

# **REQUEST FOR PROPOSALS (RFP)**

## **MIDDLE FORK JOHN DAY (MFJD) OREGON LUMBER COMPANY RAILROAD SPUR LINE HISTORIC CONTEXT AND EVALUATION** Cultural Resources

**APRIL 2025**

### Bidder Timeline

Bids Due/Opened: May 12, 2025, 4pm

Award Notification: May 28, 2025

### Contract Timeline

Contract Negotiation: May 28- June 4, 2025

Contract Signing: May 28- June 4, 2025

Work Begins: June 2025

Work Completed: May 2026

## **NORTH FORK JOHN DAY WATERSHED COUNCIL**

**Kristen Walz, Executive Director**

**Javan Bailey, Project Manager**

**691 HWY 395 N.  
LONG CREEK, OR 97856  
(541) 421-3018**

## INVITATION TO BID

### *Objective*

North Fork John Day Watershed Council (NFJDWC) seeks to obtain the services of a qualified archaeologist and historian to prepare a historic context statement, documentation standards, and National Register of Historic Places (NRHP) evaluation criteria for the Oregon Lumber Company (OLC) Railroad spur lines in the Middle Fork John Day Basin.<sup>1</sup>

### *Background*

The Bonneville Power Administration (BPA) and the United States Forest Service (USFS) Malheur National Forest (MNF) funded the Dunstan and Camp Creek restoration projects which included the removal of segments of the OLC railroad grade that was listed in the National Register of Historic Places as the Sumpter Valley Railway Middle Fork (John Day River) Spur. In consultation with the Oregon State Historic Preservation Office (SHPO), the Confederated Tribes of the Warm Springs Reservation of Oregon (CTWSRO), DeWitt Museum, USFSMNF, BPA determined the removal of the OLC railroad grade resulted in an adverse effect to historic properties. A Memorandum of Agreement (MOA) was signed by the SHPO, CTWSRO, USFS MNF, DeWitt Museum, and BPA to mitigate for the adverse effects to this resource. Preparing a historic context statement, documentation standards, and NRHP evaluation criteria to be used to document and evaluate railroad spur lines associated with the OLC Railroad in the Middle Fork John Day Basin is a stipulation in the MOA.

### *Location of Project*

Middle Fork John Day River Basin, near Prairie City, Oregon.

### *NFJDWC and MNF-Furnished Property or Services*

Description	Point of Delivery	Date to be Delivered
Maps, previous documentation and reports	Digital	Post-award

This RFP includes the following sections and Appendixes.

- Part I: General information
- Part II: Instructions to bidders
- Part III: Bid proposal
- Appendix A: Scope of Work
- Appendix B: Sample contract
- Appendix C: Wallowa-Whitman NF railroad evaluation

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<sup>1</sup> Previous research (Holter and Doncaster, 2019) completed on the Oregon Lumber Company (OLC) identified that “no less than 40-miles of logging spurs” extending from the OLC Railway mainline. Research also notes that the OLC “operated several smaller, independent spurs off the Sumpter Valley Railway into their vast holdings in both Grant and Baker Counties.” These spur lines are the subject of this RFP.

## PART I

### GENERAL INFORMATION

#### 1. BID PREPARATION

- A. Compliance: Bidder certifies that bidder and anticipated subcontractor(s) hold all required certifications and insurances, including that the project lead is a historian and/or archaeologist who meets the Secretary of the Interior's (SOI) Professional Qualification Standards.
- Bids must be presented to the COUNCIL prior to the bid deadline.
  - All bids shall be typed or prepared in ink or other media and signed in ink by an authorized representative of the bidder.
  - Bids will be considered irregular if the proposal is on a form other than furnished by the COUNCIL, or otherwise specified, or if the form is altered or any thereof is detached.
  - If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- B. All labor costs shall be calculated at Prevailing Wage rates. CONTRACTOR will certify that wage standards are met during project implementation.
- C. Unit and Total Price: Unless otherwise indicated, the price of each item must be clearly shown in the space provided. The price of each item shall be extended to show the total when required. In cases of errors in extensions, the unit price shall prevail. The written unit price shall prevail over the numerical unit price.
- D. References: Three (3) professional bidder references for similar work performed within the last five (5) years, including a brief description of the work, contract amount, and contact information for a contract representative who can speak to the quality of the bidder's performance. Submission of a bid shall be deemed consent for the COUNCIL to contact listed representatives to obtain professional reference information.
- E. Completion: Bidder certifies that the work will be completed according to the completion time stated in the specifications and as directed by COUNCIL representatives.

#### 2. BID EVALUATION

- A. Minimum Requirements: Evaluation of bids will be based on minimum requirements established by the bid proposal. COUNCIL reserves the right to reject any and all bids or to accept the bid deemed to be in the best interest of the COUNCIL.
- B. Certification of Alteration or Erasure: A bid may be rejected if it contains any

material alteration or erasures unless, before the bid is submitted, each such alteration and erasure is initialed in ink.

- C. Resident Bidder: Bidders shall indicate whether they are resident bidders. A resident bidder is one who has a business address in Oregon and paid income and unemployment taxes in Oregon during the twelve (12) calendar months immediately preceding the bid.
- D. CONTRACTOR and Subcontractor(s): Bidder and subcontractor qualifications, prior experience, professionalism and prior work history with the COUNCIL shall be considered in award of the contract.
- E. Exceptions: Any bid or proposal that takes exception to specifications or to contract terms set forth in the bid documents may be rejected.

## **PART II**

### **INSTRUCTIONS TO BIDDERS**

#### 1. SCOPE OF WORK

The COUNCIL is inviting bids from qualified vendors to furnish all equipment, labor, tools, transportation and services necessary, and reasonably incidental to the completion of OLC Railroad spur line historic context statement, documentation standards, and NRHP evaluation criteria as defined in Appendix A.

#### 2. EXAMINATION OF WORK SITE

It is understood that the bidder, before submitting the bid, has made a careful examination of the contract; that the bidder has been fully informed as to the character of the work required; and that the bidder has made a careful examination of the location and conditions of the work location. COUNCIL will in no case be responsible for any loss or for any unanticipated costs that may be suffered by CONTRACTOR as a result of CONTRACTOR's failure to acquire full information in advance and in regard to all conditions pertaining to the work.

#### 3. NOTICE FOR SUBCONTRACTING

The CONTRACTOR may hire or engage one or more subcontractors to perform any of its obligations under the Contract; however, if a CONTRACTOR chooses to engage subcontractors, the CONTRACTOR shall take sole responsibility and professional liability for the activities and duties performed by all of its subcontractors. The CONTRACTOR shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to the CONTRACTOR. The CONTRACTOR must include with its bid response packet, a list of its potential subcontractor(s) and the CONTRACTOR account(s) of subcontractor qualifications and experience in the last 5 years, as related to the performance of the Scope of Work. The CONTRACTOR will remain responsible for all of its obligations

under the Contract; including standard of services, regardless of the performance of its subcontractor(s). All subcontractors are held to the same standards of insurance as the CONTRACTOR. Documentation of all subcontractor insurances shall be provided at Contract signing and must demonstrate an active status and reflect the North Fork John Day Watershed Council as an Additional Insured.

