



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Springfield Interagency Office, Northwest Oregon
District 3106 Pierce Parkway, Suite E
Springfield, Oregon 97477-7910



TO: Prospective Purchasers

FROM: Northwest Oregon District, Siuslaw Field Office

SUBJECT: August 19, 2026, Timber Sale-Wild Penn, SBA

Correction to the Timber Sale Notice Contract Stipulations for the Wild Penn, SBA Timber Sale ORN03-TS-2026.0369

On August 19, 2026, the Prospectus and Timber Sale Notice for the Wild Penn, SBA, Timber Sale, Tract No. ORN03-TS-2026.0369, was advertised and posted to the BLM public website. During the initial advertisement of the Wild Penn tract, the reserve tree paint color was incorrectly identified as orange. All internal reserve trees and trees identifying the boundary are identified and marked with pink paint. The Timber Sale Notice and Contract Stipulations have been corrected and are attached below. No other changes to the Contract Stipulations have been made. No changes to the appraised contract price have been made. Thank you for your understanding. If you have any questions, please contact Joe Lynch at (541) 683-6739.

NORTHWEST OREGON DISTRICT		TIMBER SALE NOTICE LUMP SUM EUGENE MASTER UNIT SBA Sale		PARCEL NO.: 1				
SIUSLAW FIELD OFFICE				SALE DATE: September 17, 2026				
Contract No. ORN03-TS-2026.0369		Wild Penn						
Lane County, Oregon: O&C Oral Auction				Bid Deposit Required: \$217,000.00				
All timber designated for cutting on		Lots 1, 2, 3, 4, S½NE¼, S½NW¼, SW¼, NE¼SE¼ <u>Section 1 T. 18 S., R. 7 W., Will. Mer.</u>						
Estimated Volume 32' Log (MBF)		Species		Estimated Volume 16' Log (MBF)		Appraised Price Per MBF		Estimated Volume Times Appraised Price
5,990		Douglas-fir		7,235		\$ 299.30		\$ 2,165,435.50
28		Western hemlock		33		\$ 115.00		\$ 3,795.00
6,018		TOTALS		7,268				\$ 2,169,230.50

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: The timber volume for all Douglas-fir and western hemlock in the Regeneration Harvest Area (139 acres) was variable plot cruised. A 32.14 basal area factor was used to measure 186 plots in this area.

The timber volume for all Douglas-fir in the Partial Harvest Area (7 acres) was also variable plot cruised. A 20 basal area factor was used to measure 10 plots in this area. Plot data was used to calculate v-bar and basal area per acre using the National Cruise Processing Program.

Timber volumes for Douglas-fir in the right-of-way were 100% cruised for estimating board foot volume.

A map showing the location and description of the sample trees is available at the Northwest Oregon District Springfield Interagency Office.

With respect to merchantable Douglas-fir(sample) trees: The average tree is 21.9" DBHOB: the average log contains 126 bd.ft; the total gross merchantable volume is approximately 7,540 MBF; and 94% recovery is expected.

CUTTING AREA: One (1) area totaling approximately 139 acres must be regeneration harvested, 7 acres must be partial harvested, and approximately 4 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by a Right of Way and Road Use Agreement E-308 between Roseburg Resources Co. and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Co. The license agreement shall be delivered to Roseburg Resources Co. for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Roseburg Resources Co. road maintenance and rockwear fees of \$9,659.98. The Purchaser shall pay BLM rockwear fee of \$7,870.54. In addition to the quantities shown below, 300 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. See Exhibit D map for specification of road maintenance responsibility. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION:

Spurs A, C, D

Length: 9.58 Stations

Class: SN-14

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD IMPROVEMENT:

Road Nos. 18-7-1.5 Seg. A2, 18-7-1.6, 18-7-1.7

Length: 41.35 Stations

Class: SN-14

Special Requirements in Road Improvement: Operations limited to periods of dry weather.

