

NOTICE OF TIMBER SALE**(Recovery – Scaled Sale)**

SALE NAME/NO.: Austin ODOT-GNA KL-341-2025-GF8024-01

AUCTION DATE/TIME: June 16, 2025 starting at 10AM

AUCTION LOCATION: Oregon Department of Forestry
3501 NE 3rd St
Prineville OR, 97754
(541) 447-5658

DISTRICT/UNIT
OFFICE (MAILING
ADDRESS FOR BIDS): Oregon Department of Forestry
3501 NE 3rd St
Prineville OR, 97754
(541) 447-5658

HARVEST TYPE: 56.62 acre Partial Cut Harvest, approximate 50 years old

SALE LOCATION: Located in Sections 33 and 34 of T11S, R35E, Willamette Meridian, Grant County, Oregon

DIRECTIONS TO TIMBER
SALE AREA: From John Day take HW 26 East approximately 28 miles to Austin Junction. Approximately, half a mile before Austin Junction turn right on NF Rd 091. The Timber Sale Area is north of the NFD Rd 091.

APPRAISED VOLUMES AND QUALITY:

SPECIES	AVG DBH	TOTAL Ton	GRADES BY Ton																
			1P	2P	3P	P	SM	1S	2S	3S	4S	5S	6S	SEL	SC	UT	CR	WR M	PLP/ Pole
Lodgepole Pine	7.3	1620															643		977
Western Larch	8.9"	127															91		36
Ponderosa Pine	12.6"	36															36		
Douglas Fir	14.3"	27															27		
Grand Fir	14.3"	19															19		

Sale Total 1829

MINIMUM BID: BID SPECIES Lodgepole Pine \$4.02 per Ton

NO-BID SPECIES Western Larch \$4.02 per Ton
Ponderosa Pine \$4.02 per Ton
Douglas Fir and other conifers \$4.02 per Ton
Pulp \$4.02 per Ton

In order to compensate PURCHASER for Project Work, ODF will credit PURCHASER's timber account in the amount of \$1553.82 after the project work is completed and accepted, as described in Section 2630, "Credit for Project Work."

The Timber Sale Area contain negligible volumes of other logs to be paid for at the prices in Section 1740.

PERFORMANCE SECURITY: [20% of bid value (unknown) or the total value of the project work (\$1553.82) whichever is greater, not to exceed \$500,000. Actual bond amount will be rounded up to an even \$1,000 unit.]

EXPIRATION DATE: February 28, 2026 BID METHOD: Sealed Bids

BID DEPOSIT: \$500 SALE TYPE: Recovery/100% GNA

10% of the net appraised value, not to exceed \$500,000. Bond amount will be rounded down to an even \$100 unit.

INSURANCE: \$2,000,000 Commercial General Liability; \$2,000,000 Automobile Liability; \$2,000,000 Logger's Broad Form.

HARVEST METHOD: 100% Ground Based Logging. A Feller Buncher with lateral reaching boom is required for felling.

PROJECTS: No. 1- Road Improvement

FEES: None

COMPLIANCE STATEMENT: Purchasers are required to comply with all Federal and state laws, including but not limited to the Forest and Rangeland Renewable Resources Planning Act of 1974 (88 Stat. 476 et seq.) as amended by the National Forest Management Act of 1976, (90 Stat. 2949 et seq.; 16 U.S.C. 1601-1614) (NFMA); the Endangered Species Act of 1973 (16 USC 1531, et seq.) (ESA); and the National Environmental Policy Act of 1969, 42 USC 4321-4347 (NEPA). Purchaser should take steps to be certain that Purchaser's operations comply with all Federal and state laws. During the contract term, ODF may modify, suspend or terminate the Contract to prevent environmental degradation or resource damage; to ensure consistency with land and resource management plans, terms and conditions in Incidental Take Statements prepared under the ESA, or documents prepared pursuant to the NEPA; to conduct environmental analysis; or to address issues raised in administrative appeals or in anticipated or pending litigation, protect the interests of the State and U.S. Forest Service, including contract alteration, suspension, or termination. Prospective purchasers are encouraged to contact the Central Oregon District at (541)447-5658 for further information or questions relative to threatened or endangered species surveys, future planned survey information, or other threatened or endangered species information.

SPECIAL REMARKS: **NO PERSONAL OR COMPANY CHECKS ACCEPTED FOR THE BID DEPOSIT.**

NO SEASONAL RESTRICTIONS APPLY

Acreage was determined using ESRI ArcGIS Software.

SALE WILL BE A WEIGHT SALE SOLD BY THE TON

Pulp removal is required as Post/Pole Material

The information shown on the Exhibit A map(s) are approximate locations. Exact locations of features represented by map symbols shall be determined on site and shall depend upon the conditions that exist on site. Activities shall be conducted based upon features determined on site rather than features shown on maps.

See inside front cover of Timber Sale Schedule handbook for disclaimer regarding all governmental regulatory actions. The handbook can be accessed online at:

<http://www.oregon.gov/ODF/Working/pages/TimberSales.aspx>

SALE NAME: Austin ODOT-GNA
COUNTY: Grant
CONTRACT NO.: KL-341-2025-GF8024-01

TIMBER SALE NAME: **Austin ODOT-GNA**

TIMBER SALE NO.: **KL-341-2025-GF8024-01**

OPENING DATE: **June 16, 2025**

FORM OF PROPOSAL

The undersigned agrees to accept and perform all of the above terms and conditions as stated in the form of contract for the above-cited timber sale, and bids, and will pay:

Bid Species:

Lodgepole Pine, sawmill grade or better, _____
_____ Dollars \$ _____ per Ton

Minimum grades and volumes for bid species are stated in the timber sale prospectus.

No-bid species will remain as shown:

Western Larch	\$4.02 per Ton.
Ponderosa Pine	\$4.02 per Ton.
Douglas Fir/Grand Fir and other conifers.....	\$4.02 per Ton.
Pulp	\$4.02 per Ton.

Enclosed is a bid deposit as required, consisting of a _____ in the amount of **\$500**, payable to the Oregon Department of Forestry.

The undersigned agrees to execute and deliver the contract, initial payment, required certificates of insurance, and performance bond, within thirty (30) days of the date of the written notice of intent to award; and that any cash bid deposit may be applied to the first required timber sale payment.

The undersigned understands that the bid is irrevocable and further agrees that if they fail to qualify under the terms of the contract within the thirty-day period, the bid deposit shall become the property of the Oregon Department of Forestry as liquidated damages. **If the undersigned fails to qualify within the thirty-day period, STATE may disqualify the undersigned from submitting another bid on this timber sale.**

BIDDER	_____
	(Name of Individual or Company and Authorized Official)
EMPLOYER IDENTIFICATION NUMBER (EIN)	_____
ADDRESS	_____ _____ _____
PHONE	_____
BUSINESS EMAIL	_____
BY	_____
	(Signature of Authorized Official & Title)

COMPLETE PURCHASER'S STATUS ON PAGE 2

PURCHASER'S STATUS

Purchaser is a corporation ☐ Check
() Incorporated in
the State of _____

President's Name _____

Secretary's Name _____

Purchaser is: ☐ a partnership ☐ an assumed (business) ☐ company
☐ an individual name

List names of all persons doing business under the partnership or assumed name:

If assumed name is subsidiary to a corporation, fill in data requested of corporation also and write in corporation name here:

**CERTIFICATION OF ELIGIBILITY
TO BID ON FEDERAL TIMBER**

_____ hereby certifies that they:

EXPORT

- (a) Are in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*)
- (b) Will not directly or indirectly export the unprocessed State timber as defined in OAR 629-031-0020 which is the subject of this transaction.
- (c) Shall not engage in export of unprocessed timber originating from private lands in Oregon until such time as all interests in contracts for State timber held by the above have terminated, per OAR 629-031-0010(1)(d).
- (d) Will not sell, transfer, exchange, or otherwise convey the unprocessed timber as defined above which is the subject of this transaction to any other person that is not a STATE's approved location.
- (e) Are not prohibited by OAR's 629-031-0005 through 0045 from bidding for unprocessed State timber as defined above directly from the State Forester.
- (f) Understand that falsely entering into this certification is a violation of the Forest Resources Conservation Amendments Act of 1993 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.

DEFAULT, TERMINATION, AND OTHER RELATED MATTERS

- (a) Are not currently in default status under any timber sale contract sold by the State Forester.
- (b) Has not, within a 3-year period preceding this bid, had one or more Federal, State, or local timber sales terminated for cause or default.
- (c) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency.
- (d) If (b) or (c) above is Yes, has submitted an explanation, in writing, with this bid for consideration by STATE. Any such explanation shall be submitted at the time of bid on a separate piece of paper.

Signed

Title

Dated

[NOTE: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-031-0005.]

2019 GNA CONTRACT DIRECTORY
Effective May 2018

Reference Only – Does not need to be completed

<u>Page</u>	<u>CONTRACT COVER PAGE</u>		
	<u>EXECUTION OF CONTRACT</u>		
1.	Section 1000. Signatures of Contract Parties	18.	Section 1560. Violations; Default; Remedies
<u>PART I: SALE OF TIMBER</u>		18.	Section 1570. STATE's Right to Suspend Operations
	<u>GENERAL</u>	19.	Section 1580. Trespass
2.	Section 1010. Definitions of Terms	<u>COMPLIANCE WITH LAWS AND REGULATIONS</u>	
6.	Section 1020. Sale of Timber	20.	Section 1605. Nondiscrimination
6.	Section 1030. Title to Timber	20.	Section 1607. Compliance with Federal Laws
6.	Section 1040. Quality and Quantity of Timber	20.	Section 1610. Permits; Licenses; Safety
6.	Section 1050. Examination of Plans, Exhibits, and Areas of Operations	20.	Section 1620. Workers' Compensation Insurance
<u>COMMENCEMENT AND COMPLETION OF CONTRACT</u>		20.	Section 1630. Threatened and Endangered Species
6.	Section 1110. Commencement of Work	20.	Section 1640. Protection Measures Needed for Plants Animals, Cultural Resources, and Cave Resources
7.	Section 1120. Completion Date of Contract	21.	Section 1650. Protection of Soil, Air, and Water Resources
7.	Section 1130. Pre-Operations Meeting	21.	Section 1660. Tax Liability
7.	Section 1140. Operations Plan	21.	Section 1670. Compliance with Tax Laws
	<u>BONDING AND INSURANCE</u>	<u>PAYMENTS</u>	
8.	Section 1210. Performance Bond	22.	Section 1740. Log Prices [Recovery Sales]
9.	Section 1220. Claims Against PURCHASER's Performance Bond	23.	Section 1751. Payment Schedule
9.	Section 1230. Payment Bond	25.	Section 1760. Payments and Interest
10.	Section 1240. Insurance	<u>PART II: SPECIFICATIONS</u>	
	<u>GENERAL TERMS AND CONDITIONS</u>	<u>ACCOUNTABILITY</u>	
11.	Section 1310. Authorized Representatives	26.	Section 2015. Log Accountability and Log Load Receipts - Sawlogs [Recovery Sales]
11.	Section 1315. Inspection and Acceptance	27.	Section 2016. Log Accountability and Log Load Receipts - Pulp Logs [Recovery Sales – with Pulp]
11.	Section 1320. Assignment of Contract	27.	Section 2020. Log Measurement - Sawlogs [Recovery Sales]
12.	Section 1325. Subcontracting	29.	Section 2021. Log Measurement [Recovery Sales – Required Measurement by Weight Option]
12.	Section 1330. Conditions of Areas of Operations	30.	Section 2025. Log Measurement – Pulp Logs [Recovery Sales – with Pulp]
12.	Section 1335. Hazardous Substances Discovered by PURCHASER	30.	Section 2030. Log Branding and Painting - Sawlogs [All Sales]
12.	Section 1340. Hazardous Substances Generated / Aggravated by PURCHASER	31.	Section 2031. Log Branding – Pulp Logs [All Sales – with Pulp]
13.	Section 1350. Environmental Indemnification	31.	Section 2035. Hauling and Operating Time Restrictions [Recovery Sales]
13.	Section 1355. General Indemnification	32.	Section 2045. Log Removal [Recovery Sales]
13.	Section 1360. Severability	32.	Section 2055. Utilization Scale [Recovery Sales]
13.	Section 1365. Waiver	33.	Section 2060. Special Products [All Recovery Sales]
13.	Section 1370. Choice of Law and Venue	<u>ACCESS AND ROAD MAINTENANCE</u>	
13.	Section 1375. Notices	33.	Section 2120. Access
14.	Section 1380. Entire Agreement; No Modification	34.	Section 2130. Road Maintenance
	<u>OWNERSHIP OF MATERIALS AND IMPROVEMENTS</u>	<u>TIMBER SALE AREA</u>	
14.	Section 1410. Materials from State Property	36.	Section 2210. Designated Timber
14.	Section 1420. Materials and Improvements	37.	Section 2220. Reserved Timber
14.	Section 1430. Removal of Equipment and Materials	37.	Section 2230. Reserved Timber - Down Material
	<u>CONTRACT CHANGES: EXTENSIONS, MODIFICATIONS, SUSPENSIONS, CANCELLATIONS, DELAYS, AND DEFAULT</u>	38.	Section 2240. Reserved Timber - Trees and Snags
14.	Section 1510. Causes Beyond Control	39.	Section 2250. Reserved Timber - Boundary Trees
15.	Section 1520. Cooperation with Resource Protection Efforts	39.	Section 2260. Reserved Timber – Damages
16.	Section 1530. Extension of Time		
16.	Section 1540. Contract Modifications		
17.	Section 1550. Adjustment of Contract		

HARVESTING OPERATIONS

- 40. Section 2310. Felling
- 43. Section 2320. Thinning Specifications
- 44. Section 2325. Felling Inspection
- 44. Section 2330. Controlled Felling Area
- 44. Section 2335. Snag Creation
- 45. Section 2340. Felling for Down Wood
- 45. Section 2345. Substitution of Trees
- 45. Section 2350. Cable Yarding Specifications
- 47. Section 2355. Ground-Based Operations
- 48. Section 2360. Non-Project Roads and Landings
- 48. Section 2365. Progressive Operations

PROTECTION DURING OPERATIONS

- 49. Section 2410. Damage to Reforested Areas
- 50. Section 2415. Protection of Watershed
- 50. Section 2416. Protection from Invasive Plants and Noxious Weeds
- 51. Section 2420. Protection of Utility Lines
- 51. Section 2425. Recreation, Trail, Signage and Structure Protection
- 51. Section 2430. Protection of Markings and Monuments
- 52. Section 2435. Protection of Cultural Resources
- 52. Section 2440. Warning Signs
- 52. Section 2455. Seasonal Restrictions
- 53. Section 2460. Repair of Injury or Damage

PROTECTION FROM FIRE

- 53. Section 2510. Precautions Against Fire
- 53. Section 2520. Efforts on Fire
- 53. Section 2530. Indemnification
- 53. Section 2540. Fire Equipment
- 53. Section 2550. Fire Trails
- 54. Section 2555. STATE to Assume Additional Fire Hazard Obligations
- 54. Section 2560. Slash Disposal
- 55. Section 2570. Helicopter Use

PROJECTS

- 55. Section 2610. Project Work
- 57. Section 2620. Completion of Projects
- 57. Section 2630. Credit for Project Work

PART III: EXHIBITS

TIMBER SALE MAPS (EXHIBIT A)

61-63. OPERATIONS PLAN (EXHIBIT B)

64-69. SCALING INSTRUCTIONS [Form] (EXHIBIT C)

70-76. FOREST ROAD SPECIFICATIONS

Version May 2018

- 77. FULL BENCH AND END-HAUL REQUIREMENTS
- 78-80. ROAD SURFACING
- 81. ROCK ACCOUNTABILITY
- 82-83. COMPACTION AND PROCESSING REQUIREMENTS
- 84. COMPACTION EQUIPMENT OPTIONS
- 85-86. CULVERT SPECIFICATIONS
- 87. CULVERT LIST
- 88. TYPICAL HALF ROUND CULVERT INSTALLATION
- 89-90. ROCK QUARRY DEVELOPMENT AND USE
- 91. CRUSHED ROCK SPECIFICATIONS
- 92. DURABLE CRUSHED ROCK SPECIFICATIONS
- 93. MARGINAL SOURCE CRUSHED ROCK SPECIFICATIONS
- 94. ROCK SPECIFICATIONS
- 95. SIDEHILL EMBANKMENT FILL CONSTRUCTION SPECIFICATIONS
- 96. GEOTEXTILE SPECIFICATIONS
- 97. FREE DRAIN FILL
- 98. TYPICAL EMBEDDED ENERGY DISSIPATOR
- 99-100. ROAD BRUSHING SPECIFICATIONS
- 101. WATERBAR SPECIFICATIONS
- 102. RUBBER WATER DIVERTER
- 103. TANK TRAP SPECIFICATIONS
- 104. ROAD DIP CONSTRUCTION SPECIFICATIONS
- 105-109. ROAD VACATING SPECIFICATIONS
- 110. TYPICAL CROSS SECTION VIEW OF ROAD VACATING SIDECAST
- 111. TYPICAL CROSS SECTION VIEW OF SIDECAST PULLBACK AND ROAD REALIGNMENT
- 112. WATERSHED REGULATIONS
- 113-114. SPECIFICATIONS FOR BRUSH AND SLASH SHOVEL PILING
- 115-116. SEEDING AND MULCHING
- 117. SPECIFICATIONS FOR HYDROSEEDING FOREST ROADS
- 118. STREAM ENHANCEMENT INSTRUCTIONS

PART IV: OTHER INFORMATION

- 119. WRITTEN PLAN

STATE OF OREGON



DEPARTMENT OF FORESTRY

Oregon Department of Forestry
State Forests Division
2600 State Street, Building D
Salem, Oregon 97310
TIMBER SALE CONTRACT

SALE NAME: Austin ODOT - GNA
CONTRACT NO: KL - 341-2025-GF8024-01
ODF DISTRICT: Central Oregon District

Section 1000. Signatures of Contract Parties.

This Contract (the "Contract") is by and between the STATE OF OREGON, acting by and through the State Forester on behalf of the DEPARTMENT OF FORESTRY ("STATE") and _____ ("PURCHASER"). The Contract shall be effective as of the latest date signed below. The parties do hereby agree as follows:

- (1) Signature of STATE means he/she is a duly Authorized Representative of the STATE and is authorized by STATE to make all representations, attestations, and certifications contained in this Contract and all addenda, if any, issued, and to execute this Contract document on behalf of STATE;
- (2) Signature of PURCHASER means he/she is a duly Authorized Representative of the PURCHASER, has been authorized by PURCHASER to make all representations, attestations, and certifications contained in this bid/proposal document and all addenda, if any, issued, and to execute this bid/proposal document on behalf of PURCHASER;
- (3) PURCHASER, acting through its Authorized Representative, has read, understands, and agrees to all Contract instructions, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued);
- (4) PURCHASER is bound by and shall comply with all requirements, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued);
- (5) PURCHASER shall furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements, and shall comply in all respects with the terms of the resulting agreement upon award.

IN WITNESS WHEREOF, the State of Oregon hereby awards the Contract to the above Purchaser for the item(s) and/or service(s) contained in the Contract, including all terms, conditions, and specifications. The Parties have affixed their signatures as of the latest date indicated below.

STATE:
State of Oregon, acting by and through the
DEPARTMENT OF FORESTRY

PURCHASER:
(Purchaser Name) (SEAL)

Chief, State Forests Division

By: _____
(Signature of Purchaser Authorized Representative)

Date: _____

Printed Name: _____

As its: _____

Date: _____

PART I: SALE OF TIMBER

GENERAL

Section 1010. Definitions of Terms.

Anchor Stump - a stump used to tie off or wrap a cable or line to firmly secure it.

Archaeological or Historical Resource - those sites, buildings, structures, and artifacts, which possess material evidence of human life and culture of prehistoric and historic past.

Areas of Operations - the locations where PURCHASER performs the Operations described in the Contract. Each Area of Operation usually has specific operating requirements.

At Price Above – material will be charged at the highest rate for that species.

Authorized Representative - a representative of the PURCHASER authorized to receive any notice or instructions from STATE on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this Contract.

Basal Area - a measure of the cross-sectional area of a Tree Bole, in square feet, measured 4½ feet above the ground on the uphill side of the tree.

Bidder – is a person, business, corporation, or other entity recognized by the STATE that submits a bid to enter into a contract with the STATE to purchase forest products, and that certifies that the timber will be harvested.

Bunk – a bed for logs with a pair of stakes at each end.

Contract - the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, and the accepted bid.

Cultural Resource - an Archaeological or Historical Resource. They may include objects, structures, or sites used by people in the past.

DBH (Diameter at Breast Height) - the diameter of a standing tree inclusive of the bark measured 4½ feet above the ground on the uphill side of the tree.

Down Timber - timber that is down as of the date of this Contract, as determined by STATE.

Down Wood - trees and logs on the ground.

Fire Season - when the State Forester has declared that conditions of fire hazard exist in a forest protection district or any part thereof. The State Forester designates for each district or any part thereof the date of the beginning of a Fire Season for that year. The Fire Season continues for each district or part thereof until ended by order of the State Forester when conditions of fire hazard no longer exist in that district or part thereof.

Green Tree Retention - the practice of leaving live, growing trees on a site during timber harvest as a future source of Snags, old growth trees, large diameter wood, and native seed.

Group Selection Area (GSA) – an area within the Timber Sale Area that has a unique prescription as described in this Contract. Group Selection Areas are less than five acres in most circumstances and are usually marked on the ground with boundary signs. Prescription trees are marked with paint within the Group Selection Area.