#### 4. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

- A. If a bidder finds discrepancies in, or omissions from, the documents, or if the bidder is in doubt as to their meaning, the bidder shall immediately notify the COUNCIL.
- B. All addenda will be covered in the Bid Proposal. In closing the Contract, all addenda will become a part of that contract.

#### 5. PREPARATION OF BID PROPOSAL

- A. The bidder shall submit their proposal on the Bid Proposal form.
- B. Bidder shall provide three (3) professional references for similar work completed under contract within the last five (5) years. Bidder shall also provide bidder account of subcontractor qualifications and experience as it pertains to the RFP.
- D. Bidders may make requests for information or ask clarifying questions while preparing the Bid Proposal. Requests shall be presented to the COUNCIL **no later than May 7, 2025**. Bidder requests shall be received by email at [info@nfjdw.org](mailto:info@nfjdw.org) or by calling (541) 421-3018.
- E. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the CONTRACTOR legally qualified and acceptable to the owner.

#### 7. PRE-BID INQUIRIES

Technical questions regarding implementation and requests for clarification shall be directed to [info@nfjdw.org](mailto:info@nfjdw.org) or (541) 421-3018 and must be received no later than **May 7, 2025**.

#### 8. RESIDENT BIDDER

Bidder shall indicate their Resident Bidder status on the Bid Proposal form. "Resident Bidder" is one who has a business address in Oregon and has paid both income and unemployment taxes in Oregon for twelve (12) consecutive months preceding the bid close date.

#### 10. BID SUBMITTAL AND MODIFICATION

- A. Bid response materials must be marked: **MFJD railroad grade evaluation**. Bids

shall be submitted through one of the following: 1) post mail to P.O. Box 444, Long Creek, OR 97845, 2) email to [info@nfjdw.org](mailto:info@nfjdw.org), or 3) **scheduled hand delivery** at 691 HWY 395 North, Long Creek, OR 97845.

- B. A bidder may not modify any bid after it has been deposited with the COUNCIL. A bidder may rescind a bid and deposit a new bid with the COUNCIL at any time prior to the bid deadline.

#### 11. BID OPENING

All bids will be opened by the COUNCIL on **May 12, 2025** at 4pm at 691 HWY 395 North, Long Creek, OR 97845.

#### 12. ACCEPTANCE OF BID

COUNCIL reserves the right to reject any bid that does not comply with all prescribed bidding procedures and requirements, and may reject for good cause any bid or all bids upon a finding it is in COUNCIL's interest to do so. Bid proposals may be considered irregular and therefore may be rejected if the bidder adds/alters any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

#### 13. BID EVALUATION CRITERIA

The following is a summary of evaluation criteria with point values assigned to each. These weighted factors will be used in the evaluation of individual bidder proposals by sub-category. COUNCIL may contact Bidder prior to bid evaluation if clarification or questions arise.

Proposal Components (pass/fail): Proposal will be rejected if the Proposer is it if does not contain the mandatory information identified in Section (3).

Proposal Suitability (up to 40 points): Quality and clarity of the approach that will be used to successfully complete the Scope of Work described in Section (2).

Demonstrated Experience and Success (up to 40 points): Staff expertise, qualifications, and past performance as they apply to the Scope of work requested in Section (2).

Cost and Value (up to 20 points): Assessment of budget and expense costs considering the estimated amount of services requested, industry standards/market rates, and the experience of reviewers.

#### 14. FORM OF AGREEMENT BETWEEN COUNCIL AND CONTRACTOR

The form of the Contract to be executed between COUNCIL and CONTRACTOR for performance of the work is attached and included in the Bid Documents.

#### 15. EXECUTION OF CONTRACT

- A. Notwithstanding any delay in the preparation and execution of the Contract, each

bidder shall be prepared upon written notice of bid acceptance, to commence work on or before the date advertised in the Invitation to Bid, following receipt of notice to proceed from the COUNCIL. Work is expected to be completed within timelines established in the Contract.

- B. The successful bidder shall assist and cooperate with the COUNCIL in preparing the Contract. The Contract shall be ready for all signatures within five (5) business days following bid selection. CONTRACTOR shall return the Contract to the COUNCIL within five (5) business days of Contract receipt.

16. TAX COMPLIANCE CERTIFICATION

Pursuant to ORS 305.385, successful bidder shall certify that it is in compliance with Oregon's tax laws.

**PART III**  
**BID PROPOSAL**

**Team Competencies**

The following are expected minimum consultant team competencies.

**Historian:** a professional meeting the Secretary of the Interior’s Standards and Guidelines Professional Qualification Standards for Architectural Historian or Historian:  
<https://www.nps.gov/articles/sec-standards-prof-quals.htm>

**Archaeologist:** a professional meeting the Secretary of the Interior’s Standards and Guidelines Professional Qualification Standards for Archaeologist: <https://www.nps.gov/articles/sec-standards-prof-quals.htm>

**Required Proposal Components**

For the purpose of this RFP, prospective contractors will submit a proposal package (maximum 10 pages pages) to the Administrative Contact that includes the following components:

- 1) Proposal Narrative (4-7 pages)
  - a. Qualifications and experience
    - i. Company background and available resources: Provide information regarding the areas of specific expertise and types of services offered by the company that relate directly to this scope of work.
    - ii. Staff and entity qualifications: Describe demonstrated experience and success relating to the scope of work. Include resumes or vitae for key staff (not included in the page limit).
  - b. Method of Task Completion and Timeline
    - i. Describe how the tasks called for in the RFP will be carried out including proposed methods and approach, and necessary preparation meetings or information gathering that would occur prior to each task. Narrative should describe how the historic context statement, documentation standards, and evaluation criteria will be developed and how it can be applied to make a determination of eligibility for OLC railroad spur lines.
    - ii. Provide a detailed project schedule consistent with meeting milestones and dates.
- 2) Budget (1-2 pages)
  - a. Provide a project budget that details hours and rates for each primary team member to complete the proposal tasks, meeting materials, and travel.
  - b. Budget should be broken out by task
- 3) References (1 page)
  - a. Provide information regarding up to three projects relevant to the scope of work completed in the last five years, along with a reference for each effort. Include



contact information (names, physical and email addresses, phone numbers)

**COUNCIL'S RIGHT RESERVED:**

To reject any or all bids, to waive informalities, and to accept only such bids as may appear to COUNCIL'S own best interests.

**CONDITIONS:**

COUNCIL reserves the right to reject any and/or all bids and to waive all formalities.

CONTRACTOR and subcontractor(s) shall provide Workers Compensation as required by the State of Oregon; general liability insurance with extended coverage through an insurance company licensed to do business in the State of Oregon, indicating at minimum \$1,000,000 coverage per incident and \$2,000,000 aggregate. Evidence of such coverage shall be provided to the COUNCIL. Evidence may be in the form of Notice of Compliance/Certificate, or by indicating the policy number and expiration date in the appropriate section of the Certificate of Insurance.

The undersigned certifies compliance with State statutory requirements governing registration of corporation and/or assumed business name.

The bidder shall state whether bidder is doing business as an individual, a co-partnership or as a corporation. If a co-partnership, all partners are named and the person signing on behalf of the co-partnership states Bidder's position with the co-partnership. If a corporation, the Bidder gives the state of incorporation, whether it is licensed to do business in the State of Oregon, and the position of the person signing on behalf of the corporation.