ROAD RENOVATION:

Spur B; Road Nos. 18-7-1.2 por., 18-7-1.3, 18-7-1.5 Seg. A1

Length: 67.06

Class: SN-14, SN-16

Special Requirements in Road Renovation: Operations may be limited to periods of dry weather.

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	196'	6

Suggested Rock Source: Commercial, Noti Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>6" minus</u>	<u>Jaw Run</u>
196	436	4,575	946	0

Total Estimated Exhibit C Road Costs (construction, improvement, renovation): \$320,232.72DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, creation of snags, logging residue reduction, and submission of a written logging plan specifying logging methods and logging schedule.

Under Sec. 26 of the timber sale contract, ground based logging will be prohibited during periods of high soil moisture. This will normally limit ground based logging to July, August, and September.

OTHER SPECIAL REQUIREMENTS:

- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather as determined by the Authorized Officer.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,400 feet slope distance in the Regeneration Harvest Area on slopes greater than 35%.
- Tethered assist logging system on slopes less than 70% will be considered pending a review of a complete logging plan. Submission of a plan does not guarantee approval.
- Yarding across streams requires full suspension.
- Limbs and tops shall remain attached to the tree and be yarded to the landing.
- With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive.
- In the Special Tailhold Area, obtain approval from the Authorized Officer prior to attaching logging equipment to any tree.
- Trees marked with pink paint, which are also 40" DBH or greater diameter are reserved and shall not be felled unless they present a safety hazard. If felled these trees shall be retained on site.
- 32 trees marked with yellow paint shall not be felled or damaged during logging operations.

- Clean equipment prior to arrival on BLM managed lands.
- Upon completion of yarding, create 150 high girdle snags, approximately 1 per acre. The Purchaser shall be responsible for marking, tallying and submitting snag creation totals.
- Rock Spurs A, B, C, D; and Road Nos. 18-7-1.2 por., 18-7-1.3, 18-7-1.5, 18-7-1.6, 18-7-1.7 for wet weather haul.
- The installation of one cross drain and the construction of a truck turn around is required on Roseburg Resources Company owned Road No. 18-6-7.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may include:
 - Decompact and/or block skid trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator with a thumb.
 - Construct drainage dips, waterbars, and/or lead-off ditches.
 - Block at entry points using earthen barricades as directed by the Authorized Officer.
- Sec. 44(e) contains explicit instruction on requirements for equipment and personnel involved in pile burning.

Buyout Security Deposit: The Purchaser will have the option of performing pile burning or making a buyout security deposit in the amount of Three Thousand Two Hundred Seventy-Four dollars and Ninety-Eight cents (\$3,274.98) in lieu thereof. The buyout security deposit must be declared prior to contract execution. Piling and covering are not included in the Buyout Security Deposit and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to this sale is through a locked gate. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Joseph Lynch at (541) 683-6739.

From Noti, travel south on Vaughn Road (County Road No. 4335) for approximately 2.25 miles. Turn west on to Penn Road (County Road No. 4366) and travel approximately 1.5 miles to a four-way junction. Proceed through the gate to the north onto BLM Road No. 18-6-7 and follow the signs to the Timber Sale Area.

SEC. 43 - Timber Reserved From Removal and/or Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, pink painted and posted trees which are on or mark the boundaries of the Reserve Area.
All trees marked with pink paint above and below stump height in the Regeneration and Partial Harvest Areas shown on Exhibit A, which is attached hereto and made a part hereof.
- (b) All trees marked with pink paint above and below stump height which are also 40" or greater in diameter at breast height (DBH) within the Regeneration and Partial Harvest Areas shown on Exhibit A. These trees shall not be felled unless they present a safety hazard as determined by the Authorized Officer. If felled these trees shall be retained on site.
- (c) All snags greater than 20" DBH, snags in decay class 3-5 which are 6" DBH or greater, hardwoods, or Pacific yew trees in the Regeneration and Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Snags, hardwoods, or Pacific yew trees felled shall be retained on site. Snag decay classes are illustrated on Exhibit L, which is attached hereto and made a part hereof.
- (d) Approximately 32 trees marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees shown on Exhibit A. These trees shall not be felled or damaged during logging operations.
- (e) All existing down woody material 20" or greater in diameter at the large end and greater than 20' in length, and downed woody material 6-20" in diameter at the large end in decay classes 3-5 in the Regeneration and Partial Harvest Areas shown on Exhibit A which do not present a safety or operational hazard. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.