Guy Stump - a stump used to tie off or wrap a cable or line to firmly secure it.

Guyline - a cable or rope attached to something to brace, steady, or guide it.

Hazardous Substances - any substance or material that is hazardous or toxic to health or otherwise regulated or controlled under any applicable federal, state or local statute, regulation, ordinance or law.

Improvements - a permanent addition or change to real property, such as a road, structure, or utility, which increases the value of the property.

Landing - a collecting point for logs; the place to which logs are yarded for loading and transportation from the woods.

Live Crown Ratio - the length of a Tree Bole supporting the growth of live branches compared to total tree height, expressed as a percentage.

"Live" Stream - a stream with water flowing through it.

Log Load Receipt Book - a book issued by the STATE used for log load accountability. In each book there are sequentially numbered multipart pages (tickets). Each page is a four-part form. Each of the four parts, on each page, has the same identifying number. The four parts are:

Woods Receipt

Turned in to the ODF District Office that the timber sale is in.

Trucker Receipt

Retained by the log truck driver.

Load Receipt

Stapled to the log load on the truck before the truck leaves the Timber Sale Area Landing. Stays with the log load until the load is dispersed and processed at the mill.

Scaler Receipt

Stapled to the log load on the truck before the truck leaves the Timber Sale Area Landing. When the load is scaled (measured) the Scaler Receipt is transferred to the Scaling Bureau's printout of the log breakdown of the load. This log breakdown (which shows number of logs, species of logs, grades of logs, and board foot volume), along with the Scaler Receipt is sent to ODF headquarters in Salem.

Low Relative Density – an area of heavy thinning where the Relative Density of the residual stand is less than 15.

Major Catastrophes - windstorms, floods, fire, landslides, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors.

MBF - thousand board feet.

Operations - all the activities conducted by PURCHASER under this Contract, including Project Work, logging, or post-harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract.

Operations Plan - the document by which PURCHASER notifies STATE of the plans and schedule for completing the Operations described in the Contract. It also contains the names of the subcontractors, PURCHASER's Authorized Representatives, and STATE's Authorized Representatives.

Patchcut – a small clearcut area; 0.5 to 2 acres in size.

Permit - any Permit required by a federal, STATE, or local government agency before Operations under this Contract may lawfully begin or continue. Permit includes an incidental take Permit under the federal Endangered Species Act.

Pre-Operations Meeting – the initial meeting between the Authorized Representatives of PURCHASER and STATE to discuss operational issues and requirements of the Contract, and to identify the elements to be addressed in the Operations Plan.

Project Location - the points or areas designated as such on Exhibit A and located on the ground by reference to points, stations, natural land features, Improvements, or area boundary signs. The location(s) where project activities occur.

Project Work - work required of the PURCHASER in addition to normal log removal and hauling activities. The PURCHASER is usually compensated for Project Work with Project Work Credits. Project Work can include, but is not limited to, road building, road improvement, rock quarry development, stream enhancement, site preparation, soil stabilization, and water runoff control measures.

Protected Genetic Parent Tree - a seed tree selected for its desirable characteristics that is designated not to be cut or harmed.

Pulp – any log (tops only) that does not meet the minimum requirements for removal in Section 2040 or 2045, Log Removal.

Purchase Price - for each species sold on a recovery basis, "Purchase Price" is defined as the price per MBF listed in Section 1740, "Log Prices." If species is not listed in Section 1740, "Log Prices," the highest price listed in Section 1740, "Log Prices," shall apply.

For bid species sold on a lump sum basis, the Purchase Price for each species shall be determined by using STATE's unamortized timber appraisal value, multiplied by the bid-up factor. Bid-up factor shall be calculated by STATE using the following calculation: Bid value all species/appraised value all species = bid-up factor.

For no-bid species sold on a lump sum basis, the Purchase Price for each species shall be determined by using STATE's unamortized timber appraisal value.

PURCHASER's Authorized Representatives - the representatives authorized by PURCHASER to receive any notice or instructions from STATE on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under the Contract. PURCHASER's Authorized Representatives are identified in the Operations Plan.

PURCHASER's Deposit Account - an account where PURCHASER timber sale payments are deposited. This is an account set up by the State of Oregon to accept regular and advance timber sale payments from the PURCHASER. Advance payments are defined in the Payment Schedule section of the Contract.

Relative Density - a measure of the degree of closeness of trees growing side by side in a stand, in relationship with their size. The measure is expressed as a ratio of actual stand density to the maximum stand density attainable in a stand with the same mean tree volume. Relative Density is calculated by dividing the residual Basal Area by the square root of the average residual stand DBH.

Residual Tree - green tree left standing on an Area of Operation or Timber Sale Unit.

Right-of-Way Timber - trees harvested from a strip of land to enable a road to be constructed.

Setting - the area of a logging operation from which logs are yarded to a single Landing.

Slash - all woody Slash resulting from logging Operations, construction of roads, or other Improvements.

Snag - a standing dead tree, or portion of a tree, from which most of the foliage and limbs have fallen.

Stand Density Index – a measure of the degree of closeness of trees growing side by side in a stand, in relationship with their size. Stand Density Index (SDI) is calculated by dividing the average stand diameter by 10 taken to the 1.605 power, multiplied by the average trees per acre (TPA), and divided by the maximum SDI of that species. $SDI = TPA \times (Diameter/10)^{1.605}$

STATE - the Oregon Department of Forestry, State Forester, or a duly Authorized Representative of the State Forester.

Stream Buffer - designated areas adjacent to a stream where timber is left uncut, or there are other special management or operational requirements. Stream Buffer may be marked in the field.

SUB - Submerchantable materials. SUB, as used by STATE, references that material containing at least 10 board feet (net) but less than the lower merchantable net volume limit or grade requirements for other merchantable material, as defined in Section 2045, "Log Removal."

Subcontract - assign responsibility for work required under the Contract to a party other than the PURCHASER.

SUM - lump sum material.

Tailblock - a pulley that is attached to an Anchor Stump, Guy Stump, Tailhold Stump, tree, or other sturdy object, through which a cable is passed and used to return the mainline and chokers to the cutting area from the Landing.

Tailhold - a stump, tree, or other sturdy object to which a Tailblock, cable, or line is attached.

Tailhold Stump - a stump used to tie off or wrap a cable or line to firmly secure it.

Timber Harvesting Operations - activities conducted by the PURCHASER on a timber sale to remove logs from the woods. These activities can include, but are not limited to, felling, bucking, Yarding, loading, and hauling.

Timber Sale Area - the area or areas designated as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, Improvements, or sale boundary signs. It is the entire area encompassing the material that is required to be harvested.

Timber Sale Unit - a sub-area within an Area of Operation. A Timber Sale Unit usually has more operational requirements, in addition to the operational requirements of the Area of Operation.

Total Purchase Price - For sales with species sold on a recovery basis or a combination recovery basis and lump sum, Total Purchase Price is the sum of each recovery basis species' volume multiplied by the price per MBF listed in Section 1740, "Log Prices," and each lump sum basis species' lump sum price.

For sales with all species sold on a lump sum basis, Total Purchase Price is the total bid price.

TPSO (Third-Party Scaling Organization) - a scaling organization not affiliated with either the PURCHASER or STATE.

Tree Bole - the trunk of a tree.

Unsurfaced Road - A road in which the running surface consists of the same materials as the surrounding native soils. Unsurfaced roads may also include those roads that have had some minimal surfacing added but are inadequate for use during wet weather as determined by ODF.

Utilization Scale - scaling of logs to account for merchantable material that has been lost due to logs not removed from the harvest area, or from improper logging practices that resulted in breakage or wastage to otherwise merchantable logs.

Written Plan - a plan that describes how an operation will be conducted, including the means to protect resource sites described in ORS 527.710(3)(a) (relating to the collection and analysis of resource site inventories), if applicable.

Yarding - the process of conveying logs from the cutting area to the Landing.

YUM (Yarding Unmerchantable Material) - to yard logging residue to a Landing or other specified location.

Section 1020. Sale of Timber. Under the terms and conditions of this Contract, STATE sells to PURCHASER, and PURCHASER buys from STATE, that Federal timber designated and described in Section 2210, "Designated Timber," which for all purposes of this Contract is hereinafter referred to as "timber." The location of Designated Timber is shown on Exhibit A. PURCHASER shall pay STATE the Total Purchase Price for timber set forth in Section 1710, "Purchase Price," or 1740, "Log Prices." The Total Purchase Price shall be paid to STATE in accordance with the payment schedule in Section 1720, 1751, or 1752, "Payment Schedule."

This is a sale of Federal Timber and timber harvested or sold under this Contract must not be exported from the United States. PURCHASER must comply with the provisions of the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.) , which authorizes the U.S. Forest Service, Oregon and other western states to prohibit the export of unprocessed timber from public lands and prohibit export in disposing of timber from this timber sale.

Section 1030. Title to Timber. During the period of this Contract, and any extension, PURCHASER shall have the right to cut and remove the timber. Such right shall be conditioned upon PURCHASER complying with the provisions of this Contract.

The ownership of and title to the timber shall pass to PURCHASER as the timber is paid for following removal from the Timber Sale Area. Any right of PURCHASER to cut and remove the timber shall expire and end at the time this Contract, or any extension, terminates. All rights and interests of PURCHASER in and to timber and logs remaining on the Timber Sale Area shall, at that time, automatically revert to and revest in the U.S. Forest Service, without compensation to PURCHASER.

Section 1040. Quality and Quantity of Timber. STATE makes no guarantee or warranty to PURCHASER as to the quality or quantity of the Designated Timber. PURCHASER shall be liable to STATE for the Total Purchase Price set forth in Section 1710, "Purchase Price," or 1740, "Log Prices," even if the quantity or quality of Designated Timber actually cut, removed, or designated for taking is more or less than that estimated by STATE to be available for harvesting on the Timber Sale Area.

Further, STATE makes no representation, warranty, or guarantee of the accuracy of any information either provided by STATE or made available by STATE under the Public Records Law with respect to this Contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the Areas of Operations and PURCHASER's computation of its bid for this Contract.

Section 1050. Examination of Plans, Exhibits, and Areas of Operations. PURCHASER acknowledges and agrees that, before submitting a bid, PURCHASER: (i) has made a careful examination of the terms and conditions of the Contract; (ii) has become fully informed as to the quality and quantity of materials and the character of the Operations required; and (iii) has made a careful examination of the Areas of Operations and the location and conditions of the Operations, including the sources of supply for materials. STATE will in no case be responsible for any loss or for any unanticipated costs that may be suffered by PURCHASER as a result of PURCHASER's failure to acquire full information in advance in regard to all conditions pertaining to the Operations.

COMMENCEMENT AND COMPLETION OF CONTRACT

Section 1110. Commencement of Work. PURCHASER shall not commence work under the Contract until STATE provides written notification to PURCHASER that STATE has received and accepted the following:

- (a) The performance bond required under Section 1210, "Performance Bond";
- (b) The payment bond required under Section 1230, "Payment Bond";
- (c) The certificate of insurance required under Section 1240, "Insurance," subpart (i);

- (d) The first payment on the Contract specified in Section 1751, or 1752, "Payment Schedule"; and
- (e) A fully executed original of the Contract.

Further, PURCHASER shall not commence work under the Contract until PURCHASER has attended the Pre-Operations Meeting and STATE has approved the Operations Plan as specified in Section 1140, "Operations Plan."

Section 1120. Completion Date of Contract. Time is of the essence in this Contract. PURCHASER shall complete and fully perform all Operations under this Contract no later than **February 28, 2026**, unless the term of the Contract is extended in accordance with Section 1530, "Extension of Time." PURCHASER may be required to perform uncompleted Contractual obligations at a time later than stated above or in Section 1530, "Extension of Time." STATE shall notify PURCHASER in writing of these obligations and their required completion date. Upon completion of final Operations, PURCHASER shall notify STATE as required under Section 1315, "Inspection and Acceptance." The Contract will not be complete until STATE has inspected and accepted PURCHASER's performance as specified in Section 1315, "Inspection and Acceptance."

Section 1130. Pre-Operations Meeting. PURCHASER shall meet with STATE prior to STATE approval of the initial Operations Plan required by Section 1140, "Operations Plan," and prior to commencement of operations, to discuss Contract matters, including Threatened and Endangered Species protection efforts, protection of Timber Sale Area resources, and to identify key issues to be addressed in the Operations Plan.

Section 1140. Operations Plan. PURCHASER shall prepare an Operations Plan for all Operations to be conducted under this Contract and shall submit the plan to STATE at least fifteen (15) calendar days prior to commencement of any Operations. This plan shall be prepared on a form provided by STATE, and shall be used for all types of Operations, including road maintenance, Project Work, logging, and post-harvest requirements. In addition to the Pre-Operations Meeting required by Section 1130, "Pre-Operations Meeting," STATE may require an on-site meeting prior to approval of the Plan, to be attended by PURCHASER, subcontractor, and STATE representatives. STATE's approval of the Plan must be obtained prior to commencement of any Operations. Upon approval by STATE, the Operations Plan(s) shall automatically be incorporated into, and made part of, this Contract as Exhibit B. Each Operations Plan shall be dated.

PURCHASER shall notify STATE prior to any period of inactivity of Operations for more than three (3) days, and again prior to resumption of Operations.

BONDING AND INSURANCE

Section 1210. Performance Bond. PURCHASER shall furnish STATE with a performance bond, in an amount of not less than the greater of (a) the value of all Project Work to be completed under the Contract, as specified in Section 2630, "Credit for Project Work," or (b) twenty percent (20%) of the Total Purchase Price, not to exceed \$500,000, rounded up to an even \$1,000 unit, which bond shall guarantee complete compliance by PURCHASER with the terms and conditions of this Contract and the faithful performance of all required obligations, including payments to all suppliers, materialmen, Contractors, and subcontractors of PURCHASER. PURCHASER's bond may be in the form of one or more of the following: surety bonds, cash, cashier's or certified check, money order, assignment of surety, irrevocable letters of credit, or other securities determined acceptable by the State Forester. Surety bonds must be written by a surety company authorized to do business in the State of Oregon, on a form provided by STATE.

Performance Bond Release

PURCHASER shall keep the performance bond in effect during the term of the Contract, until released by STATE. STATE shall release PURCHASER's bond upon the later of: (a) 180 days after final acceptance of completed Timber harvesting Operations or (b) 180 days after STATE's acceptance of all Project Work required under Section 2610, "Project Work." "Acceptance" under (a) or (b) shall not be provided until STATE has inspected and approved the work and PURCHASER has provided satisfactory evidence of PURCHASER's compliance with all other terms and conditions of the Contract.

Performance Bond Reduction

STATE shall permit PURCHASER to reduce its performance bond under the following circumstances:

180 days after final acceptance of completed Timber harvesting Operations, upon PURCHASER's request and provided no claims are then pending, STATE may permit PURCHASER to reduce the amount of their bond to an amount equal to the value of all Project Work remaining to be performed or accepted.

180 days after STATE has accepted all Project Work required under Section 2610, "Project Work," upon PURCHASER's request and provided no claims are then pending, STATE may permit PURCHASER to reduce the amount of their bond to an amount equal to twenty percent (20%) of the Total Purchase Price.

Section 1220. Claims Against PURCHASER's Performance Bond.

- (a) Claims against PURCHASER's performance bond for failure to make payments when due to suppliers, materialmen, Contractors, and subcontractors of PURCHASER shall be processed in the following manner:
 - (1) Upon receiving notice from a supplier, materialman, Contractor, or subcontractor of an unpaid obligation of PURCHASER, STATE shall notify PURCHASER and PURCHASER's surety in writing, describing the claim and specifying a date not later than fifteen (15) days from the date of the notice within which PURCHASER shall be expected to respond to the claim.
 - (2) PURCHASER shall provide, within the time requested by STATE, verification reasonably satisfactory to STATE that the claim has been satisfied or is being addressed in a manner reasonably satisfactory to STATE. If PURCHASER fails to provide such evidence within the time requested, PURCHASER shall be deemed to be in default of the Contract, and STATE shall be entitled to make a claim against PURCHASER's performance bond on behalf of the claimant.
- (b) Claims against PURCHASER's performance bond for failure to comply with or perform other obligations under the Contract shall be processed in the following manner:
 - (1) STATE shall provide notice in writing to PURCHASER and PURCHASER's surety of the nature of the failure to comply or the unperformed obligation, and shall specify a date by which the failure must be remedied.
 - (2) If PURCHASER fails to remedy the failure or to respond in writing with reasons adequate in STATE's judgment to waive the failure within the time specified in STATE's notice, PURCHASER shall be deemed to be in default and STATE shall be entitled to make a claim against PURCHASER's performance bond on behalf of STATE for an amount deemed reasonably sufficient to cure the failure.
- (c) STATE reserves the right to invoke any remedy available to it under the Contract or at law or in equity in the event STATE is required to seek redress from PURCHASER's surety for a Contract violation or default by PURCHASER including, without limitation, termination of the Contract.

Section 1230. Payment Bond.

PURCHASER shall furnish a payment bond (or blanket payment bond for multiple Contracts) acceptable to STATE guaranteeing payment for all monies due STATE through this Contract, including all timber harvested. PURCHASER shall keep the payment bond in effect during the term of the Contract, until released by STATE. Payment bonds may be in the form of one or more of the following: surety bonds, cash, cashier's or certified check, money order, assignment of surety, irrevocable letters of credit, or other securities determined acceptable by the State Forester. Surety bonds (including riders) must be written by a surety company authorized to do business in the State of Oregon, on a form provided by STATE. PURCHASER's bond shall be in an amount at least equal to the value of timber estimated to be removed during a one-month plus 15-day billing period, as determined by STATE. In any event, the amount shall not be less than one installment payment as specified in Section 1751, or 1752, , "Payment Schedule," rounded up or down to the nearest \$500 unit. Provision of a satisfactory payment bond will permit PURCHASER to remove timber for a 30-day period, after which time, payment for all such removed timber shall be due and owing. PURCHASER shall make cash payment within fifteen (15) days following the end of the monthly period. Upon payment for timber removed in the monthly period, the payment guarantee may be applied as a guarantee for a subsequent period.

A payment bond (or blanket payment bond for multiple Contracts) shall be in an amount at least equal to the value of the timber estimated to be removed from all Contracts covered by the blanket payment bond during a one-month plus 15-day billing period as determined by STATE. PURCHASER shall obtain and furnish STATE with a written consent of surety on forms provided by STATE for coverage of any Contracts to which the blanket payment bond may apply. In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

Section 1240. Insurance. PURCHASER shall secure, at PURCHASER's expense, and keep in effect during the term of this Contract, the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificates required below that STATE shall be given not less than thirty (30) days' notice of any cancellation, material change, or intent not to renew such policy. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, STATE, and their divisions, officers, and employees. PURCHASER shall be financially responsible for all deductibles included hereunder.

The coverage shall be as follows:

- (a) Commercial General Liability insurance covering personal injury, death, and property damage or destruction in an amount not less than \$2,000,000 combined single limit per occurrence and an amount not less than \$4,000,000 per aggregate, with Contractual liability coverage to include all Contracts involving the work to be performed under this Contract, Premises Operations, Products and Completed Operations, and Independent Contractors. Required coverage shall be for explosion, collapse, and underground damage if blasting or excavation is required or performed under the Contract. **Excess or Umbrella Liability policies may be used in combination with the Commercial General Liability insurance to cover the required liability limits.**
- (b) Automobile Liability insurance in an amount not less than \$2,000,000 combined single limit per accident. This required insurance coverage shall include Business Automobile, an endorsement for auto pollution, and shall cover pollutants such as fuel tanks carried in vehicles. **Excess or Umbrella Liability policies may be used in combination with the Automobile Liability insurance to cover the required liability limits.**
- (c) Loggers Broad Form coverage in an amount not less than \$2,000,000 for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, Contractors, subcontractors, and others working or acting for PURCHASER.
- (d) Worker's Compensation insurance as statutorily required for persons performing work under the Contract.
- (e) Primary Coverage. Insurance carried by PURCHASER under this Contract shall be the primary coverage, and the STATE's insurance is excess and solely for damages or losses for which the STATE is responsible.

- (f) "Tail" or "Basis of Occurrence" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace if less than 24 months. PURCHASER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.
- (g) The Commercial General Liability insurance and the Automobile Liability insurance required under this Contract shall include the State of Oregon, the Oregon Board of Forestry, the Department of Forestry, the State Forester, **the U.S. Forest Service**, their officers, agents, employees, and members as additional insureds. **The following language shall be used for naming additional insureds:**
ADDITIONAL INSURED: The State of Oregon, the U.S. Forest Service, the Department of Forestry, the State Forester, their officers, employees and agents as Additional Insureds but only with respect to PURCHASER's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- (h) As evidence of the insurance coverage required by this Contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverages to STATE. PURCHASER must provide this proof of insurance to STATE before the Contract period begins and prior to the commencement of work.
- (i) All insurance shall be provided by a company with an A or better rating, as determined by A.M. Best Company, unless otherwise approved in writing by STATE.

GENERAL TERMS AND CONDITIONS

Section 1310. Authorized Representatives. During any period of Operations, PURCHASER shall have a designated representative(s) available to STATE on the Timber Sale Area or Project Location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from STATE on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this Contract. STATE shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the Operations, and issue instructions in regard to plans and schedules under the terms of this Contract. State Forests Division Chief is the authorized representative to provide payment instructions. Authorized field representatives of STATE and PURCHASER shall be designated in the Operations Plan required by Section 1140, "Operations Plan."

