

NOTICE OF TIMBER SALE

Recovery Timber Sale

NAME/NO.: Kilchis Company

TL-341-2026-W00958-01

AUCTION DATE/TIME: April 14, 2026, starting at 10:00 AM

AUCTION LOCATION: Tillamook
 5005 THIRD ST
 TILLAMOOK, OR 97141-2999
 (503) 842-2545 FAX: (503) 842-3143

DISTRICT/ OFFICE (MAILING ADDRESS FOR BIDS): Tillamook
 5005 THIRD ST
 TILLAMOOK, OR 97141-2999
 (503) 842-2545 FAX: (503) 842-3143

HARVEST TYPE: Unit 1 is 103 acres approximately 53 years old.

LOCATION: Portions of Section(s) 2 of T2N R9W, Section(s) 2 of T1N R9W W.M.,
 Tillamook County, Oregon.

DIRECTIONS TO TIMBER SALE AREA: From Tillamook go North on Highway 101 approximately 5 miles turn right onto Alderbrook Rd travel 2.5 miles before turning right onto Kilchis River Rd. Travel 9.5 mile before turning right onto Whitney Creek Rd follow Whitney Creek Road for 2 miles before the start of Unit 1.

APPRAISED VOLUMES AND QUALITY:

Conifer/Hwd	Species Group	Species	Product	AVG DBH	Grade	Volume	UOM	Diam. From	Diam. To	Length From	Length To
Conifers	Douglas-fir	Douglas-fir	Sawlog	17"	2 M	351	MBF				
Conifers	Douglas-fir	Douglas-fir	Sawlog		3 M	819	MBF				
Conifers	Western hemlock	Western hemlock	Sawlog	18"	2 M	83	MBF				
Conifers	Western hemlock	Western hemlock	Sawlog		3 M	28	MBF				
Conifers	Sitka Spruce	Sitka Spruce	Sawlog	27"	2 M	51	MBF				
Conifers	Sitka Spruce	Sitka Spruce	Sawlog		3 M	35	MBF				
Hardwood	Red alder	Red alder	Sawlog	15"	CR	221	MBF				
Sale Total:						1,588	MBF				

MINIMUM BID:

	Species Category	Species Group	Species	Product	Grade	Volume	Diameter From	Diameter To	Length From	Length To	Price	UOM
Bid	Conifers	Douglas-fir	Douglas-fir			1170					\$318.44	MBF
No-Bid	Conifers					111					\$113.39	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$159.22	MBF
No-Bid	Conifers			Utility	PC	0					\$159.22	MBF
No-Bid	Conifers	Cedar				0					\$819.00	MBF
No-Bid	Conifers	Spruce				86					\$95.14	MBF
No-Bid	Hardwood					221					\$34.13	MBF
No-Bid	Hardwood			Pulp		0					\$2.50	TON

All Utility logs are set at price above, which means material will be charged at the highest rate for that species.

In order to compensate PURCHASER for Project Work, ODF will credit PURCHASER's timber account in the amount of \$286,340.00 after the project work is completed and accepted, as described in Section 2630, "Credit for Project Work."

The Timber Sale Areas 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 \$286,340.00 whichever is greater, not to exceed \$500,000. Actual bond amount will be rounded up to an even \$1,000 unit.

EXPIRATION DATE: 10/31/2028 BID METHOD: Sealed Bids

BID DEPOSIT: \$11,400.00 SALE TYPE: Recovery / BOF: 100.00%
CSL: 0.00%

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: Unit 1: 0% Ground-based, 100% Cable

PROJECTS: 1 - Improve, Surface Rock Replacement, and Maintenance 17.09 miles of roads
2 - Brush 6.70 miles of road
3 - Seeding & mulching
4 - Move in equipment

FEES: N/A

ENDANGERED SPECIES ACT COMPLIANCE STATEMENT: Purchasers are required to comply with all federal and state laws, including but not limited to the federal and State Endangered Species Act.

The Oregon Department of Forestry (ODF) is engaged in an active threatened and endangered (T&E) species survey program. ODF surveys its lands on a continuing basis for land management, species protection, research, and other reasons. Surveying efforts may take place in the Timber Sale Area anytime during the term of the Contract. Purchaser acknowledges that T&E survey work or the discovery of a threatened or endangered species within or in the vicinity of a timber sale may affect PURCHASER's Operations under the Contract, and PURCHASER agrees to cooperate with STATE's survey work and other activities designed to identify and protect T&E species. In the event any T&E species is found within or in the vicinity of the Area(s) of Operations, or the State otherwise deems it necessary or expedient to take action in response to any pending or threatened legal action concerning State forest land or any T&E species, PURCHASER agrees that STATE may take steps to protect the interests of the State, including imposing restrictions on PURCHASER's Operations under the Contract to prevent disturbance to T&E species, including Contract modification, suspension, or termination.

PURCHASER also acknowledges that at some point during the Contract term, the STATE may also become subject to terms and conditions of Incidental Take Permits issued by the federal government covering State forest lands. PURCHASER agrees that any Operations that occur following issuance of an Incidental Take Permit, if any, must be carried out consistent with such terms and conditions that include required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan, and PURCHASER further agrees that STATE may take steps to protect the interest of the State, including imposing restrictions on PURCHASER's Operations under the Contract to ensure such compliance, including Contract modification, suspension, or termination.

Prospective purchasers are encouraged to contact the Tillamook ODF District at (503) 842-2545 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. SEASONAL RESTRICTIONS APPLY - SECTION 2455.**

If yarded to the landing, pulp removal is required.

There is a midpoint payment (Section 1751).

The Unit has an early felling requirement (Section 2310).

Early felling may be waived upon ODF receiving the Incidental Take Permit.

Utility lines are present on Road segment EE to FF (Section 2420).

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 government regulatory actions.

TIMBER SALE NAME: **Kilchis Company**

TIMBER SALE NO.: **TL-341-2026-W00958-01**

OPENING DATE: **April 14, 2026**

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

Douglas-fir, sawmill grade or better, _____

_____ DOLLARS \$ _____ per MBF

NO - BID SPECIES:

No-Bid	Conifers					111					\$113.39	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$159.22	MBF
No-Bid	Conifers			Utility	PC	0					\$159.22	MBF
No-Bid	Conifers	Cedar				0					\$819.00	MBF
No-Bid	Conifers	Spruce				86					\$95.14	MBF
No-Bid	Hardwood					221					\$34.13	MBF
No-Bid	Hardwood			Pulp		0					\$2.50	TON

Enclosed is a bid deposit as required, consisting of a _____ in the amount of \$11,400.00, 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. **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 _____

BY _____
(Signature of Authorized Official & Title)

COMPLETE PURCHASER'S STATUS ON NEXT PAGE

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) name company
 an individual

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 STATE TIMBER

_____ hereby certifies that they:

EXPORT

- (a) Will not directly or indirectly export the unprocessed State timber as defined in OAR 629-031-0020 which is the subject of this transaction.
- (b) 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).
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Have not directly or indirectly exported unprocessed timber originating from private lands in Oregon in the last 24 months, **or if bidding only on STATE hardwood timber or logs, HAVE** exported unprocessed timber originating from private lands in Oregon in the last 24 months, but **HAVE NOT** exported unprocessed **hardwood** timber originating from private lands in Oregon in the last 24 months and meet the requirements of OAR 629-031-0010(2).

DEFAULT, TERMINATION, 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) If (b) 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.]



Oregon

Tina Kotek, Governor

Department of Forestry
State Forester's Office
2600 State St
Salem, OR 97310-0340
503-945-7200
www.oregon.gov/ODF



"STEWARDSHIP IN
FORESTRY"

Updated Biological Survey Report

Project: Kilchis Company
Date: March 20, 2026
To: Nick Stumpf, Nathan Atchison
CC: Kate Skinner, District Sale File
From:  Digitally signed by Matt Gostin
Date: 2026.03.20 09:41:59 -07'00'

Habitat Suitability

This sale contains potentially suitable habitat for northern spotted owls within all sale units. There is potentially suitable habitat for marbled murrelets within and adjacent to the sale.

Survey Results

This sale was covered by northern spotted owl operational survey coverage in 2023. This sale was covered by a combination of operational, density, and ARU (Autonomous Recording Units) surveys in 2024 and 2025¹⁻⁴. Northern spotted owls were not observed during these surveys.

This sale was partially surveyed for marbled murrelets in 2020 and 2021. The rest of the sale was surveyed for marbled murrelets in 2021 and 2022. These surveys were conducted using a protocol developed by the Pacific Seabird Group⁵. Marbled murrelets were not detected during these surveys.

¹ Oregon Department of Forestry, November 1, 2017. 1.2, Northern Spotted Owl Policy

² U.S. Fish and Wildlife Service. 2012. Protocol for surveying proposed management activities that may impact northern spotted owls. 42pp.

³ Forsman, E. D. 1995. Spotted Owl Monitoring Protocols for Demographic Studies. U.S. Department of Agriculture. Pacific Northwest Research Station. Corvallis, OR. 11 pp

⁴ U.S. Fish and Wildlife Service. 2021. Protocol for surveying proposed management activities that may impact northern spotted owls using passive autonomous recording unit methods. 65pp.

⁵ Evans Mack, D., W. P. Ritchie, S. K. Nelson, E. Kuo-Harrison, P. Harrison, T. E. Hamer, eds. 2003. Methods for surveying marbled murrelets in forests: a revised protocol for land management and research. Unpublished report for the Pacific Seabird Group Marbled Murrelet Technical Committee. 76 pp.

Known T&E Resources

There are no northern spotted owl activity centers or Marbled Murrelet Management Areas (MMMA) affecting this sale.

Operational Considerations

Due to the presence of barred owls, felling restrictions for spotted owl spot check surveys are not required for this sale at this time.

Northern spotted owl survey results will be valid until March 1, 2028.

Marbled murrelet survey results will be valid until April 1, 2027.

All timber should be felled by April 1, 2027.

Future Survey Plans

Spotted owl Spot checks of this sale will be conducted in spring of 2026. ODF has an active survey program and surveys for other planned operations, northern spotted owl density surveys, spot-check surveys, operational surveys, ARU surveys, and activity center monitoring may be conducted within 3 miles of this sale during the life of the contract.

Kilchis Company Timber Sale Contract No. TL-341-2026-W00958-01
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County	BOF	CSL	Tax Codes
Tillamook	100.00%	0.00%	5600

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

TIMBER SALE CONTRACT

SALE NAME: Kilchis Company
CONTRACT NO: TL-341-2026-W00958-01
ODF DISTRICT: Tillamook

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 NEW PURCHASER ("PURCHASER"). The Contract shall be effective as of the latest date signed below. The parties do hereby agree as follows:

- (a) 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;
- (b) 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;
- (c) 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);
- (d) 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);
- (e) 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
 DEPARTMENT OF FORESTRY

 Chief, State Forests Division

PURCHASER:
 NEW PURCHASER (SEAL)
 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 4-1/2 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 4-1/2 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.

Equipment Restriction Zone - designated areas adjacent to a stream with special management or operational requirements. Equipment Restriction Zones are 35 horizontal feet on either side of both perennial and seasonal streams.

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.

Fixed Price Product - any specific specie(s) or product(s) that is not the primary material being sold in a timber sale, and is sold at a fixed (lump sum) price. A Fixed Price Product is billed to the PURCHASER based on percentage of harvest completed, as determined by STATE.

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 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 Board of Forestry 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, 1752, or 1753, "Payment Schedule.

This is a sale of "State Timber" as defined in OAR 629-031-0005 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 Amendments Act of 1993, which authorizes Oregon and other western states to prohibit the export of unprocessed timber from public lands, and with ORS 526.801 through 526.831 and OAR 629-031-0005 through 629-031-0045, 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 STATE, 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 **10/31/2028** 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. PURCHASER shall comply with the following requirements:

- (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, 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 Oregon Board of Forestry, 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 Oregon Board of Forestry, 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 without limitation any claim based upon an alleged failure to obtain or comply with the terms of 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 of 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 State 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 any agency of the State of Oregon, 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 STATE 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 State land and existing at the time of execution of the Contract and any Improvements placed on State land by PURCHASER which become the property of STATE 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 STATE, all equipment, materials, and other property PURCHASER has placed or caused to be placed thereon that is not to become the property of STATE. 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 STATE and may be used or otherwise disposed of by STATE 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 Slash, waste materials, and such, in accordance with the provisions of this Contract and applicable law. PURCHASER shall indemnify STATE for any cost or expense incurred by STATE 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 Species Protection Efforts; Compliance with Incidental Take Permit(s), if any. STATE must comply with federal Endangered Species Act (ESA), including without limitation taking measures necessary to determine the presence of threatened and endangered (T&E) species on State forest lands and to protect such species from disturbance. 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, including the federal ESA, governing T&E species.

- (a) PURCHASER acknowledges that legal challenges involving T&E species may occur and may affect PURCHASER's Operations under the Contract, and PURCHASER agrees to cooperate with STATE's efforts to respond, as the STATE deems necessary or expedient, to the listing of new species, or pending and threatened legal action concerning State forest land and any T&E species, including without limitation compliance with terms and conditions of any incidental take Permit(s) that include required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan.

- (b) STATE is engaged in an active T&E survey program. As part of the survey program, ODF surveys its lands on a continuing basis for land management, species protection, research, and other reasons. Surveying efforts may take place in the Timber Sale Area any time during the term of the Contract. PURCHASER acknowledges that T&E survey work or the discovery of a T&E species within or in the vicinity of the Timber Sale Area, or both, may affect PURCHASER's Operations under the Contract, and PURCHASER agrees to cooperate with STATE's survey work and other activities designed to identify and protect T&E species. In the event a T&E species is found within or in the vicinity of the Area(s) of Operations, or the STATE otherwise deems it necessary or expedient to take action in response to any pending or threatened legal action concerning State forest land and any T&E species, PURCHASER agrees that STATE may take steps to protect the interests of the State, including imposing restrictions on PURCHASER's Operations under the Contract to prevent disturbance to T&E species, or Contract modification, suspension, or termination.
- (c) PURCHASER acknowledges that at this time, or at some point during the Contract term, the STATE is also, or may become, subject to terms and conditions of an incidental take Permit(s) issued by the federal government covering State forests lands or Areas of Operations, or both. PURCHASER agrees that any Operations under the Contract that occur following issuance of an incidental take Permit(s), if any, must be carried out consistent with such terms and conditions that include required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan, and PURCHASER further agrees that STATE may take steps to protect the interests of the STATE, including without limitation imposing restrictions on PURCHASER's Operations under the Contract to ensure such compliance, or Contract modification, suspension, or termination; provided however that this allowance does not relieve PURCHASER of its own independent obligation to comply with all Permits pursuant to Section 1610.
- (d) PURCHASER further agrees that in the event of Contract modification, suspension, or termination under this Section 1520, PURCHASER's sole remedy will be to submit a request for a modification of the Contract under Section 1540, "Contract Modifications" for financial reimbursement for work already completed at time of Notice of Suspension covered under Section 2610, Project Work and Section 2630, Credit for Project Work.

PURCHASER acknowledges and agrees that in no event is PURCHASER entitled to, nor is the STATE 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 T&E species considerations or compliance with terms and conditions of an incidental take Permit(s), or Contract modification, suspension, or termination 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:

- (a) shall be accompanied by the written consent to an extension of the security by PURCHASER's surety;
- (b) shall state the date to which the extension is desired, the Area(s) of Operations to be affected, and the reason(s) for the extension; and
- (c) 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:

- (1) 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.

- (2) 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 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.
- (3) 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.
- (4) There will be a required payment of an Administrative Fee of \$250.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) PURCHASER-funded T&E species surveys by STATE-approved surveyors. STATE may require that Operations on the Timber Sale Area be suspended during the survey season until the completion of surveys, in order to ensure a valid survey. The survey season begins March 15 and ends August 31, or upon completion of survey visits, annually.

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 are 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. 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 subcontractors claim. PURCHASER shall forward the subcontractors 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 or 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. Issuance of an incidental take Permit(s) is not considered a change in law. 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 or 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 or 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) STATE-ordered identification protection of a state or federally listed threatened or endangered species;
- (g) STATE's determination that Operations may reasonably result in a violation of a term or condition of an incidental take Permit(s), which includes noncompliance with any required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan; or
- (h) Any reason considered by STATE to be in the public interest.

In the event a suspension of Operations under (d), (e), (f), (g), or (h) 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), (g), or (h) 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 Area(s) 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 1610. Permits; Licenses; Safety. PURCHASER shall procure all Permits and licenses, (except incidental take Permits that are obtained by STATE), 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. Provided further that PURCHASER shall comply with all terms and conditions of any Permits and licenses applicable to Areas of Operations, including without limitation any incidental take Permit(s) that include required minimization and mitigation measures proposed in the applicable Habitat Conservation Plan. 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, federal, and local laws, codes, regulations, and ordinances, including without limitation any Permit(s), license(s), or approval(s) issued thereunder. 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 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 Area(s) of Operations, and shall comply with the Contract and all applicable provisions of federal, state, and municipal safety laws or regulations designed to prevent accidents or injury to persons on, about, or adjacent to the Area(s) 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 Area(s) of Operations. Safety in the Area(s) of Operations is the sole responsibility of PURCHASER.

SECTION 1620. Workers Compensation Insurance (ORS 279.320). PURCHASER shall perform the Operations in accordance with the requirements of the Workers Compensation Law of the State of Oregon during the term of this Contract. In addition, PURCHASER, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers, unless such employers are exempt under ORS 656.126.

SECTION 1630. Threatened and Endangered Species. PURCHASER shall at all times observe and comply with all federal and state 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 including lawful regulations and permits or approvals issued thereunder, as well as local bylaws, ordinances, and regulations, which relate to threatened or endangered plant or animal species while performing Operations under this Contract. PURCHASER understands and agrees that the obligations in this Section include an obligation to comply with the specific terms and conditions of any incidental take Permit(s) that has been issued to the STATE, and any incidental take Permit(s) that may be issued to the STATE during the term of this Contract.

SECTION 1640. Identification and Protection of Cultural Resources. PURCHASER acknowledges that Archeological or Historical Resources may exist within the Timber Sale Area, including within an Area of Operations, and that the existence and location of such Resources may be unknown at the time this Contract is executed. PURCHASER shall exercise due care in its Operations to ensure that in the event any such Resources are discovered in the course of or as a result of PURCHASER's Operations such Resources shall be preserved in accordance with the requirements of ORS Chapter 358. Upon discovery of any material suspected to be of Archeological or Historical significance within an Area of Operations, PURCHASER shall immediately halt Operations and shall notify STATE of the potential existence of such material. PURCHASER shall not remove or disturb the material, or resume Operations in the vicinity of the material, until instructed by STATE to do so.

SECTION 1650. Protection of Soil, Air, and Water Resources. PURCHASER shall comply with Oregon 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 State timber. It is PURCHASER's sole responsibility to determine what tax liability may be incurred as a result of purchasing State timber, regardless of whether the State timber is growing or located on State-owned land or elsewhere. PURCHASER shall be responsible for paying all applicable timber harvest or severance taxes and shall indemnify and hold harmless the STATE against any tax claims arising from the purchase of State 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 Oregon tax laws. For purposes of this section, "Oregon tax laws" means those programs listed in ORS 305.380(4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane District Employer Payroll Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

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:

MINIMUM BID:

	Species Category	Species Group	Species	Product	Grade	Volume	Diameter From	Diameter To	Length From	Length To	Price	UOM
Bid	Conifers	Douglas-fir	Douglas-fir			1170					\$318.44	MBF
No-Bid	Conifers					111					\$113.39	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$159.22	MBF
No-Bid	Conifers			Utility	PC	0					\$159.22	MBF
No-Bid	Conifers	Cedar				0					\$819.00	MBF
No-Bid	Conifers	Spruce				86					\$95.14	MBF
No-Bid	Hardwood					221					\$34.13	MBF
No-Bid	Hardwood			Pulp		0					\$2.50	TON

All Utility logs are set at price above, which means material will be charged at the highest rate for that species.

Contingent Price Adjustment. As provided in Section 1020, "Sale of Timber," it is the policy of the State of Oregon, in accordance with the terms of current federal law and the Constitution and the laws of the State of Oregon, that unprocessed timber shall not be exported from lands owned or managed by the State or any of its political subdivisions or agencies. 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 law or state constitutional provision or 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 Purchase Price, an incremental amount equal to the difference between the Purchase Price set forth in this section and any higher price obtained by PURCHASER for the exported unprocessed timber.

The default provisions of OAR 629-032-0000 through 629-032-0070 shall not apply to 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 shall recover, in addition to the 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 State and its citizens. 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 Purchase Price divided by 6. The total estimated bid value shall be the sum obtained by multiplying the estimated timber volumes or weights 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 5 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.

The total Purchase Price shall be calculated after all log scale or weight is reported by multiplying prices in Section 1740, "Log Prices" by the scaled or weighted 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.

In addition, and notwithstanding the above schedule, a minimum of 50.00 percent of the estimated bid value is required and shall be paid on or before 08/10/2027.

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.

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 for 60 days after use. 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 scaler to record the Log Load Receipt number on the scale ticket that is signed by the scaler, attach the Scaler Receipt part to a copy of the scale ticket, and mail the scale ticket with the attached receipt to STATE on the date scaled.

PURCHASER shall account for each and every serially numbered Log Load Receipt. For all Log Load Receipts not accounted for by proof of scaling, 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 scaled from the Timber Sale Area, or Scaling Location, as determined by STATE.

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

Delivery Destination and Transfer of State 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 STATE timber by adhering to the terms and conditions contained in OAR 629-031-0005 through 629-031-0045.

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 for 60 days after use. 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 scaling, 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 Scaling Location, as determined by STATE.

PURCHASER shall not intermingle STATE 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 State 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 STATE timber by adhering to the terms and conditions contained in OAR 629-031-0005 through 629-031-0045.

SECTION 2020. Log Measurement - Sawlogs.

Scaling Locations, Rules, and Organizations: All saw logs from timber sold under this Contract shall be: (1) scaled at a location approved in writing by STATE; (2) scaled by a Third-Party Scaling Organization that is a party to a current agreement with STATE; and (3) scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and STATE special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 2055, "Utilization Scale."

Upon loading at the Timber Sale Area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. 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 scaling of saw logs removed from the Timber Sale Area (the "Scaling Agreement"). PURCHASER shall furnish STATE with a copy of the Scaling Agreement upon request. If logs are delivered when a TPSO scaler is not present, PURCHASER must provide STATE with a method to assure protection and accountability.

Unless other arrangements have been made through a Log Yard Agreement between PURCHASER and STATE, PURCHASER shall provide STATE with remote check scaling opportunities for logs scaled or 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 for scaling; i.e., if truck scaled or if the load was weighed, they shall be presented in bunks.

In the event scaling is suspended for any reason, hauling Operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

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 Scaling. All costs of scaling and all costs in connection with reports furnished to STATE shall be paid by PURCHASER.

The Scaling Agreement shall provide, and PURCHASER shall require, that the scaling organization furnish copies each week to STATE, of all scaled certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by STATE, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all STATE logs included on the certificate.

Scaling Instructions. The Scaling Agreement shall authorize STATE to provide instructions to the approved Third-Party Scaling Organization for the scaling 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.

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

Logs Damaged During Handling. Mechanical damage to logs shall be prevented during log handling. Deductions for handling damage shall not be allowed.

Add-Back Volume. Scaling deduction for deterioration due to delay in removal of logs from the Timber Sale Area shall not be allowed in determining net volume. Volume of material deteriorated due to delay in removal shall be reported to STATE and paid for at the Purchase Price. Any cost for separate reports shall be paid by PURCHASER.

Special Scaling Instructions. Segment scaling or grading of logs in excess of 40 feet in gross scaling length shall use actual taper. Procedures are set forth in "Segment Scaling and Grading of Long Logs - All Species - State Forestry Department Scaling Instructions" (Westside).

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 and 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 or 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 State 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 comply with the following requirements for hauling and operating time restrictions, unless otherwise approved in writing by STATE:

PURCHASER shall not haul logs from the Timber Sale Area on weekends, the following State-observed holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, 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: 5 inches in gross scaling diameter, containing 20 board feet (net).
- (b) Any hardwood log that conforms with grading rules for No. 4 Alder log grade or better and meets or exceeds both of the following minimum requirements: 7 inches in gross scaling diameter, containing 30 board feet (net).
- (c) Any Pulp log that is yarded to the Landing.

