

**NOTICE OF TIMBER SALE****Recovery Timber Sale**

NAME/NO.: Millers Woods Thin

WO-341-2026-W01171-01

AUCTION DATE/TIME: December 10, 2025, starting at 10:00 AM

AUCTION LOCATION: West Oregon  
24533 ALSEA HWY  
PHILOMATH, OR 97370  
(541) 929-3266 FAX: (541) 929-5549

DISTRICT/  
OFFICE (MAILING  
ADDRESS FOR BIDS): West Oregon  
24533 ALSEA HWY  
PHILOMATH, OR 97370  
(541) 929-3266 FAX: (541) 929-5549

HARVEST TYPE: Unit 1: Approximately 58 net acres of automark commercial thinning of 34 year-old Douglas-fir  
Unit 2: Approximately 53 net acres of automark commercial thinning of 35 year-old Douglas-fir  
Unit 3: Approximately 54 net acres of automark commercial thinning of 34 year-old Douglas-fir

LOCATION: Portions of Section(s) 24 of T11S R9W, Section(s) 18, 19 of T11S R8W W.M., Lincoln County, Oregon.

DIRECTIONS TO  
TIMBER  
SALE AREA:

From Philomath, travel west on Highway 20 for approximately 22 miles to Cline Creek Road. Turn left and travel for approximately .6 miles to Miller Creek Road, turn right and travel for approximately 1.7 miles to Unit 1. From the junction of Cline and Miller Creek Road, travel approximately 3.7 miles to a spur road, turn left. Travel .5 miles to Unit 3. From Highway 20, travel an additional 2 miles west to Salmon Creek Road, turn left. Travel approximately 2.6 miles to Burnt Woods Ridge Road. Turn left and travel approximately .6 miles to Stromboulder Road. Turn left and travel on Stromboulder for approximately .8 miles to Unit 2.

**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		3 M	547	MBF				
Conifers	Douglas-fir	Douglas-fir	Sawlog		4 M	469	MBF				
Sale Total:						1,016	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			1016					\$220.05	MBF
No-Bid	Conifers					0					\$40.05	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$100.00	MBF
No-Bid	Conifers			Utility	PC	0					\$100.00	MBF
No-Bid	Conifers	Cedar				0					\$705.05	MBF
No-Bid	Hardwood					0					\$25.00	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 \$44,623.00 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 \$44,623.00 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: \$17,800.00 SALE TYPE: Recovery / BOF: 93.47%  
CSL: 6.53%

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: 91% Cable  
9% Ground-based

PROJECTS: 1 - Road Construction  
2 - Road Improvement, Surface Rock Replacement, and Maintenance  
3 - Equipment Move-In

FEES: \$4,066.50

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 West Oregon ODF District at (541) 929-3266 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.**

PURCHASER shall complete a Road Use Permit from Weyerhaeuser Timber Holdings, Inc. for use of portions of roads Points 7 to 8 in Section 24, T11S, R9W. Purchaser shall pay \$4,066.50 for timber removed under this permit. A sample copy of the permit is available at the Philomath ODF office (Section 2120).

Portions of all Units and portions of Projects are located within the seasonally restricted buffer of the Marbled Murrelet Management Area (MMMA). Seasonal restrictions and protection requirements shall apply (Section 2455).

Guylines and Tailholds located in a Marbled Murrelet Management Area (MMMA) shown on Exhibit A require consultation with and approval by ODF Area Biologist or their designee. The ability to Guyline or Tailhold in this area is not guaranteed (Section 2350).

Acreage was determined using a combination of GPS and GIS utilizing orthographic imagery and Lidar data.

Firewood sorting is required along surfaced roads and Landings.

PURCHASER shall ensure all ground-based yarding, earth disturbing, road construction, and road maintenance equipment moved onto State Forest land and between State Forest land sites are free of soil, seeds, vegetation matter, or other debris that could contain, or hold, seeds.

Pulp removal is required if yarded to Landing.

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: **Millers Woods Thin**TIMBER SALE NO.: **WO-341-2026-W01171-01**OPENING DATE: **December 10, 2025****FORM OF PROPOSAL**

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

**BID SPECIES**

Douglas-fir, sawmill grade or better, \_\_\_\_\_

DOLLARS \$ \_\_\_\_\_ per MBF

**NO - BID SPECIES:**

No-Bid	Conifers					0					\$40.05	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$100.00	MBF
No-Bid	Conifers			Utility	PC	0					\$100.00	MBF
No-Bid	Conifers	Cedar				0					\$705.05	MBF
No-Bid	Hardwood					0					\$25.00	MBF
No-Bid	Hardwood			Pulp		0					\$2.50	TON

Enclosed is a bid deposit as required, consisting of a \_\_\_\_\_ in the amount of \$17,800.00, 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 &amp; 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](http://www.oregon.gov/ODF)



"STEWARDSHIP IN  
FORESTRY"

## Biological Survey Report

**Project:** Millers Woods Thin  
**Date:** June 6, 2025  
**To:** Cody Valencia  
**CC:** Matt Thomas, District Sale File  
**From:**  Digitally signed by Matt Gostin  
 Date: 2025.06.05 11:51:27 -07'00'

### Habitat Suitability

This sale contains potentially suitable habitat for northern spotted owls in all sale units. There is occupied and potentially suitable habitat for marbled murrelets adjacent to sale Units 1-3.

### Survey Results

This sale has been covered by density surveys in 2023 and 2024<sup>1,2,3</sup>. These density surveys are ongoing and are planned to be conducted during the life of this contract. Northern spotted owls have not been observed within 1.5 miles of this sale during these surveys.

This sale was surveyed for marbled murrelets in 2022 and 2023. These surveys were conducted using a protocol developed by the Pacific Seabird Group<sup>4</sup>. Marbled

<sup>1</sup> Oregon Department of Forestry, November 1, 2017. 1.2, Northern Spotted Owl Policy

<sup>2</sup> USDI Fish and Wildlife Service. 2012. Protocol for surveying proposed management activities that may impact northern spotted owls. 42pp.

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

<sup>4</sup> 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.

murrelets were not detected at site 1. Behaviors indicating occupancy were observed in 3 survey sites adjacent to Units 1-3, leading to the creation of new Marbled Murrelet Management Areas (MMMA's).

### **Known T&E Resources**

There are no northern spotted owl activity centers affecting this sale.

Portions of this sale are within multiple MMMA's. A Biological Assessment has been conducted and evaluated by the USFWS. It concludes the sale is expected to have a low risk of negatively affecting marbled murrelets.

### **Operational Considerations**

This sale is in a density survey coverage area. Northern spotted owl felling deadlines for survey expirations will not be in effect unless density surveys are discontinued. If density surveys are discontinued at any point during the contract, survey coverage will be valid until March 15, three years following the last full season of surveys.

Marbled murrelet surveys are valid until April 1, 2029.

All timber should be felled by April 1, 2029.

Seasonal restrictions apply to portions of all sale units within MMMA's.

As per the stipulations contained within the Biological Assessment for this sale, the following protection and avoidance measures will be in effect:

- **Thinning Prescription**

Thinning in the buffer and at the edge of DOH will not remove trees that contain suitable nest platforms or adjacent trees that provide cover to potential nest platforms. Suitable nesting habitat is defined as relatively flat structures that are at least 4 inches wide, 33 feet from the ground, and contain thick (e.g., > 0.5 inch) moss, epiphyte, or duff layers. Suitable nesting structures may include tree limbs, dwarf mistletoe brooms, or unique platform features resulting from damage e.g. epicormics branching and reiterated tops.

- **Seasonal Timing Restrictions**

Refer to ODF State Forest Division Operational Policy for Marbled Murrelets for specific timing restrictions regarding harvest-related operational activities including road construction, felling for landing areas and corridors, yarding activities, and installation of tailhold and guyline anchors. These activities are subject to seasonal timing restrictions per ODF policy, and should avoid disturbance to nesting murrelets (ODF 2013).



- **Trash Removal**

Trash policing and removal from all sale areas, landing and roadways must be done on a daily basis. Store all food items and food waste inside appropriate containers or vehicles. Avian predators such as jays and ravens eat a wide variety of foods, and presence of human food and food waste can attract and increase jay and raven numbers. Do not feed wildlife in the sale areas. Failure to adhere to these guidelines will result in a temporary suspension of activities until all trash is removed.

- **Tailhold and Guyline Use Restrictions**

The use of tailholds and guyline anchors are not seasonally restricted; however, the use of heavy equipment or chainsaws to install these features are prohibited within the MMMA (occupied habitat and 100-m buffer) from April 1 through August 5. From August 6 through September 15, activities are allowed with daily timing restrictions. Daily timing restrictions prohibit the use of heavy machinery and chainsaws within 2 hours of sunrise and 2 hours of sunset. From September 16 to March 31, activities are unrestricted. If tailholds are installed during April 1 through August 5, non-mechanized methods such as an ax should be used and follow the guidelines as discussed in #5, below.

Specific criteria will be required for all tailholds and guylines to protect platform trees and associated cover or recruitment trees in the MMMA from damage. The criteria are as follows:

1. The following trees in DOH will **not** be selected for guylines or tailhold anchors:
  - a. Trees with potential nest platforms **or** immediately surrounding trees that provide cover to potential nest platforms;
  - b. When feasible, the largest trees in areas where the number of large trees is limited;
  - c. When feasible, minor conifer tree species that are not commonly found in the stand.
2. An ODF Area Biologist or a designee familiar with murrelet habitat and biology will inspect and approve all trees before each is used. Lead time of at least two weeks for all reviews or meetings with ODF representatives is required. No trees that are considered to be potential habitat or surrounding trees that provide cover to platform trees, as determined by an ODF Area Biologist or designee will be damaged or harvested.
3. Guylines or skylines will not be placed where they have the potential to damage platforms or platform trees.
4. No conifer trees will be felled within the DOH of the MMMA.
5. To protect trees used as guyline anchors, it is preferred that plates, nylon straps or other approved devices be utilized to

prevent damage to trees. If this is not feasible, notching of the trees to prevent cable slippage will be limited to less than ¼ the circumference of the tree.

6. If no suitable guyline or tailhold trees exist, operational equipment such as a Yoder, which does not require guylines, or a dozer, which may serve as a tailhold or guyline, may be used provided no DOH is removed or destroyed when using such equipment.

- **Restrictions and Requirements for Construction and Improvement of Roads and Landings in Buffers**

No construction of landings or roads will occur within the DOH of the MMMA. Construction of roads, improvement of roads and landings, and yarding activities in buffers and at landings in buffers are seasonally restricted (from April 1 through August 5, then with daily timing restriction from August 6 through September 15) to prevent disturbance to nesting murrelets in DOH. **Tree removal should be done only to the extent necessary for the specific operation.** To prevent damage to platform trees and associated cover trees in the MMMA, the following trees will not be selected for removal for road construction, road improvement, landing areas or cable corridors in buffers:

1. Trees with potential nest platforms or immediately surrounding trees that provide cover to potential nest platforms as determined by an Area Biologist or designee.
2. When feasible, the largest trees in areas where the number of large trees is limited.
3. When feasible, minor tree species (not commonly found in the stand).

The following additional criteria apply to landings in buffers:

1. Seek to move landings out of buffers.
2. Utilize single, parallel corridor-type landings when landings must be located in buffers.
3. If single, parallel corridor-type landings are not feasible and a spoke landing must be used, reduce the number of spoked corridors and keep away from dominant trees. An ODF Area Biologist or a designee familiar with murrelet habitat and biology will inspect and approve all proposed road and landing locations. Lead time of at least two weeks for all reviews or meetings with ODF representatives is required. No trees that are considered to be potential habitat or surrounding trees that provide cover to platform trees, as determined by an ODF Area Biologist or designee will be damaged or harvested.

4. Landing improvement in buffers will be restricted to not greater than 0.25 acres in size.
5. To the extent practical, spoked landings constructed in buffers will be decommissioned and re-vegetated where appropriate. Decommissioning may include gates, tank traps, or boulder/stump placement. Revegetation for spoked landings will be addressed on a case by case basis.
6. Yard to road with minimal road widening or extra brush clearing than already exists.
7. No conifer trees will be felled within the DOH of the MMMA.

### **Future Survey Plans**

This sale will be covered by northern spotted owl density surveys during the life of the contract. These density surveys provide incidental survey coverage in lieu of spot checks. If density surveys are not conducted, then spot checks will be required. In addition, ODF has an active survey program and surveys for other planned operations and northern spotted owl density surveys will be conducted within 3 miles of this sale during the life of the contract.



**Millers Woods Thin Timber Sale Contract No. WO-341-2026-W01171-01**

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County	BOF	CSL	Tax Codes
Lincoln	93.47%	6.53%	

Oregon Department of Forestry

State Forests Division

2600 State Street, Building D

Salem, Oregon 97310

**TIMBER SALE CONTRACT****SALE NAME:** Millers Woods Thin**CONTRACT NO:** WO-341-2026-W01171-01**ODF DISTRICT:** West Oregon

**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

Date: \_\_\_\_\_

PURCHASER:

NEW PURCHASER (SEAL)

By: \_\_\_\_\_  
(Signature of Purchaser Authorized Representative)

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 and Common School Land 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, the State Land Board, the Department of State Lands 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, the State Land Board, the Department of State Lands 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, **the State Land Board, the Department of State Lands** 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 and consistent with STATE's fiduciary responsibility to the Common School Fund. 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			1016					\$220.05	MBF
No-Bid	Conifers					0					\$40.05	MBF
No-Bid	Conifers			Pulp		0					\$2.50	TON
No-Bid	Conifers			Utility	SC	0					\$100.00	MBF
No-Bid	Conifers			Utility	PC	0					\$100.00	MBF
No-Bid	Conifers	Cedar				0					\$705.05	MBF
No-Bid	Hardwood					0					\$25.00	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 and OAR 141-015-0005 through 141-015-0050 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 10 percent of the Total Purchase Price. 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 9 with the total estimated bid value being the sum obtained by multiplying the estimated timber volumes by the Purchase Prices given in Section 1740, "Log Prices," less the value of the Project Work.

In addition, and notwithstanding the above schedule, a minimum of 50.00 percent of the estimated bid value shall be paid on or before 05/21/2027.

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.

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 weighed volume plus the total price of the Fixed Price Product(s). STATE shall refund any advance payment in excess of the Total Purchase Price, or PURCHASER shall pay any deficit within thirty (30) days of notice. PURCHASER's Deposit Account shall not accrue interest payable to PURCHASER.

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

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

## **PART II: SPECIFICATIONS**

### **ACCOUNTABILITY**

#### **SECTION 2015. Log Accountability and Log Load Receipts - Sawlogs.**

Load Receipt Books. STATE shall issue to PURCHASER sufficient books of serially numbered pink Log Load Receipts to cover up to 30 days of operation, as determined by STATE. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered Woods Receipt and Scaler Receipt tickets. PURCHASER shall retain all Woods Receipts in each book 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).

Weight Scale Sample. STATE may approve weight scale sample of hardwood and/or conifer logs in lieu of 100% roll out log scaling to measure the timber sold by this Contract. Sample shall be by delivery location and have a minimum volume of 500 MBF. If weight scale sample is selected for a location, mixed loads shall be 100% scaled and all loads of the sample species delivered from this contract to that location shall be on sample until the sample is cancelled. Weight scale sample scale loads shall be ground scaled. Multiple sample sorts per delivery location may be approved by STATE. All loads shall be weighed. The scales shall be STATE certified and sealed. The gross weight and the truck tare weight for each load shall be machine printed on the weight receipt. When a gross or tare weight is missing damages shall consist of full value of each load, on the basis of the average value of the 10 highest value loads of logs scaled from the Timber Sale Area, or the average value of the 10 highest value loads of logs scaled at a Scaling Location, as determined by STATE.

The sample scale rate shall be 1 in 5. Sample selection shall be by electronic sample selection or frequency cards. Electronic sample selection may be used if approved by STATE. Frequency cards shall be provided by PURCHASER and shall be operated by a Third-Party Scaling Organization or PURCHASER appointed weighmaster as approved by STATE. PURCHASER shall ensure that STATE approved electronic sampling system or frequency cards matching Log Load Receipt Books are in place prior to hauling. The expansion load list size shall be 20 loads. Load expansion shall be performed by a Third-Party Scaling Organization that is a party to a current agreement with STATE.

An expansion load list shall be established before sampling begins. For each load that is weighed and not scaled before an expansion load list is established damages shall consist of full value for each load weighed and not scaled, on the basis of the average value of the 10 highest value loads of logs scaled from the Timber Sale Area, or the average value of the 10 highest value loads of logs scaled at a Scaling Location, as determined by STATE.

STATE may cancel weight scale sample at any time.

**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.

**Cline Creek Road.** Easement #311.21016 dated November 18th 1959, by and between the State of Oregon, Board of Forestry and C.O. and Marion Marshall, requiring maintenance and insurance. Current landowner: Weyerhaeuser Timber Holdings, Inc.

**Cline Creek Road.** Easement #311.21029 dated November 18, 1959, by and between the State of Oregon, Board of Forestry and Alva and Elsie L. Wakefield, requiring road maintenance and insurance. Current landowner: Roy A. Parks.

**Salmon Creek Road.** Easement #311.21040 dated April 26, 1963, by and between the State of Oregon, Board of Forestry and Cascadia Lumber Co., requiring maintenance and dust abatement. Current landowner: Frederick and Linda Brown.

**Salmon Creek Road.** Easement #311.21027 dated May 7, 1963, by and between the State of Oregon, Board of Forestry and Guy Roberts Lumber Co., requiring road maintenance. Current landowner: Weyerhaeuser Timber Holdings, Inc.

**Access Permit/Agreement** PURCHASER's use of Portions of road segment Pts. 7 to 8 are subject to a Road use Permit 314.21370 which PURCHASER shall complete with Weyerhaeuser Timber Holdings Inc. STATE shall provide a sample form and PURCHASER shall furnish a copy of the executed document to STATE within 10 days of its completion. This Permit requires insurance, a fee of \$4,066.50 for timber removal, road maintenance including rock placement at a rate of 35 cubic yards per 1,000 MBF of timber hauled per mile.

**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 then compact in accordance with Exhibit D "Compaction and Processing Requirements".
- (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 24hr period at the Gellatly rain gauge or as otherwise specified by STATE.

At the conclusion of log hauling Operations, PURCHASER shall spread and process 150 cubic yards of 1 1/2"-0" rock for normal wear replacement as directed by STATE. Required replacement rock shall be obtained from STATE approved commercial rock source.

At the conclusion of log hauling Operations, PURCHASER shall process crushed rock surfacing on all roads used for hauling as determined by 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 within "Rights-of-Way Boundary" signs between points specified in Project No. 1 in Section 2610, "Project Work."

**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:

Down trees and logs, except those meeting the removal requirements in Sections 2045. "Log Removal."

**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) Trees other than Douglas-fir, 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 within Stream Buffers. Trees may be felled in cable corridors but not removed.
- (d) Bearing (witness) trees.
- (e) Trees required to meet the Residual Tree requirements in Section 2320, "Thinning Specifications."

**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 "Timber Harvest Boundary" flagging.
- (2) Rights-of-Way are posted with "Right-of-Way Boundary" signs.
- (3) The Stream Buffers are posted with "Buffer Zone" signs and pink 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:
    - (A) Bark removed down to the cambium layer over an area of the bole which has one dimension greater than the diameter of the tree, or any visible bark removal on the tree roots.
    - (B) Residual Basal Area on any acre is less than the minimum specifications in Section 2320, "Thinning Specifications."
  - (2) More than 50 percent of live crown is removed.
  - (3) Tree is knocked down or leaning more than 10 degrees from vertical.
- (c) Triple the Purchase Price or \$100, whichever is greater, shall be paid when:
  - (1) Reserved Timber is intentionally cut or removed.
  - (2) Reserved Timber is intentionally damaged.
  - (3) Repeated major damage occurs to Reserved Timber.
  - (4) Any intentional "notching" or undercutting of Reserved Timber with an axe or saw occurs.

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

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

If more than 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.

- (A) Require limitations on log length and/or the number of logs in each Yarding turn.
- (B) Specify the size and type of equipment to be used.
- (C) Require line pulling and winching of logs.