The undersigned Bidder hereby represents that this bid is made without connection with any person, firm or corporation making a bid on the same material, and is in all respects fair and without collusion or fraud.

The undersigned Bidder hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontractors.

Bidder certifies that it does not discriminate in any way whatsoever, on the basis of race, creed, color, national origin, or by any other means.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Bidder is a Resident Bidder? (Yes or No) \_\_\_\_\_

By signing and returning this bid proposal form, the Bidder is acknowledging acceptance of and the intent to abide by the terms and conditions included as set forth in the bid documents.

**BIDDER REGISTERED NAME:**

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ADDRESS: \_\_\_\_\_

STATE IN WHICH INCORPORATED: \_\_\_\_\_

BY: \_\_\_\_\_ (signature)

NAME/TITLE: \_\_\_\_\_ (please type or print)

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

End Bid Proposal

## Appendix A: Scope of Work

### General Requirements

The contractor shall prepare a historic context statement, documentation standards, and NRHP evaluation criteria to be used to document and evaluate spur lines associated with the OLC Railroad in the Middle Fork John Day Basin. This document will include maps, photos and archival materials and shall be coordinated with NFJDWC, USFS MNF, BPA, and the Oregon State Historic Preservation Office (SHPO) to guide the evaluation of the OLC Railroad spur lines on future projects in the region.

Research shall document the history and development of spur lines associated with the OLC Railroad. The primary focus of the context is the 1910s to the 1940s, when the OLC Railroad was operational. However, research outside of this time period will be required. The Contractor is expected to utilize local, state, and federal repositories for primary and secondary resources, and coordinate with BPA and USFS MNF for any available plans, drawings, and photos. The Contractor will need to conduct a site visit. Documentation standards, minimum eligibility requirements and key characteristics for a spur to be eligible will be identified. Specific integrity issues of spur lines that must be met will also be identified.

Research shall utilize primary and secondary sources, and field visits to determine associated property types (including archaeological sites) and documentation standards.

Research for the historic context shall focus on (1) the development, construction and demolition of spur lines; (2) how the lines operated within their local areas and as part of the railroad; (3) the current conditions of a representative sample of spur lines; (4) significance and integrity of the spur lines (including camps located along the spur lines); (5) important persons or groups associated with the spur lines (individuals, ethnic groups, local community).

The contractor shall utilize a wide range of spur grade examples from the OLC Railroad in the MFJD Basin when creating the evaluation matrix. This will ensure that the evaluation matrix will be relevant to all spur grades in the MFJD. The evaluation matrix shall take into account the spur grades context within the drainage as opposed to small disconnected segments.

In addition to the historic context statement, documentation standards, and evaluation criteria, approximately six miles of railroad grade spur lines will be evaluated and the Contractor will provide a recommended determination of eligibility: Summit Creek, Little Phipps Creek and Phipps Creek, Wiwaanayat Creek, and Vinegar Creek.

**Table 1.** Grades that will receive a determination of eligibility.

Grade name	HUC-12	Downstream coordinates	Upstream coordinates	Distance in miles
Vinegar creek	12-170702030201	44.601944, -118.533297	44.622217, -118.504530	2.13
Segment 3 (lower summit)	12-170702030102	44.585,-118.428	44.586,-118.416	1.3
Segment 4 (upper summit)	12-170702030102	44.586,-118.416	44.582,-118.401	0.8
Wiwaanayat creek (segment 2)	12-170702030101	44.583,-118.422	44.582,-118.431	0.5
Little Phipps and Phipps creek (Segment 1)	12-170702030106	44.582,-118.445	44.585,-118.585	1.18
<b>Total</b>				<b>5.91</b>

### Methods to be Used

The Contractor shall use all readily available primary and secondary historic resource materials, including maps, photos, drawings, newspaper articles, and archives information. The Contractor is expected to conduct research at local repositories, including the DeWitt Museum and Sumpter Valley Railroad Archives. Documents produced by the Contractor shall meet current, best practices from the Secretary of the Interior.<sup>2</sup>

The Contractor shall ensure that the documentation is completed by a professional Historian and Archaeologist as defined by the Secretary of the Interior's Standards. Other staff who do not meet the Standards may assist in research, labeling, printing, photographing and other supportive tasks.

## Specific Requirements

### Task 1: Field Visit

The contractor shall conduct a field visit(s) to research and document OLC Railroad spur lines (including those listed in Table 1). The field visit should include research at local historical societies and archives. Coordination and communication with landowners and USFS MNF will be required. An Archaeological Investigations Permit issued by USFS MNF will be required. A field visit with the archaeologist and historian will be necessary to photograph and evaluate a sample of grades and assess condition and integrity,

#### Deliverables

1. Results of the field visit to be included in Tasks 2-6.

#### Quality Assurance

Will occur with following task deliverables.

#### Payment

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to acceptance of the work.

### Task 2: Draft Bibliography, Figures, and Outline:

After the Contractor completes the field visit (Task 1), they shall submit a bibliography of sources, list of identified figures (including photos, maps, drawings, etc.), and draft outline for the historic context statement, documentation standards, and NRHP evaluation criteria.

#### Deliverables

1. Bibliography, list of figures, and draft outline.

#### Quality Assurance

The deliverables shall be subject to BPA, USFS MNF, and NFJDWC review and acceptance. Work on Task 1 is considered satisfactory and complete upon review and acceptance of the deliverable NFJDWC.

#### Payment

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to

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<sup>2</sup> For some of these best practices, please refer to *The Components of a Historic Context: A National Register White Paper* (Barbara Wyatt, April 9, 2009) and National Park Service Preservation Planning Guidelines (available at [https://home.nps.gov/articles/sec\\_stds\\_planning\\_glines.htm](https://home.nps.gov/articles/sec_stds_planning_glines.htm)). Other guidance documents can be found at <https://www.nps.gov/subjects/nationalregister/publications.htm>.

acceptance of the work.

**Task 3: Final Outline:**

The contractor shall incorporate all edits or comments received from NFJDWC, BPA & USFS MNF and submit a final outline for the historic context statement, documentation standards, and NRHP evaluation criteria.

**Deliverables**

1. Final outline with updated bibliography and list of figures.

**Quality Assurance**

Work on Task 3 is considered satisfactory and complete upon review and acceptance of the deliverable by the NFJDWC.

**Payment**

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to NFJDWC acceptance of the work.

**Task 4: Draft Documentation:**

The contractor shall provide one electronic version of the draft historic context statement, documentation standards, and evaluation criteria to NFJDWC for review and comment by USFS MNF, BPA, and SHPO (review will be coordinated by NFJDWC).

**Deliverables**

1. Draft historic context statement, documentation standards, and NRHP evaluation criteria

**Quality Assurance**

The deliverables shall be subject to BPA, USFS MNF, and SHPO review. BPA & FS shall provide comments on each deliverable within the timeframes outlined in the schedule. The Contractor is responsible to respond to all comments. Work on Task 4 is considered satisfactory and complete when the Contractor delivers the Draft historic context statement, documentation standards, and NRHP evaluation criteria and comments have been returned.

**Payment**

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to acceptance of the work.

**Task 5: Draft Determinations of Eligibility:**

The contractor shall provide draft determinations of eligibility for the grades outlined in Table 1. The Contractor shall use the documentation standards and evaluation criteria established in Task 4.