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 scale 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 volume of logs so scaled. Payment shall be considered due on such volume 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 scaling 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.

PURCHASER shall comply with all applicable terms and conditions, including payment of any fees, of any access documents set forth in the provisions of this Contract, which are by this reference made a part of this Contract. The following access documents pertain to this Contract.

Access Easement. PURCHASER's use of any road listed below is subject to an easement by and between the parties named below; which may include requirements to furnish evidence of insurance coverage, performance bond, entering into a third party agreement, maintenance, or other actions. STATE shall provide copies of easements or agreements when this Contract is executed.

Kilchis Forest Road. Easement (#311.29422) dated March 4, 1987, by and between the State of Oregon, Board of Forestry and Tillamook County.

Log haul is restricted to the Designated Haul Route as shown on the Exhibit "A", unless otherwise approved in writing by STATE.

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, rocked 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.

(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.
- (6) Hauling will not be allowed when the total rainfall exceeds 1 1/2" in a 24 hour period at a specified rain gauge identified in the operations plan or as otherwise specified by STATE.

At the conclusion of Project Work as well as log hauling Operations, PURCHASER shall process and compact crushed rock surfacing on all roads used for hauling under this Contract, unless otherwise determined in writing by STATE. Processing and compaction shall be done in accordance with Exhibit D, "Compaction and Processing Requirements." Application of water may be required to achieve optimum conditions for rock processing and compaction.

For maintenance on State roads, PURCHASER shall use rock obtained from a commercial source as specified by STATE. Prior to any rock spreading, PURCHASER shall obtain approval from STATE.

"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:

All timber cut in accordance with the specifications in Section 2310, "Felling," within the Timber Sale Area and for Project Work in Section 2610.

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. PURCHASER shall comply with the following requirements for reserved timber - down material, unless otherwise approved in writing by STATE:

- (a) Down trees and logs, except those meeting the removal requirements in Sections 2045. "Log Removal."
- (b) The Timber Sale Unit, retain at least 600 cubic feet of hard conifer logs per acre. Logs shall contain a minimum of 10 cubic feet of volume, and be no shorter than 6 feet in length, to be selected by PURCHASER. Two logs per acre shall be at least 24 inches in diameter, at the large end where available. Conifer logs must be in Decay Class 1 or 2 condition as indicated by intact bark and original wood color. Trees and/or logs shall be well distributed across the Timber Sale Unit.

SECTION 2240. Reserved Timber - Trees and Snags. PURCHASER shall comply with the following requirements for reserved timber - trees and snags, unless otherwise approved in writing by STATE:

- (a) Cedar and Big leaf maple, except those within rights-of-way, skid roads, cable corridors, waste areas, and Landings.
- (b) All Snags unless determined to be a safety hazard. Felled Snags shall not be yarded or removed.
- (c) Trees and Snags within the Reserve Tree Retention Areas shown on Exhibit A.
- (d) Bearing (witness) trees.
- (e) Trees within posted Stream Buffers. Trees may be felled in cable corridors but not removed.

SECTION 2250. Reserved Timber - Boundary Trees and Markings. PURCHASER shall comply with the following requirements for reserved timber - boundary trees, unless otherwise approved in writing by STATE:

- (a) Trees posted with "Timber Sale Boundary" or "Buffer Zone" signs are reserved from cutting.
- (b) Trees posted with "Right-of-Way Boundary" signs within the Timber Sale Area shall not be cut until road subgrade construction is accepted by STATE. All other trees posted with boundary signs are reserved from cutting.

Boundary marking are as follows:

- (1) The Timber Sale Area is posted with "Timber Sale Boundary" signs, and pink flagging.
- (2) The Reserve Tree Retention Area is posted with "Buffer Zone" or "Timber Sale Boundary" tags.
- (3) The Stream Buffer is posted with "Buffer Zone" signs, and blue flagging.

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:

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.
 - (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 5 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 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," 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.
- (b) Bearing witness trees in clearcut units shall be cut above any scribing or as marked.
- (c) Fell all trees on the Timber Sale Area which contain a log segment that meets or exceeds the minimum removal specifications in Section 2045, "Log Removal," except those designated as "Reserved Timber" in Sections 2220 through 2250.
- (d) All felling on Unit 1 must be completed by April 1, 2027.

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

- (1) Trees shall be felled to the longest lay, using the necessary means (wedging, jacking, etc.), favoring a quartering uphill lead.
- (2) Trees shall not be felled across draws, over ridges, or across previously felled trees.
- (3) Windfalls shall be bucked off as close as practicable to the roots to ensure maximum recovery of merchantable volume. Those which cannot be bucked safely shall be left with a merchantable log attached and either bucked on the Landing or moved by rigging into a safe position for bucking.
- (4) Maximum stump height shall be 10 inches or 60 percent of stump diameter, whichever is greater, unless otherwise approved by STATE. Heights shall be measured on the uphill side.

SECTION 2345. Substitution of Trees. PURCHASER shall leave acceptable substitute trees as approved by STATE for any 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 tree that is the nearest tree in characteristics (species, diameter class, height, etc.) 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 Section 2260, "Reserved Timber- Damages."

SECTION 2350. Cable Yarding Specifications. Yarding systems shall be designed to minimize soil disturbance and damage to Reserved Timber. PURCHASER shall use cable Yarding, except as approved by STATE in the Operations Plan. PURCHASER shall comply with the following when Yarding the Timber Sale Area, except as approved by STATE in the Operations Plan:

- (a) Logs shall have at least one end suspended when Yarding.
- (b) Logs shall be fully suspended when Yarding over Equipment Restriction Zones.
- (c) When cables pass through or over the Stream Buffers shown on Exhibit A, all necessary precautions shall be taken to protect all Stream Buffer components.

Necessary measures include, but are not limited to, the following:

- (1) Pull cables out of the Reserved Timber prior to rigging the next Yarding road.
 - (2) Yarding roads shall be at least 100 feet apart and no more than 15 feet wide where they extend over or through the buffer.
- (d) Soil gouging shall be limited to a depth of one foot.

In addition, if Operations of PURCHASER threaten or cause excessive damage to the soil or Reserved Timber, STATE may require PURCHASER to comply with one or more of the following:

- (i) Use a carriage or a skyline Yarding system.
- (ii) Reduce the length of logs.
- (iii) Reduce the number of logs in each Yarding turn.

SECTION 2355. Ground-Based Operations. Timber Sale Units, 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 unit.
- (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 unit.
- (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 Equipment Restriction Zones.
- (g) Tractor or skidder Operations shall not be allowed from November 1 through April 30.
- (h) PURCHASER shall suspend ground Yarding during periods of high soil moisture as determined by STATE.
- (i) Operations shall be designed to minimize soil disturbance and damage to Reserved Timber.

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," shall be approved in the Operations Plan.

- (a) Prior to felling, PURCHASER shall mark Right-of-Way clearing limits and obtain STATE approval.
- (b) Subgrade shall not exceed 14 feet in width for unsurfaced roads and 16 feet for surfaced.
- (c) Landings shall be constructed no more than 70 feet wide. The surface shall be crowned for drainage.
- (d) Approaches to surfaced roads shown on Exhibit A, for a distance of at least 50 feet, shall be surfaced with at least a 10-inch depth of pit-run rock prior to log hauling to prevent contamination to the existing rock surface.
- (e) Roads shall be waterbarred according to the specifications in Exhibit and blocked to vehicular traffic as directed by STATE by October 1 or upon completion of use, whichever occurs first.
- (f) Operations shall not be allowed from October 1 through April 30.
- (g) Seed and fertilize all areas of disturbed soil according to the specifications in Exhibits.

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

- (a) Remove all logs as described under Section 2045, "Log Removal."
- (b) Construct cross-drainage ditches or waterbars as directed by STATE.
- (c) PURCHASER shall place debris from Yarding (tops, limbs, cull logs, etc.) in a stable location approved by STATE prior to moving to another Landing area. Debris that contains a log segment at least 3 inches in diameter at the small end and at least 10 feet in length shall be decked separately from smaller debris and hauled as Pulp; the smaller debris shall be piled in a manner suitable for burning. The lower one third of completed piles shall be covered to prevent water from reaching the Slash. Debris shall not be left within 75 feet of standing trees. Material suitable for firewood cutting shall be piled separately from other slash and staged in an accessible area for firewood cutting on all settings accessed by surfaced roads, as directed by STATE.
- (d) Block roads and skid trails to vehicular traffic as directed by STATE.

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

- (1) Remove all trash from the Timber Sale Area at the end of each day and wildlife is not to be fed.
- (2) 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 2410. Damage to Reforested Areas. PURCHASER shall take all necessary precautions to avoid damage to reforested areas adjacent to, within, or near the Timber Sale Area. If PURCHASER's Operations damage reforestation areas, STATE shall determine the extent of the damage and PURCHASER shall reimburse STATE at double the calculated value of the damaged reforestation as determined by STATE.

SECTION 2415. Protection of Watershed. PURCHASER shall take all necessary precautions to prevent damage to stream banks, any stream course, lake, reservoir, or forested wetland within or adjacent to the Timber Sale Area. Definitions of Type F, Type D, and Type N streams contained in the Forest Practices Act apply to this Contract.

When water drafting the PURCHASER will follow the following requirements:

- (a) Water drafting will only occur in free-flowing streams or human-created ponds and impoundments that are disconnected from streams at the time of drafting.
- (b) When water is drafted directly out of the stream the stream must be deep enough that the intake screen can be fully submerged and the water level cannot be reduced such that the intake screen becomes exposed.
- (c) The existing stream depth shall not have more than a 10% reduction during the period of drawdown. If reduction in depth approaches 10% drafting will cease until volume recovers to pre-drafting levels.
- (d) When drafting from a human-created connected pond or impoundment that is hydrologically connected to the stream at the time of drafting, there would not be more than a 10% reduction in the depth of the connected stream during the period of drawdown, and it would not become disconnected as a result of the drawdown.
- (e) Drafting will not occur in locations where a temporary dam is needed to create a pool to allow drafting.
- (f) Any intake used for water drafting will be screened according to NMFS Juvenile Fish Screen Criteria for Pump Intake for salmonid fry.
- (g) Any portion of the pipe or pump that will be in the water will be disinfected between uses, unless the uses are from the same drafting location, at a different drafting location in the same stream, or occurs at least 48 hours after that last drafting event.

In addition, PURCHASER shall perform all measures necessary to protect the stream banks, streambed, and vegetation within the Equipment Restriction Zones and Stream Buffer(s).

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

- (1) Fell adjacent trees and Snags away from or parallel to the buffer to prevent them from entering the buffer.
- (2) Do not operate ground-based equipment within the buffer.
- (3) Do not fell trees within the buffer, except in cable corridors. Felled trees shall not be removed.
- (4) Ground yarding equipment shall not be operated within the Equipment Restriction Zone for all streams
- (5) Retain existing trees under 6 inches and existing vegetation within the Equipment Restriction Zone associated with seasonal streams.
- (6) Storage and staging areas for materials and fueling purposes will be sited outside of stream buffers and Equipment Restriction Zones and hydrologically disconnected from any streams, unless otherwise approved by STATE.
- (7) Trees that fall or slide into the Type F streams shall not be removed without prior approval from STATE.

PURCHASER shall comply with the following instructions for removal of Slash that enters stream channels and seasonal Equipment Restriction Zones as a result of PURCHASER's Operations:.

Avoid excessive slash accumulation in stream channels and seasonal Equipment Restriction Zones

All removed debris shall be placed in a stable location outside of the Equipment Restriction Zones.

In addition to other protective measures required, PURCHASER shall discontinue all or part of its Operations under this Contract if there is potential for sediment delivery to waters of the State or upon notice from STATE that Operations will cause excessive damage to the watershed.

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 state land or between state land sites is free of soil, seeds, vegetative matter, or other Slash 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 state land or between state land sites unless otherwise agreed in writing. Notification shall include identification of the equipment's most recent operation.

Equipment shall be inspected by STATE; arrangements shall be made by PURCHASER for STATE inspection of each piece of equipment prior to entry upon State Forest Land or movement between State Forest Land sites to verify that the equipment has been reasonably cleaned prior to operation on lands managed by ODF.

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.)

Prior to conducting any activity on road segment EE to FF shown on Exhibit A, PURCHASER shall call 811 prior to digging between 0+00-106+00.

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 2455. Seasonal Restrictions. PURCHASER shall adhere to the following restrictions, unless otherwise approved in writing by STATE:

- (a) All Unsurfaced and Non-Project road segments shall be closed prior to October 1: Unsurfaced and Non-Project Roads may be reopened after April 30 upon written approval by STATE (Section 2360).
- (b) All felling on Unit 1 must be completed by April 1, 2027 (Section 2310).
- (c) Tractor or skidder Operations shall not be allowed from November 1 through April 30. (2355)
- (d) Activity in "Live" Streams shall not be allowed from September 16 through June 30 (Section 2610).
- (e) Road improvement and construction shall not be allowed from November 1 through April 30 (Section 2610).
- (f) Seeding shall be performed only from March 1 through June 15 and August 15 through October 31 as per Exhibits.
- (g) Project work on EE to FF outside of the timber sale area and Sawtooth Pit area, except spot patching, grading, compaction, brushing and sluff removal is not allowed from April 1st through August 5th. Between August 6th and September 15th work is allowed only from 2 hours after sunrise until 2 hours before sunset. (Section 2610).

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 harmless from any and all loss, costs, damage, and expense that STATE 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 2555. STATE to Assume Additional Fire Hazard Obligations. If, following completion of harvesting operations on any unit of the timber sale, a determination is made under ORS 477.580, that an additional fire hazard has been created, then, upon completion of all provisions of this Contract, STATE shall assume all obligations for the disposal or reduction of any additional fire hazard determined to exist, and issue a release pursuant to ORS 477.580 (6) relieving PURCHASER of such obligations.

PROJECTS

SECTION 2610. Project Work. PURCHASER shall complete the following Projects 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 Period. Work on Project No. 1 shall not be allowed from November 1 through April 30, unless otherwise approved in writing by STATE.

All project work on EE to FF outside of the timber sale area and Sawtooth Pit area, except spot patching, grading, compaction, brushing, and sluff removal is not allowed from April 1st through August 5th. Between August 6th and September 15th work is allowed only from 2 hours after sunrise until 2 hours before sunset. Work is unrestricted from September 16th through March 31.

Work on the Fill Reinforcement at station 401+40 is not allowed from April 1st through August 5th.

There are buried utilities along EE to FF between stations 0+00 and 106+00, dial 811 before digging.

Activity in "Live" Streams shall not be allowed from September 16 through June 30, unless otherwise approved in writing by STATE.

Project No. 1. Improve, construct, and maintain roads and landings at or between the following road points according to the specifications in the Exhibits:

a) Improve, surface rock replacement, maintenance: A to B, C to D, E to F, G to H, EE to FF, GG to HH.

Landings: A to B (79+10, 87+70), E to F (2+30), Point F.

Spread road rock and place riprap according to the specifications in Exhibit E.

Rock Source. The 1.5"-0" crushed road rock and the 4"-0" jawrun road rock may be obtained from commercial sources as approved by State. The 12"-6" rip rap, 24"-12" rip rap, and 48"-24" rip rap may be obtained from State land at the location shown as Sawtooth Pit on Exhibit A, or from other locations acceptable to STATE. Development and use of the rock quarry shall be in accordance with the specifications in Exhibit F. The jawrun stockpile at station 95+15 on A to B may be used for landing rock. Rock that is encountered during landing construction, and is acceptable to State, may be used as pitrun for landing construction.

Project No. 2. Road Brushing. Clear approximately 6.7 miles of roadside vegetation along roads designated on Exhibit A according to the "Road Brushing Specifications" in Exhibit D.

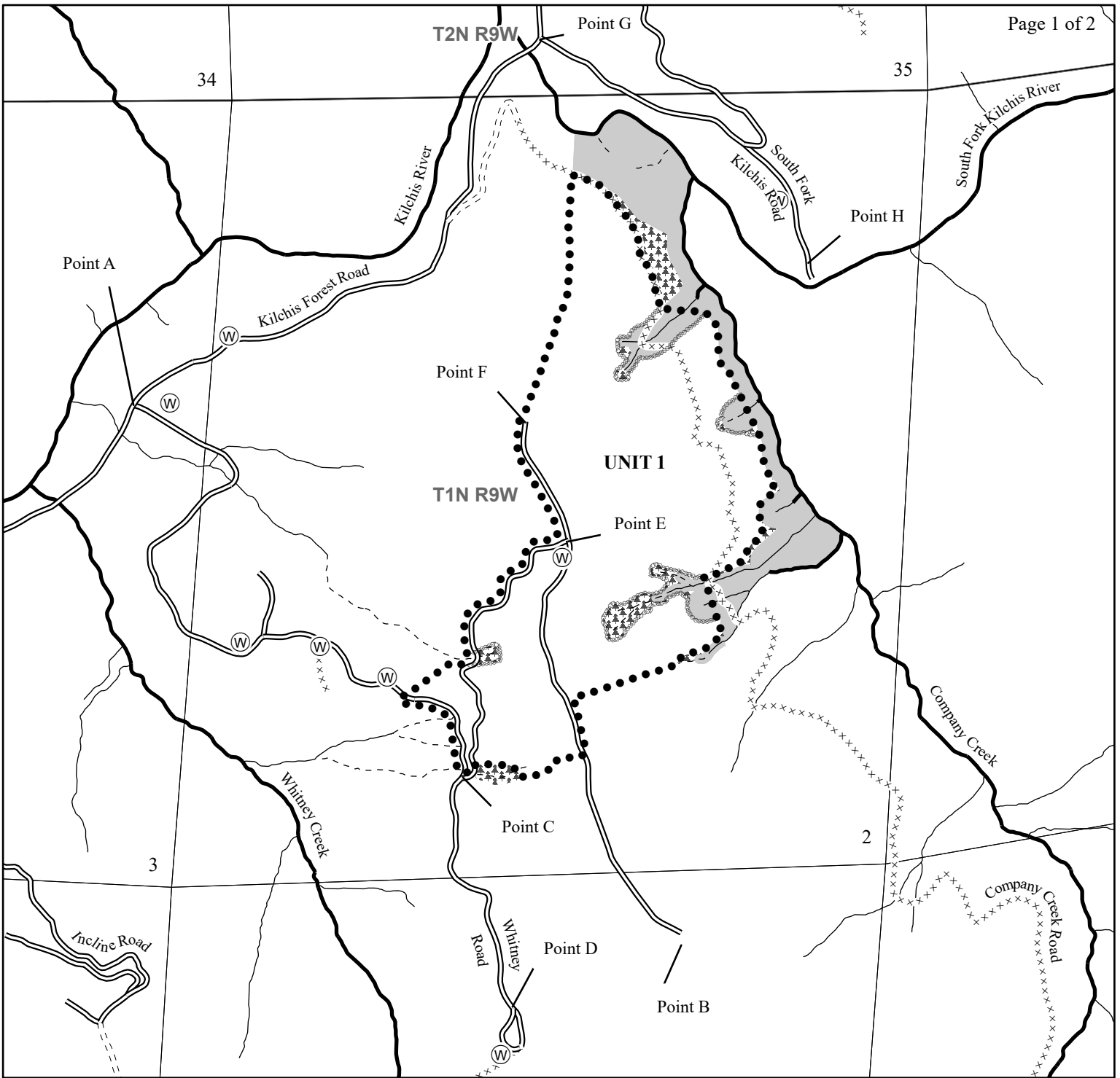
Project No. 3. Seed all areas of disturbed soil associated with all projects according to the specifications in Exhibit M. Mulch all areas of disturbed soil within 120 feet of live streams and waste areas over 50 cubic yards according to the specifications in Exhibit M.

Project No. 4 . Move-in

SECTION 2620. Completion of Projects. PURCHASER shall complete the Project Work on a road section prior to log hauling on that section, unless otherwise approved in writing by STATE. Right-of-Way logs shall be removed from the road section before completion of the Project, unless otherwise approved in writing by STATE.

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 \$286,340.00 upon completion of and STATE's acceptance of all work, unless otherwise approved in writing by STATE.

STATE will release partial credit for Project Work completed, on a monthly basis, upon inspection and acceptance of the completed Project Work.



- Legend**
- Timber Sale Boundary
 - ⊖ Riparian Boundary
 - ▒ Riparian Buffer
 - ▲▲▲ Green Tree Retention Area
 - Type-F Stream
 - Type-N Perennial Stream
 - - - Type-N Seasonal Stream
 - ══ Surfaced Road
 - == Unsurfaced Road
 - ××× Blocked Road
 - Sections
 - Ⓜ Waste Area

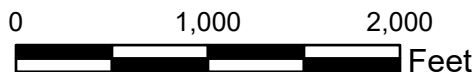
EXHIBIT A

FOR TIMBER SALE CONTRACT TL-341-2026-W00958-01
 KILCHIS COMPANY
 PORTIONS OF SECTION 2 of T1N R9W W.M
 TILLAMOOK COUNTY, OREGON

Tillamook District GIS
 February 2026

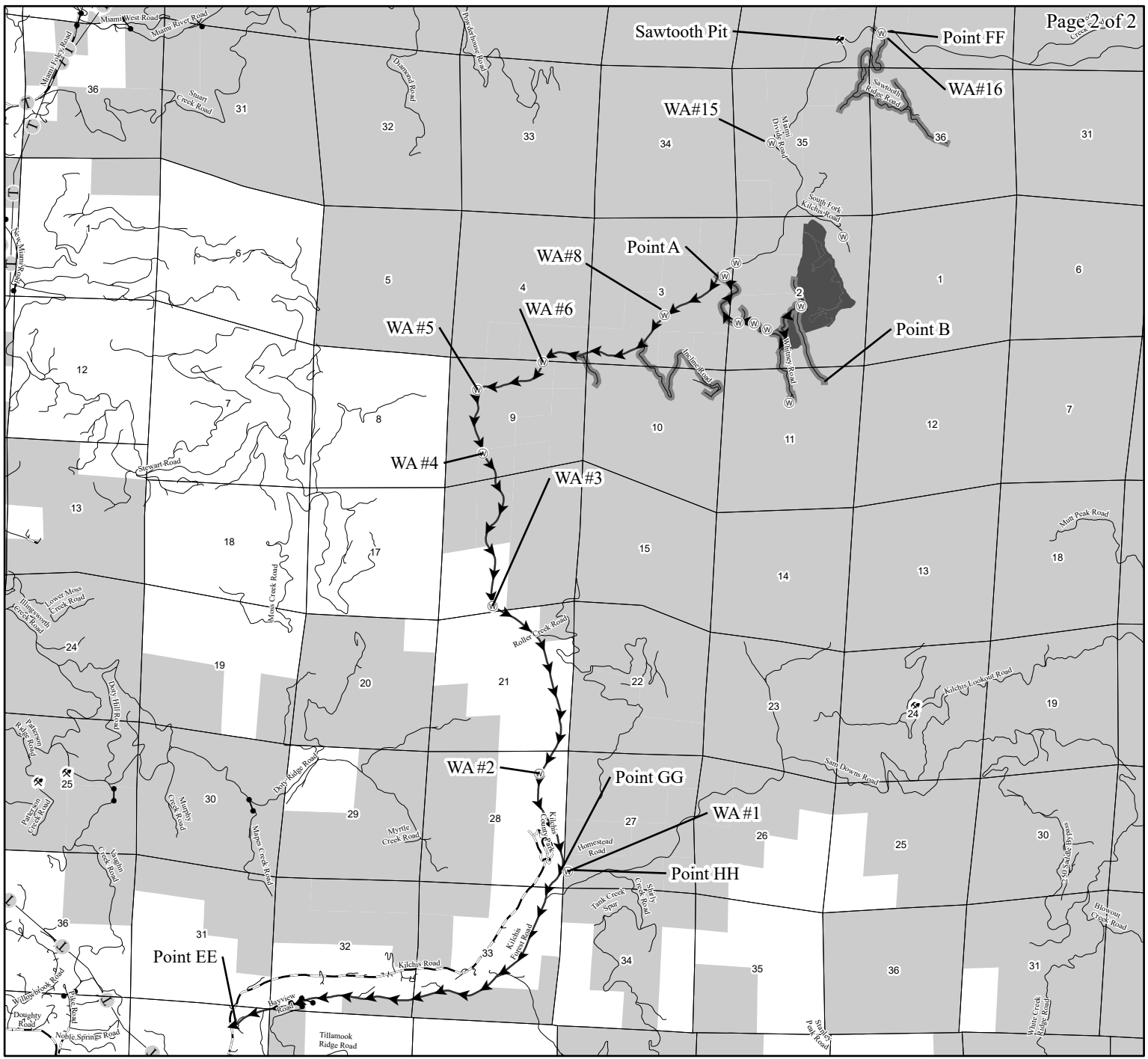
This product is for informational use and may not be suitable for legal, engineering, or surveying purposes.

