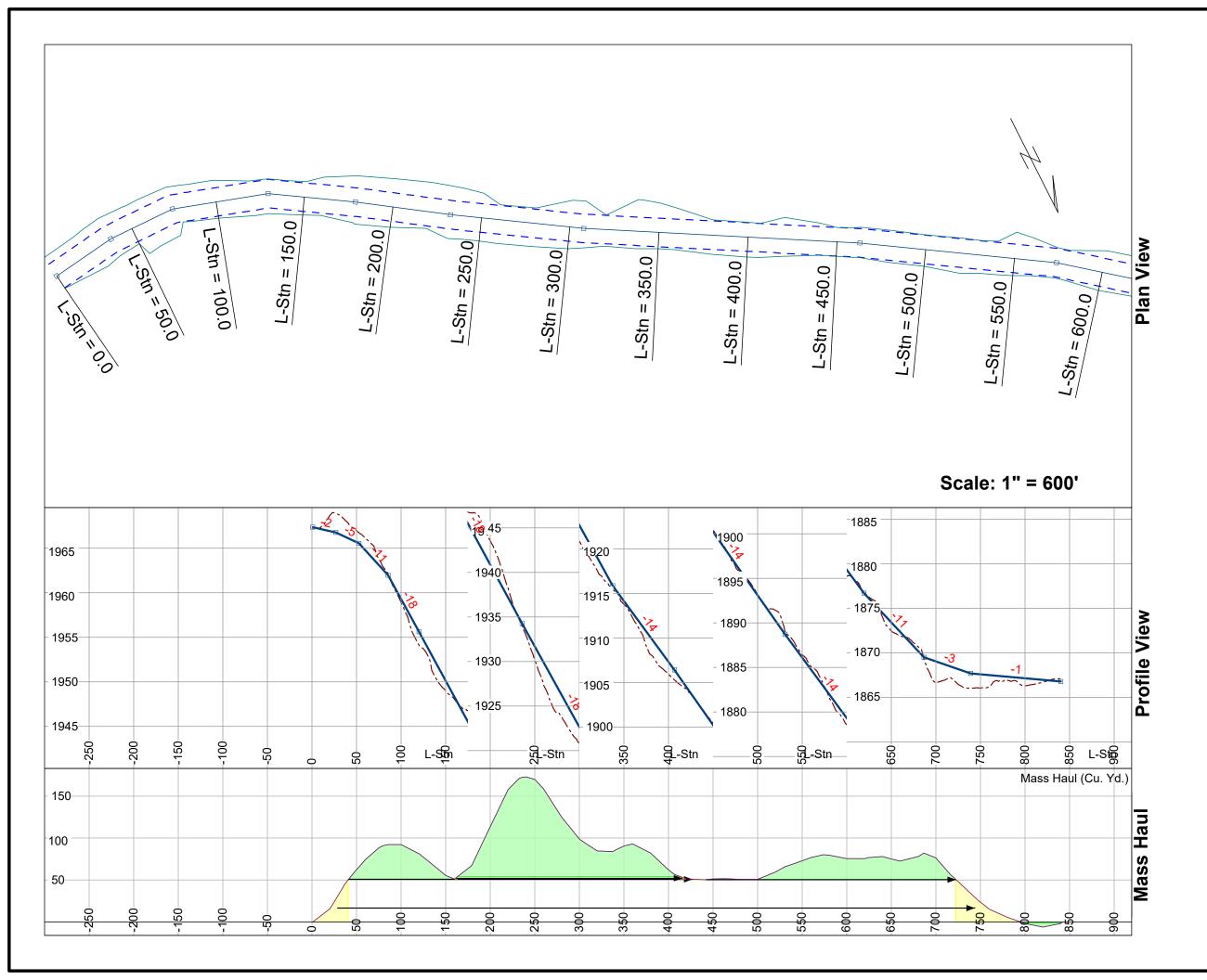


PINE BEAR ORN01-TS-2022.0109 APPENDIX C1

P2

Legend		
	Plan L-line Location	
	Plan P-line Location	
	Plan Road Edges	
	Plan Clearing Limits	
	Plan Cross Section Lines	
	Profile Topopgraphy	
	Profile Finished Grade	

Template Assignments			
	L-Stn	L-Stn	
ID	From	То	Description
DF		392.8	DEFAULT TEMP
TP	392.8	410.3	Taper Template
LNDG	410.3	445.4	Landing
TP	445.4	455.4	Taper Template
DF	455.4		DEFAULT TEMF