**Deliverables**

1. Determinations of eligibility for selected grades in Table 1

**Quality Assurance**

The deliverables shall be subject to BPA, USFS MNF, and SHPO review. The Contractor is responsible to respond to any comments provided by BPA, USFS MNF, and SHPO.

**Payment**

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to acceptance of the work.

**Task 6: Final Documentation and Determinations of Eligibility**

The contractor shall make revisions and edits based on BPA, USFS MNF, and SHPO review and comment as identified in Task 4. The contractor shall provide one electronic version of the final historic context statement, documentation standards, and evaluation criteria to NFJDWC. The contractor will also provide electronic versions of final determinations of eligibility for the spur lines evaluated in Task 5. NFJDWC shall coordinate submittal to BPA, USFS MNF, and SHPO. If no further revisions are requested submittal is complete.

**Deliverables**

1. Final historic context statement, documentation standards, and NRHP evaluation criteria
2. Final determinations of eligibility for the spur lines evaluated in Task 5

**Quality Assurance**

The Contractor is responsible for responding to any additional comments provided by NFJDWC, BPA, USFS MNF, and Oregon SHPO. Work on Task 6 is considered satisfactory and complete when NFJDWC accepts the final documentation as satisfactory.

**Payment**

Upon completion of this Task, NFJDWC shall pay the contractor the fixed price indicated in the Schedule of Prices. Contractor shall not invoice NFJDWC for this Task prior to acceptance of the work.

**Table 2:** Schedule of deliverables

Description	Format	Due Date	Days for Review
Task 1. Field Visit	N/A	Within 60 calendar days of award.	N/A
Task 2. Draft bibliography, figures, and outline	Word Document.	Within 90 calendar days of award.	Within 30 calendar days of receipt.
Task 1. Final bibliography, figures, and outline.	PDF.	Within 120 calendar days of award.	N/A
Task 4. Draft Documents	Word Document.	Within 150 calendar days of award.	Within 45 calendar days of receipt.
Task 5. Individual Determinations of Eligibility (DOEs)	Word Document.	Within 150 calendar days of award.	Within 45 calendar days of receipt.
Task 6. Final Documents and Final DOEs	Word and PDF with all required attachments.	Within 195 calendar days of award.	N/A



**Contract For: MFJD Oregon Lumber Company Railroad Spur Line Historic Context and Evaluation**

**Project Name: MFJD Railroad Grade TA**

**Contract Number: 224-8208-24319**

**Contract Total Amount: [\$XX,XXX.XX]**

**Contract Completion Date: December 31, 2026**

**Contractor:**

[CONTRACTOR]  
[ADDRESS]  
[CITY, STATE ZIP]  
[PHONE NUMBER]

**Project Sponsor:**

North Fork John Day Watershed Council  
P.O. Box 444  
Long Creek, OR 97856  
(541) 421-3018

**Representative:**

[CONTRACTOR REP NAME]  
[CONTRACTOR PHONE NUMBER]

**Representative:**

Javan Bailey, Restoration program manager  
javan@nfjdw.org

Kristen Walz, Executive Director  
kristen@nfjdw.org

**This Contract is between the Project Sponsor, the North Fork John Day Watershed Council, hereafter called, “NFJDWC” and the Contractor as identified above, hereafter called, “CONTRACTOR” in consideration of the mutual covenants contained herein. This Contract consists of the following: this Contract less all Attachments; Exhibit A (Scope of Services to be provided by CONTRACTOR) and Exhibit B (Specifications).**

**STATEMENT OF WORK**

**A. Performance:**

CONTRACTOR agrees to perform the work under this contract as described in Exhibit A: Scope of Services and [EXHIBIT NAME: EXHIBIT DESCRIPTION, if applicable] attached to this document.

**B. Term of Contract:**

This Contract will become effective upon signature by both parties. CONTRACTOR agrees to complete all contracted services no later than October 1, 2025. CONTRACTOR and NFJDWC shall mutually agree upon the schedule of performance of CONTRACTOR’S services.

**C. Location:**

The project will occur in Grant county, Oregon:  
On US Forest Service property, Malheur National Fores.

**D. Supplies and Materials:**

CONTRACTOR agrees to furnish all necessary equipment, tools, labor, and transportation required to perform all tasks of the project as described in Exhibit A: Scope of Services.

**E. Compensation:**

This Contract is awarded per winning bid and shall not exceed that rate or total amount without mutual written consent of CONTRACTOR and NFJDWC. CONTRACTOR shall invoice NFJDWC no more than 3 times during Contract implementation, up until such time as 75% of the cost of the contract has been met. NFJDWC shall pay CONTRACTOR the full amount of each invoice within thirty days of receipt of invoice. The final 25% of the compensation will be paid within thirty days of accomplishing all tasks as described in Exhibit A: Scope of Services to be provided by CONTRACTOR, providing that CONTRACTOR has met all conditions and requirements of this Contract.

All invoices must contain the following:

- Date range for work completed
- Prevailing wage reports
- Description of activities, units (hours)
- Unit price and a total

All invoices for work performed under this Contract shall be sent to: NFJDWC at P.O. Box 444 Long Creek, OR 97856, electronically to [javan@nfjdw.org](mailto:javan@nfjdw.org) or delivered to the NFJDWC office at 691 Highway 395, Long Creek, OR.

F. Assignment:

CONTRACTOR shall not assign or transfer any interest in this Contract without the express written consent of NFJDWC.

G. Amendments:

Terms of this Contract may not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

H. Termination:

This Contract may be terminated under any of the following conditions:

1. At any time by mutual consent of the parties.
2. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate reduction in funds.
3. If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
4. If any license or certification required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
5. If CONTRACTOR fails to commence work diligently, prosecute the work, and complete the work within specifications and within time frames set forth under this Contract.
6. Upon 2 days written notice by NFJDWC for any other reason specified in writing.

Any termination of this Contract under Paragraph A. of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The rights and remedies of NFJDWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Force Majeure:

CONTRACTOR shall not be responsible for delay or default by fire, riot, acts of nature and war, which is beyond the CONTRACTOR's reasonable control.

J. Reciprocal Indemnity:

CONTRACTOR will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the NFJDWC, and their officers, directors, agents, managers, family and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or



relating to the activities of the CONTRACTOR or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

NFJDWC will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify CONTRACTOR, and their officers, directors, agents, managers, family and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the NFJDWC or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

**K. Compliance With Applicable Laws:**

CONTRACTOR agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this Contract. Documentation of federal, state, county and local laws, ordinances and regulations will be made available to CONTRACTOR.

**L. Insurance:**

CONTRACTOR shall secure at its expense and keep in effect during the term of this CONTRACT Workers Compensation as required by the State of Oregon and comprehensive general liability insurance with extended coverage endorsement from an insurance company authorized to do business in the State of Oregon. The limits shall be not less than one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000) aggregate coverage. The liability insurance coverage required for performance of this CONTRACT shall include the NFJDWC, its officers, directors, agents, managers, and employees as named Additional Insured. Certificate of insurance will be delivered to the NFJDWC by start of operations.

**THIS CONTRACT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, CONTRACTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE NFJDWC TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER BY THE NFJDWC OF THAT OR ANY OTHER PROVISION. CONTRACTOR, BY EXECUTING THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, CONTRACTOR and NFJDWC have executed this Contract.