1:12,000
 1 inch = 1,000 feet



APPROXIMATE ACRES

	GROSS	NET
UNIT 1 (CC)	145	103
TOTAL	145	103



- Timber Sale Area
- ODF Ownership
- Haul Route Roads
- Highways
- Surfaced Roads
- Brushing
- Gates
- Powerlines
- Rock Source
- Waste Area
- Sections

EXHIBIT A

VICINITY MAP
 FOR TIMBER SALE CONTRACT TL-341-2026-W00958-01
 KILCHIS COMPANY
 PORTIONS OF SECTION 2 of T1N R9W W.M
 TILLAMOOK COUNTY, OREGON

Tillamook District GIS
 February 2026

This product is for informational use and may not be suitable for legal, engineering, or surveying purposes.

1:63,360
 1 inch = 1 mile





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: TL-341-2026-W00958-01

(2) Sale Name: Kilchis Company

(3) Contract Expiration Date: 10/31/2028

(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

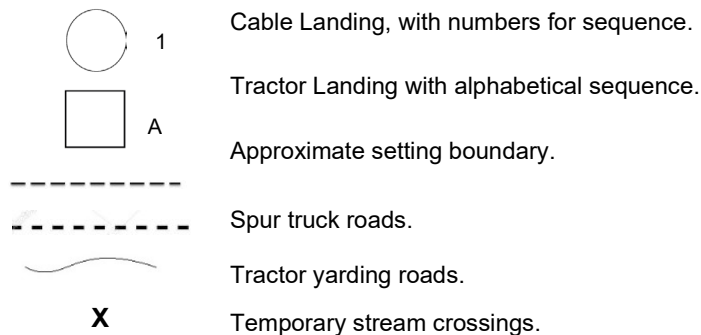
INSTRUCTION SHEET FOR OPERATIONS PLAN

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.



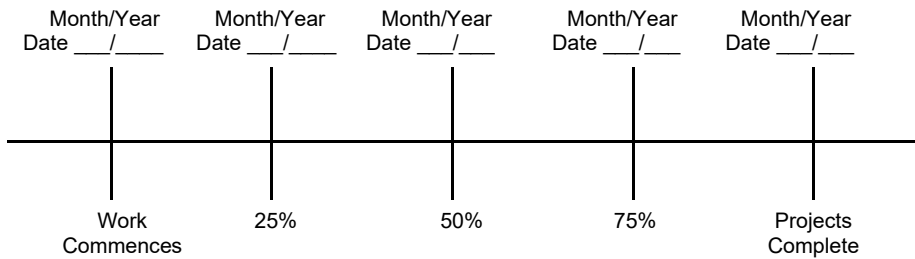


Oregon Department of Forestry
 2600 State St Salem OR 97310
 PART III: EXHIBITS
EXHIBIT B
OPERATIONS PLAN

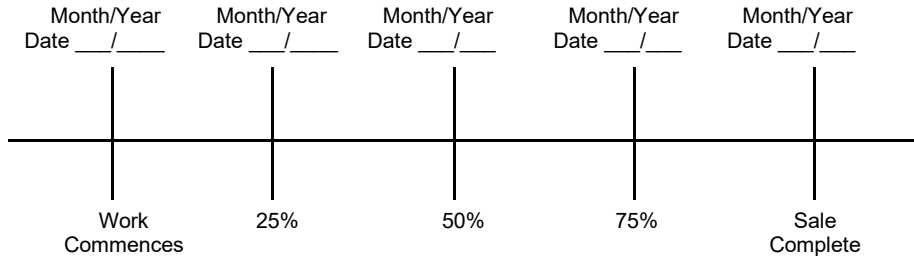
Completion Timeline

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 (WESTSIDE SCALE)
SCALING INSTRUCTIONS - LOCATION APPROVAL - BRAND INFORMATION
Tillamook - NWOA

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

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

(3) FROM: Tillamook Phone (503) 842-2545
 (State Forestry District)

Address: 5005 THIRD ST
TILLAMOOK, OR 97141-2999

(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 40' Westside

(6) WESTSIDE SCALE:
 Use Region 6 actual taper rule. Logs over 40'.

YES NO

(7) Weight Scale Sample YES NO

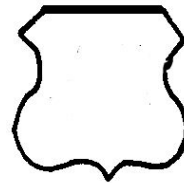
(8) APPROVED SCALING LOCATIONS <small>(as shown on the ODF Approved Locations web-site)</small>	Species	Yard	Truck	Weight

(9) SALE NAME: Kilchis Company
 COUNTY: Tillamook

(10) STATE CONTRACT NUMBER:
TL-341-2026-W00958-01

(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 checked="" type="checkbox"/>
NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE	<input checked="" 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
Tillamook - NWOA

(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).

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, OR 97471
Phone: (541) 673-5571 Fax: (541) 672-6381
Email: info@mountainwestern.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

(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.

(6) Westside - 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 (Westside).

(7) Weight Scale Sample - Check box if sale is to be a Weight Scale Sample. All specifics 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**

Tillamook, NWOA

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

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

(3) FROM: Tillamook Phone (503) 842-2545
 (State Forestry District)
 Address: 5005 THIRD ST
TILLAMOOK, OR 97141-2999

(4) PURCHASER: _____

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

Mailing Address: _____

Phone Number: _____

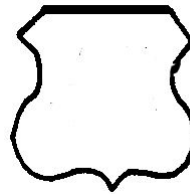
(9) SALE NAME: Kilchis Company

COUNTY: Tillamook

(10) STATE CONTRACT NUMBER:
TL-341-2026-W00958-01

(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 8 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**

Tillamook, NWOA

- (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@mountainwestern.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 Scalars Inc.
6137 NE 63rd St, Vancouver, WA, 98661
Phone: (360) 553-7212 ext. 4 Fax:(360) 553-7213
Email: info@nwlogscalars.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

FOREST ROAD SPECIFICATIONS

POINT TO POINT	STATION TO STATION	SUBGRADE WIDTH (feet)	SURFACE WIDTH (feet)	DRAINAGE	DITCH SHAPE	DITCH DIMENSIONS (WIDTH X DEPTH) (feet)
A to B	0+00 to 6+70	-	12	Ditch	V	1X1
A to B	6+70 to 11+60	-	12	Outslope	-	-
A to B	11+60 to 46+55	-	12	Ditch	V	1X1
A to B	46+55 to 48+50	-	12	Outslope	-	-
A to B	48+50 to 51+60	-	12	Ditch	V	1X1
A to B	51+60 to 52+85	-	12	Outslope	-	-
A to B	52+85 to 53+85	-	12	Ditch	V	1X1
A to B	53+85 to 55+60	-	12	Outslope	-	-
A to B	55+60 to 110+70	-	12	Crowned	-	-
C to D	0+00 to 1+00	-	12	Ditch	V	1X1
C to D	1+00 to 25+95	-	12	Outslope	-	-
E to F	0+00 to 9+30	-	12	Crowned	-	-
G to H	0+00 to 27+00	-	12	Outslope	-	-
EE to FF	0+00 to 45+00	-	24	Ditch	V	3X1*
EE to FF	45+00 to 46+30	-	24	Outslope	-	-
EE to FF	46+30 to 54+30	-	24	Ditch	V	3X1*
EE to FF	54+30 to 57+10	-	24	Outslope	-	-
EE to FF	57+10 to 60+10	-	24	Ditch	V	3X1*
EE to FF	60+10 to 161+75	-	20	Ditch	V	3X1*
EE to FF	161+75 to 164+40	-	20	Outslope	-	-
EE to FF	164+40 to 171+40	-	20	Ditch	V	3X1*
EE to FF	171+40 to 173+05	-	20	Outslope	-	-
EE to FF	173+05 to 228+85	-	20	Ditch	V	3X1*
EE to FF	228+85 to 235+25	-	20	Outslope	-	-
EE to FF	235+25 to 240+60	-	20	Ditch	V	3X1*
EE to FF	240+60 to 242+60	-	20	Outslope	-	-
EE to FF	242+60 to 245+75	-	20	Ditch	V	3X1*
EE to FF	245+75 to 247+30	-	20	Outslope	-	-
EE to FF	247+30 to 250+05	-	20	Ditch	V	3X1*
EE to FF	250+05 to 251+05	-	20	Outslope	-	-

* = Where a 3X1 ditch is allowed. Where the distance between the cutbank and road is not sufficient and/or the cutbank is too steep a 1X1 ditch shall be constructed.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

POINT TO POINT	STATION TO STATION	SUBGRADE WIDTH (feet)	SURFACE WIDTH (feet)	DRAINAGE	DITCH SHAPE	DITCH DEMINIONS (WIDTH X DEPTH) (feet)
EE to FF	251+05 to 272+30	-	20	Ditch	V	3X1*
EE to FF	272+30 to 272+95	-	20	Outslope	-	-
EE to FF	272+95 to 302+60	-	20	Ditch	V	3X1*
EE to FF	302+60 to 303+65	-	20	Outslope	-	-
EE to FF	303+65 to 319+45	-	20	Ditch	V	3X1*
EE to FF	319+45 to 320+25	-	20	Outslope	-	-
EE to FF	320+25 to 339+90	-	20	Ditch	V	3X1*
EE to FF	339+90 to 344+70	-	20	Outslope	-	-
EE to FF	344+70 to 354+35	-	20	Ditch	V	3X1*
EE to FF	354+35 to 356+65	-	14	Ditch	V	3X1*
EE to FF	356+65 to 358+15	-	14	Outslope	-	-
EE to FF	358+15 to 368+00	-	14	Ditch	V	3X1*
EE to FF	368+00 to 369+60	-	14	Outslope	-	-
EE to FF	369+60 to 391+50	-	14	Ditch	V	3X1*
EE to FF	391+50 to 395+95	-	14	Outslope	-	-
EE to FF	395+95 to 412+65	-	14	Ditch	V	3X1*
EE to FF	412+65 to 414+15	-	14	Outslope	-	-
EE to FF	414+15 to 440+40	-	14	Ditch	V	3X1*
EE to FF	440+40 to 442+85	-	14	Outslope	-	-
EE to FF	442+85 to 472+90	-	14	Ditch	V	3X1*
EE to FF	472+90 to 478+10	-	12	Ditch	V	3X1*
EE to FF	478+10 to 480+80	-	12	Outslope	-	-
EE to FF	480+80 to 507+75	-	12	Ditch	V	3X1*
EE to FF	507+75 to 511+30	-	12	Outslope	-	-
EE to FF	511+30 to 513+40	-	12	Ditch	V	3X1*
EE to FF	513+40 to 516+40	-	12	Outslope	-	-
EE to FF	516+40 to 546+90	-	12	Ditch	V	3X1*
EE to FF	546+90 to 550+80	-	12	Outslope	-	-
EE to FF	550+80 to 553+85	-	12	Ditch	V	3X1*

* = Where a 3X1 ditch is allowed. Where the distance between the cutbank and road is not sufficient and/or the cutbank is too steep a 1X1 ditch shall be constructed.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

POINT TO POINT	STATION TO STATION	SUBGRADE WIDTH (feet)	SURFACE WIDTH (feet)	DRAINAGE	DITCH SHAPE	DITCH DEMINSIONS (WIDTH X DEPTH) (feet)
EE to FF	553+85 to 556+85	-	12	Outslope	-	-
EE to FF	556+85 to 558+35	-	20	Ditch	V	3X1*
EE to FF	558+35 to 558+70	-	20	Outslope	-	-
EE to FF	558+70 to 567+85	-	20	Ditch	V	3X1*
EE to FF	567+85 to 581+80	-	20	Outslope	-	-
EE to FF	581+80 to 602+10	-	20	Ditch	V	3X1*
GG to HH	0+00 to 1+40	-	12	Existing	V	1X1

* = Where a 3X1 ditch is allowed. Where the distance between the cutbank and road is not sufficient and/or the cutbank is too steep a 1X1 ditch shall be constructed.

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. Trees outside the clearing limits shall not be felled unless approved in writing by STATE. All danger trees, leaners, and snags outside the clearing limits which could fall and hit the road shall be felled. Where clearing limits have not been marked, clearing limits shall be as follows:

- Construction – 10 feet back from the top of the cut slope and 5 feet back from the toe of fill slopes.
- Reconstruction - 10 feet back from the shoulder of the subgrade or the ditch, whichever is widest.

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 limits shall be as follows:

- Construction - From the top of the cutslope to the toe of the fill.
- Reconstruction - 4 feet back from the shoulder of the subgrade or the ditch, whichever is widest.
- Sidecast pullback – From top of pullback to toe of pullback.

CLEARING AND GRUBBING DISPOSAL. Clearing and grubbing debris shall not be placed or permitted to remain in or under any road embankment sections. Clearing and grubbing debris shall not be left lodged against standing trees. Clearing and grubbing debris may be scattered through openings in the timber outside of the cleared right-of-way, except for the following areas where debris shall be fully contained and hauled to a designated waste area:

- Where endhaul is required
- On side slopes exceeding 55 percent
- On unstable areas
- In any stream channel (Type F, N or D) or where material may enter the stream channel.
- As designated in Exhibit D
- Grubbed stumps from cable landing construction, reconstruction

Clearing, grubbing, and associated disposal shall be completed prior to subgrade approval.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

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

Excavation shall conform to STATE-specified lines, grades, dimensions, and plans when provided.

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. All fills and drainage structure backfills shall be machine compacted according to the "Compaction and Processing Requirements" in Exhibit E.

Unless road plans show otherwise, all roads shall be on a balanced cross section, except when the slope is over 55 percent, the road shall be on full bench for the width specified.

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 or where material will accumulate in areas deemed a high landslide hazard location by STATE. Leaving sidecast below the road is only permissible if specifically allowed in "Full Bench and End Haul Requirements" in this Exhibit.

All bank excavation and sidecast pullback on a project road segment shall be completed prior to subgrade approval.

ROAD WIDTH LIMITATIONS. PURCHASER shall obtain advance written approval from STATE to construct the road to a greater width than specified. Extra subgrade width shall be required for:

Fill Widening. Add to each fill shoulder 1 foot for fills 3 feet to 6 feet high; 2 feet for fills over 6 feet high.

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

DRAINAGE

Ditch/Crown. Construct ditch as specified in Exhibit D. Subgrade shall be crowned at 4 to 6 percent. Construct ditchouts away from subgrade at locations marked in the field or as directed by STATE.

Outslope. Road subgrade shall be outsloped at 4 to 6 percent.

Inslope. Road subgrade shall be insloped at 4 to 6 percent.

Existing. Road subgrade and drainage shall be maintained in its current configuration, outsloped where outsloped, insloped where insloped, and ditched where ditched

TURNOUTS. Increase roadbed width an additional 8 feet for both subgrade and surfacing. Length shall be at least 25 feet, or as staked on the ground, plus 25-foot approaches at each end.

Location: Intervisible but not greater than 750 feet apart.

SLOPES

Rock
Common

Back Slopes
Vertical to 1/4 :1
3/4 :1

Fill Slopes
Not Steeper
Than 1 1/2: 1

Top of cutslopes shall be rounded.

LANDINGS. Landings shall be constructed as posted in the field, no less than 50 feet wide and no more than 70 feet wide unless otherwise approved by STATE. Surface is to be crowned for drainage with general grade no more than 4 percent and no less than 2 percent. All cuts shall be ditched. Surface the landing as shown in the "Road Surfacing" table in Exhibit E.

TURNAROUNDS. Increase subgrade width an additional 30 feet for a length of 16 feet with 20' radius returns at locations marked in the field.

SEASONAL WINTERIZATION. All unsurfaced roads or unfinished subgrades shall be waterbarred in accordance with the specifications in Exhibit H, and blocked from vehicular traffic prior to October 1, annually and as directed by STATE.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

GENERAL ROAD CONSTRUCTION INSTRUCTIONS:

- (1) Excavated Materials. Surplus excavation materials shall be hauled to the waste areas as marked in the field and/or designated in this Exhibit. Surplus excavated materials and waste materials shall be sloped and compacted for drainage. Fills shall be thoroughly compacted in accordance with this Exhibit. Waste material shall be sidecast on slopes up to 50 percent or endhauled to waste areas as shown in this Exhibit and marked in the field.
- (2) Drainage Ditches. Construct ditchlines, including ditchouts, as directed by STATE. Cut slopes of ditchlines and ditchouts shall not exceed a 1:1 slope. Construct culvert sediment basins. Waste materials from drainage ditches and sediment basins shall be placed in nearby waste areas and uniformly sloped and compacted for drainage, as directed by STATE.
- (3) Culvert Installation. STATE may require the use of crushed rock for culvert bedding.

In-water construction for roads and trails (e.g., stream crossings) will follow the established *Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife* (ODFW 2024) to minimize impacts on the covered species and their habitat. If work needs to occur outside of the established work window ODFW will obtain appropriate approvals from ODFW.
- (4) Dissipator Construction. Where rock is used for an energy dissipator, rock shall be placed below the culvert outlet and embedded for a minimum of 3 feet, in accordance with Exhibit G.
- (5) Subgrade Preparation and Application of Surfacing Rock.
 - (a) Complete culvert installations, drainage ditches, ditchouts, fill construction, and other specified work prior to the application of surfacing rock.
 - (b) Subgrade shall be crowned, outsloped, or insloped at 4 to 6 percent.
 - (c) Upon completion of above required work, apply, process, and compact surfacing rock in accordance with specifications in the "Compaction and Processing Requirements" in this Exhibit. Final road surface shall be crowned, outsloped, or insloped at 4 to 6 percent.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

GENERAL ROAD IMPROVEMENT, SURFACE ROCK REPLACEMENT, AND MAINTENANCE INSTRUCTIONS:

- (1) Roadside Brushing. Conduct roadside brushing as specified in this Exhibit and as marked in Exhibit A.
- (2) Excavated Materials. Surplus excavation materials shall be hauled to the waste areas as marked in the field and/or designated in Exhibit D. Surplus excavated materials and waste materials shall be sloped and compacted for drainage. Fills shall be thoroughly compacted in accordance with this Exhibit.
- (3) Bank Slough Removal. Excavate all bank slough. Bank slough material shall not be pulled across existing surfacing rock. Excavated material shall be hauled to the designated waste areas as marked in the field and/or designated in Exhibit D.
- (4) Culvert Replacement, Culvert Installation, Fill Reconstruction, and Fill Removal. Where fill reconstruction or culvert replacement is specified, fills shall be excavated to natural stream course levels. All woody debris encountered during fill excavation shall be removed. Fill reconstruction backfill shall consist of select materials as directed by STATE. Unsuitable backfill material shall be hauled to the designated waste areas as marked in the field and/or designated in Exhibit D. Backfill materials shall be hauled in where necessary and thoroughly compacted in accordance with this Exhibit.

In-water construction for roads and trails (e.g., stream crossings) will follow the established *Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife* (ODFW 2024) to minimize impacts on the covered species and their habitat. If work needs to occur outside of the established work window ODFW will obtain appropriate approvals from ODFW.

- (5) Culvert Cleaning and Repairs. Remove all debris from inside all existing culverts on the road segments, as directed by STATE. 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.
- (6) Drainage Ditches and Debris Removal. Restore or construct ditchlines, including ditchouts, and remove debris from cutbanks, fill slopes, and the road prism as directed by STATE. Clean out all culvert inlets and outlets for a 10-foot radius. Re-establish or construct culvert sediment basins. Waste materials from drainage ditches, sediment basins, cutbanks, fill slopes, and the road prism shall not be pulled across existing surfacing rock but shall be placed in nearby waste areas.
- (7) Fill Armor and Energy Dissipator Construction. Where rock is used for an energy dissipator, rock shall be placed below the culvert outlet and embedded for a minimum of 3 feet, in accordance with Exhibit G.
- (8) Sidecast Pullback. Excavate/pullback previously sidecast materials below the road at designated locations. Developed slopes shall be pulled back to a 1½:1 slope or to natural ground contours.
- (9) Sod Removal. Remove/separate sod from crushed rock surfacing as directed by STATE. Sod material shall be scattered in stable locations through openings in the timber outside of the cleared right-of-way. In areas where sod cannot be scattered in a stable location, material shall be end hauled to designated waste areas as shown in Exhibit D, or other stable locations as directed by STATE.
- (10) Waste areas shall be uniformly sloped and compacted for drainage. Waste areas will be located outside of RCAs and constructed in a manner that is hydrologically disconnected. Designated Waste materials shall be seeded and mulched in accordance with specifications in Exhibit M.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

(11) Subgrade Preparation and Application of Surfacing Rock.

- (a) Complete culvert installations, drainage ditches, fill reconstruction, ditchouts, and other specified work prior to the application of new surfacing rock.
- (b) Cut out all potholes and/or washboard sections from the existing surfacing.
- (c) Apply required patching and leveling rock, as directed by STATE.
- (d) Process (grade and mix) the existing surface and added base rock. Provide for a crown, outslope, or inslope of 4 to 6 percent, and compact in accordance to the "Compaction and Processing Requirements" in Exhibit D.
- (e) Upon completion of above required work, apply, process, and compact surfacing rock in accordance in Exhibit D.

EXHIBIT D

FOREST ROAD SPECIFICATIONS
ADDITIONAL ROAD INSTRUCTIONS

A to B: Spot grade and spot roll road as directed by the State.

Remove ravel and construct or clean existing ditches with an excavator where they do not meet the specifications in Exhibit D, spread and compact. Where side slopes are greater than 55%, endhaul to designated waste area, spread and compact. Clean culverts and construct or clean ditchouts where necessary.

Construct new ditches:

0+00 to 1+35	52+85 to 53+85
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Widen road into the cutbank as marked in the field and as directed by State. Haul material to designated waste area, spread and compact.

From Station	To Station	Distance Into Cutbank(ft)
22+15	23+30	5
26+15	28+60	4
72+30	73+25	4

Pullback the existing sidecast between the following stations, according to specifications in Exhibit J and as marked in the field. Haul material to designated waste area, spread and compact.

From Station	To Station	Depth(ft)	Width(ft)
22+15	22+95	12	4
24+00	24+20	8	2
26+25	27+10	12	4
27+10	27+85	8	6
52+75	52+95	10	4
59+25	59+80	15	8
72+50	73+15	15	2

Construct minimum 80ft wide X 100ft long diamond shaped Landing at station 79+10. The existing road will not be incorporated into this landing and the elevation and location will not change with the construction of this landing. Endhaul any excess material to Waste Area #11, 12, or 17.

Construct minimum 80ft wide X 120ft long diamond shaped landing at station 87+70. Endhaul excavated material to station 83+50 and place on old dozer trail to construct a truck turnaround. Endhaul the rest of the material to Waste Area #11, 12, or 17. The road shall be incorporated into the landing and excavated to depth needed to facilitate landing size. The back end of the landing shall be sloped to create a road to continue to Point B at a maximum grade of 20%.

Endhaul all slash, logs, and stumps from landing at station 87+80 and the turnaround at station 83+50.

Construct 3 waterbars across road between stations 107+55 and 110+70.

Remove culvert from station 26+15.

C to D: Grade the road between stations 19+30 and 25+95. No rolling of the running surface is required.

Construct ditch between stations 0+00 and 1+00; and clean culvert at station 10+45.

E to F: Construct minimum 60ft Landing at station 2+30.

EXHIBIT D
FOREST ROAD SPECIFICATIONS
ADDITIONAL ROAD INSTRUCTIONS

G to H: Spot grade road as directed by the State. Remove ravel at station 9+25 and endhaul to designated waste area.

