

UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
Roseburg District

REPORT

Prescribed Fire Fatality
Blue Hole #6

May 24, 1988

Team Members:

(Lead) Bob Walter

Robert J. Walter
Area Manager, Eugene District BLM

6/10/88
Date

Dave Copelan

Dave Copelan
Fire Management Officer, Tiller R.D. Umpqua N.F.

6/10/88
Date

Paul Stearns

Paul R. Stearns
Safety Officer, Coos Bay District BLM

6-10-88
Date

Dale Pospisil

Dale J. Pospisil
Timber Cruiser Appraiser, Roseburg District BLM

6/10/88
Date

UNITED STATES DEPARTMENT OF INTERIOR

BUREAU OF LAND MANAGEMENT

State - Oregon Incident Date - May 24, 1988
County - Douglas Incident Time - 1320 Hours
District - Roseburg
Area - Drain

Prepared by: Team members - Bob Walter (Area Manager, Eugene District BLM),
Dave Copelan (Fire Management Officer, Tiller R.D. Umpqua N.F.
USFS), Paul Stearns (Safety Officer, Coos Bay District BLM),
Dale Pospisil (Timber Cruiser Appraiser, Roseburg District BLM)

Investigation Report

Investigation Summary

On May 24, 1988, the Roseburg District of the Bureau of Land Management conducted a prescribed burn on Unit #6 of Timber Sale Contract OR100-TS87-8. During this operation, Raymond Clay Hausler, 23, of Fall Creek, Oregon lost his life. The following is a summary of this incident.

Burning was being conducted in accordance with an approved prescribed burning plan under the direction of BLM Burn Boss, Dan Burkhardt. Yoncalla Timber Products, Inc. provided purchaser assistance as required by the Timber Sale Contract through subcontracts with Triple "C" Logging and Hills-We-Brand.

A preburn safety briefing was conducted on the site by the Burn Boss and the Contractors Representative, Bill Forshee.

Lighting began at approximately 1215 hours in the southern most portion of the area west of the 18.1 road. This lighting crew consisted of BLM lighting Boss, Kent Anderson and a crew of four. When lighting had proceeded to the point immediately west of where the unit boundary drops off to the east, another lighting crew consisting of BLM Lighting Boss, Dave Clark and eight others began lighting in a strip below the road. The lighters were spaced about thirty (30) feet apart and were staggered going across the hill. As this crew crossed the main draw in the unit, Raymond Clay Hausler became trapped by the fire and as a result died.

The investigation shows that the most probable cause of this fatal accident was the result of a spot fire located across the draw, below and slightly ahead of the victim. This spot fire along with fire activity in the draw and upper reaches of the unit overtook the victim.

The investigation also shows that the victim was notified by a fellow worker, who was located within thirty (30) feet of him to vacate the area and the victim did not respond in a timely manner.

Dave Clark immediately stopped firing the unit, directed the crew to safety and began to search for Hausler. A hose lay was put down a ridge and the fire cooled down to assist in the search. At approximately 1350 hours, Dave Clark found the victim and notified the Burn Boss. The Douglas County Sheriff's Office and a Search and Rescue Team were dispatched to remove the body.

Details of Investigation

On May 24, 1988 Roseburg District of the Bureau of Land Management conducted a slash burn on Unit #6 of the Blue Hole Timber Sale, located in T. 23 S., R. 6 W., Sections 17 and 20, Douglas County, Oregon. At approximately 1320 hours a fatality occurred as a result of this slash burn. At approximately 1600 hours, Mel Berg, Roseburg District Manager, notified the investigation team and requested that a review convene on May 25, 1988 at 0800 hours, in the Roseburg District BLM Office.

On May 25, 1988 at 0800 hours the investigation team consisting of Bob Walter, Area Manager, Eugene District BLM; Dave Copelan, FMO, USFS Tiller RD, Umpqua NF; Paul Stearns, Safety Manager, Coos Bay District BLM and Dale Pospisil, Timber Cruiser Appraiser, Roseburg District BLM, met at the Roseburg BLM District Office. The team was briefed by Mel Berg and Ed Shepard, Drain Resource Area Manager on the details concerning the incident and on expectations on a final report of investigation.

At approximately 0830 hours the team interviewed Dan Burkhardt, BLM Burn Boss for Blue Hole Unit #6. Burkhardt stated that he arrived at Blue Hole Unit #6 at approximately 1000 hours, May 24, 1988 and that at 1030 hours he reviewed the lighting plan, took weather and decided that the unit was in prescription; that at 1130 hours the Hills-We-Brand crew arrived at the unit along with BLM employees Dave Clark and Kent Anderson; that they reviewed and agreed on the unit lighting sequence and conducted a safety briefing with all personnel involved; that at approximately 1215 hours the lighting of the west portion of the unit started; that the east lighting crew started ignition once the west crew became even with them; and that between this time and 1300 hours, all burning appeared to be progressing well and as planned; that at approximately 1300 hours he drove to the road junction at the top of the unit, refilled drip torches, and while enroute back to the NE corner of the unit that he received a radio transmission from Clark stating that "a man was lost and that he had directed that the lighting be stopped and that the crew come out of the unit to safety"; that he remained on the main road above the unit and that he directed the search operations, and maintained radio contact with District Office. Burkhardt concluded by stating that he was a qualified Burn Boss with twelve (12) years experience and that he is ICS qualified Division Group Supervisor. (See Appendix III-A and IV-A.)

At approximately 0915 hours the team interviewed Dave Clark, BLM Lighting Boss for Blue Hole Unit #6. Clark stated that he arrived at Blue Hole Unit #6 on

May 24, 1988 at approximately 1130 hours; that he attended a safety briefing conducted by Burkhardt and Bill Forshee; that he was assigned the east side of the unit as lighting boss and that he was assigned eight (8) contractor lighters; that said he lined out the contractor's crew in an order that placed inexperienced people between experienced people and that he put the contractor's radio in the middle of the crew with Michael Delworth; that at approximately 1225 hours he was instructed by Burkhardt to start lighting and that upon arriving at the first draw he informed the entire crew to stop lighting and to start lighting again once they crossed the draw; that he repeated this direction upon arriving at the second draw; that at approximately 1320 hours he was contacted verbally by Delworth that a man was caught in the fire behind and below him; and at that time he (Clark) directed the crew to stop lighting and instructed them to get out of the unit; that he observed fire coming up out of the draw onto the ridge; that he notified Burkhardt that a man was missing, that he immediately proceeded down to the second draw in search of the victim and that he observed a hose lay being installed to put the burn out in support of his search; that at approximately 1350 hours he located the victim's drip torch approximately one-hundred (100) feet on the ridge above the second draw and located the victim approximately fifty (50) feet up out of the draw. Clark concluded by stating that he was a qualified lighting boss and that he had fifteen (15) years wildfire experience. (See Appendix I-E & F; II-B; III-B & IV-B.)

At approximately 1045 hours the Investigation Team, Shepard, Burkhardt, Clark and Glen Lahti of BLM departed Roseburg District Office and arrived at Blue Hole Unit #6 at approximately 1230 hours. Upon arrival the team reviewed the sequence of events, observed the fatality site and reconstructed the position of lighters at the time of the incident. Blue flagging was placed at the following locations; the site of the fatality; the position where the victims drip torch was found; and at the position of the known lighters, particularly Michael Alsup and Mike Delworth who were directly above and below Hausler. Photo's were taken as were all pertinent measurements. (See Appendix I-D & E; II-A, B & C.)

At approximately 1600 hours the team interviewed Michael Alsup at the Blue Hole Unit #6 location. Alsup stated; that he works for Hills-We-Brand; that he arrived at the Blue Hole #6 unit on May 24, 1988 at approximately 1130 hours; that he attended a safety briefing but couldn't recall what was presented; that he was third lighter from the bottom, just below Hausler; that he was approximately thirty (30) feet down and forty (40) feet behind Hausler; that he had good verbal and visual contact with Hausler; that he did not light going into, through or beyond the second draw as a result of the heat that he was experiencing from behind; that he observed spotting in the area where he thought Hausler should have been. (See Appendix I-E, II-A and III-E.)

At approximately 1720 hours the team interviewed Michael Delworth at the Blue Hole Unit #6 location. Delworth stated that; he works for Hills-We-Brand; that he arrived at Blue Hole #6 between 1000 and 1100 hours on May 24, 1988; that he attended a safety briefing; that he was located fifth (5) in the lighting sequence immediately above Hausler fifteen (15) to twenty (20) feet and that he had good verbal contact with Hausler; that he had a contractors radio in his possession and that he had radio contact with Bill Forshee; that the last time he observed Hausler he was coming out of the second draw and he observed a spot fire located slightly ahead and below Hausler; that he was

approximately thirty (30) feet from Hausler; that he communicated to Hausler to "hurry up"; that he instructed Hausler to go down and that Hausler appeared to be confused. (See Appendix I-E; II-A, B, C & D and III-F 1. and 2.)

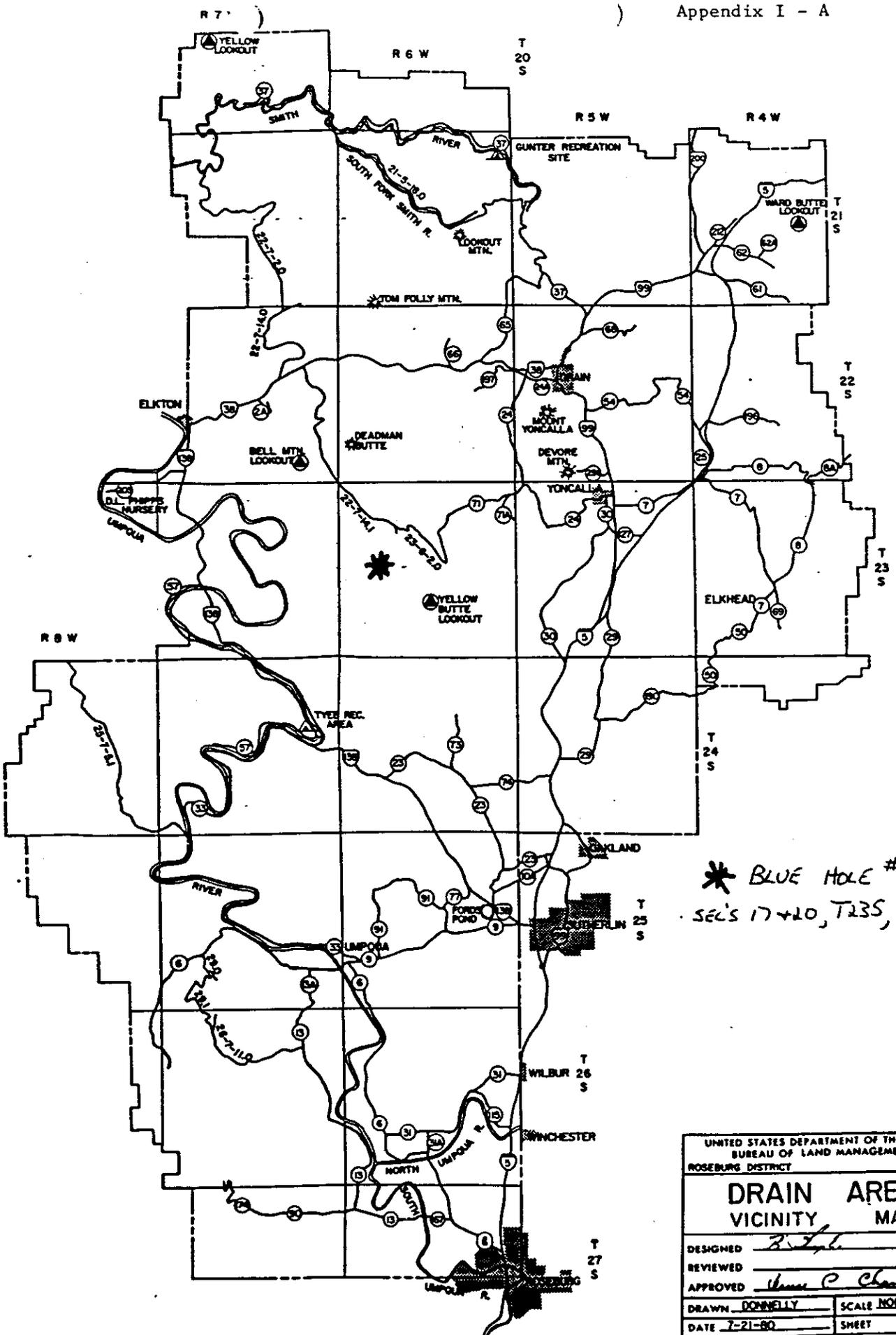
On May 26, 1988 at approximately 1215 hours the team interviewed Bill Forshee at the Blue Hole Unit #6 location. Forshee stated that he was sole owner of Triple C Logging; that he was representing Yoncalla Timber Products, Inc. on the date of the incident as a subcontractor; that he arrived at Blue Hole #6 unit at approximately 1030 hours on May 24, 1988; that he attended a safety briefing; that he remained above the unit on the road during the lighting operations; that at approximately 1322 hours he was contacted by Delworth on the radio that he had lost a man. (See Appendix III-H.)

At approximately 1250 hours the team interviewed Greg Hildebrand at Blue Hole Unit #6 location. Hildebrand stated; that he is the owner of Hills-We-Brand; that he was located on the Ridgon Ranger District, Forest Service, Unit #14 of the Slap Jack Sale at the time and date of this incident; that he hired Hausler on May 23, 1988 in Eugene, Oregon and that Hausler was in his employment at the time of the incident; that he observed a fire training certificate belonging to Hausler and he thought it had originated from the Mt. Hood Job Corp. (See Appendix III-G and IV-D.)

At approximately 1330 hours the team along with Alsup and Delworth proceeded to the incident site and confirmed the previous day, fatality location, locations of the lighters, and verified measurements taken the day before. Additional photographs of the site were taken. (See Appendix I-D, E & F and II-A, B & C.)

On May 31, 1988 at approximately 1650 hours team leader Bob Walter interviewed Ray Little an employee of Hills-We-Brand. The interview took place at a campsite in the Blue River Reservoir Area, in Oregon. Little stated; that upon arrival at the Blue Hole #6 unit on the day of the incident, he attended a safety briefing prior to the lighting of the unit; that he was the last lighter in the lighting sequence on the eastside of the unit; that he heard Delworth yelling, "get out of there Ray, get out of there", at which time he blew out his torch, crossed the second draw and proceeded up toward Delworth and informed him that "I'm right here, I'm right here". In response Delworth informed him that he was talking to Hausler. (See Appendix I-D & E and III-I.)

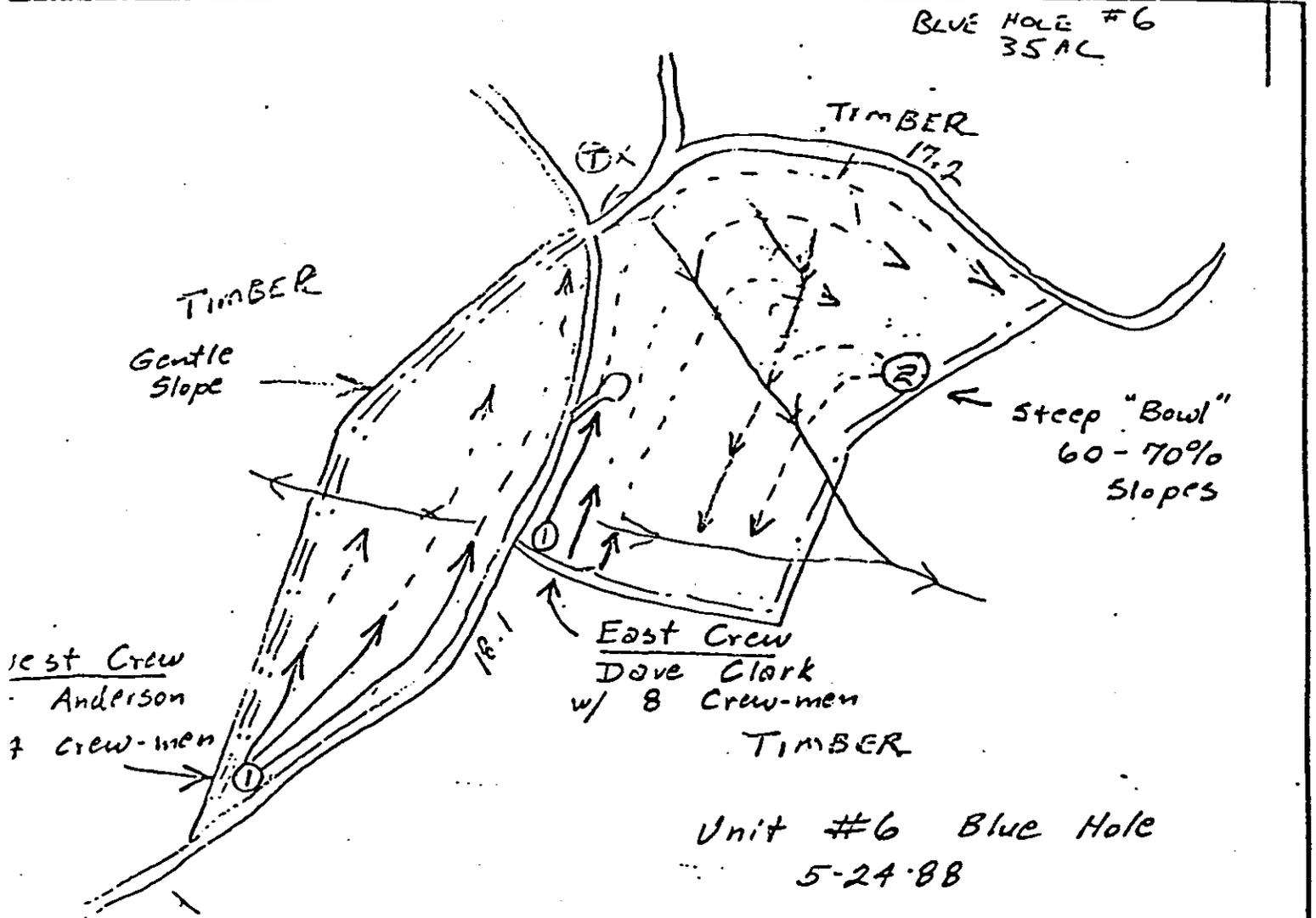
On June 1, 1988 Timber Lake Job Corp of the Mt. Hood National Forest was called and all of Hausler's training and experience records were requested. (See Appendix IV-D.)



* BLUE HOLE #6
 SEC'S 17+20, T23S, R6W

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ROSEBURG DISTRICT OREGON	
DRAIN AREA VICINITY MAP	
DESIGNED <i>R. L. Lyle</i>	
REVIEWED _____	
APPROVED <i>James P. Chamberlain</i>	
DRAWN <u>DONNELLY</u>	SCALE <u>NONE</u>
DATE <u>7-21-80</u>	SHEET _____
DRAWING NO _____	

- | | | | |
|-------|-----------------------|----|--------------------------|
| ② | FIRING SEQUENCE | Ⓜ | HEAVY FUEL CONCENTRATION |
| -- | HAND LINE | () | RIDGE |
| --- | MACHINE LINE |) | DRAW |
| | HOSELAY | ~ | STREAM |
| X | HOLDING CREW | ∩ | CHUTE |
| Ⓣ | TANKERS | ∩ | HEADWALL |
| Ⓟ | PUMP | ~ | BUFFER |
| ⓕ | FOLDATANK | * | WILDLIFE SNAG |
| | REPRODUCTION | Ⓜ | HANDPILE |
| ~~~~~ | OLD GROWTH | Ⓜ | MACHINE PILE |
| ===== | SURFACED ROAD | ⓧ | DECK |
| ----- | PRIMITIVE ROAD | Ⓜ | SUMP |
| ⓐ | CRITICAL HOLDING AREA | Ⓜ | HELI-SPOT |
- SHOW NAME OF ADJACENT FUELS (Reprod., Brush, etc.)



Unit #6 Blue Hole
5-24-88

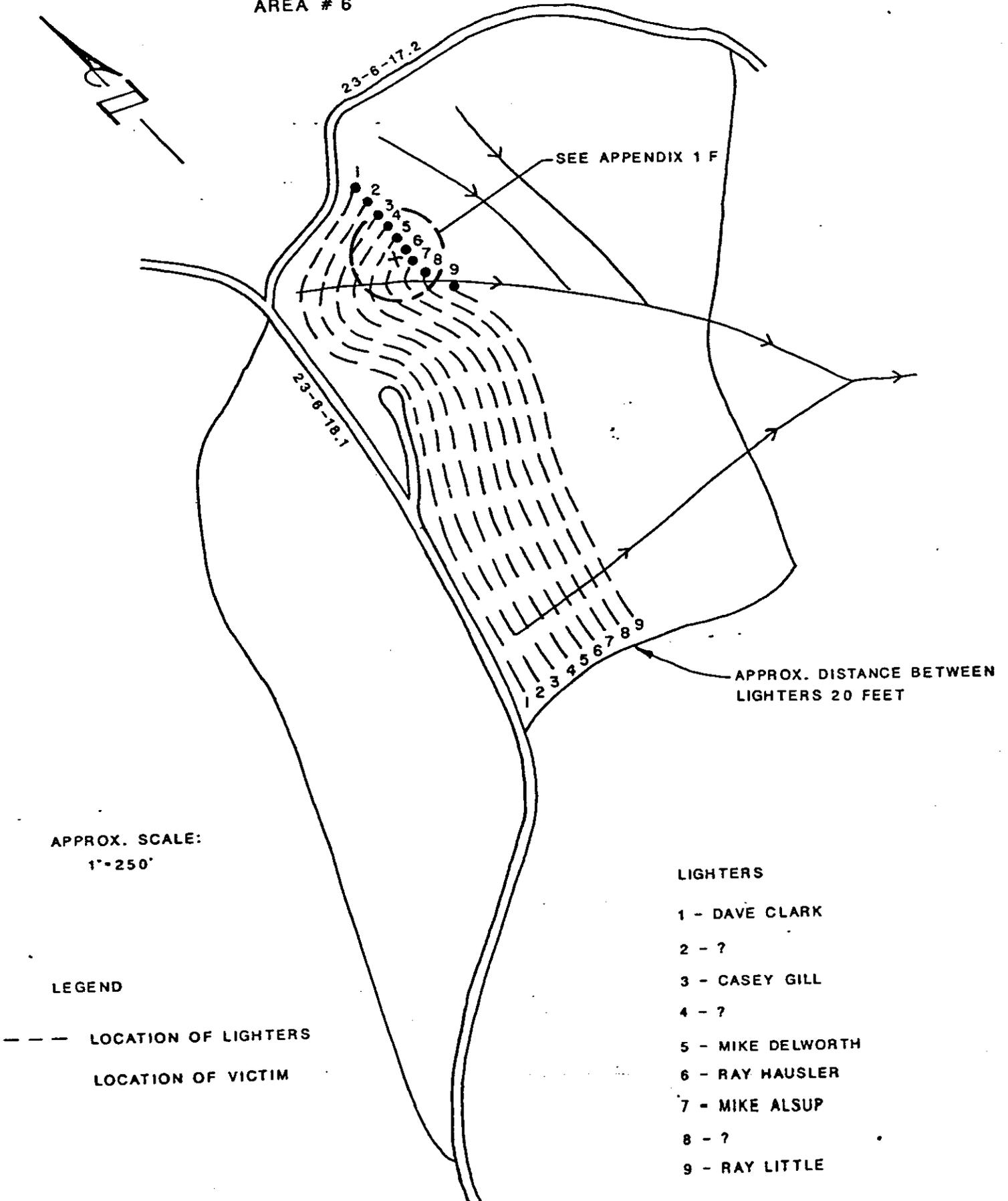
Lighting Plan

1" = ± 400'