## **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," Section 2320, "Thinning Specifications," and Sections 2220 through 2250, "Reserved Timber." PURCHASER shall give STATE 48 hours' advance notice before starting a new to allow STATE the opportunity to brief the faller on these sections.
- (b) Fell all trees and Snags within "Right-of-Way Boundary" signs or marked "C" with orange paint between the points specified in Project Nos. 1 and 2 and in Section 2610, "Project Work."
- (c) Prior to felling a Setting, all skid roads, Landings, cable corridors, intermediate support trees, rub trees, and Tailholds shall be marked on the Setting by PURCHASER and approved by STATE. Felling of trees within cable corridors, skid roads, and Landings shall be done prior to felling the remainder of the Setting. Rub trees may be removed after the completed Yarding of the Setting has been approved by STATE.
- (d) Trees and snags that will damage roads shall be felled prior to road construction or improvement.

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

PURCHASER shall employ the following timber cutting practices on the Timber Sale Areas, 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 2320. Thinning Specifications.** PURCHASER shall comply with the following requirements for selecting Residual conifer trees in the Timber Sale Area,

- (a) Residual tree spacing shall be varied to preserve the trees of good form and vigor with the largest diameter and height and maintain a residual stand structure within the following limits:
  - Residual Basal Area on each acre shall be at least 120 square feet and not more than 130 square feet for all units.
- (b) Acceptable residual trees are those having a Live Crown Ratio of at least 30 percent, and without sweep, scarring, disease, or leaning more than 10 degrees from vertical. Trees with multiple tops and crooks are acceptable if the defect is at least 40 feet above the ground.

- (c) Conifers other than Douglas-fir, Douglas-fir less than 8 inches DBH, and hardwoods shall not be counted when calculating the residual specifications listed above.
- (d) Portions of the Timber Sale Area may have an insufficient number of trees to make thinning silviculturally desirable. PURCHASER may propose to exclude such units from the thinning specifications and felling requirements. PURCHASER shall designate on the Operations Plan and mark on the ground proposed excluded units. Proposed units approved by STATE shall be excluded from the thinning specifications and felling requirements.

If the above conditions are not met by PURCHASER, STATE reserves the right to suspend felling until corrective measures have been taken by PURCHASER as directed by STATE. Corrective measures may include, but need not be limited to:

- (A) Replacement of timber fallers by PURCHASER; and
- (B) Approval of fallers by STATE based on fallers' satisfactory completion of STATE test plots.

**SECTION 2325. Felling Inspection.** STATE may inspect the felling Operations to determine compliance with the thinning specifications established by sample plots. Inspection by visual reconnaissance may supplement plot data.

Plot records may include: (1) residual Basal Area per acre; (2) Residual Tree DBH; (3) general comments on selection of Residual Trees and work quality; and (4) Residual Trees per acre damaged by PURCHASER. The plot data and visual reconnaissance may be used for determining the need for corrective measures, as outlined in Section 2320, "Thinning Specifications," and 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) **Portions of Units 1, 2, and 3 are located within the buffer of a Marbled Murrelet Management Area (MMMA), as shown on Exhibit A. Seasonal restrictions for Yarding and chainsaw use apply, see Section 2455, "Seasonal Restrictions".** Cable Landings located within the MMMA shall be reviewed by STATE and approved prior to use. Parallel corridors shall be used whenever possible, no more than two corridors per Landing, unless otherwise approved in writing by STATE.
- (b) Logs shall have at least one end suspended when Yarding.
- (c) Logs shall be fully suspended when Yarding over streams, stream buffers, and Equipment Restriction Zones.
- (d) 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.
- (e) Soil gouging shall be limited to a depth of one foot.
- (f) 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. Material suitable for firewood cutting shall be piled separately from other Slash as directed by STATE.

- (g) If Tailhold or Guyline trees outside of the Timber Sale Area are necessary to facilitate Yarding Operations, PURCHASER shall acquire written approval from STATE prior to their use. Upon approval, PURCHASER shall clearly mark each tree and take precautions to prevent damage to said trees including, but not limited to:
  - (1) Using trees near the timber sale boundary that can be felled and yarded without causing damage to Reserved Timber.
  - (2) Using tree plates, tires, or other suitable materials between cable straps and the tree to prevent scarring the tree.
  - (3) Limiting notching of the tree - to prevent strap slippage - to less than 25 percent of the circumference of the tree, unless the tree has been approved to be cut and removed.
- (h) Tailholding in the MMMA will have the following restrictions in addition to other Tailholding requirements listed under (g):
  - (1) Consultation with STATE and approval of Tailholds and cable line placement is required before Tailholding is allowed in this area. A lead time of two weeks is required to schedule a field consultation between STATE, PURCHASER, the Operator, and the person responsible for line placement.
  - (2) The following trees within the occupied habitat of the MMMA will not be selected for Tailhold anchors:
    - (A) Trees with potential nest platforms or immediately surrounding trees that provide cover to the potential nest platforms, as determined by ODF.
    - (B) When feasible, the largest trees in the area where the number of large trees is limited.
    - (C) When feasible, minor conifer species not commonly found in the stand.
  - (3) Cables located within the MMMA will be located so that raising, lowering or use of the line will not damage trees considered to have suitable nesting platforms or associated cover trees.
  - (4) Conifers used as Tailholds trees, that are located in the occupied habitat of the MMMA, shall not be felled.
  - (5) Any plans to Tailhold in the MMMA must be addressed in the Operations Plan and at the PreOperations meeting (Sections 1130, 1140 and Exhibit B).
- (i) Use a self-clamping carriage that can be positioned and repositioned for each turn of logs without lowering the skyline.
- (j) The carriage shall be capable of passing intermediate supports.
- (k) Control logs being yarded to minimize damage to Reserved Timber.
- (l) String cables in a manner that makes minimum contact with Reserved Timber.

If the above precautions are followed, payment for such tree shall not be required, except for trees removed per Item (1) above, which shall be paid for at single the Purchase Price, as specified in Section 2260, "Reserved Timber - Damages."

If the above precautions are not followed and activities result in damaging 50 percent or more of the circumference of such trees, damage shall be considered avoidable. Payment shall be at the rate of triple the Purchase Price, as specified in Section 2260, "Reserved Timber - Damages."

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) **Portions of Units 1, 2, and 3 are located in the buffer of a Marbled Murrelet Management Area (MMMA), as shown on Exhibit A. Seasonal restrictions for ground Yarding apply, see section 2455, "Seasonal Restrictions".**
- (b) 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.
- (c) 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.
- (d) Operations shall not be conducted under conditions where soils are rutted or excavated to a depth of 12 inches or more.
- (e) 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.
- (f) Yarding shall not be permitted on haul roads.
- (g) Ground Yarding equipment shall not be operated within Equipment Restriction Zones.
- (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," but approved in the Operations Plan, shall be subject to the following requirements, unless otherwise approved in writing by STATE.

- (a) Prior to felling, PURCHASER shall mark Right-of-Way clearing limits and obtain STATE approval.
- (b) Subgrade shall not exceed 14 feet in width.
- (c) Landings shall be constructed no more than 50 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, and Landings adjacent to surfaced roads shall be surfaced with at least an 8-inch depth of pit-run rock prior to log hauling to prevent contamination to the existing rock surface.

**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) Block roads and skid trails to vehicular traffic as directed by STATE.
- (d) After completion of each Setting, pile all Slash within reach of the Landings by a log loader on the edge of the Landing. Material suitable for firewood shall be separated into individual piles accessible for firewood cutting. Other Slash shall be piled to facilitate pile burning as directed by STATE.
- (e) Logs shall be removed from each Landing before moving to the next landing. This may require "bumping" logs forward to the next Landing on a truck or with the log loader, unless otherwise approved by STATE.

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

- (1) Complete all felling requirements as required by Section 2310, "Felling," within 14 calendar days after completion of Yarding activities.
- (2) Remove all trash from the Timber Sale Area at the end of each day and wildlife is not to be fed.
- (3) Remove all equipment and materials from the Timber Sale Area, as required by Section 1430, "Removal of Equipment and Materials," within 30 calendar days after completion of log hauling activities.
- (4) 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 shown on Exhibit A, 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.)

**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) Log hauling on unsurfaced roads shall not be allowed from October 1 through May 31.
- (b) Ground-based Operations shall not be allowed from October 1 through May 31.
- (c) Unsurfaced roads shall be waterbarred and blocked to vehicular traffic as directed by STATE by October 1 or upon completion of use, whichever occurs first.
- (d) Activity in "Live" Streams shall not be allowed from September 16 through June 30.
- (e) Project Nos. 1 and 2 shall not be allowed from October 1 through April 30.
- (f) In addition to the above restrictions, the use of mechanized equipment, including chainsaws, shall not be allowed from April 1 through August 5, and from August 6 through September 15 between two hours before sunset and two hours after sunrise in any portion of the MMMA as shown on Exhibit A.

**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 2540. Fire Equipment.** During Fire Season, PURCHASER shall provide an engine with at least a 1000-gallon capacity, enough feet of fire hose to reach from the water supply to any location in the operation affected by power driven machinery or 1000 feet, whichever is greater, one gated wye valve, and two adjustable nozzles in constant readiness in the Timber Sale Area. The engine must be self-filling and be able to travel fully loaded, under its own power, on all truck roads providing access to or within the Timber Sale Area. Such equipment shall be credited toward the requirements of OAR 629-043-0020 for water supply, hose, and nozzle, subject to STATE approval. PURCHASER shall comply with all other Fire Season requirements as established by the ODF District in which the Timber Sale Area is located.

**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 "Project Work" in accordance with the specifications provided in Exhibit D and written instructions from STATE. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

**Project No. 1, Road Construction.** Construct roads between the following road points according to the specifications in Exhibit D: Pt. A to Pt. B

**Project No. 2, Road Improvement, Surface Rock Replacement & Maintenance.** Improve roads between the following road points according to the specifications in Exhibit D: Pts. 1 to 2, 3 to 4, 4 to 5, 5 to 6, 7 to 8, 9 to 10, 11 to 12, 13 to 14, 15 to 16.

**Rock Source.** All rock shall be purchased from a STATE approved commercial rock source.

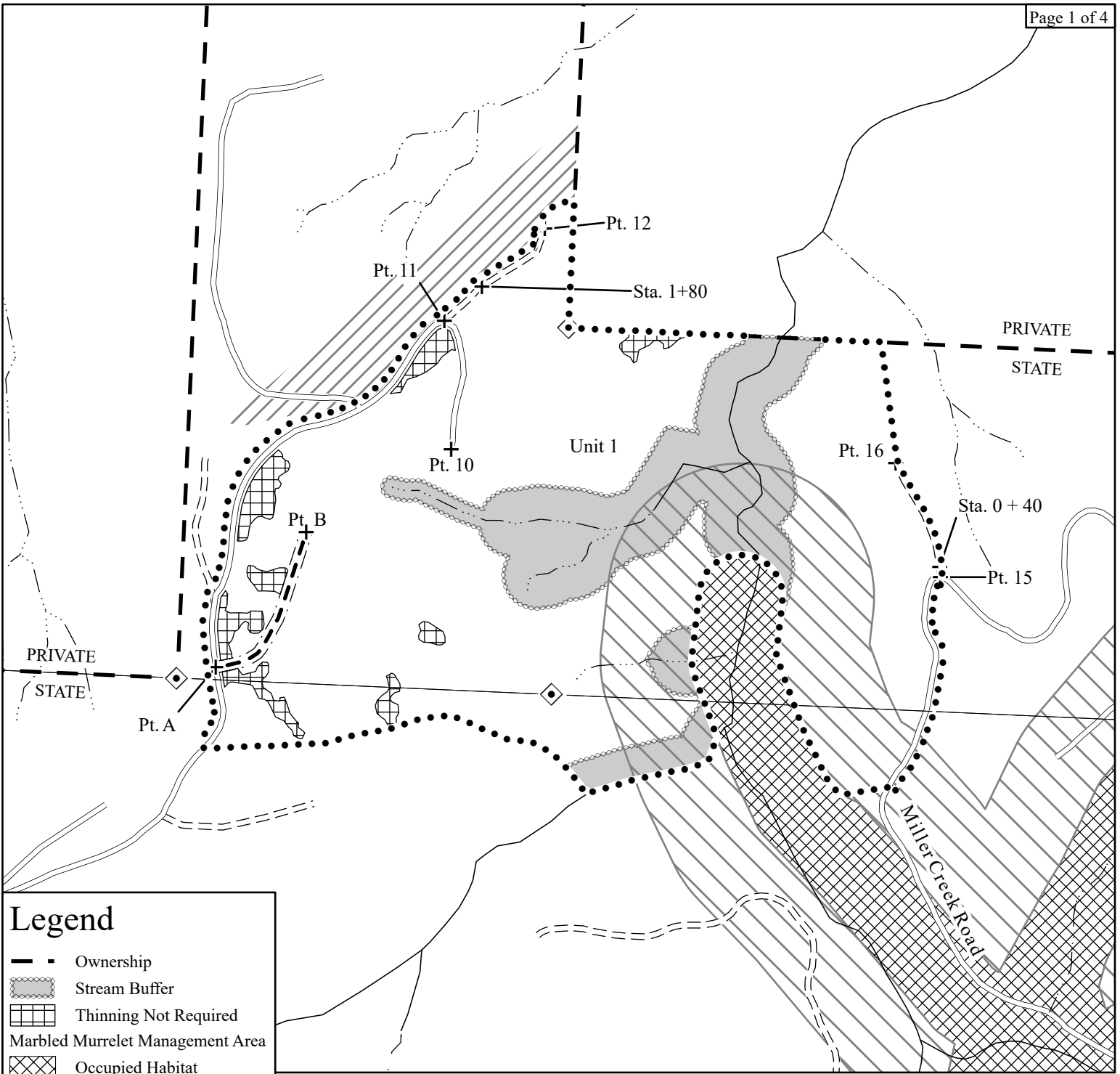
**SECTION 2620. Completion of Projects.** PURCHASER shall complete the Project Work in the preceding section as follows:

Complete all Projects on a road section prior to log hauling on that section.

If the logging operation will cause damage to a project, STATE may waive the completion date requirement until logging in that area is completed.

**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 \$44,623.00 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

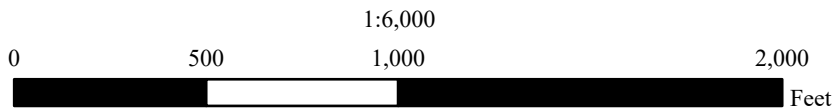
- Ownership
- Stream Buffer
- Thinning Not Required
- Marbled Murrelet Management Area
- Occupied Habitat
- Non-Habitat Buffer
- Surfaced Road
- Unsurfaced Road
- New Construction
- Right-of-Way
- Reforestation Area
- Type F Stream
- Type N Stream
- Project Point
- Land Survey Monument

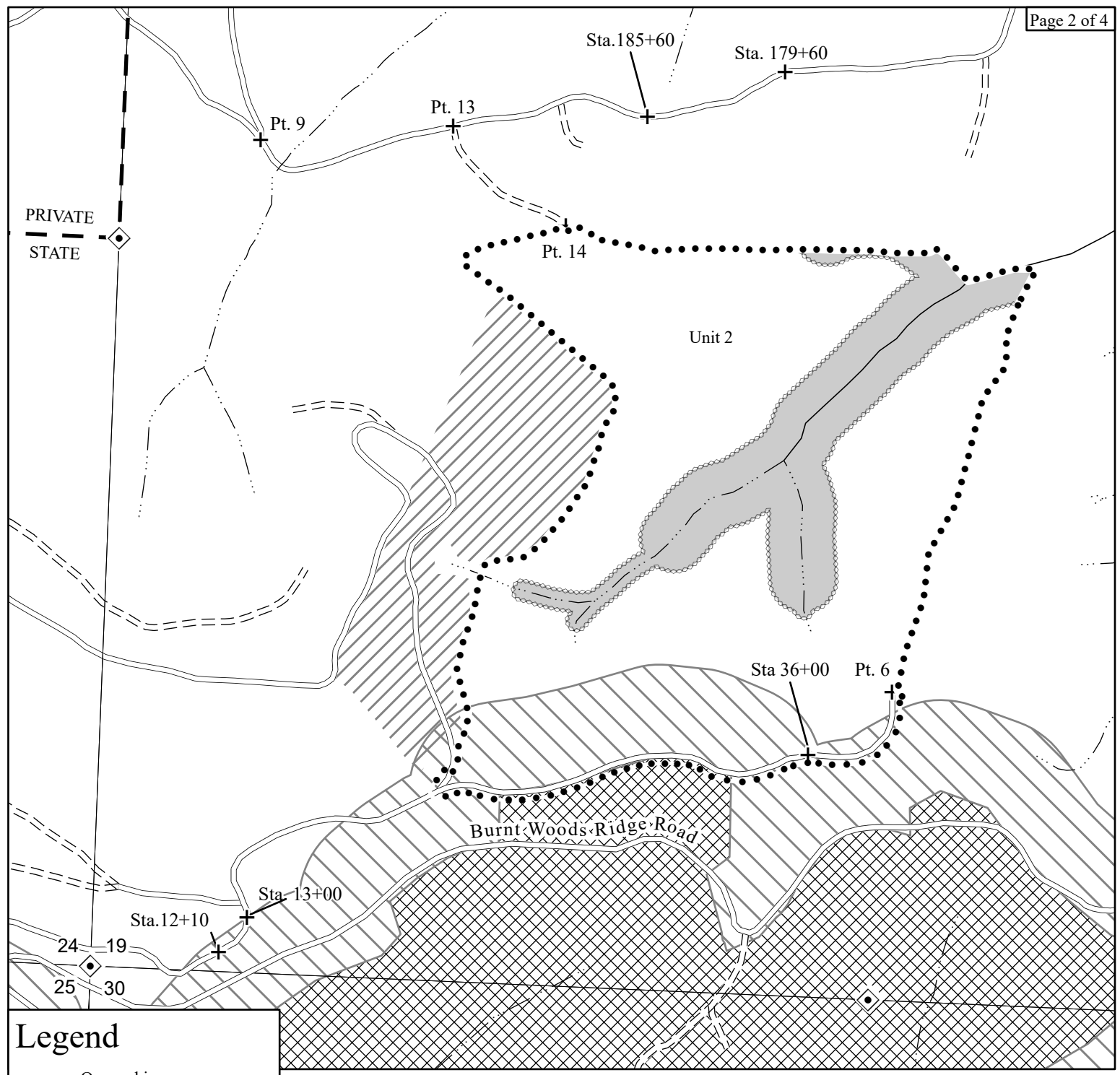
## EXHIBIT "A"

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W;  
 SECTION 24, T11S, R09W  
 LINCOLN COUNTY, OREGON

	GROSS UNIT ACRES	NET ACRES
1 (PC)	79	58
2 (PC)	67	53
3 (PC)	62	54
<b>TOTAL</b>	<b>208</b>	<b>165</b>

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.