Expend a total of 6 hours of large excavator time reestablishing the road at station 15+40 and digging a catchbasin for the culvert at station 14+40.

EE to FF: Construct or clean existing ditches with an excavator where they do not meet the specifications in Exhibit D, spread and compact. Where side slopes are greater than 55%, endhaul to designated waste area, spread and compact. Clean culverts and flumes and install approximately 6 culvert markers at culvert locations where markers are missing or damaged. Construct or clean ditchouts where necessary.

Special Ditching Instructions:

89+90#	91+50 to 94+10*	119+35 to 123+65*	145+30 to 150+05*	164+40 to 166+60*
173+05 to 176+20*	201+70 to 204+70*	237+40 to 240+60*	244+05 to 245+75*	265+05 to 267+60*
283+00 to 284+35*	290+30 to 292+40*	303+65 to 305+25*	331+50 to 333+45*	346+75 to 348+60*
358+15 to 359+35*				

* = Ditch on the left side of the road. # = Ditch across top of culvert

Pullback the existing sidecast between the following stations, according to specifications in Exhibit J and as marked in the field. Haul material to designated waste area, spread and compact.

From Station	To Station	Depth(ft)	Width(ft)
162+30	162+70	12	3
172+15	172+50	6	4
193+35	194+05	12	5
207+40	207+75	8	2
307+50	307+95	15	3
308+75	309+05	15	4
314+20	314+50	12	3
439+75	440+40	12	3
494+40	494+75	6	2
574+90	575+40	6	2

Between stations 241+80 and 242+40 punch through berm on downhill side of road every 10ft.

Rock the approaches to the waste area at station 527+50.

Rock hammering may be required for culvert installation, rock wall construction, and ditch construction.

Remove culvert at station 162+05 and reuse at station 164+40.

Remove flume at station 357+00. Flume becomes the property of the Purchaser and shall be removed from State land.

Construct catchbasins as marked in the field, as per Exhibit D, and as directed by State. Each location shall have approximately 2ft spacing between each one.

Station	Side of the Road	No. of Catchbasins
117+70	Upstream	2
137+15	Downstream	4
173+05	Both	3
303+65	Downstream	1
320+25	Upstream	3
453+85	Both	3 each

EXHIBIT D
 FOREST ROAD SPECIFICATIONS
ADDITIONAL ROAD INSTRUCTIONS

EE to FF: Replace culvert at station 21+30 2ft deeper, as per Exhibit G.

Clear turnouts of vegetative material.

Widen road into the cutbank as marked in the field and as directed by State. Haul material to designated waste area, spread and compact.

From Station	To Station	Distance Into Cutbank(ft)
161+70	163+55	3
192+75	194+65	5
206+75	208+00	3
308+55	310+25	4
314+00	315+55	4
574+60	575+70	3

Construct Rock Buttresses at the following locations as directed by State and as per Exhibit N by removing material to construct an inclined pad for rip rap to be placed on and sloping excavation at a ½:1 slope back up to the road. Endhaul material to designated waste area, spread and compact.

Replace material removed with a rip rap wall and backfill with pitrun as directed by State, in accordance with Exhibit E, and as marked in the field to the level of the road. Except at station 401+40, do not fell any trees over 5" dbh.

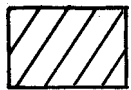
From Station	To Station	Depth(ft)	Width(ft)
339+90	340+25	4	4
356+80	357+15	19.5	12
401+40	402+25	8	6
508+70	509+00	6	6

Clear and pile alders at stockpile site at station 598+40.

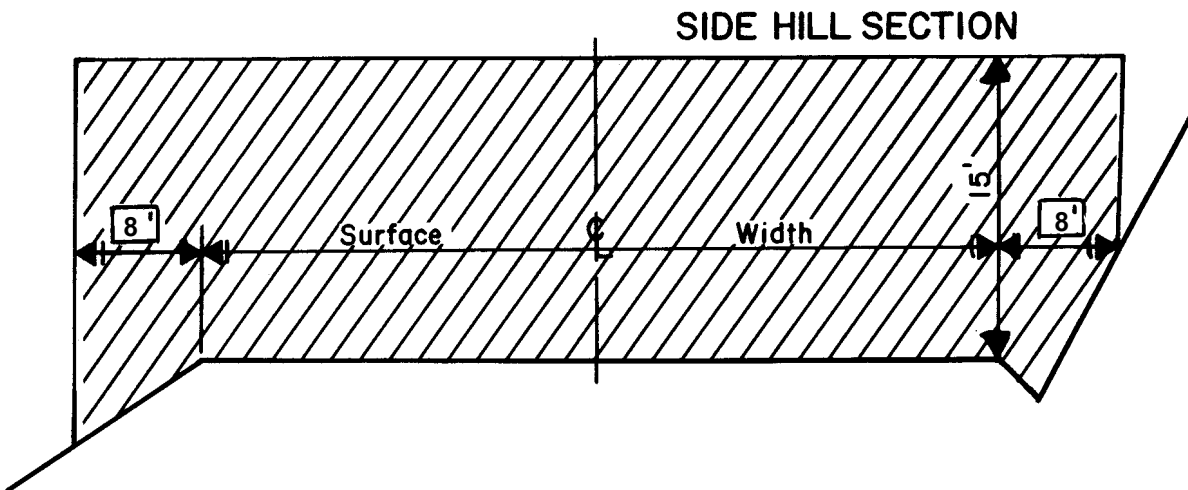
Remove culvert at station 314+20.

GG to HH: Fill in tank trap at the start of the road and rebuild at the end of project work.

EXHIBIT D
ROAD BRUSHING SPECIFICATIONS



Clearing Limits



REQUIREMENTS

Unless otherwise approved in writing by STATE, brush and trees less than 8 inches DBH shall be cut to a height of 6 inches or less above the ground surface or obstructions such as rocks or existing stumps. Trees 8 inches or larger in diameter at stump height shall not be felled but shall be limbed for road visibility. Brushing on project road segments shall be completed prior to subgrade approval. Trees shall not be felled unless a portion of the bole is within the clearing limits.

When spur roads to be brushed end with a Landing, the Landing is to be brushed as directed by STATE.

At stream crossings brushing shall extend 14ft from the edge of the roadway on both sides in the draw.

Debris resulting from the brushing operation shall be removed from the roadway, cutslope, ditches, water courses, culvert inlet and outlets, and sediment catch basins within 72 hours and may be scattered downslope from the road or placed in other stable locations, unless otherwise approved by STATE.

Trees outside the clearing limits shall not be felled unless approved in writing by STATE.

CULVERT AND ROAD MARKER DAMAGES. Culvert and road markers damaged, or any portion of a marker damaged from PURCHASER activities shall be repaired or replaced by PURCHASER.

EXHIBIT D

FULL BENCH AND END-HAUL REQUIREMENTS

Full Bench and End-Haul Areas General Requirements

POINT TO POINT	STA. TO STA.
A to B	6+70 to 30+10
A to B	43+35 to 110+70
C to D	0+00 to 19+30
E to F	All
G to H	6+00 to 11+80
EE to FF	27+20 to 41+50
EE to FF	60+10 to 65+25
EE to FF	83+70 to 88+30
EE to FF	94+10 to 267+60
EE to FF	283+00 to 321+25

POINT TO POINT	STA. TO STA.
EE to FF	324+75 to 331+50
EE to FF	337+90 to 344+70
EE to FF	349+95 to 359+35
EE to FF	364+45 to 375+80
EE to FF	383+45 to 387+40
EE to FF	393+95 to 412+65
EE to FF	435+80 to 449+85
EE to FF	474+85 to 485+40
EE to FF	490+20 to 499+70
EE to FF	505+75 to 596+60

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. Material shall not be sidecast unless specified above.

Clearing and grubbing debris shall be end-hauled.

When controlled blasting is required, it shall be accomplished using timing devices, delayed charges, low intensity shots, or other suitable means to contain material within the road prism.

Containment/Sidecast

Full Containment: No excavated material remains below the road. Pioneer excavation and subgrade construction shall be removed by digging, loading, and hauling rather than by pushing or scraping methods.

Any amount of material exceeding the containment requirements shall be removed by whatever means necessary and endhauled to a designated waste area.

Waste Area Location

- (1) As shown on Exhibit A and as marked in the field.
- (2) Setback from slope break shall be a minimum of 20 feet horizontal measurement.

Waste Area Treatment

- (1) Deposit at waste area, spread evenly, compact, and provide adequate drainage.
- (2) Pile woody debris separate from other waste material.
- (3) Seed all waste areas in accordance with Exhibit M.

EXHIBIT D

FULL BENCH AND END-HAUL REQUIREMENTS

- (4) No trees shall be felled in waste areas outside the timber sale units.
- (5) Waste Area Special Instructions:
- WA #1 – No more than 10ft deep.
 - WA #2 – No more than 800CY.
 - WA #5 – No more than 10ft deep
 - WA #7 – Deposit to the outbound side.
 - WA #12 – No more than 900CY.
 - WA #16 – Push material against hillside.
 - WA #17 – No more than 2,000CY and no more than 10ft deep.
 - WA #18 – Clear an area 130ft long X 45ft Wide going down the ridge to the north from the landing at 79+10 on A to B. Woody material will be piled on the northwest side of the landing in the area marked “Woody Debris Waste Area.” Height of waste material shall not exceed 10ft.

EXHIBIT E

ROAD SURFACING

ROAD SEGMENT:		A to B			STATIONS:		0+00	to	110+70
Application	Rock Size and Type	Location	Compacted Depth	Volume (CY) per		Number of Units	Curve Widening (CY)	Approx. Total (CY)	
Road Rock	Crushed 1.5"-0"	6+70 to 30+10	3 "	station	15	23.40	20	370	
Turnouts	Crushed 1.5"-0"	A to B	3 "	TO	10	4		40	
Application	Rock Size and Type	Location	Approx. Total (CY)						
Spot / Leveling Rock	Crushed 1.5"-0"	As directed	300						
Spot Rock	Jawrun 4"-0"	9+40	20						
Widening	Jawrun 4"-0"	22+15	20						
Widening	Crushed 1.5"-0"	22+15	5						
Widening	Jawrun 4"-0"	26+15	10						
Widening	Crushed 1.5"-0"	26+15	5						
Energy Dissipator	Rip rap 24"-12"	46+70	20						
Energy Dissipator	Rip rap 12"-6"	48+50	5						
Energy Dissipator	Rip rap 12"-6"	52+30	5						
Culvert Backfill/bedding	Crushed 1.5"-0"	55+60	20						
Energy Dissipator	Rip rap 12"-6"	55+60	5						
Culvert Backfill/bedding	Crushed 1.5"-0"	58+30	20						
Energy Dissipator	Rip rap 12"-6"	58+30	5						
Energy Dissipator	Rip rap 24"-12"	63+30	5						
Culvert Backfill/bedding	Crushed 1.5"-0"	71+25	20						
Energy Dissipator	Rip rap 12"-6"	71+25	5						
Widening	Jawrun 4"-0"	72+30	10						
Widening	Crushed 1.5"-0"	72+30	5						
Landing Rock	Jawrun 4"-0"	79+10	280						
Turnaround	Jawrun 4"-0"	83+50	40						
Landing Rock	Jawrun 4"-0"	87+70	280						

ROAD SEGMENT:		C to D		STATIONS:		0+00	to	25+95
Application	Rock Size and Type	Location	Approx. Total (CY)					
Culvert Backfill/bedding	Crushed 1.5"-0"	1+00	20					
Energy Dissipator	Rip rap 12"-6"	1+00	5					
Spot Rock	Crushed 1.5"-0"	As Directed	30					

ROAD SEGMENT:		E to F		STATIONS:		0+00	to	9+30
Application	Rock Size and Type	Location	Approx. Total (CY)					
Spot Rock	Crushed 1.5"-0"	As Directed	10					
Landing Rock	Jawrun 4"-0"	As Directed	150					

EXHIBIT E
ROAD SURFACING

ROAD SEGMENT:		G to H		STATIONS:		0+00 to 27+00	
Application	Rock Size and Type		Location		Approx. Total (CY)		
Spot Rock	Crushed	1.5"-0"	As Directed		50		

ROAD SEGMENT:		EE to FF		STATIONS:		0+00 to 602+10	
Application	Rock Size and Type		Location		Approx. Total (CY)		
Culvert Backfill/bedding	Crushed	1 1/2"-0"	21+30		30		
Energy Dissipator	Rip Rap	12"-6"	21+30		5		
Energy Dissipator	Rip Rap	12"-6"	43+00		5		
Energy Dissipator	Rip Rap	12"-6"	45+25		5		
Culvert Backfill/bedding	Crushed	1 1/2"-0"	66+60		10		
Culvert Backfill/bedding(30yd each)	Crushed	1 1/2"-0"	60+10 to 354+55		480		
Energy Dissipator(5yd each)	Rip Rap	12"-6"	60+10 to 354+55		80		
Culvert Removal	Crushed	1 1/2"-0"	162+05		35		
Road Widening	Jawrun	4"-0"	161+70		10		
Road Widening	Crushed	1 1/2"-0"	161+70		5		
Energy Dissipator	Rip Rap	12"-6"	168+20		5		
Fill Armor	Rip Rap	24"-12"	172+50		20		
Road Widening	Jawrun	4"-0"	192+75		15		
Road Widening	Crushed	1 1/2"-0"	192+75		10		
Road Widening	Jawrun	4"-0"	206+75		15		
Road Widening	Crushed	1 1/2"-0"	206+75		10		
Rip Rap Wall & Energy Dissipator	Rip Rap	48"-24"	241+45		70		
Energy Dissipator	Rip Rap	12"-6"	250+35		5		
Energy Dissipator	Rip Rap	24"-12"	272+55		5		
Road Widening	Jawrun	4"-0"	308+55		15		
Road Widening	Crushed	1 1/2"-0"	308+55		10		
Road Widening	Jawrun	4"-0"	314+00		15		
Road Widening	Crushed	1 1/2"-0"	314+00		10		
Culvert Removal	Crushed	1 1/2"-0"	314+20		25		
Energy Dissipator	Rip Rap	48"-24"	319+75		20		
Backfill	Jawrun	4"-0"	319+75		60		
Bedding/Backfill	Crushed	1 1/2"-0"	319+75		60		

EXHIBIT E

ROAD SURFACING

ROAD SEGMENT: EE to FF		STATIONS: 0+00 to 602+10	
Application	Rock Size and Type	Location	Approx. Total (CY)
Rip Rap Wall	Rip Rap 48"-24"	339+90	20
Rip Rap Wall	Crushed 1 1/2"-0"	339+90	20
Rip Rap Wall	Rip Rap 48"-24"	356+80	190
Rip Rap Wall	Crushed 1 1/2"-0"	356+80	30
Energy Dissipator	Rip Rap 24"-12"	374+05	10
Rip Rap Wall	Rip Rap 48"-24"	401+40	115
Rip Rap Wall	Crushed 1 1/2"-0"	401+40	20
Energy Dissipator	Rip Rap 12"-6"	409+80	5
Energy Dissipator	Rip Rap 24"-12"	480+30	10
Energy Dissipator	Rip Rap 12"-6"	491+70	5
Rip Rap Wall	Rip Rap 48"-24"	508+70	40
Rip Rap Wall	Crushed 1 1/2"-0"	508+70	20
Backfill	Jawrun 4"-0"	510+55	260
Bedding/Backfill	Crushed 1 1/2"-0"	510+55	60
Energy Dissipator	Rip Rap 24"-12"	550+40	20
Energy Dissipator	Rip Rap 24"-12"	554+25	10
Energy Dissipator	Rip Rap 24"-12"	558+60	10
Rip Rap Wall/Energy Dissipator	Rip Rap 48"-24"	571+60	40
Road Widening	Jawrun 4"-0"	574+60	10
Road Widening	Crushed 1 1/2"-0"	574+60	5
Energy Dissipator	Rip Rap 12"-6"	596+05	5
Culvert Backfill/bedding(20yd each)	Crushed 1 1/2"-0"	354+55 to 602+10	260
Energy Dissipator(5yd each)	Rip Rap 12"-6"	354+55 to 602+10	65
Turnout Hardening	Jawrun 4"-0"	As directed	120
Waste Area Approaches	Jawrun 4"-0"	527+50	60
Spot Rock	Crushed 1 1/2"-0"	As directed	300

TOTAL ROCK	48"-24" Riprap	24"-12" Riprap	12"-6 Rip Rap	4"-0" Jawrun	1 1/2"-0 Crushed
4,505CY	495CY	110CY	215CY	1,390CY	2,295CY

EXHIBIT E

ROAD SURFACING

Roads shall be uniformly graded and approved by STATE prior to rocking. Additional rock for curve widening is required and has been included in the volume estimates. Turnouts, turnarounds, landings and junctions shall be rocked concurrently with the road. End-dumping of riprap shall not be allowed, unless otherwise approved in writing by STATE. Any additional turnarounds or turnouts created during any operation associated with this timber sale shall be rocked at PURCHASER's expense and as instructed by STATE.

For typical cross section, turnout and turnaround see Forestry Department Drawing Nos. 351-C, 351-D and TOTA-1 at the Forestry Department district office.

CRUSHED ROCK SPECIFICATIONS

Materials. The material shall be fragments of rock crushed to the required size. The material shall be free from vegetation and lumps of clay. STATE may require screening and/or rejecting of materials utilized for production of crushed rock for the purpose of removing excess fine material. Excess fines are present, when greater than 5 percent of a total rock sample weight, passes a #200 sieve. Rock crushing shall be limited to periods when weather conditions are acceptable to STATE.

Quality and Grading Requirements. The base material shall be rock. River gravel shall not be used. Crushed rock shall meet the grading requirements that follow;

Hardness - Test Method AASHTO T 96: 30% Maximum

Durability - Test Method ODOT TM 208
Passing No. 20 Sieve: 30% Maximum

For 12"-6" Rip rap 50 percent or more of the material shall measure at least 12 inches in one dimension. Material shall be clean, well graded, and free of 2"-0" fines.

For 24"-12" Rip rap 50% or more of the rock shall be at 24 inches in one dimension. 100% of the rock shall be at least 12 inches in one dimension.

For 48" – 24" Rip rap 50% or more of the rock shall be at 48 inches in one dimension. 100% of the rock shall be at least 24 inches in one dimension.

Control of rip rap gradation shall be by visual inspection by STATE.

EXHIBIT E

ROCK ACCOUNTABILITY

PURCHASER shall obtain subgrade approval from STATE prior to rocking. Rocking shall be limited to periods when weather conditions are acceptable to STATE and when sediment will not enter streams. Additional surfacing needed because of construction season or construction practice is not included in the preceding ROAD SURFACING table, and shall be furnished at PURCHASER expense.

Rock accountability shall be determined by depth measurement. STATE shall be given 24 hours' notice prior to rocking.

Depth Measurement. Rock shall be spread and compacted according to the depths specified in Exhibit E. Truck measure volumes are given, but shall not limit the amount of rock spread. Depth shall be determined in the most compacted area of the surface cross section. The depth of compacted aggregates shall not vary more than 1 inch from the depth specified in the "Road Surfacing" table in Exhibit E. The average depth for each road segment shall be the specified depth or greater. If additional rock is required because of insufficient depth, the locations and volumes to be added shall be determined by STATE. The conversion from compacted yardage to truck yardage is 1.3 multiplied by the compacted yardage equals truck yardage.

Landings, Junctions, Turnouts, Turnarounds, and Heliports shall have a minimum rock volumes as shown in Exhibit E and visual inspections by STATE.

Curve Surfacing. Extra surface width shall be required for the inside of all curves as follows: 400 divided by the radius of the curve equals the amount of extra width to be surfaced at the depths shown in Exhibit E.

Load Records. Notify STATE before spreading the rock and maintain a record of all rock delivered for spreading. Make the record available for STATE inspection. A report listing the amount of rock delivered (*the prior month) must be submitted no later than the 15th of each month.

EXHIBIT E

COMPACTION AND PROCESSING REQUIREMENTS

Moisture Content: Compaction must take place when moisture content of the materials being compacted is favorable for effective compaction as determined by STATE.

Compaction Pass: A pass is defined as traveling a road section forward and then backward over that same section.

Subgrade. Subgrade surfaces of the road segments listed below shall be graded and compacted prior to rocking. Compaction shall be accomplished by traveling all surfaces from shoulder to shoulder until the surface is smooth and hard and visible deformation ceases. At least 3 passes shall be made over the entire width and length of the road. Compaction shall be accomplished by using one or more of the approved equipment options listed below:

Subgrade shall be crowned or outsloped at 4 to 6 percent as specified in the "Forest Roads Specifications" table in Exhibit D.

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
All	Vibratory Roller

Fills. Embankments and fills shall be placed in approximately horizontal layers not more than 8 inches in depth. Each layer shall be separately, and thoroughly, compacted. Compaction equipment shall be operated over the entire width of each layer until visible deformation of the layers ceases. At least 3 passes shall be made over the entire width and length of each layer.

Placing individual rocks or boulders with more depth than the allowed layer thickness shall be permitted, provided the embankment will accommodate them. Such rocks and boulders shall be at least 6 inches below the subgrade. They shall be carefully distributed and the voids filled with finer material, forming a dense and compacted mass. Compaction shall be accomplished by using one or more of the approved equipment options listed below:

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
Culvert Backfills	Tampingfoot, hand operated vibratory, backhoe mounted tamper
Fills	Vibratory Roller

EXHIBIT E

COMPACTION AND PROCESSING REQUIREMENTS

Crushed Rock. The rock shall be uniformly mixed and spread in layers on the approved roadbed. Each layer of crushed rock shall be moistened or dried to uniform moisture content suitable for maximum compaction and compacted in layers not to exceed 6 inches in depth. When more than 1 layer is required, each shall be shaped, compacted, and approved by STATE before the succeeding layer is placed. Any irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing material until the surface is smooth and uniform. Each layer shall be compacted with a minimum of 3 passes over the entire width and length of the road until the surface is smooth and hard and visible deformation ceases. Compaction shall be accomplished by using one or more of the approved equipment options listed below:

Rock shall be compacted and processed during the same project period it is spread, unless otherwise approved in writing by STATE.

Rock shall be crowned or outsloped at 4 to 6 percent as specified in the “Forest Roads Specifications” table in Exhibit D.

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
All	Vibratory Roller

Existing Crushed Rock. The existing rock shall be unearthed to a minimum depth of 4 inches or to 1 inch below the bottom of potholes, whichever is greater. The existing rock shall then be uniformly mixed and moistened or dried to a uniform moisture content suitable for maximum compaction and compacted. Any irregularities or depressions that develop during compaction shall be corrected by loosening the material at these places and adding or removing material until the surface is smooth and uniform. The existing rock shall be compacted with a minimum of 3 passes over the entire width and length of the road. Compaction shall be accomplished by using the approved equipment listed below or others approved by STATE:

Existing crushed rock shall be compacted and processed after completion of all project work and log hauling, unless otherwise approved in writing by STATE.

Rock shall be crowned or outsloped at 4 to 6 percent as specified in the “Forest Roads Specifications” table in Exhibit D.

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
A to B(Spot Roll), E to F, EE to FF	Vibratory Roller

EXHIBIT E

COMPACTION EQUIPMENT OPTIONS

Vibratory Rollers. The drum shall have a smooth surface, a diameter not less than 48 inches, a width not less than 58 inches, and a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 VPM, corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 VPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled and operated at speeds ranging from 0.9 miles to 1.8 miles per hour, as directed by STATE.

Tampingfoot Compactors. Tampingfoot compactors shall exert a minimum pressure of 250 pounds per square inch on the ground area in contact with the tamping feet. The compactor shall cover a minimum width of 60 inches per pass and weigh a minimum of 16,000 pounds.

Vibratory Hand-Operated or Backhoe-Mounted Tamper. Vibratory hand-held or hydraulic tampers shall be used for compaction of backfill materials around culverts (and/or bridge approach embankment materials around abutments). The tamper shoe dimensions shall be a minimum of 10" X 13" and capable of a centrifugal force of 2,250 pounds.