Map #1

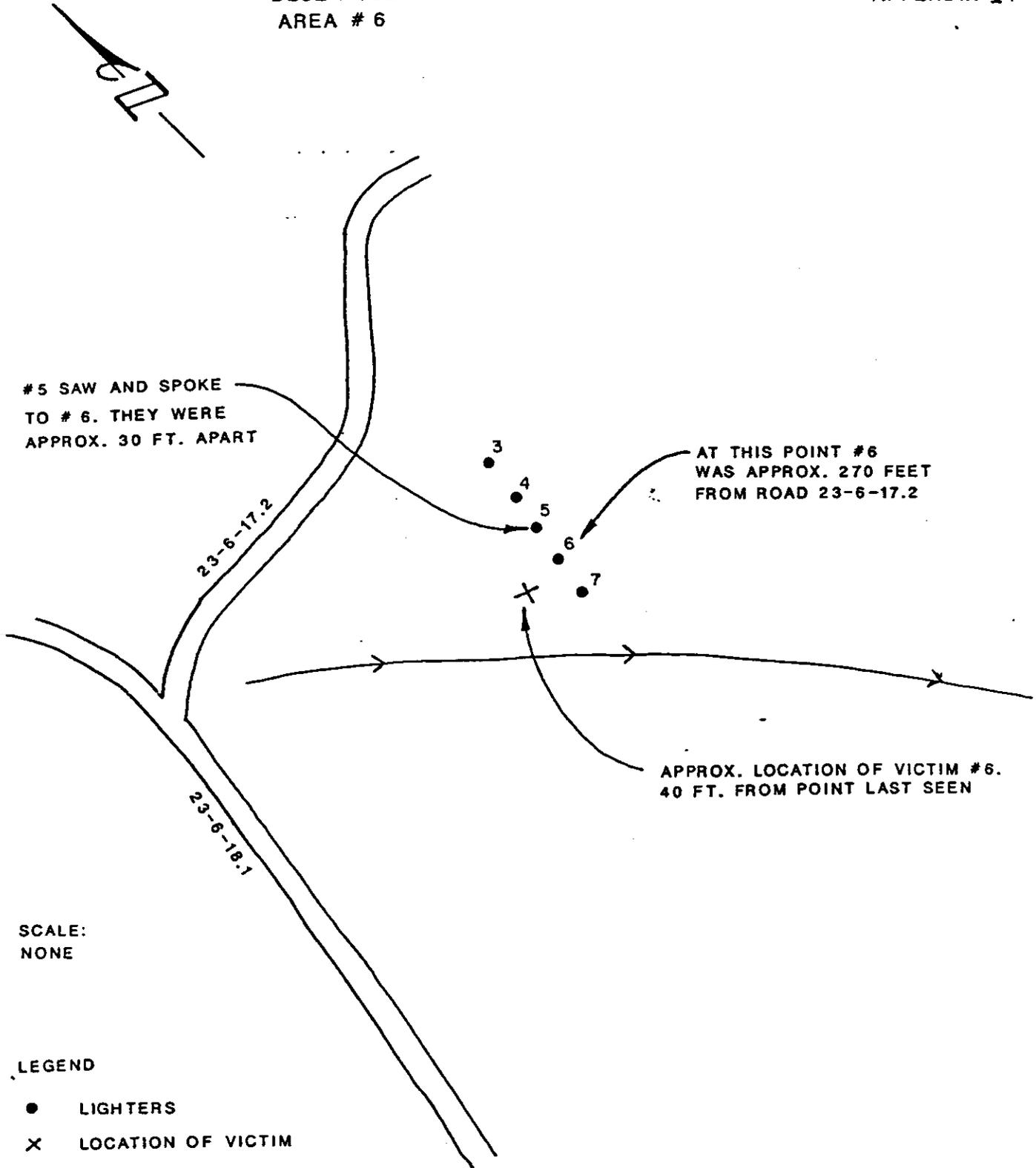
BLUE HOLE
AREA # 6

APPENDIX I E

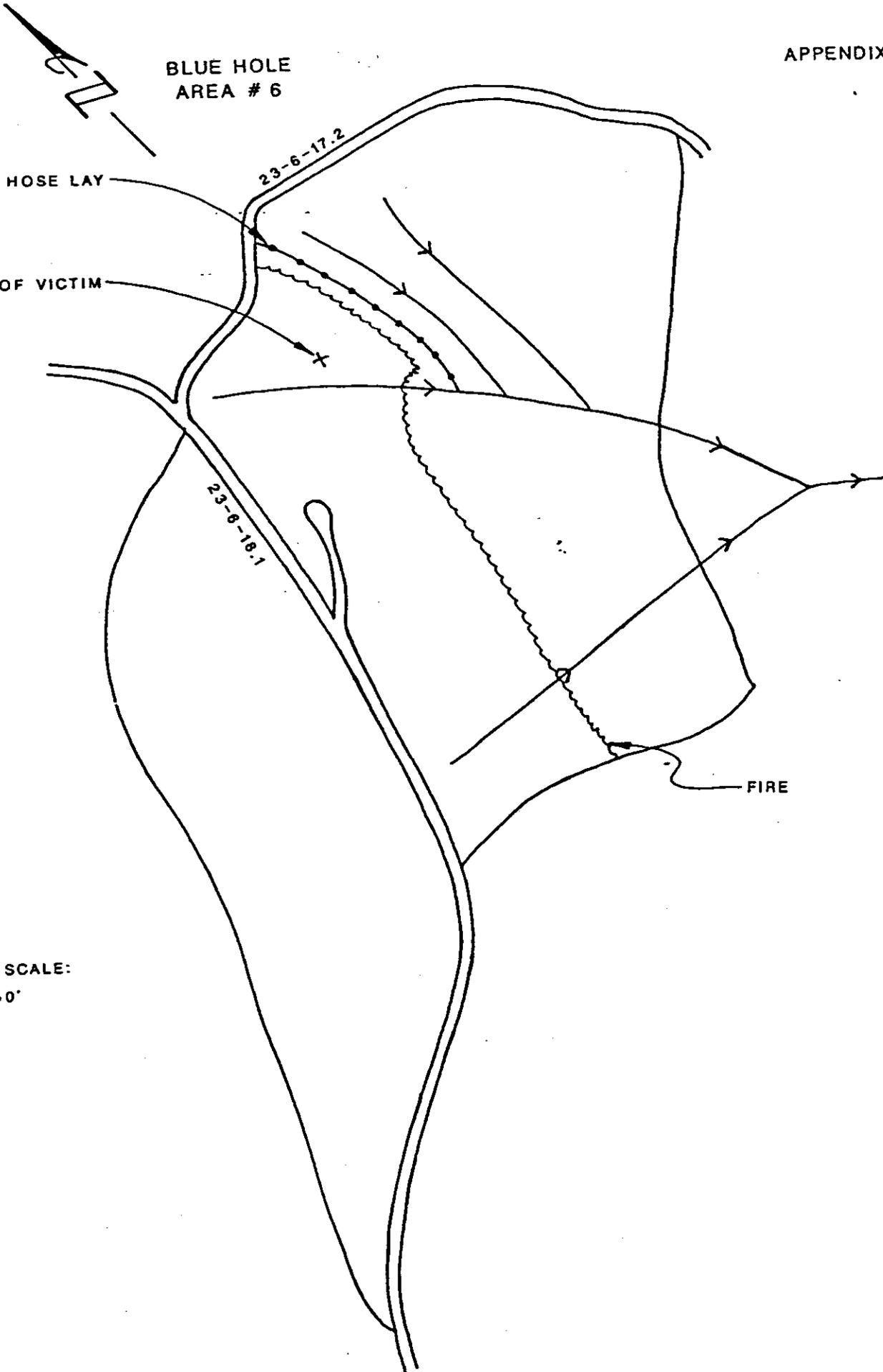


BLUE HOLE
AREA # 6

APPENDIX I F



BLUE HOLE
AREA # 6



HOSE LAY

LOCATION OF VICTIM

23-6-17.2

23-8-18.1

FIRE

APPROX. SCALE:
1"=250'

OREGON STATE MEDICAL EXAMINER'S REPORT

Douglas
COUNTY

May 31, 1988
DATE OF REPORT

DECEASED—NAME	OCCUPATION	BIRTH DATE	I M SEX F
Hausler, Raymond Clay		01-02-65	Male
DIED AT (DOA)—ADDRESS		TIME	DATE
Yellow Butte (T23-R6-SEC. 17) 7 air miles SW of Yoncalla, Or.		1320	5-24-88
STRICKEN AT—ADDRESS		TIME	DATE
Same			
DECEASED—HOME ADDRESS		PHONE	
38403 Jasper Lowell Rd., Fall Creek, Oreg			
INFORMANT OR RELATIVE—NAME	ADDRESS		
McIntyre, Charlotte (Sister)	Vacaville, Ca. (707) 446-1222		

HISTORY AND SCENE DESCRIPTION:

This is a 23 year old male that was burned to death while lighting spot fires. According to the sheriff's office report the deceased and 8 other people were burning a unit. They were spread out from the top to the bottom of the unit and moving East to West. According to David Clark the "firing boss", the wind had been blowing from East to West at the time of the accident. They were moving into a draw when the fire began getting pretty hot and the wind caused the fire to jump ahead of the crew onto the opposite side of the draw. The crew started evacuating and when they grouped, Hausler was missing. A crewman, Michael Delworth, stated that he was working next to Hausler and slightly above when the fire jumped. He stated that there was a fire above him on the other draw and slightly below him. He stated that Hausler must have panicked, become confused and ran back into the main fire. This was only the 2nd day Hausler had done this type of work. Foul play has been ruled out by the sherrif's office.

	To	Int		To	Int
ADM			ADM		
Asst ADM			ADM		
Resrse			PAEC		
PIO			Safety		
Received Roseburg		JUN 09 1988		BLM ORE	
Dillard			Ump		
Drain	✓		Sump		

DESCRIPTION: WEIGHT CLOTHED PARTIALLY CLOTHED NIGHT CLOTHES NUDE

REMARKS: (MENTION RIGOR, LIVOR AND BODY TEMPERATURE IF PERTINENT)

This is the mostly cremated remains of a 23 year old male. He was reported to have been 66" tall, 120 lbs, with brown hair and brown eyes.

SMOKING: YES NO IN TRAFFIC: AUTO TRUCK CYCLE
CARBON MONOXIDE: YES NO AUTOPSY: YES NO DRIVER PASSENGER PEDESTRIAN

MODE OF DEATH

Asphyxiation due to smoke and carbon monoxide

CONTRIBUTING CAUSE:

MODE OF DEATH:

NATURAL CAUSES ACCIDENT
SUICIDE UNDETERMINED
HOMICIDE PENDING

USUAL HOME—NAME AND CITY
Chapel of the Firs

REMARKS:

[Signature]
MEDICAL EXAMINER

Appendix

I. Maps

- A. Vicinity Map (Roseburg to incident site).
- B. Timber Sale Map (Exhibit A, OR-100-TS87-8).
- C. Burn Plan Map (original lighting sequence).
- D. Burn Plan Map (actual lighting sequence).
- E. Location of Lighters Map (names).
- F. Map showing measurement.
- G. Action taken after incident, map.

II. Photos

- A. Site photo (line of lighters & incident site).
- B. Incident Area (photographed from below & shows draws).
- C. Incident Area (photographed from above).
- D. Delworth's location at last sighting of Hausler.
- E. Aerial Photo (Blue Hole T.S.#6).

III. Witness Statements

- A. Dan Burkhardt, BLM, Burn Boss.
- B. Dave Clark, BLM, Lighting Boss.
- C. Kent A. Anderson, BLM, Lighting Boss.
- D. Ed Shepard, BLM, Drain Resource Area Manager.
- E. Michael Alsup, Hills-We-Brand, Lighting Crew.
- F.1 Michael John Delworth, Hills-We-Brand, Lighting Crew.
- .2 Michael John Delworth, Hills-We-Brand
- G. Gregory James Hildebrand, Hills-We-Brand, Owner.
- H. Bill Forshee, Triple C Logging, Owner.
- I. Raymond Little, Hills-We-Brand, Lighting Crew.

IV. Qualifications & Experience Records

- A. Dan Burkhardt, BLM.
- B. Dave Clark, BLM.
- C. Kent A. Anderson, BLM.
- D. Raymond Clay Hausler.

V. Other Agency Reports

- A. Coroners Report, Douglas County.
- B. Death Certificate.
- C. Investigation Report, Douglas County Sheriff.
- D. APD Report, State of Oregon.

VI. Contract and Plan

- A. Timber Sale Contract - Blue Hole TS, BLM Contract OR100-TS87-8, Yoncalla Timber Products, Inc.
- B. Burn Plan, Drain Resource Area.

Appendix (cont'd)

VII. Misc. Documents

- A. Radio Log, BLM.
- B. Investigation Team Log.
- C. List of Hills-We-Brand Employees.
- D. Weather Sheet, 5/24/88.
- E. Oregon Smoke Management Form.



Department of Insurance and Finance
ACCIDENT PREVENTION DIVISION
 LABOR AND INDUSTRIES BUILDING, SALEM, OREGON 97310

Asst. Dir.	ADM	
Director	P&EC	
PIO	Safety	
Received Roseburg	JUL 06 1988	CLM ORE
Dillard	N. Ump	
Dray	S. Ump	
	Ln/Files	

CITATION

Dear Employer:

In the interest of assuring a safe and healthful workplace and reducing the injuries and illnesses to your employes within the State of Oregon, the Accident Prevention Division recently conducted an inspection of a workplace under your control. During this inspection certain violations of the Oregon Safe Employment Act, and certain health and/or safety rules were found.

This citation lists the violations and sets a date by which the violations must be corrected. If you are not able to correct the violations by the correction date, you may apply for an extension of the compliance date by following the instructions on the back of this page.

The laws and rules of the Oregon Safe Employment Act require that under certain conditions violations of the safety and health rules be assessed a civil penalty. If penalties have been assessed on this citation, they have been computed in conformity with Oregon Administrative Rules, Division 46.

If you wish to appeal this citation, you must file your request for hearing within 20 days as outlined on the back of this page.

If you wish to discuss this citation, please feel free to call the Accident Prevention Division Manager at the local office in your area:

Portland West	229-5910	Salem	378-3274	Medford	776-6030
Portland East	257-4302	Eugene	686-7562	Bend	388-6066

We hope that through the continued cooperation between employers, employes and the Accident Prevention Division, injuries and illnesses to the work force in Oregon can be reduced.

John A. Pompei
 Administrator
 Accident Prevention Division
 (503) 378-3272

**SEE REVERSE SIDE OF THIS LETTER FOR WHERE AND WHEN TO
 POST THIS CITATION AND FOR EMPLOYER AND EMPLOYEE
 RIGHTS AND RESPONSIBILITIES**

COPY

EMPLOYER'S APPEAL RIGHTS

You may appeal any violation, penalty, or correction date on this citation. Your appeal must be in writing, be signed, and include your name, address, telephone number, citation report number, date received and specify each item appealed and the reason for the appeal. The appeal should also indicate whether an informal conference is desired to discuss and possibly resolve informally the appealed items. The appeal must be received by the Department within 20 days of your receipt of the citation. If you do not appeal, this citation becomes a final order of the Department of Insurance and Finance. Send your appeal to: Workers' Compensation Board, Safety Hearings Supervisor, 480 Church Street SE, Salem, Oregon 97310.

IMPORTANT NOTE: APPEALING A SERIOUS VIOLATION OR THE REASONABLENESS OF THE CORRECTION DATE DOES NOT AUTOMATICALLY STAY THE CORRECTION DATE. THE EMPLOYER MAY REQUEST THAT THE WORKERS' COMPENSATION BOARD HEARINGS DIVISION, FOR GOOD CAUSE, ISSUE A STAY OF THE CORRECTION ORDER PENDING DISPOSITION OF THE CASE (OAR 438-85-326 (2)).

POSTING

THE LAW REQUIRES THAT A COPY OF THIS CITATION BE PROMPTLY POSTED IN A CONSPICUOUS MANNER ABOUT YOUR WORKPLACE AND IN A SUFFICIENT NUMBER OF PLACES TO INFORM YOUR EMPLOYEES OF THE FACTS. IT SHALL BE PROMINENTLY POSTED FOR A PERIOD OF 3 DAYS OR UNTIL THE VIOLATION IS CORRECTED, WHICHEVER OCCURS LAST.

RIGHTS OF EMPLOYEES

Any employe or representative of employes who believes that any period of time fixed in this citation for the correction of alleged violations is unreasonable has the right to request a hearing by submitting a letter to the Workers' Compensation Board, Safety Hearings Supervisor, 480 Church Street SE, Salem, Oregon 97310, within 20 days of your employer's receipt of this citation.

APPLICATION FOR EXTENSION OF CORRECTION DATE

- (1) An employer may apply for an extension of the date for correcting a violation.
- (2) An application for extension of correction date shall be in writing to the Accident Prevention Division, Labor and Industries Building, Salem, Oregon 97310, or received by any office of the Department.
- (3) The application for extension must include:
 - (a) The name and address of the employer;
 - (b) The location of the place of employment;
 - (c) The citation report number;
 - (d) The number of the violation for which the extension is sought;
 - (e) The reason for the request;
 - (f) Facts which show that the employer has made an effort to correct the violation by the date set for correction, but was unable to do so because of factors beyond the employer's control;
 - (g) All available interim steps being taken to safeguard employes against the cited hazard during the requested extended correction period;
 - (h) The date by which the employer proposes to complete the correction; and
 - (i) A statement that a copy of the request for extension has been posted as required by OAR 436-46-275(2)(d) and (h) or for at least 10 days, whichever is longer, and, if appropriate, served on the authorized representative of affected employes, and certification of the date upon which such posting or service was made.

The application shall be postmarked or received by the Department no later than the correction date of the violation for which the extension is requested.

CITATION AND NOTICE OF PENALTY

THE STATE OF OREGON, DEPARTMENT OF INSURANCE
 ANCE, ACCIDENT PREVENTION DIVISION
 Labor and Industries Building, Salem, Oregon, 97310

- (2) Employer ID No.: 9011354-000
- (3) Inspection Date: 05/26/88-06/17/88
- (4) Date Issued: 07-01-88
- (5) Inspection Site:
 BLUE HOLE UNIT NUMBER 6
 APPROXIMATELY 7 AIR MILES SW OF
 YONCALLA OR 97499
- (6) APD Report No.: 105219125(16)
- (7) Citation Optional
 Report No.: C0851-104-88

In the Matter of the violation of)
 the OREGON SAFE EMPLOYMENT ACT)
 By: GREG HILDERBRAND)
 dba Hills-We-Brand

(1)
 To: GREG HILDERBRAND
 dba Hills-We-Brand
 PO BOX 600
 OAKRIDGE OR 97463

NOTE: Please include the Citation
 Optional Report Number (Block 7) in all
 correspondence related to this inspection.

Item No.	Violation Class	Date Correction Required	Penalty
<p>The following violations of the Oregon Safe Employment Act were revealed during an investigation of accident which occurred on May 24, 1988, approximately 1:20 p.m.</p>			
	<p>Standard Violated: OAR437-40-030(1) Description of Violation: The employer did not see that workers were properly instructed and supervised in the safe process of reforestation preparation (slash burning); located Blue hole unit number six, southwest of Yoncalla, Oregon.</p>	<p>SERIOUS IMME- DIATELY UPON RECEIPT</p>	<p>\$ 2,500.00</p>
<p>The following alleged violation(s) were observed during the accident investigation but were not related to the accident.</p>			
1-2.	<p>Standard Violated: OAR437-57-213 Description of Violation: Materials were being transported without the driver and/or workers being protected from the materials by adequate partitions and/or proper security of loads. (a) The Ford Panel, Oregon licenses NML674. There were chain saws, grub hoes, metal fire suppression cans; located at Blue Hole unit number six of Yoncalla, Oregon.</p>	<p>SERIOUS 07-08-88</p>	<p>\$ 105.00</p>

CITATION AND NOTICE OF PENALTY

LDERBRAND
Is-We-Brand

Employer: 9011354-000
APD Report No.: 105219125(16)
Citation Optional
Report No.: C0851-104-88

Item No.	Violation Class	Date Correction Required	Penalty
1-3.	SERIOUS	IMME- DIATELY UPON RECEIPT	\$ 350.00
Standard Violated: OAR437-50-040(1) Description of Violation: Defective footwear, and/or footwear which is ineffective in preventing or limiting injury was worn where workers were exposed to conditions which could cause foot injuries. (a) Three employes wearing tennis type shoes while slash burning; located at Blue Hole unit number six, southwest of Yoncalla, Oregon.			
2-4.	GENERAL	IMME- DIATELY UPON RECEIPT	\$ 150.00
Standard Violated: OAR436-46-052(1) Description of Violation: An oral or written report of an occupational fatality was not made within 24 hours after the occurrence to the Accident Prevention Division Administrator or his representative.			
2-5.	GENERAL	IMME- DIATELY UPON RECEIPT	\$ 0.00
Standard Violated: OAR437-127-030(3) Description of Violation: All employes were not knowledgeable concerning the emergency medical plan, located at Blue Hole unit number six, to ensure the rapid provision of medical care to employes.			
2-6.	GENERAL	08-22-88	\$ 0.00
Standard Violated: OAR437-127-020(1) Description of Violation: A qualified first aid person was not available to ensure that the emergency medical plan is carried out. (a) Located at Blue Hole sale.			

COPY

ON AND NOTICE OF PENALTY

HILDERBRAND
dba Hills-We-Brand

Employer: 9011354-000
APD Report No.: 105219125(16)
Citation Optional
Report No.: C0851-104-88

Item No.	Violation Class	Date Correction Required	Penalty
2-7.	GENERAL	IMME- DIATELY UPON RECEIPT	\$ 0.00
Standard Violated: OAR437-127-015(1) Description of Violation: The following minimum first aid supplies were not in proximity to all employes. (a) Stretcher and blanket were missing; located Blue Hole unit number six.			

cc: Ed Shepard
Roseburg District BLM
Drain Resource Area
17 NW Garden Valley Blvd
Roseburg, Oregon 97470

4019Y/alb

 * Total Penalty for *
 * This Citation: \$ 3,105.00 *

COPY

District

S450-3
July 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Advertised
No. OR-100-TS87-8
Blue Hole O&C & PD

CONTRACT FOR THE SALE OF TIMBER
LUMP SUM SALE

mc rlb

DEC 3 1986

THIS CONTRACT is made and entered into the day of DEC 3 1986, 1986, under the authority of the Act of August 28, 1937, (50 Stat. 874), as amended, (43 U.S.C. 1181a-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947, (61 Stat. 681), as amended, (30 U.S.C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management, and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called the Government, acting through the Bureau of Land Management, and YONCALLA TIMBER PRODUCTS, INC., a corporation,

of P. O. Box 87, Dexter, OR 97431

hereinafter called the Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. *Timber Sold.* The Government hereby sells to the Purchaser and the Purchaser hereby buys from the Government, under the terms and conditions of this contract, all timber, except that reserved to the Government under Sec. 40 of this contract, within the area designated by the Government, comprising contract area* and situated in the County of Douglas, State of Oregon, and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISION(s)
23 South	6 West	7	Lots 6, 9, 10, 11, 12, 13, 14, 15, & 20
23 South	6 West	17	Lots 3, 5, 6, 7, 10, 11, 14, & 15
23 South	6 West	20	Lots 2 & 7
South	6 West	21	Lot 13
South	6 West	29	Lots 17 & 18

Sec. 2. *Total Purchase Price* — Purchaser agrees to pay Government, as the total purchase price for the timber sold hereunder, the sum of FOUR HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FOUR and eighty-five/100 dollars (\$ 493,204.85); *Provided, however,* that such total purchase price may be adjusted in accordance with Secs. 6, 7, 8, 9, 19, 20, or 41 of this contract.

Sec. 3. *Payment*

(a) Payment under this contract shall be made as set forth in this section. No timber may be cut or removed until the required payments have been made. Purchaser shall continue to make such payments until the total purchase price has been paid.