SEC. 44 - Special Provisions

- (a) Logging
 - (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of 10 or more days.
 - (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work 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. All logging shall be done in accordance with the plan.
 - (3) In addition to the Purchaser's representative requirements listed in Section 24 of this contract, the designated Purchaser's representative shall be fluent in speaking and understanding English, maintain familiarity with the contract, and be able to clearly communicate the status of any associated operations, concerns, or challenges within the contract area, excluding Exhibit C and provisions.
 - (4) The Purchaser shall provide warning signs and/or flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations, including timber falling. Roads such not be blocked by such operations for more than 20 minutes.
 - (5) In the Regeneration and Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to lead and cut into log lengths not to exceed 40 feet before being yarded, unless otherwise directed by the Authorized Officer.
 - (6) In the Regeneration and Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be yarded with limbs and tops attached, unless otherwise approved by the Authorized Officer.

- (7) No felling, yarding, or loading shall be permitted in or through the Reserve Area shown on Exhibit A, except where allowed in Section 44(a)(8), unless otherwise directed by the Authorized Officer.
- (8) In the Reserve Area shown on Exhibit A, logs may be yarded over streams. Yarding shall be done in accordance with Section 44(a)(13). Trees felled in the Reserve Area for these cable corridors shall be felled toward the stream and retained on site unless otherwise directed by the Authorized Officer.
- (9) No felling or yarding shall be conducted in the Regeneration and Partial Harvest Areas shown on Exhibit A from April 15 to June 15 of each year, both days inclusive, for sap flow. This restriction may be waved by the Authorized Officer.
- (10) With the exception of hauling, daily operations within the Special Operating Areas shown on Exhibit A shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive.
- (11) No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.
- (12) 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. No logging equipment shall be attached to yellow painted trees in the Approximate Location of Special Habitat Trees shown on Exhibit A.
- (13) In the Regeneration and Partial Harvest Areas shown on Exhibit A, except where ground-based yarding as allowed in Section 44(a)(16), yarding shall be done with a skyline system capable of yarding 1,400 feet slope distance from the landings and laterally yarding at least 75 feet from the skyline roads. The carriage shall be capable of being held in position on the skyline during lateral yarding. Skyline roads shall be spaced a minimum of 150 feet apart at one end, unless otherwise approved by the Authorized Officer. Space cable yarding corridors across streams no less than 100 feet apart at the stream, with an overall desire to keep an average spacing of 200 feet apart. During yarding, the lead end of the log shall be suspended clear of the ground. Full suspension shall be required when yarding over streams. Intermediate supports and/or lift trees may be needed. Before clearing any skyline road necessary for yarding in the Regeneration and Partial Harvest Areas, the Purchaser shall:
 - (aa) Mark the location of the skyline road on the ground with fluorescent pink flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees but, in any case, the width of each skyline road shall not exceed 12 feet, unless otherwise approved by the Authorized Officer.
 - (bb) Provide a map of requested skyline road locations a minimum of five (5) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skyline roads shall remain free from felled trees until approved.
 - (cc) Locate cable corridors over streams and above stream channel initiation points (headwalls), so that they are within 45 degrees of perpendicular to the stream, where possible.
 - (dd) Identify on the ground all trees in the Special Holding Areas shown on Exhibit A that would be impacted by skyline roads or guylines and obtain approval by the Authorized Officer prior to cutting the adjacent harvest area.
- (14) In the Regeneration and Partial Harvest Areas shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50% during periods of low soil moisture. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.