EXHIBIT F

ROCK QUARRY DEVELOPMENT AND USE

1. PURCHASER shall prepare a written development plan for the quarry area. The plan shall be submitted to STATE for approval prior to conducting any operation in quarry area. The plan shall include, but not be limited to:
 - (a) Location of quarry floor, benches, and roads to benches.
 - (b) Disposal site for woody debris, overburden and reject material.
 - (c) Time lines for rock quarry use.
 - (d) Erosion control measures.
 - (e) Oversize material location
2. PURCHASER shall schedule and coordinate quarry and stockpile usage with other existing or planned activity requiring quarry or stockpile usage. **PURCHASER shall notify STATE 5 days prior to the start of quarry development activities.**
3. Fall all timber within the posted right-of-way boundary and remove all merchantable timber. All woody debris, including stumps and slash shall be hauled to the designated disposal areas.
4. Where overburden removal limits have not been marked, they shall extend for a distance of at least 20 feet beyond the developed rock source. Overburden removal limits, when marked, are designated by orange right-of-way boundary tags. Overburden shall be hauled to a designated waste area. Overburden shall be spread evenly, grass seeded, and compacted at the waste area and woody debris stacked separately. Areas of overburden removal shall be inspected for completeness and approved by STATE prior to drilling or rock removal.
5. PURCHASER shall conduct the Operations relative to the disposal of waste material in such manner that silt, rock, debris, dirt, or clay shall not be washed, conveyed, or otherwise deposited in any stream. All waste shall be deposited at an approved "waste disposal site."
6. The quarry floor shall be developed to provide drainage away from the quarry. All quarry and stockpile site drainage ditches shall be developed and maintained. Drainage ditches shall not discharge into streams.
7. Benches shall be constructed and maintained at intervals of 40 feet or less in height and shall be a minimum of 20 feet in width. Any gravel or talus slopes shall be left with a working face at an angle of 60 percent or less. There shall be a minimum of one bench with an access road to it. Said bench shall be easily accessible with tractors.
8. The STATE shall be notified two working days prior to the beginning of drilling operations. Working days shall be defined as Monday through Friday, 6:00 a.m. to 2:30 p.m.
9. Controlled blasting techniques shall be utilized for any blasting operations, and shall be accomplished using timing devices, delayed charges, low intensity shots, or other suitable means to contain as much material as possible within the quarry development area (full containment). Each low intensity shot shall be shot into the previous shots' void in order to contain all the material in the quarry development area. Each shot shall also have a "tattle-tale" end cap so that it is known if all charges were detonated. The purchaser shall detonate or remove all non-detonated explosives from STATE LANDS. PURCHASER shall maintain a comprehensive blasting log that contains all pertinent data for all blasting operations. The blasting log shall be submitted to the STATE after the completion of all blasting activity. The blasting log is intended for STATE record keeping purposes only.

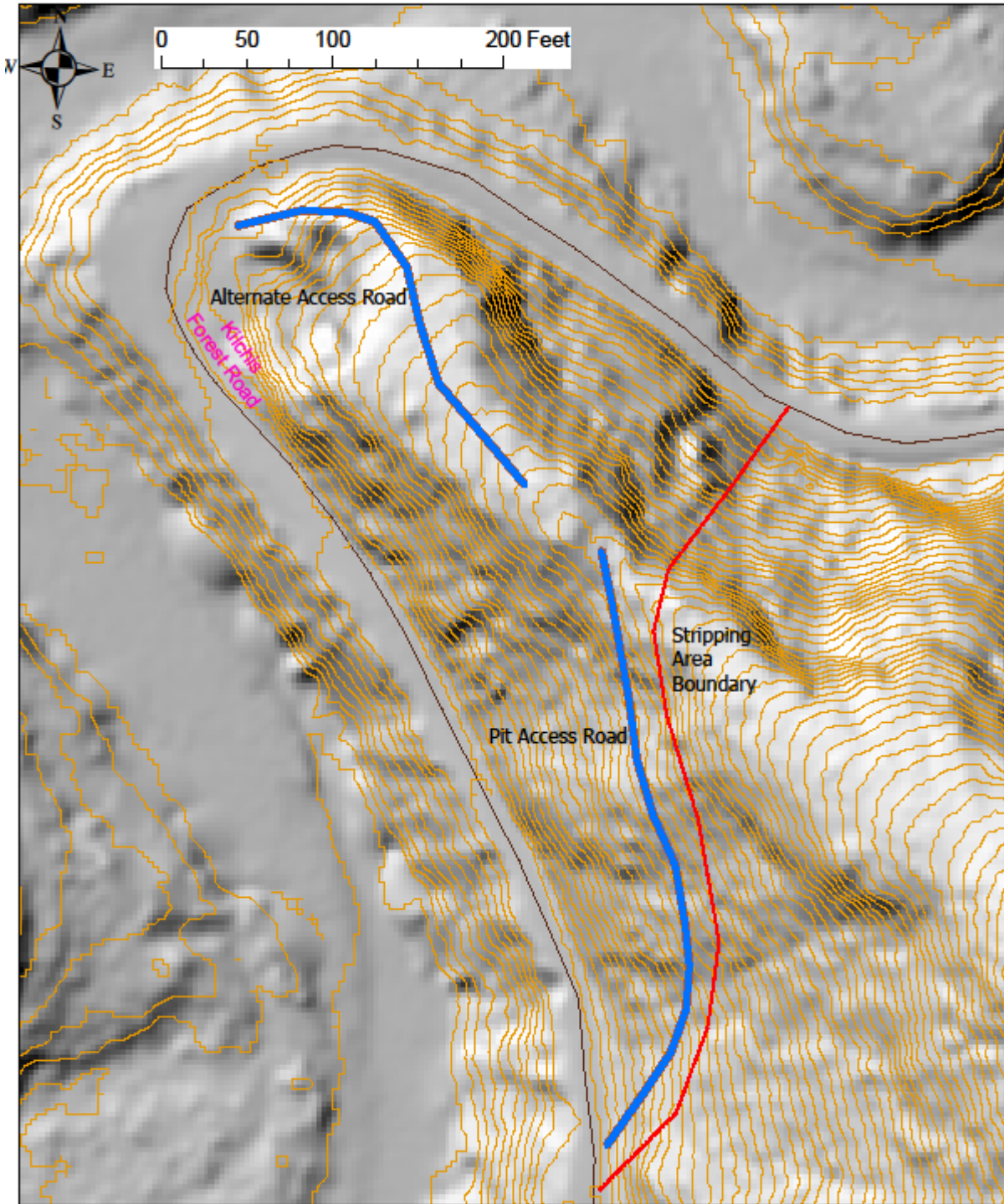
EXHIBIT F

ROCK QUARRY DEVELOPMENT AND USE

10. Quarry face shall be developed in a uniform manner. All quarry backslopes shall be left in a stable condition.
11. Oversized material that is produced shall be piled in the vicinity of the quarry as directed by STATE.
12. The quarry site shall be left in a condition free from overburden and debris. Access roads to the quarry, benches, and the quarry floor shall be cleared of unused shot rock and dirt at the termination of use. Access roads shall be waterbarred to provide drainage as specified in Exhibit H and blocked as directed by STATE. Unused shot rock material that is produced shall be piled in the vicinity of the quarry as directed by STATE. **Dirt, overburden, and reject material shall be hauled to Waste Area #14.**
13. Proper winterization and storm-water control measures such as waterbarring, drainage, utilization of filter bales, mulching and/or blocking access shall be constructed and maintained to protect the watershed and Project Work, as directed by STATE.
14. Apply seed to the waste area, as specified in Exhibit M.

EXHIBIT F

ROCK QUARRY DEVELOPMENT AND USE



Sawtooth Pit

EXHIBIT G

CULVERT SPECIFICATIONS

All culvert materials shall be furnished and installed by PURCHASER, unless otherwise specified in the Contract. Culverts 30 inches in diameter and smaller shall be constructed of corrugated polyethylene. Culverts 36 inches in diameter and larger shall be constructed of corrugated aluminized Type 2 steel. Polyethylene culverts shall be double-walled and meet the requirements of AASHTO M-294-11, Type S, or ASTM F2648. Aluminized (Type 2) steel culverts shall meet the requirements of AASHTO M-36-03¹.

Lengths of individual culvert sections shall be not less than 10 feet, unless otherwise provided for in special instructions. The shortest culvert section length shall be placed at the inlet end.

Culverts 36 inches in diameter or larger shall have 1:1 beveled inlets.

Joining shall be done with bands of like material and corrugations. Manufacturers' instructions shall be followed for prefabricated pipe assembly. Polyethylene joints shall be made with split couplings, corrugated to engage the culvert corrugations, and shall engage a minimum of 4 corrugations, 2 on each side of the culvert joint.

Watertight joints with gaskets are required for all culverts 36 inches in diameter or larger. Required gasket materials shall be in accordance with the minimum requirements of the Oregon Department of Transportation Drawing RD 326, or as approved in writing by STATE.

Culverts shall be located according to the alignment and grade as shown on the Plan and Profile, and/or as staked in the field, or as specified in special instructions.

The STATE Representative shall determine final culvert locations and stake the locations in the field prior to installation.

Cross drain culverts on road grades in excess of 3 percent shall be skewed at least 30 degrees from perpendicular to the road centerline, except that cross drain culverts at the low point of dips in roads shall not be skewed.

Culvert grade shall slope away from ditch grade at least 5 percent unless otherwise specified.

The foundation and trench walls for all culverts shall be free from logs, stumps, limbs, stones, and other objects which would dent or damage the culvert. The culvert trench shall be excavated 3 culvert diameters wide to permit compaction and working on each side of the culvert. Tamping shall be done in 6-inch lifts, 1 culvert diameter each side of the culvert to 95 percent density or over. Bedrock shall be excavated as required to provide a uniform foundation for the full length of the culvert. Minimum bedding depth shall be 6 inches.

A bedding of granulated material or crushed rock as specified in Exhibit E shall be placed to provide a wide band of support and to transmit the load from above evenly over the entire length of the culvert.

Backfill shall consist of granulated material, crushed rock as specified in Exhibit E, or job-excavated soil free of stumps, limbs, rocks, or other objects which would damage the culvert.

Transporting of the culvert shall be done carefully. Dragging or allowing free fall from trucks or into trenches shall not be permitted.

EXHIBIT G

CULVERT SPECIFICATIONS

Minimum height of cover over top of culvert to subgrade when road is to be rocked shall be as follows: 12" for culverts 18" to 36" in diameter and 18" for culverts 42" to 96" in diameter. Minimum vertical cover for other designs shall be as specified by STATE.

The ends of each culvert shall be free of logs and debris which would restrict the free flow of water. The intake end of relief culverts shall be provided with a sediment catching basin 3 feet in diameter at the bottom. The outlet end of any culvert which would allow water to erode embankment soil shall be provided with an energy dissipator, half round, or other approved slope protection device. Construct lead-off ditches away from culvert outlets where the slope gradients restrict the free flow of water.

Tamping is required on all culverts. Backfills on culverts over 30 inches in diameter shall be compacted with a vibratory hand-operated or Backhoe mounted tamper.

The intake end of culverts smaller than 48 inches in diameter shall be marked by installing a 5 foot long, rust-resistant painted steel fence post two feet into the ground, within 6 inches of the inlet on the downgrade side.

All culverts scheduled for replacement shall become property of the PURCHASER and shall be removed from STATE land in the same project period in which replacement occurred.

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.

A manufacturer's certification that the product was manufactured, tested, and supplied in accordance with this specification shall be furnished to STATE upon request.

Following are the minimum standard gauges for steel culvert and coupling bands. Some culverts may require different gauges and may be found in the culvert listing.

<u>Dia.</u>	<u>Steel Culvert</u>	<u>Thickness</u>		<u>Band Gauges</u>	<u>Band Widths (")</u>	
	<u>Gauge</u>	<u>Uncoated</u>	<u>Coated</u>		<u>Annular</u>	<u>Helical</u>
18-36	16	(0.0598")	(0.064")	16	12	12
48	14	(0.0747")	(0.079")	16	24	24

EXHIBIT G

CULVERT LIST

CULVERT NO.	DIAMETER (Inches)	LENGTH (Feet)	ROAD SEGMENT Point to Point	STATION
1	18	30	A to B	55+60
2	18	30	A to B	58+30
3	18	30	A to B	71+25
4	18	30	C to D	1+00
5	18	30	EE to FF	21+30*
6	18	10	EE to FF	66+60^
7	18	30	EE to FF	84+75
8	18	30	EE to FF	119+35
9	24	30	EE to FF	161+70
10	24	40	EE to FF	163+25
11	18	30	EE to FF	164+40
12	30	30	EE to FF	168+20
13	24	30	EE to FF	171+60
14	18	30	EE to FF	191+15
15	18	30	EE to FF	228+85
16	18	30	EE to FF	235+25
17	18	30	EE to FF	251+05
18	24	30	EE to FF	272+55
19	18	30	EE to FF	272+95
20	18	30	EE to FF	303+65
21	18	30	EE to FF	315+55
22	48	40	EE to FF	319+75
23	18	30	EE to FF	358+15
24	18	30	EE to FF	369+60
25	18	30	EE to FF	374+05
26	18	30	EE to FF	395+95
27	18	30	EE to FF	412+65
28	18	30	EE to FF	441+70
29	18	30	EE to FF	480+80

* = Install culvert 2ft deeper than existing culvert. ^ = Replace 10ft of culvert at inlet end, Aluminized steel.

EXHIBIT G

CULVERT LIST

CULVERT NO.	DIAMETER (Inches)	LENGTH (Feet)	ROAD SEGMENT Point to Point	STATION
30	36	40	EE to FF	510+55
31	18	40	EE to FF	511+30
32	18	30	EE to FF	546+90
33	18	30	EE to FF	553+85
34	18	30	EE to FF	558+70
35	18	30	EE to FF	567+85
36	18	30	EE to FF	581+80

TOTAL LENGTHS BY DIAMETER				
18 INCH	24 INCH	30 INCH	36 INCH	48 INCH
860 Feet	130 Feet	30 Feet	40 Feet	40 Feet

EXHIBIT G

TYPICAL EMBEDDED ENERGY DISSIPATOR

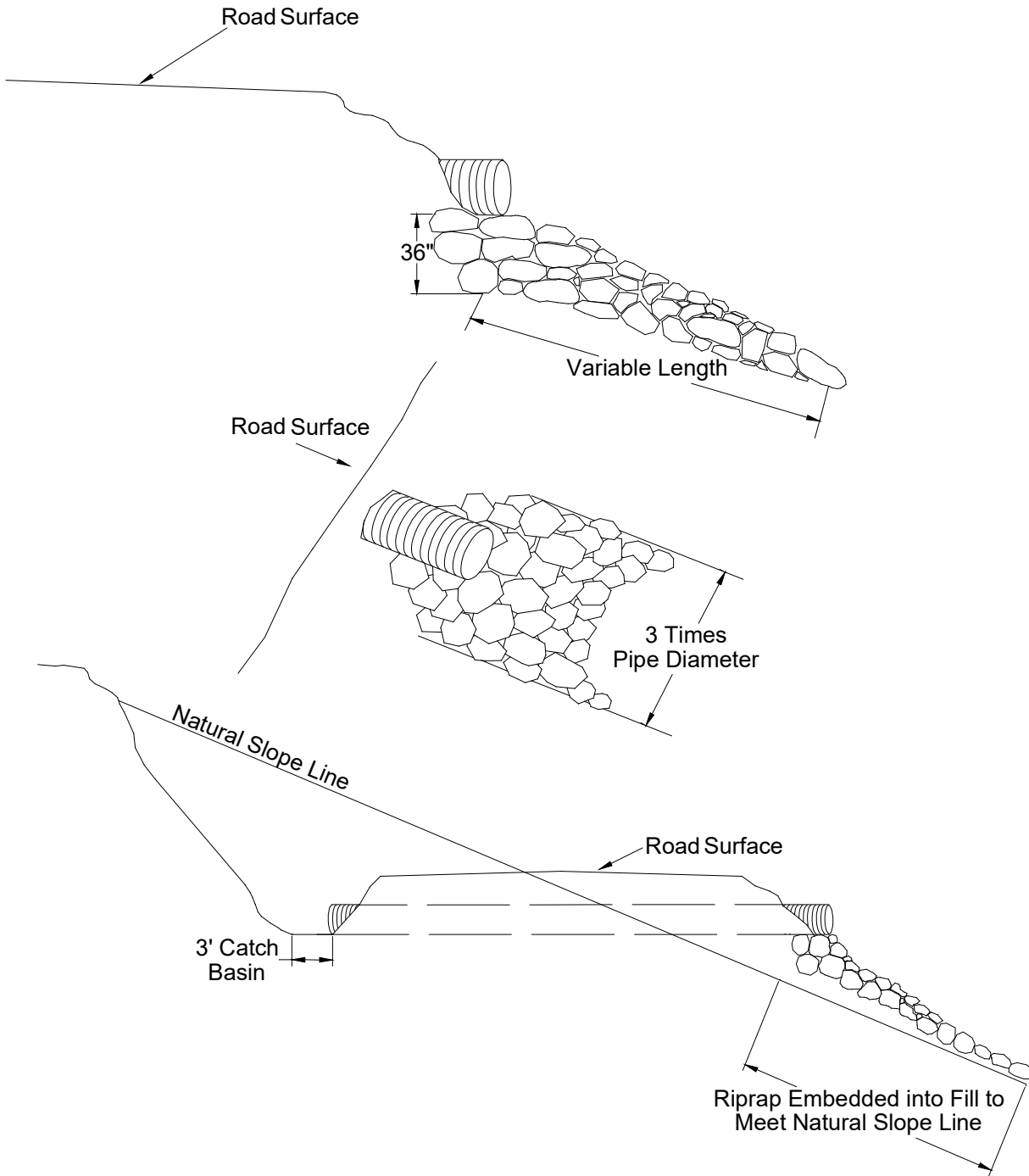
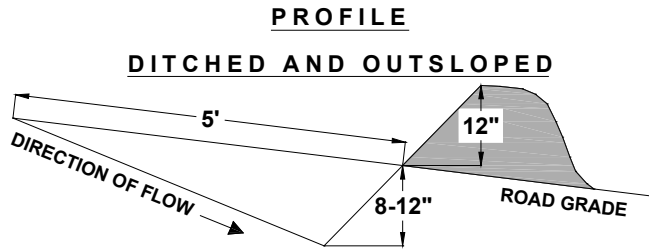
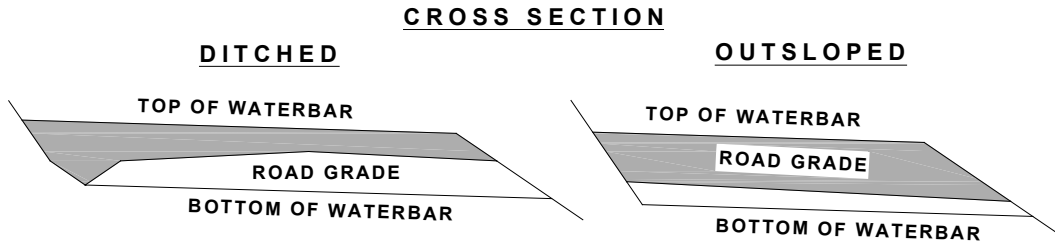


EXHIBIT H
WATERBAR SPECIFICATIONS



SPACING OF WATERBARS	
ROAD GRADE	DISTANCE
< 6 %	400'
6 - 10 %	200'
11 - 15 %	150'
> 15 %	100'



CONSTRUCT DITCHOUT THRU ANY EXISTING BERM.
CROSS DRAINAGE GRADIENT MINIMUM 3%.

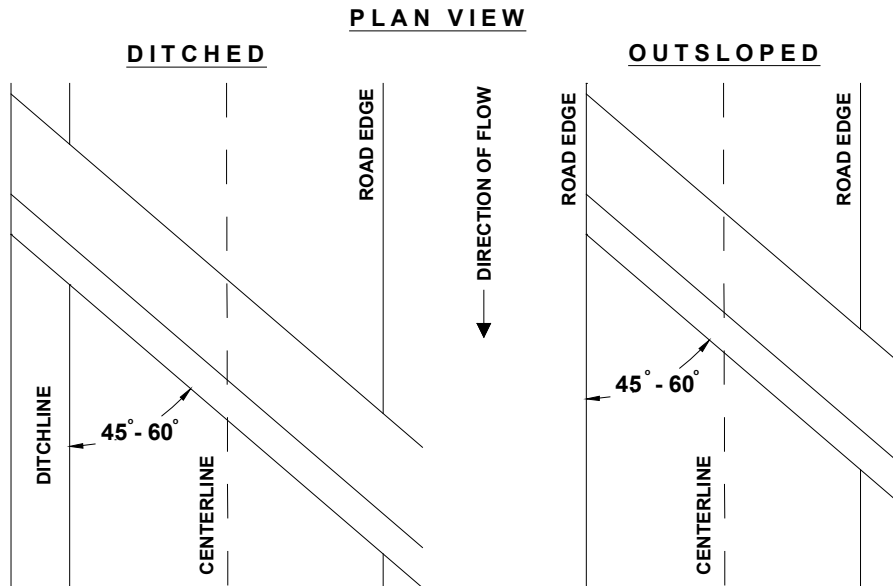
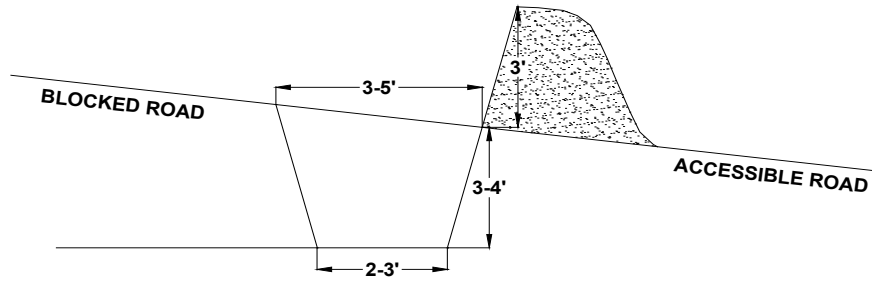


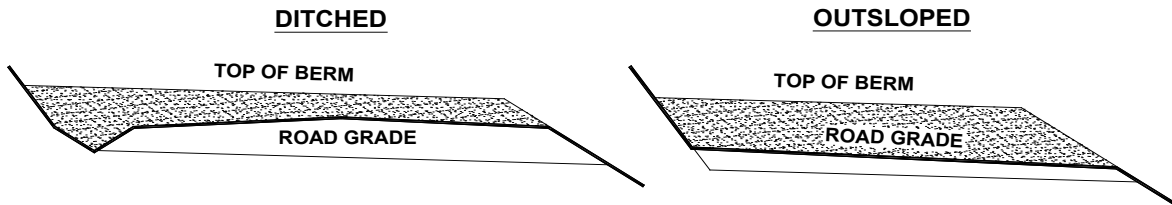
EXHIBIT I

TANK TRAP SPECIFICATIONS

**PROFILE
DITCHED AND OUTSLOPED**

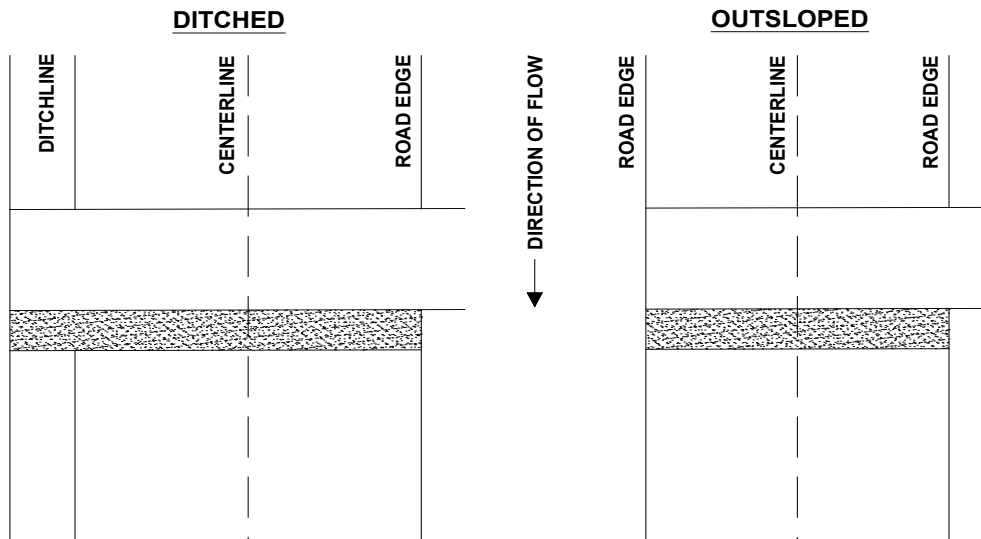


CROSS SECTION



CONSTRUCT DITCHOUT THRU ANY EXISTING BERM.
CROSS DRAINAGE GRADIENT MINIMUM 3%

PLAN VIEW



It should be sloped to drain with a relief ditch through the down slope edge of the road. The trench shall be behind the berm for approaching traffic.