**CONTRACTOR**

**North Fork John Day Watershed Council**

\_\_\_\_\_  
Name (Print)

Kristen Walz  
\_\_\_\_\_  
Executive Director (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

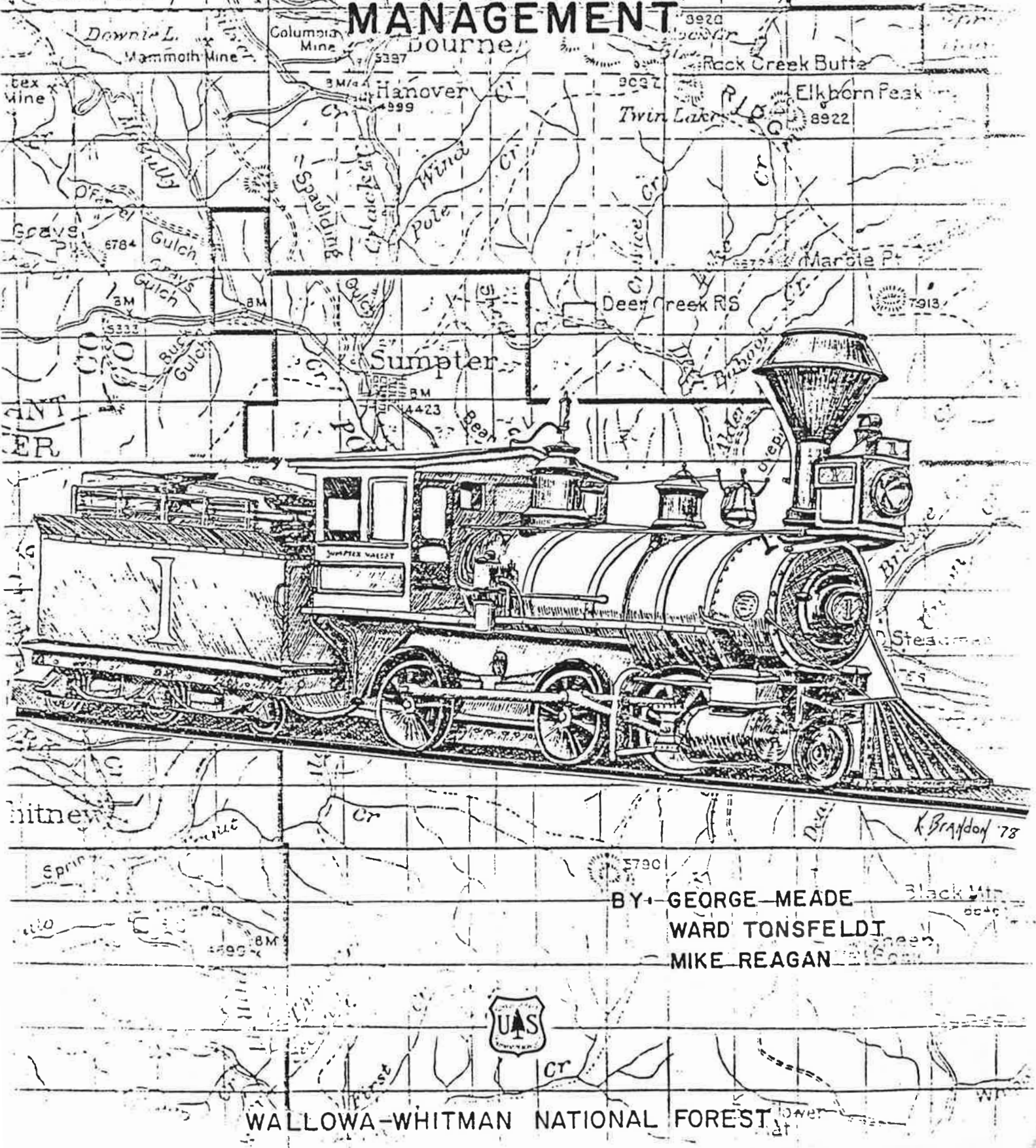
**Exhibit A: Scope of Services to be Provided by CONTRACTOR**

This Contract is entered into to accomplish the following tasks for the following purposes:

**Project Description**

**Cost is not to exceed [XXX,XXX].**

# HISTORIC RAILROAD SYSTEMS MANAGEMENT



BY: GEORGE MEADE  
WARD TONSFELDT  
MIKE REAGAN



WALLOWA-WHITMAN NATIONAL FOREST

2360 (+)

PRELIMINARY CASE REPORT

HISTORIC RAILROAD SYSTEMS

Union, Baker, Wallowa Counties

Supervisor's Office  
Wallowa-Whitman National Forest  
Pacific Northwest Region  
26 November 1985

1. AGENCY PROGRAM AUTHORITY

A number of Federal laws and orders provide the authority for Cultural Resource Management on the Forest. They are:

- Antiquities Act of 1906 (34 Stat. 225);
- Historic Sites Act of 1935 (49 Stat. 666);
- Reservoir Salvage Act of 1960 (74 Stat. 220);
- National Historic Preservation Act of 1966, as amended (80 Stat. 915);
- Executive Order 11593, Protection and Enhancement of Cultural Environment, May 13, 1971 (36 CFR 8921);
- National Environmental Policy Act of 1969;
- Archaeological and Historical Conservation Act of 1974 (88 Stat. 174);
- Archaeologic Resource Protection Act of 1979 (36 CFR 800, 36 CFR 60);
- National Forest Management Act of 1976 (P.L. 94-588).

2. STATUS OF THIS PROJECT IN THE AGENCY'S APPROVAL PROCESS

The PMOA - Historic Railroad System has been approved at the Forest Supervisor's level and is waiting implementation pending final approval of the Advisory Council on Historic Preservation.

3. STATUS OF THIS REPORT IN NEPA PROCESS AND TARGET DATE FOR COMPLETION OF ALL ENVIRONMENTAL RESPONSIBILITIES

The PMOA - Historic Railroad Systems does not require an Environmental Assessment and its attendant analysis. Once it is approved by the Advisory Council on Historic Preservation it will be the over-all management tool utilized by the Wallowa-Whitman National Forest to provide the necessary data for all EA's governing any Forest initiated action impacting these Cultural Resources.

Target Date for implementation - 1 January 1986.

#### 4. DESCRIPTION OF PROPOSED UNDERTAKING

The proposed undertaking is the creation of a Programmatic Memorandum of Agreement (PMOA) - Historic Railroad Systems. This PMOA will be the management document for the Evaluation, Management, and Mitigation of the Cultural Resources pertaining to the several Historic Railroad Systems located within the Wallowa-Whitman National Forest. These include the Sumpter Valley Railroad, the Mt. Emily Lumber Company Logging Railroad, and others scattered throughout the Forest.

Appended are a number of documents relating to the Sumpter Valley Railroad. These documents are an example of the type of Management the PMOA is designed to institute on a Forest-wide level.