- (15) In the Regeneration and Partial Harvest Areas shown on Exhibit A, felling and yarding may be done on slopes up to 70% with specialized tethered logging equipment pending prior approval by the Authorized Officer. To obtain approval, the Purchaser shall submit a detailed logging plan at least two weeks prior to any equipment move in. The logging plan shall include details on equipment type, use patterns, corridor spacing and width, and cutting and yarding plan. The submitted plan will be reviewed to ensure BLM soil disturbance thresholds will not be exceeded. Submission of a logging plan does not guarantee approval.
- (16) In the Regeneration and Partial Harvest Areas shown on Exhibit A, where slopes are less than 35% (or 50% if specialized ground based equipment is used as stated in Section 44(a)(14) or tethered equipment as stated in section 44(a)0), yarding may be done by equipment operated entirely on designated skid trails during periods of low soil moisture. Trees shall be felled to the lead of the skid trails where possible. Before felling and yarding any timber in the area to be logged by ground-based equipment, the Purchaser shall locate and construct designated skid trails as follows:
- (aa) Mark the location of designated skid trails on the ground with fluorescent pink flagging.
 - (bb) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - (cc) Use existing skid trails where possible.
 - (dd) Provide a map of requested skid trail locations a minimum of five (5) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails shall remain free from felled trees until approved.
 - (ee) Limit the width of each skid trail to a maximum of 12 feet.
 - (ff) Limit excavation on designated skid trails to a maximum cut of 1 foot and maximum length of 1,000 feet at any one location with prior approval of the Authorized Officer.
 - (gg) Obtain written approval of completed construction from the Authorized Officer prior to commencing logging operations.
- (17) Before cutting and removing any trees necessary to facilitate logging in the Regeneration and Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 44(a)(16), cable yarding roads in accordance with Section 44(a)(13), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
- (aa) All skid trails and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail and/or cable yarding road shall be limited to 12 feet.
 - (bb) With the exception to the Special holding Areas shown on the Exhibit A, the Purchaser may immediately cut and remove additional timber to clear skid trails and cable yarding roads; provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(f) of the contract.

- (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract.
- (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision.

The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (18) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Regeneration and Partial Harvest Areas, which is obstructing needed cable yarding roads; hazardous to workers; needed for guyline, tailhold, and/or tieback trees; or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
 - (aa) Trees reserved under Section 43 of the contract for wildlife habitat objectives, trees marked with pink paint which are over 40" DBH, and trees in the special holding areas shown on the Exhibit A are not included in the authorization.
 - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chainsaw or marked with high visibility paint. The stump shall be marked with plastic flagging so that the stump can be visually located from a distance of not less than 100 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
 - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(f) of the contract as required by Section 8 of the contract.
 - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(f) of the contract have been made.
 - (ee) The permission to fell and yard additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump or butt log with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any tree that was reserved for the tree improvement program or wildlife habitat, and including those trees reserved under Section 43 of the contract or those trees in the Special Holding Areas shown on Exhibit A.

- (4) Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- (6) Failed to properly segregate any pulled over tree that was yarded to the landing.
- (7) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) Cut more than the minimum number of trees necessary to properly serve as tiebacks for topped tailhold trees.
- (11) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable yarding and/or ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees. The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

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

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

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

(b) Road Construction, Improvement, Renovation, Use and Maintenance

- (1) The Purchaser shall construct Spurs A, C, and D, improve Road Nos. 18-7-1.5 Seg. A2, 18-7-1.6, and 18-7-1.7, and renovate Spur B and Road Nos. 18-7-1.2 por., 18-7-1.3, 18-7-1.5 Seg. A1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 28 sheets.