Section 1315. Inspection and Acceptance. STATE and its authorized and designated representative shall at all times be allowed access to all parts of the Operations and Areas of Operations of PURCHASER, as STATE may determine to be necessary or desirable to make a complete and detailed inspection of the Operations and PURCHASER's compliance with all terms and conditions of this Contract. STATE shall be furnished operation progress status or other information and assistance by PURCHASER, or the Authorized Representative(s), as STATE may determine necessary to permit STATE to verify PURCHASER's compliance with all terms and conditions of this Contract.

PURCHASER shall notify STATE in writing upon completion of final Operations. STATE will inspect the Operations completed by PURCHASER within twenty (20) business days after receipt of written notification that final Operations are complete. Following inspection, STATE shall notify PURCHASER in writing of STATE's acceptance of PURCHASER's performance of the Contract or, if PURCHASER's Operations are not acceptable to STATE, shall advise PURCHASER in writing of the particular defects to be remedied before final acceptance by STATE can be granted.

Section 1320. Assignment of Contract. PURCHASER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the STATE. STATE will consent only when assignment is consistent with STATE's fiduciary duties. No such written approval shall relieve PURCHASER of any obligations under this Contract, and any transferee shall be considered the agent of the PURCHASER and bound to perform in accordance with the Contract. PURCHASER shall remain liable as between the original parties to the Contract as if no assignment had occurred. PURCHASER agrees to pay STATE a \$250 administrative fee for processing each assignment.

Section 1325. Subcontracting. PURCHASER acknowledges and agrees that if PURCHASER subcontracts all or any part of the Operations, such subcontracting shall in no way relieve PURCHASER of any responsibility under this Contract. PURCHASER shall notify STATE in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

Section 1330. Conditions of Areas of Operations.

Use of Areas of Operations. PURCHASER shall follow the STATE's Authorized Representative's instructions, if any, regarding use of the Areas of Operations. STATE reserves the right to issue written authorization to others to use the Areas of Operations when, in the determination of STATE, such use will not materially interfere with the Operations of PURCHASER. During the term of this Contract, STATE reserves the right to sell any products or materials from the Areas of Operations, provided that the products or materials are not timber included in this Contract and that removal will not materially interfere with the Operations of PURCHASER. PURCHASER shall not interfere with the use of roads by other authorized users. PURCHASER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

In an emergency affecting the safety of life or of the Operations or of adjoining property, PURCHASER, without special instruction or authorization from STATE's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by STATE's Authorized Representative. Any compensation claimed by PURCHASER on account of emergency work shall be equitably determined by STATE.

Section 1335. Hazardous Substances Discovered by PURCHASER. Unless disposition of Hazardous Substances is specifically made a part of PURCHASER's Operations under this Contract, PURCHASER shall immediately notify STATE of any Hazardous Substances which PURCHASER discovers or encounters during performance of Operations. PURCHASER shall immediately cease operating in any part of the Area of Operations where Hazardous Substances have been discovered or encountered, if continued Operations in such area would present a bona fide risk or danger to the environment or to the health or well-being of PURCHASER's or any subcontractor's work force.

Unless disposition of Hazardous Substances is specifically made a part of PURCHASER's Operations under this Contract, upon being notified by PURCHASER of the presence of Hazardous Substances in the Area of Operations, STATE shall arrange for the proper disposition of such Hazardous Substances.

Section 1340. Hazardous Substances Generated/Aggravated by PURCHASER. PURCHASER shall be held responsible for any and all releases of Hazardous Substances during performance of the Contract which occur as a result of, or are aggravated by, actions of its agents, personnel, or subcontractors. PURCHASER shall immediately notify STATE of any release of Hazardous Substances and, as directed by STATE, shall promptly dispose of or otherwise remediate such spills or leaks to the satisfaction of STATE and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Remediation shall be at no cost to STATE.

PURCHASER, at all times, shall:

- (a) Properly handle, use, and dispose of all Hazardous Substances brought onto the Areas of Operations, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) Be responsible for any spills, releases, discharges, or leaks of (or from) Hazardous Substances which PURCHASER has brought onto the Areas of Operations; and

- (c) Promptly remediate, without cost to STATE, such spills, releases, discharges, or leaks to the STATE's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

PURCHASER shall report all reportable quantity releases of Hazardous Substances and petroleum products to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for Hazardous Substances and in OAR 340-142 for petroleum products.

Section 1350. Environmental Indemnification. PURCHASER shall indemnify and hold harmless the STATE from any claims resulting from the use, release or disposal of Hazardous Substances including their removal, encapsulation, transportation, handling, and other disposal, during the performance of this Contract, whether or not such use, release or disposal occurs within or outside the Timber Sale Area.

Section 1355. General Indemnification. PURCHASER shall indemnify, defend and hold harmless the State of Oregon, the Department of Forestry, the State Forester, their officers, agents, employees, and members ("Indemnified Parties"), from all claims, suits, actions, or liens of any nature resulting from or arising out of the activities of PURCHASER or its subcontractors, agents, or employees under this Contract, including any claim based upon an alleged failure to obtain any necessary Permit, license, or approval, or any claim of liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including FICA, or tax withholding laws; provided, however, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, any of the Indemnified Parties prior to such action or representation. Further, STATE, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in STATE's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of STATE; (iii) important governmental interests are at stake; or (iv) the best interests of STATE are served thereby. PURCHASER's obligation to pay for all costs and expenses shall include those incurred by STATE in assuming its own defense. All provisions of this Section shall survive the termination of this Agreement.

Section 1360. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

Section 1365. Waiver. Failure of STATE to enforce any provision of this Contract shall not constitute a waiver or relinquishment by STATE of the right to such performance in the future, nor of the right to enforce any other provision of this Contract.

Section 1370. Choice of Law and Venue. This Contract shall be governed by, construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Purchaser that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **PURCHASER, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

Section 1375. Notices. Any written notice to PURCHASER which may be required under this Contract to be served on PURCHASER by STATE may be served by personal delivery to PURCHASER or designated representative(s) by mailing the notice to the address of PURCHASER as is given in this Contract, or by leaving the notice at said address. Should PURCHASER be required to notify STATE concerning the progress of the Operations, or concerning any matter or complaint which PURCHASER may have regarding the Contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of STATE.

Section 1380. Entire Agreement; No Modification. This Contract consists of the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, and the accepted bid. 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 for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. PURCHASER, by the signature of its Authorized Representative in Section 1000, "Signatures of Contract Parties," hereby acknowledges that she/he has read this Contract, understands it, and agrees to be bound by its terms and conditions.

OWNERSHIP OF MATERIALS AND IMPROVEMENTS

Section 1410. Materials from Federal Property. PURCHASER shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, or other property owned by or held by the U.S. Forest Service, unless authorized by this Contract or separate written consent of STATE.

Section 1420. Materials and Improvements. Title to materials, Improvements, and other property the Contract requires PURCHASER to provide shall vest in and become the property of the U.S. Forest Service at the time such are furnished by PURCHASER and accepted by STATE. All materials, Improvements, and property furnished by PURCHASER shall be free and clear of liens, claims, and encumbrances.

PURCHASER shall keep in good repair all Improvements located on Federal land and existing at the time of execution of the Contract and any Improvements placed on Federal Land by PURCHASER which become the property of the U.S. Forest Service under this Contract. PURCHASER shall promptly repair or replace, without cost to STATE, any Improvement injured, damaged, or removed from the Areas of Operations by PURCHASER or by Contractors of PURCHASER.

Section 1430. Removal of Equipment and Materials. Within thirty (30) days after completion, and as a condition of final acceptance of PURCHASER's Operations, PURCHASER shall remove from the Areas of Operations and other property owned or controlled by the U.S. Forest Service, all equipment, materials, and other property PURCHASER has placed or caused to be placed thereon that is not to become the property of the U.S. Forest Service. PURCHASER acknowledges and agrees that any such equipment, materials, and other property that is not removed within thirty (30) days shall become the property of the U.S. Forest Service and may be used or otherwise disposed of by the U.S. Forest Service without notice or obligation to PURCHASER or to any party to whom PURCHASER may transfer title. Nothing in this section shall be construed as relieving PURCHASER from an obligation to clean up and to burn, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this Contract and applicable law. PURCHASER shall indemnify STATE or the U.S. Forest Service for any cost or expense incurred by STATE or the U.S. Forest Service as a result of PURCHASER's failure to satisfy this obligation.

CONTRACT CHANGES: EXTENSIONS, MODIFICATIONS, SUSPENSIONS, CANCELLATIONS, DELAYS, AND DEFAULT

Section 1510. Causes Beyond Control. Neither party of this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, public enemy, and/or war which is beyond that party's control. STATE may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

In the event a cause or causes beyond the control of PURCHASER impact PURCHASER's ability to continue to perform under this Contract, STATE may grant a reasonable extension of time but shall not additionally compensate PURCHASER.

Section 1520. Cooperation With Resource Protection Efforts. STATE and the U.S. Forest Service must ensure that operations on National Forest System lands comply with Federal laws, including but not limited to: the Forest and Rangeland Renewable Resources Planning Act of 1974 (88 Stat. 476 et seq.) as amended by the National Forest Management Act of 1976 (90 Stat. 2949 et seq.; 16 U.S.C. 1601-1614) (NFMA); the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (ESA); and the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) (NEPA). PURCHASER's agreement under this Section is in addition to, and shall not relieve PURCHASER of, its own independent obligation to comply with all Federal and state laws.

- (a) PURCHASER acknowledges that legal challenges involving compliance with Federal laws may occur and may affect PURCHASER's Operations under the Contract, and PURCHASER agrees to cooperate with STATE and the U.S. Forest Service's efforts to respond, as STATE and the U.S. Forest Service deem necessary or expedient, to those challenges.
- (b) PURCHASER acknowledges STATE may, by written order, delay or interrupt authorized operations under this Contract or modify this Contract, in whole or in part:
 - (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
 - (ii) To ensure consistency with land and resource management plans, terms and conditions in Incidental Take Statements prepared under the ESA, or documents prepared pursuant to the NEPA;
 - (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the ESA or completing supplemental analyses under the NEPA; or
 - (iv) To address issues raised in administrative appeals or in anticipated or pending litigation, regardless of whether STATE's order is required by a court order or this Contract is named in such a proceeding.
- (c) PURCHASER further acknowledges and agrees that in the event of Contract modification, suspension, or termination, in no event is PURCHASER entitled to, nor is STATE or the U.S. Forest Service under any obligation, contractual or otherwise, to provide, lost profits, attorney fees, replacement cost of timber or other materials, or any other anticipatory losses or consequential damages, such as but not limited to reimbursement for interest or lost market opportunities, suffered by PURCHASER as a direct or indirect result of restrictions on Operations due to modification, suspension, or termination of Contract in accordance with this provision.

Section 1530. Extension of Time. STATE may extend the time for performance of this Contract upon written request from PURCHASER or at STATE's discretion. A request for extension:

- shall be accompanied by the written consent to an extension of the security by PURCHASER's surety;
- shall state the date to which the extension is desired, the Area of Operations to be affected, and the reason(s) for the extension; and
- must be received by STATE no later than thirty (30) days prior to the expiration date of this Contract unless the need for extension occurred within the thirty (30) days prior to the expiration date, in which case the request must be received prior to the expiration date.

Requests for extension will not be granted solely due to changes in timber market conditions. STATE shall grant a request for an extension only when it determines that extension would be in the best interests of STATE. In no event shall an extension exceed one year.

When STATE grants a request for extension, it may condition that grant upon any condition it determines is necessary to protect the interests of the STATE. Such conditions may include, but may not be limited to, the following:

- (a) Payment at time of extension of the full amount of the unpaid balance of the Total Purchase Price. In the case of scale or weight sales, such payment shall be an advance deposit, based on remaining volume, as estimated by STATE.
- (b) If PURCHASER is not otherwise in arrears in required payments, STATE may grant additional time for payment of the unpaid balance on the condition that PURCHASER make installment payments based on removal of Designated Timber as required by Section 1751, or 1752, "Payment Schedule," of this Contract, plus interest on all payments received after the original Contract expiration date, for material harvested, removed, and scaled, after the original Contract expiration date.

- (c) Completion of designated requirements of this Contract, such as fire trail construction, Snag felling, Slash preparation Operations on logged portions of the Timber Sale Area, and road construction or maintenance.
- (d) There will be a required payment of an Administrative Fee of \$250.
- (e) Payment of an extension fee in an amount determined by STATE (not less than \$50). Such fee shall be based upon the loss of production, extra reforestation costs, brush control costs, Slash disposal costs, or other costs which may be caused by the extension.
- (f) Require interest will be applied to all advertised volume hauled after the original expiration date. ORS 82.010 mandates the collection of interest at the annualized rate of 9 percent.
- (g) Waiver of full payment or payment of interest on the unpaid balance of the Total Purchase Price, if STATE determines that extenuating circumstances warrant waiver or waiver is otherwise in the best interests of STATE.

Section 1540. Contract Modifications. PURCHASER and STATE acknowledge that changes are inherent in Operations of the type covered by this Contract. The number of changes, the scope of those changes, and the impact they have on the progress of the original Operations cannot be defined at the outset of the Contract. These changes may include, but are not limited to, changes in project specifications, project completion dates, Exhibit specifications, rock sources, excavator time requirements, seasonal restrictions, Timber Sale Area resource protection requirements, harvest methods, harvest completion dates, thinning prescriptions, tree harvest size limits, removal specifications, Reserved Timber specifications, haul route requirements, scaling requirements, and Timber Sale Area boundaries. PURCHASER acknowledges and agrees that PURCHASER is not entitled to any reduction in the Purchase Price or Total Purchase Price solely due to the number of changes required to be made in the Contract. Each change will be evaluated on its own merit to determine if an extension of the time for performance under the Contract or an increase or decrease in the Purchase Price or Total Purchase Price is warranted.

STATE reserves the right to make, at any time during the Contract, such modifications as is necessary or desirable; provided such modifications shall not change the character of the Operations to be done nor increase the cost to the PURCHASER of performing the Project Work, unless such change in the Operations or cost increase is approved in writing by PURCHASER. Any modifications so made shall not invalidate this Contract nor release PURCHASER from its obligations under the performance bond and payment bond. PURCHASER agrees to complete the modified Operations as if they had been included in the original Contract.

If any change under this section causes an increase or decrease in PURCHASER's cost of performance or the time required for the performance of any part of the Operations for which PURCHASER wishes to claim a reduction in the Purchase Price or Total Purchase Price, PURCHASER must submit a written statement setting forth the nature and specific extent of the claim. Such claim shall include all time and cost impacts against the Contract and must be submitted as soon as possible following the change, but in any event no later than thirty (30) days after receipt of any written notice of modification of the Contract.

If PURCHASER discovers site conditions which differ materially from what was represented in the Contract or from conditions that would normally be expected to exist and be inherent to the activities defined in the Contract, PURCHASER shall notify STATE's Authorized Representative immediately and before the area has been disturbed. STATE's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract or those which could reasonably be expected in execution of this Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on an analysis by STATE's Authorized Representative. If PURCHASER does not concur with the decision of STATE's Authorized Representative and/or believes that it is entitled to additional compensation, PURCHASER may proceed to file a claim.

Claims Review Process. PURCHASER acknowledges that its exclusive remedies are defined in this Contract and all PURCHASER claims lie exclusively against STATE, not the U.S. Forest Service. All PURCHASER claims shall be referred to STATE's Authorized Representative for review. All claims shall be made in writing to STATE's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the PURCHASER knew or should have known of the problem. Any claim not submitted in accordance with these time requirements shall be waived.

All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim,

pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and any specific time extension requested for the claim. If the claim involves Operations to be completed by subcontractors, PURCHASER shall analyze and evaluate the merits of the subcontractor's claim. PURCHASER shall forward the subcontractor's claim and PURCHASER's evaluation of such claim to STATE's Authorized Representative. STATE's Authorized Representative will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract.

The decision of STATE shall be final and binding unless PURCHASER requests mediation within ten (10) days following notice of STATE's decision.

Section 1550. Adjustment of Contract. Notwithstanding any other provisions of this Contract, STATE may, pursuant to Oregon law, make adjustments in the Contract when Major Catastrophes or significant changes in State and Federal law after the date of this Contract materially affect the volume and value of timber, or Project Work to be done, as specified in Section 2610, "Project Work," under the Contract. Major Catastrophes are defined as windstorms, floods, fire, landslides, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors. Market conditions shall not be considered a reason for Contract adjustments. Adjustments made under this Section, if any, shall be for the sole purpose of placing the parties in their original status under the Contract insofar as possible; provided, however, that no adjustment shall be made in response to any loss or cost to PURCHASER that is recoverable from third parties by PURCHASER. PURCHASER shall make written application to STATE within 30 days after discovery of the damage done by the Major Catastrophe.

If, prior to completion of the Contract, a Major Catastrophe (as defined above) caused by a single event or significant changes in State and Federal law results in additional Project Work for PURCHASER involving an additional estimated cost of more than: (1) \$1,000 for sales less than one-half million board feet; (2) \$1,500 for sales of one-half million to three million board feet; or (3) \$3,000 for sales over three million board feet, STATE may adjust the Contract Project Work Credits, in which event STATE will assume responsibility for any additional cost to complete the Project Work which exceeds the original project work amount. Adjustments by STATE shall be based on advertised volumes and may be accomplished by adjusting stumpage prices or payment of such additional costs to PURCHASER or by STATE assuming responsibility for performing that portion of the Project Work in excess of the original project work amount. The estimated cost of additional work shall be calculated by STATE.

If, prior to completion of the Contract, a change in State and Federal law, or a Major Catastrophe (as defined above), materially affects the volume and value of timber, STATE may adjust the volume and value accordingly. STATE shall determine the adjustment volume by either an individual tree sample cruise, or a point sample cruise to a 5 percent sampling error of the volume. For purposes of this Contract, "materially affect" shall mean more than \$5,000.

Value adjustment shall be calculated by multiplying the volume adjustment times the Purchase Price.

For each species sold on a recovery basis, the Purchase Price is defined as the price per MBF listed in Section 1740, "Log Prices." If species is not listed in Section 1740, "Log Prices," the highest price listed in Section 1740, "Log Prices," shall apply.

For species sold on a lump sum basis, the Purchase Price for each species shall be determined by using STATE's unamortized timber appraisal value, multiplied by the bid-up factor. Bid-up factor shall be calculated by STATE using the following calculation: Bid value of all species/appraised value of all species = bid-up factor.

Section 1560. Violations; Default; Remedies. Any failure by PURCHASER to comply with the terms and conditions of this Contract is a violation. If PURCHASER commits a violation, STATE may, after giving written notice, suspend any further Operations of PURCHASER under this Contract, except those Operations necessary to remedy any violations.

If PURCHASER fails to remedy a violation within the time allowed and as instructed by STATE, or if PURCHASER fails to complete work as required under any interim Contract completion date or the Contract expiration date, or if PURCHASER injures or severs any timber other than Designated Timber, STATE may declare PURCHASER to be in default by providing notice of the default as required under OAR 629-032-0030. If the default is due to failure of PURCHASER to correct a violation as previously instructed, STATE may terminate the Contract as of the date specified in the earlier instruction. If the default is due to failure by PURCHASER to complete work prior to the expiration date or any interim completion date required under the Contract, or if PURCHASER injures or severs timber that is not Designated Timber, STATE may terminate the Contract without providing PURCHASER an opportunity to cure the default.

As provided in OAR 629-032-0050, within fifteen (15) days following receipt of a notice of default, PURCHASER may request a hearing before the State Forester to determine whether a default has in fact occurred. Hearings shall be governed by ORS 183-413 to ORS 183.497.

The provisions of OAR 629-032-0000 through -0070, and any future amendments, are incorporated into this Contract and made a permanent part hereof by reference as though fully set forth herein. THE PROVISIONS OF OAR 629-032-0000 THROUGH -0070 ARE IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER REMEDIES STATE MAY HAVE FOR THE PURCHASER'S BREACH OF CONTRACT. In the event of a default STATE may pursue any and all remedies available to STATE. Such remedies include, but are not limited to: (1) making a claim on each bond provided by PURCHASER; (2) suing PURCHASER for all damages STATE incurs as a result of PURCHASER's breach; (3) suing PURCHASER for specific performance of the Contract; or (4) terminating the Contract and reselling the timber.

Section 1570. STATE's Right to Suspend Operations. STATE and/or STATE's Authorized Representative may suspend portions or all of the Operations due to causes including, but not limited to:

- (a) Failure of the PURCHASER to correct unsafe conditions;
- (b) Failure of the PURCHASER to carry out any provision of the Contract;
- (c) Failure of the PURCHASER to carry out written instructions from STATE's Authorized Representative;
- (d) Conditions which, in the opinion of STATE's Authorized Representative, are unsuitable for performing the Operations;
- (e) Time required by STATE to investigate differing site conditions;
- (f) Any of the conditions listed in Section 1520. Cooperation With Resource Protection Efforts;
- (g) STATE-ordered identification or protection of a state or federally listed threatened or endangered species; or
- (h) Any reason considered by STATE to be in the public interest.

In the event a suspension of Operations under (d), (e), (f) or (g) above imposes additional costs on PURCHASER, PURCHASER may submit a request for a modification of the Contract under Section 1540, "Contract Modifications"; provided, however, that no claim for a reduction in the Purchase Price or Total Purchase Price will be allowed due to changes in market conditions or lost market opportunities occurring following any suspension of Operations. In addition, in no event shall STATE be liable for any costs incurred by PURCHASER by reason of delay or suspension under this section, including but not limited to costs of additional move-in/move-out of equipment and personnel, extra fire and equipment security, and insurance or bonding expenses.