- Legend**
- Ownership
  - Stream Buffer
  - Marbled Murrelet Management Area
  - Occupied Habitat
  - Non-Habitat Buffer
  - Surfaced Road
  - Unsurfaced Road
  - Reforestation Area
  - Type F Stream
  - Type N Stream
  - Project Point
  - Land Survey Monument

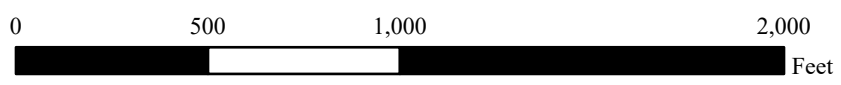
## EXHIBIT "A"

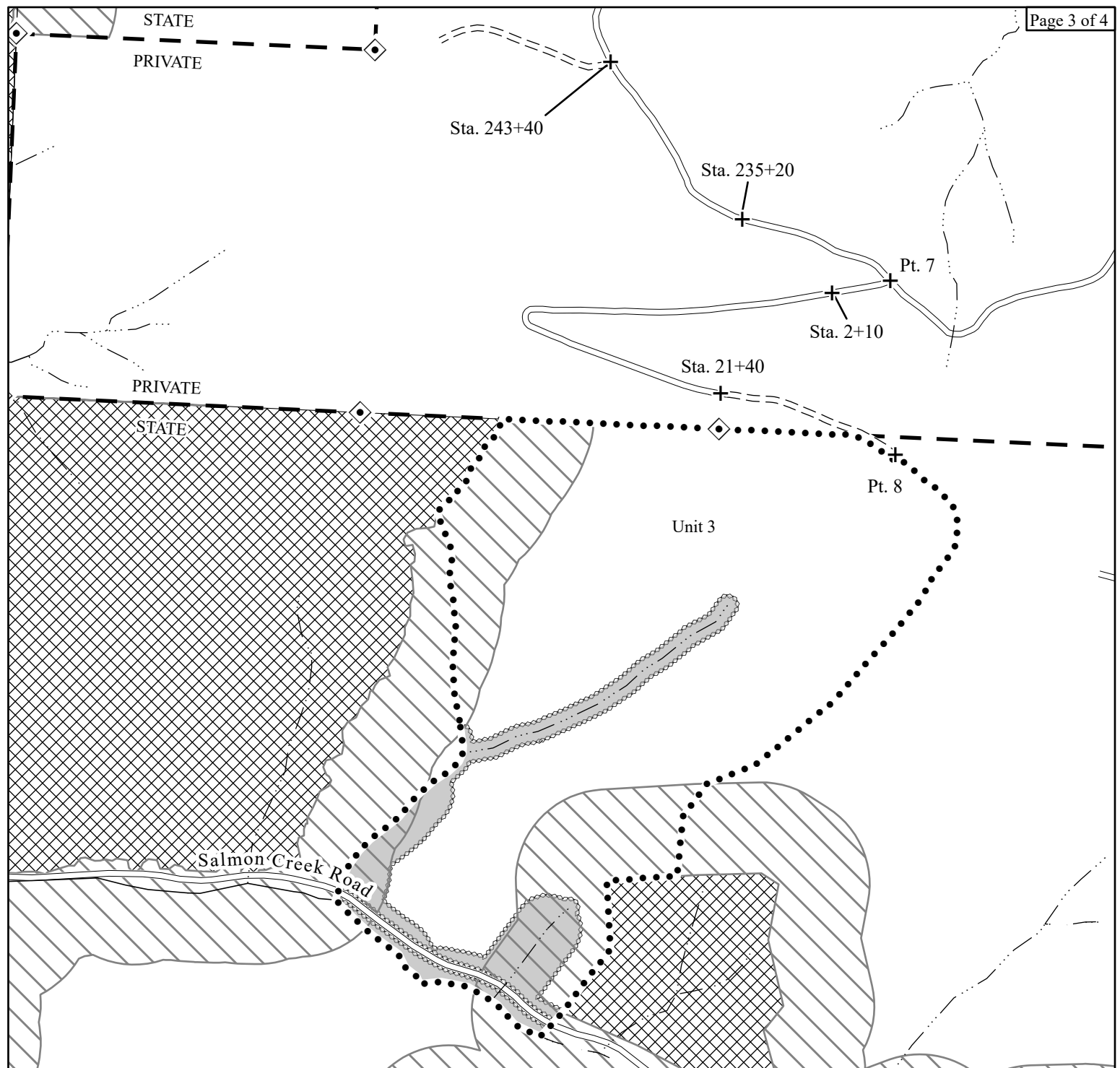
OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
MILLERS WOODS THIN  
PORTIONS OF SECTIONS 18 & 19, T11S, R08W;  
SECTION 24, T11S, R09W  
LINCOLN COUNTY, OREGON

	GROSS UNIT	NET ACRES	ACRES
1 (PC)	79	58	
2 (PC)	67	53	
3 (PC)	62	54	
TOTAL	208	165	

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.

1:6,000





**Legend**

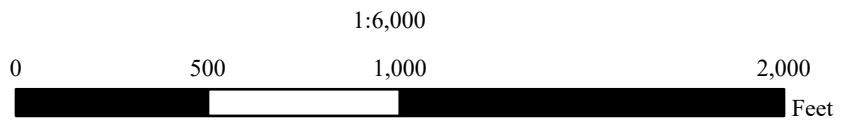
- Timber Sale Boundary
- Ownership
- Stream Buffer
- Marbled Murrelet Management Area
- Occupied Habitat
- Non-Habitat Buffer
- Surfaced Road
- Unsurfaced Road
- Type F Stream
- Type N Stream
- Project Point
- Land Survey Monument

**EXHIBIT "A"**

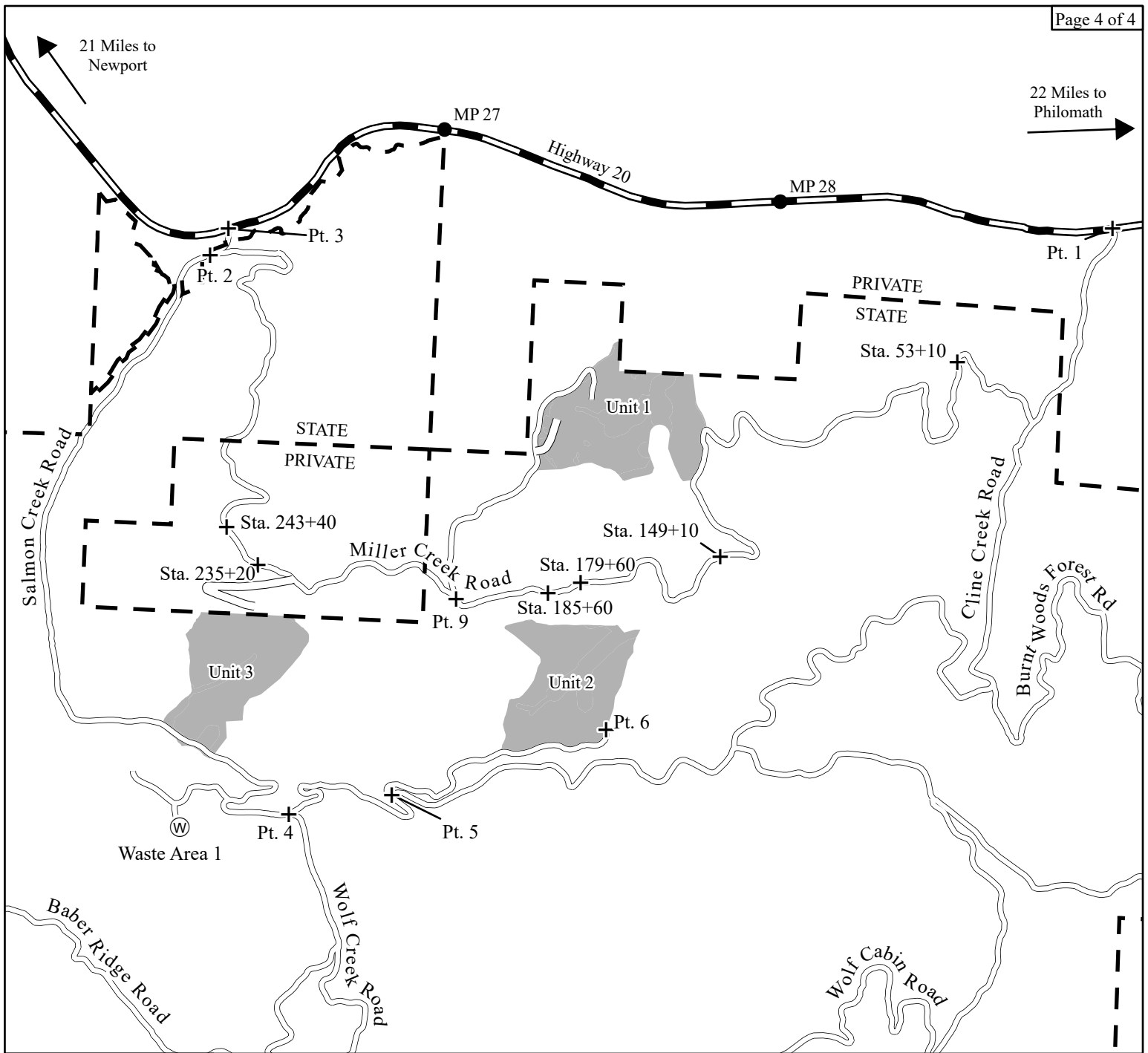
OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
MILLERS WOODS THIN  
PORTIONS OF SECTION 24, T11S, R09W;  
LINCOLN COUNTY, OREGON

	GROSS UNIT	NET ACRES	ACRES
1 (PC)	79	58	
2 (PC)	67	53	
3 (PC)	62	54	
<b>TOTAL</b>	<b>208</b>	<b>165</b>	

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.







## Legend

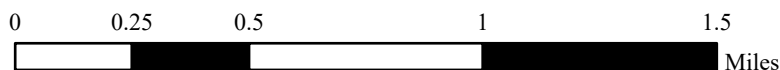
- Timber Sale Area
- Ownership
- Highway
- Surfaced Road
- Unsurfaced Road
- Project Point

## EXHIBIT "A"

VICINITY MAP  
 OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W, W.M.,  
 SECTION 24, T11S, R09W, W.M.  
 LINCOLN COUNTY, OREGON

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.

1:26,000







**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: WO-341-2026-W01171-01

(2) Sale Name: Millers Woods Thin

(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:

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(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

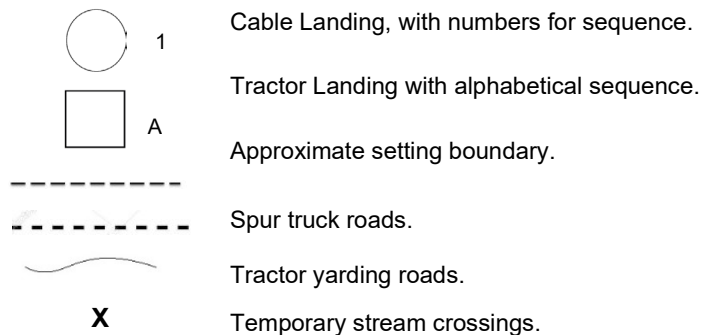
## INSTRUCTION SHEET FOR OPERATIONS PLAN

### 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**

Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____
_____				
Work Commences	25%	50%	75%	Projects Complete

**Harvest & Other Requirements**

Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____	Month/Year Date ____/____/____
_____				
Work Commences	25%	50%	75%	Sale Complete

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**  
**West Oregon - NWOA**

(1) ORIGINAL REGISTRATION ☐ Date \_\_\_\_\_  
REVISION NUMBER 000 ☐ Date \_\_\_\_\_  
CANCELLATION ☐ Date \_\_\_\_\_

(2) TO: \_\_\_\_\_  
(Third Party Scaling Organization)

(3) FROM: West Oregon Phone (541) 929-3266  
(State Forestry District)  
Address: 24533 ALSEA HWY  
PHILOMATH, OR 97370

(4) PURCHASER: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

(5) <b>MINIMUM SCALING SPECIFICATIONS</b>	
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'.

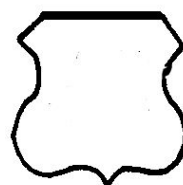
(8) <b>APPROVED SCALING LOCATIONS</b> (as shown on the ODF Approved Locations web-site )	YES NO		Species	Yard	Truck	Weight
	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

(9) **SALE NAME:** Millers Woods Thin  
**COUNTY:** Lincoln

(10) **STATE CONTRACT NUMBER:**  
WO-341-2026-W01171-01

(11) **STATE BRAND REGISTRATION NUMBER:**  
\_\_\_\_\_

(12) **STATE BRAND INFORMATION:**



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

(14) <b>SPECIAL REQUESTS</b> (Check applicable)	
PEELABLE CULL (all species).....	<input checked="" type="checkbox"/>
<b>NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE</b> .....	<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**  
**West Oregon - 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](mailto: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](mailto: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](mailto: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](mailto:yamhilllog@frontier.com)

Northwest Log Scalpers Inc.  
6137 NE 63rd St, Vancouver, WA, 98661  
Phone: (360) 553-7212 ext. 4 Fax: (360) 553-7213  
Email: [info@nwlogscalpers.com](mailto:info@nwlogscalpers.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](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**

West Oregon, NWOA

(1) ORIGINAL REGISTRATION ☐ Date \_\_\_\_\_  
REVISION NUMBER 000 ☐ Date \_\_\_\_\_  
CANCELLATION ☐ Date \_\_\_\_\_

(9) **SALE NAME:** Millers Woods Thin

COUNTY: Lincoln

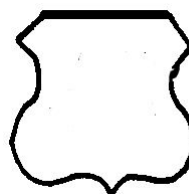
(2) TO: \_\_\_\_\_  
**(Approved Pulp Processing Facility)**

(10) **STATE CONTRACT NUMBER:**  
WO-341-2026-W01171-01

(3) FROM: West Oregon Phone (541) 929-3266  
(State Forestry District)  
Address: 24533 ALSEA HWY  
PHILOMATH, OR 97370

(11) STATE BRAND REGISTRATION NUMBER: \_\_\_\_\_

(12) STATE BRAND INFORMATION: \_\_\_\_\_



(4) PURCHASER: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_  
\_\_\_\_\_

(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**

West Oregon, 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](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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:info@nwlogscalers.com)

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

EXHIBIT D  
FOREST ROAD SPECIFICATIONS

SUBGRADE WIDTH	SURFACED WIDTH	POINT TO POINT	STATION TO STATION	DRAINAGE
12 feet	n/a	A to B	0 + 00 to 6 + 50	Outsloped
16 feet	14 feet	1 to 2	0 + 00 to 317 + 50	Crowned/Outsloped
16 feet	14 feet	3 to 4	0 + 00 to 139 + 30	Crowned/Outsloped
16 feet	14 feet	4 to 5	0 + 00 to 32 + 80	Outsloped
14 feet	14 feet	5 to 6	0 + 00 to 41 + 20	Crowned/Outsloped
14 feet	12 feet	7 to 8	0 + 00 to 28 + 10	Outsloped
14 feet	12 feet	9 to 10	0 + 00 to 51 + 20	Crowned/Outsloped
12 feet	n/a	11 to 12	0 + 00 to 5 + 00	Outsloped
12 feet	n/a	13 to 14	0 + 00 to 5 + 40	Outsloped
12 feet	n/a	15 to 16	0 + 00 to 4 + 50	Outsloped

**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.

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

**CLEARING CLASSIFICATION.**

New Construction - Where clearing limits have not been marked, the clearing limits shall extend 5 feet back of the top of the cutslope and 5 feet out from the toe of the fill slope, or as directed by STATE.

Improvement - the "Road Brushing Specifications" in Exhibit E shall apply. Where clearing limits have not been marked, the clearing limits shall extend 5 feet back of the top of the cutslope and 5 feet out from the toe of the fill slope, or as directed by STATE.

**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 cut slopes shall be removed. Grubbing debris shall not be placed or permitted to remain in or under any road embankment sections.

**GRUBBING CLASSIFICATION.**

New construction - from the top of the cut slope to the toe of the fill.

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

## EXHIBIT D

### FOREST ROAD SPECIFICATIONS

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 be left in a stable location and not 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 end-haul is required
- On unstable areas
- In any stream channel (Type F, N or D) or where material may enter the stream channel.

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

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

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

Unless road plans show otherwise, all roads shall be on a balanced cross section, except when the slope is over 50 percent, the road shall be on full bench for the width specified.

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

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

All fills shall be machine compacted according to the "Compaction and Processing Requirements" in this Exhibit.

ROAD WIDTH LIMITATIONS. PURCHASER shall obtain advance written approval from STATE to construct the road to a greater width than specified. 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 plans or as follows: 400 divided by the radius of the curve equals the amount of extra width.

### DRAINAGE

Subgrade. Subgrade shall be crowned at 4 to 6 percent, or outsloped at 3 to 4 percent as shown on the "Forest Road Specifications" table in this Exhibit.

Ditch. Construct V shaped ditch 3 feet wide and to a depth of 1 foot below subgrade.

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

TURNOUTS. Increase roadbed width an additional 8 feet for both subgrade and surfacing. Length shall be at least 50 feet, or as staked on the ground, plus 25-foot approaches at each end.

Location: Intervisible but not greater than 750 feet apart and as marked in the field.

### SLOPES

Solid Rock

Fractured Rock

Soil - side slopes 50% and over

Soil - side slopes less than 50%

### Cut Slopes

Vertical to  $\frac{1}{4}$  :1

$\frac{1}{2}$  :1

$\frac{3}{4}$  :1

1 :1

### Fill Slopes

1½:1

1½:1

Top of cut slope shall be rounded.

## EXHIBIT D

### FOREST ROAD SPECIFICATIONS

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 3 percent. Surface as shown in the "Road Surfacing" table in this Exhibit.

TURNAROUNDS. Increase subgrade width an additional 20 feet for a length of 20 feet at locations marked in the field.

SEASONAL WINTERIZATION. All unsurfaced roads or unfinished subgrades shall be waterbarred in accordance with the specifications in Exhibit D, 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) Timber Removal. Remove all trees within posted Right-of-Way Boundary or individually marked with an orange "C", as specified in Section 2210, Designated Timber.
- (2) Excavated Materials. Excavated materials shall be utilized for road construction and hauled in where necessary. Surplus excavation materials shall be hauled to the waste areas as marked in the field and/or designated on Exhibit A. Surplus excavated materials and waste materials shall be sloped and compacted for drainage. Fills shall be thoroughly compacted in accordance with this Exhibit. Excess excavated material not used for embankment shall be end hauled to waste areas as shown on Exhibit A and marked in the field.
- (3) 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.
- (4) Culvert Installation. Culverts in live streams shall be installed with the inlet and outlet on grade with the stream bottom, unless otherwise specified in writing. Fill construction backfill shall consist of select materials and may be obtained from borrow pits, as directed by STATE. Backfill materials shall be hauled in where necessary and thoroughly compacted in accordance with this Exhibit. STATE may require the use of crushed rock for culvert bedding.
- (5) Equipment. All excavation and riprap placement shall be performed using a minimum 1½ cubic-yard, track-mounted excavator.
- (6) 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 at 4 to 6 percent or outsloped at 3 to 4 percent.
  - (c) Upon completion of the 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 at 4 to 6 percent or outsloped at 3 to 4 percent.

## EXHIBIT D

### FOREST ROAD SPECIFICATIONS

#### SPECIFIC ROAD CONSTRUCTION INSTRUCTIONS

<u>Segment</u>	<u>Station</u>	<u>Work Description</u>
A to B	0 + 00 to 6 + 50	Construct outsloped unsurfaced road with dozer and excavator. Shape surface with grader and compact with vibratory roller.
	0 + 00 to 0 + 50	Apply 10 CY of jaw-run rock as junction rock. Process and compact rock with dozer and vibratory roller.
	6 + 50 (Pt. B)	Construct a 40'x40' unsurfaced, crowned landing. Shape and compact surface with dozer and vibratory roller.

EXHIBIT D  
FOREST ROAD SPECIFICATIONS

GENERAL ROAD IMPROVEMENT, SURFACE ROCK REPLACEMENT & MAINTENANCE INSTRUCTIONS:

- (1) Timber Removal. Remove all trees within posted Right-of-Way Boundary, or individually marked with an orange "C", as specified in Section 2210, Designated Timber.
- (2) Excavated Materials. Excavated materials shall be utilized for road and fill construction and hauled in where necessary. Surplus excavation materials shall be hauled to the waste areas as marked in the field and/or designated on Exhibit A. 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 on Exhibit A.
- (4) Culvert Replacement, Culvert Installation, Fill Reconstruction, and Fill Removal. Existing culvert geometry shall be modified to provide for optimum drainage and culvert performance. Modifications may include skewing the culvert and/or installing the culvert at gradients equal to or exceeding the drainage (or ditch) gradient. 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 and may be obtained from borrow pits, 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 A. Backfill materials shall be hauled where necessary and thoroughly compacted in accordance with this Exhibit.
- (5) Culvert Cleaning and Repairs. Remove all debris from inside all existing culverts on the road improvement segment, 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. Restore or construct ditchlines, including ditchouts, 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 and sediment basins shall not be pulled across existing surfacing rock, but shall be placed in nearby waste areas.
- (7) 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 on Exhibit A, or other stable locations as directed by STATE.
- (8) Equipment. All excavation and riprap placement shall be performed using a minimum 1½ cubic yard, track-mounted excavator.
- (9) Waste areas shall be uniformly sloped and compacted for drainage. Designated Waste materials shall be seeded and mulched in accordance with specifications in this Exhibit.