(b) Unless total purchase price is paid on or before the date this contract is signed by the Authorized Officer, payments shall be made in installment of not less than FIFTY THOUSAND and no/100 dollars (\$ 50,000.00) as follows: (1) A deposit equal to one half of an installment shall be paid on or before the date this contract is signed by the Authorized Officer and shall be held to satisfy the final payment due under this contract; (2) except as provided by subsections (c) and (d) of this section, the first installment shall be paid prior to the cutting or removal of any timber sold under this contract. Each subsequent installment shall be due and payable without notice when the value of the timber cut or removed equals the sum of all payments not including the deposit. *Provided, however,* that in the case of all contracts with a 3-year term, the purchaser shall be required by the second anniversary date to either (1) pay no less than 40 percent of the total purchase price or (2) complete road construction required under the contract the value of which when combined with contract payments is equal to no less than 40 percent of the total purchase price.

(c) If Purchaser increases its performance bond as permitted by Sec. 38(b), cutting timber of a value not in excess of the increase in value of such bond may be permitted prior to the payment of the first installment or subsequent installments. *Provided, however,* that no timber may be skidded or yarded to a loading point or removed from the contract area prior to payment of any installment which, but for provisions of this subsection, would otherwise be due under the provisions of Sec. 3(b).

(d) If Purchaser provides a payment bond, as permitted by Sec. 38(d), cutting and/or removal of timber of a value not in excess of the penal sum of such bond may be permitted prior to the payment of the first installment or subsequent installments. Unless a shorter period is agreed to by Purchaser and Government, Government shall bill Purchaser monthly for timber skidded or yarded to a loading point or removed from the contract area. Such billing shall include any amount due for related road maintenance fees. Purchaser shall make payment within fifteen (15) days of the billing date shown on the billing form.

(e) For the purpose of determining (1) when payments are due or (2) the value of timber subject to any special bonding provisions, Government shall calculate the value of timber in accordance with the provisions of Exhibit B, which is attached hereto and made a part hereof.

(f) Purchaser shall pay the total purchase price not later than the expiration of time for cutting and removal as set forth in Sec. 4. Purchaser shall make all payments at a depository as designated by the Authorized Officer in cash, or by money order, bank draft, check or electronic transfer made payable to the Bureau of Land Management.

(g) For any payments or other charge not paid when due, interest shall accrue on the amount due at the interest rate published quarterly by the Department of the Treasury in TFRM 6-8020-20, beginning fifteen (15) calendar days after the billing date shown on the billing form. If payment has not been received within ninety (90) days from the date the payment was due from the Purchaser, administrative handling charges, administrative penalties and penalty interest shall be assessed in accordance with the Debt Collection Act of 1982 (96 Stat. 1749) or any amendment thereof.

Sec. 4. *Time for Cutting and Removal* — Except as otherwise provided in this contract, Purchaser may begin cutting and removing timber sold under this contract on the date this contract is signed by the Authorized Officer. Purchaser's right to cut and remove such timber shall expire thirty-six months

after such date; *Provided, however,* extensions of time may be granted as provided in Sec. 9. (36) month

*General location of contract area is shown on map marked Exhibit A which is attached hereto and made a part hereof.

Definitions

Authorized Officer — any employee of the Bureau of Land Management to whom has been delegated the authority to take action in connection with this contract

(b) **Contracting Officer** — The Bureau of Land Management official who would have authority to execute this contract.

(c) **Timber** — standing trees, downed trees, logs, or portions thereof, which are capable of being measured in board feet.

(d) **Loading point** — any landing or other area in which logs are capable of being loaded for transportation out of the contract area; *Provided, however, that right-of-way timber which has been cut shall not be considered to be at a loading point until such time as logs from the right-of-way are actually transported from that portion of the right-of-way.*

Sec. 6. Inspection of Timber and Disclaimer of Warranty

(a) Purchaser warrants that this contract is accepted and executed on the basis of its examination and inspection of the timber sold under this contract and its opinion of the value thereof.

(b) Government expressly disclaims any warranty of fitness of the timber for any purpose; all timber sold hereunder is accepted *As Is* without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the timber sold hereunder is expressly disclaimed by Government. Refund to or recovery by Purchaser for failure of title to any timber sold hereunder shall not exceed the value of such timber computed at prices per unit for species involved as set forth in *Exhibit B*.

Sec. 7. Passage of Title and Risk of Loss — Title to timber sold under this contract shall remain in Government and shall not pass to Purchaser until such timber has been paid for and removed from the contract area. Unless cut timber is sold under risk of loss shall be borne by Purchaser after the timber is cut; *Provided, that if loss results from a fire which was not caused by Purchaser, his contractors, subcontractors, or the employees of any of them, the risk of loss shall be borne by the party holding title. If cut timber is sold under this contract, risk of loss shall be borne by the party holding title. Risk of loss to Government shall not exceed the value of such timber computed at the prices per unit for the species involved as set forth in Exhibit B. Nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act. As used in this section, the term cut timber refers only to timber which has been felled, bucked, or otherwise severed by direct human activity prior to the date this contract was entered into.*

Sec. 8 Sales of Additional Timber — If the Authorized Officer and Purchaser agree that additional timber should be removed and the Authorized Officer determines that the sale will not be detrimental to the interests of Government and is within the provisions of 43 CFR 5402.0-6, the Authorized Officer shall grant written permission to Purchaser to cut and remove such timber. If permission is granted, Purchaser shall pay for such timber at a price determined by the Authorized Officer in accordance with the Bureau of Land Management prescribed procedures. The value of such timber shall be added to total purchase price in Sec. 2. Payment for such timber shall be made in accordance with Sec. 3(b) or 3(d), except that, if all contract payments required by Sec. 3(b) or 3(d) have been made, payment for such timber shall be made in advance as a condition of granting such permission.

Sec. 9 Extension of Time and Reappraisal — If Purchaser shows that delay in cutting and removal was due to causes beyond his control and without his fault or negligence, the Authorized Officer may grant an extension of time, not to exceed one year, upon written request of Purchaser. Such written request shall be filed with the Authorized Officer prior to the expiration of the time for cutting and removal prescribed in Sec. 4. If an extension of time is granted, as provided in this section, the contract area shall be reappraised by the Authorized Officer, and the total purchase price shall be adjusted accordingly; *Provided, however, no adjustment shall be made by reason of timber being enhanced in value by Purchaser, nor shall the reappraised total purchase price be less than the total purchase price in effect during the original time for cutting and removal or the last extension. The Authorized Officer may require that the reappraised total purchase price shall be paid in advance as a condition of granting extension. Market fluctuations shall not be cause for consideration of contract extensions.*

Sec. 10. Violations, Suspension, and Cancellation

(a) If Purchaser violates any provision of this contract, the Authorized Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within thirty (30) days after receipt of a suspension notice, the Authorized Officer may, by written notice, cancel the rights of the Purchaser under this contract and take appropriate action to recover all damages suffered by Government by reason of such violation, including application toward payment of such damages of any advance payments and any performance bonds or, where applicable, any payment bonds; *Provided, however, that if the violation involves nonpayment of amounts due for timber cut and/or removed under a payment bond of a corporate surety, the Authorized Officer must, in addition to the above requirements, allow sixty (60) days after making demand upon surety for any payment due before cancelling the rights of Purchaser.*

(b) If Purchaser cuts or removes any timber sold under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. Any payment made for purchase price of timber cut or removed in trespass shall be deducted to the extent of single damages or the value of timber under this contract, whichever is lesser, from amount due because of trespass.

(c) If Purchaser's operations are suspended because of Purchaser's failure to make an installment payment when due, the Authorized Officer may require Purchaser to pay the entire remaining balance of the purchase price or any portion thereof as a condition of terminating the suspension.

(d) In the event timber is entirely removed or the time for cutting and removal has passed the required suspension notice will not be issued.

(e) If Purchaser, his contractors, subcontractors, or the employees of any them, cuts, injures, or removes any Government timber reserved under this contract, they shall fully cooperate, upon request of the Authorized Officer, in the investigation of such acts. If in the opinion of the Authorized Officer, full cooperation is not received or will not be forthcoming, he may suspend that portion of Purchaser's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Sec. 11. Credit Against Purchase Price — If the time specified for cutting and removal of timber has expired or the rights of Purchaser have been cancelled, Purchaser shall be entitled to a credit against any amount which is due and owing Government for timber remaining on the contract area. The Authorized Officer shall determine the credit value of the remaining timber as soon as possible after the date of expiration or cancellation. Credit value of the remaining timber shall be total market value as established by the Authorized Officer by reappraisal or resale, or total value based upon contract unit prices, whichever is less. There shall be deducted from credit value such amounts as the Authorized Officer determines adequate to cover costs to Government resulting from Purchaser's failure to perform, including but not limited to costs of appraising and administering any resale of timber.

Sec. 12. Responsibility for Damage Suffered, Cost, or Expense Incurred by Government — Purchaser shall be liable for any damage suffered, cost, or expense incurred by Government arising out of any operations under this contract whenever such damage, cost, or expense results from any breach of contract or wrongful or negligent act of Purchaser, his contractors, subcontractors, or the employees of any of them. Purchaser shall pay Government for such damage, cost, or expense after written demand therefor by the Authorized Officer.

Sec. 13. Timber Trespass — If in connection with operations hereunder Purchaser, his contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government timber, other than timber sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefor by the Authorized Officer.

Sec. 14. Protection of Roads, Utilities and Improvements — Existing telephone, telegraph and transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's construction or logging operations. All roads and ditches shall be kept free of logs, slash, and debris. Damage to roads, utilities and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

Sec. 15. Fire Prevention and Slash Disposal — Purchaser shall take such

Government lands used or traversed by Purchaser in connection with operations as 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. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer or as provided in Section 41.

Sec. 16. Construction, Use and Maintenance of Roads and Facilities

(a) Subject to the written approval of and regulation by the Authorized Officer, Purchaser may: (1) construct and use any new roads and facilities not otherwise provided for in this contract, and (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 41; *Provided, however*, that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 41; and *Provided, further*, that Purchaser's responsibility under this provision shall not commence prior to the date on which he first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.

Sec. 17. Limitations of Road Use

(a) Purchaser's right under this contract to use existing Government roads described herein, or roads to be constructed, is limited to removal of timber sold under this contract; *Provided, however*, that this provision shall not limit any right to use Government roads or rights-of-way which have been granted to Purchaser pursuant to 36 CFR Group 2800.

(b) For the purpose of protecting roads described herein, Purchaser shall immediately discontinue use of said roads upon receipt of written notice that the Authorized Officer has determined that continued use will cause excessive damage to said roads.

Sec. 18. Acceptance of Road Construction

(a) Whenever Purchaser shall deliver to the Authorized Officer a written statement that the road construction is complete, pursuant to the contract terms, the Authorized Officer shall promptly inspect such road. If the contract road construction requirements have been completed to the satisfaction of the Authorized Officer, Purchaser will be given written notice of acceptance, and, except as provided in Sec. 12, be released from further liability or duty for construction or reconstruction of such road.

(b) Notwithstanding acceptance of any road under this section, Purchaser shall remain liable for maintenance and repair of any such road in accordance with the provisions of Sec. 16.

Sec. 19. Cost Adjustment for Physical Changes — If, prior to acceptance of a road under Sec. 18, a major physical change, caused by a single event, and not due to negligence of Purchaser, his contractors, subcontractors, or the employees of any of them, results in additional work by Purchaser involving an additional estimated cost of more than (1) \$1,000 for sales under one million board feet; (2) \$1.00 per thousand board feet for sale of one to three million board feet; or (3) \$3,000 for sales over three million board feet, Government shall become responsible for any estimated cost which exceeds the above amounts. Government may elect to meet its share by reducing the purchase price or by payment of such cost to Purchaser or by performing its share of the necessary work. The estimated cost of additional work shall be calculated by the Authorized Officer using Bureau of Land Management prescribed appraisal procedures. Such cost shall include the cumulative estimated costs of repairing damage from slides, washouts, landslips, fire, etc. caused by said work. If necessary, plans and specifications shall be revised to meet the new conditions. Purchaser must obtain advance approval from the Authorized Officer for such additional work in order for Purchaser to be eligible for cost adjustment under this section.

Sec. 20. Design Change — If Purchaser and the Authorized Officer agree on a design change of a substantial nature in any road, road structure, or bridge required to be constructed or improved under the terms of this contract, the total purchase price shall be revised to reflect the estimated increase or decrease in cost resulting

from such design change. A design change of substantial nature is one that would result in a cost adjustment of \$1,000 or more.

Sec. 21. Rights and Obligations After Time for Removal of Personal Property or Cancellation of the Rights of the Purchaser — If any of Purchaser's obligations remain unperformed after expiration of the time for removal of personal property, as set forth in Sec. 39, or if the rights of Purchaser under this contract have been cancelled by Government, all provisions of this contract for the benefit and protection of Government or third parties shall remain in effect until this contract is terminated in its entirety by Government.

Sec. 22. Protection of Survey Monuments, Witness Corners, Reference Monuments, and Bearing Trees — Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the contract area. If any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories, at the same location, using surveying procedures in accordance with the *Manual of Instructions for the Survey of the Public Lands of the United States*, and shall record such survey in appropriate county records. The Authorized Officer may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

Sec. 23. Purchaser's Representative — At all times when operations are in progress under this contract, Purchaser shall have a representative readily available on the contract area who shall be authorized to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Sec. 24. Simultaneous Use of Contract Area by Others — If the Authorized Officer determines that use of the contract area will not seriously interfere with the operations of Purchaser, he may issue permits, leases, or contracts for the simultaneous use of the contract area by others.

Sec. 25. Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction or timber harvesting operations under this contract, upon receipt of written notice from the Authorized Officer that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The Authorized Officer shall notify Purchaser, in writing, when such operations may be resumed.

Sec. 26. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall, to the satisfaction of the Authorized Officer, remove, otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials or other refuse resulting from Purchaser operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(b) Waste materials, such as garbage, trash, oil, grease, chemicals and similar substances shall be disposed of in a manner that will prevent their entry by draining high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement or other toxic materials shall be disposed in a manner that will prevent their entry into any watercourse or waterway.

Sec. 27. Storage and Handling of Hazardous Materials — All petroleum products, industrial chemicals and similar toxic or volatile materials stored

... or near the contract area, in connection with operations under this contract shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

In addition, Purchaser shall comply with all applicable State and Federal laws and regulations concerning the storage, handling, use and disposal of industrial chemicals, pesticides, herbicides, and other hazardous substances.

Sec. 28. Safety and Health — Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Sec. 29. Equal Opportunity — The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 30. Records and Reports — Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of timber cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing timber from the contract area; and (3) prices received for lumber or other wood products.

Sec. 31. Unsatisfactory Bond — Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Authorized Officer, he may require a new bond which is satisfactory to him.

Sec. 32. Assignments

(a) Purchaser may not assign this contract or any interest therein without written consent of the Authorized Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

The Authorized Officer will not approve any assignment involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Authorized Officer of his ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 38 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Sec. 33. Contingent Fees — Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Sec. 34. Successors in Interest — Every obligation hereunder shall extend to and be binding upon the successors in interest of the parties hereto and every benefit hereunder shall inure to such successors.

Sec. 35. Exercise of Rights or Duties of the Authorized Officer — The rights or duties of the Authorized Officer may be exercised by the Authorized Officer or his designated representative.

Sec. 36. Officials not to Benefit — No Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be permitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 37. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.). If a dispute arises relating to the contract, the Purchaser may submit a claim

to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.38).

(b) "Claim" means:

- (1) A written request submitted to the Contracting Officer;
- (2) For payment of money, adjustment of contract terms, or other relief;
- (3) Which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
- (4) For which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Purchaser shall certify, at the time of submission as a claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

(Purchaser's Name)
(Title)

(d) The Government shall pay the Purchaser interest:

- (1) On the amount found due on claims submitted under this clause;
- (2) At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
- (3) From the date the Contracting Officer receives the claim, until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) Except as the parties may otherwise agree, pending final resolution of a claim of the contractor arising under the contract the contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

Sec. 38. Bond

(a) A performance bond shall be filed by Purchaser on or before the date this contract is signed by the Authorized Officer in the amount of NINETY-EIGHT THOUSAND SEVEN HUNDRED and no/100 dollars (\$ 98,700.00 -).

(b) If Purchaser elects to cut timber before payment of the first installment or subsequent installments, Purchaser shall increase the amount of the required performance bond by an amount equal to the first installment and one or more additional installments as set forth in Sec. 3(b). The adjusted bond must be approved, in writing, by the Authorized Officer prior to cutting any timber under the adjusted bond. The increased amount of bond shall be used to assure payment for such timber. Timber cut pursuant to this subsection may be paid for in installments. Upon payment, the increased amount of bond may be applied to other timber sold under this contract to permit its cutting in advance of payment.

(c) As contract provisions are completed to the satisfaction of the Authorized Officer, he may, in his discretion, reduce amount of performance bond required: *Provided, however,* the performance bond may not be reduced below the amount of NINETY-EIGHT THOUSAND SEVEN HUNDRED and no/100 dollars (\$ 98,700.00)

until total purchase price has been paid. The performance bond shall be forfeited to the amount of damages, determined by the Authorized Officer if all contract provisions are not faithfully and fully performed by Purchaser. If the amount of damages exceeds the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled or, if cash or negotiable securities are furnished in lieu of a performance bond, such cash or negotiable securities shall be returned to Purchaser. In event of litigation, any determination by the Authorized Officer as to the amount of damages will be subject to review by a court of competent jurisdiction.

(d) If Purchaser elects to: (1) cut and remove timber; (2) remove timber already cut which has been secured by an increased performance bond as provided in Sec. 38(b), before payment of the first installment or subsequent installments, Purchaser shall obtain a payment bond in an amount equal to the first installment and one or more additional installments as determined by the Authorized Officer. The payment bond must be approved, in writing, by the Authorized Officer prior to cutting or

moving any timber under the bond. The amount of the bond shall be used to assure payment for such timber. *Provided, however,* that such bond shall be considered payment under Sec. 7, for the purpose of passing title and risk of loss to timber sold. Timber cut pursuant to this subsection shall be paid for as provided in Sec. 3(d). Upon payment, the amount of the bond may be applied to other timber to permit its cutting and/or removal in advance of payment. If a bond of a corporate surety is used, it shall provide that if Purchaser fails to make payment as required by Sec. 3(d), the surety will make such payment including interest as specified in Sec. 3(g), to Government within sixty (60) days after demand by Government.

removal to remove his equipment, improvements, or other personal property from Government lands or rights-of-way; *Provided, however,* that any improvements such as road surfacing, culverts and bridges which have become a permanent part of a Government road, shall not be removed. The Authorized Officer may, in his discretion, grant an extension of time, not to exceed three (3) months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable Law.

Sec. 39. Time for Removal of Personal Property — Purchaser shall have the right within ~~one~~ 1 month after expiration of time for cutting and

Sec. 40. Timber Reserved from Cutting — The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

SEE SCHEDULE I ATTACHED AND MADE A PART HEREOF.

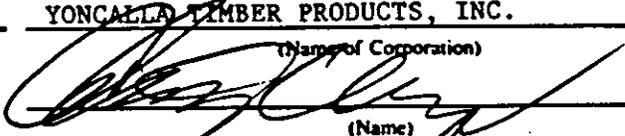
Sec. 41. Special Provisions — Purchaser shall comply with the special provisions which are attached hereto and made part hereof unless otherwise authorized, in writing, by the Authorized Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

~~(Name of Firm)~~
~~(Name)~~
~~(Address)~~
~~(Name)~~
~~(Address)~~
~~(Name)~~
~~(Address)~~

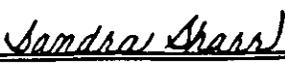
YONCALLA TIMBER PRODUCTS, INC.
 (Name of Corporation)

 (Name)
 Timber Manager
 (Title)
 UNITED STATES OF AMERICA
 By 
 (Name)
 ACTING Area Manager
 (Title)
 DEC 17 1986
 (Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representation as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.
 This information will be used to administer our timber sale program.
 Response to this request is required to obtain a benefit.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)
 I, Sandra SHARR, certify that I am the office manager Secretary of the corporation
 named as Purchaser herein; that Christopher C. Meyers, who signed the contract was the
Timber Manager of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its govern-
 body, and is within the scope of its corporate powers.


 Office Manager

[CORPORATE SEAL]

OR-100-TS87-8
Yoncalla Timber Products, Inc.
Blue Hole

SPECIAL PROVISIONS

a. All timber on the reserve areas shown on Exhibit "A" and all posted and/or orange painted trees which are on or mark the boundaries of the reserve areas, except approximately fourteen (14) merchantable trees marked for cutting heretofore by the Government with blue paint above and below stump height in the areas where trees are marked for cutting in the reserve areas shown on Exhibit "A".

b. The five (5) Douglas-fir plus trees painted orange and tagged with seed tree tags in clearcut Area No. 6, Lot 14, Section 17, and Lot 2, Section 20, T. 23 S., R. 6 W., W.M., shown on Exhibit "A". These trees are selected genetically superior trees and are especially valued as a component of the tree improvement program. Any damage to such reserve trees caused by the Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

SPECIAL PROVISIONS

Sec. 41 (a) Logging:

- (1) Before beginning operations on the contract area for the first time or after a shutdown of fourteen (14) or more days, the Purchaser shall notify the Authorized Officer in writing of the date Purchaser plans to begin operations. Purchaser shall also notify the Authorized Officer in writing if Purchaser intends to cease operations for any period of fourteen (14) or more days.
- (2) Prior to commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. All logging shall be done in accordance with the plan. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.
- (3) All trees two (2) inches or larger D.B.H.O.B. and not reserved shall be felled in clearcut Area No. 5, shown on Exhibit "A", as designated by the Authorized Officer.

All snags, culls and marginal trees designated for cutting shall be felled concurrently with all other trees designated for cutting in the same area.
- (5) In all clearcut areas, shown on Exhibit "A", all trees except those reserved shall be felled parallel to the contour of the slope and away from the reserve areas, property lines, and plus trees.
- (6) In clearcut Areas No. 2, No. 3, No. 5 and No. 6, shown on Exhibit "A", yarding shall be done with a skyline system utilizing a three drum yarder. Logs shall be completely suspended when yarding across the special yarding areas.
- (7) In clearcut Areas No. 1 and No. 4, shown on Exhibit "A", yarding shall be done with a cable yarding system.
- (8) In the areas where trees are marked for cutting in the reserve areas, shown on Exhibit "A", yarding shall be done with a crawler tractor no larger than a D-6 or its equivalent. Tractor yarding shall be confined to skid trails designated by the Authorized Officer's representative.
- (9) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed by the Authorized Officer.
- (10) In the clearcut areas shown on Exhibit "A", the Purchaser shall make cable skyroad gages by completely spooling the cables and restringing the layout from the head spar to a new tailhold to protect the reserve areas.

SPECIAL PROVISIONS

- (11) No crawler tractor logging shall be conducted on the contract area except during the dry season.
- (12) In clearcut Area No. 3, shown on Exhibit "A", yarding shall be done between June 1 and October 15 of the same calendar year.
- (13) During logging operations, the Purchaser shall keep Roads No. 23-6-18.1 and No. 23-6-7.0, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than ten (10) minutes.
- (14) The Purchaser shall provide two (2) flaggers to control traffic on Roads No. 23-6-18.1 and No. 23-6-7.0 where they pass through the contract area whenever felling or yarding operations are occurring.
- (15) Notwithstanding the provisions of Sec. 22, the one (1) green bearing tree located in clearcut Area No. 6 at the 1/4 section corner common to Secs. 17 and 20, T. 23 S., R. 6 W., W.M., shall be cut on a bevel, the lowest part not less than eighteen (18) above the scribe marks and in such a manner that will not mutilate the markings fying the bearing trees.