Extension After Suspension. When a suspension occurs under (d), (e), (f) or (g) above, PURCHASER may request an extension of time for performance of this Contract, for a period not to exceed the period of time during which Operations were suspended. The request for extension must be in writing and:

- (1) Shall be accompanied by the written consent to an extension of the security by PURCHASER's surety;
- (2) Shall state the date to which the extension is desired and the Area(s) of Operations affected; and
- (3) Shall be received by STATE no later than ten (10) days following notice to PURCHASER that Operations may recommence.

STATE normally will not withhold approval of reasonable extension requests made under this section.

PURCHASER's Responsibilities. For the duration of the suspension, PURCHASER is responsible to continue maintenance at the Area(s) of Operations just as if Operations were in progress. This includes, but is not limited to, protection of completed Operations, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

When Operations re-commence after the suspension, PURCHASER shall replace or renew any Operations damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete Operations in every respect as though prosecution had been continuous and without suspension.

PURCHASER shall not cut or remove any timber under this Contract during any period of suspension. Any such cutting or removing shall be considered a willful trespass and shall render PURCHASER liable for triple damages in accordance with Section 1580, "Trespass."

Section 1580. Trespass. PURCHASER shall be exclusively responsible for any damage or removal of other than Designated Timber, and for damage to or removal of timber or other property beyond the boundaries of the Areas of Operations resulting from any activities of PURCHASER. Any such activity resulting from the activities of PURCHASER shall constitute a trespass, and a violation of the Contract. In addition to, and without limiting in any way any other remedies that may be available to STATE, PURCHASER shall pay to STATE damages for any trespass as follows:

- (a) For each species involved in the trespass, triple the Purchase Price if PURCHASER's action is willful or intentional; or
- (b) For each species involved in the trespass, double the Purchase Price if PURCHASER's action is not willful or intentional.

As used in this section, the term "willful" or "intentional" includes, but is not limited to: any voluntary or deliberate activity by PURCHASER, its employees, Contractors, subcontractors, or agents which results in the removal or damage to any timber not described under Section 2210, "Designated Timber," including removal or damage arising from a mistake of law or fact concerning the Designated Timber.

COMPLIANCE WITH LAWS AND REGULATIONS

Section 1605. Nondiscrimination. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Section 1607. Compliance with Federal Laws. PURCHASER, by signature below, certifies that: (1) Neither the corporation or its principals have been convicted of a felony violation under any Federal law within the preceding 24 months of the effective date of the Contract; and (2) Neither the corporation or its principals have failed to file all Federal tax returns required during the three years preceding the Contract; have been convicted of a criminal offense under the Internal Revenue Code; or have been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default

Section 1610. Permits; Licenses; Safety. PURCHASER shall procure all Permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Operations, and shall maintain and keep such Permits and licenses current throughout the term of the Contract. PURCHASER shall notify STATE immediately if such Permits or licenses are revoked or suspended by the relevant government agency.

STATE may at any time require PURCHASER to satisfy STATE that Operations under this Contract comply with State and Federal laws, codes, regulations, and ordinances. STATE may require PURCHASER to obtain a Permit, license, or approval from the governmental body or agency responsible for administering applicable laws before PURCHASER may begin or continue Operations under this Contract.

PURCHASER shall obtain a Miscellaneous Use Permit from the Oregon Department of Transportation for felling trees along the highway and provide traffic control during these operations. STATE will work with PURCHASER to obtain the necessary permits for felling operations in the highway Right-of-Way.

PURCHASER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to PURCHASER's obligations under this Contract, as those laws, regulations, and ordinances may be adopted or amended from time to time. Without limiting the generality of the foregoing, PURCHASER expressly agrees to comply with the following laws and regulations to the extent they are applicable to the Contract: (i) the Oregon Forest Practices Act and all regulations promulgated pursuant thereto; (ii) all rules and regulations of the Oregon State Board of Health; (iii) all rules and regulations of the Oregon Environmental Quality Commission relating to the protection of soil, air, and water resources, and (iv) compliance with updated Federal Law Worker Protection Standards and applicable federal regulations related to the protection of workers, handlers and other persons from agricultural pesticides, including all required training for workers on state forestland.

Regarding pesticide application, it is the responsibility of the PURCHASER to ensure sufficient actions are taken to prevent any and all individuals from entering an Application Exclusion Zone. This includes federal regulations that require handlers of pesticides to temporarily suspend applications of pesticides if any worker or any person is in the treated area or an Application Exclusion Zone (zone or area surrounding pesticide application equipment). And includes federal requirements to display, maintain, and provide access to pesticide safety information and pesticide application and hazard information in accordance with federal regulations if workers or handlers are on an application area and within the last 30 days a pesticide product has been used or a restricted-entry interval for such pesticide has been in effect on an application area. PURCHASER shall bear the burden/costs associated with any such pesticide related delays.

In the performance of the Operations, PURCHASER shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of PURCHASER stated herein shall cease upon the Operations being accepted as complete by STATE.

PURCHASER shall take all necessary precautions for the safety of all personnel in the Areas of Operations, and shall comply with the Contract and all applicable provisions of State and Federal safety laws or regulations designed to prevent accidents or injury to persons on, about, or adjacent to the Areas of Operations. PURCHASER shall erect and properly maintain at all times, as required by the conditions and progress of PURCHASER's Operations, all necessary safeguards for protection of workers and the public against any hazards created by the Operations. The STATE's Authorized Representative has no responsibility for safety in the Areas of Operations. Safety in the Areas of Operations is the sole responsibility of PURCHASER.

Section 1630. Threatened and Endangered Species. PURCHASER shall at all times observe and comply with all State and Federal laws, including the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), ORS 496.172 to 496.192 (Threatened and Endangered Wildlife Species), and ORS 564.100 to 564.135 (Threatened and Endangered Plants), and lawful regulations issued thereunder, and local bylaws, ordinances, and regulations, which relate to threatened or endangered plant or animal species while performing Operations under this Contract.

Section 1640. Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.

(a) Areas, known by STATE prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map and/or identified on the ground, and shall be treated as follows:

(i) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails approved by STATE. PURCHASER may be required to backblade skid trails and other ground disturbed by PURCHASER's Operations within such areas.

(ii) Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.

(iii) PURCHASER shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the STATE are for any reason inadequate, STATE may delay or interrupt PURCHASER's operations, under this Contract, and/or modify this Contract pursuant to Section 1520.

(iv) PURCHASER shall immediately notify the STATE if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until STATE authorizes continued operations. In the event that PURCHASER's operations disturb or damage an area identified as needing special protection, then PURCHASER shall reimburse the STATE for the full cost and expense of any evaluative and remedial measures undertaken by the STATE in connection with such disturbance or damage. Such payment shall not relieve PURCHASER from civil or criminal liability under applicable law.

(b) Nothing contained in this Subsection shall establish, or be deemed to establish any express or implied warranty on the part of STATE (i) that STATE has identified all areas within the Sale Area requiring special protection, or (ii) that measures prescribed by STATE for protection of such areas are adequate.

(c) Following sale advertisement, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, STATE may delay or interrupt PURCHASER's operations, under this Contract, and/or modify this Contract pursuant to Section 1520. Cooperation With Resource Protection Efforts.

(d) Discovery, by either PURCHASER or STATE, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

Section 1650. Protection of Soil, Air, and Water Resources. PURCHASER shall comply with State and Federal law, including the Oregon Forest Practices Act and rules promulgated thereunder, and with rules and regulations of the, Oregon State Board of Health, the Environmental Quality Commission and other agencies relating to the protection of soil, air, and water resources.

Section 1660. Tax Liability. STATE makes no representations concerning tax liability or consequences arising from this sale of Federal timber. It is PURCHASER's sole responsibility to determine what tax liability may be incurred as a result of purchasing Federal timber, regardless of whether the Federal timber is growing or located on Federal land or elsewhere. PURCHASER shall be responsible for paying all applicable timber harvest or severance taxes and shall indemnify and hold harmless the U.S. Forest Service and STATE against any tax claims arising from the purchase of Federal timber.

Section 1670. Compliance with Tax Laws. By execution of this Contract, the person signing this Contract on behalf of PURCHASER certifies, under penalty of perjury, that to the best of his or her knowledge, PURCHASER is not in violation of any Federal tax laws.

PAYMENTS

Section 1740. Log Prices. The following price schedule shall be designated as the "Purchase Price" and shall apply to all logs removed from Designated Timber. Payment shall be for net log scale, unless noted.

Log prices shall be:

<u>Conifer Logs</u>	<u>(Price per Ton)</u>
Lodgepole Pine	\$
Western Larch.....	\$4.02
Ponderosa Pine.....	\$4.02
Douglas Fir	\$4.02
Grand Fir	\$4.02
Pulp/Pole logs	\$4.02
Other Conifers.....	\$4.02

Contingent Price Adjustment. As provided in Section 1020, "Sale of Timber," in accordance with the terms of current State and Federal law, that unprocessed timber shall not be exported from Federal lands. PURCHASER specifically agrees that Section 1020, "Sale of Timber," is a material term of this Contract and is part of the consideration offered to STATE in return for STATE's performance. In the event that any Federal or State law or any provision of this Contract concerning export of unprocessed timber is declared invalid by any court or administrative tribunal, PURCHASER agrees to pay to STATE, in addition to the Total Purchase Price, an incremental amount equal to the difference between the Total Purchase Price and any greater price obtained by PURCHASER for the exported unprocessed timber.

In the event that timber made available under this Contract is exported in violation of this Contract, PURCHASER shall be in material breach of the Contract. In such event, STATE shall be entitled to cease performance of the Contract and bar PURCHASER from the Timber Sale Area, and to recover, in addition to the Total Purchase Price and additional increment set out above, a further sum estimated by STATE to compensate for administrative expense and the economic impact of the violation upon the U.S. Forest Service. In no case shall this additional amount be less than \$10,000 per incident.

Section 1751. Payment Schedule. The Total Purchase Price for timber sold under this Contract shall be paid in advance as follows:

The first payment shall be paid within 30 days of the notice of intent to award or before beginning Operations, whichever occurs first. The first payment shall be the total estimated bid value divided by 10. The total estimated bid value shall be the sum obtained by multiplying the estimated timber volumes by the Purchase Prices given in Section 1740, "Log Prices," less the value of the Project Work. Cash bid deposits shall be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal when log hauling begins. Each payment shall be made before the value of timber removed equals one-half of an advance payment or within the time period stated on the billing if PURCHASER is more than one-half of a payment in advance. The amount of each advance payment shall be calculated by dividing the total estimated bid value less the initial payment by 9; with the total estimated bid value being the sum obtained by multiplying the estimated timber volumes by the Purchase Prices given in Section 1740, "Log Prices," less the value of the Project Work.

In addition, and notwithstanding the above schedule, a minimum of 40 percent of the estimated bid value shall be paid on or before 10/22/2025.

STATE may accept partial payment, upon written request, if logging is inactive. However, the full amount of advance payment must be paid before Operations resume. Partial payment must be sufficient to maintain a payment deposit equal to one-half of a regular advance payment.

The Total Purchase Price shall be calculated after all log scale is reported by multiplying prices in Section 1740, "Log Prices," by the scaled volume. STATE shall refund any advance payment in excess of the Total Purchase Price, or PURCHASER shall pay any deficit within thirty (30) days of notice. PURCHASER's Deposit Account shall not accrue interest payable to PURCHASER.

Section 1760. Payments and Interest. Payments required of PURCHASER by this Contract or modifications of this Contract must be received by STATE within the time period stated on the instrument requesting payment from PURCHASER.

Payments received after the due date stated on the billing instrument may be subject to an interest charge. The interest rate shall not be less than the established minimum state rate on delinquent accounts. The interest rate applied to overdue payments shall be in accordance with ORS 82.010. ORS 82.010 mandates the collection of interest at the annualized rate of 9 percent. Interest shall be calculated from the original billing due date to the date payment is received by the State Forester.

PART II: SPECIFICATIONS

ACCOUNTABILITY

Section 2015. Log Accountability and Log Load Receipts - Sawlogs.

Load Receipt Books. STATE shall issue to PURCHASER sufficient books of serially numbered pink Log Load Receipts to cover up to 30 days of operation, as determined by STATE. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered Woods Receipt and Scaler Receipt tickets. PURCHASER shall retain all Woods Receipts in each book and return the book to STATE as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to STATE during periods of inactivity lasting over 30 days, and at the completion of timber removal from the Timber Sale Area.

Completion of Load Receipts. PURCHASER shall completely and accurately fill out all portions of the Log Load Receipt before each truck leaves the Landing area. PURCHASER shall require the truck driver of each load of logs to sign the Woods Receipt. PURCHASER shall staple the Load Receipt and Scaler Receipt parts to the load as instructed on the Log Load Receipt directions and as directed by STATE before each truck leaves the Landing area.

PURCHASER shall require the weigher to sign the machine-printed weight receipt and record the Log Load Receipt number on the weight receipt. The weigher shall mark the delivery location identification on the Scaler Receipt part, attach the weight receipt to it and mail it to the designated Third-Party Scaling Organization (TSPO) weekly.

PURCHASER shall account for each and every serially numbered Log Load Receipt. For all Log Load Receipts not accounted for by proof of weighing, STATE shall determine if unaccounted tickets are to be voided or if PURCHASER shall pay damages to STATE. Damages shall consist of full value for each missing receipt, on the basis of the average value of the 10 highest value loads of logs weighed from the Timber Sale Area, or the average value of the 10 highest value loads of logs weighed at a Scaling Location, as determined by STATE.

PURCHASER shall not intermingle Federal timber or logs designated by this Contract with any other timber or logs before log weighing occurs, unless otherwise approved by STATE.

Delivery Destination and Transfer of Federal Timber. Prior to conveying unprocessed timber sold under this Contract to a delivery destination or prior to selling, trading, exchanging, or otherwise conveying unprocessed timber sold under this Contract to any other person, PURCHASER must first complete an Exhibit C form selecting a delivery destination from the STATE approved scaling locations. All STATE approved scaling locations are eligible to receive unprocessed Federal timber by adhering to the terms and conditions contained in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

Section 2016. Log Accountability and Log Load Receipts – Pulp Logs.

Load Receipt Books. STATE shall issue to PURCHASER sufficient books of serially numbered yellow Log Load Receipts to cover up to 30 days of operation, as determined by STATE. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered Woods Receipt and Scaler Receipt tickets. PURCHASER shall retain all Woods Receipts in each book and return the book to STATE as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to STATE during periods of inactivity lasting over 30 days, and at the completion of timber removal from the Timber Sale Area.

Completion of Load Receipts. PURCHASER shall completely and accurately fill out all portions of the Log Load Receipt before each truck leaves the Landing area. PURCHASER shall require the truck driver of each load of logs to sign the Woods Receipt. PURCHASER shall staple the Load Receipt and Scaler Receipt parts to the load as instructed on the Log Load Receipt directions and as directed by STATE before each truck leaves the Landing area.

PURCHASER shall require the weigher to sign the machine-printed weight receipt and record the Log Load Receipt number on the weight receipt. The weigher shall mark the delivery location identification on the Scaler Receipt part, attach the weight receipt to it and mail it to the designated Third-Party Scaling Organization (TPSO) weekly.

PURCHASER shall account for each and every serially numbered Log Load Receipt. For all Log Load Receipts not accounted for by proof of weighing, STATE shall determine if unaccounted tickets are to be voided or if PURCHASER shall pay damages to STATE. Damages shall consist of full value for each missing receipt, on the basis of the average value of the 10 highest value loads of logs weighed, based on gross weight, from the Timber Sale Area, or the average value of the 10 highest value loads of logs weighed at a STATE approved delivery location, as determined by STATE.

PURCHASER shall not intermingle Federal timber or logs designated by this Contract with any other timber or logs before log weighing occurs, unless otherwise approved by STATE.

Delivery Destination and Transfer of Federal Timber. Prior to conveying unprocessed timber sold under this Contract to a delivery destination or prior to selling, trading, exchanging, or otherwise conveying unprocessed timber sold under this Contract to any other person, PURCHASER must first complete an Exhibit C form selecting a delivery destination from the STATE approved delivery locations. All STATE approved delivery locations are eligible to receive unprocessed Federal timber by adhering to the terms and conditions contained in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*)

Section 2021. Log Measurement. Scale by weight is approved as the method used to measure the timber sold by this contract.

Weighing Locations and Rules: All logs from timber sold under this Contract shall be: (1) weighed at a location approved in writing by STATE; (2) processed by a third-party scaling organization that is a party to a current agreement with STATE. Prior to log hauling, PURCHASER shall submit a copy of current weight scale approval certificate(s) from Oregon Department of Agriculture for each approved location.

- (a) All loads shall be weighed prior to unloading any logs using STATE certified and sealed scales.
- (b) Every load shall be weighed for gross weight and tare weight. Average tare weights shall not be used. Unless approved in writing by STATE. The gross weight and truck tare weight for each load shall be machine printed on the weight ticket. The weight ticket shall include STATE Log Load Receipt number. The Log Load Receipt shall be stapled to the weight ticket and mailed to the TPSO of choice.
- (c) Log species shall be identified on both the weight scale receipt and weight ticket.

Upon loading at the Timber Sale Area, a log load shall be directly hauled to an approved weighing location, to be weighed. Log loads shall not be stored for late delivery without written approval from STATE.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the processing of logs removed from the Timber Sale Area (the "Scaling Agreement"). PURCHASER shall furnish STATE with a copy of the Scaling Agreement upon request.

In the event weighing is suspended for any reason, logs shall be hauled and weighed within 3 weeks of felling, unless otherwise approved in writing by STATE.

If approved weighing stations become unavailable, log hauling shall be immediately suspended until an alternate accountability plan is submitted by PURCHASER and approved by STATE.

All weight certificates shall be processed by the third party weighing organization. This volume and log load information shall be transmitted to STATE in a format compatible with STATE's electronic transfer system. Original weight certificates shall be sent to STATE after processing by an approved third party scaling organization.

Accountability Violations - Scaling Ramp Requirement. If PURCHASER violates any of the log accountability requirements of this Contract, STATE may require all logs from timber sold under this Contract to be scaled at a ramp provided by PURCHASER, in a location designated by STATE. All costs associated with this additional scaling requirement shall be paid by PURCHASER.

Cost of Weighing. All costs of weighing and all costs in connection with reports furnished to STATE shall be paid by PURCHASER.

Utilization scale shall be in accordance with the provisions in Section 2055, "Utilization Scale."

Log Removal Delays. Any logs not hauled and weighed within 3 weeks of felling shall be accounted for by taking the average of the 10 heaviest loads of all species which have been weighed to date and applying the average load weight to these logs.

Minimum Products Specifications and Special Scale Information are shown on Exhibit C.

The Scaling Agreement shall provide, and PURCHASER shall require, that the scaling organization furnish copies each week to STATE, of all weight certificates showing tare and net weights, by species and grade, of all logs weighed during the week. Upon request by STATE, PURCHASER shall also require the scaling organization to furnish and attach a weight detail list to each weekly scale certificate showing all STATE loads included on the certificate.

Weighing Instructions. The Scaling Agreement shall authorize STATE to provide instructions to the approved third-party scaling organization for the weighing practices to be used for timber removed from the Timber Sale Area. Instructions shall conform to the terms of this Contract, including special scales as necessary. PURCHASER shall acknowledge and sign such instructions and shall be provided a copy.

Measurement by Weight. STATE requires weighing of logs in lieu of log scaling to measure the timber sold by this Contract. The scales shall be STATE certified and sealed. The gross weight and the truck tare weight for each load shall be machine printed on the weight receipt. (See Exhibit C for TPSO processing instructions.)

The Scaling Agreement shall include a provision, and PURCHASER shall require, that the third-party scaling organization that is a party to the Scaling Agreement furnish copies of all weight receipts to STATE, on a weekly basis, with summaries for all truck loads delivered during said week.

Section 2025. Log Measurement – Pulp Logs. All pulp logs shall be weighed at a location approved in writing by STATE. PURCHASER shall require the gross weight and the truck tare weight for each load to be machine printed on the weight receipt. PURCHASER shall also require the weigher to sign the weight receipt and record the Log Load Receipt number on the weight receipt. PURCHASER shall require that the Pulp facility furnish copies of all weight receipts to STATE on a weekly basis, with summaries for all truck loads delivered.

Upon loading at the Timber Sale Area, a log load shall be directly hauled to an approved Pulp facility. Log loads shall not be stored for late delivery without written approval from STATE.

Accountability Violations: If PURCHASER violates the STATE definition of approved Pulp sort in Exhibit C, STATE may require a TPSO to inspect each Pulp load prior to weighing.

PURCHASER shall enter into an agreement with a third-party scaling organization for the processing of the weight receipts.

Unless other arrangements have been made through an agreement between PURCHASER and STATE, PURCHASER shall provide STATE with remote check scaling opportunities for logs weighed under this Contract. The last two loads at each delivery point shall be continuously available for checking. They shall remain available for a minimum of 48 hours unless replaced by other STATE loads. They shall be available as originally presented; i.e., if the load was weighed, they shall be presented in bunks.

Weighing Instructions. STATE will provide instructions to the approved Pulp facility for the practices to be used for Pulp logs removed from the Timber Sale Area. Instructions will conform to the terms of this Contract, PURCHASER shall acknowledge and sign such instructions and shall be provided a copy.

