

# Blue Jean Timber Sale Pre-Advertisement Package

## DRAFT PROVISIONS

**A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4**

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Ponderosa Pine & Other	Sawtimber	7,129.00	Ton	8.0	1	8	6.0	10.7
<b>Timber Subject to Agreement C2.11#</b>								
Ponderosa Pine & Other	Sawtimber	unestimated	Ton	8.0	1	8	6.0	10.7
Combined Softwood	Non-saw	unestimated	Ton	8.0	1	16	6.0	N/A
<b>Total Quantity</b>		7,129.00	Ton					

### **C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)**

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
Ponderosa Pine & Other	Sawtimber
Combined Softwood	Non-Saw

that shall be Included Timber upon written agreement.

**Note:** All mandatory units have dead non-saw 8" dbh and greater that is Timber Subject to Agreement. Timber Subject to Agreement (TSA) units 63, 66, & 67 are live sawtimber 8" and greater and dead non-saw 8" dbh and greater. TSA units 71, 72, 73 are all dead non-saw 8" dbh and greater.

### **C2.30# - CUTTING UNIT BOUNDARIES (02/2021)**

Notwithstanding B2.3, the boundaries of cutting units, or portions of cutting units, are identified as shown on the Cutting Unit Boundary Designation Table below and the Sale Area Map.

**Cutting Unit Boundary Designation Table**

Cutting Unit	Paint Color	Designation Method	Description
62, 65, 70	Orange	Marked	A horizontal line and unit number facing into the interior of the cutting unit, with a single vertical line on each side of the tree indicating the direction to the next boundary tree. A stump mark is located at the base of the tree on the downhill side.
59, 60, 61, 62, 64, 65, 68	N/A	Discernable Geo-Fence	Road See Description on previous page
69, 70	N/A	Geo-Fence	See Description on previous page

Timber Subject to Agreement

Cutting Unit	Paint Color	Designation Method	Description
67, 71, 72	N/A	Discernable Geo-Fence	Road See Description on previous page
63, 66, 73	N/A	Geo-Fence	See Description on previous page

Marked boundary trees shall not be cut.

Discernable Boundaries are boundary locations that are readily identifiable features on the ground in locations shown on the Sale Area Map.

A Geo-Fence is a location on the ground corresponding to the boundary location shown on a mobile mapping device using a Global Positioning System (GPS) Receiver using the digital vector file/shapefile named To Be Determined and dated To Be Determined. The digital vector file/shapefile will be provided to the Purchaser by the Forest Service. A digital list of the coordinates can be provided upon request.

Included Timber is located within and not past the boundary as shown on the mobile mapping device using the digital vector file/shapefile listed above. Purchaser is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the true Geo-Fence within the contract tolerance. Allowable contract tolerance is 30 feet.

Forest Service inspection of cutting Included Timber to determine if cutting is within allowable contract tolerance, shall use the digital vector file/shapefile named and dated above using a GPS Receiver with a minimum, tested accuracy in a light-medium canopy of 8.85 feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: <https://www.fs.usda.gov/database/gps/mtdcrept/accuracy/index.htm>. Forest Service determination of boundary location will be final.

As an operational convenience and subject to written agreement by the Forest Service, in advance of marking, Purchaser may mark Geo-Fence boundaries on the ground with Purchaser's non-tracer paint. Boundary trees shall not be identified with paint applied below stump height. Purchaser shall bear all costs associated with painting used to visually identify boundaries. Forest Service will not approve or accept the boundaries identified on the ground by the Purchaser in advance of cutting.

In case of a major disruption in GPS service, or lack of GPS coverage on the Sale Area beyond the control of the Purchaser, as determined by the Contracting Officer, the Purchaser's only remedy shall be Contract Term Adjustment under B8.21. Qualification requirements are described in B8.21. To resolve major disruption of GPS service, or lack of GPS coverage on the Sale Area, the Forest Service may elect to Mark Geo-Fence boundaries on the ground, in which case the Forest Service's determination of boundary location will be final.