- (2) Prior to logging operations, including any unloading of logging equipment, and removal of any timber, except right-of-way timber, the required construction, improvement, and renovation of the haul route shall be completed and accepted as specified in Exhibit C.
- (3) The Purchaser shall surface Spurs A, B, C, and D and Road Nos. 18-7-1.2 por., 18-7-1.3, 18-7-1.5 Segs. A1 and A2, 18-7-1.6, and 18-7-1.7 with rock for wet weather haul. Rocking shall be in accordance with Exhibit C. If the Purchaser exercises the option to not rock any of these roads, the purchase price will be increased by the cost of surfacing as appraised at the time of sale.
- (4) No operations, with the exception of haul, shall occur within the Special Operating Area as shown on the Cover Sheet and Worklist Map from April 1 through August 5, both days inclusive. Additionally, from August 6 to September 15, operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset, both days inclusive. These restrictions shall not be waived.
- (5) The Purchaser shall furnish and place 300 cubic yards of surface maintenance rock in accordance with Exhibit D, which is attached hereto and made part hereof. Exhibit D contains 5 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (6) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management (BLM) for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and Exhibit D provided that the Purchaser comply with the conditions set forth in Section 44(b)(7) and Section 44(b)(9), and pay the required rockwear obligations described in Section 44(b)(8). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Owner	Road Surface Type
Spur A	0.13	BLM	Rock
Spur B	0.03	BLM	Rock
Spur C	0.03	BLM	Rock
Spur D	0.02	BLM	Rock
18-7-1.2 por.	0.34	BLM	Rock
18-7-1.3	0.42	BLM	Rock
18-7-1.5 Seg. A1	0.48	BLM	Rock
18-7-1.5 Seg. A2	0.55	BLM	Rock
18-7-1.6	0.17	BLM	Rock
18-7-1.7	0.06	BLM	Rock

- (7) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (8) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Seven Thousand Eight Hundred Seventy and 54/100 dollars (\$7,870.54) for the transportation of timber included in the contract price over the BLM owned roads listed in Section 44(b)(6).

The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00) the Purchaser may elect to make the payments in installments in the same manner as and together with payments required in Section 3 of this contract.

- (9) In the use and/or renovation of Road No. 18-6-7 Seg. A3 por. the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-308 between the United States of America and Roseburg Resources Co. (RRC). Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Northwest Oregon District's Springfield Interagency Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from RRC. The license agreement and insurance certificate shall be delivered to RRC, at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road maintenance and rockwear fee of Nine Thousand Six Hundred Fifty-Nine and 98/100 dollars (\$9,659.98) prior to log hauling. All road maintenance fees due as a result of modification shall be due at the time of modification and at a rate per MBF equal to the appropriate BLM fee current at the time of hauling.
- (10) The Purchaser shall be required to secure written approval to use or haul equipment over Government-owned or controlled roads and/or structures when such equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices. Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least 15 days prior to proposed move in.

Details shall include:

- (aa) weights when fully loaded.
- (bb) Axle spacing.
- (cc) Axle Traverse wheel spacing.
- (dd) Tire size.
- (ee) Outside width of vehicle.
- (ff) Operating speed.
- (gg) Frequency of use.
- (hh) Special features (e.g., running tracks, overhang loads, etc.)

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

- (11) The Purchaser also agrees that if they elect to use any private road, other than those provided for in this contract, which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, they shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) Upon each season's shutdown, and prior to the onset of wet weather, the Purchaser shall block skid trails and natural surfaced roads as directed by the Authorized Officer, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. The waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking shall be completed as directed by the Authorized Officer.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, complete the following decommissioning measures according to the road schedule below. All decommissioning shall be completed during the dry season and as directed by the Authorized Officer.
 - (aa) Decompact and/or block skid trails and natural surfaced roads and landings to an 18" depth, with decompaction equipment, such as a track-mounted excavator.
 - (bb) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H.
 - (cc) Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern, as directed by the Authorized Officer.
 - (dd) Purchaser shall block roads with earthen barricades constructed in accordance with the specifications shown on Exhibit J, which is attached hereto and made a part hereof. Blocking shall be completed as directed by the Authorized Officer.