The Purchaser shall treat all such bearing tree stumps in the following manner during the dry season of the year:

- a. Remove all bark providing there are no identifying marks on the bark.
- b. Flood the tops and sides of the stumps with a five (5) percent solution of pentachlorophenol in diesel oil or a wood preservative treatment approved by the Authorized Officer.
- c. Let the stump dry for one (1) month.
- d. Repeat the flooding operation.
- e. Place a sheet of galvanized metal over the top of each stump, bend down the edges and nail to the sides of the stump.
- f. A six (6) foot long steel fence post shall be driven alongside the corner monument if existent.

SPECIAL PROVISIONS

Sec. 41 (b) Log Scaling:

(1) The Government at its option may check scale any portion of the timber removed from the contract area. The Purchaser hereby agrees to make such contract timber available for scaling at a location designated by the Authorized Officer. In the event BLM elects to check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by \$9,476.60. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$9,476.60, equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling.

Sec. 41 (c) Environmental Protection:

In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall remove all logs and logging debris created by his operations from the streams to be cleaned in clearcut Areas No. 1, No. 2, No. 3, No. 5 and No. 6, as shown on Exhibit "A", and shall restore any banks damaged by such removal. Stream clearance shall be done concurrently with yarding of the same area.

Sec. 41 (d) Road Construction, Renovation, Use, and Maintenance:

(1) The Purchaser shall construct Roads No. 23-6-7.5, No. 23-6-15.1, No. 23-6-18.1, No. 23-6-17.0, Spurs No. 1, No. 2, No. 3 and No. 4, and renovate Roads No. 23-6-7.0, No. 23-6-7.1, No. 23-6-7.2, No. 23-6-15.1, and No. 23-6-18.1 in strict accordance with the plans and specifications shown on Exhibit "C", which is attached hereto and made a part hereof. Road construction and renovation shall be completed to each clearcut area prior to removal of any timber, except right-of-way timber, from such area. Renovation of Road No. 23-6-7.0 from its junction with Road No. 23-6-7.1 to clearcut Area No. 3 must be completed in the same season clearcut Area No. 3 is logged. All road construction and renovation shall be completed prior to removal of any timber, except right-of-way timber, from clearcut Area No. 6.

(2) No road construction or renovation shall be conducted on the sale area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.

SPECIAL PROVISIONS

- (3) The Purchaser is authorized to use the roads, which are under the jurisdiction of the Bureau of Land Management, as shown on Exhibit "D", for the transportation of rock surfacing and for the removal of Government timber sold under the terms of this contract; provided, that the Purchaser shall pay the Government a road maintenance and rockwear fee of Seventy-Eight Thousand Five Hundred Sixty-One and fifty-seven/100 Dollars (\$78,561.57) for the transportation of rock surfacing and any timber included in this contract price over said roads. The above maintenance and rockwear fee is for the use of seven and nine tenths (7.9) miles of road or less. Unless the total maintenance and rockwear fee is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.
- (4) Except for road maintenance in accordance with Sec. 41(d)(3) and (7), the Purchaser shall perform road repair and maintenance work on all roads authorized for use, and used by him, under terms of this contract, according to the maintenance specifications as shown on Exhibit "D", which is attached and made a part hereof.
- (5) With the prior written approval of the Authorized Officer, the Purchaser may agree for cooperative maintenance with other users of said roads described in Sec. 4(4), of this contract provided that such cooperative arrangement shall not relieve the Purchaser of liability for the maintenance and repair of such roads resulting from wear or damage in accordance with this contract.
- (6) In addition, a maintenance obligation for rockwear shall be paid to the Government in the amount of Nine Thousand Two Hundred Sixty-Four and six/100 Dollars (\$9,264.06) for the transportation of timber included in the contract price and for haul of mineral material required under terms of the contract over Roads No. 23-6-18.1 Segments B', B'', A2', A2-, and A', No. 23-6-6.1 Segment A, No. 23-6-7.0 Segments A and B', No. 23-6-7.1 Segment A, No. 23-6-7.2 Segments A' and A'', No. 23-6-7.5 Segment A, No. 23-6-15.1 Segments D and E, Spurs No. 1, No. 2, No. 3 and No. 4. The amount of the rockwear fee shown above shall be paid prior to the removal of timber from the contract area; provided, however, that if the total of such amount exceeds \$500.00, the Purchaser may elect to make the payment in equal installments in the same manner as regular contract payments are required to be paid.
- (7) In the use of Roads No. 23-6-15.1 Segment B, No. 22-7-14.1 Segment F, No. 23-6-6.1 Segment A and No. 23-6-7.1 Segment A, as shown on Exhibit "D", the Purchaser shall comply with the conditions, including but not limited to those set out below, of the Right-of-Way and Road Use Agreement No. R-645, dated July 18, 1962, between the United States and Woolley Enterprises, Inc., available for inspection at the Bureau of Land Management District Office, 777 N.W. Garden Valley Blvd., Roseburg, Oregon.
- (a) Prior to commencement of operations the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement.
- (b) Pay a road use fee of \$9,117.37.

SPECIAL PROVISIONS

(c) Pay a maintenance and surface replacement fee. The maintenance and surface replacement fees will be the same that BLM charges at the time the Purchaser pays the fees and enters into the license agreement with Woolley Enterprises, Inc. If the advance full payment is made, Woolley Enterprises, Inc. will be bound during the term of the sale, but shall not be bound to any extension thereof granted by the BLM to the Purchaser. If the BLM grants an extension of the contract time of performance, an adjustment will be made to the fee schedule then in effect on all remaining volume. \$15,643.85 was used in the appraisal.

(8) In the construction of Roads No. 23-6-15.1 Segment E and No. 23-6-18.1 (portion of Segment B'), as shown on Exhibits "C" and "D", the Purchaser shall comply with the conditions, including but not limited to those set out below, of the Right-of-Way and Road Use Agreement No. R-735, dated February 10, 1964, between the United States and Roseburg Resources Co, available for inspection at the Bureau of Land Management District Office, 777 N.W. Garden Valley Blvd., Roseburg, Oregon.

(a) Prior to commencement of operations the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement.

b) Merchantable timber on the tagged right-of-way of the above mentioned roads in Section 20, T. 23 S., R. 6 W., W.M., is reserved by Roseburg Resources Co. The timber shall be felled, bucked, and decked so it can be readily loaded by a self-loader. The Purchaser shall contact Roseburg Resources Co. for bucking instructions prior to felling.

Sec. 41 (e) Fire Prevention, Hazard, and Logging Residue Reduction:

(1) In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by Purchasers operation and the State's willingness to release him from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the fire prevention, hazard reduction and logging residue reduction measures required of him by this contract.

(2) Primarily for purposes of fire prevention and fire hazard reduction, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(b) Fire trails to mineral soil shall be constructed and maintained as directed by the Authorized Officer, not to exceed 17,500 feet in length. The Authorized Officer shall designate the width, location, time and method of construction for the fire trails. Water bars shall be constructed and maintained on the fire trails to the satisfaction of the Authorized Officer.

SPECIAL PROVISIONS

Sec. 41 (f) Slash Disposal:

(1) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in slash disposal, mop-up, and patrol activities by furnishing, at Purchaser's own expense, the services of personnel and equipment on each unit or landing as shown below:

For Igniting and Burning All Areas

- (a) One (1) foreman to supervise crew and equipment operators and to serve as Purchaser's representative.
- (b) Ten (10) man crew for ignition, holding, and patrol activities. Crew shall be equipped with five (5) shovels, five (5) pulaskis, two (2) power saws, and eight (8) drip torches and fuel.
- (c) One (1) water tank truck and operator of two thousand (2,000) gallons or more capacity with three thousand (3,000) feet of hose and a nozzle acceptable to the Authorized Officer. Truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477-650 (1) and (2). Tank shall be filled with water.
- (d) One (1) helicopter with pilot, drip torch, and one thousand twenty-five (1,025) gallons of gasoline and alum-a-gel mix to ignite all clearcut areas. Aircraft and pilot must be acquired from a list of OAS carded aircraft and pilots provided by the BLM. Helicopter should be equipped with the following:
 - (1) Aerial water bucket.
 - (2) Air-to-ground radio communications.
 - (3) Service truck.
- (e) Have a crawler tractor (Caterpillar D-7 or equivalent) equipped with a dozer blade available at the slash disposal site within one (1) hour's notice.

Mop-Up All Areas

- (a) One (1) foreman to supervise crew and equipment operators and to serve as Purchaser's representative.
- (b) Ten (10) man crew for mop-up and patrol activities. Crew shall be equipped with five (5) shovels, five (5) pulaskis, and two (2) power saws and fuel.

SPECIAL PROVISIONS

(c) One (1) water truck and operator of two thousand (2,000) gallons or more capacity with three thousand (3,000) feet of hose and a nozzle acceptable to the Authorized Officer. Truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477-650 (1) and (2). Tank shall be filled with water.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. 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 ninety-six (96) hours, as directed by the Authorized Officer within a seven (7) 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 vision of the Authorized Officer or designated representative, take action to mop-up 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.

SPECIAL PROVISIONS

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

If the Purchaser elects to contribute:

In lieu of performing work items listed in Section 41(f)(1), the Purchaser may make a contribution to the Government in the amount of \$32,960.00, and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of Purchasers intention to make this contribution by executing contract Modification No. 1, at the same time the contract is executed. The modification of Sec. 41(f)(1) will state, "Notwithstanding provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazard caused by slash created by the Purchaser's operations on Government lands including ignition, mop-up and patrol." If the Purchaser elects to make a contribution, the Authorized Officer shall establish an installment schedule of payments of the contribution.

Sec. 41 (g) Cultural Resource:

(1) If in connection with operations under this contract, the Purchaser, contractors, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

(2) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered to be present on the area. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Authorized Officer.

SPECIAL PROVISIONS

Sec. 41 (h) Log Export Restrictions:

(1) All timber sold to the Purchaser under the terms of this contract 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 and specifications suitable for end product uses; or (4) Western Redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction 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; (6) shakes and shingles.

stitution will be determined under the definition found in 43 CFR 5400.0-5(n).

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 "Certificate as to Non-substitution and the Domestic Processing of Timber." The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

OR-100-TS87-8
Yoncalla Timber Products, Inc.
Blue Hole

SPECIAL PROVISIONS

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. In addition, the Purchaser is required under the terms of this contract to retain for a three (3) 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 Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway yellow paint.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one (1) year.

Sec. 41 (1) Equal Opportunity in Employment
Certification of Nonsegregated Facilities

(See next page)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY IN EMPLOYMENT
CERTIFICATION OF NONSEGREGATED FACILITIES

Bid, offer, or contract number or
other identification

By the submission of this bid or offer and/or by entering into this contract, the bidder, offeror, lessee, subcontractor, or applicant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor certifies that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and

other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the

provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this certification is applicable to all bids, offers, contracts and subcontracts as well as agreements with applicants who are themselves performing federally assisted contracts, which may exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause of the Order.

District ROSEBURG	Township 23 S	Range 7 W	Section 7,17,20,21,29	Meridian WILLAMETTE	Contract Number
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Yoncalla Timber Products, Inc.
OR-100-TS87-8

CLEARCUT
AREA ACRES

①	35
②	20
③	22
④	10
⑤	23
⑥	35

CLEARCUT AREA - - - - - 145.00 AC.
R/W CLEARCUT AREA - - - - 8.00 AC.
TOTAL CLEARCUT AREA - - - 153.00 AC.
RESERVE AREA - - - - - 679.11 AC.
TOTAL CONTRACT AREA - - - 832.11 AC.

TREES MARKED FOR CUTTING IN THE
RESERVE AREA - - - - 1 AC.

NOTE:

1. CLEARCUT AND R/W CLEARCUT BOUNDARIES ARE BLAZED, POSTED AND PAINTED ORANGE.
2. CLEARCUT BOUNDARIES AGAINST PRIVATE LANDS HAVE TAGS REVERSED AND ARE PAINTED ORANGE.

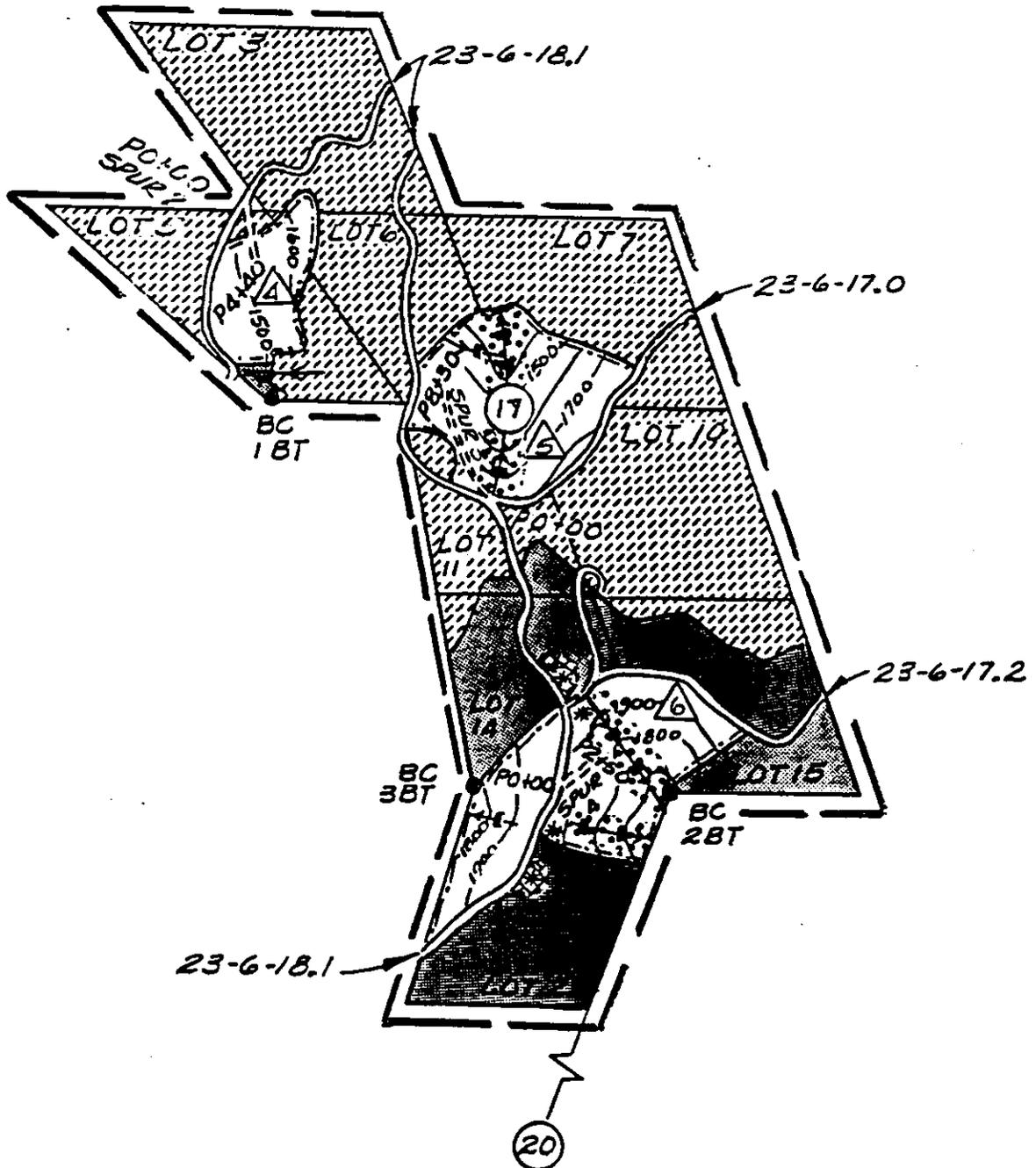
SCALE: 1"=1000 FT.

LEGEND

	CLEARCUT AREA- CABLE YARDING REQUIRED		EXISTING ROADS
	TREES MARKED FOR CUTTING IN THE RESERVE AREA		ROADS TO BE CONSTRUCTED
	SPECIAL YARDING AREA- FULL SUSPENSION REQUIRED		ROADS TO BE RENOVATED/ CONSTRUCTED
	RESERVE AREA		CORNERS FOUND
	RESERVE AREA - PREVIOUS SALE		BOUNDARY - CUTTING AREA
	FENCED PROGENY TEST SITE - DO NOT DISTURB		BOUNDARY - CONTRACT AREA
	FIRE TRAIL		SEED TREES - DO NOT CUT
	STREAM CLEARANCE REQUIRED		

District ROSEBURG	Township 23 S	Range 6 W	Section 17 & 20	Meridian WILLAMETTE	Contract Number
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Yoncalla Timber Products, Inc.
OR-100-TS87-8



Department of the Interior
Bureau of Land Management

EXHIBIT "A"

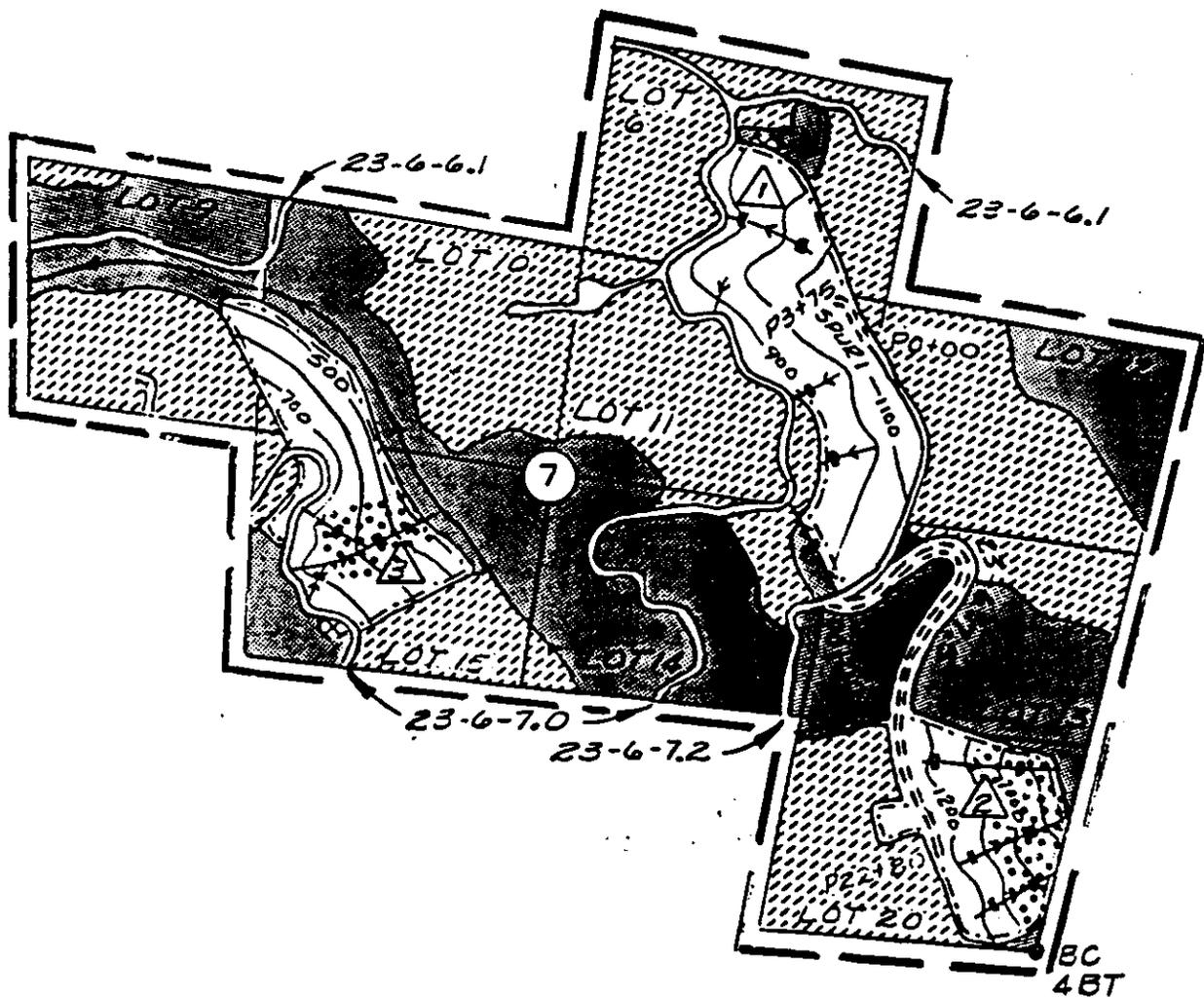
Sale Name
BLUE HOLE
Tract Number

SHEET 3

87-12

District ROSEBURG	Township 23 S	Range 6 W	Section 7	Meridian WILLAMETTE	Contract Number
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Yoncalla Timber Products, Inc.
OR-100-TS87-8



SEE SHEET 1 FOR LEGEND

Department of the Interior
Bureau of Land Management

EXHIBIT "A"

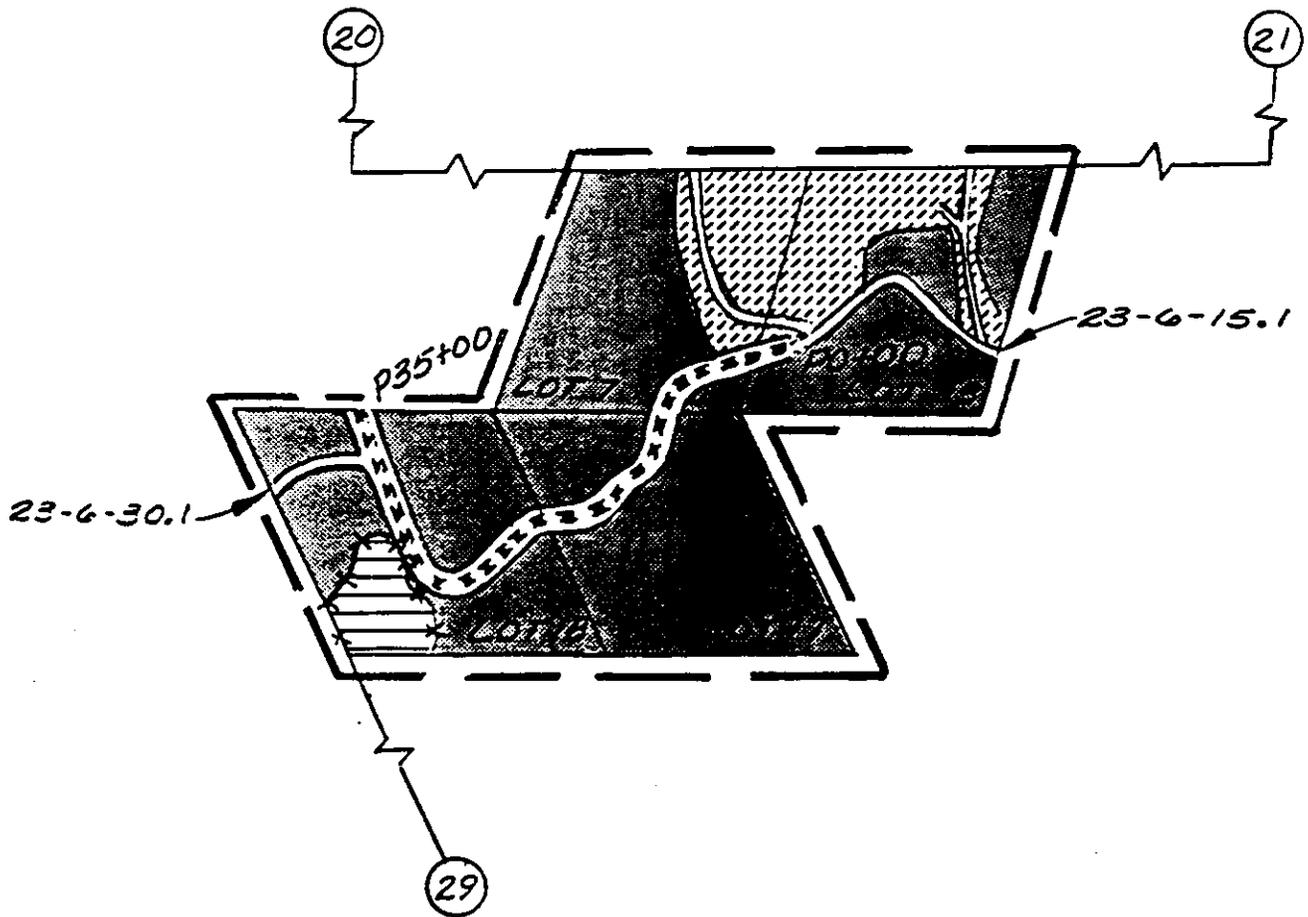
Sale Name
BLUE HOLE
Tract Number

SHEET 4

87-12

District ROSEBURG	Township 23 S	Range 6 W	Section 20, 21 & 29	Meridian WILLAMETTE	Contract Number
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Yoncalla Timber Products, Inc.
OR-100-TS87-8



SEE SHEET 1 FOR LEGEND

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

EXHIBIT B
 LUMP SUM SALE

Contract No.
 Yoncalla Timber
 Products, Inc.
 OR-100-TS87-8

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on Exhibit "A".