Minimum Products Specifications and Weight information are shown on Exhibit C.

Section 2030. Log Branding and Painting – Sawlogs. Unless approved in writing in advance by STATE, at least one end of every saw log removed from the Timber Sale Area shall be both clearly hammer branded and painted with a minimum 2-inch diameter spot of orange paint. PURCHASER shall use only those brands issued by STATE for use on timber sold under this Contract. Only those brands issued by STATE for use on timber sold under this Contract shall be allowed on the Areas of Operations at any time.

In addition, PURCHASER shall brand and paint all logs left singly or in decks along rights-of-way, and shall brand and paint one end of all logs yarded and left on Landings after termination of Operations each day. PURCHASER shall make every effort to remove logs from roads or Landings within a reasonable period of time, and agrees to notify STATE in advance if it intends to leave logs decked along roads or on Landings for more than 96 hours. STATE may scale such decked logs, and PURCHASER shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

STATE may issue PURCHASER one or more branding hammers registered to STATE. PURCHASER shall sign a receipt for all branding hammers registered to STATE and issued to PURCHASER, and will return them in good condition within 14 calendar days following completion of log hauling. PURCHASER shall pay a fee of \$100 to STATE for each branding hammer returned to STATE in damaged and repairable condition, or \$500 for each branding hammer not returned within the time specified by STATE, or returned in unrepairable condition. PURCHASER may replace damaged branding hammer handles, but only with 24" wooden handles, or with handles approved by STATE.

If properly marked timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece shall be branded with a STATE brand specifically used for this purpose, signifying the logs are Federal timber and ineligible for export. Additional branding hammers registered to STATE, to be used for this purpose, may be obtained from STATE upon request, at cost.

Section 2031. Log Branding – Pulp Logs. At least 4 logs on each Pulp load removed from the Timber Sale Area shall be clearly hammer branded. PURCHASER shall use only those brands issued by STATE for use on timber sold under this Contract. Only those brands issued by STATE for use on timber sold under this Contract shall be allowed on the Areas of Operations at any time.

Logs that do not meet the Contract definition for Pulp and do not meet the definition of a saw log in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group shall be decked separately from all other logs for inspection by STATE. Utility logs approved for removal as Pulp will be marked by STATE with blue paint. **PURCHASER shall not possess any blue paint on the Timber Sale Area.**

STATE may issue PURCHASER one or more branding hammers registered to STATE. PURCHASER shall sign a receipt for all branding hammers registered to STATE and issued to PURCHASER, and will return them in good condition within 14 calendar days following completion of log hauling. PURCHASER shall pay a fee of \$100 to STATE for each branding hammer returned to STATE in damaged and repairable condition, or \$500 for each branding hammer not returned within the time specified by STATE, or returned in unrepairable condition. PURCHASER may replace damaged branding hammer handles, but only with 24" wooden handles, or with handles approved by STATE.

Section 2035. Hauling and Operating Time Restrictions. PURCHASER shall not haul logs from the Timber Sale Area on weekends, (Federal-observed holidays,), or outside the hours of 3:00 a.m. to 6:00 p.m. daily without notification to and prior approval by STATE.

Section 2045. Log Removal. All logs defined below, except those specified in Sections 2220 through 2250, "Reserved Timber," shall be removed as Designated Timber under this Contract, at prices given in Section 1740, "Log Prices":

- (a) Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net).
- (b) Any ponderosa pine log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 8 inches in gross scaling diameter, containing 30 board feet (net).
- (c) Any Pulp/Pole log that conforms with grading rules: 3 inches in gross scaling diameter and 16 feet long.

For purposes of log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

Other logs may be removed from Designated Timber under this Contract at prices given in Section 1740, "Log Prices."

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

PURCHASER shall not deliberately buck logs to reduce log sizes to less than minimum requirements for log removal, and shall take reasonable precautions to prevent breakage losses in felling and Yarding.

Section 2055. Utilization Scale. STATE shall weigh logs or portions of logs that are broken, wasted, or not removed by PURCHASER due to: (1) improper felling or bucking of the logs; (2) failure to remove the logs prior to deterioration; and (3) logs remaining on the Timber Sale Area after completion of logging, provided the logs were merchantable prior to breakage or wastage. Material used to meet down material requirements in Sections 2220 through 2250, "Reserved Timber," shall not be considered for Utilization Scale. PURCHASER shall pay for the logs at the Purchase Price designated in Section 1740, "Log Prices." STATE shall notify PURCHASER of the weight of logs so weighed. Payment shall be considered due on such weight as if the logs were removed on the date of said notification.

In the event PURCHASER disagrees with the findings made by STATE under this section, PURCHASER may furnish weight by a third-party scaling organization acceptable to STATE. Costs and expenses of such third party shall be paid for by PURCHASER, and the findings of the third party shall be final.

Section 2060. Special Products. "Special products" are any products not in log form manufactured from material having a price, or listed as "No Charge," under the Contract. PURCHASER shall not sell special products from the Timber Sale Area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the Timber Sale Area without prior written approval of STATE.

ACCESS AND ROAD MAINTENANCE

Section 2120. Access. PURCHASER shall use the roads shown on Exhibit A for access to the Timber Sale Area and Project Locations. If gate keys are required to access the Timber Sale Area, they can be obtained at the ODF District Office by a designated PURCHASER's Authorized Representative. Any keys not returned at the completion of all operations under this Contract shall be subject to a fee of \$250 per key not returned. If PURCHASER desires to use an alternative route, it shall be PURCHASER's responsibility to secure that access and obtain STATE approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this Contract. Except as otherwise provided for in this Contract, PURCHASER shall have the right of access over, in, and through the Timber Sale Area for the purpose of cutting and removing timber or performing other Operations. PURCHASER, in so using, improving, or constructing roads, shall at no time have an interest in the land, other than the temporary right of access during the term of the Contract.

Section 2130. Road Maintenance. PURCHASER is responsible for normal road maintenance on roads used for any activity under this Contract. Normal road maintenance shall provide for safe forest driving conditions, continuous access and road use, protection of roads from damage, water quality, and compliance with all applicable laws.

PURCHASER's responsibility for normal road maintenance commences with PURCHASER's first use of a road for any activity under the Contract period and shall continue until final acceptance of the maintenance is made by STATE. In addition, PURCHASER is responsible for normal road maintenance needs that are caused by public use of the roads.

If other parties are authorized under Section 1330, "Conditions of Areas of Operations," to use roads in the Timber Sale Area, PURCHASER and each party so authorized shall be responsible for a proportionate share of normal maintenance, based upon the ratio of each party's use to total road use, as determined by STATE.

STATE will determine when maintenance is needed and will issue instructions to PURCHASER specifying work to be done and the date by which it must be completed.

“Normal road maintenance” shall include any action needed to prevent and protect the road from soil contamination, seasonal weather damage, protect water quality, repair damage caused by road use, and restore the road to at least the road condition at commencement of use, including, but not limited to:

(a) Cut Banks and Fill Slopes.

- (1) Remove Slash created by Operations.
- (2) Remove obstructions and fallen timber.
- (3) Restore stability impacted by Operations.
- (4) All cut bank and fill slope maintenance work shall be performed in such a manner that soil and vegetative material does not contaminate the road surface.

(b) Ditches.

- (1) Remove bank slough, minor slides, and obstructions.
- (2) Remove Slash created by Operations.
- (3) Restore to functional drainage.
- (4) Minimize erosion and/or sediment delivery by placement and maintenance of filtering systems.
- (5) Soil and vegetative material shall not be pulled across the road surface.

(c) Drainage Systems.

- (1) Clear all culverts, including inlets, outlets, half rounds, rock ditch filters, and sediment catching basins.
- (2) Maintain waterbars, drainage dips, and other water diversion measures.
- (3) During active use, patrol and maintain functional drainage.
- (4) Repair damaged culvert ends.

Damaged culvert inlets and/or outlets shall be repaired by opening them with a hydraulic jack, or cutting off the culvert end to allow for free passage of water at peak flow levels. Install a culvert marker at each newly installed culvert and at each existing culvert that is missing a marker that could be reached by a grader blade.

(d) Road Surfaces.

- (1) Grade, shape, crown, and/or outslope surface and shoulders at such time that the moisture content will bind the rock surfacing. Rip potholes prior to grading
- (2) Provide leveling, patching, and/or reinforcement rock for restoring purposes.
- (3) Prevent contamination of road surface materials with soil and vegetative material.
- (4) Prevent road surface materials from being bladed off the road.
- (5) Temporarily cease road use to prevent and/or protect the road during adverse weather conditions. Examples of adverse weather conditions are freezing and thawing cycles, high soil moisture caused by rainfall events, and accumulation of snow that requires removal to continue hauling activity.

"Adverse maintenance" is defined as repair work of damage resulting from PURCHASER's failure to comply with "normal road maintenance," as determined by STATE. STATE may require PURCHASER to perform "adverse maintenance." STATE will specify rock type needed for repairs. The required rock shall be from STATE approved, private rock sources, at PURCHASER's expense. "Adverse maintenance" is determined by STATE, and shall not be subject to Section 1550, "Adjustment of Contract."

"Extraordinary maintenance" is defined as major repair work and/or damage caused by acts of God or causes beyond the control of PURCHASER, as defined in Section 1550, "Adjustment of Contract." STATE may require PURCHASER to perform extraordinary maintenance in addition to normal road maintenance. STATE shall describe the amount and specifications of work to be done in writing and make adjustments in the Contract in accordance with Section 1550, "Adjustment of Contract."

TIMBER SALE AREA

Section 2210. Designated Timber. The timber is located on the Timber Sale Area designated on Exhibit A.

In accordance with Section 1020, "Sale of Timber," the following is Designated Timber, except as excluded by Sections 2220 through 2250, "Reserved Timber," and may be removed by PURCHASER in accordance with the terms and conditions of this Contract:

- (a) All timber cut in accordance with the specifications in Section 2310, "Felling," and Section 2320, "Thinning Specifications," within the Timber Sale Area.
- (b) All blue marked trees and snags within the Timber Sale Area

if any are marked blue by the STATE

Boundary markings are as follows:

The Timber Sale Area is posted with "Timber Sale Boundary" signs, fluorescent blue flagging, and fluorescent orange paint.

PURCHASER shall not use or possess any blue paint on the Timber Sale Area.

Section 2220. Reserved Timber. Reserved Timber is that timber, including trees, Snags, and logs, on the Timber Sale Area which is not sold to PURCHASER. Reserved Timber shall not be damaged, cut, or removed by PURCHASER, unless otherwise approved in writing by STATE. Failure to leave the required Reserved Timber shall be handled as described in Section 2260, "Reserved Timber - Damages."

Section 2230. Reserved Timber - Down Material.

- (a) All down trees and logs, within the Timber Sale Area

Section 2240. Reserved Timber - Trees and Snags.

- (a) All trees 21 inches or more DBH.
- (b) All Snags unless determined to be a fire or safety hazard. Felled Snags shall not be yarded or removed.
- (c) Trees less than 5 inches DBH) within the Timber Sale Area.
- (d) Trees within Stream Buffers.
- (e) Bearing (witness) trees
- (f) Trees within 100 feet horizontal distance of RHCA Class 4 streams shown on Exhibit A.
- (g) As directed by STATE, PURCHASER shall leave acceptable substitute trees or Snags for trees or Snags which must be cut. Substitution of trees or Snags without approval by STATE is prohibited.
- (h) Trees required to meet the Residual Tree requirements in Section 2320, "Thinning Specifications."
- (i) All trees and snags marked with orange paint on the Timber Sale Area if any are marked orange by STATE.

Section 2250. Reserved Timber - Boundary Trees and Markings.

- (a) Trees posted with "Timber Sale Boundary" signs are reserved from cutting.

Boundary markings are as follows:

- (a) The Timber Sale Area is posted with "Timber Sale Boundary" signs, blue flagging, and orange paint.
- (b) Exclusion Areas are posted with orange and black candy stripped flagging and yellow tags. Railroad grade is marked in blue and white candy stripped flagging and yellow tags, with points to cross the road marked by STATE.
- (c) The Stream Buffer is posted with "Timber Sale Boundary" signs, blue flagging, and orange paint.

Section 2260. Reserved Timber - Damages.

PURCHASER shall be exclusively responsible for any damage to, or removal of, Reserved Timber. If damage to Reserved Timber occurs and is determined unavoidable by STATE, no charge will be made for damage.

If PURCHASER's activities result in avoidable damage to Reserved Timber as determined by STATE, PURCHASER shall pay for such damage at the following rates:

- (a) The Purchase Price shall be paid when:
- (1) "Minor damage" to Reserved Timber occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at least 24 square inches, but less than damage defined as "major damage."
- (2) Trees must be cut in order to facilitate Operations, or for safety around Landings, as approved in writing by STATE.
- (b) Double the Purchase Price (or \$50, whichever is greater,) shall be paid when:
- (1) "Major damage" to Reserved Timber is caused by Operations of PURCHASER. Major damage is defined as follows:
- (a) Bark removed down to the cambium layer over an area of the bole which has one dimension greater than the diameter of the tree, or any visible bark removal on the tree roots.
- (b) Residual Basal Area on any acre is less than the minimum specifications in Section 2320, "Thinning Specifications."
- (2) More than 50 percent of live crown is removed.
- (3) Tree is knocked down, or leaning more than 10 degrees from vertical.
- (c) Triple the Purchase Price (or \$100, whichever is greater,) shall be paid when:
- (1) Reserved Timber is intentionally cut or removed.
- (2) Reserved Timber is intentionally damaged.
- (3) Repeated major damage occurs to Reserved Timber.
- (4) Any intentional "notching" or undercutting of Reserved Timber with an axe or saw occurs.

STATE may direct damaged timber to be left. In that case, payment for damage shall be reduced by the Purchase Price of such timber.

Payment for damage to or removal of Reserved Timber shall not release PURCHASER from liability for other damage to property of STATE.

If more than reserved trees on any acre suffer "minor damage," or if any Reserved Timber suffers "major damage" as defined above, STATE reserves the right to Suspend felling and/or Yarding until corrective measures have been agreed upon by STATE and PURCHASER.

HARVESTING OPERATIONS

Section 2310. Felling. PURCHASER shall comply with the following requirements for felling, unless otherwise approved in writing by STATE:

- (a) Prior to the beginning of felling Operations, PURCHASER shall mark the locations on the ground of all skid roads, subject to STATE approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to.
- (b) Fell all trees and Snags marked with blue paint on the Timber Sale Area).
- (c) A feller-buncher with a lateral reaching boom is required for all mechanical felling.
- (d) Trees that will damage roads shall be felled prior to road construction or improvement.
- (e) Prior to felling in the Timber Sale Area, PURCHASER shall arrange to have all the fallers who will work in the Timber Sale Area meet with STATE to review the requirements specified in Section 2310, "Felling," Section 2320, "Thinning Specifications," and Sections 2220 through 2250, "Reserved Timber." PURCHASER shall give STATE 48 hours' advance notice before starting a new faller on the Timber Sale Area to allow STATE the opportunity to brief the faller on these sections.
- (f) Fell all trees greater than 4.9 inches DBH not needed to meet residual stand specifications in Section 2320, "Thinning Specifications," except those designated as "Reserved Timber."

STATE may require certain trees or Snags, described by the preceding specifications, to be left standing if they are needed for wildlife habitat, or if the Snags do not constitute a fire or safety hazard. STATE shall designate such trees or Snags at the time of timber felling.

Trees shall not be felled across Timber Sale Area boundaries, unless authorized in writing by STATE. Any trees that fall across Timber Sale Area boundaries shall be yarded back into the Timber Sale Area prior to limbing or topping.

PURCHASER shall employ the following timber cutting practices on the Timber Sale Area(s), unless otherwise approved by STATE:

- (a) Trees shall be felled to the longest lay, using the necessary means (wedging, jacking, etc.), favoring a quartering uphill lead.
- (b) Trees shall not be felled across draws, over ridges, or across previously felled trees.
- (c) Maximum stump height shall be 6 inches Heights shall be measured on the uphill side.

Section 2320. Thinning Specifications. PURCHASER shall comply with the following requirements for selecting Residual conifer trees on the Timber Sale Area, except for those specifications listed in Section 2310, "Felling"):

- (a) Residual tree spacing shall be varied to preserve the trees of good form and vigor with the largest diameter and height and maintain a residual stand structure within the following limits:
 - (1) Leave Trees shall be selected in the following order of preference (most preferred to least preferred):
 - A. Western Larch
 - B. Ponderosa Pine
 - C. Douglas-Fir
 - D. Grand/White Fir
 - E. Lodgepole Pine
 - (2) Remove all lodgepole pine >5 in DBH except in areas where it is the only species present. In those locations thin lodgepole pine to an average of 30x30ft spacing (~48TPA). Vary this spacing to select the largest, healthiest lodgepole pine with the highest crown ratio. Do not select lodgepole pine for retention with less than 25% crown ratio or any indicators of beetle activity.
 - (3) Small Openings ONLY in lodgepole pine patches are permitted and ONLY where they open up visual corridors of Western Larch.
 - (4) Thin from below species preference.
 - (5) Only conifers greater than 5.0" DBH and less than 21.0" DBH will be considered for cutting.
 - (6) Residual Basal Area on each acre shall be an average of 50 square feet, with a minimum of 30 square feet and a maximum of 100 square feet.
 - (7) Trees within double the dripline of Western Larch and older Ponderosa Pine (>21" DBH) will be removed.
 - (8) Retain all Western Larch unless they show significant signs of defect, fatal signs/symptoms of insect and disease, or are marked with blue paint by STATE.
- (b) Acceptable residual conifer trees are those having a Live Crown Ratio of at least 30 percent, and without sweep, scarring, disease, or leaning more than 10 degrees from vertical. Conifer trees with multiple tops and crooks are acceptable if the defect is at least 40 feet above the ground.
- (c) Conifers less than 5 inches DBH, shall not be counted when calculating the residual specifications listed above.

Section 2325. Felling Inspection. STATE may inspect the felling Operations to determine compliance with the thinning specifications established by sample plots. Inspection by visual reconnaissance may supplement plot data. Plot records may include: (1) residual Basal Area per acre; (2) Residual Tree DBH; (3) general comments on selection of Residual Trees and work quality ; and (4) Residual Trees per acre damaged by PURCHASER. The plot data and visual reconnaissance may be used for determining the need for corrective measures, as outlined in Section 2320, "Thinning Specifications," and Sections 2220 through 2250, "Reserved Timber."

Section 2345. Substitution of Trees. PURCHASER shall leave acceptable substitute trees as approved by STATE for any conifer Reserved Timber which must be cut to facilitate logging (i.e., cable corridors, Landings, or skid trails) or to resolve safety problems pursuant to Section 1610, "Permits; Licenses; Safety" (i.e., danger trees, Guyline trees, hang-ups).

An acceptable substitute tree is defined as any sound, live-topped conifer tree that is the nearest tree to a Reserved tree that must be cut.

STATE reserves the right to require PURCHASER to:

- (a) Leave substitute trees of a different species; and
- (b) Leave substitute trees for reserved Snags that must be cut.

Substitution of trees without approval of STATE is prohibited. Any Reserved Timber cut without approval by STATE shall be paid for in accordance with Sections 2220 through 2250, "Reserved Timber."

Section 2355. Ground-Based Operations. Timber Sale Areas, or portions thereof, where ground Yarding has been approved in the Operations Plan are subject to the following restrictions, unless otherwise approved in writing by STATE:

- (a) PURCHASER shall limit skid roads and trails, and all other locations where soil is compacted or displaced, to less than 10 percent of the ground yarded area.
- (b) Preexisting skid roads and trails shall be used whenever possible, and soil disturbance or construction of new skid roads and trails shall be limited to that necessary to log the area.
- (c) Operations shall not be conducted under conditions where soils are rutted or excavated to a depth of 12 inches or more.
- (d) Equipment shall not operate on slopes greater than 35 percent. Written approval may be granted for short distances on slopes exceeding 35 percent when, in the opinion of STATE, it would be unreasonable to yard by pulling line.
- (e) Yarding shall not be permitted on haul roads.
- (f) Ground Yarding equipment shall not be operated within 100 feet of streams as shown within Exhibit A.
- (g) PURCHASER shall suspend ground Yarding during periods of high soil moisture as determined by STATE.
- (h) Operations shall be designed to minimize soil disturbance and damage to Reserved Timber.
- (i) PURCHASER shall restrict ground Yarding to those skid roads designated by STATE. Skid trails shall be at least 120ft apart.

If the above conditions are not met by PURCHASER, STATE at its option, may require PURCHASER to suspend Yarding activities until corrective measures have been agreed upon by STATE and PURCHASER.

Time lost while STATE exercises any of the above options shall not constitute grounds for Contract extension.

Section 2360. Non-Project Roads and Landings. Improvement or construction of roads or Landings not required in Section 2610, "Project Work," but approved in the Operations Plan, shall be subject to the following requirements, unless otherwise approved in writing by STATE:

- (a) Prior to felling, PURCHASER shall mark Right-of-Way clearing limits and obtain STATE approval.
- (b) Subgrade shall not exceed 20 feet in width.
- (c) Landings will be avoided within 500 feet of the highway

Section 2365. Progressive Operations. PURCHASER shall complete the following requirements on each Timber Sale Area prior to moving to a new Timber Sale Area, unless otherwise approved in writing by STATE:

- (a) Remove all logs as described under Section 2045, "Log Removal."
- (b) Block roads and skid trails to vehicular traffic as directed by STATE.
- (c) Within 30 days after completion of each Setting, pile all Slash within reach of the Landings by a log loader in the center of the Landing. Material suitable for firewood shall be separated into individual piles accessible for firewood cutting. Other Slash shall be piled to facilitate pile burning as directed by STATE.