EXHIBIT D  
FOREST ROAD SPECIFICATIONS

(10) 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 of 4 to 6 percent, or outslope of 3 to 4 percent, and compact in accordance to the "Compaction and Processing Requirements" in this Exhibit.
- (e) Upon completion of above required work, apply, process, and compact surfacing rock in accordance to this Exhibit.

## EXHIBIT D

### FOREST ROAD SPECIFICATIONS

#### SPECIFIC ROAD IMPROVEMENT, SURFACE ROCK REPLACEMENT AND MAINTENANCE INSTRUCTIONS

<u>Segment</u>	<u>Station</u>	<u>Work Description</u>
1 to 2	0 + 00 (Pt. 1) to 317 + 50 (Pt. 2)	Apply 100 CY of 1½"-0" spot rock as directed by STATE. Process and compact rock with grader and vibratory roller. Shape surface with grader and compact surface with vibratory roller (80 stations) as directed by STATE.
	53 + 10	Reestablish ditch with grader (3 stations) as directed by STATE, scatter waste material in stable location.
	149 + 10	Consolidate and load debris an excavator and remove from state lands. End haul debris to a waste facility.
	167+00	Clean out culvert inlet and outlet.
	179 + 60 to 185 + 60	Reestablish ditch with grader, scatter waste material in stable location.
	185 + 60	Excavate and remove culvert from state lands. Install an 18"x30' CPP culvert utilizing 20 CY of 1½"-0" rock as culvert bedding and backfill as directed by STATE.
	235 + 20 to 240 + 00	Construct rolling water bars as directed by STATE every approximate 100 feet.
	243 + 40	Construct ditchout as directed by STATE.
3 to 4	0 + 00 (Pt. 3) to 139 + 30	Apply 90 CY of 1½"-0" spot rock as directed by STATE. Process and compact rock with grader and vibratory roller. Shape surface with grader and compact surface with vibratory roller (90 stations) as directed by STATE.
4 to 5	0 + 00 (Pt. 4) to 32 + 80	Apply 20 CY of 1½"-0" spot rock as directed by STATE. Process and compact rock with grader and vibratory roller. Shape surface with grader and compact surface with vibratory roller (15 stations) as directed by STATE. Reestablish ditch with grader (27 stations) as directed by STATE.
5 to 6	0 + 00 (Pt. 5) to 41 + 2	Construct Waste Area 1 as shown in the Exhibit A "Vicinity Map" with dozer by reopening unsurfaced road 300'. Apply 40 CY of 1½"-0" spot rock as directed by STATE. Process and compact rock with grader and vibratory roller. Shape surface with grader and compact surface with vibratory roller (20 stations) as directed by STATE.
	12 + 10 to 13 + 00	Remove tree marked with orange "C". Realign road by excavating 4 ft into cutslope. Construct a 1 ft ditch into new road subgrade. End-haul all waste material to Waste Area 1 (approx. 270 CY). Spread and compact material for 300' with an approximate 2" lift. Taper material at the road junction. Apply 40 CY of jaw-run rock as base rock to exposed road subgrade. Process and compact rock with dozer and vibratory roller. Apply 30 CY of 3"-0" rock as surfacing rock. Spread and compact rock with grader and vibratory roller.
	36 + 00	Reopen turnout with excavator as directed by STATE. Scatter material in stable location. Shape and compact subgrade with grader and vibratory roller. Utilize 10 CY of 3"-0" for turnout surface, process and compact surface with a grader.

## EXHIBIT D

### FOREST ROAD SPECIFICATIONS

#### SPECIFIC ROAD IMPROVEMENT, SURFACE ROCK REPLACEMENT AND MAINTENANCE INSTRUCTIONS

7 to 8	0 + 00 (Pt. 7) to 21 + 40	Brush road according to road brushing specifics and remove sod and brushing debris with grader. Construct a 40'x40' outsloped landing at Sta. 21 + 40. Remove trees and stumps with excavator and deck in stable location. Shape subgrade with grader and compact with vibratory roller. Apply 10 CY of 3"-0" rock as junction rock at Pt. 7. Process and compact rock with grader and vibratory roller. Utilize 40 CY of 3"-0" as spot rock. Process and compact rock with grader and vibratory roller.
	2 + 10	Construct drivable waterbar and ditchout.
	21 + 40 to 28 + 10 (Pt. 8)	Re-construct road with dozer between right-of-way tags. Construct a 60'x60' outsloped landing at point 8. Remove trees and stumps and deck in stable location. Shape and compact subgrade with grader and vibratory roller.
9 to 10	0 + 00 (Pt. 9) to 46 + 80 (Pt. 11)	Utilize 50 CY of 1 ½"-0" for spot rock. Process and compact rock with grader and vibratory roller. Shape surface with grader and compact surface with vibratory roller (40 stations) as directed by STATE.
	46 + 80 to 51 + 20 (Pt. 10)	Reopen road with dozer. Reopen landing with excavator, remove trees designated in right of way boundary and deck in stable location. Shape and compact subgrade with grader and vibratory roller.
11 to 12	0 + 00 to 5 + 00	Reopen road with dozer. Shape and compact subgrade and landing with grader and vibratory roller. Apply 10 CY of Jaw-Run as junction rock at pt. 11, shape and compact with grader and vibratory roller.
	1 + 80	Construct a 40'x40' outsloped landing. Shape and compact subgrade with grader and vibratory roller.
13 to 14	0 + 00 to 5 + 40	Reopen road and landing with dozer. Shape and compact subgrade with grader and vibratory roller. Apply 10 CY of Jaw-Run as junction rock at sta. 0+00 (Pt.13).
15 to 16	0 + 00 to 4 + 50	Reopen road and landing with dozer. Apply 10 CY of Jaw-Run as junction rock at sta. 0+00 (Pt.15). Remove trees and stumps within posted right of way, deck logs in stable location. Construct a 40'x40' outsloped landing at station 0 + 40. Shape and compact subgrade with grader and vibratory roller.

EXHIBIT D  
ROAD SURFACING

ROAD SEGMENT	A to B			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	A to B		0+00 to 6+50			
				Volume (CY) per		Number of			
Junction rock	Jaw-Run	0+00 to 0+50	n/a	10	Load	1	Load	10	14
Total Rock for Road Segment: A to B								10	14

ROAD SEGMENT	1 to 2			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	1 to 2		0+00 to 317+50			
				Volume (CY) per		Number of			
Culvert bedding rock	1 1/2"-0"	185+60	n/a	10	Load	2	Loads	20	27
Spot rock	1 1/2"-0"	0+00 to 317+50	n/a	10	Load	10	Loads	100	135
Total Rock for Road Segment: 1 to 2								120	162

ROAD SEGMENT	3 to 4			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	3 to 4		0+00 to 139+30			
				Volume (CY) per		Number of			
Spot rock	11/2"-0"	0+00 to 139+30	n/a	10	Load	9	Loads	90	122
Total Rock for Road Segment: 3 to 4								90	122

## EXHIBIT D

## ROAD SURFACING

ROAD SEGMENT	4 to 5			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	4 to 5		0+00 to 32+80			
				Volume (CY) per		Number of			
Spot rock	1 1/2"-0"	0+00 to 32+80	n/a	10	Load	2	Loads	20	27
Total Rock for Road Segment: 4 to 5								20	27

ROAD SEGMENT	5 to 6			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	5 to 6		0+00 to 41+20			
				Volume (CY) per		Number of			
Base rock	Jaw-Run	12+10	n/a	10	Load	4	Loads	40	54
Surface rock	3"-0"	12+10	2	10	Load	3	Loads	30	41
Turnout rock	3"-0"	36+00	n/a	10	Turnout	1	Turnout	10	14
Spot rock	1 1/2"-0"	0+00 to 41+20	n/a	10	Load	4	Loads	40	54
Total Rock for Road Segment: 5 to 6								120	162

EXHIBIT D

ROAD SURFACING

ROAD SEGMENT	7 to 8			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	7 to 8		0+00 to 28+10			
				Volume (CY) per		Number of			
Spot Rock	3"-0"	0+00 to 28+10	n/a	10	Load	4	Loads	40	54
Junction rock	3"-0"	0+00 to 0+50	n/a	10	Load	1	Loads	10	14
Total Rock for Road Segment: 7 to 8								50	68

ROAD SEGMENT	9 to 10			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	9 to 10		0+00 to 51+20			
				Volume (CY) per		Number of			
Spot rock	1 1/2"-0"	0+00 to 51+20	n/a	10	Load	5	Loads	50	68
Total Rock for Road Segment: 9 to 10								50	68

ROAD SEGMENT	11 to 12			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	11 to 12		0+00 to 5+00			
				Volume (CY) per		Number of			
Junction rock	Jaw-Run	0+00 to 0+50	n/a	10	Load	1	Load	10	14
Total Rock for Road Segment: 11 to 12								10	14

ROAD SEGMENT	13 to 14			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	13 to 14		0+00 to 5+40			
				Volume (CY) per		Number of			
Junction rock	Jaw-Run	0+00 to 0+50	n/a	10	Load	1	Load	10	14
Total Rock for Road Segment: 13 to 14								10	14

EXHIBIT D  
ROAD SURFACING

ROAD SEGMENT	15 to 16			POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)	TOTAL VOLUME (TONS)
Application	Rock Size and Type	Location	Depth of Rock (inches)	15 to 16		0+00 to 4+50			
				Volume (CY) per	Number of				
Junction rock	Jaw-Run	0+00 to 0+50	n/a	10	Load	1	Load	10	14
Total Rock for Road Segment: 15 to 16								10	14

**ROCK CONVERSION FACTORS**

Size	1 1/2"-0"	3"-0"	Jaw-Run
Tons/CY	1.35	1.35	1.35

Total Rock Volumes For Projects			
Rock Size	1 1/2"-0"	3"-0"	Jaw-Run
Rock Totals CY	320	90	80
Rock Totals TONS	432	122	108

Maintenance Rock Volumes in CY			
Rock Size	1 1/2"-0"	3"-0"	Jaw-Run
Rock Totals CY	150	-	-
Rock Totals TONS	203	-	-

Roads shall be uniformly graded, shaped and approved by STATE prior to rock.

## EXHIBIT D

### 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 the following methods, as directed by STATE. STATE shall be given 24 hours' notice prior to rocking.

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 must be submitted no later than the 15<sup>th</sup> of each month.



## EXHIBIT D

### 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. 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 at 4 to 6 percent, or outsloped at 3 to 4 percent as specified in the "Forest Roads Specifications" table in Exhibit D.

ROAD SEGMENT	SUBGRADE COMPACTION OPTIONS
All road segments.	1

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	FILLS COMPACTION OPTIONS
All road segments.	1 and 2

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 at 4 to 6 percent, or outsloped at 3 to 4 percent as specified in the "Forest Roads Specifications" table in Exhibit D.

## EXHIBIT D

### COMPACTION AND PROCESSING REQUIREMENTS

ROAD SEGMENT	CRUSHED COMPACTION OPTIONS
All road segments requiring crushed rock.	1

Jaw-Run Rock. The rock shall be uniformly mixed and spread in layers on the approved roadbed. Each layer of jaw-run rock shall be moistened or dried to uniform moisture content suitable for maximum compaction and compacted in layers not to exceed 8 inches in depth. When more than 1 layer is required, each shall be shaped and compacted 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. Compaction shall be accomplished by using one or more of the approved equipment options listed below:

Rock shall be crowned at 4 to 6 percent, or outsloped at 3 to 4 percent as specified in the "Forest Roads Specifications" table in Exhibit D.

ROAD SEGMENT	PIT-RUN COMPACTION OPTIONS
Segments requiring jaw-run rock	1 and 3

### COMPACTION EQUIPMENT OPTIONS

- (1) 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.
- (2) Vibratory Hand-Operated or Backhoe-Mounted Tamper. Vibratory hand-held or hydraulic tampers shall be used for compaction of backfill materials around culverts and 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.
- (3) Dozer. A dozer/track-type tractor weighing a minimum of 45,000 pounds as directed by STATE shall be operated over the Jaw-run rock so that the entire surface comes in contact with the tracks.

## EXHIBIT D

### CRUSHED ROCK SPECIFICATIONS

#### Grading Requirements

<u>For 1½"-0"</u>	Passing	2" sieve	100%
	Passing	1½" sieve	90-100%
	Passing	¾" sieve	60-90%
	Passing	¼" sieve	30-50%
	Passing	No. 10 sieve	15-30%
	Passing	No. 40 sieve	7-15%
<u>For 3"-0"</u>	Passing	4" sieve	100%
	Passing	3" sieve	90-100%
	Passing	1½" sieve	60-90%
	Passing	¾" sieve	40-60%
	Passing	¼" sieve	20-40%
	Passing	No. 10 sieve	5-20%
<u>For 6"-0 Jaw-Run</u>	Passing	6" sieve	100%
	Passing	3" sieve	45-65%
	Passing	¼" sieve	0-10%

Control of gradation shall be by visual inspection by STATE

## EXHIBIT D

### CULVERT SPECIFICATIONS

All culvert materials shall be furnished and installed by PURCHASER, unless otherwise specified in the Contract.

Culverts 36 inches in diameter and smaller shall be constructed of corrugated polyethylene, unless otherwise specified in the Contract. Culverts larger than 36 inches in diameter shall be constructed of corrugated aluminized Type 2 steel, unless otherwise specified in the Contract. 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-36-03<sup>1</sup>."

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.

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.

Culverts in live streams shall be installed with the inlet and outlet on grade with the stream bottom, unless otherwise specified in writing.

#### Cross Drain Culverts

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. Cross drains shall be skewed to fit the required culvert length to the road prism.

Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3 percent or greater than 10 percent.

#### Disconnect Culverts

The culvert inlet shall be located as close to the channel that it is disconnecting, while the culvert outlet shall be located as far from the channel as possible; discharge culvert outflow on the forest floor, allowing for filtration before the water enters the disconnected channel.

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. Bedrock shall be excavated as required to provide a uniform foundation for the full length of the culvert.

A bedding of crushed rock as specified 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 for all culverts.

Backfill shall consist of crushed rock on improvement segments and job-excavated soil free of stumps, limbs, rocks, or other objects which would damage the culvert on new construction segments.

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

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

## EXHIBIT D

### CULVERT SPECIFICATIONS

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.

The ends of each culvert shall be free of logs and debris which would restrict the free flow of water.

The intake end of cross drain and disconnect 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.

Culverts 24 inches in diameter or larger shall have 1:1 beveled inlets.

Compaction by tamping utilizing a Vibratory Hand-Operated or Backhoe-Mounted Tamper is required for all culverts.

All culverts scheduled for replacement shall become property of the PURCHASER and be removed from STATE land and hauled to an approved refuse site 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.

The intake ends of culverts in fills less than 3 feet to the top of the culvert shall be marked by driving white fiberglass posts within 6 inches of the downgrade side. Posts shall be a minimum of 6 feet long and 2½ inches wide, with the spade driven 2 feet into the ground. Install a culvert marker at each existing culvert that is missing a marker that could be reached by a grader blade.

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

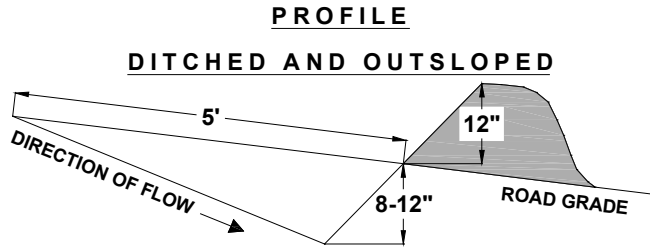
### CULVERT LIST

CULVERT NO.	DIAMETER (Inches)	LENGTH (Feet)	MATERIAL TYPE	ROAD SEGMENT POINT TO POINT	STATION
1	18	30	CPP	1 to 2	185 + 60

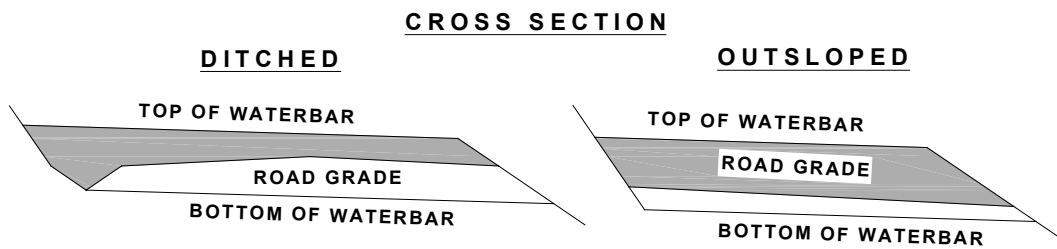
ACSP = Aluminized, CPP = Polyethylene

# EXHIBIT D

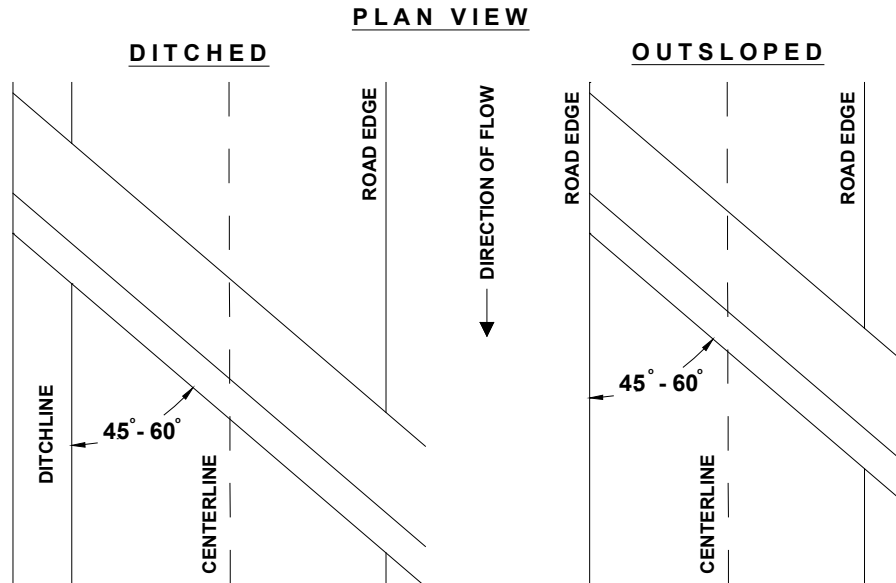
## WATERBAR SPECIFICATIONS



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

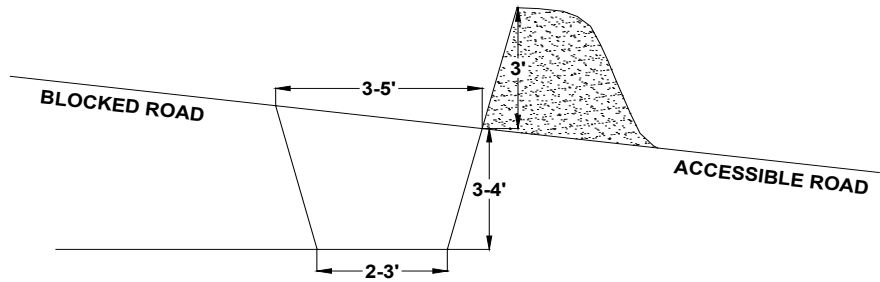


CONSTRUCT DITCHOUT THRU ANY EXISTING BERM.  
CROSS DRAINAGE GRADIENT MINIMUM 3%.