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY x UNIT PRICE
Douglas-fir	6017 M bd. ft.	\$79.05	\$475,643.85
Grand Fir	203 M bd. ft.	19.00	3,857.00
Western Hemlock	222 M bd. ft.	21.00	4,662.00
Incense Cedar	158 M bd. ft.	23.00	3,634.00
Western Redcedar	169 M bd. ft.	32.00	5,408.00
TOTALS	6769 M bd. ft.		\$493,204.85

The apportionment of the total purchase price is as follows:

Trees	Area #1				
1006	Douglas-fir	1127 M x	\$ 79.05	=	\$ 89,089.35
595	Grand Fir	156 M x	\$ 19.00	=	\$ 2,964.00
13	Western Hemlock	3 M x	\$ 21.00	=	\$ 63.00
220	Incense Cedar	139 M x	\$ 23.00	=	\$ 3,197.00
18	Western Redcedar	17 M x	\$ 32.00	=	\$ 544.00
					\$ 95,857.35 ÷ 35 acres
					\$2,739.00 per acre
	<u>Area #2</u>				
1057	Douglas-fir	832 M x	\$ 79.05	=	\$ 65,769.60
63	Grand Fir	14 M x	\$ 19.00	=	\$ 266.00
131	Western Hemlock	35 M x	\$ 21.00	=	\$ 735.00
2	Incense Cedar	1 M x	\$ 23.00	=	\$ 23.00
26	Western Redcedar	2 M x	\$ 32.00	=	\$ 64.00
					\$ 66,857.60 ÷ 20 acre
					\$3,343.00 per acre
	<u>Area #3</u>				
497	Douglas-fir	671 M x	\$ 79.05	=	\$ 53,042.55
71	Grand Fir	23 M x	\$ 19.00	=	\$ 437.00
	Western Hemlock	160 M x	\$ 21.00	=	\$ 3,360.00
	Incense Cedar	5 M x	\$ 23.00	=	\$ 115.00
247	Western Redcedar	98 M x	\$ 32.00	=	\$ 3,136.00
					\$ 60,090.55 ÷ 22 acre
					\$2,732.00 per acre

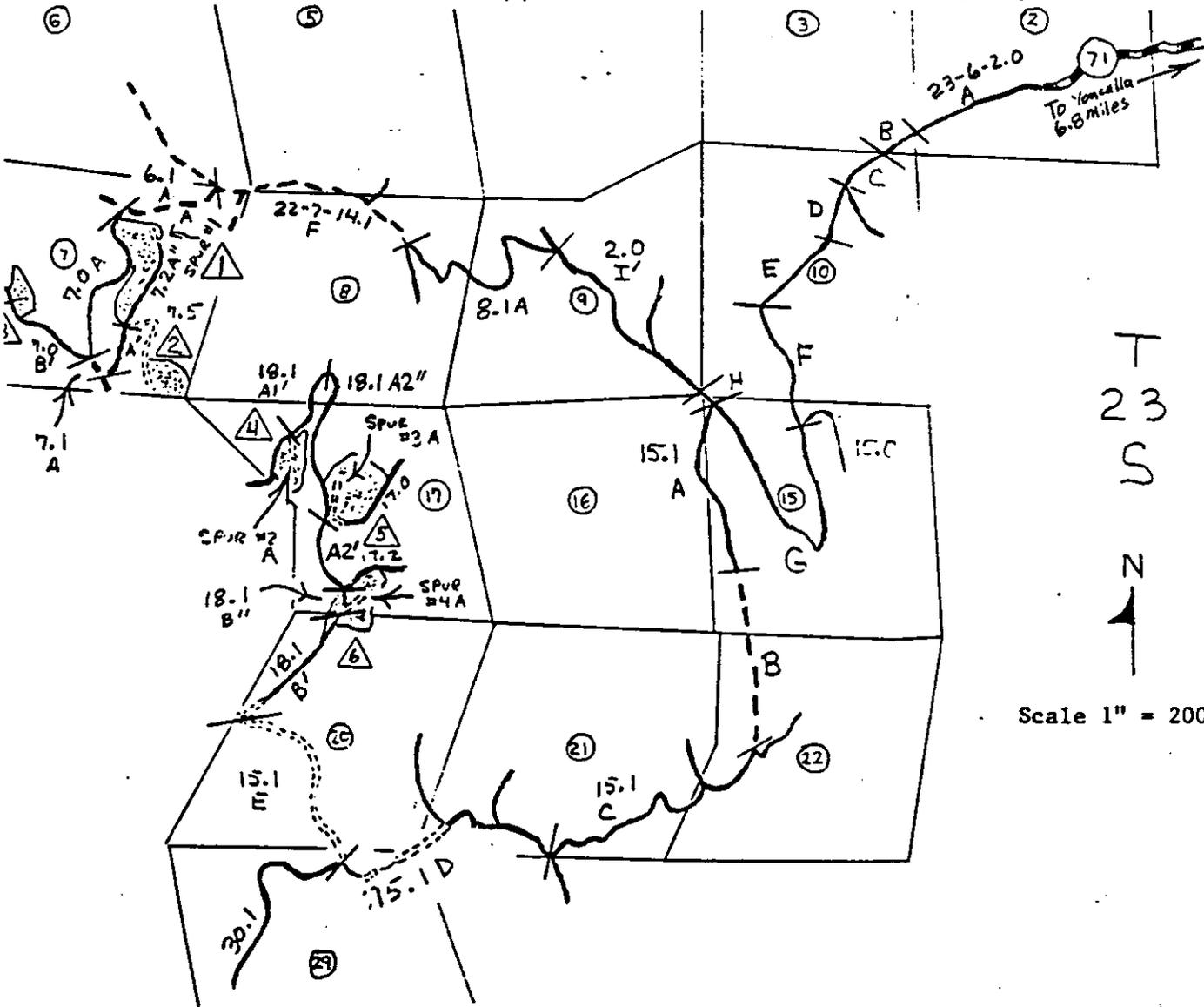
<u>Area #4</u>				
518	Douglas-fir	874 M x	\$ 79.05 =	\$ 69,089.70
5	Grand Fir	1 M x	\$ 19.00 =	\$ 19.00
4	Western Hemlock	-- M x	\$ =	\$
2	Incense Cedar	1 M x	\$ 23.00 =	\$ 23.00
				\$ 69,131.70 ÷ 10 acres
				\$6,913.00 per acre
 <u>Area #5</u>				
760	Douglas-fir	750 M x	\$ 79.05 =	\$ 59,287.50
1	Grand Fir	-- M x	\$ =	\$
16	Western Hemlock	6 M x	\$ 21.00 =	\$ 126.00
52	Western Redcedar	18 M x	\$ 32.00 =	\$ 576.00
				\$ 59,989.50 ÷ 23 acres
				\$2,608.00 per acre
 <u>Area #6</u>				
2079	Douglas-fir	1586 M x	\$ 79.05 =	\$ 125,373.30
50	Western Hemlock	18 M x	\$ 21.00 =	\$ 378.00
15	Incense Cedar	11 M x	\$ 23.00 =	\$ 253.00
	Western Redcedar	34 M x	\$ 32.00 =	\$ 1,088.00
				\$ 127,092.30 ÷ 35 acres
				\$3,631.00 per acre
 <u>R/W to Area #2</u>				
138	Douglas-fir	98 M x	\$ 79.05 =	\$ 7,746.90
28	Grand Fir	9 M x	\$ 19.00 =	\$ 171.00
1	Incense Cedar	1 M x	\$ 23.00 =	\$ 23.00
				\$ 7,940.90 ÷ 3 acres
				\$2,647.00 per acre
 <u>Top R/W</u>				
231	Douglas-fir	71 M x	\$ 79.05 =	\$ 5,612.55
				\$ 5,612.55 ÷ 5 acres
				\$1,123.00 per acre
 <u>P/C & Corridors</u>				
14	Douglas-fir	8 M x	\$ 79.05 =	\$ 632.40
				\$ 632.40 ÷ 1 acre
				\$632.00 per acre

ACCESS AND MAINTENANCE MAP
EXHIBIT "D"

P 23 S	Range 6 W	Section 7, 17, & 20	Meridian Willamette	District Roseburg
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R 6 W

Yoncalla Timber Products, Inc.
OR-100-TS87-8



T
23
S
N

Scale 1" = 2000'

BLUE HOLE T.S. NO. 87-12

LEGEND

	Sale Area		State or County Highway
			Existing BLM Controlled Roads
			Existing Private Cont. Roads
			Roads to be Constructed
	Unit Number		

Road No.	Seg.	Length	Owner	Maint Fee \$/CY/Mi.	Rockwear Fee \$/CY/Mi.	Road Use Fee \$/M	Maint Fee
ANDREWS CREEK TIMBER HAUL							
23-6-2.0	A	0.31	BLM	0.73	0.40	-	BLM
	B	0.19	BLM	0.73	0.40	-	BLM
	C	0.22	BLM	0.73	0.40	-	BLM
	D	0.33	BLM	0.73	0.40	-	BLM
	E	0.34	BLM	0.73	0.40	-	BLM
	F	0.61	BLM	0.73	0.40	-	BLM
	G	1.49	BLM	0.73	0.40	-	BLM
	H	0.16	BLM	0.73	0.40	-	BLM
	I	0.55	BLM	0.73	0.40	-	BLM
23-6-15.1	A	0.83	BLM	0.73	0.40	-	BLM
	B	0.85	WOOLLEY	0.82	0.40	0.34	WOOLLEY
	C	1.15	BLM	0.82	0.40	-	BLM
23-6-18.1	B'	0.65	BLM	-	0.40	-	OP
	B''	0.11	BLM	-	0.40	-	OP
	A2'	0.22	BLM	-	0.40	-	OP
	A2''	0.76	BLM	-	0.40	-	OP
	A1'	0.31	BLM	-	0.40	-	OP
BRUSH CREEK TIMBER HAUL							
23-6-18.1	A	1.23	BLM	0.82	0.40	-	BLM
22-7-14.1	F	0.99	WOOLLEY	0.82	0.40	2.35	WOOLLEY
23-6-6.1	A	0.48	WOOLLEY	0.82	0.40	PAID	WOOLLEY
23-6-7.0	A	1.24	BLM	-	0.40	-	OP
	B'	0.84	BLM	-	0.40	-	OP
23-6-7.1	A'	0.11	WOOLLEY	-	0.40	PAID	OP
23-6-7.2	A'	0.38	BLM	-	0.40	-	OP
	A''	0.32	BLM	-	0.40	-	OP
NEW CONSTRUCTION							
23-6-7.0	A	0.43	BLM	-	0.40	-	OP
23-6-15.1	D	0.94	BLM	-	0.40	-	OP
	E	0.77	BLM	-	0.40	-	OP
SPUR #1	A	0.37	BLM	-	0.40	-	OP
SPUR #2	A	0.69	BLM	-	0.40	-	OP
SPUR #3	A	0.79	BLM	-	0.40	-	OP
SPUR #4	A	0.68	BLM	-	0.40	-	OP
ANDREWS CREEK ROCK HAUL							
23-6-2.0	A	0.31	BLM	0.25	0.11	-	BLM
	B	0.19	BLM	0.25	0.11	-	BLM
	C	0.22	BLM	0.25	0.11	-	BLM
	D	0.33	BLM	0.25	0.11	-	BLM
	E	0.34	BLM	0.25	0.11	-	BLM
	F	0.61	BLM	0.25	0.11	-	BLM
	G	1.49	BLM	0.25	0.11	-	BLM
	H	0.16	BLM	0.25	0.11	-	BLM
	I	0.55	BLM	0.25	0.11	-	BLM
23-6-15.1	A	0.83	BLM	0.25	0.11	-	BLM
	B	0.85	WOOLLEY	0.25	0.11	-	WOOLLEY
	C	1.15	BLM	0.25	0.11	-	BLM
23-6-18.1	B'	0.65	BLM	-	0.12	-	OP
	B''	0.11	BLM	-	0.12	-	OP
	A2'	0.22	BLM	-	0.12	-	OP
	A2''	0.76	BLM	-	0.12	-	OP
	A1'	0.31	BLM	-	0.12	-	OP
BRUSH CREEK ROCK HAUL							
23-6-18.1	A	1.23	BLM	0.25	0.12	-	BLM
22-7-14.1	F	0.99	WOOLLEY	0.25	0.12	-	WOOLLEY
23-6-6.1	A	0.48	WOOLLEY	0.25	0.12	-	WOOLLEY
23-6-7.0	A	1.24	BLM	-	0.12	-	OP
	B'	0.84	BLM	-	0.12	-	OP
23-6-7.1	A'	0.11	WOOLLEY	-	0.12	-	OP
23-6-7.2	A'	0.38	BLM	-	0.12	-	OP
	A''	0.32	BLM	-	0.12	-	OP

EXHIBIT D

ROAD MAINTENANCE SPECIFICATIONS

3000 - General

- 3001 - The Purchaser shall be required to maintain all roads listed in Section 41 Special Provisions of this contract, which are not scheduled for maintenance by others, 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 gravelled roads to the existing geometric standards. Any roads required to be constructed, reconstructed or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any road or roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- The Purchaser shall be responsible for providing timely maintenance and cleanup on any road with logging units substantially completed prior to moving operations to other roads. The maximum length of nonmaintained 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 Section 3400 are met satisfactorily.

3100 - Operational Maintenance

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor patrol 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, haul and place 350 cu. yds. of aggregate, conforming to the requirements in Exhibit "C" of this contract, on the roadway as needed, at locations and in amounts designated by the Authorized Officer.

This aggregate shall be used to repair surface failures 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 and a motor patrol grader or similar equipment.

- 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 patrol 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 suitable turnout or 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.
- 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 waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3107 - The Purchaser shall cut or trim trees and brush encroaching on the road prism which is a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be in accordance with Sections 200, 508 and 508a of the Exhibit "C".
- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth or 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 outside designated logging units is not authorized without prior written approval by the Authorized Officer. Any damage caused by such unauthorized skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in subsection 3401. Repair of the road shall be as specified in subsection 3401a. Repair of such road shall be provided for by the purchaser through payment in accordance with Section 41 of the special provision.

3200 - Seasonal Maintenance

- 3201 - The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities and all other requirements specified in Section 3100.

- 3202 - The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 15 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceeding operating season.
- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road 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.

3300 - Final Maintenance

- The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days of the date shown under Sec. 4 and in accordance with Sec. 16(b) of the Standard Provisions (Form 5450-3, Nov. 1982). 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 3202 of the Special Provisions covered under Sec. 41 of the Standard Provisions.

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) and Sec. 41, 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. Requests 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.

3400 - Other Maintenance

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

REPORT OF ACCIDENT/INCIDENT

DATE

6/1/88

1. REPORTING UNIT AND ADDRESS
 Bureau of Land Mgmt., Roseburg District, 777 NW Garden Valley Blvd ^{Roseburg, Or.}

2. NAME OF PERSON INVOLVED (last, first, middle initial)
 Raymond Hauster
 ADDRESS (include zip code)
 Eugene Mission

3. AGE
 23

4. SEX
 Male
 Female

5. SOCIAL SECURITY NUMBER

6. EMPLOYMENT STATUS
 0 R 1 0 9

7. OCCUPATIONAL CODE
 (last digit here) 0 5

Use separate form for each person involved

8. DATE AND TIME OF INCIDENT					9. ACTIVITY	20. LOST TIME DATA			
YR.	MO.	DAY	HR.	MIN.		a.	MO.	DAY	YR.
88	05	24	13	20	1 3	a. Date unable to perform regularly established duties			
10. STATE IN WHICH INCIDENT OCCURRED						0 R	b. Date returned to work (Regularly established duties)		
11. TYPE OF ACCIDENT/INCIDENT						1 8	c. Date returned to work (Restricted work activities)		
12. RESULT OF ACCIDENT/INCIDENT						0 1	d. Date terminated		
13. NATURE OF INJURY/ILLNESS						0 3	e. Date permanently transferred to lighter duty		
14. SEVERITY OF INJURY/ILLNESS						0 6	f. Number of days of restricted work activity		
15. PART OF BODY AFFECTED						1 8	TO BE COMPLETED BY SAFETY MANAGER ONLY		
SOURCE (What was used, done, contacted, etc?)						1 8	g. Number of days lost (Optional) (ANSI-Z16.4)		
17. HUMAN FACTOR						9 9	h. Number of lost workdays (Required) (OSHA-29 CFR 1960.2 (i))		
18. PHYSICAL/ENVIRONMENTAL FACTOR						0 3	i. Recordable occupational injury/illness (OSHA-29 CFR 1960.2 (e))		
19. REPORT SENT TO OWCP?						YES NO	YES NO		
21. PROPERTY OWNERSHIP						0 0	23. IDENTIFICATION OF PROPERTY INVOLVED (name, model number, size, make, type, etc.)		
22. AMOUNT OF PROPERTY DAMAGE (Dollars Only)							a. Government:		
a. GOVERNMENT							b. Other:		
\$					0 0 \$				

24. NARRATIVE OF ACCIDENT/INCIDENT (Include who, what, when, where, and how)
 Victim was working on a lighting crew for Hills-we-brand contractors on Contract to Yencalls Timber Production 5/29/88 at the Blue Hole Timber Sale - Unit 6. BLM employees Dan Burkhardt and Dave Clark were supervising operations. At approximately 1320 Dave Clark was notified that the victim was trapped in the burn area and his status was unknown. Dave ceased lighting and started a search for the victim. The victim was found, deceased. Investigation is ongoing.

Continue on separate sheet, if necessary

25. CORRECTIVE ACTION TAKEN OR PLANNED

WHEN: Now _____ Fiscal Year _____

Signature and title of reporting official <i>Charles Stewart</i> District Resource Area Manager	Initials of Bureau Safety Manager <i>L. J. Lee</i>
Signature of Supervising Authority <i>A. S. ...</i>	Date 6-1-88
	Date 6-1-88

Man dies in slash burn fire

YONCALLA — A 23-year-old Lane County man who was on the job for only the second day was killed when the slash burn fire he was helping set for his employer intensified and overcame him.

The incident occurred about 1:20 p.m. on Bureau of Land Management Land about seven miles southwest of Yoncalla, authorities said.

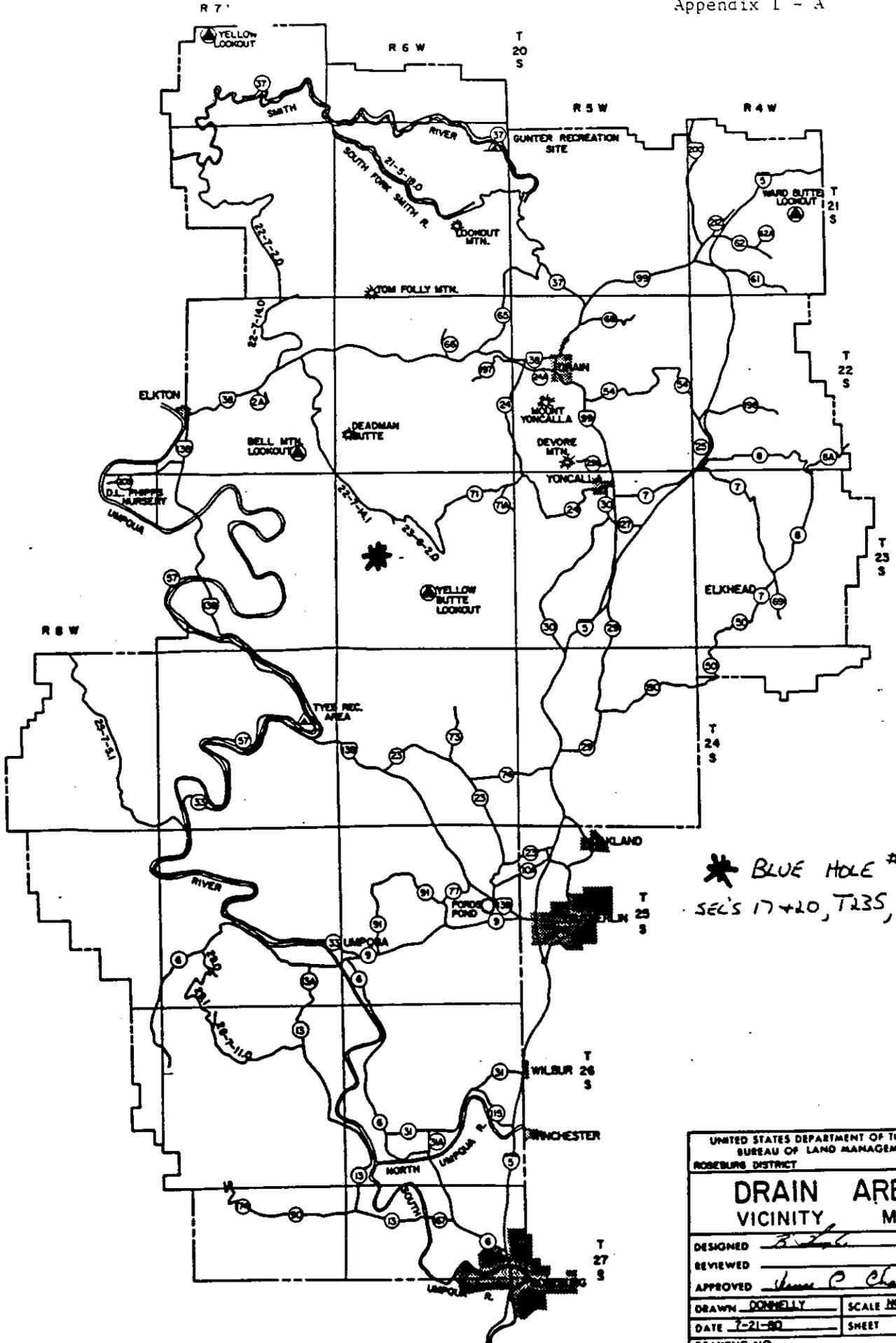
Sgt. Greg Vaughn of the Douglas County Sheriff's Office said the man, Raymond Clay Hausler of Falls Creek, had worked for his employer only one day when he and a nine-man crew working with BLM officials were setting a fire line.

The men were in a line moving across a hillside, with the wind coming at them when the fire got "hot" and the crew was told to evacuate, Vaughn said. —

The line of men had been about to enter a draw, or gully area, when the fire jumped over them onto the other side of the draw, Vaughn said. The fire near Hausler jumped to a point below and ahead of where he was setting the fire and it is surmised that he panicked, Vaughn said.

Hausler was in the middle of the line. Everyone else scrambled away without injury. Vaughn said heavy smoke was in the area and it was determined that Hausler was missing when the crew assembled. Rescuers went in after the fire had passed, he said.

Hausler was single and had a sister in California, Vaughn said. He was working for Hills-We-Brand Contracting Co. of Oakridge, which had been working for Yoncalla Timber Products through a series of subcontracts.