In addition, PURCHASER shall complete the following requirements within the following time frames, unless otherwise approved in writing by STATE:

- (e) Remove all trash from the Timber Sale Area within 30 calendar days after completion of log hauling activities.
- (f) Remove all equipment and materials from the Timber Sale Area, as required by Section 1430, "Removal of Equipment and Materials," within 30 calendar days after completion of log hauling activities.
- (g) Begin Slash piling Project No.2 within 30 calendar days after completion of Yarding Operations on a Timber Sale Area.
- (h) Complete road maintenance requirements of Section 2120, "Access," and Section 2130, "Road Maintenance," within 30 calendar days after completion of log hauling activities.

PROTECTION DURING OPERATIONS

Section 2415. Protection of Watershed. PURCHASER shall take all necessary precautions to prevent damage to stream banks, any stream course, or forested wetland within or adjacent to the Timber Sale Area.

In addition, PURCHASER shall perform all measures necessary to protect the stream banks, streambed, and vegetation within the Stream Buffer shown on Exhibit A.

Necessary measures include, but are not limited to, the following, unless otherwise approved in writing by STATE:

- (a) Fell adjacent trees and Snags away from or parallel to the buffer to prevent them from entering the buffer.
- (b) Do not operate ground-based equipment within the buffer.
- (c) Do not fell trees within the buffer

Section 2416. Protection from Invasive Plants and Noxious Weeds. PURCHASER shall ensure all ground-based yarding, earth disturbing, road constructing, and road maintenance equipment moved onto National Forest or between National Forest sites is free of soil, seeds, vegetative matter, or other debris that could contain, or hold, seeds. PURCHASER shall employ cleaning methods necessary to ensure compliance with the terms of this section. PURCHASER shall notify STATE's Authorized Representative at least 24 hours prior to moving each piece of equipment onto National Forest or between National Forest sites unless otherwise agreed in writing. Notification shall include identification of the equipment's most recent operation.

- (a) Upon request by STATE, arrangements shall be made for STATE inspection of each piece of equipment prior to entry upon state forest or movement between state forest sites.

This section does not apply to log trucks, service trucks, water trucks, pickup trucks, cars, and other passenger vehicles, used in the daily transport of personnel.

Section 2420. Protection of Utility Lines. In accordance with OAR 952-001-0020: *"ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center."* (Note: The telephone number for the Oregon Utility Notification Center is (503) 232-1987/1-800-332-2344.)

Section 2425. Recreation, Trails, Signage, and Structure Protection. PURCHASER shall not remove, alter, damage, or destroy any recreation signs, posters, markings, kiosks, or structures in or near the Timber Sale Area.

Section 2430. Protection of Markings and Monuments. PURCHASER shall not remove, alter, damage, or destroy any signs, posters, markings, land survey markers and corners, witness trees, seed trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, PURCHASER shall report it to STATE within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. PURCHASER shall, in a manner or method as directed by STATE, re-establish legal subdivision markers or monuments damaged by PURCHASER's activities. STATE may re-establish such markers or monuments and bill PURCHASER for the expense incurred.

In the event it is necessary to disturb any legal land survey corner in order to conduct any activity under this Contract, PURCHASER shall notify STATE. PURCHASER shall not disturb any corner until STATE has referenced or otherwise preserved the corner.

Section 2435. Protection of Cultural Resources. PURCHASER shall not remove any historic artifact, including old logging equipment or camp refuse, or other Cultural Resources from the Timber Sale Area. If any such items are discovered, PURCHASER shall notify the STATE's Authorized Representative.

Section 2460. Repair of Injury or Damage. Prior to the completion and as a condition of final acceptance by STATE of PURCHASER's Operations, PURCHASER shall repair or correct any injury or damage to the Areas of Operations or any part of the Timber Sale Area arising from PURCHASER's Operations, unless adjustment is made pursuant to Section 1550, "Adjustment of Contract."

PROTECTION FROM FIRE

Section 2510. Precautions Against Fire. PURCHASER acknowledges that their Operations under this Contract may cause extraordinary fire risk in the Areas of Operations. PURCHASER covenants and agrees that it will use the highest degree of care to prevent forest fires from starting on or from spreading to or from the Areas of Operations. PURCHASER shall require its employees and Contractors and the employees of such Contractors to employ a similar degree of care. STATE may, at any time during the term of the Contract, require PURCHASER to prepare and submit to STATE for approval a Fire Plan for the Areas of Operations. The plan shall set forth the resources and required actions to be taken by PURCHASER and Contractors of PURCHASER for the prevention and suppression of fire in the Areas of Operations. The plan must meet with the approval of STATE and STATE reserves the right to require revisions to the plan as STATE, in its sole discretion, may determine to be necessary.

Section 2520. Efforts on Fire. If a fire occurs in any part of the Areas of Operations, notwithstanding the origin, PURCHASER shall require its employees and Contractors and the employees of such Contractors to immediately proceed to extinguish the fire. PURCHASER acknowledges and agrees that the provisions of this section may impose obligations on PURCHASER that are separate from or in addition to any duty or responsibility required by law. However, in no event shall the requirements of this section be construed as relieving PURCHASER of the duty and responsibility under Oregon law to fight, control, and suppress fire on forestland.

Section 2530. Indemnification. In addition to the general indemnification contained in Section 1355, "General Indemnification," PURCHASER shall indemnify, defend and hold STATE and the U.S. Forest Service harmless from any and all loss, costs, damage, and expense that STATE or the U.S. Forest Service may incur as a result of any fire caused by the Operations of PURCHASER, employees and Contractors of PURCHASER, and employees of such Contractors.

Section 2540. Fire Equipment. During Fire Season, PURCHASER shall provide an engine with at least a 300-gallon capacity, enough feet of hose to reach from the water supply to any location in the operation affected by power driven machinery or 500 feet, whichever is greater, one gated wye valve, and two adjustable nozzles in constant readiness in the Timber Sale Area. The engine must be self-filling and be able to travel fully loaded, under its own power, on all truck roads providing access to or within the Timber Sale Area. Such equipment shall be credited toward the requirements of OAR 629-043-0020 for water supply, hose, and nozzle, subject to STATE approval. PURCHASER shall comply with all other Fire Season requirements as established by the ODF District and with the current IFPL, requirements as established by the USFS in which the Timber Sale Area is located.

Section 2560. Slash Disposal. All Slash near openings and landings shall be piled no closer than 30 feet to any Residual Trees. Landing piles shall be constructed in a manner that their height is greater than or equal to their diameter. Landings and Landing piles shall be avoided within 500 feet of the highway unless otherwise approved by STATE. Specific Slash Disposal specifications can be found in Exhibit E.

PROJECTS

Section 2610. Project Work. PURCHASER shall complete the following Projects the "Project Work" in accordance with the specifications provided in Exhibits and written instructions from STATE. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

Project No. 1. Improve roads as shown on Exhibit A, according to the specifications in Exhibit D:

Section 2620. Completion of Projects. PURCHASER shall complete the Project Work in the preceding section as follows:

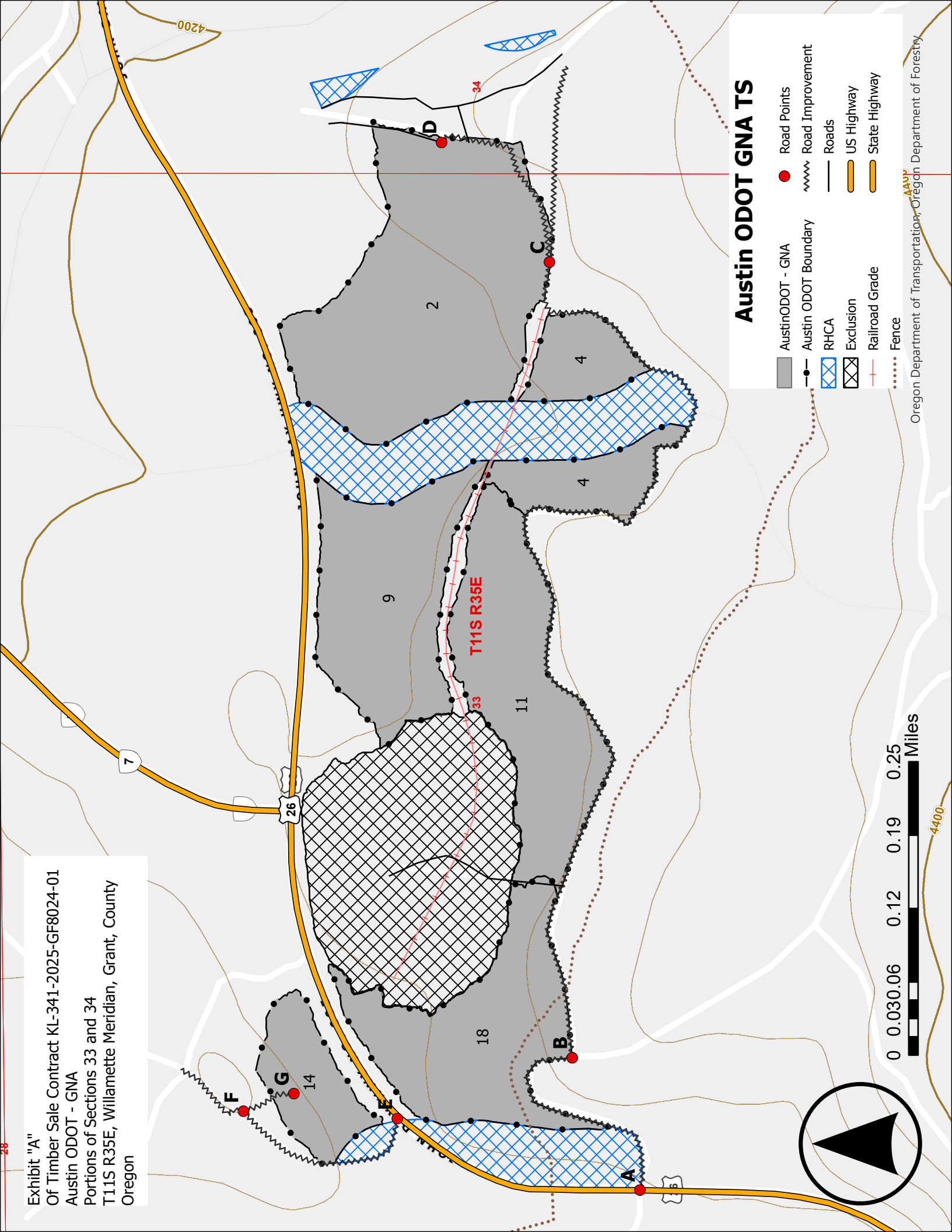
- (a) Project No. 1 Concurrently with pre-haul road maintenance.

All necessary project work within the contract shall be completed within 30 calendar days of log haul completion. Right-of-Way logs shall be removed from the road section before completion of the project.

Section 2630. Credit for Project Work. In order to compensate PURCHASER for Project Work that PURCHASER agrees to complete under Section 2610, "Project Work," of this Contract, STATE agrees to credit PURCHASER's timber account in the sum of \$1,553.82 upon completion of and STATE's acceptance of all work, unless otherwise approved in writing by STATE.

PURCHASER may request partial credit for the Project Work when PURCHASER has completed 20% of Project Work and STATE has accepted the Project Work

Exhibit "A"
Of Timber Sale Contract KL-341-2025-GF8024-01
Austin ODOT - GNA
Portions of Sections 33 and 34
T11S R35E, Willamette Meridian, Grant, County
Oregon



Austin ODOT GNA TS

- AustinODOT - GNA
- Austin ODOT Boundary
- RHCA
- Exclusion
- Railroad Grade
- Fence
- Road Points
- Road Improvement
- Roads
- US Highway
- State Highway

0 0.030.06 0.12 0.19 0.25 Miles

Oregon Department of Transportation, Oregon Department of Forestry



Oregon Department of Forestry

2600 State St Salem OR 97310

PART III: EXHIBITS

EXHIBIT B

TIMBER SALE OPERATIONS PLAN

(See page 2 for instructions)

Date Received by State: _____

(5) State Brand Information (Complete)

(1) Contract Number: KL-341-2025-GF8024-01

(2) Sale Name: Austin ODOT - GNA

(3) Contract Expiration Date: 02/28/2026

(4) Purchaser Name: _____

(6) State Representatives:

<u>Name</u>	<u>Circle One</u>	<u>Phone No.</u>	<u>Cell No.</u>	<u>Alt Phone</u>
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			

(7) Purchaser Representatives:

<u>Name</u>	<u>Circle One</u>	<u>Phone No.</u>	<u>Cell No.</u>	<u>Alt Phone</u>
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			

(8) Name of Subcontractors and Start Dates:

<u>Project No.</u>	<u>Subcontractor Name.</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Cell No.</u>	<u>Alt Phone</u>

	<u>Subcontractor Name.</u>	<u>Start Date</u>	<u>Cell No.</u>	<u>Alt Phone</u>
FELLING				
YARDING				

(9) Comments:

(10) Operations Map: Attach a copy of timber sale Exhibit A or other suitable map which plainly shows the items listed on the instruction sheet.



Oregon Department of Forestry

2600 State St Salem OR 97310

PART III: EXHIBITS

EXHIBIT B

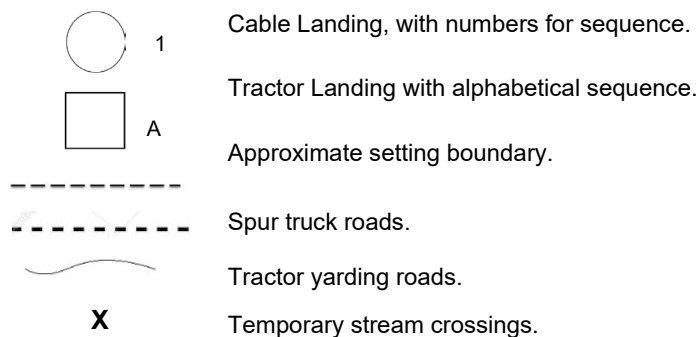
INSTRUCTION SHEET FOR OPERATIONS PLAN

SUBMIT ONE COPY OF PLAN TO STATE

Operations shall be limited to the work shown in the plan until a revised plan or supplemental plan is submitted covering additional work. Compliance with this plan is not in lieu of compliance with any federal requirements related to the federal Endangered Species Act including without limitation PURCHASER'S independent obligation to avoid take of a T&E species and PURCHASER'S obligation to comply with terms and conditions of any incidental take Permit(s) that include required minimization and mitigation measures in any applicable Habitat Conservation Plan. If STATE has prepared a required Forest Practices Act (FPA) "Written Plan" for operations, PURCHASER shall comply with all provisions of the Written Plan.

Explanation of Item No.(from Page 1)

- (5) All sales require you to use a brand furnished by STATE. If the State brand has not been assigned when the plan is submitted, it will be furnished and assigned later. Complete drawing. If more than one brand is assigned to the sale, complete both drawings.
- (6) The contract requires you to have a designated representative available on the sale area or work location who is authorized to receive in your behalf any notice or instruction given by STATE and to take action in regard to performance under the contract. If logging and project work is widely separated, a representative is required for each.
- (7) The STATE representative will be designated when your plan is approved and is the person who will inspect and issue instructions regarding performance.
- (8) Show names of subcontractors to be used for any or all phases of the operations. If subcontractors are not Known, or are changed later, give notification to the STATE representative prior to commencement of work by subcontractor.
- (9) Show projected dates for commencement of both projects and logging. If projected dates need to be changed at a later date, notification must be given to the STATE representative by supplemental plan or otherwise, prior to commencement of such operations.
- (10) The STATE representative will furnish extra copies of Exhibit A of the contract for your use in preparing the operations map. The map shall use the following legend and show:
 1. Landing locations, approximate setting boundaries, and probable sequence of logging the settings. Number the settings in sequence.
 2. Locations of spur roads planned for construction, other than required by the timber sale contract. Provide spur road specifications
 3. Locations of proposed tractor yarding roads. Show if and how marked on the ground.
 4. Locations of temporary stream crossings.
 5. List the sequence of performing project work.
 6. Location of rock sources - attach pit development plans.



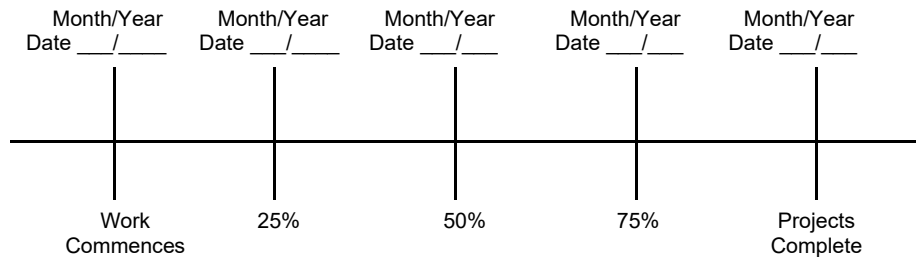


Oregon Department of Forestry
2600 State St Salem OR 97310
PART III: EXHIBITS
EXHIBIT B
OPERATIONS PLAN

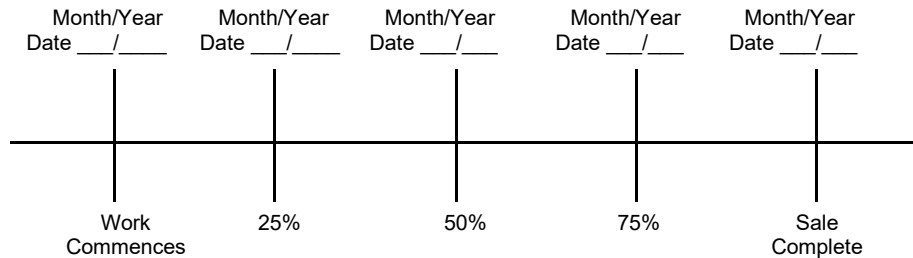
Completion Timeline

Indicate on the appropriate timeline below, the dates by which you plan to complete the work as required under this contract. The purpose of this section is to develop a plan that will ensure you complete the work as required, and meet the interim completion date(s) and contract expiration date. This plan is incorporated and made a part of the contract. When, in the opinion of STATE, operations are not commencing in a manner that meets the intent of this plan, you may be placed in violation of contract and your operations suspended until an amended plan is submitted and approved by STATE.

Projects



Harvest & Other Requirements



The Federal Endangered Species Act (ESA) prohibits a person from taking any federally listed threatened or endangered species. Taking under the federal ESA may include alteration of habitat. STATE's approval of this plan does not certify that PURCHASER's operation under the plan is lawful under the federal ESA or that the plan is consistent with the terms and conditions of any applicable incidental take Permit(s) including any required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan. As provided in the timber sale contract, PURCHASER's must comply with all applicable state, federal, and local laws, including without limitation any Permit(s) issued thereunder.

PURCHASER's compliance with this plan is not in lieu of compliance with any federal requirements related to the federal Endangered Species Act.

APPROVED; Date: _____

SUBMITTED BY:
PURCHASER

STATE OF OREGON - DEPARTMENT OF
FORESTRY

Title _____

Title _____



Oregon Department of Forestry
EXHIBIT C - SAWMILL GRADE (EASTSIDE SCALE)
SCALING INSTRUCTIONS - LOCATION APPROVAL - BRAND INFORMATION
Klamath-Lake - EOA

- (1) ORIGINAL REGISTRATION ☐ Date _____
 REVISION NUMBER 000 ☐ Date _____
 CANCELLATION ☐ Date _____

- (2) TO: _____
(Third Party Scaling Organization)

- (3) FROM: Klamath-Lake Phone (541) 883-5681
(State Forestry District)
Address: 3200 DELAP RD
KLAMATH FALLS,OR 97601

- (4) PURCHASER: _____
Mailing Address: _____

Phone Number: _____

(5) **MINIMUM SCALING SPECIFICATIONS**

SPECIES	MINIMUM NET VOLUME
Conifers	10
Hardwoods	10

*Apply minimum volume test to whole logs over 20' Eastside

- (6) EASTSIDE SCALE:

*Log lengths will be measured in 1-foot multiples, with 4 inches of minimum trim per segment.

*Use Region 6 actual taper rule. Logs over 40'.

YES NO

- (7) Weight Scale Sample

(8) APPROVED SCALING LOCATIONS

(as shown on the ODF Approved Locations web-site)

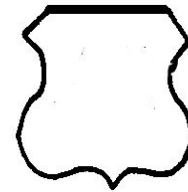
[illegible]

- (9) **SALE NAME:** Austin ODOT - GNA
COUNTY: Grant

- (10) **STATE CONTRACT NUMBER:**
KL-341-2025-GF8024-01

- (11) **STATE BRAND REGISTRATION NUMBER:**

- (12) STATE BRAND INFORMATION:



- (13) PAINT REQUIRED: YES ☒
COLOR: Orange

(14)	SPECIAL REQUESTS	(Check applicable)
------	-------------------------	--------------------

- | | |
|--|-------------------------------------|
| PEELABLE CULL (all species)..... | <input type="checkbox"/> |
| NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE | <input checked="" type="checkbox"/> |
| PENCIL BUCK..... | <input type="checkbox"/> |
| ADD-BACK VOLUME - Deductions due to delay... | <input checked="" type="checkbox"/> |

OTHER :

(15) REMARKS:

“Mule Trains”

1. Loads are required to have load tickets for each set of bunks.
2. If truck and pup are to be weighed, weigh and process separately for gross and tare weights.