#### 5. NATIONAL REGISTER AND ELIGIBLE PROPERTIES AFFECTED BY UNDERTAKING

- A. Physical appearance: Historic Railroad Systems, in general, are linear features (running for miles, following smooth contours) primarily comprised of the roadbed and associated structures, such as, culverts, bridges, spur lines, switch yards, etc. At selected spots there may be small clusters of sites which were the stations, switch-points, log-landings and other foci of activities that were called into existence by the railroad system(s). As the bulk of the Historic Railroad Systems on the Wallowa-Whitman were logging-activity related, many of the sites were considered "temporary" by the original builders and as such were given little maintenance during their useful lifespan. This "temporary" nature has led directly to heavy deterioration in most of the sites found associated with the railroads. They were, in the main, wooden structures built without foundations, placed in direct contact with the ground. Some of the roadbeds have lost all trace of rails and ties.
- B. Significance: the Historic Railroad Systems were created by some of the earliest entrepreneurs of Eastern Oregon. These businesses were directly responsible for much of the development of the logging/lumber business of this region. Many of the mills started by these early businessmen are still in operation today although they may have changed hands more than once since their origin. The railroad system(s) started within twenty years after the initial settling of the region and lasted, in some cases, until the late 1950's. Thus the Historic Railroad Systems span a large portion of the total history of the several county area with which we are concerned. These industries were major economic events and greatly influenced the direction that County development would take.

Each of the Historic Railroad Systems, utilizing the PMOA, will be analyzed, on a case-by-case basis, for submission to the National Register of Historic Places.

6. CRITERIA OF ADVERSE EFFECT NOT APPLICABLE

A. Destruction or Alteration of All or Part of the Property:

Historic Railroad Systems are frequently impacted by the normal, day-to-day, activities of the Forest Service such as the building of new access roads, log skid trails and other needs of timber related activities. Attachment C of the PMOA addresses directly how the Forest plans to handle its Mitigation and Data Recovery Plans for these problems as they arise.

B. Isolation From or Alteration of the Property's Surrounding Environment:

As the Historic Railroad Systems were all engaged in logging activities none of the usual logging practices would alter or produce an environmental setting that would isolate them from their historic context.

C. Introduction of Visual, Audible, or Atmospheric Elements That Are Out of Character With the Property or Alter Its Setting:

As in the case of point "B" above none of the usual Forest logging practices will impact upon the character of the logging railroads or alter their settings.

D. Neglect of A Property Resulting In Its Deterioration or Destruction:

The PMOA - Historic Railroad Systems is designed to aid the Cultural Resource staff in the management of the numerous Cultural Resources so that adequate mitigation can be applied to keep this condition from occurring.

E. Transfer or Sale Of A Property Without Adequate Conditions or Restrictions Regarding Preservation, Maintenance, or Use.

Any action of this type, transfer or sale of property, will call into action the usual Cultural Resources actions relating to this type of Forest activity. In addition, the PMOA - Historic Railroad Systems will provide guidance as to the evaluation which must be performed before these land actions may proceed.

7. WRITTEN VIEWS - SHPO

The Oregon SHPO has reviewed and is in concurrence with the PMOA - Historic Railroad Systems management document (see attached comments).

8. VIEWS OF OTHER AGENCIES

Not applicable other than the Advisory Council on Historic Preservation

9. DESCRIPTION/ANALYSIS OF ALTERNATIVES THAT WOULD AVOID ADVERSE EFFECTS

The usual process, and the only option, would be to take no action that would affect the Cultural Resource.

10. DESCRIPTION/ANALYSIS OF ALTERNATIVES THAT WOULD MITIGATE ADVERSE EFFECTS

Attachment C of the PMOA - Historic Railroad Systems outlines, in detail, the steps Cultural Resources staff must follow to mitigate any Adverse Effects that would affect any of the Cultural Resources. Briefly these are: data recovery (which includes such activities as: mapping, photography, excavation, scale drawings); analysis, including report writing; and management.

11. ESTIMATE OF COST OF UNDERTAKING

Activity	Cost
Preparation of the PMOA - Historic Railroad Systems	\$ 4,000
Preparation of nomination forms for the several Historic Railroad Systems, on a case-by-case basis	varies



PROGRAMMATIC MEMORANDUM OF AGREEMENT  
FOR  
HISTORIC RAILROAD SYSTEMS  
WALLOWA-WHITMAN NATIONAL FOREST (FOREST SERVICE)

WHEREAS, Wallowa-Whitman National Forest is responsible, under the Organic Act (16 USC 1609), and the Multiple Use - Sustained Yield Act (16 USC 528), to manage timber and other resources on National Forest System land and, in certain instances, Forest Service activities may affect historic railroad systems and associated artifacts; and

WHEREAS, pursuant to Section 106 of the National Historic Preservation Act as amended (16 USC 470f), Section 2(b) of Executive Order 11593, "Protection and Enhancement of the Cultural Environment," and the regulations of the Advisory Council on Historic Preservation (ACHP), "Protection of Historic and Cultural Properties" (36 CFR Part 800), the Forest Service has requested the comments of the (ACHP); and,

WHEREAS, pursuant to Section 800.0 of the ACHP regulations, representative of the ACHP, Forest Service, and the Oregon State Historic Preservation Officer (SHPO) have consulted and reviewed this Programmatic Memorandum of Agreement (PMOA).

NOW, THEREFORE, it is mutually agreed that the Forest Service may proceed with its management programs in accordance with the following stipulations to avoid or mitigate adverse effects on historic railroad systems and associated features and artifacts.

Stipulation

- A. The Forest Service will insure that the following measures are carried out in management of historic railroad systems and associated features and artifacts affected by Forest Service activities on the Wallowa-Whitman National Forest in Oregon.
  - I. Railroad systems on the Wallowa-Whitman National Forest will continue to be inventoried and recorded on a project-by-project basis. Recordation will use standardized techniques using USGS quadrangle maps, aerial photographs, and a linear foot-by-foot description of the railroad grades. Features will also be described with accompanying photographs. This inventory and recordation, when combined with historical research, shall form the basis of a determination of eligibility to the National Register of Historic Places by a professional Cultural Resource specialist.

- II. Evaluation of the railroad systems for management purposes will be accomplished using the "Evaluation of Railroad Systems on the Wallowa-Whitman National Forest, Attachment A."
  - III. A management plan will be developed for each railroad system. This plan will follow the guidelines of the Historic Railroad System Management, enclosed as Attachment B. The plan will identify those sections and features of the railroad system to receive special management consideration as determined by Attachment A. Railroad system protective measures for a variety of Forest undertakings are detailed in Attachment B.
  - IV. A mitigation plan will be prepared in consultation with the Oregon State Preservation Officer for any railroad system which will receive an impact from a Forest Service undertaking. This plan will follow the guidelines stipulated in Attachment C. mitigation work will be completed before the implementation of the proposed Forest Service undertaking.
  - V. Prepare and submit an annual report to the ACHP outlining the activities conducted under the PMOA and listing the sites found eligible.
  - VI. Consultation. The Forest Service will present the documentation prepared for the inventory, evaluation, and management of each railroad system to the Oregon State Historic Preservation Officer for review and concurrence. Should a disagreement arise, this documentation will be sent to the Council for comment.
- B. The Oregon State Historic Preservation Officer will insure the following measures are carried out to assist the Forest Service in the management of historic railroad systems and associated features and artifacts.
- I. The Oregon State Historic Preservation Office (OSHPO) will provide a written response to all requests made under this PMOA within 30 working days from the date of submission.
  - II. The OSHPO will provide the Forest Service assistance in making a determination of eligibility for ambiguous cases.
- C. The Forest Service, Oregon State Historic Preservation Officer, and the Council may mutually agree to amend or revise any appendix to this agreement at any time.