Purchaser may request Forest Service Marking of Geo-Fence boundaries on the ground with paint at Purchaser's expense. Approval by the Contracting Officer is subject to agreement on cost under B4.218 Cooperative Deposits and the availability of Forest Service personnel. If Purchaser's request is approved, Forest Service determination of boundary location will be final.

#### **C2.355# - DESIGNATION BY PRESCRIPTION. (07/2022)**

Within Subdivision(s) or cutting unit(s) 59, 60, 61, 62, 64, 65, 68, 69, 70, as shown on Sale Area Map, the following criteria describing the desired end results shall be used by Purchaser to designate trees and other products for cutting and removal that meet Utilization Standards:

(a) **Retain live trees by thinning from below to achieve an average basal area as shown below.**

- Trees less than 8 inches DBH, dead trees and non-coniferous species do not count toward the desired basal area.

**Cutting Unit 59, 60, 61, 62, 65, 68, 69, 70:** 65 square feet per acre.

**Cutting Unit 64:** 70 square feet per acre.

- 1. Retain the best formed, most vigorous and healthiest trees.**
- 2. Species preference for retention: 1. ponderosa pine 2. Douglas-fir 3. lodgepole pine**

**In addition:**

**3. Retain 6 snags per acre equal to or greater than 30 feet tall.**

**4. Retain all live and dead whitebark pine trees.**

(b) Additional trees to be cut, if any, are Marked by Forest Service with N/A tracer paint.

(c) Other trees that shall be left uncut are Marked with N/A tracer paint.

Purchaser is not required to mark cut or leave trees meeting the criteria in (a) in advance of felling.

As an operational convenience and upon approval of the Contracting Officer, Purchaser may mark leave trees and/or cut trees Purchaser identifies in criteria (a). Leave trees may be marked with Purchaser's non-tracer N/A paint. Cut trees may be marked with Purchaser's non-tracer N/A paint. Cut trees shall not be marked with paint applied below stump height. Purchaser shall bear all costs associated with such marking.

Forest Service will not approve or accept Purchaser's tree marking in advance of cutting.

**Note:** The designation method for Timber Subject to Agreement Units 63, 66, & 67, if added by agreement, would follow this provision. The designation method for TSA Unit 71, 72, & 73, if added by agreement, would likely be Designation by Damage Class where all DEAD trees would be removed.

#### **C6.36# - ACCEPTANCE OF WORK (05/2021)**

Upon Purchaser's written request and assurance that cutting to prescription has been completed in a cutting unit in accordance with C2.355#, the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to delay unnecessarily the progress of Purchaser's operations.

Unless otherwise agreed in writing, procedures for inspecting Purchaser cutting under C2.355# are as follows:

Within Cutting Units 59, 60, 61, 62, 64, 65, 68, 69, 70, as shown on the Sale Area Map, the following criteria shall be used by the Forest Service to evaluate compliance and determine if Purchaser's tree selection under C2.355# is acceptable.

A) Purchaser shall provide written notice 5 days prior, excluding weekend and Federal holidays before starting of cutting operations in Cutting Units 59, 60, 61, 62, 64, 65, 68, 69, 70.

B) The Forest Service and the designated Purchaser Representative will meet with the Purchaser's faller(s) at the first Cutting Unit to be cut. The requirements of C2.355# will be reviewed before cutting commences. The Forest Service Sale Administrator and Harvest Inspector, for the first Cutting Unit to be cut, will stay in the immediate vicinity of the work being done for the first 6 hours so prompt feedback can be provided and adjustments in cutting can occur so as not to delay unnecessarily the cutting operations.

C) The Forest Service and the designated Purchaser Representative will conduct ongoing visual inspections to determine compliance with all the criteria in C2.355# and C6.36# so that prompt feedback can be provided and adjustments in cutting can occur. Feedback will be documented in writing on an inspection report which will be acknowledged by signature of the designated Purchaser's Representative. Failure by the Purchaser to follow sound judgement regarding leave tree criteria may result in B9.3 Breach.