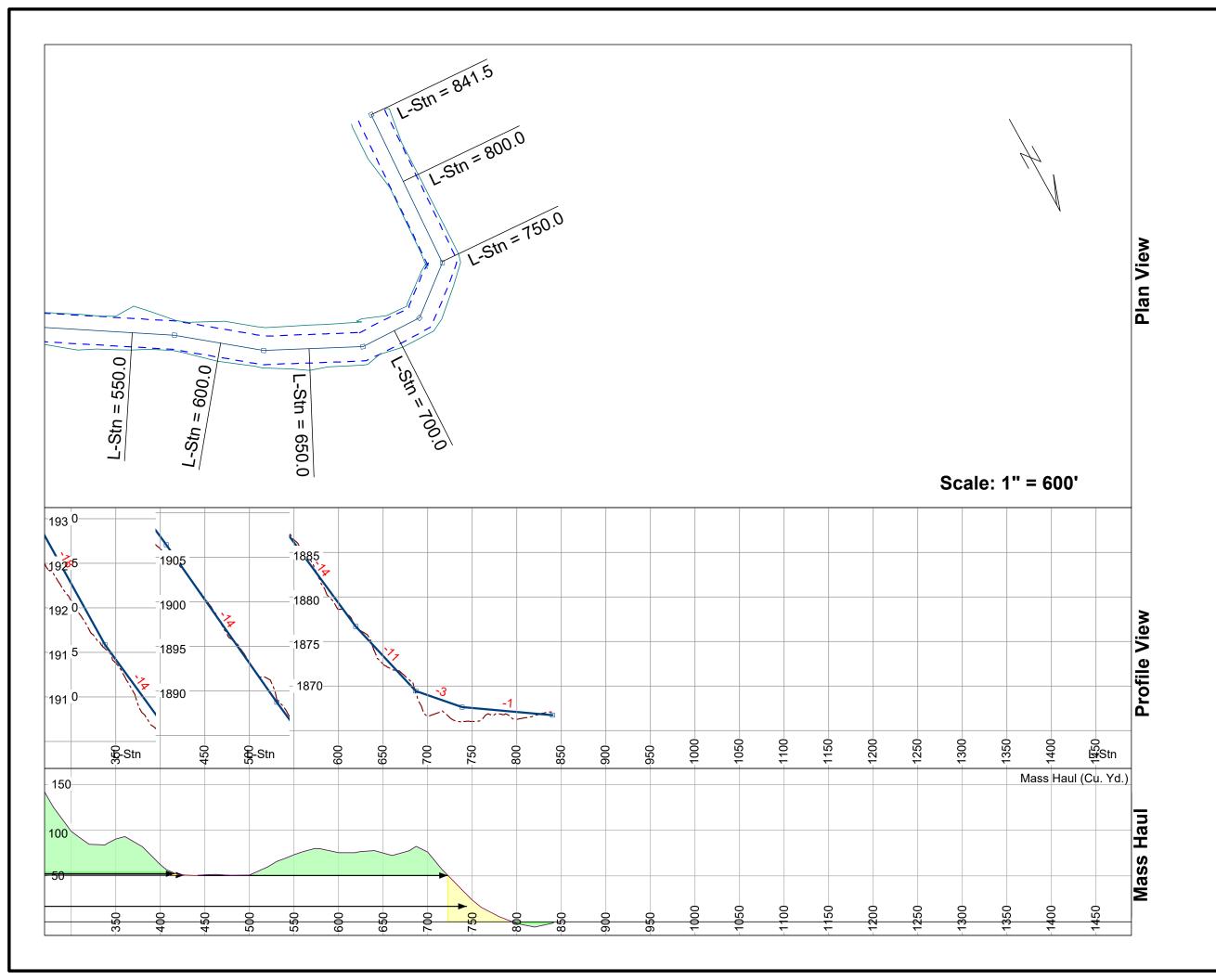


PINE BEAR ORN01-TS-2022.0109 APPENDIX C1

P3

Legend		
	Plan L-line Location	
	Plan P-line Location	
	Plan Road Edges	
	Plan Clearing Limits	
	Plan Cross Section Lines	
	Profile Topopgraphy	
	Profile Finished Grade	

Template Assignments			
	L-Stn	L-Stn	
ID	From	To	Description
DLT			Crown with Ditch



PINE BEAR ORN01-TS-2022.0109 APPENDIX C1

P3

Legend		
	Plan L-line Location	
	Plan P-line Location	
	Plan Road Edges	
	Plan Clearing Limits	
	Plan Cross Section Lines	
	Profile Topopgraphy	
	Profile Finished Grade	

Template Assignments			
	L-Stn	L-Stn	
ID	From	То	Description
DLT			Crown with Ditch