* BLUE HOLE #6
 SEC'S 17+20, T23S, R6W.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ROSELBURG DISTRICT OREGON	
DRAIN AREA VICINITY MAP	
DESIGNED	<i>[Signature]</i>
REVIEWED	
APPROVED	<i>[Signature]</i>
DRAWN <u>DONNELLY</u>	SCALE <u>NONE</u>
DATE <u>7-21-80</u>	SHEET
DRAWING NO	

District ROSEBURG	Township 23 S	Range 7 W	Section 7,17,20,21,29	Meridian WILLAMETTE	Contract Number
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Yoncalla Timber Products, Inc.
OR-100-TS87-8

CLEARCUT	
AREA	ACRES
①	35
②	20
③	22
④	10
⑤	23
⑥	35

CLEARCUT AREA - - - - - 145.00 AC.
R/W CLEARCUT AREA - - - - - 8.00 AC.
TOTAL CLEARCUT AREA - - - - - 153.00 AC.
RESERVE AREA - - - - - 679.11 AC.
TOTAL CONTRACT AREA - - - - - 832.11 AC.

TREES MARKED FOR CUTTING IN THE
RESERVE AREA - - - - - 1 AC.

NOTE:

1. CLEARCUT AND R/W CLEARCUT BOUNDARIES ARE BLAZED, POSTED AND PAINTED ORANGE.
2. CLEARCUT BOUNDARIES AGAINST PRIVATE LANDS HAVE TAGS REVERSED AND ARE PAINTED ORANGE.

SCALE: 1"=1000 FT.

LEGEND

	CLEARCUT AREA- CABLE YARDING REQUIRED		EXISTING ROADS
	TREES MARKED FOR CUTTING IN THE RESERVE AREA		ROADS TO BE CONSTRUCTED
	SPECIAL YARDING AREA- FULL SUSPENSION REQUIRED		ROADS TO BE RENOVATED/ CONSTRUCTED
	RESERVE AREA		CORNERS FOUND
	RESERVE AREA - PREVIOUS SALE		BOUNDARY - CUTTING AREA
	FENCED PROGENY TEST SITE - DO NOT DISTURB		BOUNDARY - CONTRACT AREA
	FIRE TRAIL		SEED TREES - DO NOT CUT
	STREAM CLEARANCE REQUIRED		

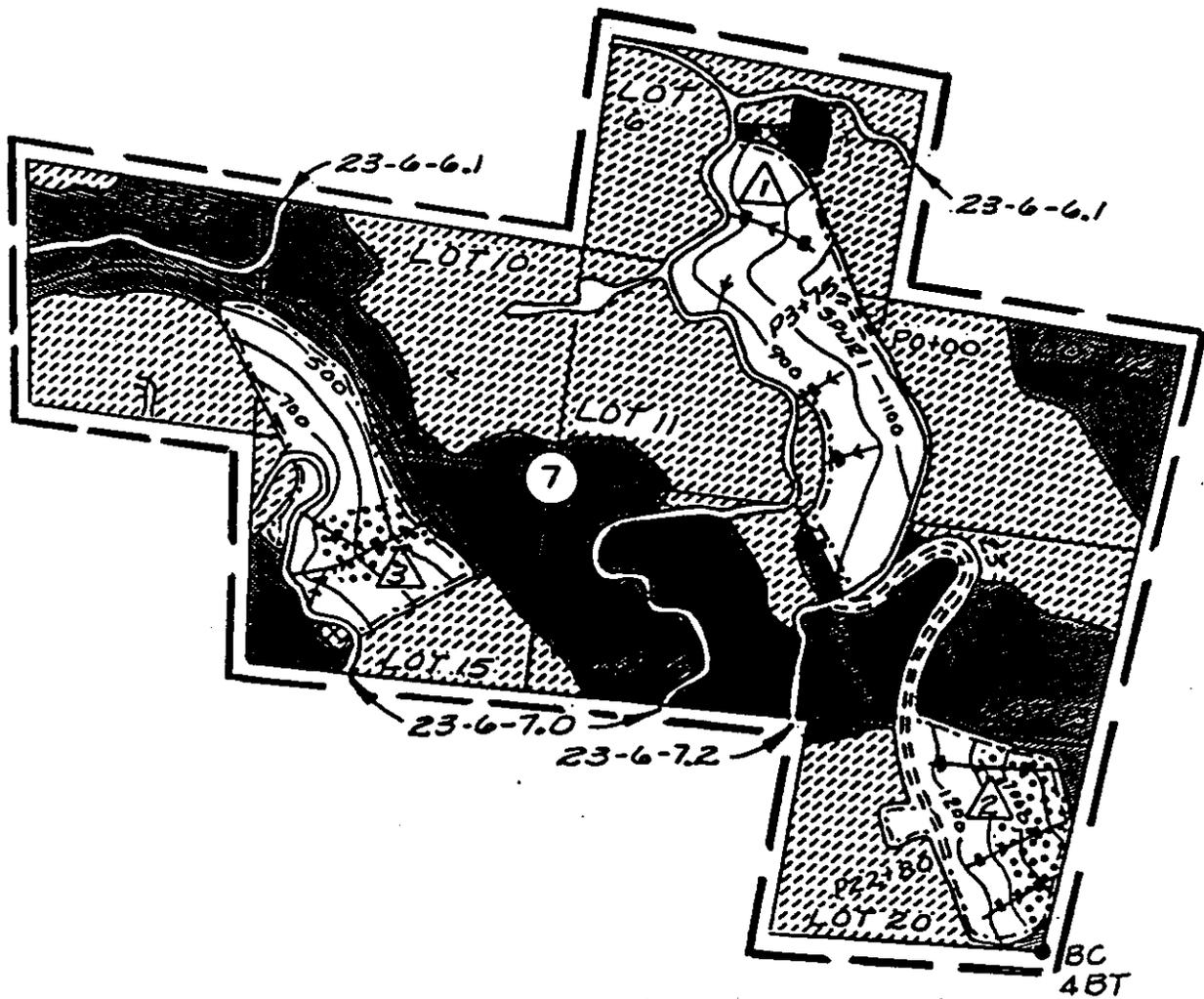
U Department of the Interior
Bureau of Land Management

EXHIBIT "A"

Sale Name
BLUE HOLE
Tract Number
87-12

District ROSEBURG	Township 23 S	Range 6 W	Section 7	Meridian WILLAMETTE	SHEET 3 Contract Number
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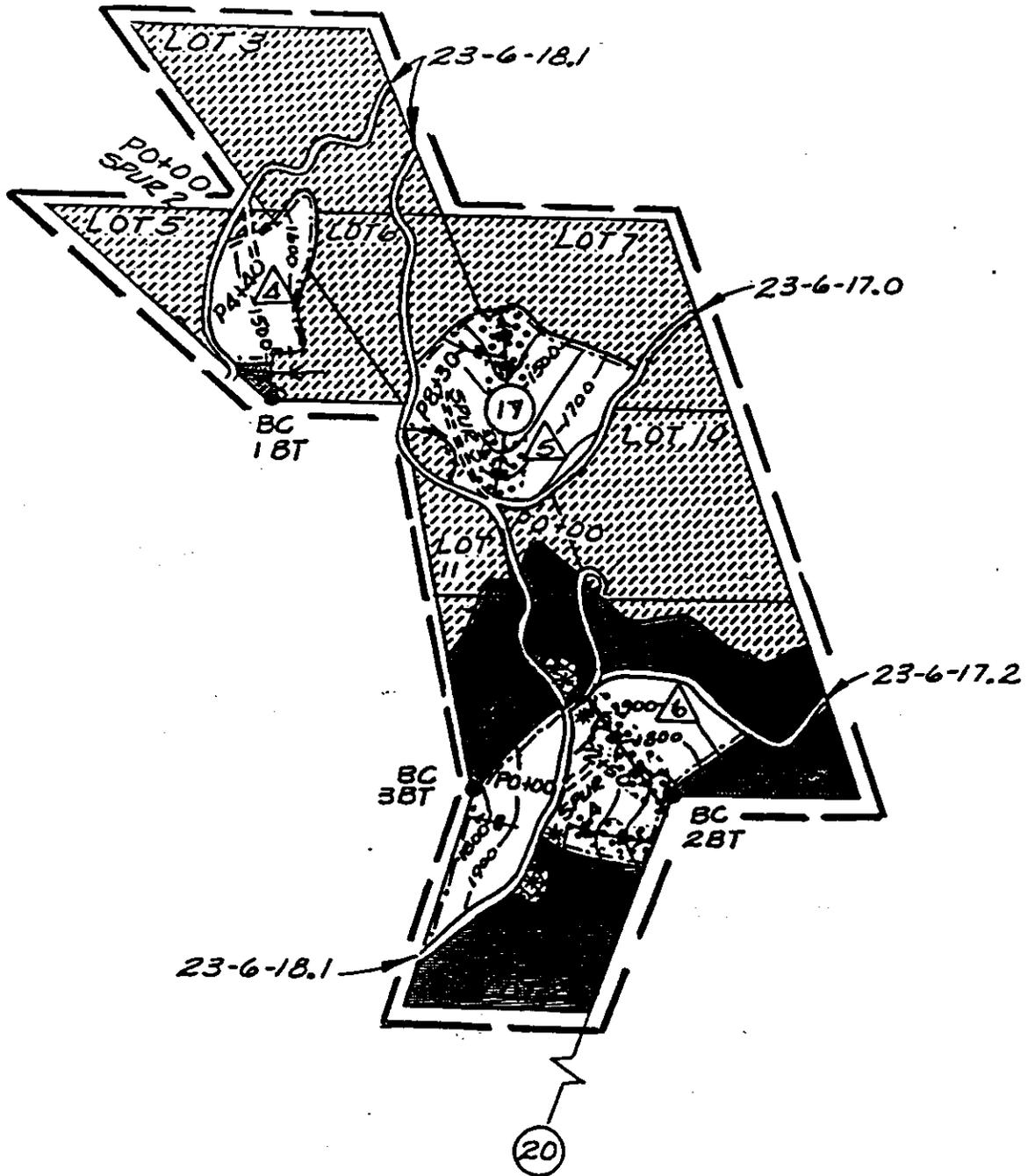
Yoncalla Timber Products, Inc.
OR-100-TS87-8



SEE SHEET 1 FOR LEGEND

Tract ROSEBURG	Township 23 S	Range 6 W	Section 17 & 20	Meridian WILLAMETTE	Contract Number
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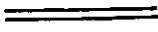
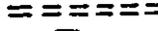
Yoncalla Timber Products, Inc.
OR-100-TS87-8

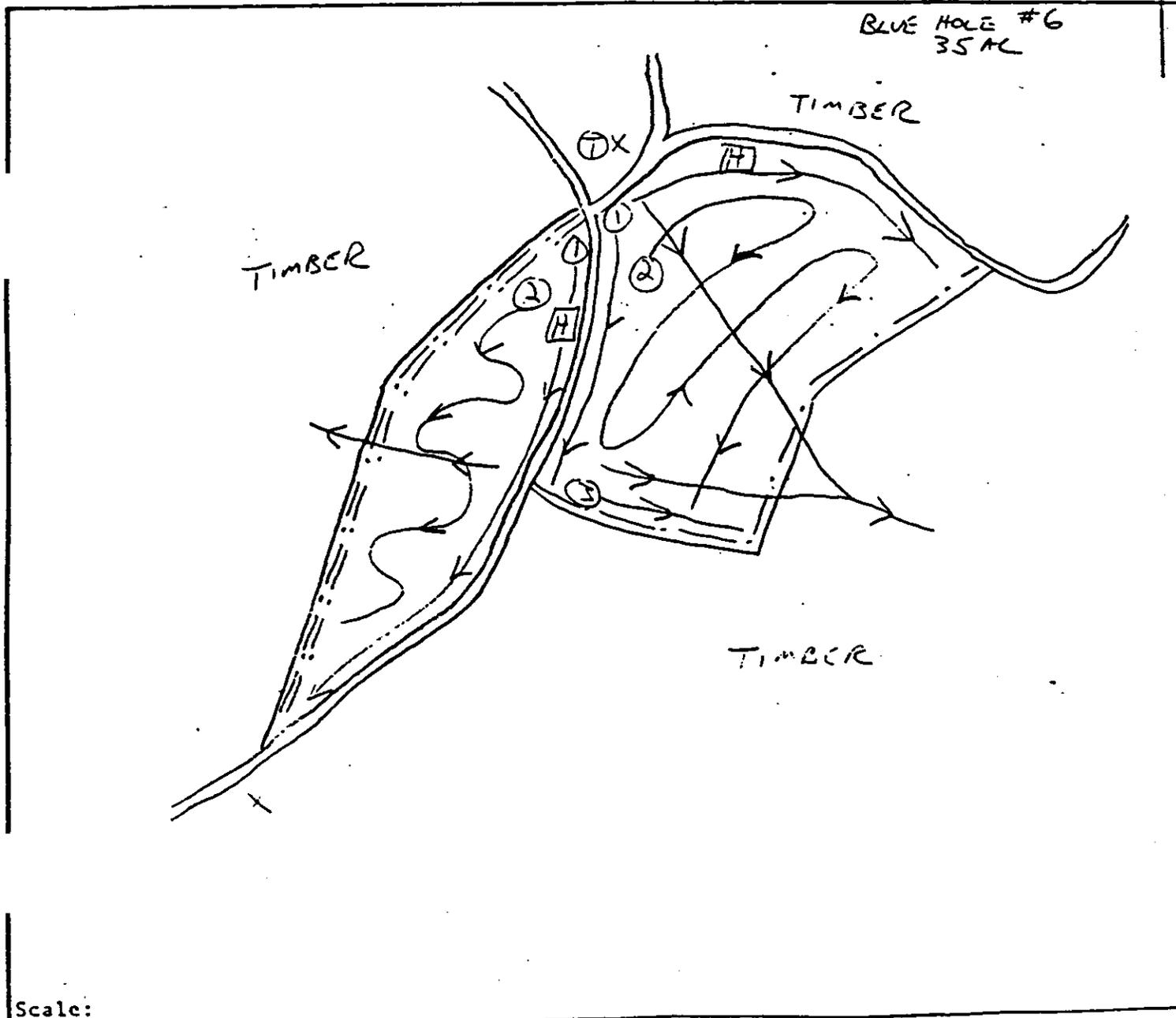


SEE SHEET 1 FOR LEGEND

IGNITION & HOLDING BURN MAP

AND:

- | | | | |
|---|-----------------------|---|--------------------------|
|  | FIRING SEQUENCE |  | HEAVY FUEL CONCENTRATION |
|  | HAND LINE |  | RIDGE |
|  | MACHINE LINE |  | DRAW |
|  | ROSELAY |  | STREAM |
|  | HOLDING CREW |  | CHUTE |
|  | TANKERS |  | HEADWALL |
|  | PUMP |  | BUFFER |
|  | FOLDATANK |  | WILDLIFE SNAG |
|  | REPRODUCTION |  | HANDPILE |
|  | OLD GROWTH |  | MACHINE PILE |
|  | SURFACED ROAD |  | DECK |
|  | PRIMITIVE ROAD |  | SUMP |
|  | CRITICAL HOLDING AREA |  | HELI-SPOT |
- SHOW NAME OF ADJACENT FUELS (Reprod., Brush, etc.)

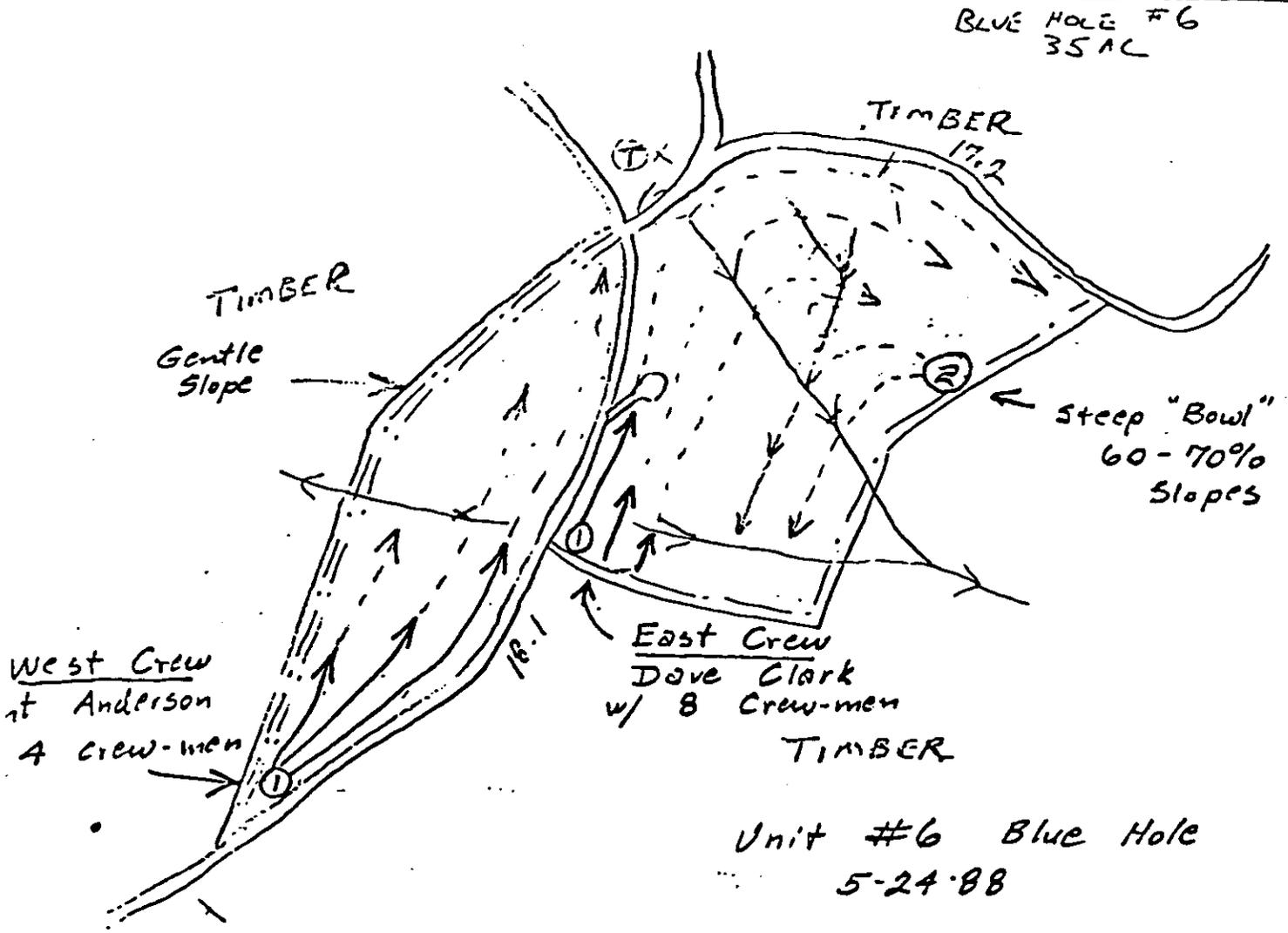


Scale:

DEFINITION & HOLDING BURN MAP

Appendix I - D

- | | | | |
|-------|-----------------------|-------|--------------------------|
| ② | FIRING SEQUENCE | Ⓜ | HEAVY FUEL CONCENTRATION |
| --- | HAND LINE | () | RIDGE |
| ===== | MACHINE LINE | (()) | DRAW |
| | HOSE LAY | ~~~~~ | STREAM |
| X | HOLDING CREW | ⌋ | CHUTE |
| Ⓣ | TANKERS | ⌋ | HEADWALL |
| Ⓟ | PUMP | ~~~~~ | BUFFER |
| Ⓡ | FOLDATANK | * | WILDLIFE SNAG |
| | REPRODUCTION | Ⓜ | HANDPILE |
| ~~~~~ | OLD GROWTH | Ⓜ | MACHINE PILE |
| ----- | SURFACED ROAD | Ⓧ | DECK |
| ----- | PRIMITIVE ROAD | Ⓦ | SUMP |
| Ⓢ | CRITICAL HOLDING AREA | Ⓜ | HELI-SPOT |
- SHOW NAME OF ADJACENT FUELS (Reprod., Brush, etc.)



Unit #6 Blue Hole
5-24-88

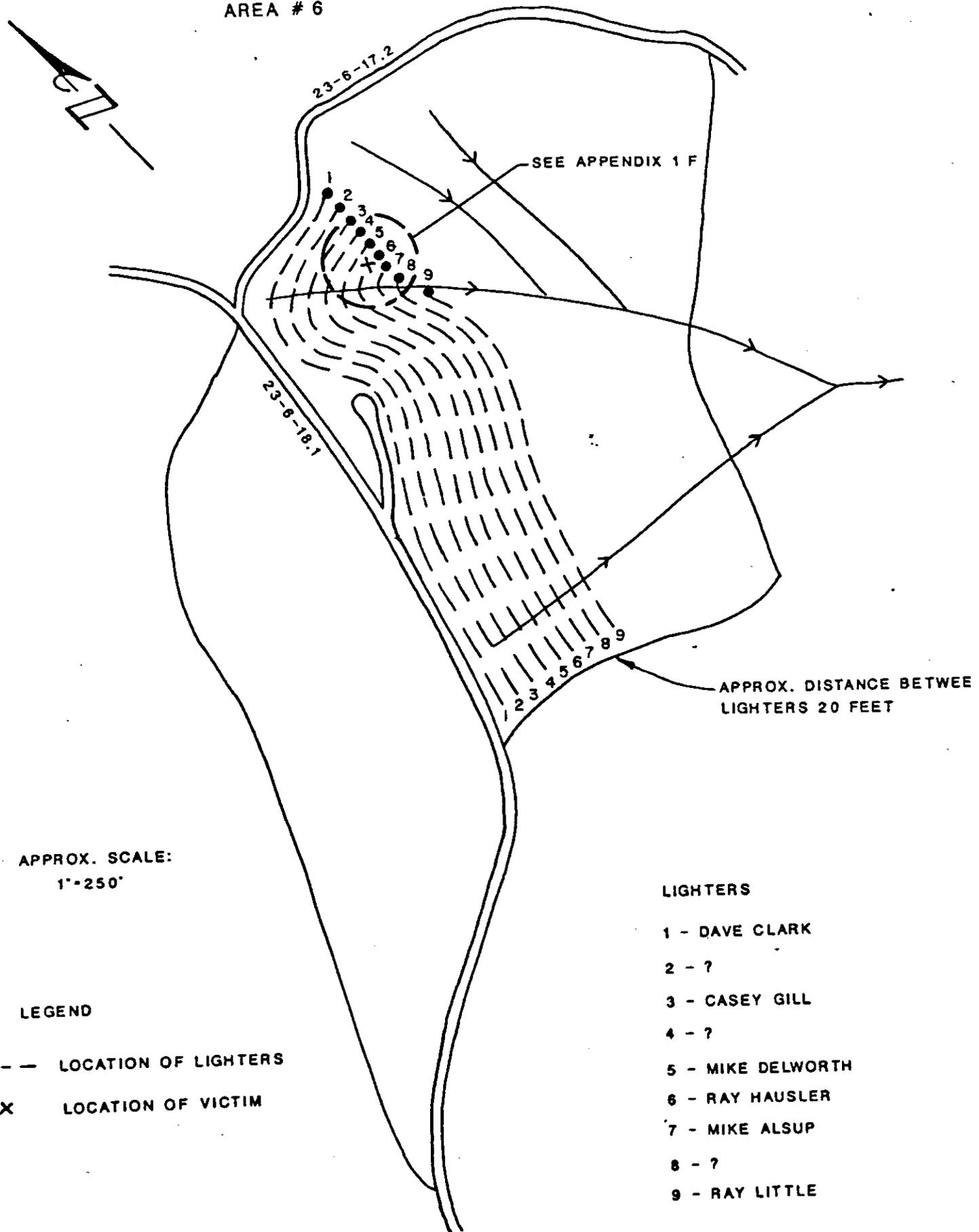
Lighting Plan

1" = ± 400'