EXHIBIT J
TYPICAL SIDECAST PULLBACK

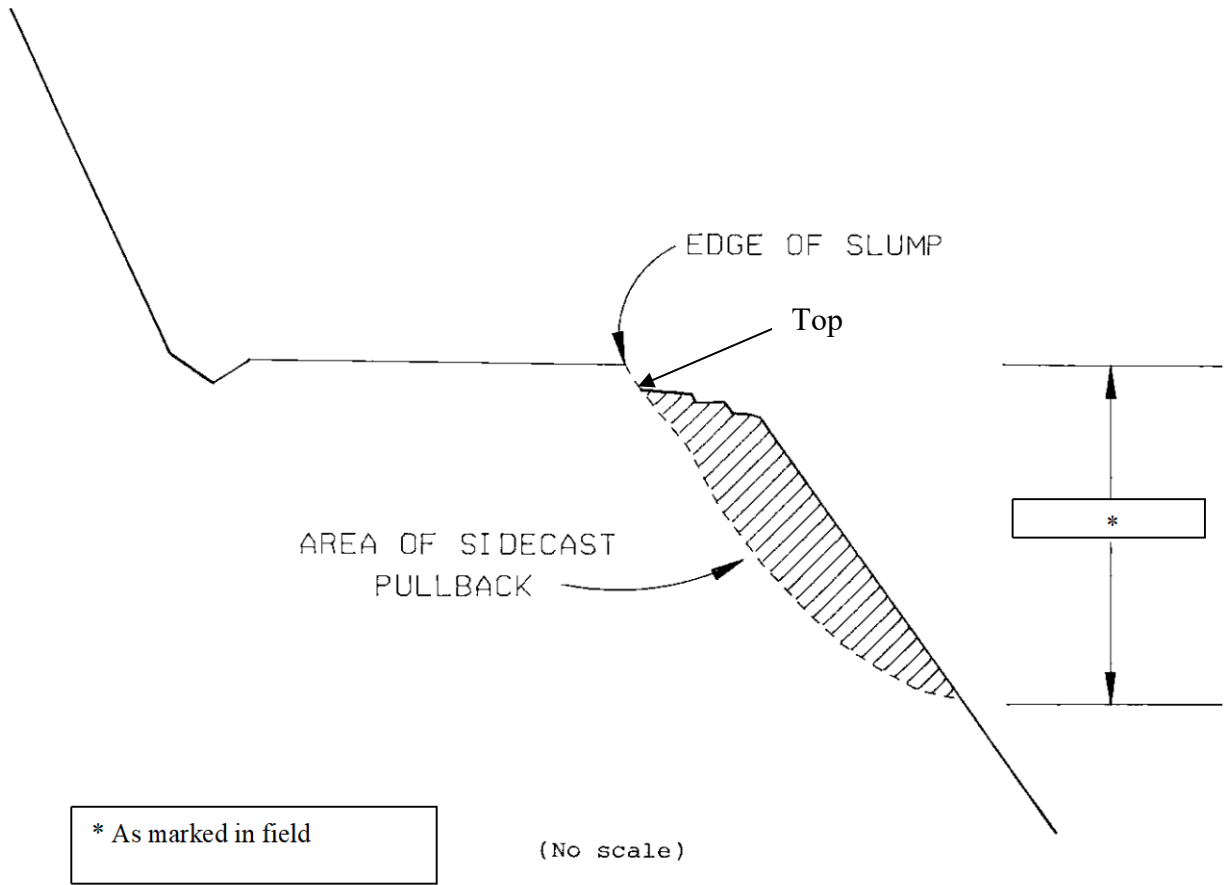
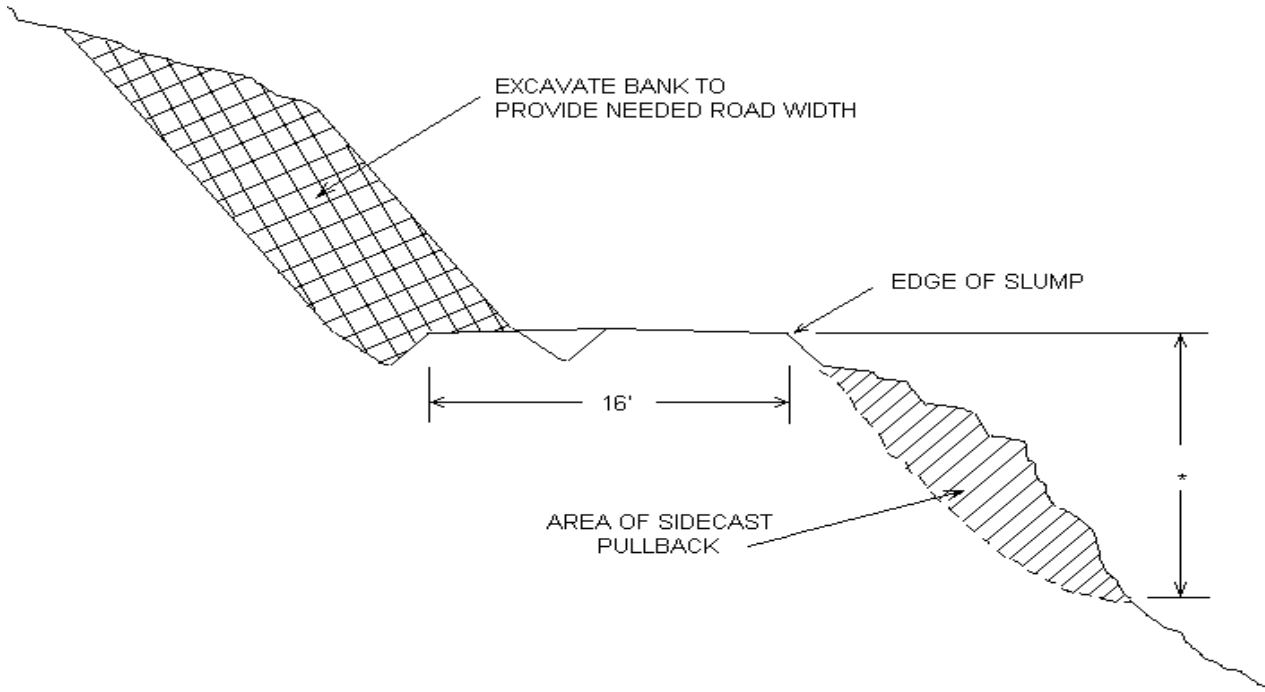


EXHIBIT J

TYPICAL CROSS SECTION VIEW OF SIDECAST PULLBACK AND ROAD REALIGNMENT



(No Scale)

* As marked in field

EXHIBIT K

SPECIFICATIONS FOR LANDING SLASH PILING

Piling Slash: All piles shall be as compact as possible. Piles shall be built to a height of 3 to 4 feet and then covered to prevent water from reaching the Slash. Each pile shall be covered with polyethylene plastic sheeting. State shall supply the materials used for covering the Slash. Additional woody debris shall be piled on top of the covered piles to complete the piling, as directed by STATE.

Placement of Piles: Piles shall be placed in a location to minimize damage from burning to standing green trees, snags, and culverts. Piles shall be placed as follows:

- (a) No less than 50 feet from any snag, green tree, or culvert, unless otherwise approved by STATE.
- (b) Cull log segments suitable for firewood shall be piled separately from Slash at a distance of no closer than 50 feet from the Slash piles.

EXHIBIT L

SPECIFICATIONS FOR SKID ROAD CLOSURE

All skid/forwarder roads shall be closed by PURCHASER prior to the timber sale completion.

Skid roads shall be closed by constructing a barrier which makes the road impassable to vehicular traffic. Where skid roads meet permanent forest roads, PURCHASER shall block access to vehicular traffic by placing several root wads across the road.

All berms or holes caused by logging Operations shall be flattened out to as close to the natural slope as possible.

Scatter locally available woody material (logs, stumps, brush, Slash, etc.) on the closed running surface.

Waterbar the subgrade and running surface at a spacing of no more than 100 feet and as specified in Exhibit H, "Waterbar Specifications."

Apply seed to the roadbed as specified in Exhibit M, "Seeding and Mulching."

EXHIBIT M
SEEDING AND MULCHING

SEEDING AND MULCHING [Native Seed]

This work shall consist of preparing seedbeds and furnishing and placing required seed and straw mulch. Straw mulch shall consist of straw that is free of noxious weeds.

Seeding Seasons. Seeding shall be performed only from March 1 through June 15 and August 15 through October 31. Seeding materials shall not be applied during windy weather or when the ground is excessively wet or frozen. Areas of disturbed soil shall be seeded by the end of the project period in which work was started. CONTRACTOR shall notify STATE within 24 hours of seeding application.

APPLICATION METHODS FOR SEED

Dry Method. Mechanical seeders, seed drills, landscape seeders, cultipacker seeders, or other approved mechanical seeding equipment shall be used to apply the seed in the amounts specified. Hand-operated seeding devices may be used when seed is applied in dry form.

APPLICATION RATES FOR SEED

Any mixture of the native seed species listed below shall be applied at the recommended rates shown in the table. At least 50% of the mixture shall include species recommended for Erosion control.

NATIVE SPECIES	Coverage ft²/lb	Broadcast Rate lbs/acre	Recommended for Erosion Control
Barley – Meadow	1,740	50-62.5	Yes
Bentgrass – Spike	43,560	2-2.5	
Brome – California	1,740	50-62.5	Yes
Fescue – Native Red	2,200	20-25	
Fescue – Sand	3,110	28-35	Yes
Hairgrass – Slender	7,260	12-15	Yes
Hairgrass – Tufted	10,890	8-10	
Junegrass – Prairie	43,560	2-2.5	Yes
Wheatgrass – Slender	2,180	20	Yes
Wildrye Blue	2,175	40-50	

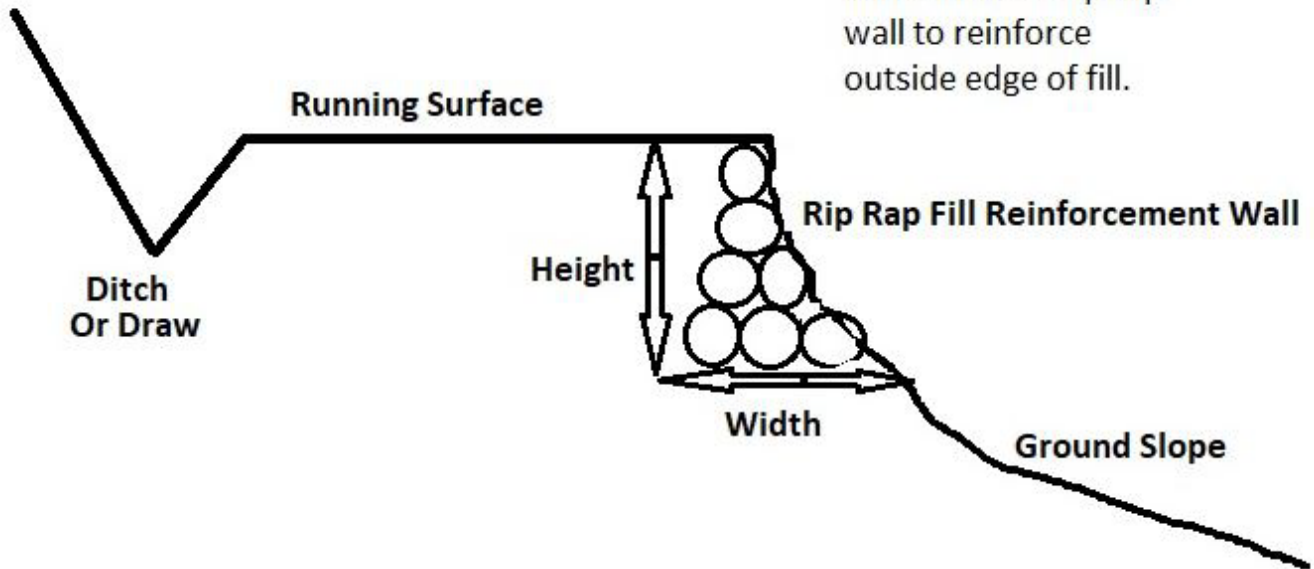
Mulching Period. Straw mulch shall be applied within 24 hours of spreading grass seed.

APPLICATION RATES FOR MULCH

Place weed free straw mulch to a reasonably uniform thickness of 1½ to 2½ inches. This rate requires between 2 and 3 tons of dry mulch per acre.

EXHIBIT N
ROCK BUTTRESS

Excavate material for the height and width indicated in Exhibit D. Endhaul all material and construct rip rap wall to reinforce outside edge of fill.





"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
Kilchis Company Re-bid
Sale TL-341-2026-W00958-01

District: Tillamook

Date: February 20, 2026

Cost Summary

	Conifer	Hardwood	Total
Gross Timber Sale Value	\$393,343.13	\$7,542.73	\$400,885.86
		Project Work:	(\$286,340.00)
		Advertised Value:	\$114,545.86



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
 Kilchis Company Re-bid
 Sale TL-341-2026-W00958-01

District: Tillamook

Date: February 20, 2026

Timber Description

Location: Portions of Section 2 of T1N R9W W.M Tillamook County, Oregon

Stand Stocking: 60%

Specie Name	AvgDBH	Amortization (%)	Recovery (%)
Douglas - Fir	17	0	100
Western Hemlock / Fir	18	0	100
Sitka Spruce	27	0	100
Alder (Red)	15	0	100

Volume by Grade	2S	3S & 4S 6"-11"	Camprun	Total
Douglas - Fir	351	819	0	1,170
Western Hemlock / Fir	83	28	0	111
Sitka Spruce	51	35	0	86
Alder (Red)	0	0	221	221
Total	485	882	221	1,588

Comments:

Additional Costs – KILCHIS COMPANY

Pond Values Used: January 2026

Region: Astoria, Forest Grove, and Tillamook

Western red cedar and other cedars stumpage price = \$1,310.00/MBF - \$491/MBF = \$819/MBF

Conifer Utility SC and PC = \$318.44/MBF x .5 = \$159.22/MBF

Pulp (Conifer and Hardwood) Price = \$2.50/Ton

FUEL COST ALLOWANCE = \$5.00/Gallon

HAULING COST ALLOWANCE (\$120.00/hr x 10 hr.= \$ 1,200.00) = \$1,200/DAY

BRAND AND PAINT ALLOWANCE = \$2.00/ MBF

Other costs with no profit and risk added:

TOTAL Other Costs with no profit and risk to be added = \$00.00

Other Costs with Profit and Risk Added:

Tailhold OR guybacks dozer move-in: \$1,000/machine x 4 machines = \$4,000

TOTAL Other Costs with Profit and Risk added = \$4000

ODF Road Maintenance

Spot Rocking: 20cy/MMBF/mile x 1.588MMBF x \$25/cy x 8 miles /1588MBF = \$4.00/MBF

Final Maintenance Grading: \$1,500/mile x 8 miles/ 1588 MBF = \$7.56/MBF

Final Maintenance Compaction: \$900/mile x 2 miles/1588 MBF = \$1.13/MBF

Total Road Maintenance: = \$12.69/MBF

Slash piling and sorting (Cable Settings): \$10/ac x 103 ac. = \$1030



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
 Kilchis Company Re-bid
 Sale TL-341-2026-W00958-01

District: Tillamook

Date: February 20, 2026

Logging Costs

Operating Seasons: 2.00	Profit Risk: 15%
Project Costs: \$286,340.00	Other Costs (P/R): \$4,000.00
Slash Disposal: \$1,030.00	Other Costs: \$0.00

Miles of Road

Road Maintenance: \$12.69

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	4.0	4.0
Western Hemlock / Fir	\$0.00	3.0	3.6
Sitka Spruce	\$0.00	3.0	3.6
Alder (Red)	\$0.00	2.0	3.8



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
 Kilchis Company Re-bid
 Sale TL-341-2026-W00958-01

District: Tillamook

Date: February 20, 2026

Logging Costs Breakdown

Logging	Road Maint	Fire Protect	Hauling	Other P/R appl	Profit & Risk	Slash Disposal	Brand & Paint	Other	Total
Douglas - Fir									
\$228.89	\$12.69	\$5.53	\$78.12	\$2.52	\$49.16	\$0.65	\$2.00	\$0.00	\$379.56
Western Hemlock / Fir									
\$228.89	\$12.69	\$5.53	\$115.74	\$2.52	\$54.81	\$0.65	\$2.00	\$0.00	\$422.83
Sitka Spruce									
\$228.89	\$12.69	\$5.53	\$115.74	\$2.52	\$54.81	\$0.65	\$2.00	\$0.00	\$422.83
Alder (Red)									
\$228.89	\$12.69	\$5.53	\$164.47	\$2.52	\$62.12	\$0.65	\$2.00	\$0.00	\$478.87

Specie	Amortization	Pond Value	Stumpage	Amortized
Douglas - Fir	\$0.00	\$698.00	\$318.44	\$0.00
Western Hemlock / Fir	\$0.00	\$536.22	\$113.39	\$0.00
Sitka Spruce	\$0.00	\$517.97	\$95.14	\$0.00
Alder (Red)	\$0.00	\$513.00	\$34.13	\$0.00



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal
Kilchis Company Re-bid
Sale TL-341-2026-W00958-01

District: Tillamook

Date: February 20, 2026

Summary

Amortized

Specie	MBF	Value	Total
Douglas - Fir	0	\$0.00	\$0.00
Western Hemlock / Fir	0	\$0.00	\$0.00
Sitka Spruce	0	\$0.00	\$0.00
Alder (Red)	0	\$0.00	\$0.00

Unamortized

Specie	MBF	Value	Total
Douglas - Fir	1,170	\$318.44	\$372,574.80
Western Hemlock / Fir	111	\$113.39	\$12,586.29
Sitka Spruce	86	\$95.14	\$8,182.04
Alder (Red)	221	\$34.13	\$7,542.73

Gross Timber Sale Value

Recovery: \$400,885.86

Prepared By: Nick Stumpf

Phone: 503-815-7026



PROJECT SUMMARY SHEET

Sale: Kilchis Company

IMPROVEMENT

Point	A to B	110+70	stations =	\$110,986.03
Point	C to D	25+95	stations =	\$2,698.81
Point	E to F	9+30	stations =	\$6,064.84
Point	G to H	27+00	stations =	\$4,295.25
Point	EE to FF	602+10	stations =	\$151,426.25
Point	GG to HH	1+40	stations =	\$894.00
SUBTOTAL IMPROVEMENT				\$276,365.18

SPECIAL PROJECTS

Brush 6.7 miles of road \$5,963.00

SUBTOTAL SPECIAL PROJECTS \$5,963.00

MOVE IN

\$4,011.82

GRAND TOTAL **\$286,340.00**

SUMMARY OF CONSTRUCTION COST

Sale:	Kilchis Company	Road:	A to B
Construction -	0+00 stations 0.00 miles	Improvement -	110+70 stations 2.10 miles
Reconstruction -	0+00 stations 0.00 miles		

IMPROVEMENT: CLEARING AND GRUBBING -								
Widening	0.255	acres @	\$955.00	per acre =	\$243.53			
						TOTAL CLEARING AND GRUBBING		\$243.53
IMPROVEMENT: EXCAVATION -								
Pullback	516	cy. @	\$2.20	per c.y.=	\$1,135.20			
Widening	1167	cy. @	\$2.20	per c.y.=	\$2,567.40			
						TOTAL EXCAVATION		\$3,702.60
IMPROVEMENT: ENDHAUL -								
Pullback	22+15	to	22+95	94	cy. @	\$2.08	per c.y.=	\$195.52
Pullback	24+00	to	24+20	8	cy. @	\$2.13	per c.y.=	\$17.04
Pullback	26+25	to	27+10	99	cy. @	\$1.52	per c.y.=	\$150.48
Pullback	27+10	to	27+85	87	cy. @	\$1.45	per c.y.=	\$126.15
Pullback	52+75	to	52+95	20	cy. @	\$1.63	per c.y.=	\$32.60
Pullback	59+25	to	59+80	160	cy. @	\$1.88	per c.y.=	\$300.80
Pullback	72+50	to	73+15	48	cy. @	\$2.35	per c.y.=	\$112.80
Widening	22+15	to	23+30	485	cy. @	\$2.08	per c.y.=	\$1,008.80
Widening	26+15	to	28+60	590	cy. @	\$1.52	per c.y.=	\$896.80
Widening	72+30	to	73+25	92	cy. @	\$2.35	per c.y.=	\$216.20
Spread & compact				1683	cy. @	\$0.55	per c.y.=	\$925.65
								TOTAL ENDHAUL
								\$3,982.84
CULVERTS - MATERIALS & INSTALLATION								
<u>Culverts</u>	90	LF of 18"		\$2,272.50				
				\$2,272.50				
<u>Culvert Stakes & Markers</u>								
	3	markers		\$27.00				
								TOTAL CULVERTS
								\$2,299.50
ROCK								
6+70 to	30+10	410	cy. of	Crushed	@	\$23.79	per c.y.=	\$9,753.90
Spot / Leveling Rock	As directed	300	cy. of	Crushed	@	\$22.56	per c.y.=	\$6,768.00
Spot Rock	9+40	20	cy. of	Jawrun	@	\$23.64	per c.y.=	\$472.80
Widening	22+15	20	cy. of	Jawrun	@	\$23.91	per c.y.=	\$478.20
Widening	22+15	5	cy. of	Crushed	@	\$22.06	per c.y.=	\$110.30
Widening	26+15	10	cy. of	Jawrun	@	\$23.99	per c.y.=	\$239.90
Widening	26+15	5	cy. of	Crushed	@	\$22.14	per c.y.=	\$110.70
Energy Dissipator	46+70	20	cy. of	Rip rap	@	\$15.75	per c.y.=	\$315.00
Energy Dissipator	48+50	5	cy. of	Rip rap	@	\$15.79	per c.y.=	\$78.95
Energy Dissipator	52+30	5	cy. of	Rip rap	@	\$15.87	per c.y.=	\$79.35
Culvert Backfill/bedding	55+60	20	cy. of	Crushed	@	\$22.76	per c.y.=	\$455.20
Energy Dissipator	55+60	5	cy. of	Rip rap	@	\$15.94	per c.y.=	\$79.70
Culvert Backfill/bedding	58+30	20	cy. of	Crushed	@	\$22.82	per c.y.=	\$456.40
Energy Dissipator	58+30	5	cy. of	Rip rap	@	\$16.00	per c.y.=	\$80.00
Energy Dissipator	63+30	5	cy. of	Rip rap	@	\$16.10	per c.y.=	\$80.50
Culvert Backfill/bedding	71+25	20	cy. of	Crushed	@	\$23.09	per c.y.=	\$461.80
Energy Dissipator	71+25	5	cy. of	Rip rap	@	\$16.27	per c.y.=	\$81.35
Widening	72+30	10	cy. of	Jawrun	@	\$24.97	per c.y.=	\$249.70
Widening	72+30	5	cy. of	Crushed	@	\$24.97	per c.y.=	\$124.85
Landing Rock	79+10	280	cy. of	Jawrun	@	\$25.11	per c.y.=	\$7,030.80
Turnaround	83+50	40	cy. of	Jawrun	@	\$25.20	per c.y.=	\$1,008.00
Landing Rock	87+70	280	cy. of	Jawrun	@	\$25.29	per c.y.=	\$7,081.20
								TOTAL ROCK
								\$35,596.60
SPECIAL PROJECTS								
Construct Landing @ station 79+10 -	1.00	@		\$24,065.00	each			\$24,065.00
Construct Landing @ 87+70 -	1.00	@		\$26,900.00	each			\$26,900.00
Construct truck turnaround @ 83+50 -	1.00	@		\$1,200.00	each			\$1,200.00
Construct waste areas -	8.00	hours @		\$220.00	per hour			\$1,760.00
Clean/Construct ditchouts -	2.00	@		\$60.00	each			\$120.00
Ditch - No Endhaul	7.50	stations @		\$90.00	per station			\$675.00
Ditch - Endhaul	24.80	stations @		\$145.00	per station			\$3,596.00
Endhaul stumps from landing -	4.00	hours @		\$385.00	per hour			\$1,540.00
Spot Grade and shape road -	49.15	stations @		\$24.40	per station			\$1,199.26
Endhaul stumps and slash from 83+50 and 87+70	1.50	hours @		\$550.00	per station			\$825.00
Construct 3 waterbars 107+55 to 110+70 -	3.00	@		\$33.00	each			\$99.00
Remove culverts from state lands	1.00	@		\$236.70	total			\$236.70
Sluff Removal	2.00	hours @		\$385.00	per hour			\$770.00
Spot Roll subgrade w/ vibratory roller -	40.00	stations @		\$19.40	per station			\$776.00
Clean culverts	2.00	@		\$25.00	each			\$50.00
Remove large stumps -	2.00	@		\$110.00	each			\$220.00
Slash removal -	2.00	hours @		\$385.00	per hour			\$770.00
Grass seed -	0.60	acres @		\$310.00	per acre			\$186.00
Mulching -	0.200	acres @		\$865.00	per acre			\$173.00
								TOTAL SPECIAL PROJECTS
								\$65,160.96
GRAND TOTAL								\$110,986.03