Operator's Name (Optional inclusion by District):

- (16) SIGNATURES:

Purchaser or Authorized Representative	Date
--	------

State Forester Representative _____ Date _____

State Forester Representative PRINT NAME

Notify the District within one hour when branding or painting is inadequate for quick identification, the receipts are missing, not correctly or completely filled out, and/or when logs presented for scaling are impossible to scale accurately.

General Distribution: TPSO, Approved Scaling Locations and Purchaser.



Oregon Department of Forestry
EXHIBIT C - SAWMILL GRADE
INSTRUCTIONS FOR EXHIBIT C
Klamath-Lake - EOA

- (1) Check appropriate box. REVISION NUMBER requires comments. CANCELLATION requires logging and hauling to be complete, recall branding hammers.
- (2) Designate Third Party Scaling Organization (TPSO).

<p>Columbia River Log Scaling & Grading Bureau P.O.Box 7002, Eugene, OR 97401 Phone: (541) 342-6007 Fax: (541) 342-2631 Email: services@crls.com</p> <p>Mountain Western Log Scaling & Grading Bureau 2560 NW Medical Park Drive, Roseburg, OR 97471 Phone: (541) 673-5571 Fax: (541) 672-6381 Email: info@mwlsqb.com</p> <p>Northwest Log Scalers Inc. 6137 NE 63rd St, Vancouver, WA, 98661 Phone: (360) 553-7212 ext. 4 Fax: (360) 553-7213 Email: info@nwlogscalers.com</p>	<p>Pacific Rim Log Scaling Bureau, Inc. 8288 28th Court North East, Lacey, WA 98516 Phone: (360) 528-8710 Fax: (360) 528-8718 Email: office@prlsb.com</p> <p>Yamhill Log Scaling & Grading Bureau P.O.Box 709, Forest Grove, OR 97116 Phone: (503) 359-4474 Fax: (503) 359-4476 Email: yamhilllog@frontier.com</p>
--	---
- (3) State District office, address and phone.
- (4) Enter Purchaser's business name, address, and phone number as it appears on the Contract.
- (5) Minimum Scaling Specifications. Scaling diameter inches is used for pencil buck minimum diameter.
- (6) Eastside - Region 6 actual taper segment scale. Check Yes or No. Special Service Rules on file with TPSO. See: Segment Scaling and Grading of Long Logs - All Species - State Forestry Department Scaling Practices (Northwest Log Rules Eastside). Items with * follow U.S. Forest Service Eastside rules.
- (7) Weight Scale Sample - Check box if sale is to be a Weight Scale Sample. All specifies for handling, scaling and processing will be attached or explained in the Remarks section item (15).
- (8) Show scaling locations only applicable to TPSO. Location name should appear as it does on the ODF Approved Scaling Location web site: https://apps.odf.oregon.gov/Divisions/management/asset_management/scalinglocation.asp Locations with scaling and processing directions specific to their location should be on a separate form. Species should be identified if not capable of receiving "all" species. Check appropriate box for either: yard, truck scale, or weight. Refer to the web site listed above for the locations approval status.
- (9) Enter sale name and county.
- (10) Enter sale Contract number.
- (11) Enter Oregon's State Brand Registry Number (**REQUIRED**).
- (12) Show brand assigned to timber sale. One brand only. If more than one brand is assigned to the sale: (1) make a separate form for each brand and (2) on each form, explain and show other brand(s) in the Remarks section item (15).
- (13) Check yes for Paint Required and designate "Orange" for color. Non required removal volumes may sometimes require blue paint.
- (14) Special Requests. These are requests that will be applied to ODF timber sales. All boxes applicable to the timber sales designated in the Exhibit C form must be "marked". If "Other" is indicated, it must contain a description and any necessary comments.
- (15) Use this space to designate any weight scale sample instructions or any other explanations to clarify scaling, processing and/or mailing requirements. If additional scaling locations are approved, revise original or current form showing all (old and new) locations. Check REVISION box at top of form and explain under remarks. Route as indicated.
- (16) Require purchaser to sign and date completed form in addition to State Forester Representative, sign and print name on the form. Signatures not required on revisions.



**Oregon Department of Forestry
EXHIBIT C - PULP SORT
PROCESSING INSTRUCTIONS - LOCATION APPROVAL
BRAND INFORMATION**

Klamath-Lake, EOA

(1) ORIGINAL REGISTRATION ☐ Date _____
REVISION NUMBER 000 ☐ Date _____
CANCELLATION ☐ Date _____

(2) TO: _____
(Approved Pulp Processing Facility)

(3) FROM: Klamath-Lake Phone (541) 883-5681
(State Forestry District)
Address: 3200 DELAP RD
KLAMATH FALLS, OR 97601

(4) PURCHASER: _____

(5) Scaling Bureau (TPSO) Processing Weight receipts:

Mailing Address: _____

Phone Number: _____

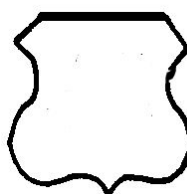
(9) SALE NAME: Austin ODOT - GNA

COUNTY: Grant

(10) STATE CONTRACT NUMBER:
KL-341-2025-GF8024-01

(11) STATE BRAND REGISTRATION NUMBER: _____

(12) STATE BRAND INFORMATION:



(13) REMARKS:
"Mule Trains"
1. Loads are required to have load tickets for each set of bunks.
2. Truck and pup are to be weighed and processed separately for gross and tare weights.

Operator's Name (Optional inclusion by District): _____

(14) SIGNATURES:

Purchaser or Authorized Representative _____ Date _____

State Forester Representative _____ Date _____

State Forester Representative PRINT NAME _____

(6) **STATE Definition of Approved Pulp Sort:**
• Top portion of the tree (tops).
• All logs with a diameter (Big End) greater than 10 inches marked with blue paint.

(7) PULP FACILITY PROCESSING INSTRUCTIONS:

- Pulp loads shall be weighed in lieu of scaling.
- One Ton = 2000 lbs (Short Ton).
- Pulp loads shall have a yellow Log Load Receipt attached.
- Gross weight and truck tare weight for each load shall be machine printed on the weight receipt.
- Weigher shall sign the weight receipt.
- Weigher shall record the Log Load Receipt number on the weight receipt.
- Weigher shall attach the Weight receipt to the Log Load Receipt and mail them weekly to the TPSO processing the Weight receipt.

(8) TPSO PROCESSING INSTRUCTIONS

- Submit data files daily (or each day of activity).
- Mail or deliver scale tickets weekly to ODF Headquarters in Salem.

Notify the District within one hour when branding is inadequate for quick identification, the logs are marked with orange paint, the receipts are missing, not correctly or completely filled out, and/or logs do not meet the specifications of the STATE definition of Approved Pulp Sort.

General Distribution: TPSO, Approved Scaling Locations and Purchaser.



**Oregon Department of Forestry
EXHIBIT C - PULP SORT
INSTRUCTIONS FOR EXHIBIT C**

Klamath-Lake, EOA

- (1) Check appropriate box. REVISION NUMBER requires comments. CANCELLATION requires logging and hauling to be complete, recall branding hammers.
- (2) Approved Pulp Processing Facility. Write in as written in the Approved Log Delivery Location
https://apps.odf.oregon.gov/Divisions/management/asset_management/scalinglocation.asp
- (3) State District office, address and phone.
- (4) Enter Purchaser's business name, address, and phone number as it appears on the Contract.
- (5) Third Party Scaling Organization that will be processing the weight tickets, mailing address, and phone number.

Columbia River Log Scaling & Grading Bureau
P.O.Box 7002, Eugene, OR 97401
Phone: (541) 342-6007 Fax: (541) 342-2631
Email: services@crls.com

Pacific Rim Log Scaling Bureau, Inc.
8288 28th Court North East, Lacey, WA 98516
Phone: (360) 528-8710 Fax: (360) 528-8718
Email: office@prlsb.com

Mountain Western Log Scaling & Grading Bureau
2560 NW Medical Park Drive, Roseburg, OR 97471
Phone: (541) 673-5571 Fax: (541) 672-6381
Email: info@mwlsqb.com

Yamhill Log Scaling & Grading Bureau
P.O.Box 709, Forest Grove, OR 97116
Phone: (503) 359-4474 Fax: (503) 359-4476
Email: yamhilllog@frontier.com

Northwest Log Scalers Inc.
6137 NE 63rd St, Vancouver, WA, 98661
Phone: (360) 553-7212 ext. 4 Fax: (360) 553-7213
Email: info@nwlogscalers.com

- (6) Big end of log is not to exceed 2 inches greater than the minimum removal specifications in the contract. Example: Minimum removal specifications 6 inches and 20 board feet, then the Big end of log not to exceed 8 inches. When conifer and hardwood removal specifications are different, use the smaller removal diameter to determine this specification.
- (9) Enter sale name and county.
- (10) Enter sale Contract number.
- (11) Enter Oregon's State Brand Registry Number **(REQUIRED)**.
- (12) Show brand assigned to timber sale. One brand only, if more than one brand is assigned to the sale: (1) make a separate form for each brand and (2) on each form, explain and show other brand(s) in the Remarks section Item (13).
- (13) Use this section to list any special instructions or the reason for any revisions in section item (1).
- (14) Require purchaser to sign and date completed form in addition to State Forester Representative, sign and print name on the form. Signatures not required on revisions.

EXHIBIT D

IMPROVEMENT

SUBGRADE WIDTH	RUNNING WIDTH	POINT TO POINT	DRAINAGE
15 feet	12 feet	A to B	Shape to Drain
15 feet	12 feet	B to C	Shape to Drain
15 feet	12 feet	C to D	Shape to Drain
15 feet	12 feet	E to F	Shape to Drain
15 feet	12 feet	F to G	Shape to Drain

EXHIBIT D

CLEARING. This work shall consist of clearing, removing, and disposing of all trees, Snags, Down Timber, brush, surface objects, and protruding obstructions within the clearing limits.

Where clearing limits have not been marked, the clearing limits shall extend 4 feet back of the top of the cutslope and 4 feet out from the toe of the fill slope, or as directed by STATE. Clearing debris shall not be placed or permitted to remain in or under any road embankment sections. Clearing debris shall not be left lodged against standing trees.

All danger trees, leaners, and Snags outside the clearing limits which could fall and hit the road shall be felled.

For road segments with abundant down trees across the road surface this material will be removed and piled to burn in stand openings adjacent to the right of way prior to grubbing work.

GRUBBING. This work shall consist of the removal or digging out of stumps and protruding objects.

All stumps shall be completely removed within the limits of required grubbing. Stumps overhanging cutslopes shall be removed. Grubbing debris shall not be left lodged against standing trees.

GRUBBING CLASSIFICATION.

Improvements and reconstructions - 4 feet back from the shoulder of the subgrade or ditch, whichever is widest, or as marked in the field.

CLEARING AND GRUBBING DISPOSAL. Scatter in stable locations through openings in the timber outside of the cleared right-of-way. Clearing and grubbing debris shall be left in a stable location, and not left lodged against standing trees.

EXCAVATION. Excavation and grading shall not be done when weather and/or ground conditions are such that damage will result to existing subgrade or cause excessive erosion.

Unless road plans show otherwise, all roads shall be on a balanced cross section, except when the slope is over 60 percent, the road shall be on full bench for the width specified.

Suitable excavated material shall be used for the formation of fills, shoulders, and drainage structure backfills. Embankment materials shall be free of woody debris, brush, muck, sod, frozen material, and other deleterious materials.

Sidecast includes any road generated excess excavation material which is not essential as part of the road prism, is not compacted, and is below the roadway. Sidecast shall not be placed where it will enter a stream course. Leaving sidecast below the road is only permissible if specifically allowed in "Full Bench and End Haul Requirements" in this Exhibit.

ROAD WIDTH LIMITATIONS. PURCHASER shall obtain advance written approval from STATE to construct the road to a greater width than specified.

Curve Widening. Widen the inside shoulder of all curves as specified in the plans or as follows: $400 \text{ divided by the radius of the curve equals the amount of extra width.}$

DRAINAGE

Subgrade. Subgrade shall be crowned or outsloped at 4 to 6 percent as shown on the "Forest Road Specifications" table in this Exhibit.

Ditchouts. Construct ditchouts to drain away from subgrade at locations marked in the field or as directed by STATE.

EXHIBIT E

SPECIFICATIONS FOR BRUSH AND SLASH SHOVEL PILING

Description of Work to be Done

Areas designated for work under the contract shall be treated according to the specifications given below:

Clearing - Brush, logging Slash, and other debris shall be cleared from planting sites and piled in windrows or piles, so that 80 percent or more of the soil organic layer is exposed. All woody vegetation other than trees is defined as brush in this exhibit.

Piles - Piles shall be located inside the project area designated for piling and shall be more than 30 feet from any edge or standing conifer tree. All piles shall be compact and contain a minimum of soil. Height of the piles shall be no less than eight (8) feet. Diameter of piles shall be no less than ten feet. Piles shall be located in the center of the landing. Landing piles should be avoided within 500 feet of the highway.

Conifer Trees - shall be saved, unless otherwise directed by STATE.

Protective Measures - shall comply with Oregon Forest Practice Rules issued per ORS 527.610 to 527.992. Examples of protective measures are: (1) waterbarring tractor trails where necessary to prevent runoff toward streams; (2) not windrowing in streams or streamways; and (3) leaving Stream Buffers along designated streams.

Work specifications may be modified or waived only upon written notice from STATE.

EXHIBIT E

SPECIFICATIONS FOR BRUSH AND SLASH SHOVEL PILING

Equipment Type, Equipment Operation, and Conduct of Work

The specifications given below are requirements for equipment type, equipment operation, and conduct of work under the contract.

Shovel - shall be a track-mounted machine with a ground-pressure rating of not more than 6.8 PSI and a net horsepower of 70 or more. The machine shall be capable of a minimum horizontal reach of 26 feet and a minimum vertical reach of 16 feet.

- Excavator-shovel: Bucket shall be a hydraulically controlled, "clamshell-style bucket with rake arms," with a 360-degree continuous rotation, and tooth length on rake arm shall be greater than 12 inches long, unless otherwise approved in writing by STATE. "Clamshell-style bucket with rake arms" shall be hydraulically controlled to operate bucket in a horizontal position for piling Slash.
- Cat: Blade shall be hydraulically controlled, with the ability to tilt and move side to side. Machine shall be track mounted and able to push fire trail at least 8 feet wide around slash piles once they are completed. Unless otherwise approved in writing by STATE.

Equipment	Rate	Hours	Appraised Value
Excavator/Shovel	\$150.00/Hour	7	\$1,050.00
Cat	\$150.00/Hour	7	\$1,050.00
Total Value			\$2,100.00

Operator - must be experienced in operating similar equipment on land clearing operations, be able to operate the equipment proficiently, and pile the debris on the area as directed by STATE.

Support - including transport, other equipment, replacements, supplies, maintenance, and repairs shall be furnished as required to complete work; and shall be furnished without cost to STATE, other than as agreed under the contract terms.

Work Scheduling - work shall be accomplished only during favorable weather conditions and started within 14 calendar days after completion of yarding activities on the Timber Sale Area. Operations shall provide for continual operation until contract work is completed, unless interrupted by poor weather, fire closures, or other uncontrollable circumstances. Equipment breakdowns shall be repaired without undue delay, and provision shall be made for replacement of equipment to prevent prolonged delays. Piling operation shall not be allowed when operations might damage sites or affect stream flows. Any exception to these instructions must be authorized in writing by STATE.

STATE Representative - shall provide directions for the conduct of work according to specifications



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
Austin ODOT GNA
Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Cost Summary

	Conifer	Hardwood	Total
Gross Timber Sale Value	\$7,356.61	\$0.00	\$7,356.61
		Project Work:	(\$1,553.82)
		Advertised Value:	\$5,802.79



Timber Sale Appraisal Austin ODOT GNA Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Timber Description

Location: T11S R35E Sec 33, 34

Stand Stocking: 20%

Specie Name	AvgDBH	Amortization (%)	Recovery (%)
Douglas - Fir	14	0	95
Grand Fir	14	0	95
Ponderosa Pine	13	0	95
Lodgepole Pine	7	0	95
Western Larch	9	0	95

Volume by Grade	Camprun	Short Poles	Total
Douglas - Fir	3	0	3
Grand Fir	3	0	3
Ponderosa Pine	4	0	4
Lodgepole Pine	83	137	220
Western Larch	13	6	19
Other	0	0	0
Total	106	143	249

Comments: Pond Values Used: Local Pond Values, January 2025
Log Markets: Parma, Pilot Rock, La Grande, Elgin, Pendleton
Road Maintenance: \$724.00
Project work: Road Improvement \$1553.82
Total Project work = \$1553.82

Slash Piling(7 landings. 1 hour per landing for shovel. 1 hour per landing for Cat \$150 per hour.)(14hr x \$150/hr)\$2100



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
Austin ODOT GNA
Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Logging Conditions

Combination#: 1	Douglas - Fir	100.00%
	Grand Fir	100.00%
	Ponderosa Pine	100.00%
	Lodgepole Pine	100.00%
	Western Larch	100.00%
Logging System:	Wheel Skidder	Process: Feller Buncher
yarding distance:	Medium (800 ft)	downhill yarding: No
tree size:	Small / Thinning 9in (70 Bft/tree), 20+ logs/MBF	
loads / day:	20	bd. ft / load: 4000
cost / mbf:	\$125.00	
machines:	Log Loader (B)	
	Stroke Delimber (B)	
	Feller Buncher w/ Delimber	
	Tire Skidder	



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
Austin ODOT GNA
Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Logging Costs

Operating Seasons: 1.00	Profit Risk: 10%
Project Costs: \$1,553.82	Other Costs (P/R): \$0.00
Slash Disposal: \$2,100.00	Other Costs: \$0.00

Miles of Road

Road Maintenance: \$0.00

Dirt	Rock (Contractor)	Rock (State)	Paved
0.0	0.0	0.0	0.0

Hauling Costs

Species	\$ / MBF	Trips/Day	MBF / Load
Douglas - Fir	\$0.00	2.0	4.0
Grand Fir	\$0.00	2.0	4.0
Ponderosa Pine	\$0.00	2.0	4.0
Lodgepole Pine	\$0.00	2.0	4.0
Western Larch	\$0.00	2.0	4.0
Other	\$0.00	0.0	0.0



Timber Sale Appraisal
Austin ODOT GNA
Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Logging Costs Breakdown

Logging	Road Maint	Fire Protect	Hauling	Other P/R appl	Profit & Risk	Slash Disposal	Brand & Paint	Other	Total
Douglas - Fir									
\$125.00	\$0.00	\$17.63	\$164.06	\$0.00	\$30.67	\$8.43	\$0.00	\$0.00	\$345.79
Grand Fir									
\$125.00	\$0.00	\$17.63	\$164.06	\$0.00	\$30.67	\$8.43	\$0.00	\$0.00	\$345.79
Ponderosa Pine									
\$125.00	\$0.00	\$17.63	\$164.06	\$0.00	\$30.67	\$8.43	\$0.00	\$0.00	\$345.79
Lodgepole Pine									
\$125.00	\$0.00	\$17.63	\$164.06	\$0.00	\$30.67	\$8.43	\$0.00	\$0.00	\$345.79
Western Larch									
\$125.00	\$0.00	\$17.63	\$164.06	\$0.00	\$30.67	\$8.43	\$0.00	\$0.00	\$345.79
Other									
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Specie	Amortization	Pond Value	Stumpage	Amortized
Douglas - Fir	\$0.00	\$440.00	\$94.21	\$0.00
Grand Fir	\$0.00	\$335.00	(\$10.79)	\$0.00
Ponderosa Pine	\$0.00	\$288.33	(\$57.46)	\$0.00
Lodgepole Pine	\$0.00	\$371.00	\$25.21	\$0.00
Western Larch	\$0.00	\$440.00	\$94.21	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00



Timber Sale Appraisal
Austin ODOT GNA
Sale KL-341-2025-GF8024-01

District: Central

Date: February 03, 2025

Summary

Amortized

Specie	MBF	Value	Total
Douglas - Fir	0	\$0.00	\$0.00
Grand Fir	0	\$0.00	\$0.00
Ponderosa Pine	0	\$0.00	\$0.00
Lodgepole Pine	0	\$0.00	\$0.00
Western Larch	0	\$0.00	\$0.00
Other	0	\$0.00	\$0.00

Unamortized

Specie	MBF	Value	Total
Douglas - Fir	3	\$94.21	\$282.63
Grand Fir	3	(\$10.79)	(\$32.37)
Ponderosa Pine	4	(\$57.46)	(\$229.84)
Lodgepole Pine	220	\$25.21	\$5,546.20
Western Larch	19	\$94.21	\$1,789.99
Other	0	\$0.00	\$0.00

Gross Timber Sale Value

Recovery: \$7,356.61

Prepared By: Lane Osborn

Phone: 541-233-3833

Austin ODOT- GNA

KL-341-2025-GF8024-01

Other Costs

Road Maintenance

Move-in cost (grader):	\$400.00
Number of Miles to be Bladed:	1.2
Number of Bladings:	1
Total Miles:	1.2
Miles/Hour for Equipment:	0.5
Cost/Hour (grader with operator):	\$135.00
Total Grading Hours:	2.4
Grading Cost:	\$324.00
Total Cost:	\$724.00
Cost/Mbf:	\$2.91

LP	220 MBF	88%	Average Load	4.0 MBF	No. of Loads	55
WL	19 MBF	8%	Average Load	4.0 MBF	No. of Loads	5
PP	4 MBF	2%	Average Load	4.0 MBF	No. of Loads	1
DF	3 MBF	1%	Average Load	4.0 MBF	No. of Loads	1
WF	3 MBF	1%	Average Load	4.0 MBF	No. of Loads	1

TOTAL	249 MBF
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Total Loads	62
--------------------	-----------

Assume:	10	Trucks/Day
	2	Trips/Day
	20	Loads Per Day
	3	Hauling Days

LP	1620 Tons	89%	Average Load	30 Tons	No. of Loads	54
WL	127 Tons	7%	Average Load	30 Tons	No. of Loads	4
PP	36 Tons	2%	Average Load	30 Tons	No. of Loads	1
DF	27 Tons	1%	Average Load	30 Tons	No. of Loads	1
WF	19 Tons	1%	Average Load	30 Tons	No. of Loads	1

TOTAL	1829 Tons
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Total Loads	61
--------------------	-----------

Assume	10 Trucks/Day
	2 Trips/Day
	20 Loads Per Day
	3 Hauling Days

Austin ODOT- GNA
KL-341-2025-GF8024-01
Project Costs

Project #1 Road Improvement

Improvement

Move in Cost: \$500

	Points	Distance (ft)	Feet/Hour	Hours	Cost/Hour	Cost
Open/Clear/Shape	A to B	964.43	1000	0.96	\$150.00	\$144.66
Open/Clear/Shape	B to C	4081	1000	4.08	\$150.00	\$612.15
Open/Clear/Shape	C to D	607.09	1000	0.61	\$150.00	\$91.06
Open/Clear/Shape	E to F	1136.86	1000	1.14	\$150.00	\$170.53
Open/Clear/Shape	F to G	236.11	1000	0.24	\$150.00	\$35.42
Total Open/Shape/Clear		7025.49		7.03		\$1,053.82
		per MBF				\$4.23
		per Ton				\$0.58

Project #1 Road Improvement Summary

Total Move In:	\$500
Total Improvement:	\$1,053.82
Total:	\$1,553.82
per MBF	\$6.24
per Ton	\$0.85

Cost Summary All Projects

Project #1 Road Improvement	\$1,553.82
Total Cost	\$1,553.82
per MBF	\$6.24
per Ton	\$0.85

Austin ODOT GNA

KL-341-2025-GF8024-01

Cruise Report



SALE NAME: Austin ODOT - GNA

Legal Description:

T. 11S R. 35E section 33 and 34

BOUNDARY LINES:

Unit boundaries are marked with boundary trees having STATE Timbersale tags, wrapped in blue flagging and painted with an Orange Band.