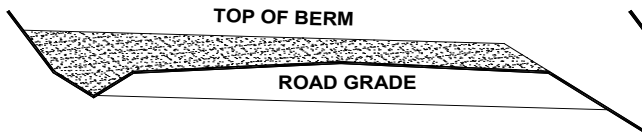
# EXHIBIT D TANK TRAP SPECIFICATIONS

## PROFILE DITCHED AND OUTSLOPED

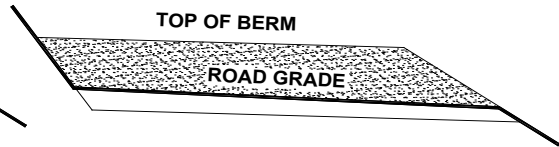


## CROSS SECTION

### DITCHED



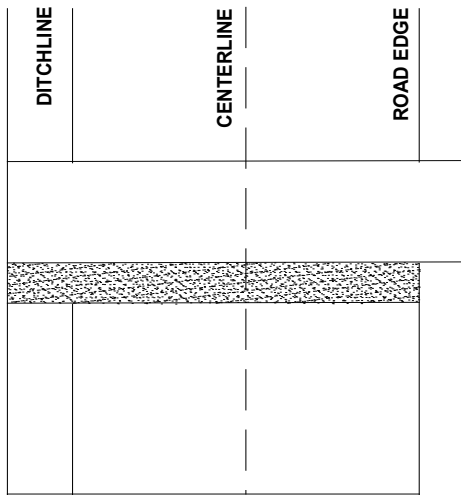
### OUTSLOPED



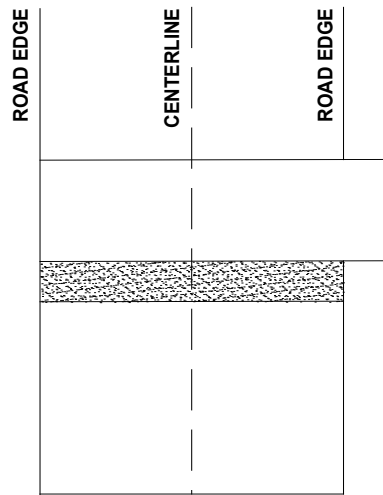
CONSTRUCT DITCHOUT THRU ANY EXISTING BERM.  
CROSS DRAINAGE GRADIENT MINIMUM 3%

## PLAN VIEW

### DITCHED



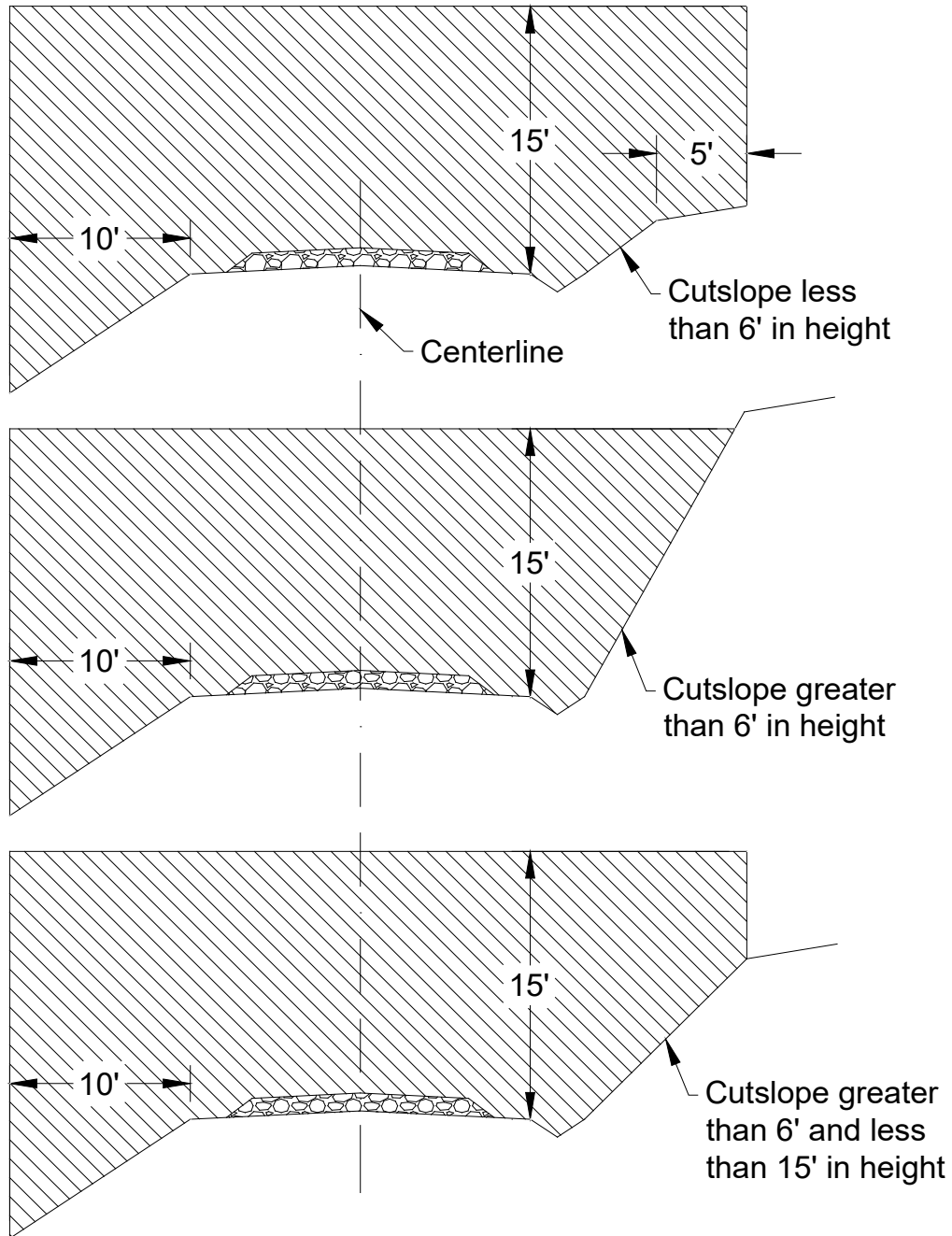
### OUTSLOPED



DIRECTION OF FLOW  
↓

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 E  
ROAD BRUSHING SPECIFICATIONS





## EXHIBIT E

### ROAD BRUSHING SPECIFICATIONS

#### GENERAL ROAD BRUSHING INSTRUCTIONS:

Conduct roadside brushing as specified in this Exhibit, on road segments as shown on Exhibit A, identified in the Legend as "Roads to Brush".

#### CUTTING REQUIREMENTS (PRIVATE Roads):

For all situations on private property, the minimum height of brushing shall be 15 feet from the road surface, and the minimum width of brushing on the down slope side of the road shall be 5 feet horizontal distance. The minimum width of brushing on the cutslope side of the road shall be 5 feet horizontal distance from the bottom of the ditch. In situations where site distance is an issue brushing heights on the cutslope may vary from the above drawings, as directed by STATE. All turnouts and turnarounds encountered shall be brushed.

#### CUTTING REQUIREMENTS (STATE Roads):

The minimum height of brushing shall be for all situations 15 feet from the road surface, and the minimum width of brushing on the down slope side of the road shall be 10 feet horizontal distance. The minimum width of brushing on the cutslope side of the road shall be dictated by the height of the cutslope as indicated in the three drawings above. In situations where site distance is an issue brushing heights on the cutslope may vary from the above drawings, as directed by STATE. All turnouts and turnarounds encountered shall be brushed.

#### CLEAN-UP and DEBRIS REMOVAL:

Brush and trees shall be cut to a maximum height of 6 inches above the ground surface or obstructions such as rocks or existing stumps. All vegetation on the road surface shall be cut flush to the road surface. Stumps greater than three inches on the road shoulder and ditchline, shall be cut flush to the surface.

Debris resulting from the brushing operation shall be removed from the roadway, cutslope, ditches, water courses, culvert inlets/outlets, and sediment catch basins. Debris shall be mulched or scattered downslope from the road or placed in other stable locations. Large debris, 6 inches or larger in diameter, shall be mulched or cut into lengths 6 feet or less to facilitate rapid decay, unless otherwise approved by STATE.

Trees larger than 6 inches in diameter at stump height, located within brushing limits but outside of the ditchline or shoulder, shall not be cut down, but shall be limbed for road visibility.

Existing debris on the roadway, cutslope, ditchline, or catch basin shall be removed and treated. Debris shall be mulched or scattered downslope from the road or placed in other stable locations. Large non-merchantable debris, 6 inches or larger in diameter, shall be mulched or cut into lengths 6 feet or less to facilitate rapid decay, unless otherwise approved by STATE.

Merchantable blown down trees encountered shall be bucked in lengths as directed by STATE, and placed in locations acceptable to STATE, or pushed out of the road prism.

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

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





"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal  
Millers Woods Thin  
Sale WO-341-2026-001171-01

District: West Oregon

Date: October 08, 2025

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**Cost Summary**

	Conifer	Hardwood	Total
Gross Timber Sale Value	\$223,570.80	\$0.00	\$223,570.80
		Project Work:	(\$44,623.00)
		Advertised Value:	\$178,947.80



# Timber Sale Appraisal Millers Woods Thin Sale WO-341-2026-001171-01

**District: West Oregon**

**Date: October 08, 2025**

## Timber Description

**Location:** T11S R8W, Sections 18, 19; T11S R9W, Section 24

**Stand Stocking:** 60%

Specie Name	AvgDBH	Amortization (%)	Recovery (%)
Douglas - Fir	12	0	96

Volume by Grade	3S & 4S 6"-11"	Total
Douglas - Fir	1,016	1,016
<b>Total</b>	1,016	1,016

**Comments:** Pond Values Used: local Pond Values, August 2025

Western Hemlock and other Conifers Stumpage Price = Pond value minus logging costs:  
\$40.05/MBF = \$535/MBF - \$494.95/MBF

Western redcedar and Other Cedars Stumpage Price = Pond Value minus Logging Cost:  
\$705.05/MBF = \$1200/MBF - \$494.95/MBF

Red Alder and Other Hardwoods Stumpage Price = Hardwood Pulp price using a conversion factor of 10 ton/MBF: = \$25.00/MBF  
PULP (Conifer and Hardwood Price) = \$2.50/TON

Other Costs (no Profit and Risk to be added)  
None

Other Costs (with Profit and Risk to be added):  
Equipment Cleaning (Invasive Species): \$2000  
Intermediate Support/Tail Tree: 9 supports @ \$100/support = \$900  
Landing slash piling and firewood sorting: 8 Landings @ \$180/ Landing = \$1,440  
Water Bar and Block Dirt Roads: 10 Stations @ \$16.95/Station = \$169.50  
TOTAL Other Costs (With Profit and Risk) = \$4,509.50

ROAD MAINTENANCE  
Move-in: Grader \$950  
Final Road Maintenance: \$ 17,215.20  
TOTAL Road Maintenance: \$ 17,215.20/1,016 MBF = \$16.94/MBF



Timber Sale Appraisal  
Millers Woods Thin  
Sale WO-341-2026-001171-01

District: West Oregon

Date: October 08, 2025

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### Logging Conditions

<b>Combination#:</b>	1	Douglas - Fir	68.61%
<b>Logging System:</b>	Cable: Medium Tower >40 - <70		<b>Process:</b> Harvester Head Delimbing
<b>yarding distance:</b>	Short (400 ft)		<b>downhill yarding:</b> No
<b>tree size:</b>	Small / Thinning 12in (130 Bft/tree), 12-17 logs/MBF		
<b>loads / day:</b>	7		<b>bd. ft / load:</b> 3900
<b>cost / mbf:</b>	\$292.24		
<b>machines:</b>	Log Loader (A) Forwarder Harvester Tower Yarder (Medium)		
<b>Combination#:</b>	2	Douglas - Fir	22.82%
<b>Logging System:</b>	Cable: Medium Tower >40 - <70		<b>Process:</b> Harvester Head Delimbing
<b>yarding distance:</b>	Long (1,500 ft)		<b>downhill yarding:</b> No
<b>tree size:</b>	Small / Thinning 12in (130 Bft/tree), 12-17 logs/MBF		
<b>loads / day:</b>	6		<b>bd. ft / load:</b> 3900
<b>cost / mbf:</b>	\$340.94		
<b>machines:</b>	Log Loader (A) Forwarder Harvester Tower Yarder (Medium)		
<b>Combination#:</b>	3	Douglas - Fir	8.57%
<b>Logging System:</b>	Shovel		<b>Process:</b> Manual Falling/Delimbing
<b>yarding distance:</b>	Short (400 ft)		<b>downhill yarding:</b> No
<b>tree size:</b>	Small / Thinning 12in (130 Bft/tree), 12-17 logs/MBF		
<b>loads / day:</b>	14		<b>bd. ft / load:</b> 3900
<b>cost / mbf:</b>	\$183.16		
<b>machines:</b>	Shovel Logger		



"STEWARDSHIP IN FORESTRY"

# Timber Sale Appraisal Millers Woods Thin Sale WO-341-2026-001171-01

**District: West Oregon**

**Date: October 08, 2025**

## Logging Costs

<b>Operating Seasons:</b> 3.00	<b>Profit Risk:</b> 12%
<b>Project Costs:</b> \$44,623.00	<b>Other Costs (P/R):</b> \$4,509.50
<b>Slash Disposal:</b> \$0.00	<b>Other Costs:</b> \$0.00

**Miles of Road**

**Road Maintenance:** \$16.94

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	3.0	3.9



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal  
Millers Woods Thin  
Sale WO-341-2026-001171-01

District: West Oregon

Date: October 08, 2025

### Logging Costs Breakdown

Logging	Road Maint	Fire Protect	Hauling	Other P/R appl	Profit & Risk	Slash Disposal	Brand & Paint	Other	Total
Douglas - Fir									
\$294.00	\$17.62	\$12.96	\$1111.11	\$4.44	\$52.82	\$0.00	\$2.00	\$0.00	\$494.95

Specie	Amortization	Pond Value	Stumpage	Amortized
Douglas - Fir	\$0.00	\$715.00	\$220.05	\$0.00



"STEWARDSHIP IN FORESTRY"

Timber Sale Appraisal  
Millers Woods Thin  
Sale WO-341-2026-001171-01

District: West Oregon

Date: October 08, 2025

### Summary

#### Amortized

Specie	MBF	Value	Total
Douglas - Fir	0	\$0.00	\$0.00

#### Unamortized

Specie	MBF	Value	Total
Douglas - Fir	1,016	\$220.05	\$223,570.80

#### Gross Timber Sale Value

Recovery: \$223,570.80

Prepared By: Isabelle Doan

Phone: 541-929-9163



## SUMMARY OF ALL PROJECT COSTS

**Sale Name:** Millers Woods Thin

**Date:** June 2025

**Time:** 9:11

### **Project #1 - New Construction**

<u>Road Segment</u>	<u>Length</u>	<u>Cost</u>
A to B	6.5 sta	\$3,249
<b>TOTALS</b>	6.5 sta	\$3,249

### **Project #2 - Road Improvement, Surface Rock Replacement and Maintenance**

<u>Road Segment</u>	<u>Length</u>	<u>Cost</u>
1 to 2	317.5 sta	\$8,446
3 to 4	139.3 sta	\$5,990
4 to 5	32.8 sta	\$2,433
5 to 6	41.2 sta	\$6,748
7 to 8	28.1 sta	\$5,821
9 to 10	51.2 sta	\$3,618
11 to 12	5.0 sta	\$998
13 to 14	5.4 sta	\$1,060
15 to 16	4.5 sta	\$1,410
<b>TOTALS</b>	569.3 sta	\$36,524

### **Project #3 - Equipment Move in**

	<u>Cost</u>
Excavator, C325 or equiv.	\$1,500
Dozer, D-6 or equiv.	\$950
Grader, Cat 14-G or equiv.	\$950
Vibratory roller	\$950
Brusher	\$500
<b>TOTAL</b>	\$4,850

**GRAND TOTAL**

**\$44,623**

**Compiled by:** Isabelle Doan

**Date** 06/05/2025

# SUMMARY OF CONSTRUCTION COST

SALE ROAD	Millers Woods Thin A to B	Project #	1	LENGTH	const	6.5 sta
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## CLEARING AND GRUBBING

Road and Landing	0.5 ac		<u>Rate</u>			
		@	\$1,470.00	/acre =	\$735	
TOTAL CLEARING AND GRUBBING =					\$735	

## EXCAVATION

Construct road	6.5 sta		<u>Rate</u>			
		@	\$235.00	/sta =	\$1,528	
Construct landing	1 ldg		<u>Rate</u>			
		@	\$480.00	/ldg =	\$480	
Shape subgrade (w/ grader)	6.5 sta		<u>Rate</u>			
		@	\$22.69	/sta =	\$147	
Compact subgrade (w/ roller)	6.5 sta		<u>Rate</u>			
		@	\$16.00	/sta =	\$104	
TOTAL EXCAVATION =					\$2,259	

## SURFACING

Junction rock	10 CY	<u>Size</u>	<u>Rate</u>			
		Jaw-Run	@	\$25.51	/CY =	\$255
TOTAL ROCK COST =					\$255	

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====> \$3,249**

# SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin     Project #     2     LENGTH     improve     317.5 sta  
ROAD     1 to 2

## IMPROVEMENT

				<u>Rate</u>			
Shape surface	80.0 sta	@	\$	22.69 /sta	=	\$1,815	
(w/ grader)							
Compact surface	80.0 sta	@	\$	16.00 /sta	=	\$1,280	
(w/ roller)							
Construct Rolling Waterbars	1 hr	@	\$	114.00 /hr	=	\$114	
(Sta. 235 + 20 to 240 + 00)							
Reestablish ditch	7.0 sta	@	\$	48.00 /sta	=	\$336	
(Sta. 179 + 60 to 185 + 60)							
& (53 + 10)							
Construct Ditchout	0.5 hrs	@	\$	114.00 /hr	=	\$57	
(Sta. 243 + 40)							

TOTAL IMPROVEMENT = \$3,602

## SURFACING

		<u>Size</u>		<u>Rate</u>			
Spot rock	100 CY	1½"-0"	@	\$ 27.87 /CY	=	\$2,787	
Culvert bedding rock	20 CY	1½"-0"	@	\$ 27.87 /CY	=	\$557	

TOTAL ROCK COST = \$3,344

## SPECIAL PROJECTS

				<u>Rate</u>			
Clean out culverts	1 culvert	@	\$	25.00 ea	=	\$25	
(inlets and outlets)							
(Sta 167 + 00)							
Culvert disposal	1 culvert	@	\$	100.00 ea	=	\$100	
Cross drain culvert	30 ft	@	\$	16.50 /ft	=	\$495	
(18" x 30')							
Install culvert (w/ excavator)	2 hrs	@	\$	160.00 /hr	=	\$320	
(Sta. 185 + 60)							
Remove debris (w/ excavator)	1 hr	@	\$	160.00 /hr	=	\$160	
(Sta. 149 + 10)							
Trash disposal fee	1 ea	@	\$	200.00 /ea	=	\$200	
End haul trash	2 hrs	@	\$	100.00 /hr	=	\$200	

TOTAL SPECIAL PROJECTS COST = \$1,500

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====> \$8,446**

# SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin                     Project #       2                     LENGTH improve                     139.3 sta  
ROAD     3 to 4

## IMPROVEMENT

			<u>Rate</u>			
Shape surface	90.0 sta	@	\$22.69	/sta	=	\$2,042
(w/ grader)						
Compact surface	90.0 sta	@	\$16.00	/sta	=	\$1,440
(w/ roller)						
TOTAL IMPROVEMENT =						\$3,482

## SURFACING

		<u>Size</u>		<u>Rate</u>		
Spot rock	90 CY	1½"-0"	@	\$27.87	/CY	= \$2,508
TOTAL ROCK COST =						\$2,508

Compiled by:                     Isabelle Doan  
Date:                                 Jun 5, 2025

**GRAND TOTAL =====>     \$5,990**

### SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin                     Project #     2                     LENGTH improve                     32.8 sta  
ROAD     4 to 5

#### IMPROVEMENT

			<u>Rate</u>			
Shape surface (w/ grader)	15.0 sta	@	\$22.69	/sta	=	\$340
Compact surface (w/ roller)	15.0 sta	@	\$16.00	/sta	=	\$240
TOTAL IMPROVEMENT =						\$580