SUMMARY OF CONSTRUCTION COST

Sale: **Kilchis Company**

Road: **C to D**

<u>Construction -</u>	<u>0+00</u>	stations	<u>Improvement -</u>	<u>25+95</u>	stations	<u>Reconstruction -</u>	<u>0+00</u>	stations
	0.00	miles		0.49	miles		0.00	miles

CULVERTS - MATERIALS & INSTALLATION

Culverts

30 LF of 18" \$757.50

\$757.50

Culvert Stakes & Markers

1 markers \$9.00

TOTAL CULVERTS \$766.50

ROCK

Culvert Backfill/bedding	1+00	20	cy. of	Crushed	@	\$38.03 per c.y.=	\$760.60
Energy Dissipator	1+00	5	cy. of	Rip rap	@	\$13.91 per c.y.=	\$69.55
Spot Rock	As Directed	30	cy. of	Crushed	@	\$24.83 per c.y.=	\$744.90

TOTAL ROCK \$1,575.05

SPECIAL PROJECTS

Ditch - Endhaul	1.00	stations @	\$145.00	per station	\$145.00
Clean culvert	1.00	@	\$25.00	each	\$25.00
Grade and shape road -	6.65	stations @	\$24.40	per station	\$162.26
Clean culverts	1.00	@	\$25.00	each	\$25.00

TOTAL SPECIAL PROJECTS \$357.26

GRAND TOTAL \$2,698.81

SUMMARY OF CONSTRUCTION COST

Sale: **Kilchis Company**

Road: **E to F**

<u>Construction -</u>	<u>0+00</u>	stations	<u>Improvement -</u>	<u>9+30</u>	stations	<u>Reconstruction -</u>	<u>0+00</u>	stations
	0.00	miles		0.18	miles		0.00	miles

ROCK

Spot Rock	As Directed	10	cy. of	Crushed	@	\$25.15	per c.y.=	\$251.50
Landing Rock	As Directed	150	cy. of	Jawrun	@	\$25.24	per c.y.=	\$3,786.00
TOTAL ROCK								\$4,037.50

SPECIAL PROJECTS

Construct Landing 2+30	4.00	hours @	\$405.00	per hour	\$1,620.00
Grade and shape road -	9.30	stations @	\$24.40	per station	\$226.92
Roll subgrade	9.30	stations @	\$19.40	per station	\$180.42
TOTAL SPECIAL PROJECTS					\$2,027.34

GRAND TOTAL **\$6,064.84**

SUMMARY OF CONSTRUCTION COST

Sale: **Kilchis Company**

Road: **G to H**

<u>Construction -</u>	<u>0+00</u>	stations	<u>Improvement -</u>	<u>27+00</u>	stations	<u>Reconstruction -</u>	<u>0+00</u>	stations
	0.00	miles		0.51	miles		0.00	miles

ROCK

Spot Rock	As Directed	50	cy. of	Crushed	@	\$24.64 per c.y.=	\$1,232.00	TOTAL ROCK	\$1,232.00
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SPECIAL PROJECTS

Remove Ravel @ 9+25	0.25	hours @	\$485.00	per hour	\$121.25
Reestablish road prism @ 15+40	6.00	hours @	\$220.00	per hour	\$1,320.00
Construct waste areas -	4.00	hours @	\$220.00	per hour	\$880.00
Grade and shape road -	5.00	stations @	\$24.40	per station	\$122.00
Grass seed -	2.00	acres @	\$310.00	per acre	\$620.00
				TOTAL SPECIAL PROJECTS	\$3,063.25

GRAND TOTAL **\$4,295.25**

SUMMARY OF CONSTRUCTION COST

Sale: **Kilchis Company**

Road: **EE to FF**

Construction -	0+00	stations	Improvement -	602+10	stations	Reconstruction -	0+00	stations
	0.00	miles		11.40	miles		0.00	miles

IMPROVEMENT: CLEARING AND GRUBBING -

Side cast	0.109	acres @	\$955.00	per acre =	\$104.10
Widening	0.182	acres @	\$955.00	per acre =	\$173.81
TOTAL CLEARING AND GRUBBING					\$277.91

IMPROVEMENT: EXCAVATION -

Pullback	606	cy. @	\$2.20	per c.y. =	\$1,333.20
Widening	658	cy. @	\$2.20	per c.y. =	\$1,447.60
TOTAL EXCAVATION					\$2,780.80

IMPROVEMENT: ENDDHAUL -

Pullback	162+30	to	162+70	35	cy. @	\$1.67	per c.y. =	\$58.45
Pullback	172+15	to	172+50	21	cy. @	\$1.86	per c.y. =	\$39.06
Pullback	193+35	to	194+05	101	cy. @	\$1.44	per c.y. =	\$145.44
Pullback	207+40	to	207+75	14	cy. @	\$3.25	per c.y. =	\$45.50
Pullback	307+50	to	307+95	49	cy. @	\$1.88	per c.y. =	\$92.12
Pullback	308+75	to	309+05	44	cy. @	\$1.84	per c.y. =	\$80.96
Pullback	314+20	to	314+50	26	cy. @	\$1.64	per c.y. =	\$42.64
Rock Buttress	339+90	to	340+25	14	cy. @	\$2.62	per c.y. =	\$36.68
Rock Buttress	356+80	to	357+15	203	cy. @	\$2.60	per c.y. =	\$527.80
Rock Buttress	401+40	to	402+25	99	cy. @	\$3.22	per c.y. =	\$318.78
Pullback	439+75	to	440+40	57	cy. @	\$1.68	per c.y. =	\$95.76
Pullback	494+40	to	494+75	10	cy. @	\$1.21	per c.y. =	\$12.10
Rock Buttress	508+70	to	509+00	26	cy. @	\$1.49	per c.y. =	\$38.74
Pullback	574+90	to	575+40	16	cy. @	\$2.13	per c.y. =	\$34.08
Widening	161+70	to	163+55	94	cy. @	\$1.67	per c.y. =	\$156.98
Widening	192+75	to	194+65	69	cy. @	\$1.44	per c.y. =	\$99.36
Widening	206+75	to	208+00	64	cy. @	\$3.25	per c.y. =	\$208.00
Widening	308+55	to	310+25	82	cy. @	\$1.82	per c.y. =	\$149.24
Widening	314+00	to	315+55	150	cy. @	\$1.63	per c.y. =	\$244.50
Widening	574+60	to	575+70	199	cy. @	\$2.98	per c.y. =	\$593.02
Spread & compact				1373	cy. @	\$0.55	per c.y. =	\$755.15
TOTAL ENDDHAUL								\$3,774.36

CULVERTS - MATERIALS & INSTALLATION

Culverts

	740	LF of 18"	\$17,927.50		130	LF of 24"	\$4,972.50
	30	LF of 30"	\$1,500.00		40	LF of 36"	\$2,121.62
			\$19,427.50		40	LF of 48"	\$3,955.20
							\$11,049.32

Culvert Stakes & Markers

38 markers			\$342.00
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TOTAL CULVERTS \$30,818.82

ROCK

Culvert Backfill/bedding	21+30	30	cy. of	Crushed	@	\$30.79	per c.y. =	\$923.70
Energy Dissipator	21+30	5	cy. of	Rip Rap	@	\$23.97	per c.y. =	\$119.85
Energy Dissipator	43+00	5	cy. of	Rip Rap	@	\$23.51	per c.y. =	\$117.55
Energy Dissipator	45+25	5	cy. of	Rip Rap	@	\$23.46	per c.y. =	\$117.30
Culvert Backfill/bedding	66+60	10	cy. of	Crushed	@	\$29.83	per c.y. =	\$298.30
Culvert Backfill/bedding(30'	60+10 to 354+55	480	cy. of	Crushed	@	\$31.37	per c.y. =	\$15,057.60
Energy Dissipator(5yd each	60+10 to 354+55	80	cy. of	Rip Rap	@	\$20.03	per c.y. =	\$1,602.40
Culvert Removal	162+05	35	cy. of	Crushed	@	\$27.81	per c.y. =	\$973.35
Road Widening	161+70	10	cy. of	Jawrun	@	\$29.67	per c.y. =	\$296.70
Road Widening	161+70	5	cy. of	Crushed	@	\$29.67	per c.y. =	\$148.35
Energy Dissipator	168+20	5	cy. of	Rip Rap	@	\$20.77	per c.y. =	\$103.85
Fill Armor	172+50	20	cy. of	Rip Rap	@	\$20.32	per c.y. =	\$406.40
Road Widening	192+75	15	cy. of	Jawrun	@	\$27.16	per c.y. =	\$407.40
Road Widening	192+75	10	cy. of	Crushed	@	\$29.01	per c.y. =	\$290.10
Road Widening	206+75	15	cy. of	Jawrun	@	\$28.72	per c.y. =	\$430.80
Road Widening	206+75	10	cy. of	Crushed	@	\$28.72	per c.y. =	\$287.20
Buttress & Energy Dissipatc	241+45	70	cy. of	Rip Rap	@	\$19.12	per c.y. =	\$1,338.40
Energy Dissipator	250+35	5	cy. of	Rip Rap	@	\$18.65	per c.y. =	\$93.25
Energy Dissipator	272+55	5	cy. of	Rip Rap	@	\$17.88	per c.y. =	\$89.40
Road Widening	308+55	15	cy. of	Jawrun	@	\$26.56	per c.y. =	\$398.40
Road Widening	308+55	10	cy. of	Crushed	@	\$26.56	per c.y. =	\$265.60
Road Widening	314+00	15	cy. of	Jawrun	@	\$26.45	per c.y. =	\$396.75
Road Widening	314+00	10	cy. of	Crushed	@	\$26.45	per c.y. =	\$264.50
Culvert Removal	314+20	25	cy. of	Crushed	@	\$24.59	per c.y. =	\$614.75
Energy Dissipator	319+75	20	cy. of	Rip Rap	@	\$17.65	per c.y. =	\$353.00
Backfill	319+75	60	cy. of	Jawrun	@	\$24.47	per c.y. =	\$1,468.20
Bedding/Backfill	319+75	60	cy. of	Crushed	@	\$26.32	per c.y. =	\$1,579.20
Rock Buttress	339+90	20	cy. of	Rip Rap	@	\$16.50	per c.y. =	\$330.00
Rock Buttress	339+90	20	cy. of	Crushed	@	\$25.90	per c.y. =	\$518.00
Rock Buttress	356+80	190	cy. of	Rip Rap	@	\$15.92	per c.y. =	\$3,024.80
Rock Buttress	356+80	30	cy. of	Crushed	@	\$25.54	per c.y. =	\$766.20
Energy Dissipator	374+05	10	cy. of	Rip Rap	@	\$15.11	per c.y. =	\$151.10
Rock Buttress	401+40	115	cy. of	Rip Rap	@	\$15.11	per c.y. =	\$1,737.65

Rock Buttress	401+40	20	cy. of	Crushed	@	\$24.60 per c.y.=	\$492.00	
Energy Dissipator	409+80	5	cy. of	Rip Rap	@	\$14.01 per c.y.=	\$70.05	
Energy Dissipator	480+30	10	cy. of	Rip Rap	@	\$13.95 per c.y.=	\$139.50	
Energy Dissipator	491+70	5	cy. of	Rip Rap	@	\$13.95 per c.y.=	\$69.75	
Rock Buttress	508+70	40	cy. of	Rip Rap	@	\$13.65 per c.y.=	\$546.00	
Rock Buttress	508+70	20	cy. of	Crushed	@	\$24.55 per c.y.=	\$491.00	
Backfill	510+55	260	cy. of	Jawrun	@	\$22.74 per c.y.=	\$5,912.40	
Bedding/Backfill	510+55	60	cy. of	Crushed	@	\$22.74 per c.y.=	\$1,364.40	
Energy Dissipator	550+40	20	cy. of	Rip Rap	@	\$12.50 per c.y.=	\$250.00	
Energy Dissipator	554+25	10	cy. of	Rip Rap	@	\$13.54 per c.y.=	\$135.40	
Energy Dissipator	558+60	10	cy. of	Rip Rap	@	\$13.54 per c.y.=	\$135.40	
Buttress/Energy Dissipator	571+60	40	cy. of	Rip Rap	@	\$12.77 per c.y.=	\$510.80	
Road Widening	574+60	10	cy. of	Jawrun	@	\$25.94 per c.y.=	\$259.40	
Road Widening	574+60	5	cy. of	Crushed	@	\$25.94 per c.y.=	\$129.70	
Energy Dissipator	596+05	5	cy. of	Rip Rap	@	\$12.32 per c.y.=	\$61.60	
Culvert Backfill/bedding(20	354+55 to 602+10	260	cy. of	Crushed	@	\$26.00 per c.y.=	\$6,760.00	
Energy Dissipator(5yd each	354+55 to 602+10	65	cy. of	Rip Rap	@	\$12.24 per c.y.=	\$795.60	
Turnout Hardening	As directed	120	cy. of	Jawrun	@	\$24.51 per c.y.=	\$2,941.20	
Waste Area Approaches	527+50	60	cy. of	Jawrun	@	\$24.95 per c.y.=	\$1,497.00	
Spot Rock	As directed	300	cy. of	Crushed	@	\$24.51 per c.y.=	\$7,353.00	
							TOTAL ROCK	\$64,884.25

SPECIAL PROJECTS

Culvert relay 164+40	1.00	hours @	\$220.00	per hour	\$220.00	
Construct Catchbasins -	22.00	@	\$60.00	each	\$1,320.00	
Construct waste areas -	4.00	hours @	\$220.00	per hour	\$880.00	
Construct ditchouts -	9.00	@	\$60.00	each	\$540.00	
Clear stockpile site @ 598+40	1.00	hours @	\$220.00	per hour	\$220.00	
Ditch - No Endhaul	76.65	stations @	\$90.00	per station	\$6,898.50	
Ditch - Endhaul	80.90	stations @	\$145.00	per station	\$11,730.50	
Clean Culverts -	10.00	@	\$30.00	each	\$300.00	
Grade and shape road -	602.10	stations @	\$24.40	per station	\$14,691.24	
Sluff & Culvert waste endhaul	8.00	hours @	\$385.00	per hour	\$3,080.00	
Rock Hammering	8.00	@	\$275.00	each	\$2,200.00	
Dig through berm	0.50	@	\$405.00	each	\$202.50	
Roll subgrade w/ vibratory roller prior to rocking(354+35 to 472+90) -	118.55	stations @	\$19.40	per station	\$2,299.87	
Remove flume 357+00	1.00	@	\$130.00	each	\$130.00	
Remove culverts from state lands	10.00	@	\$897.50	total	\$897.50	
Grass seed -	5.00	acres @	\$310.00	per acre	\$1,550.00	
Mulching -	2.000	acres @	\$865.00	per acre	\$1,730.00	
					TOTAL SPECIAL PROJECTS	\$48,890.11
					GRAND TOTAL	\$151,426.25

SUMMARY OF CONSTRUCTION COST

Sale: **Kilchis Company**

Road: **GG to HH**

<u>Construction -</u>	<u>0+00</u>	stations	<u>Improvement -</u>	<u>1+40</u>	stations	<u>Reconstruction -</u>	<u>0+00</u>	stations
	0.00	miles		0.03	miles		0.00	miles

SPECIAL PROJECTS

Fill in and rebuild tank trap	0.50	hours @	\$220.00	per hour	\$110.00
Clean road	1.00	hours @	\$220.00	per hour	\$220.00
Construct waste areas -	2.00	hours @	\$220.00	per hour	\$440.00
Grass seed -	0.40	acres @	\$310.00	per acre	\$124.00
				TOTAL SPECIAL PROJECTS	\$894.00
GRAND TOTAL					\$894.00

SAWTOOTH PIT DEVELOPMENT AND CRUSHING COST SUMMARY

Pit:	Sawtooth Pit	Location:	Sec. 26 , T2N, R9W, W.M.
Sale:	Kilchis Company	Road:	820 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	820 c.y.
Drill Pct.:	0%	In Place Total:	586 c.y.

Pit Development & Cleanup including Clearing and grubbing of Waste Area @ adjacent to pit, place overburden in Waste Area, spread and compact.				\$3,080.00
Sort Rip Rap	\$1.20 /cu.yd.	x	820 cu.yds.	= \$984.00
Load Dump Truck:	\$1.20 /cu.yd.	x	820 cu.yds.	= \$984.00
			Subtotal	\$5,048.00

Move in Roller and Compactor	1	@	\$454.60	=	\$454.60
Move in D-8	1	@	\$615.74	=	\$615.74
Move in Loader	1	@	\$480.14	=	\$480.14
Move in Excavator	1	@	\$595.14	=	\$595.14
Move in Trucks	4	@	\$181.90	=	\$727.60
				Subtotal	\$2,873.22

Base Cost=	\$9.66	Per Cu.Yd.		TOTAL PRODUCTION COSTS	\$7,921.22
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Road Segment	Haul Cost \$/cu.yd.	Proc Cost \$/cu.yd.	Base/load Cost. \$/cu.yd.	Cost \$/cu.yd.	Number Cu. Yds	ROCK COST	
A to B Energy Dissipator (Rip rap)	4.89	1.20	9.66	15.75	20	\$315.00	
A to B Energy Dissipator (Rip rap)	4.93	1.20	9.66	15.79	5	\$78.95	
A to B Energy Dissipator (Rip rap)	5.01	1.20	9.66	15.87	5	\$79.35	
A to B Energy Dissipator (Rip rap)	5.08	1.20	9.66	15.94	5	\$79.70	
A to B Energy Dissipator (Rip rap)	5.14	1.20	9.66	16.00	5	\$80.00	
A to B Energy Dissipator (Rip rap)	5.24	1.20	9.66	16.10	5	\$80.50	
A to B Energy Dissipator (Rip rap)	5.41	1.20	9.66	16.27	5	\$81.35	
C to D Energy Dissipator (Rip rap)	3.05	1.20	9.66	13.91	5	\$69.55	
EE to FF Energy Dissipator (Rip Rap)	13.11	1.20	9.66	23.97	5	\$119.85	
EE to FF Energy Dissipator (Rip Rap)	12.65	1.20	9.66	23.51	5	\$117.55	
EE to FF Energy Dissipator (Rip Rap)	12.60	1.20	9.66	23.46	5	\$117.30	
EE to FF Energy Dissipator(5yd each) (Ri)	9.17	1.20	9.66	20.03	80	\$1,602.40	
EE to FF Energy Dissipator (Rip Rap)	9.91	1.20	9.66	20.77	5	\$103.85	
EE to FF Fill Armor (Rip Rap)	9.46	1.20	9.66	20.32	20	\$406.40	
EE to FF Buttress & Energy Dissipator (R)	8.26	1.20	9.66	19.12	70	\$1,338.40	
EE to FF Energy Dissipator (Rip Rap)	7.79	1.20	9.66	18.65	5	\$93.25	
EE to FF Energy Dissipator (Rip Rap)	7.02	1.20	9.66	17.88	5	\$89.40	
EE to FF Energy Dissipator (Rip Rap)	6.79	1.20	9.66	17.65	20	\$353.00	
EE to FF Rock Buttress (Rip Rap)	5.64	1.20	9.66	16.50	20	\$330.00	
EE to FF Rock Buttress (Rip Rap)	5.06	1.20	9.66	15.92	190	\$3,024.80	
EE to FF Energy Dissipator (Rip Rap)	4.25	1.20	9.66	15.11	10	\$151.10	
EE to FF Rock Buttress (Rip Rap)	4.25	1.20	9.66	15.11	115	\$1,737.65	
EE to FF Energy Dissipator (Rip Rap)	3.15	1.20	9.66	14.01	5	\$70.05	
EE to FF Energy Dissipator (Rip Rap)	3.09	1.20	9.66	13.95	10	\$139.50	
EE to FF Energy Dissipator (Rip Rap)	3.09	1.20	9.66	13.95	5	\$69.75	
EE to FF Rock Buttress (Rip Rap)	2.79	1.20	9.66	13.65	40	\$546.00	
EE to FF Energy Dissipator (Rip Rap)	1.64	1.20	9.66	12.50	20	\$250.00	
EE to FF Energy Dissipator (Rip Rap)	2.68	1.20	9.66	13.54	10	\$135.40	
EE to FF Energy Dissipator (Rip Rap)	2.68	1.20	9.66	13.54	10	\$135.40	
EE to FF Buttress/Energy Dissipator (Rip)	1.91	1.20	9.66	12.77	40	\$510.80	
EE to FF Energy Dissipator (Rip Rap)	1.46	1.20	9.66	12.32	5	\$61.60	
EE to FF Energy Dissipator(5yd each) (Ri)	1.38	1.20	9.66	12.24	65	\$795.60	
				Total C.Y.	820	Sub Total	\$13,163.45

TOTAL ROCKING COSTS	\$13,163.45
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ROCK COST SUMMARY

Pit:	Commercial Rock	Location:	Varies
Sale:	Kilchis Company	Road:	3685 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	3685 c.y.
Drill Pct.:	0%	In Place Total:	2632 c.y.

Purchase 1 1/2"-0" Crushed rock	\$18.50 /cu.yd.	x	2295 cu.yds.	=	\$42,457.50
Purchase 4"-0" Jawrun	\$15.50 /cu.yd.	x	1390 cu.yds.	=	\$21,545.00
Load Dump Truck	\$1.25 /cu.yd.	x	3685 cu.yds.	=	\$4,606.25

Subtotal \$68,608.75

Base Cost= \$18.62 Per Cu.Yd.