Map #1

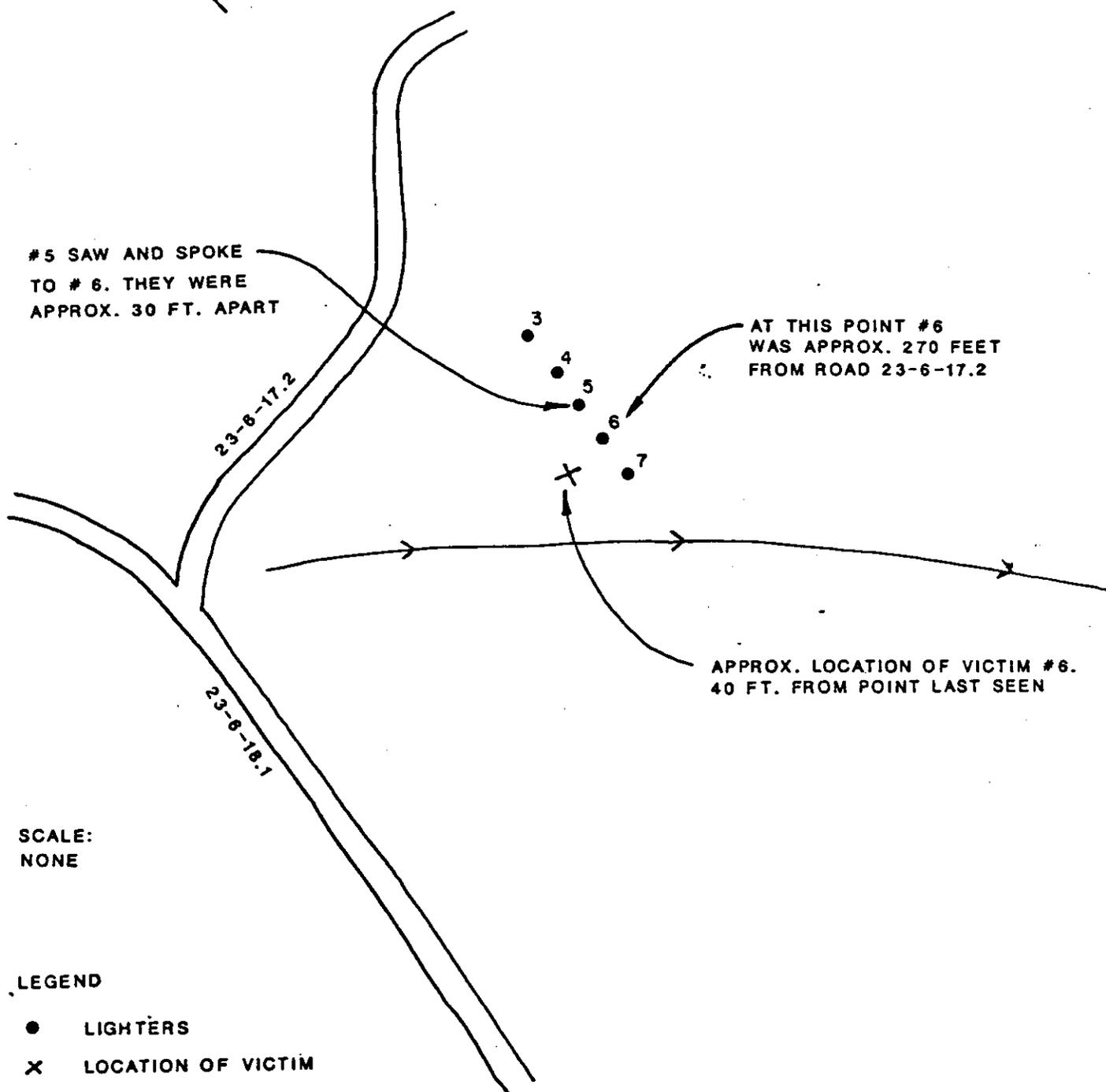
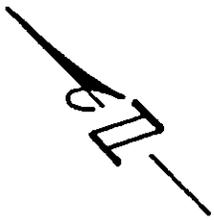
BLUE HOLE
AREA # 6

APPENDIX I E



BLUE HOLE
AREA # 6

APPENDIX I F



OR-100-TS87-8
Yoncalla Timber Products, Inc.
Blue Hole

SPECIAL PROVISIONS

Sec. 41 (f) Slash Disposal:

(1) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in slash disposal, mop-up, and patrol activities by furnishing, at Purchaser's own expense, the services of personnel and equipment on each unit or landing as shown below:

For Igniting and Burning All Areas

- (a) One (1) foreman to supervise crew and equipment operators and to serve as Purchaser's representative.
- (b) Ten (10) man crew for ignition, holding, and patrol activities. Crew shall be equipped with five (5) shovels, five (5) pulaskis, two (2) power saws, and eight (8) drip torches and fuel.
- (c) One (1) water tank truck and operator of two thousand (2,000) gallons or more capacity with three thousand (3,000) feet of hose and a nozzle acceptable to the Authorized Officer. Truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477-650 (1) and (2). Tank shall be filled with water.
- (d) One (1) helicopter with pilot, drip torch, and one thousand twenty-five (1,025) gallons of gasoline and alum-a-gel mix to ignite all clearcut areas. Aircraft and pilot must be acquired from a list of OAS carded aircraft and pilots provided by the BLM. Helicopter should be equipped with the following:
 - (1) Aerial water bucket.
 - (2) Air-to-ground radio communications.
 - (3) Service truck.
- (e) Have a crawler tractor (Caterpillar D-7 or equivalent) equipped with a dozer blade available at the slash disposal site within one (1) hour's notice.

Mop-Up All Areas

- (a) One (1) foreman to supervise crew and equipment operators and to serve as Purchaser's representative.
- (b) Ten (10) man crew for mop-up and patrol activities. Crew shall be equipped with five (5) shovels, five (5) pulaskis, and two (2) power saws and fuel.

SPECIAL PROVISIONS

(c) One (1) water truck and operator of two thousand (2,000) gallons or more capacity with three thousand (3,000) feet of hose and a nozzle acceptable to the Authorized Officer. Truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477-650 (1) and (2). Tank shall be filled with water.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. 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 ninety-six (96) hours, as directed by the Authorized Officer within a seven (7) 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 or designated representative, 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.

SPECIAL PROVISIONS

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

If the Purchaser elects to contribute:

In lieu of performing work items listed in Section 41(f)(1), the Purchaser may make a contribution to the Government in the amount of \$32,960.00, and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of Purchaser's intention to make this contribution by executing contract Modification No. 1, at the same time the contract is executed. The modification of Sec. 41(f)(1) will state, "Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazard caused by slash created by the Purchaser's operations on Government lands including ignition, mop-up and patrol." If the Purchaser elects to make a contribution, the Authorized Officer shall establish an installment schedule of payments of the contribution.

Sec. 41 (g) Cultural Resource:

(1) If in connection with operations under this contract, the Purchaser, contractors, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

(2) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered to be present on the area. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Authorized Officer.

Aggregate Burn Plan for Drain Resource Area
Spring '88
PRESCRIBED FIRE PLAN

ROSEBURG DISTRICT

Prepared by: *Ken W. Zahrt*

Date: 4-1-88

Prepared by: _____

Date: _____

Reviewed by: *Maril D. Tuttle*

Date: 4/7/88

Nonconcurrency _____

Reviewed by: *Edgar J. Steyer*

Date: 4-7-88

Nonconcurrency _____

Approved Prescribed Fire Plan constitutes the authority to burn. No one
the authority to burn without an approved plan or in a manner not in
compliance with the approved plan. Actions taken in compliance with the
approved Prescribed Fire Plan will be fully supported. Personnel will be held
accountable for actions taken which are not in compliance with elements of the
approved plan regarding execution of the objectives in a safe and cost
effective manner. These projects are rated:

COMPLEX _____
INTERMEDIATE XXXX unless Helitorch operation
NON-COMPLEX _____

This is pursuant to OSO, prescribed fire guidelines.

Estimated cost per acre: \$300.00

Benefitting Activity(ies) 6320.5500

M. Berg

Date: 4/11/88

U.S. Department of Interior
Bureau of Land Management
Oregon State Office

SPECIAL USE SAFETY PLAN

=====
Craft type(s) == Tail Numbers === Requesting Office
Fixed helicopters == various === Roseburg
=====
Project Name == Contract or Offer No.
Slash Burns == various
=====
Geographic Location == Start Date == Completion Date == Est Hr.
Drain Resource Area == 3/88 == 6/88 == 2/unit
=====
Objective == Activity and Project Code
site prep == 6320-10, 5500-10
=====

=====
Maximum Ground Elevation == Maximum Ground Temp. == Minimum Flying Altitude
at Operations Area == at Operations Area == (Above Ground Level)
2800 == 80 == 30
=====

Military Training Routes (MTR) - Check DOD Chart for Possible Conflicts
=====
MTR No. Within Area of Special Use (if applicable) IR346 West to East on
straight line between Winchester Bay and Oakridge
=====

Location of Military Unit Notified == Phone No.
Whidbey Island Naval Air Station == (206) 257-2807
=====

Location of Flight Service Station Notified == Phone No.
Roseburg Airport ==
=====

Possible Hazards and Solutions for Avoiding Them (Attach Hazard Map)
a) old-growth trees 50 - 200'
b) spar poles and lines from logging op. Solutions:
c) powerlines and cables Haz map & pilot briefing
d) other aircraft
=====

Radio/Communication to be used
Roseburg District frequency (166.300) on aircraft or portable.
=====

Flight Tracking and Communication Procedures (Check in Time and/or Locations)
Flight following check in minimum of once every 15 minutes.
=====

Special Equipment and/or Transportation Needs
=====

Have safe helispots/heliports been designated? yes
Have they been marked on the hazard or project map? yes
=====

Approved for Special Use Flying
(signature) Date approved: 4/11/88
(signature)
=====

Table of Contents

Aggregated Burn Plan	pages 1 thru 5
Roseburg Overlook	pages 6 thru 15
League Ranch	pages 17 thru 25
Buzztail	pages 26 thru 30
Blue Hole	pages 31 thru 39
Rice Flat	pages 40 thru 48
Stage Road	pages 49 thru 53
Sunlit Creek	pages 54 thru 58

STANDARD OPERATING PROCEDURES

MEDICAL EMERGENCIES IN PRESCRIBED BURNING

All Burn Bosses will ensure that an evacuation kit and a First Responder or EMT will be available reasonably near the unit being burned. During the pre-burn briefing, an ambulance rendezvous point will be designated, and this information will be given to BLM Base prior to beginning operations. In the event of a serious injury, the following guidelines will be used:

BURN BOSS

1. Notify BLM medics and direct them to the victim.
2. Call BLM Base and order an ambulance.
3. Assign a person to meet the ambulance at the rendezvous point and guide it in.
4. Assign one person to monitor the radio for the duration of the emergency.

LIGHTING BOSS

1. Suspend or modify lighting sequence to protect the victim.
2. Advise Burn Boss if you have personnel available to assist in the evacuation.

HOLDING BOSS

1. Initiate any suppression action needed to protect the victim.
2. Monitor fire situation and maintain control of the fire.
3. Advise Burn Boss if you have personnel available to assist in the evacuation.

HELIPORT MANAGER

1. If helo is to be used for evacuation, ensure that the heliport is closely supervised and all safety procedures are followed.

The Burn Boss retains overall responsibility and control. He should be as responsive as possible to the requests of the medical personnel. The medical personnel have legal responsibility for the patient's treatment and their orders in regard to treatment will be followed.

NOTE:

This is an aggregate plan for the spring operating season for the Drain Resource area. This portion of the plan will give general guidelines under which the area will operate. If more specifics are needed they will be contained in the individual unit plan.

RESOURCE OBJECTIVES:

- 1) Silviculture: Site preparation for tree planting
- 2) Fuels Management: Reduce heavy accumulations of logging slash.
- 3) Air Quality: Smoke Management

PRESCRIBED FIRE OBJECTIVES:

- 1) Across 100% of the unit area, reduce:
 - 1 hour time lag fuels by 90-100%
 - 10 hour time lag fuels by 70-100%
 - 100 hour time lag fuels by 50-100%
- 2) Reduce the live fuels on 100% of the unit area by 70-100%
- 3) Burn only when transport wind direction is away from designated smoke management areas.

TOLERABLE DEVIATION OF OBJECTIVES:

Burn 50% of slash and competing vegetation

FUELS DESCRIPTION:		4DF4CC: Duff and live fuels, after logging			
SIZE CLASS	TONS/ACRE	Shrubs	1 TA	Duff Depth	4 in.
1/4 - 1"	5.6	Herbaceous	1 TA	Surface Fuel Depth	12 in.
1 - 3"	7.6	Total Dead	37 TA	Activity Fuels Age	.5 yrs.
3 - 9"	7.3	Total Biomass (Live & Dead) 39 tons			
9 - 20"	10.7	Snags 8" plus: No./Acre 0 Avg. Ht. 0 ft.			
20"+	5.8	Arrangement: MOST WITHIN 1' OF GROUND			
		Continuity: UNIFORM			
		Activity: Moderate to heavy logging slash			

FUELS DESCRIPTION:		SDF4CC: Duff and live fuels after logging			
SIZE CLASS	TONS/ACRE	Shrubs	1 TA	Duff Depth	4 in.
0 - 1"	2.6	Herbaceous	1 TA	Surface Fuel Depth	12 in.
1 - 3"	4.5	Total Dead	45 TA	Activity Fuels Age	.5 yrs.
3 - 9"	14.3	Total Biomass (Live & Dead) 50 tons			
9 - 20"	15.7	Snags 8" plus: No./Acre 0 Avg. Ht. 0 ft.			
20"+	8.3	Arrangement: MOST WITHIN 1' OF GROUND			
		Continuity: UNIFORM			
		Activity: Moderate to heavy logging slash			

DESCRIPTION OF FUELS ON SITE & ADJACENT:

These logging units are clear cuts that were logged within the past year. They represent areas that will enable adequate fuel moistures for spring burns. These units are surrounded by either old-growth timber or reproduction belonging to BLM or large companies.

WEATHER AND FUEL PARAMETERS

	Range	Desired	
Temperature	50 F. to 80 F.	65 F.	
Relative humidity	30 % to 70 %	40 %	OUTSIDE AREA AT
Wind speed (20 feet)	0 mph to 8 mph	4 mph	CRITICAL HOLDING POINT
Slope	20 % to 60 %	50 ave.	Minimum Acceptable
Wind Direction	E to W	NE	
1 hr. fuel moisture	8 % to 12 %	9 %	14 %
10 hr. fuel moisture	10 % to 16 %	12 %	16 %
100 hr. fuel moisture	14 % to 22 %	16 %	20 %
Live fuel moisture	50 % to 200 %	200 %	200 %
Soil moisture	% to %	%	%

INSIDE AREA AT CRITICAL HOLDING POINT
(Downhill rate of spread)

	(RANGE)	(DESIRED)
Rate of spread	4 to 24 ch/hr.	14
Heat per Unit Area	1888 to 2138 BTU/ft.	2076
Fireline Intensity	122 to 956 BTU/ft./sec	544
Flame length	4 to 11 feet	8
Ignition Component	5 to 50	25
Reaction Intensity	5628 to 6373 BTU/ft./min	6180

OUTSIDE AREA AT CRITICAL HOLDING POINT
(Uphill rate of spread)
(Maximum Acceptable)

Old-growth (FM-10)

Rate of spread	8 ch/hr.
Heat per Unit Area	1128 BTU/ft.
Fireline Intensity	167 BTU/ft./sec.
Flame Length	5 feet
Ignition Component	9
Reaction Component	5146 BTU/ft./min.

Reproduction (FM-8)

Rate of spread	2 ch/hr.
Heat per Unit Area	159 BTU/ft.
Fireline Intensity	5 BTU/ft./sec.
Flame Length	1 feet
Ignition Component	9
Reaction Component	784 BTU/ft./min.

Spotting Distance miles

FIRE BEHAVIOR NARRATIVE: Units will be burned within the parameters described above. The results from the Fire Behavior program indicates fires of possible high intensities within the units but of slow rates of spreads and manageable intensities outside the units.

SMOKE MANAGEMENT

Visibility Hazard(s) (Roads, Airports, etc.)

No visibility hazards within 15 miles of the unit.

Actions to Reduce Visibility Hazard(s):

Burn under approved smoke management clearance. Burn under the most unstable atmospheric conditions possible within the parameters of the plan. This will favor vertical development of the smoke column and good transport winds to disperse the smoke quickly.

Could Residual Smoke Be a Problem? What Steps Can Be Taken To Reduce This Problem (i.e. Specific fuel moistures, time of day, etc.)

Residual smoke could linger up to 24 hours after ignition. It will be confined to the immediate vicinity of the unit and the local drainage. The current weather forecast and smoke management advisory will be used to choose the most favorable time for ignition, but other parameters may limit ignition options.

SPECIAL CONSTRAINTS/ CONSIDERATIONS (Water, Human, Cultural, etc.)

NONE

IGNITION SCHEDULING

Preburn Monitoring Needs: Weather, Fuel Moistures

Season: SPRING Approx. Date: APR-JUN Time of Day: PM

Limitation on days of week for burnings:

~~No limitation~~ Smoke clearance is the only limiting factor. Smoke clearance days are few and far between. We can not afford to miss any chances.

Length of Ignition Phase: 1hr/UNIT hr.

Ignition Method: DRIPTORCH or Helitorch

Length of Burnout Phase: 2 hr.

Type of Burn: Broadcast

PUBLIC INFORMATION:

Pre-burn (Contact, when, by whom):

Pre-approved burn plan to the DFPA 10 days in advance of ignition.

Burn Day (Contact, by whom):

- 1) DFPA for smoke management clearance and back up contingency.
Burn boss will notify at 9:00 am on the day of ignition for an afternoon burn.
Burn boss will notify at 3:30 pm on the day of ignition for an evening or night ignition.

If possible, smoke clearance will be obtained the evening prior to the day of ignition.

- 2) Timber sale purchaser: 24 hour notice of intent to burn. Contact purchaser representatives as soon as smoke clearance is verified to give the maximum time possible to find a crew.

Postburn Monitoring:

Evaluated following ignition

SAFETY HAZARDS:

Steep terrain, foot travel through heavy slash, loose bark on logs, rolling debris, smoke, flames, flying embers, firestorms, changing weather, wind and changing fire behavior. Working in a crew situation under dangerous conditions with sharp hand tools, chain saws, tankers, etc. Flammable fuel in vehicles, helicopter and helicopter if a remote ignition, helispot hazards, backing vehicles. Ignition sequence, other lighters can get ahead if good communication is not maintained. Possibilities exist for any of the following injuries: eye, hand, leg, ankle, back, cuts, bruises, poison oak, heat exhaustion, etc.....

IMPORTANT POINTS FOR CREW BRIEFING:

Briefly discuss all of the safety hazards listed above.

Chain of command, lighting sequence, holding crew locations, escape routes, required protective clothing, communications, radio channel(s) being used, resource objectives, critical holding areas, water locations, pump locations, available equipment on the site, suppression plans if and when a stop over occurs, access routes, fire trail locations and types of trails, expected fire weather, expected fire behavior.

MOP-UP:

(Use the Daily Mop-up Shift Plan for Day to Day Specifics)

Objective: (i.e. 100% perimeter, how many days, etc.)

100 % within 10 days, additional requirements may be required and will be spelled out in the Daily Mop-up Shift Plan.

WORKFORCE & EQUIPMENT NEEDS FOR IGNITION AND HOLDING

Prescribed Fire Manager: Ed Shepard

Burn Boss(s): Tom Lonie , Glenn Lahti Rating: _____

Lighting Boss(s): Burkhart, Murrin Holding Boss(s) same

Personnel	Total Amount	BLM	Purchaser	Other
Burn Boss	1	1		
Lighting Boss	2	2		
Foreman	1		1	
Crew	7		7	

Equipment

Ignition Equipment				
Drip-torches	10	2	8	
Helitorch(opt)	1		1	
Fuel w/helitorch	330	30	300	
Fuel w/o helitorch	60	30	30	

Tankers

2000 gal+	1		1	
-----------	---	--	---	--

Fittings
 * Enough for 1500 feet of
 * 1 1/2" hose lay with
 * laterals every 200' feet

Hose

cotton	3000'	1000'	2000'	
--------	-------	-------	-------	--

Pumps and Accessories

Pulaskis	6	2	4	
Shovels	6	2	4	
Power Saws	2		2	

Proposed Costs

Site Prep	
Ignition	
Holding	
Mop & Patrol	
Administration	
Total	300/ac

Note: This is a minimum for all the units in most cases more people will be involved.

BURNING PLAN BRIEFING GUIDE

Project Name: _____ Size: _____ Acres

Charge Number: _____ Type of Burn: _____

Chain of Command

Burning Boss: _____

Holding Boss: _____

Firing Boss: _____

Weather Observer: _____

Other Assignments: _____

Frequency of Observation: _____

Communications

Radio Channel: _____

Contact with Dispatcher: _____

Radio Assignments: _____

Plan of Operation

Starting Point: _____

Firing Pattern: _____

Approximate Time for Completion of Burning: _____

Contingency

Escape by spotting or slop over should be reported to holding boss and burning boss. Give location, size, other forces and equipment required for control.

Location of Secondary Lines: _____

Safety

Escape Routes: _____

Problems with heavy smoke, holding crews, engines, steep slopes, rolling materia spotting, snags, snakes.

Other Considerations: _____

Discuss use of firing equipment. Keep hose out of fire.

Location of lookouts if needed: _____

Firing crew will remain in sight of each other.

Unit Verification and Number Assignment - Codes

BLM

ROSCORUC

FOREST OR DISTRICT:

The X's below indicate the maximum number of digits that can be sent in that group. The group in many cases will be smaller than the maximum field size indicated. When sending the data to Salem for input into the Computer the field size is not important in the free-form input as long as each field is separated by a comma (,). This comma tells the computer operator to start the next field of data. All you have to do as an operator is enter the consecutive order format, separating each field by a comma. When you are entering data directly into the computer, merely fill in the blanks on the CRT screen.

SEND IN FRIEND OF TIME

Forest/Dist. Use		UNIT DESCRIPTION REPORT											Unit No. (Assign. by Computer)	
Dist. or Forest Ident. XXX,1,1	County No. 1-36	Typ. Rge. Sec. XXXXXXXXX,3	Elev. XXX,4	Distance from DA to Mile XXX,5	Type of Burn XXX,6	Priority of Burn XXX,7	Ownership XXX,8	Acres in Unit XXX,9	Total Fuel Load 10 (Tns) XXXX,10	Tot. Fuel Load (3" Tns/ac) XXXX,11	Method Fuel Load XXX,12	Aver. Duff Depth XX,13	Predom. Species XXX,14	Min. Diam. X,15
ACE FLAT #1		235-6W-13	1400	20	B	L	F	52	3068	23.8	S	1	S	1
#2		235-6W-14	1700	20				15	885	23.0				
#3		235-6W-14N3	1500	20				25	1475	23.0				
#4		235-6W-23	1200	20				30	1770	23.0				
LEAGUE PARK #1		255-7W-9	800	17				23	1357	23.0				
#1		255-7W-3	1500	17				31	1829	23.0				
#3		255-7W-3	1400	17				47	2773	23.0				
#4		255-7W-3	1500	17				37	2183	23.0				
ROSCORUC OVERCAMP #1		255-7W-21	1900	8				30	2070	38.3				
#1		255-7W-21	2000	8				13	877	38.3				
#3		255-7W-21	2100	8				18	1242	38.3				
#4		255-7W-17	1700	9				31	2137	38.3				
BLUE MOSE #3		235-6W-7	600	24				22	1510	38.3				
#5		235-6W-17	1600	23				23	1357	23.0				
#6		235-6W-17N2	1800	25				35	2065	23.0				
STAGS ROAD #1		215-4W-36	1400	15				36	2124	23.0				
STAGS ROAD #2		225-4W-35	1500	15				34	2006	23.0				
BUTTE #1		247-6W-5	800	21				36	2224	25.0				
SUMMIT #1		205-6W-35	1000	15				44	2576	23.0				

Form 1-4-1-501, Rev. 3/86, all previous editions of this form are obsolete and should be destroyed. (Old form number 1-1-3-400.)