D. The Forest Service will conduct a final inspection with acceptance based on compliance to large tree size class per acre, legacy tree retention, Basal Area, and criteria described in C2.355#. Inspection criteria are as follows:

1. Forest Service will use Fixed Plots as the method of determining the large tree size class per acre, legacy tree retention, and basal area. The Fixed Plot will be a 10th acre (37.2 ft.).
2. There will be one plot measured for every 3 acres in a Cutting Unit with a minimum of 4 plots being measured in any individual Cutting Unit. Plot locations will be determined by a computer-generated program that randomly distributes plot locations on the landscape.

a) **The desired end-result for Desirable and Acceptable trees and acceptance range is as follows:**

- o No more than 30% of all the trees measured in an individual unit shall fall outside the compliance range for Leave Tree Factors identified as Desirable IF selected over Acceptable trees.
- o No more than 10% of all the trees measured in and individual unit shall fall outside the compliance range for Leave Tree Factors identified as Acceptable IF selected over Non-desirable trees.

The following table will be used as a guide for determining acceptable leave tree retention characteristics.

Factors	Desirable	Acceptable	Non-Desirable
<b>Species</b>	1. ponderosa pine 2. Douglas-fir	1. ponderosa pine 2. Douglas-fir 3. lodgepole pine	Other
<b>Tree Size Class</b>	<b>Large Tree</b> 20.0 inches DBH and greater	<b>Medium Tree</b> 19.9 to 12.0 inches DBH	<b>Small Tree</b> 11.9 to 8.0 inches DBH
<b>Crown Ratio Percent Live Crown of total tree height</b>	100% to 50%	50% to 30%	Less than 30%
<b>Live Wildlife Snags or Cull Trees</b>	Trees with evidence of excavation or nesting activity	Trees over 20.0 inches having visible extensive dead wood or decay of 1/3 or greater of the total tree. Typical of trees with large catface, dead tops in large ponderosa pine, or trees with past breakage or extensive interior rot occurrence.	N/A
<b>Biotic Factors: Insects &amp; Diseases</b>	NONE	Minor defoliation or signs	Successful bark beetle attacks; defoliation of live crown $\geq$ 50%; significant top-kill; conks on stem indicating rot
<b>Dwarf Mistletoe Rating (DMR)</b>	NONE	DMR 1 - 3 per tree	DMR $\geq$ 4 per tree
<b>Abiotic Factors: Form Defects</b>	NONE	Minor crooks, sweeps, tight forks < 30% of total tree height on dominant or co-dominant tree with good vigor; some weakening of tree	Major (multiple defects on a single tree)

b) The desired end-result for large trees 20.0 inches DBH or greater.

- o Compliance on DBH Range is: + or - 1.0 inches.
- o No more than 20% of all the trees measured, in an individual unit, shall fall outside the compliance range.

c) The desired end-result Basal Area and acceptance range of Basal Area is as follows:

Cutting Unit	Desired End-Result Basal Area (sq. ft. per acre)	Acceptable Range of Basal Area (sq. ft. per acre)
64	70	55 to 90
59, 60, 61, 62, 65, 68, 69, 70	65	50 to 85

- o Basal Area will be calculated for each Cutting Unit individually.
  - o The overall Stand Basal Area score shall be within the acceptable range listed above for each cutting unit.
  - o The overall Stand Basal Area score will be determined using the following formula:  
**Stand Basal Area Score = (sum of BA for plots/total # of plots)**
3. Forest Service will use Visual Surveys as the method of determining snag retention, whitebark pine retention.

a) The desired end-result for snag retention and acceptable range is as follows:

- o Retain 6 snags per acre that are at least 30 feet tall.
- o Snags shall be retained away from roads, boundaries (especially private), and protected improvements or where they pose a safety risk to Purchasers operations.
- o Snags can be live trees that have more than 3 non-desirable characteristics from the table in 2. a) or dead trees.
- o Where available 3 snags 10 - 19.9 inches DBH and 3 snags 20 inches DBH or greater shall be retained for a total of 6 snags per acre.
- o Where 3 snags greater than 20 inches DBH are unavailable, retain 3 trees per acre of the largest trees available in addition to the 3 snags 10 - 19.9 inches DBH for a total of 6 snags per acre.
- o Where possible, retain snags in a mix of clumps as well as individual trees.
- o Number of snags needed per unit will be determined by the following formula: 6 snags x # acres = minimum number of snags.
- o Compliance range is + or - 30%

b) The desired end-result for whitebark pine retention and acceptable range is as follows:

- o No live or dead whitebark pine shall be cut. Purchaser shall notify Forest Service if whitebark pine is encountered. 100% compliance.

**Note:** Timber Subject to Agreement Units 63, 66, & 67, if added by agreement, would follow this provision.

**C6.50# - STREAMSIDE MANAGEMENT ZONE (11/1998)**

Streamside Management Zone Table

Cutting Units	Zone Requirements
ALL	Nothing contained in this provision shall make B6.5 Streamcourse Protection inapplicable. The Forest Service has identified all known streamside management zones on the Sale Area Map, however, due to ongoing changes to the surrounding landscape from wildfire, the discovery of additional hydrologic activity or changes in known streamcourses may occur.  Discovery, by either the Purchaser or Forest Service, of additional hydrologic activity or a change to previously identified SMZs, shall be promptly reported to the other party and special protection measures shall be agreed upon if needed, based on the hydrologic activity and soil burn severity in accordance with the applicable NEPA design features.
59	<b>Intermittent SMZs</b>  No timber harvest or off-road equipment is allowed within 30 feet slope distance either side of the high-water mark.
72 Timber Subject to Agreement	
60, 61, 62, 64, 70	<b>Perennial SMZs</b>  No timber harvest or off-road equipment is allowed within 75 feet slope distance either side of the high-water mark.
66 Timber Subject to Agreement	
ALL	<b>Intermittent and Perennial SMZs</b>  Included timber shall be directionally felled away from SMZs where feasible.  Fuel storage is not permitted.  Refueling or servicing vehicles or equipment shall not take place unless there is no alternative. Forest Service shall approve such sites if no acceptable alternative is available, and a spill containment kit will be on-site during refueling that is sufficient to contain 1.5x the potential fuel spill.  Landings shall be located outside of SMZs.
59	<b>Seeps and Springs</b>  Known seeps and springs are shown on the Sale Area Map, any new discovery, by either the Purchaser or Forest Service, of a seep or spring shall be promptly reported to the other party.  Protection measures will be based upon the zone of influence, identified by the Forest Service, which includes the water feature, and the water influenced vegetation surrounding it. A buffer zone, as identified by the Forest Service, will begin at the outer edge of the zone of influence.  No equipment entry will be allowed within the zone of influence or the buffer zone as determined by the Forest Service. Hand felling and cable yarding will be permitted outside the zone of influence.  Unless otherwise determined by the Forest Service, skidding will not be permitted within 50 feet of the buffer zone.
66, 71, 72 Timber Subject to Agreement	

**C6.825# - SCALING AS PRESENTED - SALES BY LOAD COUNT (5/2023)**

Log Truck Configuration / Conversion Factor Table

Log Truck Configuration	Tons per Load	Maximum Gross Vehicle Weight
5 axle single trailer/bunk	29.65	80,000
7 axle double (2 trailer/bunk)	36.01	80,000
5 axel self loader	23.72	80,000

**NOTE:** Weights are for green loads. Timber Subject to Agreement (TSA) DEAD will be adjusted for dry weight and provided upon agreement for TSA.