#### SURFACING

		<u>Size</u>		<u>Rate</u>		
Spot rock	20 CY	1½"-0"	@	\$27.87	/CY	= \$557
TOTAL ROCK COST =						\$557

#### SPECIAL PROJECTS

			<u>Rate</u>			
Reestablish ditch	27.0 sta	@	\$48.00	/sta	=	\$1,296
TOTAL SPECIAL PROJECTS COST =						\$1,296

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====> \$2,433**

# SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin                      Project #     2                      LENGTH improve                      41.2 sta  
ROAD     5 to 6

## CLEARING AND GRUBBING

Remove large stump	1 stmp	@	<u>Rate</u> \$90.00 /stmp	=	\$90
TOTAL CLEARING AND GRUBBING =					\$90

## EXCAVATION

Bank slough removal (w/ excavator)	2.0 hrs	@	<u>Rate</u> \$160.00 /hr	=	\$320
End haul material (30% expansion)	270 CY	@	\$6.20 /CY	=	\$1,674
Compact waste material	270 CY	@	\$0.50 /CY	=	\$135
Widen turnout (Sta. 36+00)	0.5 hrs	@	\$160.00 /hr	=	\$80
Create waste area (w/ dozer)	1 hr	@	\$140.00 /hr	=	\$140
TOTAL EXCAVATION =					\$2,349

## IMPROVEMENT

Sod removal	20.0 sta	@	<u>Rate</u> \$16.95 /sta	=	\$339
Shape surface (w/ grader)	20.0 sta	@	\$22.69 /sta	=	\$454
Compact surface (w/ roller)	20.0 sta	@	\$16.00 /sta	=	\$320
TOTAL IMPROVEMENT =					\$1,113

## SURFACING

Spot rock	40 CY	<u>Size</u> 1½"-0"	@	<u>Rate</u> \$27.87 /CY	=	\$1,115
Turnout rock (Sta. 36+00)	10 CY	3"-0"	@	\$26.52 /CY	=	\$265
Base rock (Sta. 12+10 to 13+00)	40 CY	Jaw-Run	@	\$25.51 /CY	=	\$1,020
Surface rock (2"lift) (Sta. 12+10 to 13+00)	30 CY	3"-0"	@	\$26.52 /CY	=	\$796
TOTAL ROCK COST =					\$3,196	

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====> \$6,748**



## SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin                     Project #     2                     LENGTH     improve                     51.2 sta  
ROAD     9 to 10

### CLEARING AND GRUBBING

			<u>Rate</u>			
Road and Landing	0.12 ac	@	\$1,470.00	/acre =	\$176	
TOTAL CLEARING AND GRUBBING =					\$176	

### IMPROVEMENT

			<u>Rate</u>			
Re-open road	4.4 sta	@	\$41.00	/sta =	\$180	
Re-open landing	2 hrs	@	\$160.00	/hr =	\$320	
Shape surface (w/ grader)	40.0 sta	@	\$22.69	/sta =	\$908	
Compact surface (w/ roller)	40.0 sta	@	\$16.00	/sta =	\$640	
TOTAL IMPROVEMENT =					\$2,048	

### SURFACING

		<u>Size</u>		<u>Rate</u>		
Spot rock	50 CY	1½"-0"	@	\$27.87	/CY =	\$1,394
TOTAL ROCK COST =					\$1,394	

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====>     \$3,618**



# SUMMARY OF CONSTRUCTION COST

SALE      Millers Woods Thin      Project #      2      LENGTH improve      5.0 sta  
ROAD      11 to 12

## EXCAVATION

Reopen road      0.5 hrs      @      Rate  
(with dozer)                \$140.00 /hr      =      \$70  
TOTAL EXCAVATION =      \$70

## IMPROVEMENT

Shape subgrade      5.0 sta      @      Rate  
(w/ grader)                \$22.69 /sta      =      \$113  
Compact subgrade      5.0 sta      @      \$16.00 /sta      =      \$80  
(w/ roller)  
TOTAL IMPROVEMENT =      \$193

## EXCAVATION

Construct landing      1 ldg      @      Rate  
(Sta. 1 + 80)                \$480.00 /ldg      =      \$480  
TOTAL EXCAVATION =      \$480

## SURFACING

Junction rock      10 CY      Size      Rate  
Jaw-Run      @      \$25.51 /CY      =      \$255  
TOTAL ROCK COST =      \$255

Compiled by:      Isabelle Doan  
Date:      Jun 5, 2025  
GRAND TOTAL =====>      \$998

# SUMMARY OF CONSTRUCTION COST

SALE     Millers Woods Thin                      Project #     2                      LENGTH   improve                      5.4 sta  
ROAD     13 to 14

## CLEARING AND GRUBBING

		<u>Rate</u>		
Road and Landing	0.16 ac	@	\$1,470.00 /acre =	\$235
TOTAL CLEARING AND GRUBBING =				\$235

## IMPROVEMENT

			<u>Rate</u>	
Re-open road (w/dozer)	5.4 sta	@	\$41.00 /sta =	\$221
Re-open landing (w/dozer)	1 hr	@	\$140.00 /hr =	\$140
Shape subgrade (w/ grader)	5.4 sta	@	\$22.69 /sta =	\$123
Compact subgrade (w/ roller)	5.4 sta	@	\$16.00 /sta =	\$86
TOTAL IMPROVEMENT =				\$570

## SURFACING

		<u>Size</u>	<u>Rate</u>	
Junction rock	10 CY	Jaw-Run	@	\$25.51 /CY = \$255
TOTAL ROCK COST =				\$255

Compiled by:	Isabelle Doan	<b>GRAND TOTAL =====&gt;</b>	<b>\$1,060</b>
Date:	Jun 5, 2025		

## SUMMARY OF CONSTRUCTION COST

SALE	Millers Woods Thin	Project #	2	LENGTH	improve	4.5 sta
ROAD	15 to 16					

### CLEARING AND GRUBBING

		<u>Rate</u>				
Road and Landing	0.12 ac	@	\$1,470.00	/acre =	\$176	
TOTAL CLEARING AND GRUBBING =						\$176

### EXCAVATION

		<u>Rate</u>				
Construct landing (Sta. 0 + 40)	1 ldg	@	\$480.00	/ldg =	\$480	
TOTAL EXCAVATION =						\$480

### IMPROVEMENT

		<u>Rate</u>				
Re-open road (with dozer)	4.5 sta	@	\$41.00	/sta =	\$185	
Re-open landing w/dozer (Sta. 4 + 50)	1 hr	@	\$140.00	/ldg =	\$140	
Shape surface (w/ grader)	4.5 sta	@	\$22.69	/sta =	\$102	
Compact surface (w/ roller)	4.5 sta	@	\$16.00	/sta =	\$72	
TOTAL IMPROVEMENT =						\$499

### SURFACING

		<u>Size</u>	<u>Rate</u>			
Junction rock	10 CY	Jaw-Run	@	\$25.51	/CY =	\$255
TOTAL ROCK COST =						\$255

Compiled by:  
Date:

Isabelle Doan  
Jun 5, 2025

**GRAND TOTAL =====> \$1,410**

## SUMMARY OF MAINTENANCE COST

SALE                      Millers Woods Thin                      Final log haul Maintenance Cost Estimate  
(Costed in appraisal, not in project costs)

Move-in                      Grader                      \$                      950

Road Segment	Length	Cost/Sta	Cost	Mileage
1 to 2	240.0	\$22.69	\$5,445.60	4.55
3 to 4	139.3	\$22.69	\$3,160.72	2.64
4 to 5	32.8	\$22.69	\$744.23	0.62
5 to 6	41.2	\$22.69	\$934.83	0.78
7 to 8	28.1	\$22.69	\$637.59	0.53
9 to 10	51.2	\$22.69	\$1,161.73	0.97
Total	532.6		\$12,084.70	10.09

### Maintenance Rock:

	Volume	Cost/CY	Cost
1½"-0"	150	\$27.87	\$4,180.50

Grand Total                      \$                      17,215.20

TS Volume                      1,016 MBF

Cost / MBF =                      \$16.94

### NOTES:

# **Rock Haul Cost Computation**

SALE NAME:	Millers Woods Thin	DATE:	Jun 5, 2025
ROAD NAME:	Miller Creek and Stromboulder	CLASS:	Medium
ROCK SOURCE:	Rickard		10 CY truck
Route:	Hwy 20		

## TIME Computation:

### Road speed time factors:

1.	55 MPH		MRT	0.0 minutes
2.	50 MPH	31.2	MRT	37.4 minutes
3.	45 MPH		MRT	0.0 minutes
4.	40 MPH		MRT	0.0 minutes
5.	35 MPH		MRT	0.0 minutes
6.	30 MPH		MRT	0.0 minutes
7.	25 MPH		MRT	0.0 minutes
8.	20 MPH	8.7	MRT	26.1 minutes
9.	15 MPH		MRT	0.0 minutes
10.	10 MPH		MRT	0.0 minutes
11.	05 MPH		MRT	0.0 minutes

Dump or spread time per RT		0.50 minutes
----------------------------	--	--------------

Total hauling cycle time for this setting (100% efficiency)		64.04 minutes
--	--	---------------

Operator efficiency correction	0.85	75.34 minutes
Job efficiency correction	0.90	83.71 minutes

Truck capacity (CY)	10.00	8.37 min/CY
Loading time, delay time per CY		0.25 min/CY
TIME (minutes) per cubic yard		8.62 min/CY

## COST per CY computation

Cost of truck and operator per hour	\$100.00 /hr.
Cost of truck and operator per minute	\$1.67 /min

Cost per CY	\$14.37 /CY
-------------	-------------

Size	Cost/Yd (Pit)	Cost Delivered w/o processing
1½" - 0"	\$ 13.50	\$27.87
3" - 0"	\$ 12.15	\$26.52
Jaw-Run	\$ 11.14	\$25.51
Pit-Run	\$ 9.45	\$23.82

## TIMBER CRUISE REPORT

### **Millers Woods Thin (WO-341-2026-W01171-01) FY 2025**

1. **Sale Area Location:** Portions of Section 24 of T11S R9W, Sections 18 and 19 of T11S R8W W.M., Lincoln County, Oregon
2. **Fund Distribution:**
  - a. **Fund**  
BOF 93%  
CSL 7%
3. **Sale Acreage by Area:**

Unit	Treatment	Gross Acres	Stream Buffers	Non-Thinnable Areas	Existing Roads	New Roads	Net Sale Acres	Acreage Comp. Method
1	Partial Cut	79	15	3	2	1	58	GIS
2	Partial Cut	67	13	-	1	-	53	GIS
3	Partial Cut	62	7	-	1	<1	54	GIS
<b>Total</b>		208	35	3	4	1	165	

4. **Cruisers and Cruise Dates:** This sale was cruised by Isabelle Doan and Jeff Kuust in January 2025.
5. **Cruise Method and Computation:** The sale consists of three Partial Cut units that were cruised using variable radius plot sampling. All units were cruised using a basal area factor of 20, on a 6x6 chain cruise grid. On Unit 1, a total of 6 measure plots and 7 count plots were taken. On Unit 2, a total of 9 measure plots, and 8 count plots were taken. On Unit 3, a total of 6 measure plots and 7 count plots were taken.

Measure plots were measured for DBH, height, form factor, grade, and defect. Data was entered into the Atterbury Super ACE cruise program to determine stand statistics and net board foot volume. Volume was removed to account for hidden defect and breakage and in-unit wildlife trees.

Digital ortho photos, Lidar data, and GPS data were used to map the boundaries for the sale, and ArcGIS Pro was used to determine gross and net acreage.

6. **Measurement Standards:** Tree heights were measured to the nearest foot, to a top diameter of 5 inches inside bark or to 40% of form factor. Diameters at breast height (DBH) were measured to the nearest inch, and a form point of 16 feet was used to calculate form factor. Form factors were measured or estimated on every tree. Most trees were graded in 40 foot log segments unless breakage, defect, or length to top of grade cruise diameter warranted otherwise.
7. **Timber Description:** Timber is primarily 34-35-year-old Douglas-fir for Units 1, 2, and 3. For Units 1 and 2 the average Douglas-fir to be removed is approximately 12 inches DBH, with an average height of 37 feet to a merchantable top. For Unit 3, the average Douglas-fir to be removed is approximately 11 inches DBH, with an average height of 40 feet to a merchantable top. The average volume per acre to be harvested (net) is approximately 6.5 MBF for Units 1 and 2, and 3.4 MBF for Unit 3.

8. **Statistical Analysis and Stand Summary:** (See attached “Statistics”).

Unit	Target CV	Target SE	Actual CV	Actual SE
1 and 2	40%	15%	24.0 %	4.5%
3	40%	15%	30.4%	8.8%

9. **Total Volume (MBF) by Species and Grade:** (See attached volume report “Species, Sort Grade – Board Foot Volumes - Project”).

Unit	Species	Gross Cruise Volume (MBF)	Cruised D & B	Cruised D & B (MBF)	R/W Removal Volume (MBF)	Hidden D & B	Hidden D & B (MBF)	Net Sale Volume
1 & 2	Douglas-fir	678	1.7%	12	11	1%	7	670
3	Douglas-fir	353	1.6%	6	2	1%	3	346
<b>Total</b>		<b>1,031</b>	<b>1.7%</b>	<b>18</b>	<b>13</b>	<b>1%</b>	<b>10</b>	<b>1016</b>

Unit	Species	Avg. DBH	Tot. Net Vol.	2-Saw	3-Saw	4-Saw
1 & 2	Douglas-fir	12	Grade %	0%	59%	41%
			670	-	395	275
3	Douglas-fir	11	Grade %	0%	44%	56%
			346	-	152	194
<b>Total</b>	<b>Total</b>	<b>12</b>	<b>1016</b>	<b>-</b>	<b>547</b>	<b>469</b>

Attachments: -Cruise Design  
 -Cruise Maps  
 -Statistics  
 -Species, Sort, Grade – Board Foot Volume  
 -Stand Table Summary  
 -Log Stock Table – MBF

Prepared by: Isabelle Doan

Date: 6/4/2025

Unit Forester:   
 Cody Valencia

Date: 6/4/25

## CRUISE DESIGN WEST OREGON DISTRICT

**Sale Name:** Millers Woods Thin **Area** 1, 2 and 3

**Harvest Type:** PC

**Approx. Cruise Acres:** 166 **Estimated CV%** 40 Net BF /Acre **SE% Objective** 15 Net BF /Acre

**Planned Sale Volume:** 1,188 MBF **Estimated Sale Area Value/Acre:** \$ 2100

- A. Cruise Goals:** (a) Grade minimum 100 conifer and 0 hardwood trees:  
 (b) Sample      cruise plots (22 grade: 22 count); (c) Other goals X Determine log grades for sale value; X Determine take and leave tree species and sizes.

(Special cruising directions – leave trees etc.) Take plots as shown on map. Do not take plots in buffers.

DO NOT RECORD 12', 22' and 32' (for Hardwoods).

DO NOT RECORD 22' LENGTHS.

**B. Cruise Design:**

- 1. Plot Cruises:** BAF 20 Full point  
 Cruise Line Direction(s) 90/270  
 Cruise Line Spacing 6/400 (chains) (feet)  
 Cruise Plot Spacing 6/400 (chains) (feet)  
 Grade/Count Ratio 1:1

**C. Tree Measurements:**

- 1. Diameter:** Minimum DBH to cruise is 8" for conifers and 10" for hardwoods.  
 Record dbh to nearest 1/2" for trees < 16", to nearest 1" for trees 16-24", and to nearest 2" for trees > 24". If tree diameters are estimated (only estimate on variable plot cruises), then record to closest estimate.
- 2. Bole Length:** Record bole length to nearest foot at TCD. For trees greater than 100 feet in merchantable height, estimating to the nearest 5 feet is acceptable.
- 3. Top Cruise Diameter (TCD):** Minimum top outside bark for conifer is 6", 8" for hardwoods or 40 % of dob at 16' form point. Generally, use 7" outside bark for trees < 18" dbh and 40% of dob @ FP for trees > 18" dbh.
- 4. Form Factors:** Measure or estimate a 16' form factor for every conifer tree measured/graded. Hardwood form factors are a Standard 87.
- 5. Tree Segments:** Record log segments in "standard" log lengths in general use, such as 32' and 40' lengths, whenever possible. Do not record odd segments just to maximize grade. Cull segments can be any length. For conifers, minimum merchantable segment length is 12'; for hardwoods, it's 8'. Maximum segment length is 40'. One foot of trim is assumed for each



merch. log segment. Do not use “double dash” (--) feature on the data recorder except for the top segment of the tree.

- 6. Species, Sort, and Grade Codes:** A. Species: Record as DF (Douglas-fir); WH (Western hemlock); SS (Sitka Spruce); RC (Western red cedar); NF (Noble fir); SF (Silver fir); RA (Red alder); BM (Bigleaf maple). For “leave trees” in partial cuts, or for marked “wildlife trees,” add an “L” to the species code (such as DFL, HL, CL, etc.)  
B. Sort: Use code “1” (Domestic).  
C. Grade: A = 1 Peeler; B = 2 Peeler; C = 3 Peeler; D = Special Mill; 2 = 2 Sawmill; 3 = 3 Sawmill; 4 = 4 Sawmill; K = Camp Run; 0 = Cull ;  
Hardwoods: K = Camprun; #1 Sawmill = 12”+ scaling diameter; #2 Sawmill = 10” and 11”; #3 Sawmill = 8” and 9”; #4 Sawmill = 6” and 7”
- 7. Deductions:** Estimate visible defect or damage as a “length deduction” (most often), or as a “diameter deduction,” as applicable. Estimate hidden defect and breakage (usually some breakage is encountered in trees > 100 feet in height) on a “per tree” basis. Steep and broken topography generally results in higher breakage percentages than gentler topography, and hemlock generally breaks more than D-fir and spruce.
- 8. Standard Field Procedures:** Plot Type Cruises: Mark cruise line beginning points with red flagging. Write plot identification numbers and line direction on the ribbon. At each plot, tie red flagging above eye level near plot center and another red flagging around a sturdy wooden stake marking plot center. On red flagging, write the plot identification number. On “measure/grade” plots write the tree number and/or tree diameter on all measured trees (clockwise from the line direction) in yellow paint. Mark leave trees with an L for leave.  
ITS and 100% Cruises: Mark cruise “strips” with various colored flagging (not pink). Mark trees measured and graded with yellow paint.
- 9. Cruising Equipment:** Relaskop, Rangefinder, Logger’s Tape (with dbh on back), Compass, Cruise Cards or Data Recorder, Cruise Design, Cruise Map, Red Flagging, Yellow Paint.
- 10. Attachments:** A. Cruise Map (showing cruise unit boundaries, roads, streams, approx. acres/unit, cruise lines and plot locations, legal description and section lines, BAF or plot size, measure/count plot ratio, north arrow, and scale.

Cruise Design by: Isabelle Doan

## CRUISE DESIGN WEST OREGON DISTRICT

**Sale Name:** Millers Woods Thin **Area** 1, 2 and 3

**Harvest Type:** PC

**Approx. Cruise Acres:** 166 **Estimated CV%** 40 Net BF /Acre **SE% Objective** 15 Net BF /Acre

**Planned Sale Volume:** 1,188 MBF **Estimated Sale Area Value/Acre:** \$ 2100

- A. Cruise Goals:** (a) Grade minimum 100 conifer and 0 hardwood trees:  
 (b) Sample      cruise plots (22 grade: 22 count); (c) Other goals X Determine log grades for sale value; X Determine take and leave tree species and sizes.

(Special cruising directions – leave trees etc.) Take plots as shown on map. Do not take plots in buffers.

DO NOT RECORD 12', 22' and 32' (for Hardwoods).

DO NOT RECORD 22' LENGTHS.