Exhibit D Pine Bear Salvage ORN01-TS-2022.0109 Sheet 1 of 8

United States Department of the Interior Bureau of Land Management Northwest Oregon District

Timber Sale Contract Purchaser Road Maintenance Specifications

SECTION	SHEET	DESCRIPTION
	1	Table of Contents
3000	2	General
3100	2-4	Operational Maintenance
3200	4-5	Seasonal Maintenance
3300	5	Final Maintenance
3400	6	Other Maintenance
3500	6	Decommissioning

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

3001

The Purchaser shall be required to maintain all roads listed and/or referenced in Sec. 42. Special Provisions, and as shown on the Exhibit E 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 the 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, unless otherwise permitted by the Authorized Officer. 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 a minimum of 250 cubic yards of aggregate conforming to the requirements in Section 1000 of Exhibit C of this contract on the roadway and landings at locations and in the amounts designated by the Authorized Officer. The aggregate gradation and compacted depth will also be 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.

OPERATIONAL MAINTENANCE - 3100

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.

3104a

Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

3104b

The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

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

3105

The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

OPERATIONAL MAINTENANCE - 3100

3106

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

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

3107

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

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

3108

The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

3201

The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.

3202

The purchaser shall perform, and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by purchaser, prior to October 31 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive

Exhibit D Pine Bear Salvage ORN01-TS-2022.0109 Sheet 5 of 8

maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.

SEASONAL MAINTENANCE - 3200

3203

The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.

3204

The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

3301

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

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

3302

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

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

OTHER MAINTENANCE - 3400

3401

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

3402

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

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

DECOMMISSIONING - 3500

3501

Decommissioning shall consist of removing cross drains and removing crossing by excavating fill material and placing in locations to form partially recontoured roadway sections. Work includes ripping and subsoiling and installing water bars, drain dips and placement of slash and placement of soil stabilization material. This work is not required under Section 18 of this Contract.

3503

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

Road No or Site	From MP/Sta.	To MP/Sta.	Decommission
P2	0.00	0.05	Scrape surface aggregate off and stockpile at the entrance then de-compact soil, re-plant, seed and mulch.

Exhibit D Pine Bear Salvage ORN01-TS-2022.0109 Sheet 8 of 8

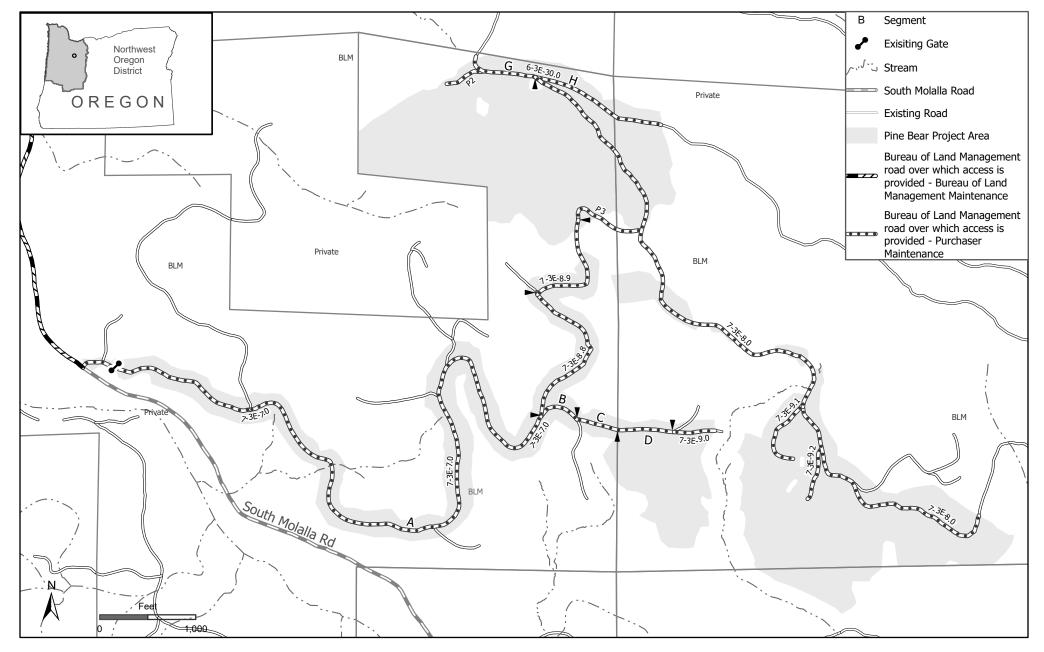
Р3	0.00	0.10	Scrape surface aggregate off and stockpile at the entrance then de-compact soil, re-plant, seed and mulch.
			muicn.