TOTAL PRODUCTION COSTS \$68,608.75

Road Segment	Haul Cost \$/cu.yd.	Proc Cost \$/cu.yd.	Base Cost. \$/cu.yd.	Cost \$/cu.yd.	Number Cu. Yds	ROCK COST		
A to B 670 3010 (Crushed)	1.97	3.20	18.62	23.79	410	\$9,753.90		
A to B Spot / Leveling Rock (Crushed)	2.44	1.50	18.62	22.56	300	\$6,768.00		
A to B Spot Rock (Jawrun)	1.47	3.55	18.62	23.64	20	\$472.80		
A to B Widening (Jawrun)	1.74	3.55	18.62	23.91	20	\$478.20		
A to B Widening (Crushed)	1.74	1.70	18.62	22.06	5	\$110.30		
A to B Widening (Jawrun)	1.82	3.55	18.62	23.99	10	\$239.90		
A to B Widening (Crushed)	1.82	1.70	18.62	22.14	5	\$110.70		
A to B Culvert Backfill/bedding (Crushed)	2.44	1.70	18.62	22.76	20	\$455.20		
A to B Culvert Backfill/bedding (Crushed)	2.50	1.70	18.62	22.82	20	\$456.40		
A to B Culvert Backfill/bedding (Crushed)	2.77	1.70	18.62	23.09	20	\$461.80		
A to B Widening (Jawrun)	2.80	3.55	18.62	24.97	10	\$249.70		
A to B Widening (Crushed)	2.80	3.55	18.62	24.97	5	\$124.85		
A to B Landing Rock (Jawrun)	2.94	3.55	18.62	25.11	280	\$7,030.80		
A to B Turnaround (Jawrun)	3.03	3.55	18.62	25.20	40	\$1,008.00		
A to B Landing Rock (Jawrun)	3.12	3.55	18.62	25.29	280	\$7,081.20		
C to D Culvert Backfill/bedding (Crushed)	2.41	17.00	18.62	38.03	20	\$760.60		
C to D Spot Rock (Crushed)	2.66	3.55	18.62	24.83	30	\$744.90		
E to F Spot Rock (Crushed)	2.98	3.55	18.62	25.15	10	\$251.50		
E to F Landing Rock (Jawrun)	3.07	3.55	18.62	25.24	150	\$3,786.00		
G to H Spot Rock (Crushed)	2.47	3.55	18.62	24.64	50	\$1,232.00		
EE to FF Culvert Backfill/bedding (Crushed)	10.47	1.70	18.62	30.79	30	\$923.70		
EE to FF Culvert Backfill/bedding (Crushed)	9.51	1.70	18.62	29.83	10	\$298.30		
EE to FF Culvert Backfill/bedding(30yd ear	11.05	1.70	18.62	31.37	480	\$15,057.60		
EE to FF Culvert Removal (Crushed)	7.49	1.70	18.62	27.81	35	\$973.35		
EE to FF Road Widening (Jawrun)	7.50	3.55	18.62	29.67	10	\$296.70		
EE to FF Road Widening (Crushed)	7.50	3.55	18.62	29.67	5	\$148.35		
EE to FF Road Widening (Jawrun)	6.84	1.70	18.62	27.16	15	\$407.40		
EE to FF Road Widening (Crushed)	6.84	3.55	18.62	29.01	10	\$290.10		
EE to FF Road Widening (Jawrun)	6.55	3.55	18.62	28.72	15	\$430.80		
EE to FF Road Widening (Crushed)	6.55	3.55	18.62	28.72	10	\$287.20		
EE to FF Road Widening (Jawrun)	4.39	3.55	18.62	26.56	15	\$398.40		
EE to FF Road Widening (Crushed)	4.39	3.55	18.62	26.56	10	\$265.60		
EE to FF Road Widening (Jawrun)	4.28	3.55	18.62	26.45	15	\$396.75		
EE to FF Road Widening (Crushed)	4.28	3.55	18.62	26.45	10	\$264.50		
EE to FF Culvert Removal (Crushed)	4.27	1.70	18.62	24.59	25	\$614.75		
EE to FF Backfill (Jawrun)	4.15	1.70	18.62	24.47	60	\$1,468.20		
EE to FF Bedding/Backfill (Crushed)	4.15	3.55	18.62	26.32	60	\$1,579.20		
EE to FF Rock Buttress (Crushed)	3.73	3.55	18.62	25.90	20	\$518.00		
EE to FF Rock Buttress (Crushed)	3.37	3.55	18.62	25.54	30	\$766.20		
EE to FF Rock Buttress (Crushed)	2.43	3.55	18.62	24.60	20	\$492.00		
EE to FF Rock Buttress (Crushed)	2.38	3.55	18.62	24.55	20	\$491.00		
EE to FF Backfill (Jawrun)	2.42	1.70	18.62	22.74	260	\$5,912.40		
EE to FF Bedding/Backfill (Crushed)	2.42	1.70	18.62	22.74	60	\$1,364.40		
EE to FF Road Widening (Jawrun)	3.77	3.55	18.62	25.94	10	\$259.40		
EE to FF Road Widening (Crushed)	3.77	3.55	18.62	25.94	5	\$129.70		
EE to FF Culvert Backfill/bedding(20yd ear	5.68	1.70	18.62	26.00	260	\$6,760.00		
EE to FF Turnout Hardening (Jawrun)	2.34	3.55	18.62	24.51	120	\$2,941.20		
EE to FF Waste Area Approaches (Jawrun)	2.78	3.55	18.62	24.95	60	\$1,497.00		
EE to FF Spot Rock (Crushed)	2.34	3.55	18.62	24.51	300	\$7,353.00		
Truck & trailer to stockpile	11.21	0.00	0.00	11.21	2915	\$32,677.15		
					Total C.Y.	3685	Sub Total	\$126,839.10

TOTAL ROCKING COSTS \$126,839.10

Move-In Calculations for Project Work not Involving Rocking/Pit Work

Sale: **Kilchis Company**

LOWBOY HAUL (Round Trip)		
DIST. (mi)	ROADWAY	AVE SPEED (mph)
10.3	Pavement	30
11.0	Main Lines	7
0.0	Steep Grades	2

No.	EQUIPMENT DESCRIPTION	Move in Cost	Pilot Cars	Within Area Move (\$/mile)	Begin Mileage	End Mileage	Total Miles	Within Area Cost	Total Cost
1	Brush Cutter	\$402.10		\$4.00	0.00	12.50	12.5	\$50.00	\$452.10
1	Graders	\$516.99		\$3.65	0.00	8.25	8.25	\$30.11	\$547.10
1	Excavators (Large)	\$595.14	1	\$44.80	0.00	8.25	8.25	\$369.60	\$964.74
1	Tractors (D6)	\$567.85	2	\$7.10	0.00	8.25	8.25	\$58.58	\$626.43
2	Dump Truck (Off Hiway)	\$1,133.90	1	\$4.75	0.00	8.25	8.25	\$78.38	\$1,212.28
1	Water Truck (1500 Gal)	\$181.90		\$2.85	0.00	8.25	8.25	\$23.51	\$209.17
TOTAL MOVE-IN COSTS:									\$4,011.82



OREGON DEPARTMENT OF FORESTRY CRUISE REPORT Kilchis Company

Type of Sale

Regeneration harvest, Recovery

Legal Description

Section 2 of T1N R9W W.M

Sale Acreage

Sale acreage was determined by GPS and orthophotographs along with GIS.

	<u>ACRES</u>	
	<u>Gross</u>	<u>Net</u>
Unit 1 Clearcut	145	103
Total	145	103

Gross Acres

Area within the Timber Sale Boundary signs

Net acres

Used for calculating the advertised volume.

Gross acres, less green tree retention, roads, Non-required thinning areas, and riparian areas classified as Special Stewardship in LMCS inside the sale boundary.

Cruising Procedures

A. Cruise Method

The timber sale was cruised using variable plot sampling. All conifers 8" DBH and greater containing 20 board feet and all hardwoods 10" DBH and greater containing 30 board feet were recorded on all plots. Species, DBH (to nearest inch), merchantable bole length (to nearest foot), form factor, and defect were recorded for all measure trees. Merchantable heights were recorded to 6" and 7" outside bark for conifers and hardwoods, respectively.

B. Plot size

Unit	BAF	Spacing
1	40.00	500' x 500'

C. Grading System

All trees were graded according to Columbia River Log Scaling and Grading Rules. Log lengths favored 40' lengths.

Computation Procedure

Plot data was entered into SuperAce for computation of basal area, advertised volume, volume summary, log stock table, and stand table for each species and type.

Net sale acreage was used for volume calculation.

	Cruise Statistics (Board Foot Volumes)
--	--

Unit	Acres	Number of Plots	SE (%)	CV (%)
1	103	19	12.7	54.1

Hidden Defect and Breakage

A 1% reduction for conifers and a 2% reduction for hardwood volumes were applied for hidden defect and breakage.

Timber Description

Unit 1 is a clearcut of mixed Douglas-fir, western hemlock and red alder with several other minor species. Big leaf maple is the only reserve species outside of Green Tree Reserve Area. The Unit was burnt from the Tillamook Burn in 1933 the unit was seeded 1965.

Sale Unit	Age	Species	DBH	Merchantable Bole Height (feet)
1	53	Douglas-fir	16.7	60
		Red Alder	14.8	32
		Sitka Spruce	26.8	45
		Western Hemlock	17.9	43

Above data derived from Statistics (type) report using SuperAce 2008, developed by Atterbury consultants, Inc.

Cruiser /Dates

ODF Staff Cruised; October - November 2024.

Revenue Distribution

BOF – 100%

Tax Code: 5600 (100%)

Deed Numbers: 15, 161

Attachments

Volume Summary Table

Stand Table

Log Stock Table

Species, Sort, Grade Table

Logging Plan

Stand and Log Stock Tables Species Key

DF - Douglas-fir

RA - Red alder

SS - Sitka spruce

WH - Western Hemlock

BM – Big Leaf Maple LEAVE

TC TLOGSTVB

Log Stock Table - MBF

Project: KWIT

T01N R09W S02 T0100

T01N R09W S02 T0100

Twp Rge Sec Tract Type Acres Plots Sample Trees
01N 09W 02 UNIT 1 0100 103.00 19 63

Page 2
Date 12/17/2024
Time 10:56:43AM

SPP	T	S	So	Gr	Log	Gross	%	Net	%	Net Volume by Scaling Diameter in Inches										
										MBF	Def	MBF	SpC	2-3	4-5	6-7	8-9	10-11	12-13	14-15
BM	H	4	22			3		3	13.0			3								
BM		Totals				21		21	1.3			3		18						
Total All Species						1,636	1.2	1,615	100.0		138	368	89	387	215	135	166	71	47	

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	KWIT		DATE	12/17/2024		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
01N	09W	02	UNIT 1	0100	103.00	19	93	S	W	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		19	93	4.9						
CRUISE		13	63	4.8	13,203	.5				
DBH COUNT REFOREST COUNT		6	30	5.0						
BLANKS 100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	34	67.8	16.7	60	25.2	103.2	11,562	11,477	3,189	3,189
R ALDER	17	47.6	14.8	32	14.8	56.8	2,188	2,143	963	963
S SPRUCE	4	4.3	26.8	45	3.3	16.8	841	841	262	262
WHEMLOCK	4	6.1	17.9	43	2.5	10.5	1,086	1,020	307	307
OTH CONF	1	.6	26.0	108	0.4	2.1				
OTH CONF-1	1	.3	34.0	99	0.4	2.1				
OTH CONF-2	1	.6	25.0	70	0.4	2.1				
BL MAPLE	1	.9	21.0	64	0.5	2.1	201	201	69	69
TOTAL	63	128.2	16.7	49	47.9	195.8	15,879	15,684	4,791	4,791
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	
DOUG FIR		112.2	19.2	228	282	336				
R ALDER		70.0	17.5	44	53	62				
S SPRUCE		113.4	64.8	91	258	424				
WHEMLOCK		92.8	53.0	150	320	490				
OTH CONF										
OTH CONF-1										
OTH CONF-2										
BL MAPLE										
TOTAL		132.2	16.6	172	207	241	698	174	78	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		89.3	15.3	63	74	86				
R ALDER		70.7	17.7	22	27	31				
S SPRUCE		101.7	58.1	31	75	118				
WHEMLOCK		88.3	50.5	47	94	142				
OTH CONF										
OTH CONF-1										
OTH CONF-2										
BL MAPLE										
TOTAL		103.1	13.0	52	59	67	424	106	47	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		90.0	21.2	53	68	82				
R ALDER		74.9	17.7	39	48	56				
S SPRUCE		235.7	55.5	2	4	7				
WHEMLOCK		215.0	50.7	3	6	9				
OTH CONF		435.9	102.7		1	1				
OTH CONF-1		435.9	102.7		0	1				
OTH CONF-2		435.9	102.7		1	1				

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT	KWIT			DATE	12/17/2024	
TWP	RGE	SECT	TRACT	TYPE	ACRES		PLOTS	TREES	CuFt	BdFt
01N	09W	02	UNIT 1	0100	103.00		19	93	S	W
CL:	68.1 %	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
BL MAPLE		435.9	102.7		1	2				
TOTAL		48.7	11.5	113	128	143	100	25	11	
CL:	68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		80.0	18.9	84	103	123				
R ALDER		58.9	13.9	49	57	65				
S SPRUCE		228.3	53.8	8	17	26				
WHEMLOCK		171.9	40.5	6	11	15				
OTH CONF		435.9	102.7		2	4				
OTH CONF-1		435.9	102.7		2	4				
OTH CONF-2		435.9	102.7		2	4				
BL MAPLE		435.9	102.7		2	4				
TOTAL		37.2	8.8	179	196	213	58	15	6	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		79.5	18.7	9,328	11,477	13,626				
R ALDER		83.4	19.7	1,722	2,143	2,564				
S SPRUCE		251.1	59.2	344	841	1,339				
WHEMLOCK		190.5	44.9	562	1,020	1,479				
OTH CONF										
OTH CONF-1										
OTH CONF-2										
BL MAPLE		435.9	102.7		201	408				
TOTAL		54.1	12.7	13,685	15,684	17,683	123	31	14	
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	
DOUG FIR		76.9	18.1	2,611	3,189	3,766				
R ALDER		71.5	16.8	801	963	1,126				
S SPRUCE		242.6	57.2	112	262	412				
WHEMLOCK		186.3	43.9	172	307	441				
OTH CONF										
OTH CONF-1										
OTH CONF-2										
BL MAPLE		435.9	102.7		69	141				
TOTAL		47.4	11.2	4,255	4,791	5,326	95	24	11	

TC		TSTNDSUM												Stand Table Summary			
Project															KWIT		
T01N R09W S02 T0100										T01N R09W S02 T0100							
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1					
01N	09W	02	UNIT 1		0100	103.00	19	63			Date:	12/17/2024					
															Time:	10:56:45AM	
S Spc	T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals				
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF	
DF		10	1	80	17	5.563	3.03	5.56	5.3	20.0	.84	30	111	87	30	11	
DF		11	3	81	63	13.792	9.10	18.39	10.3	42.5	5.41	190	782	557	195	81	
DF		12	1	88	88	3.863	3.03	7.73	11.2	45.0	2.46	86	348	254	89	36	
DF		13	1	82	64	3.292	3.03	3.29	22.4	60.0	2.10	74	197	216	76	20	
DF		14	1	83	73	2.838	3.03	5.68	14.6	40.0	2.36	83	227	243	85	23	
DF		16	1	77	88	2.173	3.03	4.35	21.8	75.0	2.71	95	326	279	98	34	
DF		17	6	84	89	11.549	18.20	23.10	25.2	89.2	16.60	582	2,060	1,710	600	212	
DF		18	4	84	90	6.868	12.14	13.74	28.5	98.7	11.17	392	1,356	1,150	404	140	
DF		19	4	83	97	6.164	12.14	12.33	33.6	112.5	11.82	415	1,387	1,218	427	143	
DF		20	2	81	90	2.781	6.07	5.56	35.1	107.5	5.56	195	598	573	201	62	
DF		22	5	84	95	5.747	15.17	11.49	43.3	161.0	14.18	498	1,850	1,461	513	191	
DF		24	1	82	101	.966	3.03	1.93	58.6	195.0	3.23	113	377	332	117	39	
DF		27	1	83	100	.763	3.03	1.53	74.0	265.0	3.22	113	404	331	116	42	
DF		32	1	83	101	.543	3.03	1.09	103.9	410.0	3.22	113	445	331	116	46	
DF		33	1	83	104	.511	3.03	1.02	76.4	350.0	2.23	78	358	229	80	37	
DF		39	1	86	122	.366	3.03	1.10	120.9	593.3	3.78	133	651	390	137	67	
DF		Totals	34	83	78	67.778	103.16	117.87	27.1	97.4	90.88	3,189	11,477	9,361	3,284	1,182	
RA		10	1	76	26	6.130	3.34	6.13	6.3	20.0	1.06	39	123	109	40	13	
RA		11	2	79	48	10.133	6.69	5.07	14.6	50.0	2.03	74	253	209	76	26	
RA		12	1	77	18	4.257	3.34	4.26	7.9	20.0	.92	33	85	95	34	9	
RA		13	1	82	54	3.628	3.34	3.63	20.1	60.0	2.01	73	218	207	75	22	
RA		14	1	79	43	3.128	3.34	3.13	19.6	40.0	1.69	61	125	174	63	13	
RA		16	4	83	54	9.579	13.37	9.58	32.4	62.5	8.53	310	599	879	320	62	
RA		17	2	76	55	4.243	6.69	4.24	25.6	70.0	2.98	109	297	307	112	31	
RA		19	1	80	42	1.698	3.34	1.70	36.8	50.0	1.72	63	85	177	64	9	
RA		20	1	82	66	1.533	3.34	1.53	54.5	150.0	2.30	84	230	237	86	24	
RA		22	1	69	40	1.267	3.34	1.27	16.7	30.0	.58	21	38	60	22	4	
RA		24	1	69	50	1.064	3.34	1.06	21.5	30.0	.63	23	32	65	24	3	
RA		25	1	80	45	.981	3.34	.98	75.7	60.0	2.04	74	59	210	77	6	
RA		Totals	17	79	44	47.640	56.84	42.57	22.6	50.3	26.50	963	2,143	2,729	992	221	
WH		12	1	79	17	3.351	2.63	3.35	7.4	20.0	.79	25	67	81	25	7	
WH		20	1	88	88	1.206	2.63	2.41	37.6	140.0	2.91	91	338	299	94	35	
WH		22	1	83	84	.997	2.63	1.99	43.6	125.0	2.78	87	249	286	89	26	
WH		31	1	83	101	.502	2.63	1.00	103.9	365.0	3.34	104	367	344	107	38	
WH		Totals	4	82	49	6.056	10.53	8.76	35.0	116.5	9.81	307	1,020	1,011	316	105	
SS		20	1	72	25	1.930	4.21	1.93	25.7	30.0	1.29	50	58	133	51	6	
SS		25	1	79	106	1.235	4.21	1.24	107.4	400.0	3.45	133	494	355	137	51	
SS		34	1	70	33	.668	4.21										
SS		40	1	83	80	.482	4.21	.48	165.5	600.0	2.08	80	289	214	82	30	
SS		Totals	4	75	56	4.315	16.84	3.65	71.9	230.7	6.82	262	841	702	270	87	
BM		21	1	82	78	.875	2.11	1.75	39.7	115.0	1.84	69	201	189	71	21	
BM		Totals	1	82	78	.875	2.11	1.75	39.7	115.0	1.84	69	201	189	71	21	
OC		25	1	88	85	.618	2.11										
OC		26	1	89	123	.571	2.11										
OC		34	1	90	119	.334	2.11										
OC		Totals	3	89	107	1.522	6.32										
Totals			63	81	64	128.187	195.79	174.61	27.4	89.8	135.85	4791	15,684	13,992	4,934	1,615	



"STEWARDSHIP IN FORESTRY"

Kilchis Company

Volume Summary

Unit 1-Modified Clearcut				
103 acres				
SPECIES	Cruised Net	Cruised Net	Hidden	Net Sale
	MBF/ Acre	MBF	D&B	MBF
Douglas-fir	11.48	1182	1%	1170
Hemlock	1.09	112	1%	111
Spruce	0.84	87	1%	86
Noble Fir		0	1%	0
Alder	2.19	225	2%	221
TOTAL	15.59	1606.0		1588

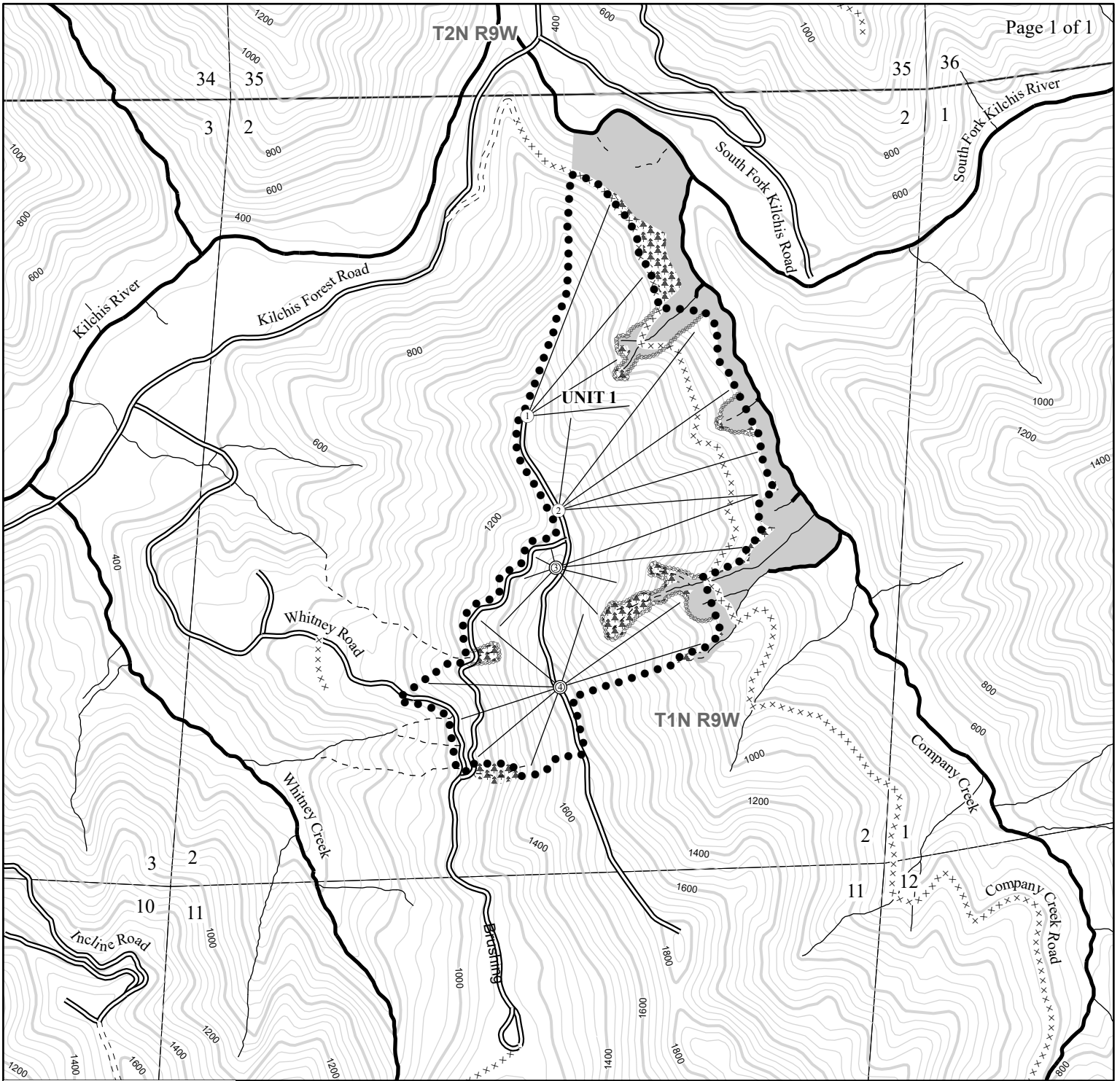


"STEWARDSHIP IN FORESTRY"

Kilchis Company

Volume Summary

TOTAL SALE VOLUME		103	acres
SPECIES	Cruised Net (MBF)	Net Sale (MBF)	
Douglas-fir	1182	1170	
Hemlock	112	111	
Spruce	87	86	
Noble Fir	0	0	
Red Alder	225	221	
TOTAL	1606	1588	



- Legend**
- ⊙ Landing To Be Constructed
 - Landing Existing
 - Cable Logging
 - Timber Sale Boundary
 - ⊘ Riparian Boundary
 - ▨ Riparian Buffer
 - ⊕ Green Tree Retention
 - Type-F Stream
 - Type-N Perennial Stream
 - - - Type-N Seasonal Stream
 - == Surfaced Road
 - === Unsurfaced Road
 - xxx Blocked Road
 - 200' Contour
 - 40' Contour
 - Sections

LOGGING PLAN

FOR TIMBER SALE CONTRACT TL-341-2026-W00958-01
 KILCHIS COMPANY
 PORTIONS OF SECTION 2 of T1N R9W W.M
 TILLAMOOK COUNTY, OREGON

Tillamook District GIS
 February 2026

This product is for informational use and may not be suitable for legal, engineering, or surveying purposes.



NET ACRES

1:12,000
 1 inch = 1,000 feet



	GROUND	CABLE	TOTAL
UNIT 1	0	103	103
TOTAL	0	103	103