ACREAGE

Gross Sale Acreage: 86.18 Acres

Exclusion Acreage: 29.56 Acres

Net Sale Acreage: 56.62 Acres

Mapping was accomplished using georeferenced Avenza pdf maps with the data processing through ArcGIS Pro.

TREATMENT:

The Timber Sale is a purchaser select, partial cut harvest. Only trees 21-inch DBH and under shall be felled.

VOLUME CALCULATIONS:

MBF Scribner (East)

CRUISE METHOD:

Variable Plot Cruise Method (Measure Plot Sampling). Every plot on the sale area will be a measured plot. Plots shall be cruised beginning at North for tree 1 and continue clockwise for all remaining trees in the cruise plot. Dead trees within the plot shall not be designated for removal and not recorded on the cruise card. Plots with no harvest trees shall have NULL written in the comments section on the cruise card. Border line trees will be determined in or out by calculating Critical Limiting Distance. DBH will be measured at 4 ½ feet above the natural forest floor from the uphill side of the tree.

BASAL AREA FACTOR:

Basal area factor was determined to be 10BAF for the entire sale area, with an average target of 50BA after harvest across the whole stand.

PLOT DESIGNATION:

Plots are to be marked at plot center with a pin flag and marked with the unit and plot number. All plots shall be marked with pink flagging to the nearest tree to plot center to allow the plot to be seen visually from a distance. All plot locations are on the cruising map for this timber sale in the Field maps application.

SAMPLE SIZE CALCULATIONS:

AREA	CV%	DESIRED SE%	ACRES
Area 1	69.2%	13%	56.62

$$\text{Number of Plots} = \frac{T^2 C^2}{A^2}$$

C = Coefficient of Variation in Percent (Taken from inventory data)

T = Number of Standard Errors

A = Desired Sampling Error for a sale of this size and value

$$N = \frac{(1)^2(69.2)^2}{(13)^2} = 28 \text{ plots}$$

Measurements and Grading:

- Every plot is a measure plot.
- DBH and Height were measured on all “in” trees for measure plots.
- Pulp volume and sawlog volume cruised.
- All trees were graded using the segment system.
- All submerch material trees were cruised to a 3” top

SPECIES PREFERENCE:

Western Larch>Ponderosa Pine>Douglas Fir>Lodgepole pine & Grand Fir.

TREE HEIGHT:

All trees were measured to a fixed diameter outside bark. This height is usually taken as high up the bole as possible, where the cruiser can clearly see the bole, and the taper remains constant (usually 6 or 8 inches). The log segments are broken out and graded accordingly. All submerch trees were measured to a fixed diameter outside bark of 3 inches.

MINIMUM D.B.H:

5.0" DBH minimum for all submerch/post & pole material and 8.0" minimum DBH for all saw log material.

DIAMETER STANDARDS:

1" diameter class

BTR:

Standard ratios were used. A Bark thickness ratio (BTR) of 0.92 was applied for all Ponderosa Pine, western larch, and fir. A BTR of 0.30 was used for all lodgepole pine measure trees.

FORM FACTOR:

Form factor was measured or estimated at 16' for each tree. Each tree was assigned its own FF.

Bar Scale Method:
$$\frac{DOB * BTR}{DBH} * 100 = FC$$

FORM POINT:

All trees were sighted at DBH.

VOLUME COMPUTATION:

All cruise data was input and run at the district on Atterbury's Super Ace program.

FINAL CRUISE RESULTS:

CV%	SE%	ACRES
69.2	14.4%	56.62

TIMBER DESCRIPTION

SAWLOG VOLUME:

This volume was obtained from the variable plot cruise. All material graded camprun. See grade table for minimum standards.

TOTAL SAWLOG VOLUME

Species	Ave. DBH (inches)	Acres	Gross Vol/Acre (BF)	Net Vol/Acre (BF)	Net Sale Vol (MBF)
Lodgepole Pine	7.3	56.62	1589	1464	83
Western Larch	8.9	56.62	260	231	13
Ponderosa Pine	12.6	56.62	85	74	4
Douglas Fir	14.3	56.62	67	57	3
White Fir	14.3	56.62	49	45	3
Totals			2050	1871	106

TOTAL NET SAWLOG VOLUME: 106 MBF

GREEN PULP VOLUME:

This volume was obtained from the variable plots cruise. All post and pole material was graded as green pulp when input into the Atterbury SuperACE program, see grade table for minimum standards.

TOTAL GREEN PULP/POLE VOLUME

Species	Ave. DBH (inches)	Acres	Net Vol/Acre (BF)	Net Sale Vol (MBF)
Lodgepole Pine	7.3	56.62	2427	137
Western Larch	8.9	56.62	103	6
Totals			2530	143

TOTAL GREEN PULP VOLUME: 143 MBF

TON VOLUME:

This volume was obtained from the variable plots cruise. Reports and conversions from MBF to Tons were obtained using the Atterbury SuperACE Tons report based on the variable plot cruise data. All post and pole material was graded as green pulp when put into the SuperACE program, see grade table for minimum standards.

TOTAL TON VOLUME

Species	Ave. DBH (inches)	Acres	Grade	Tons
Lodgepole Pine	7.3	56.62	Camprun	643
			Green Pulp/Pole	977
Western Larch	8.9	56.62	Camprun	91
			Green Pulp/Pole	36
Ponderosa Pine	12.6	56.62	Camprun	36
			Green Pulp/Pole	0
Douglas/White Fir	14.3	56.62	Camprun	46
			Green Pulp/Pole	0
Totals			Camprun	816
			Green Pulp/Pole	1013

TOTAL TON VOLUME: 1829 Tons

TC TLOGSTVB				Log Stock Table - MBF Project: AUSTIN															
T011 R035 S33 TVARI												T011 R035 S33 TVARI							
Twp	Rge	Sec	Tract	Type		Acres	Plots	Sample Trees				Page 1							
011	035	33	GNA	VARI		56.60	24	104				Date 3/13/2025							
												Time 6:07:59AM							
S Spp	So T	Gr rt	Log de Len	Gross MBF	% Def	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
								2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
LP	CR	CR	16	90	7.9	83	37.6			76	7								
LP	CR	GP																	
LP	CR	GP	6																
LP	CR	GP	7	3		3	1.4	2		1									
LP	CR	GP	8	4		4	1.8	4											
LP	CR	GP	9	9		9	4.3	9											
LP	CR	GP	10	5		5	2.1	4		1									
LP	CR	GP	11	2		2	.8		2										
LP	CR	GP	12	5		5	2.3		5										
LP	CR	GP	13	4		4	1.7	2	1										
LP	CR	GP	14	14		14	6.1	6	4	4									
LP	CR	GP	15	11		11	4.8	1	9		1								
LP	CR	GP	16	18		18	8.3	5	14										
LP	CR	GP	17	4		4	1.9		4										
LP	CR	GP	18	23		23	10.3	4	18	1									
LP	CR	GP	19	14		14	6.4	2	10		2								
LP	CR	GP	20	16		16	7.3	2	13	1									
LP	CR	GP	21	6		6	2.8	2	5										
LP	Totals			227	3.1	220	88.4	43	84	84	10								
WL	CR	CR	16	15	11.2	13	69.1			1	3	5	3						
WL	CR	GP																	
WL	CR	GP	8	1		1	4.9	1											
WL	CR	GP	13	1		1	4.3	1											
WL	CR	GP	14	2		2	8.6		2										
WL	CR	GP	15	2		2	8.1	2											
WL	CR	GP	18	1		1	4.9		1										
WL	Totals			21	8.0	19	7.6	3	3	1	3	5	3						
PP	CR	CR	16	5	12.4	4	100.0			2	1	1							
PP	Totals			5	12.4	4	1.7			2	1	1							
DF	CR	CR	16	4	16.0	3	100.0			0	1	2							
DF	Totals			4	16.0	3	1.3			0	1	2							
WF	CR	CR	16	3	7.7	3	100.0			0	1	1							
WF	Totals			3	7.7	3	1.0			0	1	1							
Total All Species				259	3.9	249	100.0	46	86	88	16	10	3						

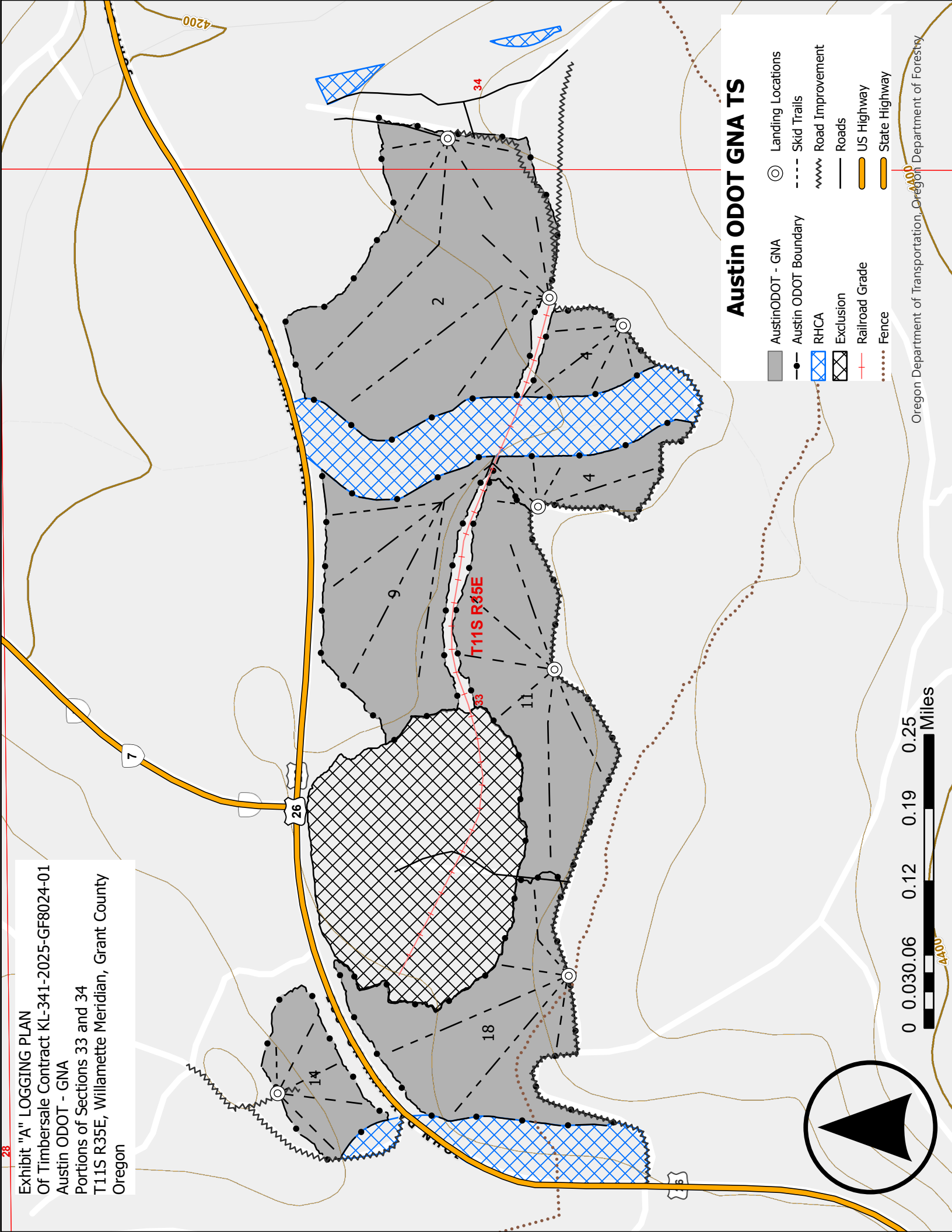
TC TLOGSTVT				Log Stock Table - TONS													
Project: AUSTIN																	
T011 R035 S33 TVARI														T011 R035 S33 TVARI			
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page	1								
011	035	33	GNA	VARI	56.60	24	104	Date	3/13/2025								
										Time	6:10:19AM						
S	So Gr	Log	Tons	% Spc	Tons by Scaling Diameter in Inches												
Spp	T	rt de			Len	2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
LP	CR	CR	16	643	39.7			565	79								
LP	CR	GP															
LP	CR	GP	6	5	.3	5											
LP	CR	GP	7	13	.8	7	5										
LP	CR	GP	8	18	1.1	18											
LP	CR	GP	9	59	3.6	59											
LP	CR	GP	10	33	2.1	25	8										
LP	CR	GP	11	15	.9	8	6										
LP	CR	GP	12	46	2.8	5	40										
LP	CR	GP	13	19	1.2	9	10										
LP	CR	GP	14	80	4.9	21	29	30									
LP	CR	GP	15	72	4.4	3	59		9								
LP	CR	GP	16	108	6.7	16	92										
LP	CR	GP	17	34	2.1		34										
LP	CR	GP	18	165	10.2	15	143	8									
LP	CR	GP	19	121	7.5	12	96		14								
LP	CR	GP	20	144	8.9	11	119	14									
LP	CR	GP	21	46	2.8	13	33										
LP	Totals			1,620	88.5	227	662	630	102								
WL	CR	CR	16	91	71.7			12	27	36	17						
WL	CR	GP															
WL	CR	GP	8	3	2.6	3											
WL	CR	GP	13	3	2.2	3											
WL	CR	GP	14	14	11.1		14										
WL	CR	GP	15	6	4.6	6											
WL	CR	GP	18	10	7.8		10										
WL	Totals			127	6.9	12	24	12	27	36	17						
PP	CR	CR	16	36	100.0			15	13	8							
PP	Totals			36	2.0			15	13	8							
DF	CR	CR	16	27	100.0			4	5	18							
DF	Totals			27	1.5			4	5	18							
WF	CR	CR	16	19	100.0			4	5	10							
WF	Totals			19	1.1			4	5	10							
Total All Species				1,830	100.0	239	686	664	152	72	17						

T	TSPCSTGR			Species, Sort Grade - Board Foot Volumes (Type)												Page		1		
				Project: AUSTIN												Date	3/13/2025			
																Time	6:07:58AM			
T011 R035 S33 TVARI														T011 R035 S33 TVARI						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt											
011	035	33	GNA	VARI	56.60	24	104	1	E											
S So Gr T rt ad Spp			% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
			Def%	Gross	Net	Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf			
LP	CR	CR	37	7.9	1,589	1,464	83	100				100				16	6	22	0.32	66.7
LP	CR	GP	63		2,427	2,427	137	92	8			95	5			12	4	9	0.15	266.6
LP	Totals		88	3.1	4,015	3,890	220	57	43			97	3			13	4	12	0.19	333.3
WL	CR	CR	69	11.2	260	231	13	76	24			100				16	9	42	0.60	5.5
WL	CR	GP	31		103	103	6	100				100				10	3	7	0.12	14.8
WL	Totals		8	8.0	363	334	19	31	52	17		100				12	5	16	0.29	20.4
PP	CR	CR	100	12.4	85	74	4	100				100				16	8	30	0.52	2.5
PP	Totals		2	12.4	85	74	4	100				100				16	8	30	0.52	2.5
DF	CR	CR	100	16.0	67	57	3	100				100				16	9	38	0.65	1.5
DF	Totals		1	16.0	67	57	3	100				100				16	9	38	0.65	1.5
WF	CR	CR	100	7.7	49	45	3	100				100				16	9	40	0.62	1.1
WF	Totals		1	7.7	49	45	3	100				100				16	9	40	0.62	1.1
Type Totals				3.9	4,580	4,400	249	53	46	1		97	3			13	4	12	0.20	358.7

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT	AUSTIN			DATE	3/13/2025		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
011	035	33	GNA	VARI	56.60	24	104	1	E		
				TREES	ESTIMATED	PERCENT					
					TOTAL	SAMPLE					
PLOTS		TREES	PER PLOT		TREES	TREES					
TOTAL		24	104	4.3							
CRUISE		24	104	4.3		7,785	1.3				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
SAMPLE		TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES		/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
LP PINE		90	127.4	7.3	39	13.8	37.5	4,015	3,890	833	833
WL		8	7.6	8.9	40	1.1	3.3	363	334	71	71
P PINE		3	1.4	12.6	37	0.4	1.3	85	74	21	21
DOUG-FIR		2	.7	14.3	43	0.2	.8	67	57	16	16
WHITE F		1	.4	14.3	61	0.1	.4	49	45	11	11
TOTAL		104	137.6	7.6	40	15.7	43.3	4,580	4,400	951	951
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
LP PINE		49.1	5.2	35	36	38					
WL		80.2	30.2	65	94	122					
P PINE		71.2	49.3	32	63	95					
DOUG-FIR		9.4	8.8	68	75	82					
WHITE F											
TOTAL		74.3	7.3	40	43	46	220	55	24		
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
LP PINE		55.6	5.9	8	8	9					
WL		80.1	30.2	15	21	27					
P PINE		63.5	44.0	10	17	25					
DOUG-FIR		13.5	12.6	18	21	24					
WHITE F											
TOTAL		77.9	7.6	9	10	11	242	61	27		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
LP PINE		82.3	17.1	106	127	149					
WL		269.8	56.2	3	8	12					
P PINE		289.2	60.3	1	1	2					
DOUG-FIR		341.4	71.1	0	1	1					
WHITE F		489.9	102.1		0	1					
TOTAL		76.6	15.9	116	138	159	244	61	27		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
LP PINE		69.1	14.4	32	38	43					
WL		275.0	57.3	1	3	5					
P PINE		270.3	56.3	1	1	2					
DOUG-FIR		338.8	70.6	0	1	1					
WHITE F		489.9	102.1		0	1					
TOTAL		56.4	11.7	38	43	48	132	33	15		
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		

TC TSTATS				STATISTICS			PAGE	2	
				PROJECT AUSTIN			DATE	3/13/2025	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
011	035	33	GNA	VARI	56.60	24	104	1	E
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15
LP PINE		80.9	16.9	3,235	3,890	4,546			
WL		288.9	60.2	133	334	535			
P PINE		291.9	60.8	29	74	120			
DOUG-FIR		344.9	71.9	16	57	97			
WHITE F		489.9	102.1		45	91			
TOTAL		69.2	14.4	3,766	4,400	5,035	200	50	22
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15
LP PINE		74.0	15.4	704	833	961			
WL		306.2	63.8	26	71	116			
P PINE		284.5	59.3	8	21	33			
DOUG-FIR		338.9	70.6	5	16	27			
WHITE F		489.9	102.1		11	23			
TOTAL		62.1	12.9	828	951	1,074	161	40	18

Exhibit "A" LOGGING PLAN
Of Timbersale Contract KL-341-2025-GF8024-01
Austin ODOT - GNA
Portions of Sections 33 and 34
T11S R35E, Willamette Meridian, Grant County
Oregon



Austin ODOT GNA TS

- AustinODOT - GNA
- Austin ODOT Boundary
- RHCA
- Exclusion
- Railroad Grade
- Fence
- Landing Locations
- Skid Trails
- Road Improvement
- Roads
- US Highway
- State Highway