	If not rocked				If rocked		
	(aa)	(bb)	(cc)	(dd)	(bb)	(cc)	(dd)
Road Number	Decompact	Drainage	Logging Slash	Block	Drainage	Logging Slash	Block
Skid Trails	X	X	X	X	N/A	N/A	N/A
Spur A	---	X	X	X	X	---	---
Spur B	---	X	X	X	X	---	---
Spur C	---	X	X	X	X	---	---
Spur D	---	X	X	X	X	---	---
18-7-1.2 por.	---	X	---	---	X	---	---
18-7-1.3	---	X	---	---	X	---	---
18-7-1.5 Seg. A1	---	X	---	---	X	---	---
18-7-1.5 Seg. A2	---	X	---	X	X	---	---
18-7-1.6	---	X	---	X	X	---	---
18-7-1.7	---	X	---	X	X	---	---

- (3) In addition to the drainage requirements listed above, and as specified on Exhibit H, waterbars shall be placed within 25 feet upslope of all remaining cross drains on roads that are blocked after operations. Waterbars shall be keyed into existing ditches and ditch dams shall be constructed to capture flow, as approved by the Authorized Officer.
- (4) Cable yarding corridors shall be waterbarred immediately after use, if necessary to prevent erosion, as determined by the Authorized Officer.
- (5) In order to prevent the spread of noxious weeds, the Purchaser shall be required to clean all equipment prior to entry onto BLM lands as directed by the Authorized Officer.

(6) Snag Creation

- (aa) Within the Regeneration and Partial Harvest Areas shown on Exhibit A, the Purchaser shall select and high girdle a total of one hundred and fifty (150) trees within one year of the completion of yarding. Select trees marked with pink paint above and below stump height that are less than 40 inches diameter at breast height (DBH). Operationally created snags, storm damage created snags, or down reserve trees may be credited toward snag counts with the approval of the Authorized Officer. To be credited toward girdle snag counts, the tree can either meet the minimum high girdle specifications, as described in 44(c)(6)(ii), or be accepted at the discretion of the Authorized Officer. All girdled trees shall be reserved in accordance with Section 43. No adjustments of volume or value shall be made to meet these requirements.
- (bb) Distribution of snags shall be as close to 1 (one) per acre as possible and no more than 10 (ten) per acre or as specified by the authorized officer.
- (cc) Trees selected for girdling shall be located beyond the falling distance of power lines, structures, recreation trails, and open roads, unless otherwise directed by the Authorized Officer.
- (dd) Trees selected for girdling shall be live, sound trees. Hierarchy for species selection is as follows: Douglas-fir, western hemlock.
- (ee) The Purchaser shall tally all girdled trees by 1" diameter class, species, and approximate location daily. The Authorized Officer may request the tally at any time during girdling operations. At the completion of girdling operations, the Purchaser shall submit a completed tally to the Authorized Officer.
- (ff) Trees that are damaged from the normal conduct of felling or yarding operations such that they are expected to become snags may be credited towards girdle snag counts. These trees shall be greater than 10" DBH, approved by the Authorized Officer and will meet snag specifications in accordance with 44(c)(6)(hh). These trees/snags are to remain standing if they meet State safety laws, codes, or regulations. These trees shall be marked with an "S" with red paint at DBH on two sides of the bole and shall be tallied as described in 44(c)(6)(ee). The painted "S" shall be greater than 12" tall and visible from 150'.
- (gg) All Special Habitat Trees, marked with yellow paint, shall be reserved from girdling.
- (hh) Operationally Created Snag Specifications
 - (1) To be counted as an operationally created snag, the damage to the tree must be at least 6 (six) feet above ground level. The bark shall be removed down to the cambium on at least $\frac{3}{4}$ of the bole to 12 inches in width.
- (ii) High Girdle Specifications
 - (1) During sap flow season remove the bark and cambium layer from a 12-inch wide or greater band completely encircling the bole of the tree. Outside of sap flow season, high girdling will be accomplished by making three (3) parallel, evenly spaced cuts around the tree. The distance between the top cut and the bottom cut shall not exceed twelve (12) inches. Each cut must connect with itself completely around the tree and penetrate through the cambium layer into the wood at least $\frac{1}{2}$ inch, but not more than 1 inch.
 - (2) Trees shall retain at least 15 live limbs greater than 5 feet long below the girdle site or have a minimum top diameter at the girdle site of 8".
 - (3) High-girdled trees shall be marked with a band of high visibility red paint near DBH, and one piece of high visibility pink flagging tied around the bole of the tree at a height of 30-40 feet. Flagging must be visible from the ground.
 - (4) If a tree is selected for high girdling but not treated due to safety issues or finding an existing wildlife structure, such as a cavity or nest, then the Purchaser shall paint the tree as described above in (ii)(3) and note the reason on the data sheet.