Execution of the Memorandum of Agreement evidences that the Forest Service has afforded the Council a reasonable opportunity to comment on the undertaking and its affects on historic properties and that the Forest Service has taken into account the effects of its undertakings on these historic properties.

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USDA Forest Service (date)

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Oregon State Historic Preservation Officer (date)

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Executive Director, Advisory Council On Historic Preservation (date)

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Chairman, Advisory Council On Historic Preservation (date)



ATTACHMENT A

EVALUATION OF HISTORIC RAILROAD SYSTEMS  
ON THE  
WALLOWA-WHITMAN NATIONAL FOREST

INTRODUCTION

The Wallowa-Whitman National Forest contains several historic railroad systems dating to the time period 1890's-1940's. While general management guidelines have been in place for these features, some of which are obviously eligible for the National Register, more specific guidelines are needed to deal with adverse effects related to various Forest Service ground disturbing activities such as road building and timber management. Adequate management requires the following steps to be taken:

- A. A complete and detailed inventory of the railroad systems and any associated features, and;
- B. An evaluation, based on this inventory and subsequent historical research, to determine eligibility to the National Register of Historic Places.

EVALUATION CRITERIA

1. Grade Classifications

Three classifications of railroad grade can be recognized and are defined as follows:

Main line	Permanent spur	Temporary spur
cuts 6'	cuts 6'	cuts 6'
rock roadbed	rock roadbed	soil, log roadbed
roadbed raised 2'	roadbed raised 2'	roadbed may not be raised
grade 4%	grade 4%	grade 4%
rock ballast	rock ballast	no ballast
vertical trestles	vertical and horizontal trestles	horizontal trestles
ties sawn and treated	ties sawn	some sawn ties
leased 70 lb. rail	20 - 40 lb. rail	20 - 40 lb. rail

## 2. Grade Conditions

Five categories of Grade Condition can be recognized and are defined as follows:

A) Earthwork intact, with ties in place.

The roadbed remains essentially undisturbed since abandonment. The earthwork features -- cuts and fills -- preserve their original contours, and the roadbed itself has not been altered by human interference. The ties are still in place, with only minor disruptions. Evidence of natural processes including erosion, growth of trees and grasses, and the decay of wooden structures including ties and trestles is consistent with this designation.

B) Earthwork intact, with ties removed.

The roadbed has been altered by human activities. The original earthwork is visible as cuts and fills and as the raised roadbed itself. The uniform and gentle grade of the railway is often the clue to these sections. Sharp curves or an uneven grade are usually signs that the roadbed has been modified to category 'C', below. Crossings or occasional intrusions are consistent with this designation, however.

C) Route discernable, earthwork removed, ties removed.

Only the roadbuilder's choice of route remains. The roadbed may have been widened, re-graded, and resurfaced. Sections of the roadbed discernable only by aerial photography also fit within this designation.

D) Route not discernable

The original route is no longer discernable, not even in aerial photographs.

E) Railway restored to original specifications

The railway is restored to original specifications including roadbed, ties, rails, and location.

Using each of these criteria, and a hip chain measuring device, the location and length of these five categories of grade in any railroad system are to be recorded.

### 3. Feature Conditions

Features in a railroad system include such items as the head of a spurline, wyes, associated logging camps and activity sites, sidings, townsites, way-stations, major cuts and fills, and other features.

Three categories of Feature Conditions are recognized: A) Excellent, B) Fair, and C) Deteriorated/disturbed.

- A) Excellent: Features which are essentially intact.
- B) Fair: Features in which the original form is still recognizable. For structures the roof need not be intact.
- C) Deteriorated/Disturbed: Features in which the original form has deteriorated to the point that it is no longer recognizable.

However, these should be protected when they meet the following criteria: (1) possess local, State, or National historical significance, (2) when associated with standing structures or features which warrant protection or preservation, (3) when associated artifacts indicate that the feature has a unique origin.

### 4. Interpretation Conditions

Much of the value of railroad systems is associative, i.e., as a statement of a past historic activity, rather than in the data inherent in the sites themselves. The availability of segments for access or viewing and interpretation is an important factor.

Three categories of Interpretation Condition are recognized: A) High, B) Medium, and C) Low.

- A) High: A segment easily accessed or viewed or interpreted.
- B) Medium: A segment relatively inaccessible or viewed from extreme distances or not readily interpreted.
- C) Low: A segment almost totally inaccessible or not in view or having no value for interpretation.

EVALUATION METHOD

All portions of a railroad system will be broken into grade segments, regardless of length, identified by their condition. Each segment will have listed with it the numbers and condition of associated features. All segments will be graded for their interpretative value. Within each criteria (grade, feature, interpretation) a value will be assigned utilized the values assigned in Table I (below).

TABLE I - CRITERIA VALUES

Value	Grade Condition	Feature Condition	Interpretation Condition
10	A, E	Excellent	High
5	B	Fair	Medium
0	C, D	Deteriorated/ Disturbed	Low

Utilizing the following Assessment Form, all segments of a railroad system may be assigned relative values and the Assessment Figure for each segment calculated. The Assessment Figure is a relative value which allows the Cultural Resource staff to easily visualize the relative important of each railroad segment as it is balanced against the others for management purposes.



ASSESSMENT FORM  
FOR  
RAILROAD SEGMENTS

Segment I.D. \_\_\_\_\_

1. Grade Classification X Grade Condition

		A	(10)		
Main Line (3)		B	( 5)		
Perm. Spur (2)	X	C	( 0)	=	_____
Temp. Spur (1)		D	( 0)		
		E	(10)		

2. Associated Features

Feature	value + (condition X number)	=
Station site	10 + ( _____ X _____ )	= _____
Mill site	10 + ( _____ X _____ )	= _____
Siding	8 + ( _____ X _____ )	= _____
Trestle	8 + ( _____ X _____ )	= _____
Wye	5 + ( _____ X _____ )	= _____
Water Tank	5 + ( _____ X _____ )	= _____
Cattle Guard	3 + ( _____ X _____ )	= _____
Switchback	7 + ( _____ X _____ )	= _____
Tram	10 + ( _____ X _____ )	= _____
Log Chutes	10 + ( _____ X _____ )	= _____
Logging Camp	10 + ( _____ X _____ )	= _____
Construction Camp	10 + ( _____ X _____ )	= _____

3. Interpretation Condition = \_\_\_\_\_

TOTAL Assessment Figure = \_\_\_\_\_

date calculated: \_\_\_\_\_

## SUMMARY

This document sets out a simple, straightforward system for assessing all segments of railroad systems on Forest lands. It weighs all segments in terms of Grade Classification, Grade Condition, Feature Condition, and Interpretation Condition and assigns values accordingly. The end result is a complete assessment of all segments and a way to rank order them for managerial decision making.

ATTACHMENT B

MANAGEMENT OF HISTORIC RAILROAD SYSTEMS  
ON THE  
WALLOWA-WHITMAN NATIONAL FOREST

INTRODUCTION

The railroad systems on the Wallowa-Whitman National Forest lands include the Sumpter Valley Railroad, the Mt. Emily Lumber Company Railroad, and the Eastern Oregon Lumber Company Railroad.