**B. Cruise Design:**

- 1. Plot Cruises:** BAF 20 Full point  
 Cruise Line Direction(s) 90/270  
 Cruise Line Spacing 6/400 (chains) (feet)  
 Cruise Plot Spacing 6/400 (chains) (feet)  
 Grade/Count Ratio 1:1

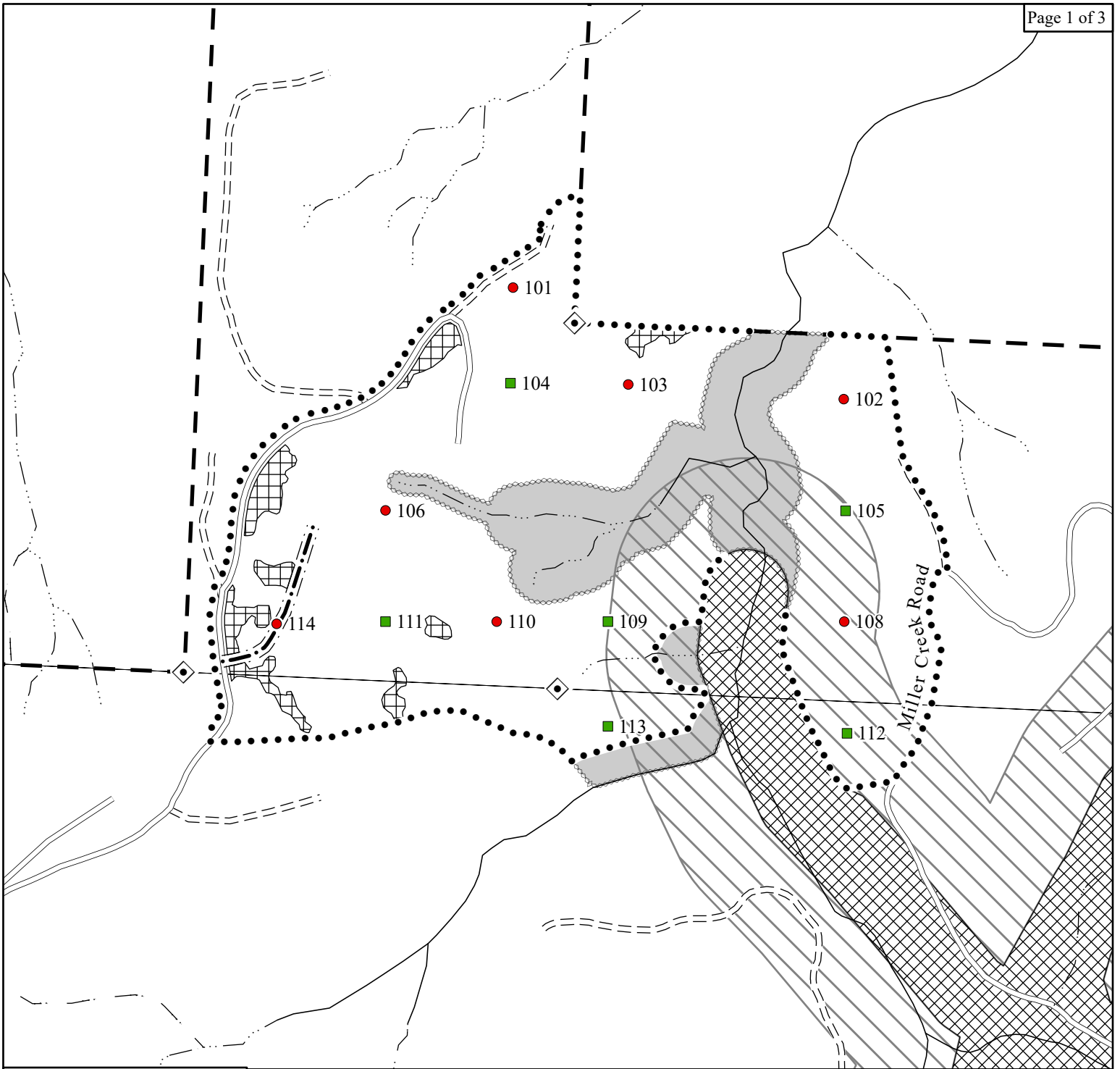
**C. Tree Measurements:**

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- 3. Top Cruise Diameter (TCD):** Minimum top outside bark for conifer is 6", 8" for hardwoods or 40 % of dob at 16' form point. Generally, use 7" outside bark for trees < 18" dbh and 40% of dob @ FP for trees > 18" dbh.
- 4. Form Factors:** Measure or estimate a 16' form factor for every conifer tree measured/graded. Hardwood form factors are a Standard 87.
- 5. Tree Segments:** Record log segments in "standard" log lengths in general use, such as 32' and 40' lengths, whenever possible. Do not record odd segments just to maximize grade. Cull segments can be any length. For conifers, minimum merchantable segment length is 12'; for hardwoods, it's 8'. Maximum segment length is 40'. One foot of trim is assumed for each

merch. log segment. Do not use “double dash” (--) feature on the data recorder except for the top segment of the tree.

6. **Species, Sort, and Grade Codes:** A. Species: Record as DF (Douglas-fir); WH (Western hemlock); SS (Sitka Spruce); RC (Western red cedar); NF (Noble fir); SF (Silver fir); RA (Red alder); BM (Bigleaf maple). For “leave trees” in partial cuts, or for marked “wildlife trees,” add an “L” to the species code (such as DFL, HL, CL, etc.)  
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Hardwoods: K = Camprun; #1 Sawmill = 12”+ scaling diameter; #2 Sawmill = 10” and 11”; #3 Sawmill = 8” and 9”; #4 Sawmill = 6” and 7”
7. **Deductions:** Estimate visible defect or damage as a “length deduction” (most often), or as a “diameter deduction,” as applicable. Estimate hidden defect and breakage (usually some breakage is encountered in trees > 100 feet in height) on a “per tree” basis. Steep and broken topography generally results in higher breakage percentages than gentler topography, and hemlock generally breaks more than D-fir and spruce.
8. **Standard Field Procedures:** Plot Type Cruises: Mark cruise line beginning points with red flagging. Write plot identification numbers and line direction on the ribbon. At each plot, tie red flagging above eye level near plot center and another red flagging around a sturdy wooden stake marking plot center. On red flagging, write the plot identification number. On “measure/grade” plots write the tree number and/or tree diameter on all measured trees (clockwise from the line direction) in yellow paint. Mark leave trees with an L for leave.  
ITS and 100% Cruises: Mark cruise “strips” with various colored flagging (not pink). Mark trees measured and graded with yellow paint.
9. **Cruising Equipment:** Relaskop, Rangefinder, Logger’s Tape (with dbh on back), Compass, Cruise Cards or Data Recorder, Cruise Design, Cruise Map, Red Flagging, Yellow Paint.
10. **Attachments:** A. Cruise Map (showing cruise unit boundaries, roads, streams, approx. acres/unit, cruise lines and plot locations, legal description and section lines, BAF or plot size, measure/count plot ratio, north arrow, and scale.

Cruise Design by: Isabelle Doan



## Legend

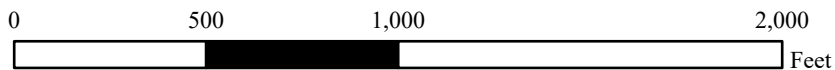
- Ownership
- Surfaced Road
- Unsurfaced Road
- New Construction
- Count
- Measure
- Stream Buffer
- Type F Stream
- Type N Stream
- Non-Habitat Buffer
- Occupied Habitat
- Thinning Not Required

## CRUISE MAP

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W;  
 SECTION 24, T11S, R09W  
 LINCOLN COUNTY, OREGON

UNIT 1  
 BAF: 20  
 Line Spacing: 6x6 Chains  
 Line Bearing: 90/270

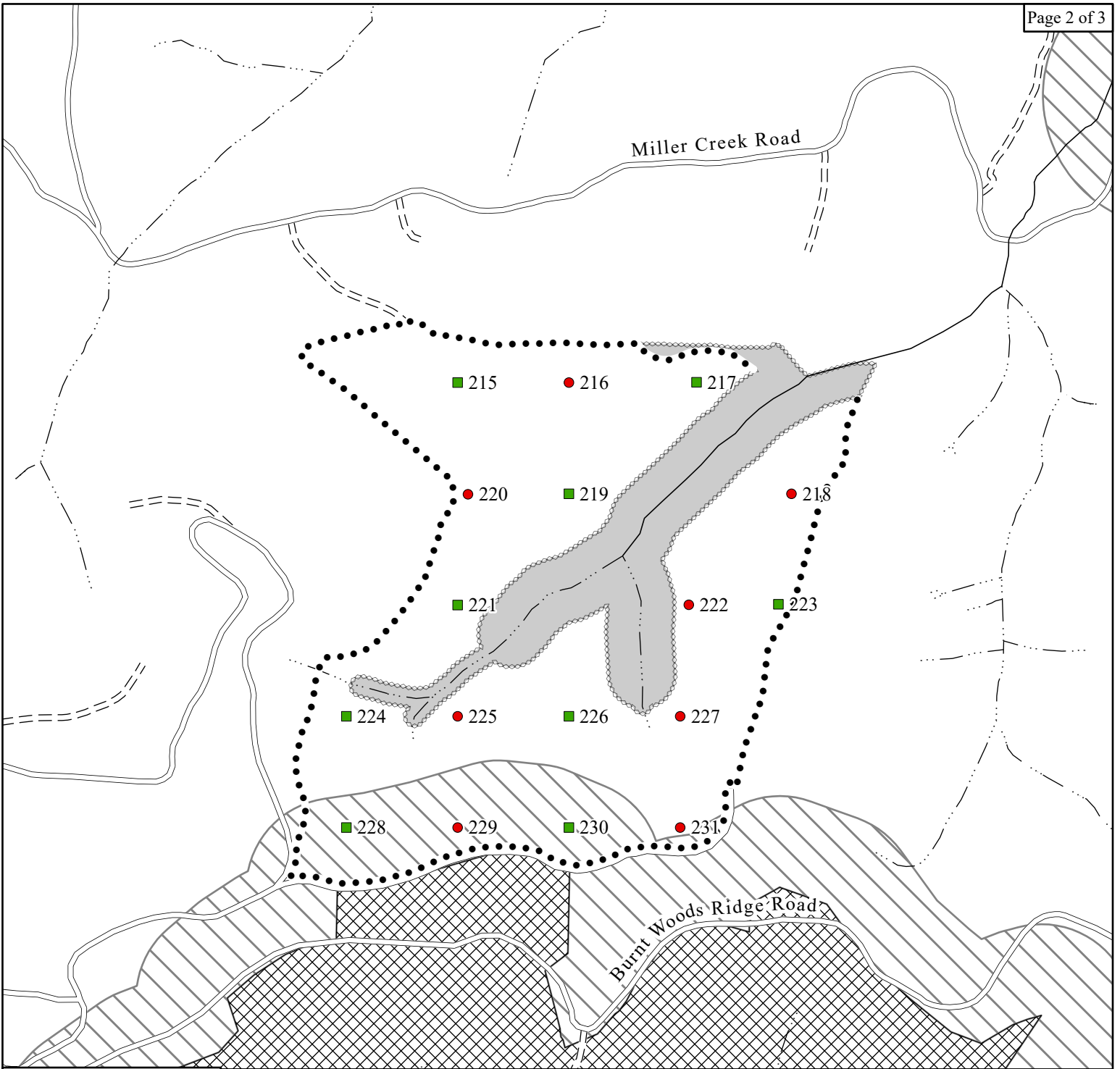
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	GROSS UNIT	NET ACRES	ACRES
1 (PC)	79	58	
2 (PC)	67	53	
3 (PC)	62	54	
TOTAL	208	165	



05/19/2025



## Legend

- Surfaced Road
- Unsurfaced Road
- U2Plots\_label\_Clip
- PlotType
- Count
- Measure
- Stream Buffer
- Type F Stream
- Type N Stream
- Non-Habitat Buffer
- Occupied Habitat

## CRUISE MAP

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W;  
 SECTION 24, T11S, R09W  
 LINCOLN COUNTY, OREGON

UNIT 2  
 BAF: 20  
 Line Spacing: 6x6 Chains  
 Line Bearing: 90/270

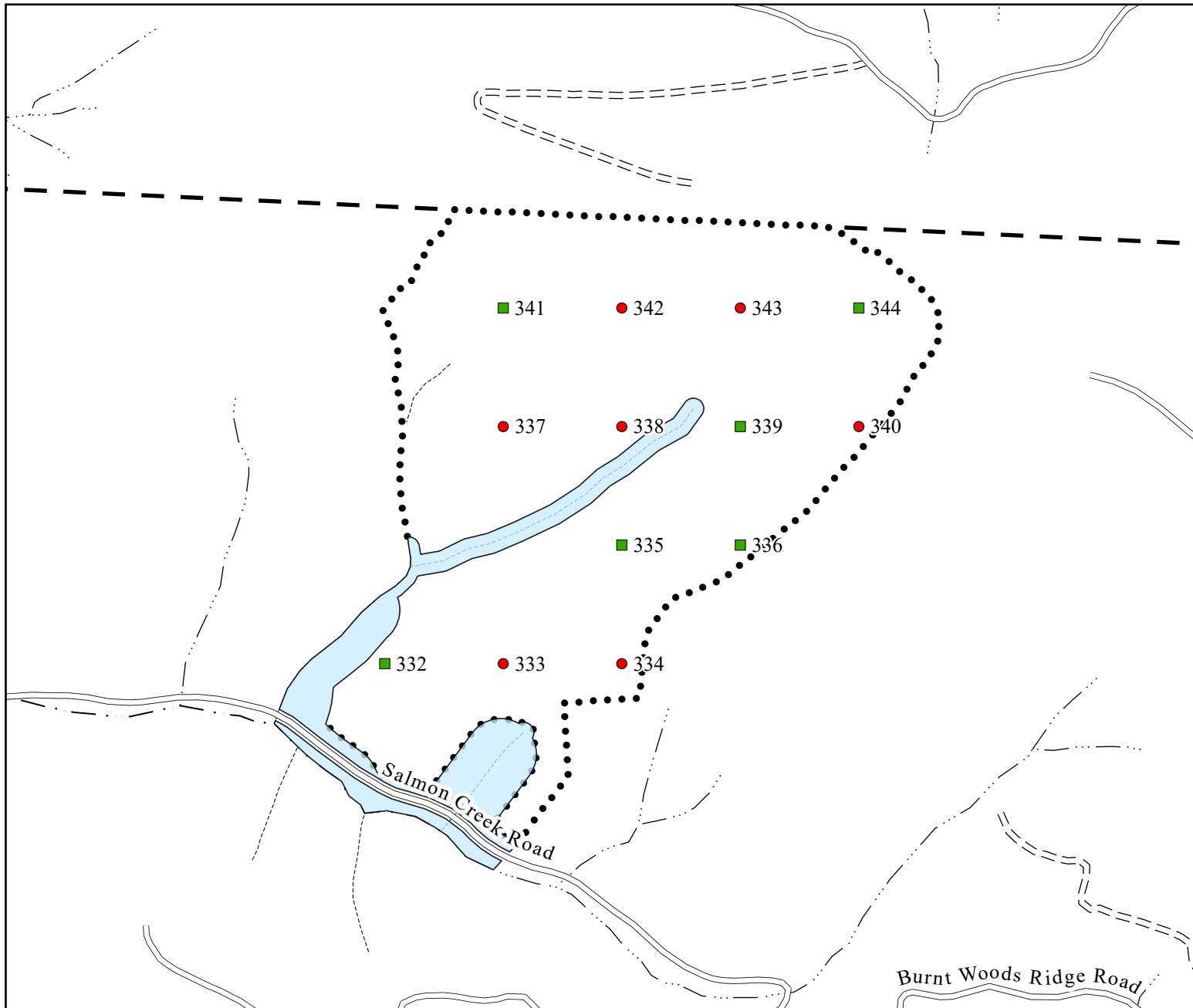
1:6,000



	GROSS UNIT	NET ACRES	ACRES
1 (PC)	79	58	
2 (PC)	67	53	
3 (PC)	62	54	
<b>TOTAL</b>	<b>208</b>	<b>165</b>	



05/19/2025



## Legend

- ..... Timber Sale Boundary
- - - Ownership
- Count
- Measure
- Surfaced Road
- = = = Unsurfaced Road
- Stream Buffers
- Type F Stream
- Type N Stream
- Unknown Stream

## MILLERS WOODS THIN CRUISE MAP

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
MILLERS WOODS THIN  
PORTIONS OF SECTION 24; T11S, R9W  
LINCOLN COUNTY, OREGON

Unit 3  
BAF: 20  
Line Spacing: 6x6 Chains  
Line Bearing: 90/270

Scale  
1:6,000

	GROSS UNIT ACRES	NET ACRES
1 (PC)	78	59
2 (PC)	67	53
3 (PC)	62	54
<b>TOTAL</b>	<b>205</b>	<b>164</b>



TC PSTATS			<u>PROJECT STATISTICS</u>							PAGE	1	
			PROJECT		MWT					DATE	6/11/2025	
TWP	RGE	SC	TRACT	TYPE		ACRES		PLOTS	TREES	CuFt	BdFt	
11S	09	24	U1&2	01PC		111.00		30	278	1	W	
			PLOTS		TREES	ESTIMATED TOTAL		PERCENT SAMPLE				
					PER PLOT	TREES		TREES				
TOTAL			30	278	9.3							
CRUISE			15	133	8.9		23,639	.6				
DBH COUNT												
REFOREST												
COUNT			15	145	9.7							
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
DF-L			92	133.8	13.1	54	34.6	125.3	12,958	12,700	3,912	3,912
DF-T			41	79.2	11.8	50	17.5	60.0	6,103	5,999	1,794	1,794
TOTAL			133	213.0	12.6	53	52.1	185.3	19,061	18,699	5,706	5,706
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	
DF-L			54.3	5.7	107	113	120					
DF-T			45.8	7.1	82	88	95					
TOTAL			53.9	4.7	101	106	110	116		29	13	
CL	68.1	COEFF		SAMPLE TREES - CF					# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH			5	10	15	
DF-L			48.8	5.1	33	34	36					
DF-T			45.6	7.1	25	27	28					
TOTAL			49.6	4.3	31	32	33	98		25	11	
CL	68.1	COEFF		TREES/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH			5	10	15	
DF-L			16.6	3.1	130	134	138					
DF-T			56.1	10.4	71	79	87					
TOTAL			25.3	4.7	203	213	223	26		7	3	
CL	68.1	COEFF		BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH			5	10	15	
DF-L			13.2	2.5	122	125	128					
DF-T			58.7	10.9	53	60	67					
TOTAL			21.9	4.1	178	185	193	20		5	2	
CL	68.1	COEFF		NET BF/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH			5	10	15	
DF-L			15.8	2.9	12,327	12,700	13,073					
DF-T			61.7	11.5	5,311	5,999	6,686					
TOTAL			24.0	4.5	17,866	18,699	19,531	24		6	3	
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	
DF-L			14.6	2.7	3,806	3,912	4,018					
DF-T			60.5	11.2	1,592	1,794	1,995					
TOTAL			22.7	4.2	5,465	5,706	5,947	21		5	2	

T	Species, Sort Grade - Board Foot Volumes (Type)															Page 1					
	Project: MWT															Date 6/11/2025					
																Time 9:01:48AM					
T11S R09W S24 T01PC															T11S R09W S24 T01PC						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
11S	09W	24	U1&2	01PC	111.00	30	133	1	W												
				%				Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
S So Gr T rt ad Spp				Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Log Scale Dia. 4-5 6-11 12-16 17+				Log Length 12-20 21-30 31-35 36-99				Ln Dia Bd CF/ Ft In Ft Lf				
DF	L	DO	2M	3	1.6	468	460	51	100				100				39	12	206		1.35
DF	L	DO	3M	68	2.5	8,778	8,560	950	97	3	2 5 93				38	8	95	0.73	89.6		
DF	L	DO	4M	29	.9	3,712	3,680	409	80	20	27 13 9 51				26	5	28	0.37	130.3		
DF	L	Totals		68	2.0	12,958	12,700	1,410	23	71	6	8 5 6 81				31	7	57	0.57	222.2	
DF	T	DO	3M	59	2.8	3,678	3,573	397	100			13 87				38	8	84	0.67	42.6	
DF	T	DO	4M	41	2,426		2,426	269	63	37	15 20 9 55				27	5	32	0.34	76.8		
DF	T	Totals		32	1.7	6,103	5,999	666	25	75	6 8 12 74				31	6	50	0.48	119.4		
Type Totals					1.9	19,061	18,699	2,076	24	72	4	7 6 8 79				31	6	55	0.54	341.6	