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District **Road Use and Maintenance Map**

T. 7 S., R. 3 E., Sections 5, 7, 8, 9, 16 W.M.

Pine Bear Salvage ORNO1-TS-2022.0109

EXHIBIT E

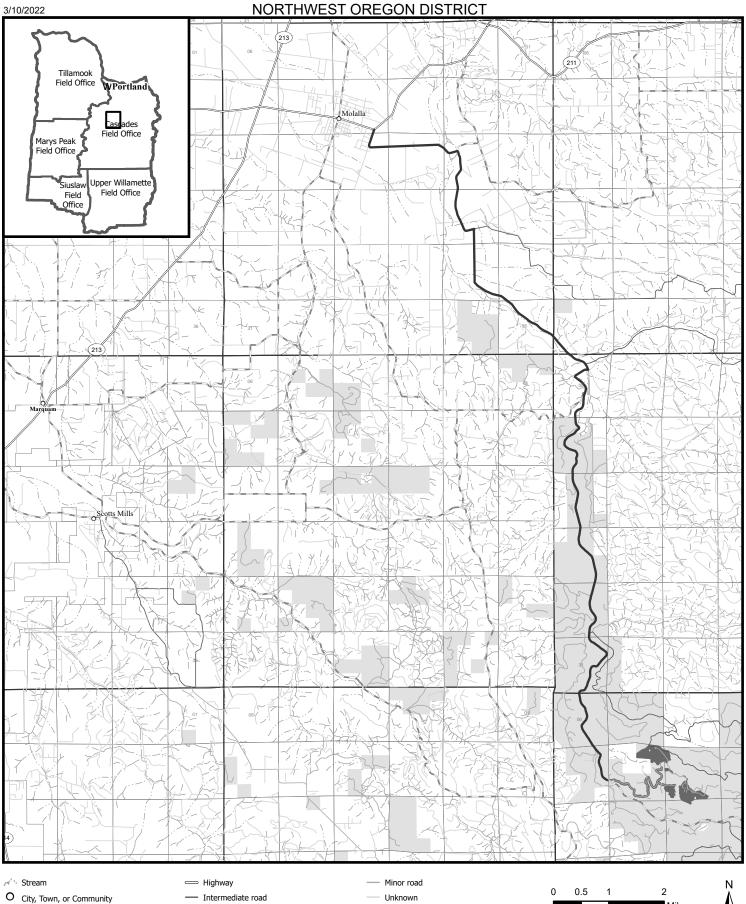




United States Department of the Interior - BUREAU OF LAND MANAGEMENT **Pine Bear Salvage Vicinity Map**

U.S. CIPAREMENT OF THE INTEGRAL OF UNIVERSITY OF UNIVERSIT

T. 7 S., R. 3 E., Sections 5, 7, 8, 9, 16 W.M.



Pine Bear Salvage Project Location

Major road

Bureau of Land Management

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	7 S	3E	5	Lot 12	Willamette
0&C	Clackamas	7 S	3E	7	NE1/4 SE1/4	Willamette
O&C	Clackamas	7\$	3E	8	Lot 1, E1/2 NE1/4, N1/2 SW1/4, SE1/4 SW1/4, SE1/4	Willamette
O&C	Clackamas	75	3E	9	Lot 9,10,11, W1/2 NW1/4, W1/2 SW1/4, SE1/4 SW1/4	Willamette
0&C	Clackamas	7 S	3E	16	NW1/4 NE1/4, NE1/4 NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	10,200.0	11,607.0	12,057.0	89,069	15,547	18,571
Western Hemlock	26.0	29.0	36.0	330	199	172
Totals	10,226.0	11,636.0	12,093.0	89,399	15,746	18,743

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
243.0	0.0	1.0	244.0	41.9

Total Profit & Risk

	Logging Cos	sts	Tract Features	5
Stump to Tru	ıck	\$1,675,874.48	Quadratic Mean DBH	21.2 in
Transportation	on	\$663,252.00	Average GM Log	134 bf
Road Constru	uction	\$301,405.09	Average Volume per Acre	41.9 mbf
Maintenance	e/Rockwear	\$99,717.98	Recovery	84 %
Road Use		\$0.00	Net MBF volume:	
Other Allowa	ances	\$43,843.58	Green	0.0 mbf
Total:		\$2,784,093.13	Salvage	10,226 mbf
Total Loggin	g Cost per MBF:	\$272.26	Export	0 mbf
	5 cost per	Ψ=/=:=0	Ground Base Logging:	
	Utilization Ce	a to un	Percent of Sale Volume	60 %
	Othization Ce	nters	Average Yarding Slope	20 %
Location	Distance	% of Net Volume	Average Yarding Distance	200 ft
Salem, OR	55.0 miles	100 %	Cable Logging:	
			Percent of Sale Volume	40 %
	Profit & Ris	sk	Average Yarding Slope	40 %
			Average Yarding Distance	400 ft
Profit		8 %	Aerial Logging:	
Risk		4 %	Percent of Sale Volume	0 %