All have considerable historical significance and all appear to meet the 36 CFR 60.6 criteria for nomination to the National Register.

MANAGEMENT DIRECTIONS

Management of the Historic Railroad Systems has three discrete aspects:

1. Corridor
2. Grades
3. Features

1. Corridor

Corridor management consists of two foci:

- A) manage corridors to avoid or minimize negative impacts to the grade and immediate grade corridor, and:
- B) interpretation and enhancement of the corridor for the recreation public.

The grade corridor is a management unit 100 feet from the center of the grade in both directions where special protection is necessary. This corridor extends along the length of the grade segments that are to be managed for their National Register qualities.

## 2. Grades

Grade Management focuses primarily on the preservation and protection of the significant segments of the railroad systems.

Railroad systems grades are broken down into two general categories -- mainlines and spurs.

### A) Mainline Grades

No new roads should be constructed on mainline grades, Grade Conditions A, B or E, nor should logs be skidded on or across them.

All crossings such as access roads or skid trails should be limited to previously disrupted segments, that is, Grade Conditions C or D,

Wherever possible, the visual integrity of the mainline grades, Grade Conditions A, B or E, should be managed at the total retention level.

### B) Spur Lines

Associated with each of the mainlines are extensive networks of railroad spurs, many of which are located on Forest lands.

Management emphasis should be placed on those portions of the spurs having, not only historic significance, but also the greatest interpretative potential, Grade Conditions A, B or E, as well as any unique feature which may be associated with the spurs.

Skid trail crossings should be made as far as possible from points where the grade could be viewed by recreationists.

Crossings should be made at right angles to the longitudinal axis of the grade, rather than diagonally. Right angle crossings decrease the area of impact.

Railroad spurs in the Grade Condition C or D do not warrant protection or preservation:

### 3. Features

Associated with most railroad spur complexes are features such as trestles, water tank towers, wyes, switches, major cuts and fills, and the remnants of railroad logging camps. Logging camp remnants may include log and frame structures and associated trash deposits.

The recommended management direction is protection and preservation until such time as a detailed, site-specific Cultural Resource Management plan is written.

The visual integrity of such features should be maintained wherever possible. This is particularly true if the feature has an Interpretation Condition "A".

If a railroad grade, Grade Condition A, B, or E, occurs in association with one or more features, the grade should be left intact for at least 300 feet on either side of the feature.

#### SPECIFIC ACTIVITIES AFFECTING GRADES, CONDITIONS A, B, OR E

##### Felling of Individual Trees

Felling and yarding of trees immediately adjacent to a grade will be directionally away from the grade. This guideline applies to a pre-commercial and commercial thinning as well as the harvest of mature timber.

##### Bucking and Piling of Slash

Hand bucking and piling of slash will be the only method used within the grade corridors. Slash may be hand piled immediately adjacent to, but not upon the grade.

### Skidding

Skidding across the grade should be restricted to designated skid trails located at previously disrupted segments and crossings. If a skid trail crosses a grade in a previously undisrupted segment, the grade must be repaired to its pre-harvest configuration of banks and contour, tie placement, etc.

### Road Building/Landings

All new road construction and landings should be routed away from the grade corridor.

### Prescribed Burning

Prescribed burns do not affect the grade unless wooden features are present. If a wooden feature is present, a fire line would be constructed around the feature to protect it, if possible, or the area of the feature removed from the burn entirely. No fire line other than a light hand line should be constructed within the grade corridor.

### Wildfire Suppression

The grade should not be used as a fireline in the suppression of wildfire. Efforts should be made not to impact the grade during wildfire suppression by mechanical line building equipment. If such equipment is to build a line across the grade, it should be done on a previously disrupted segment of crossing. Extreme emergencies will preclude such consideration.

### Tree Planting

Tree planting may occur up to within 10 feet of the sides of the grade but no closer, nor within the grade itself.

### Fence Building

Fence building is not considered an adverse impact and will be allowed with almost no restriction. In areas where the grade corridor is a visual resource, fences should be routed away from the grade. Fences should not be constructed between the road and the grade when the road is adjacent to the corridor.

### Mining and Spring Development

Impacts from these activities should be directed away from the grade corridor as practical.

### Visual Corridor Management

Certain grade segments will be managed for visual quality due to the valuable interpretive opportunity which exists. Visual quality retention will be by modified treatment of timber harvest within 100 feet of the grade centerline or between the grade and adjacent main road if this distance is shorter.

ATTACHMENT C

MITIGATION AND DATA RECOVERY PLAN  
FOR  
HISTORIC RAILROAD SYSTEMS  
ON THE  
WALLOWA-WHITMAN NATIONAL FOREST

MITIGATION MEASURES

The following mitigation measures are appropriate for the historic railroad systems on the Forest:

1. Photographic documentation will be made in accordance with National Park Service (NPS) Historic American Engineering Records (HAER) and the Historic American Building Standards (HABS) guidelines. Such documentation will be necessary at 100 foot intervals along the length of the roadbed being affected in addition to those standards in the guidelines. Criteria for photo points include property lines, beginning and ending of identified sections using P-stations for segmentation, or at points where existing conditions will be altered, such as at road crossings.
2. Mapping of the roadbed where the undertaking will destroy it. This map must have a plan and a contour view drawn to engineering standards. If technically feasible, the roadbed should be mapped on an orthophoto quadrangle map. All associated buildings, structures, or other features association with the roadbed must be indicated on the plan view(s).
3. Cross-section drawings of the roadbed made to engineering standards will be made for those segments which will be destroyed. These drawings will be made after trenches excavated perpendicular to the roadbed have been dug deep enough to expose the sub-surface soils upon which the roadbed was constructed.
4. Architectural drawings including plan and profile views of all associated building, structures and other features to be Adversely Affected by the undertaking will be made in accordance with HABS and HAER guidelines. Archaeological excavation may be necessary as part of the historic documentation.
5. Interpretation of the segments will include the development and placement of interpretative signs and trail and trail/brochure development alongside or near the segments. The planned trail may be no more than the removal of small trees and brush along the edge of the roadbed to facilitate pedestrian traffic. This activity will be an enhancement for those adjacent segments to be retained as an loss offsetting measure for the portion being destroyed.

6. Restoration of roadbed will be required in those cases where the impact is from skidding logs on a controlled access (i.e., designated skid trails). In all cases, of this nature, before and after photographic documentation of the affected area must be made. This photographic documentation will become a permanent part of the site records.

#### ADVERSE EFFECTS

Prior to any of the listed activities below, all Assessment Work (Attachment A) and all Mitigation and Data Recovery Work must be completed.

1. Road building will require Mitigation Measures 1 - 3; 4 if features are present; and, 5 at appropriate locations adjacent to the road construction and at other valuable interpretive locations.
2. Road crossing(s) will require Mitigation Measures 1, 2, 3 and 5, and if necessary, 4. Photographs will be taken parallel to the center-line of the roadbed, in both directions from the road-crossing.
3. Skid Trails will require Mitigation Measures 1, 2, 3, and if necessary, 4, along the length of the damage area. After the project requiring the skid trail(s) is completed, Mitigation Measure 6 will be applied.
4. Other Point Disturbances such as contemporary mining, spring developments, etc., could Advsersly Affect the roadbed in small areas. Mitigation Measures 1, 2, 3, and 4, as applicable, would be necessary.