(kk) Adjustments

- (1) The purchaser agrees that if the BLM determines a reduction in the number of girdles specified in 44(c)(6)(aa) is necessary, then it shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer. Such adjustment will result in an increase of the purchase price and shall be made at the original appraised values.

(d) Fire Prevention

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Purchaser should monitor the Industrial Fire Precaution Level (IFPL) on a regular basis. Current IFPL levels can be referenced at <https://gisapps.odf.oregon.gov/firerestrictions/ifpl.html>.

(e) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 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 this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and/or site preparation measures required by this contract:
 - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the prework conference.
 - (bb) Machine pile and cover all slash situated within twenty-five (25) feet of Spur A through D, and Road Numbers 18-6-7, 18-7-1.2, 18-7-1.3, 18-7-1.5, 18-7-1.6, 18-7-1.7. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. Piles shall be piled from the top. Finished piles shall be tight and free of bark and dirt. No piles (landing or roadside) may be within 50 feet of above and below ground utility right-of-ways.
 - (1) Machine piles shall be located as far as possible from reserve trees, snags, culverts, or unit boundaries to minimize damage. Piles shall not be built on stumps or residual large diameter logs.
 - (2) Slash between two (2) inches and twelve (12) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled as directed by Authorized Officer. Pile size shall be a maximum of sixteen (16) feet in diameter by twelve (12) feet in height, and minimum pile size shall be eight (8) feet in diameter by six (6) feet in height or as directed by the Authorized Officer. No piece of slash shall extend more than two (2) feet from the main pile. Slash left on the ground shall not exceed a continuous six (6) inches in depth. No piece greater than 12 inches diameter may be piled.
 - (3) All piles shall be covered with black four (4) mil polyethylene plastic to cover at least seventy-five (75) percent of the surface of each pile. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be draped over the top of the pile, held in place with woody debris, and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year.

The Purchaser is required to furnish the covering materials. Covering shall be completed within thirty (30) days of completion of piling or as directed by the Authorized Officer.

- (4) Harvest Areas shall be piled during the same season they are logged.
- (cc) Pile and cover landing slash within twenty-five (25) feet of the edge of each landing. All tops, broken pieces, limbs and debris between two (2) inches and twelve (12) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be piled from the top and kept free of bark and dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer. No piece of slash shall extend more than two (2) feet from main pile. No piece greater than 12 inch diameter may be in pile.
 - (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
 - (2) Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with black four (4) mil polyethylene plastic. Landing piles shall be at least seventy-five (75) percent covered with the covering extending three-quarters of the way down all sides. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be draped over top of the pile and held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 44(e). In accordance with written instruction to be issued by the Authorized Officer at least 10 days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
 - (aa) For Igniting, Holding, and Mop-Up of Piles:
 - (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
 - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications.

On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

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

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

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

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

(f) Buyout Securities

- (1) The Purchaser shall prescribe burn and mop-up in accordance with Section 44(e)(3). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount Three Thousand Two Hundred Seventy-Four and 98/100 dollars(\$3,274.98), and upon making such deposit, the Purchaser shall be relieved of the obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.