12 %

Cruise

Average Yarding Slope

Average Yarding Distance

Cruise Completed February 2022
Cruised By Brian W Barclay
Cruise Method

Variable plot cruise for units using 30 BAF. Ocular estimation of volume combined with Variable Plot cruise used for volume determination in DTR unit.

0 %

0 ft

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	18,571	10,200.0	\$565.20	\$67.82	\$272.26	\$0.00	\$225.10		\$2,296,020.00
Western Hemlock	172	26.0	\$264.60	\$31.75	\$272.26	\$0.00	\$26.50	*	\$689.00
Totals	18,743	10,226.0							\$2,296,709.00

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

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Biomass	Green Tons	1	\$5.00	\$5.00
Totals				\$5.00

Total Appraised Value: \$2,296,714.00

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				75.0 %	24.0 %	1.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				76.0 %	20.0 %	4.0 %	

Pine Bear Salvage

Unit Summary

ORN01-TS-2022.0109

Unit: 1

Species	Net Gross Merch		Gross	# of Trees
Douglas Fir	5,132.0	5,887.0	6,101.0	4,956
Western Hemlock	10.0	11.0	18.0	133
Totals:	5,142.0	5,898.0	6,119.0	5,089

Net Volume/Acre: 63.5 MBF

Regeneration Harvest	81.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	81.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	111.0	126.0	130.0	266
Totals:	111.0	126.0	130.0	266

Net Volume/Acre: 37.0 MBF

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

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	780.0	883.0	910.0	1,859
Western Hemlock	2.0	2.0	2.0	10
Totals:	782.0	885.0	912.0	1,869

Net Volume/Acre: 39.1 MBF

Regeneration Harvest	20.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	20.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	2,690.0	3,044.0	3,218.0	8,579
Totals:	2,690.0	3,044.0	3,218.0	8,579

Net Volume/Acre: 45.6 MBF

Regeneration Harvest	59.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	59.0

Unit: DTR

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,426.0	1,597.0	1,625.0	2,851
Western Hemlock	14.0	16.0	16.0	29
Totals:	1,440.0	1,613.0	1,641.0	2,880

Net Volume/Acre: 18.0 MBF

Regeneration Harvest	80.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	80.0

Unit: RW1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	61.0	70.0	73.0	60
Totals:	61.0	70.0	73.0	60

Net Volume/Acre: 61.0 MBF

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

Total Stump To Truck	Net Volume	\$/MBF
\$1,675,874.48	10,226.0	\$163.88

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	4,654.0	\$162.11	\$754,459.94	7 Loads per day
Track Skidder	GM MBF	6,982.0	\$131.97	\$921,414.54	8 Loads per day
Subtotal				\$1,675,874.48	

Additional Costs

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

Additional Moves

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

Comments:

5 MBF per load - Fuel \$4 per gallon

Total	Net Volume	\$/MBF	
\$663,252.00	10,226.0	\$64.86	

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Salem, OR	55.0	Saw logs	GM MBF	11,636.0	\$57.00	\$663,252.00	100 %

Comments:

Used medium haul rate of \$57. (\$95/Hour, 51-60 miles @ 3 Hours per load, 5 MBF /Load)

Engineering Allowances

Total	Net Volume	\$/MBF	
\$401,123.07	10,226.0	\$39.23	

Cost Item	Total Cost
Road Construction:	\$301,405.09
Road Maintenance/Rockwear:	\$99,717.98
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF	
\$43,843.58	10,226.0	\$4.29	

Environmental Protection

Cost item	Total Cost
Grass seed	\$600.00
Grass seed spreading	\$560.00
Equipment washing	\$400.00
Subtotal	\$1,560.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Decomissioning	\$3,688.28
purchaser Maint.	\$16,420.30
Subtotal	\$20,108.58

Slash Disposal & Site Prep

Cost item	Total Cost
Landing pile cover	\$400.00
Landing pile burn	\$400.00
Machine pile burn	\$4,500.00
Machine pile / cover	\$16,875.00
Subtotal	\$22,175.00

Comments:

Grass seed and spreading for skid roads.