ROSCORUC

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 9120-1
(December 1964)
(formerly 4-5499)

RADIO STATION LOG

CODE	Location	Radio Call Sign
RD - Radio Telephone LL - Landline Telephone VB - Verbal Message MS - Messenger Service	ROSEBURG Transmitting Freqs: (circle) F1, F2, F3, F4,	BLM BASE
		Date 5/24/88

TIME (0001- 2400)	STATION CALLED OR CALLING	INFORMATION	OPERATOR INITIAL
1058	BURKHARDT	BLUE HOLE #5 BURN 1/2 OF 8 MILES W COLUMN DUE WEST & VERY HIGH	
1115	PATRICK	25 3 27 ENROUTE	
1124	TESTER	FINNELL SHOW UP THERE NEG	
1136	LONI	ETA ON FALLER	
1142	LONI	WE NEED YATES TOMORROW FOR INFRASCAN FLIGHT ALSO NEED TOMORROWS PLANS BY 1400	
1145	PATRICK	25 3 33 ENROUTE	
1157	PATRICK	25 3 33 BIT DOWN	
1200	BURKHARDT	BLUE HOLE #5	
1240	LAHTI	WATERING TROUGH #1 BEGAN LIGHTING	
1223	LONI	NO CONTACT	
1225	PATRICK	25 3 29	
1228	LONI	NO CONTACT	
1237	LAHTI	COMPLETED LIGHTING WATERING TROUGH #1 SMOKE GOING PRETTY MUCH SOUTH ALITTLE BIT WEST	
1238	BURKHARDT	BLUE HOLE COLUMN-SW	
1244	LAHTI PATRICK	25 3 19 FUEL HELICOPTER	
1247	TESTER	NO CONTACT	

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23

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 9120-1
September 1964
GSA FPMR (41 CFR) 101-11.6

Radio Call Sign
BLM BASE

Location
ROSEBURG
Transmitting Freqs: (circle)
F1, F2, F3, F4,
Date
5/24/88

CODE
RD - Radio Telephone
LL - Landline Telephone
VB - Verbal Message
MS - Messenger Service

RADIO STATION LOG

TIME 0001 - 3000	STATION CALLED OR CALLING	INFORMATION	OPERATOR INITIAL
252	TESTER	Mellow moon started lighting yet? Neg. Compass reading Blue Hole #5 COMPASS READING ON BLUE HOLE SMOKE? S 60° W	
1252	BURKHARDT	STARTED IGNITION ON #5 WATERING TROUGH	
254	LAHTI	FINISHED LIGHTING WATER TROUGH	
	WETHERAL	JUST SPOKE TO BAUMAN AT UM.	
1335	TESTER	FINISHED LIGHTING WATER TROUGH	
242	LAHTI	25 3 19	
	PATRICK	FINISHED LIGHTING WATER TROUGH	
	BURKHARDT	FINISHED LIGHTING WATER TROUGH	
1342	ALL PATS	FINISHED LIGHTING WATER TROUGH	
1351	LAHTI	FINISHED LIGHTING WATER TROUGH	
1353	LL TESTER	HAS BLUE HOLE #5 BEEN LIT YET. WE'RE ON HOLD ON THAT DAN HAS A PROBLEM AND WE'RE TRYING ATTEMPTED CONTACT	
1355	ED SHERADO	ARRIVED FIRE CAMP	
1401	MONROE TESTER	43° 30' 123° 25' LEANS FOR BLUE HOLE CONTACT MCGUIRE-DALE AND ASK HIM IF HE WANTS ME OVER THERE.	
1405	PATRICK	Sec 19 CANT REACH HIM DO WHAT YOU WERE SUPPOSE TO DO	
1413	PATRICK	25 3 7	
1414	BURKHARDT	NO CONTACT	

Form 9120-1
 (December 1964)
 (formerly 4-1449)

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

RADIO STATION LOG

TIME (0001- 2400)	STATION CALLED OR CALLING	CODE	Location	Radio Call Sign	OPERATOR INITIAL
			ROSEBURG	BLM BASE	
					5/24/88
		INFORMATION			
1426	Burkhardt		#6 Blue hole head end of Bush creek new still flooding down area. It is cooling down. we haven't found him yet. Rescue enroute with helicopter.		
1427	Burkhardt		ENROUTE ROSEBURG AIRPORT. HOLD THAT HELICOPTER AT AIRPORT		
1442	PATRICK				
1445	PATRICK		WE'VE CUT SUPPORT TRUCK LOOSE AND DON'T HAVE RADIO CONTACT WITH HIM. HOW MUCH FUEL ON BOARD. 2 1/2 HOURS WORTH		
1448	PATRICK		ON GROUND LOCATED BODY NEED BODY BAG FIRE COOLED DOWN		
1454	BURKHARDT		THIS REBECCA MONROE WITH BLM ROSEBURG WE'VE HAD A FATALITY ON ONE OF OUR PRESCRIBED BUENS. IT'S THE BLUE HOLE TIMBERS. THE LEGAL LOCATION IS 33 ROW SEC 17. WE NEED A CORRENDOR. THERE WILL BE SOMEONE WILL MEET THEM AT HWY 88 AND DENVER CREEK.		
1500	CALL SHERIFFS OFFICE		YOU MIGHT WANT TO NOTIFY SEARCH & RESCUE AND HAVE THEM PACK THE BODY OUT INSTEAD OF HAVING FRIENDS DO IT.		
1511	DOSB/MONROE		BLM PSEG WED LIKE TO REQUEST SEARCH & RESCUE TO PACK A BODY OUT OF A PRESCRIBED FIRE UNIT, WHAT SHAPE BODY IN. IT WAS BUENT		
1514	SEARCH & RESCUE		IS AMBULANCE DISPATCHED? AFFIRM.		
1516	LAHTI		WHICH DIRECTION IS THAT AMBULANCE COMING FROM ROSEBURG OR ORAIN. WE DONT SEND AN AMBULANCE STOF VAUGHAN & CORRENDOR ENROUTE		
1520	BURKHARDT		IS AMBULANCE GOING OUT TO UNIT. NEG. EMERGENCY SERVICES ARRANGING TRANSPORT OF BODY 25 MIN. GATHERING TIME ON S.F.		
1525	D.C. SEARCH & RESCUE		RELEASE HELICOPTER DONT NEED IT. THANK YOU FOR HOLDING IT.		
1528	PATRICK		CALL WINES INFORM THEM WE'LL BE LATE.		
1529	PASSOW		ETA 1 1/2 HRS RELEASING CREW FROM HERE TO ORAIN		
1607	HEENAN				

INVESTIGATION TEAM LOG

Dave Copelan - USFS - Tiller R.D.
 FMO - Law Enforcement
 Paul Stearns - Coos Bay BLM - Safety Officer
 Dale Pospisil - Roseburg BLM
 Robert Walter - Eugene BLM - Team Leader

May 25, 1988.

0800 Hrs. - Team met at Roseburg District Office
 " " Briefed by Mel Berg, Roseburg D.M.
 " " Ed Shepard, Roseburg A.M.

Ed ran thru the events of previous day, referring to radio log and notes.

0830 Hrs. - Team interviewed Dan Burkhardt - Dan was BLM burn boss.

0915 Hrs. - Team interviewed Dave Clark.
 Dave was Lighting Boss on area of incident.

1045 Hrs. - Team departed for incident site, Blue Hole unit #6, with Ed Shepard, Dan Burkhardt, Dave Clark and Glen Lahti.

1230 Hrs.- At site we discussed burn. We looked at site where victim was found. We reconstructed position of lighters at time of incident according to Lighting Boss, Dave Clark.

We hung blue flagging at site of victims body, at location of his drip torch, at position of other lighters, particularly Mike Delworth and Mike Alsup, the lighters immediately above and below the victim - we took pictures from several angles.

1600 Hrs. - Interviewed Mike Alsup - Paul Stearns and Dave Copelan conducted recorded interview.

1120 Hrs. - Interviewed Mike Delworth Again recorded interview - both men responded freely to questions and were extremely helpful.

1815 Hrs. - Team left site of burn and returned to Roseburg.

May 26, 1988.

0800 Hrs. - Team convened in Roseburg District Office. We briefed D.M., Mel Berg, and asked him to clarify his expectations. He wants detailed report limited strictly to facts. We told Mel we have to revisit site.

0830 Hrs. - We called Sandy Guches, State Office Safety Officer. We briefed her and told her we hoped to have draft report by Thursday, June 2nd.

Team reviewed previous days findings and ask to have lighting crew and Bill Forshee on site for interviews if possible. Ed Shepard made arrangements to have Bill Forshee on site at 1115 hours.

1030 Hrs. - Team departed Roseburg for Blue Hole unit #6.

1125 Hrs. - Arrived on site. State Industrial Accident Division Investigators, Tom Klontz and Scott Haviland, were present and conducting investigation. They were interviewing Bill Forshee when we arrived.

1215 Hrs. - Team interviewed Bill Forshee, owner Triple "C" Logging.

1250 Hrs. - Team interviewed Greg Hildebrand, owner of Hills-We-Brand.

1310 Hrs. - We again interviewed Mike Delworth to obtain clarification at yesterday's questions.

1330 Hrs. - The team, Delworth, Alsop went down to site we had flagged yesterday. Both Mikes confirmed the locations we flagged with Clark of BLM the day before.

Both Mikes described what happened. Both claimed they could see and hear each other clearly. Somehow fire got started below victim, victim apparently panicked and ran further into fire. We measured distance from where drip torch was found to where body was found. Distance was 40 feet. We also measured distance from drip torch location to Delworth's position at time of incident. Distance was 30 feet.

Tried to obtain information on rest of lighting crew. Most of crew were picked up at Eugene Mission and no one was sure how many were still working for Hills-We-Brand.

1515 Hrs. - Team left site for return to Roseburg. We agreed to meet again June 1, 1988 to work on report.

May 31, 1988.

0845 Hrs. - Walter contacted Bill Forshee of Triple "C" and Greg Hildebrand to locate Raymond Little.

0900 Hrs. - Bill Forshee suggested that Walter contact Ray Little at camp above Blue River Reservoir between 1630 and 1700 hrs.

0930 Hrs. - Walter called Ed Shepard to ask about transcribing, picture development, etc. Also inquired about coroner's report and autopsy.

1545 Hrs. - Bob Walter and Howard Parmen left Eugene D.O. for camp at Blue River.

1650 Hrs. - Tape interview with Ray Little.

1750 Hrs. - Leave camp at Blue River for return to Eugene.

June 1, 1988.

0800 Hrs. - Team convenes in Roseburg. Listens to Little interview.

We discussed procedures for data complying, reviewed format of report, reviewed pictures.

0900 Hrs. - Dave Copelan called Timber Lake Job Corps, Mt. Hood National Forest/ We requested Ray Hausler training and experience records.

Worked on report remainder of day.

June 2, 1988.

0800 Hrs. - Team worked on report all day.

June 3, 1988.

0800 Hrs. - Dave Copelan and Dale Pospisil worked on drafting report.

June 7, 1988.

0800 Hrs. - Completed draft report and sent to typing.

June 8, 1988.

0800 Hrs. - Dale Pospisil reviewed and edited documents.

June 9, 1988.

0800 Hrs. - Dale Pospisil and Dave Copelan reviewed all documents and put final rough draft together and presented it to D.M., Mel Berg.

DISCUSSION

STATIONARY UPPER LEVEL TROUGH IN NORTHEAST PACIFIC. SOUTHWEST FLOW FLOW ALOFT OVER PACNW. MINOR DISTURBANCE ROTATING AROUND TROUGH WILL MOVE INTO DISTRICT WEDNESDAY. SURFACE HIGH PRESSURE RIDGE NORTH OF DISTRICT TO GIVE NORTHEAST TO NORTHWEST FLOW TODAY THEN RIDGE BECOMING ORIENTED NORTH SOUTH ALONG COAST WEDNESDAY FOR NORTHWEST TO WEST FLOW. FRZLVL ABOVE 10000 FT.

FORECAST

ZONES 607 611 612 613 623
TODAY...MOSTLY SUNNY. TEMPS AND HUM LITTLE CHANGE COAST. INLAND TEMPS UP 4-10 AND HUM DOWN 10-15. VALLEY WINDS LIGHT THIS MORNING AND NORTHEAST TO NORTHWEST 5 TO 15 MPH THIS AFTERNOON EXCEPT 10 TO 20 MPH COAST. RIDGE WINDS NORTHEAST TO NORTHWEST 5 TO 15 MPH. LAL 1.
TONIGHT...CLEAR EXCEPT SOME HIGH CLOUDS LATE. GOOD HUM RECOVERY. WINDS LIGHT IN VALLEYS AND NORTHEAST TO NORTHWEST 5 TO 12 MPH RIDGES. LAL 1.
WEDNESDAY...INCREASING CLOUDINESS. SLIGHT CHANCE OF RAIN MAINLY 607 611 AND 623. TEMPS AND HUM LITTLE CHANGE INLAND. COAST TEMPS DOWN 5-7 AND HUM UP 5-15. WINDS BECOMING NORTHWEST TO WEST 5 TO 15 MPH. LAL 1.

ZONE 614

TODAY...MOSTLY SUNNY. TEMPS AND HUM LITTLE CHANGE. WINDS NORTHWEST 5 TO 15 MPH. LAL 1.
TONIGHT...CLEAR. GOOD HUM RECOVERY. LIGHT WINDS. LAL 1.
WEDNESDAY...PARTLY CLOUDY. TEMPS AND HUM LITTLE CHANGE. WINDS NORTHWEST 5 TO 15 MPH. LAL 1.

~~OUTLOOK THURSDAY THRU SATURDAY~~

DISCUSSION

UPPER LEVEL TROUGH IN NORTHEAST PACIFIC MOVING INLAND LATE FRIDAY. MINOR DISTURBANCES ROTATING AROUND TROUGH WILL MOVE INLAND MAINLY NORTH OF DISTRICT. FLOW ALOFT SOUTHWEST THURSDAY AND FRIDAY AND WESTERLY SATURDAY. SURFACE RIDGE ALONG COAST. SURFACE FLOW MOSTLY ONSHORE. FRZLVL ABOVE 9000 FT.

~~FORECAST~~

ALL ZONES...VARIABLE CLOUDINESS. CHANCE OF SHOWERS EACH DAY MAINLY 607 611 623. CHANCE OF MOUNTAIN SHOWERS OR THUNDERSTORMS EASTSIDE. TEMPS NEAR NORMAL. WINDS VARIABLE BUT MOSTLY NORTHWEST TO SOUTHWEST THURSDAY AND FRIDAY THEN SOUTHWEST SATURDAY.

END

TRANSPORT AND STABILITY FORECAST

DISCUSSION

UPPER LEVEL TROUGH REMAINING OVER NORTHEAST PACIFIC WITH WEST TO SOUTHWEST FLOW ALOFT OVER DISTRICT. SURFACE HIGH PRESSURE RIDGE NORTH OF DISTRICT BECOMING ORIENTED NORTH-SOUTH ALONG COAST BY WEDNESDAY. LOW LEVEL FLOW NORTHEAST TO NORTHWEST TODAY BECOMING NORTHWEST TO WEST WEDNESDAY. AIRMASS STABLE THIS MORNING WITH MULTIPLE INVERSIONS UP TO 10000 FT. AIRMASS BECOMING UNSTABLE LOW LEVELS THIS AFTERNOON DUE TO HEATING THEN STABILIZING TONIGHT. AIRMASS BECOMING UNSTABLE WEDNESDAY WITH HEATING AND APPROACH OF MINOR UPPER LEVEL DISTURBANCE.

FORECAST

THIS MORNING...MIXING HEIGHTS LESS THAN 1500 FT. TRANSPORT WINDS LIGHT IN VALLEYS AND NORTHWEST TO NORTHEAST 5 TO 15 MPH RIDGES.
THIS AFTERNOON...MIXING HEIGHTS 4-6000 FT. TRANSPORT WINDS NORTHWEST TO NORTHEAST 5 TO 15 MPH.
TONIGHT AND WEDNESDAY MORNING...MIXING HEIGHTS LESS THAN 1500 FT. TRANSPORT WINDS LIGHT IN VALLEYS AND NORTHEAST TO NORTHWEST 5 TO 15 MPH RIDGES.
WEDNESDAY AFTERNOON...MIXING HEIGHTS 5-6000 FT. TRANSPORT WINDS NORTHWEST TO WEST 5 TO 15 MPH.

END

COODING SHEET (2)
 OREGON SMOKE MANAGEMENT SYSTEM
 (OSMS)

OREGON SMOKE MANAGEMENT
 REPORTING SYSTEM CODING SHEET
 Part II & Part III

Planned and Accomplishment Report - Codes

SB - 500-5-3

FOREST OR DISTRICT:

AGENCY:

NOTE: The X's below indicate the maximum number of digits that can be sent in that group. The group in many cases will be smaller than the maximum field size indicated. When sending the data to Salem for input into the computer the field size is not important in the free-form input as long as each field is separated by a comma (,). This comma tells the computer operator to start the next field of data. All you have to do as an operator is enter the consecutive order format, separating each field by a comma. *Don't* you are entering data directly into the computer, merely fill in the blanks on the CRT screen.

NET 10:17
 DAY OF 04 10:15

Date entered into Comp. or other information (not for Comp. entry)	PART II PLANNED BURNS				PART III ACCOMPLISHMENT REPORT														
	Unit No. (Assign. by Comp.)	Dist. or Forest Ident.	Est. Ign. Time	Acres Planned	Tons Planned	Unit No. Burned	Date Burned	Dist. or Forest Ident.	Actual Ign. Time	Actual Ign. Dura.	Ign. Meth.	Actual Acres Burned	Actual Live Vol. Fuel Pile/Best.	Actual Tons Burned	Hr Stat. Used	1000 hr/fuel Moist Meth.	1000 hr/fuel Ignition	No. Summer Dry	
	1 XXXX	2 XXX	3 XXXX	4 XXXX	5 XXXX	1 XXXX	1300	2 XXX	3 XXXX	4 XXX	5 XXX	6 XXXX	7 XXX	8 XXXX	9 XXXX	10 XXXXXXXX	11 XXX	12 XXXXXXXX	14
						AS #1			1250	40	H	23	1	500	475				
						AS #2			1330	430	H	30	1	500	450				
						BC #3			1210	25	H	46	1	0	690				
						BC #2			1315	60	H	37	1	0	555				
						BC #4			1415	40	H	23	1	0	345				
						MC #L			1330	30	H	33	1	0	510				
						UMC			1400	345	H	33	1	0	445				
						PAC POS			1330	190	H	15	1	0	315				
									1415	40	H	30	1	0	300				
									1235	35	H	30	1	0	450				
						BF			1530	40	H	22	1	500					
						BF			1120	120	H	33	1	501	85				



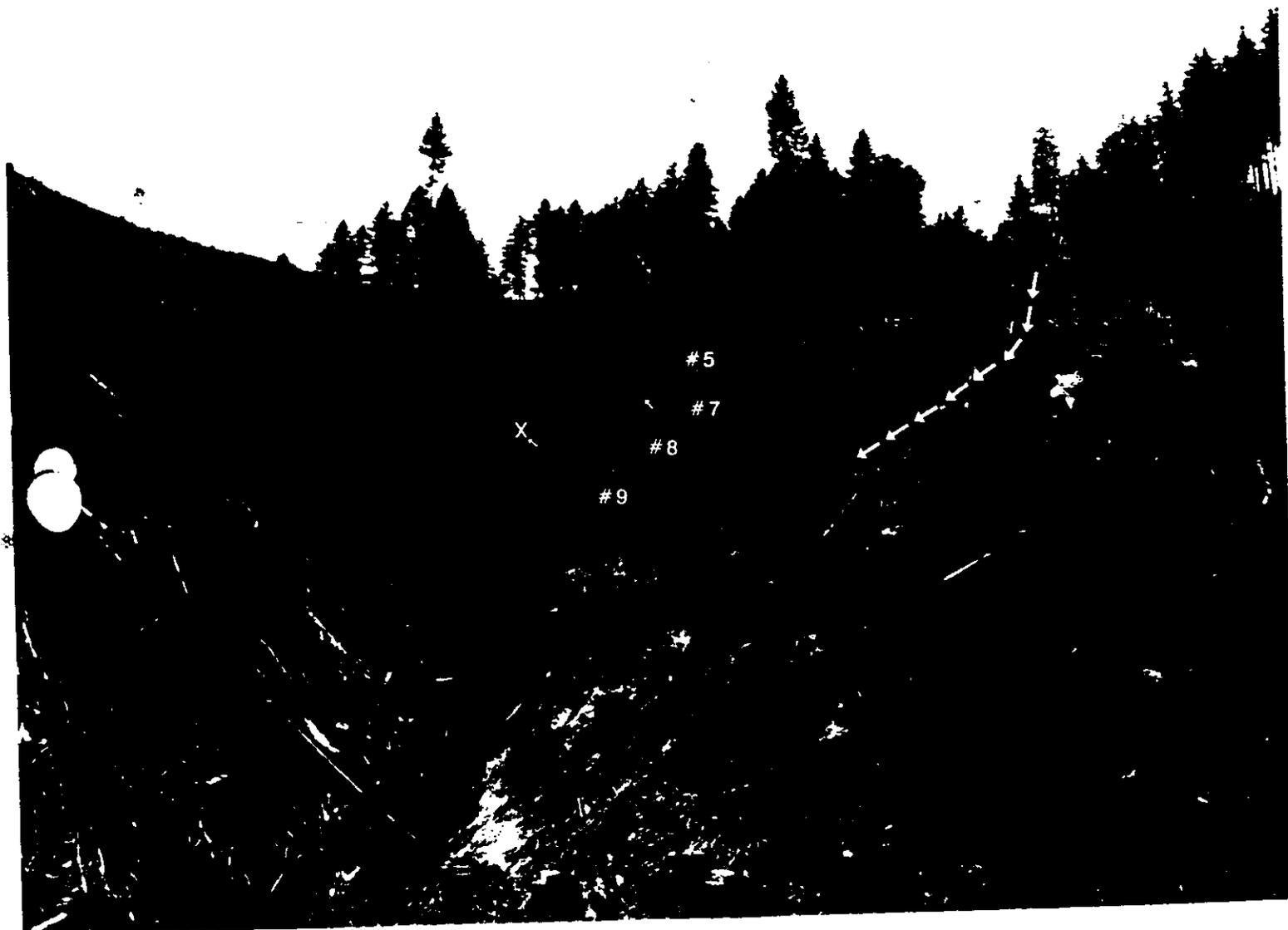
LEGEND

- X LOCATION OF VICTIM
- * SPOT FIRE
- #5 MIKE DELWORTH
- #6 RAY HAUSLER (LAST SEEN)
- #7 MIKE ASLUP



LEGEND

- X LOCATION OF VICTIM
- * SPOT FIRE
- #5 MIKE DELWORTH
- #6 RAY HAUSLER (LAST SEEN)
- #7 MIKE ASLUP



LEGEND

- X LOCATION OF VICTIM
- HOSE LAY
- MIKE DELWORTH
- #7 MIKE ALSUP
- #8 ?
- #9 RAY LITTLE



LEGEND

- LOCATION OF VICTIM
MIKE DELWORTH
- #6 RAY HAUSLER (LAST SEEN)



LEGEND

- X LOCATION OF VICTIM
- #5 MIKE DELWORTH
- #6 RAY HAUSLER (LAST SEEN)



LEGEND

- X LOCATION OF VICTIM
- #5 MIKE DELWORTH
- #6 RAY HAUSLER (LAST SEEN)