TC		TSTNDSUM															Stand Table Summary														
Project										MWT																					
T11S R09W S24 T01PC															T11S R09W S24 T01PC																
Twp		Rge		Sec		Tract		Type			Acres		Plots		Sample Trees		Page: 1														
11S		09W		24		U1&2		01PC			111.00		30		133		Date: 06/11/2021														
																	Time: 9:01:49AM														
Spc	S T	Sample		FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	T o t a l s																	
		DBH	Trees						Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF															
DF	L	9	3	87	64	9.251	4.09	9.25	9.7	36.7		89	339		99	38															
DF	L	10	2	86	70	4.996	2.72	5.00	14.0	40.0		70	200		78	22															
DF	L	11	13	86	64	26.836	17.71	30.96	14.0	40.0		433	1,239		481	137															
DF	L	12	14	87	75	24.284	19.07	41.63	13.1	42.1		546	1,752		606	194															
DF	L	13	11	87	77	16.258	14.99	29.56	15.1	47.5		446	1,404		495	156															
DF	L	14	15	87	79	19.116	20.43	38.23	17.2	54.3		656	2,077		728	231															
DF	L	15	14	87	86	15.542	19.07	31.08	21.1	71.4		657	2,220		729	246															
DF	L	16	7	88	84	6.830	9.54	13.66	23.6	80.0		322	1,093		357	121															
DF	L	17	8	88	94	6.914	10.90	13.83	29.3	100.6		404	1,391		449	154															
DF	L	18	4	89	103	3.084	5.45	6.94	32.7	110.0		227	763		252	85															
DF	L	19	1	90	111	.692	1.36	2.08	29.0	106.7		60	221		67	25															
DF		Totals		92	87	76	133.800	125.33	222.22	17.6	57.2		3,912	12,700		4,343	1,410														
DF	T	8	1	85	74	4.192	1.46	4.19	8.0	30.0		34	126		37	14															
DF	T	9	4	86	76	13.250	5.85	13.25	10.8	37.5		142	497		158	55															
DF	T	10	3	86	73	8.049	4.39	8.05	14.3	46.7		115	376		128	42															
DF	T	11	6	86	70	13.305	8.78	17.74	13.1	46.3		233	820		258	91															
DF	T	12	7	87	74	13.043	10.24	24.22	12.2	40.0		294	969		327	108															
DF	T	13	5	88	78	7.938	7.32	15.88	14.4	46.0		229	730		254	81															
DF	T	14	10	88	81	13.689	14.63	24.64	19.2	63.9		474	1,574		526	175															
DF	T	15	4	88	94	4.770	5.85	9.54	22.7	77.5		217	739		241	82															
DF	T	17	1	85	99	.928	1.46	1.86	30.0	90.0		56	167		62	19															
DF		Totals		41	87	77	79.165	60.00	119.37	15.0	50.3		1,794	5,999		1,991	666														
Totals				133	87	76	212.966	185.33	341.58	16.7	54.7		5706	18,699		6,334	2,076														

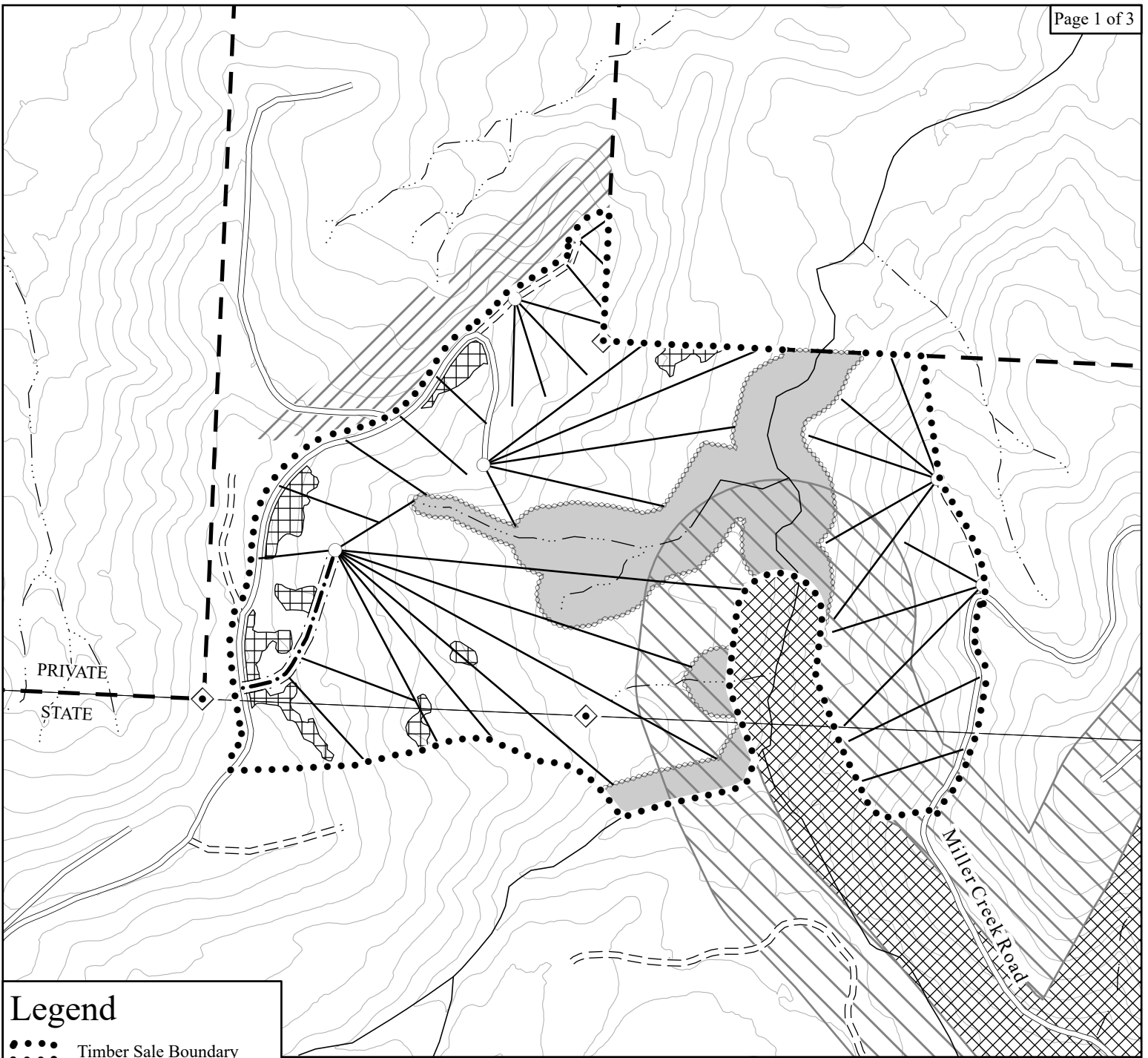
TC		TLOGSTVB		Log Stock Table - MBF																	
				Project: MWT																	
T11S R09W S24 T01PC										T11S R09W S24 T01PC											
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees		Page	1										
11S	09W	24	U1&2		01PC	111.00	30	133		Date	6/11/2025										
												Time	9:01:47AM								
Spp	T	S	So	Gr	Log	Gross MBF	% Def	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
										2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF	L	DO	2M	38		18		18	.9					18							
DF	L	DO	2M	40		34	2.5	33	1.6					33							
DF	L	DO	3M	30		23		23	1.1			23									
DF	L	DO	3M	32		40	8.7	36	1.8				36								
DF	L	DO	3M	34		12		12	.6			12									
DF	L	DO	3M	36		53	3.1	51	2.5			12	25	15							
DF	L	DO	3M	38		124		124	6.0			25	52	47							
DF	L	DO	3M	40		723	2.6	704	33.9			128	363	181	33						
DF	L	DO	4M	12		16		16	.8		13	3									
DF	L	DO	4M	14		15		15	.7		13	3									
DF	L	DO	4M	16		22		22	1.1		18	4									
DF	L	DO	4M	18		37		37	1.8		32	5									
DF	L	DO	4M	20		18		18	.9		14	4									
DF	L	DO	4M	24		22	15.9	19	.9		19										
DF	L	DO	4M	26		17		17	.8		17										
DF	L	DO	4M	28		15		15	.7		15										
DF	L	DO	4M	30		4		4	.2		4										
DF	L	DO	4M	32		23		23	1.1		23										
DF	L	DO	4M	34		14		14	.7		14										
DF	L	DO	4M	36		29		29	1.4		8	10	11								
DF	L	DO	4M	38		35		35	1.7		21	14									
DF	L	DO	4M	40		145		145	7.0		118	14	13								
DF	T	DO	3M	32		27	7.7	25	1.2			12	12								
DF	T	DO	3M	34		27		27	1.3			27									
DF	T	DO	3M	36		54		54	2.6			12	41								
DF	T	DO	3M	40		300	3.2	291	14.0			78	179	33							
DF	T	DO	4M	12		8		8	.4		8										
DF	T	DO	4M	14		12		12	.6		12										
DF	T	DO	4M	16		11		11	.5		11										
DF	T	DO	4M	18		10		10	.5		10										
DF	T	DO	4M	24		9		9	.4		9										
DF	T	DO	4M	26		10		10	.5		10										
DF	T	DO	4M	28		13		13	.6		13										
DF	T	DO	4M	30		23		23	1.1			23									
DF	T	DO	4M	32		25		25	1.2		25										
DF	T	DO	4M	36		34		34	1.6		34										
DF	T	DO	4M	40		115		115	5.6		39	77									
DF		Totals				2,116	1.9	2,076	100.0		497	486	733	275	84						
Total All Species						2,116	1.9	2,076	100.0		497	486	733	275	84						

TC PSTATS				PROJECT STATISTICS				PAGE	1			
				PROJECT	MWT			DATE	6/11/2025			
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt		
11S	09	24	UNIT3	PC		54.00	13	131	1	W		
				TREES		ESTIMATED	PERCENT					
				PER PLOT		TOTAL	SAMPLE					
				PLOTS	TREES	TREES	TREES					
TOTAL			13	131	10.1							
CRUISE			6	59	9.8	14,189	.4					
DBH COUNT												
REFOREST												
COUNT			7	72	10.3							
BLANKS												
100 %												
STAND SUMMARY												
SAMPLE			TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES			/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
DF-L			38	130.3	13.0	52	33.3	120.0	11,409	11,262	3,551	3,551
DF-T			21	132.4	10.6	40	25.0	81.5	6,528	6,425	2,093	2,093
TOTAL			59	262.8	11.9	46	58.5	201.5	17,937	17,687	5,644	5,644
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		
DF-L		40.9	6.6	89	96	102						
DF-T		48.0	10.7	50	56	62						
TOTAL		49.1	6.4	76	82	87	96	24	11			
CL	68.1	COEFF		SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DF-L		39.0	6.3	29	30	32						
DF-T		49.0	11.0	17	19	21						
TOTAL		46.9	6.1	25	26	28	88	22	10			
CL	68.1	COEFF		TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DF-L		22.6	6.5	122	130	139						
DF-T		62.6	18.0	109	132	156						
TOTAL		39.6	11.4	233	263	293	68	17	8			
CL	68.1	COEFF		BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DF-L		16.7	4.8	114	120	126						
DF-T		59.6	17.2	68	82	96						
TOTAL		30.4	8.8	184	202	219	40	10	4			
CL	68.1	COEFF		NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DF-L		17.0	4.9	10,710	11,262	11,814						
DF-T		61.0	17.6	5,295	6,425	7,554						
TOTAL		30.4	8.8	16,138	17,687	19,236	40	10	4			
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		
DF-L		16.6	4.8	3,381	3,551	3,721						
DF-T		60.4	17.4	1,729	2,093	2,457						
TOTAL		29.8	8.6	5,159	5,644	6,129	38	10	4			

T	Species, Sort Grade - Board Foot Volumes (Type)										Page		1										
	Project: MWT										Date		6/11/2025										
											Time		9:09:13AM										
T11S R09W S24 TPC										T11S R09W S24 TPC													
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt														
11S	09W	24	UNIT3	PC	54.00	13	59	1	W														
S So Gr Spp T rt ad				% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
				Def%	Gross	Net	Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf					
DF	L	DO	3M	71	1.8	8,199	8,051	435	100				11 6 83				37	8	83	0.70	97.5		
DF	L	DO	4M	29		3,211	3,211	173	78	22					47	19	10	24	22	5	25	0.35	129.1
DF L Totals				64	1.3	11,409	11,262	608	22	78					13	14	7	66	29	6	50	0.54	226.6
DF	T	DO	3M	44	1.1	2,887	2,856	154	8	92					17 23 60				36	7	62	0.58	46.0
DF	T	DO	4M	56	2.0	3,640	3,569	193	100					11	42	6	42	28	5	29	0.32	122.3	
DF T Totals				36	1.6	6,528	6,425	347	59	41					6	31	13	50	30	6	38	0.41	168.4
Type Totals					1.4	17,937	17,687	955	36	64					11	20	9	60	30	6	45	0.48	395.0

TC		TSTNDSUM													Stand Table Summary																				
															Project			MWT																	
T11S R09W S24 TPC															T11S R09W S24 TPC																				
Twp		Rge		Sec		Tract		Type			Acres		Plots		Sample Trees		Page:		1																
11S		09W		24		UNIT3		PC			54.00		13		59		Date:		06/11/2021																
																	Time:		9:09:14AM																
S T		Sample DBH		FF Trees		Av Ht 16'		Trees/ Acre		BA/ Acre		Logs Acre		Average Log Net Cu.Ft.		Net Cu.Ft.		Net Bd.Ft.		T o t a l s															
																				Tons			Cunits		MBF										
Spc																																			
DF	L	10	4	86	68	23.160	12.63	34.74	9.5	31.7			330	1,100			178	59																	
DF	L	11	3	89	87	14.355	9.47	28.71	11.2	43.3			321	1,244			173	67																	
DF	L	12	5	85	61	20.104	15.79	24.12	15.7	46.7			378	1,126			204	61																	
DF	L	13	6	86	71	20.556	18.95	37.69	14.3	43.6			538	1,644			290	89																	
DF	L	14	8	88	75	23.632	25.26	44.31	17.6	53.3			780	2,363			421	128																	
DF	L	15	7	87	76	18.013	22.11	36.03	18.9	57.9			679	2,084			367	113																	
DF	L	16	4	85	86	9.047	12.63	18.09	24.0	78.8			434	1,425			234	77																	
DF	L	20	1	86	69	1.447	3.16	2.89	31.5	95.0			91	275			49	15																	
DF		Totals		38	87	73	130.314	120.00	226.58	15.7	49.7			3,551	11,262			1,918	608																
DF	T	8	3	86	57	33.370	11.65	33.37	7.3	30.0			245	1,001			132	54																	
DF	T	9	1	87	52	8.789	3.88	8.79	8.0	30.0			70	264			38	14																	
DF	T	10	4	84	65	28.476	15.53	28.48	13.2	37.5			377	1,068			204	58																	
DF	T	11	3	83	67	17.650	11.65	23.53	13.0	37.5			306	883			165	48																	
DF	T	12	5	84	64	24.719	19.41	39.55	12.4	36.2			489	1,434			264	77																	
DF	T	13	3	84	82	12.637	11.65	21.06	17.4	54.0			366	1,137			198	61																	
DF	T	14	1	84	75	3.632	3.88	7.26	15.0	40.0			109	291			59	16																	
DF	T	15	1	81	88	3.164	3.88	6.33	20.5	55.0			130	348			70	19																	
DF		Totals		21	84	65	132.437	81.54	168.37	12.4	38.2			2,093	6,425			1,130	347																
Totals				59	86	69	262.751	201.54	394.96	14.3	44.8			5644	17,687			3,048	955																

TC TLOGSTVB					Log Stock Table - MBF															
					Project: MWT															
T11S R09W S24 TPC										T11S R09W S24 TPC										
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees		Page	1									
11S	09W	24	UNIT3		PC	54.00	13	59		Date	6/11/2025									
										Time 9:09:12AM										
Spp	S	So	Gr	Log	Gross	%	Net	%	Net Volume by Scaling Diameter in Inches											
									2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF	L	DO	3M	28	16	20.0	13	1.3		13										
DF	L	DO	3M	30	37		37	3.9		13	24									
DF	L	DO	3M	32	13		13	1.4			13									
DF	L	DO	3M	34	13		13	1.4			13									
DF	L	DO	3M	36	36		36	3.8		11	25									
DF	L	DO	3M	40	328	1.5	323	33.8		60	197	66								
DF	L	DO	4M	12	5		5	.6	3		2									
DF	L	DO	4M	14	11		11	1.1	9	2										
DF	L	DO	4M	16	17		17	1.8	17											
DF	L	DO	4M	18	22		22	2.3	22											
DF	L	DO	4M	20	26		26	2.7	26											
DF	L	DO	4M	24	8		8	.8	8											
DF	L	DO	4M	26	4		4	.4	4											
DF	L	DO	4M	30	21		21	2.2		21										
DF	L	DO	4M	34	17		17	1.8	17											
DF	L	DO	4M	40	42		42	4.4	29	13										
DF	T	DO	3M	30	27		27	2.8		27										
DF	T	DO	3M	34	35		35	3.7		35										
DF	T	DO	3M	36	13		13	1.3	13											
DF	T	DO	3M	40	81	2.1	80	8.3		46	34									
DF	T	DO	4M	12	5		5	.5	5											
DF	T	DO	4M	14	5		5	.5	5											
DF	T	DO	4M	16	5		5	.6	5											
DF	T	DO	4M	18	5		5	.6	5											
DF	T	DO	4M	24	5		5	.5	5											
DF	T	DO	4M	26	25		25	2.6	25											
DF	T	DO	4M	28	32		32	3.4	32											
DF	T	DO	4M	30	18		18	1.9	18											
DF	T	DO	4M	34	15	25.0	12	1.2	12											
DF	T	DO	4M	38	26		26	2.7	26											
DF	T	DO	4M	40	54		54	5.7	54											
DF	Totals				969	1.4	955	100.0	341	240	309	66								
Total All Species					969	1.4	955	100.0	341	240	309	66								



## Legend

- ..... Timber Sale Boundary
- - - Ownership
- Surfaced Road
- - - Unsurfaced Road
- New Construction
- ▨ Stream Buffer
- ▩ Thinning Not Required
- Marbled Murrelet Management Area
- ▩ Occupied Habitat
- ▨ Non-Habitat Buffer
- Type F Stream
- ..... Type N Stream
- Cable Corridor
- Landing
- ◆ Land Survey Monument

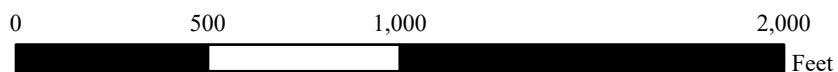
## LOGGING PLAN

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W, W.M.,  
 SECTION 24, T11S, R09W, W.M.  
 LINCOLN COUNTY, OREGON

UNIT	TRACTOR ACRES	CABLE ACRES
1 (PC)	1	57
2 (PC)	13	40
3 (PC)	0	54
<b>TOTAL</b>	<b>14</b>	<b>151</b>

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.

1:6,000





## Legend

- Timber Sale Boundary
- Ownership
- Surfaced Road
- - - Unsurfaced Road
- ▨ Stream Buffer
- ▩ Marbled Murrelet Management Area
- ▧ Occupied Habitat
- ▨ Non-Habitat Buffer
- Type F Stream
- Type N Stream
- Cable Corridor
- Landing
- ◆ Land Survey Monument

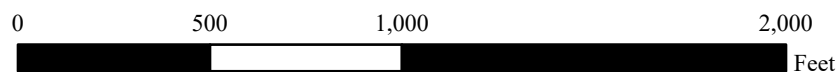
## LOGGING PLAN

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W, W.M.,  
 SECTION 24, T11S, R09W, W.M.  
 LINCOLN COUNTY, OREGON

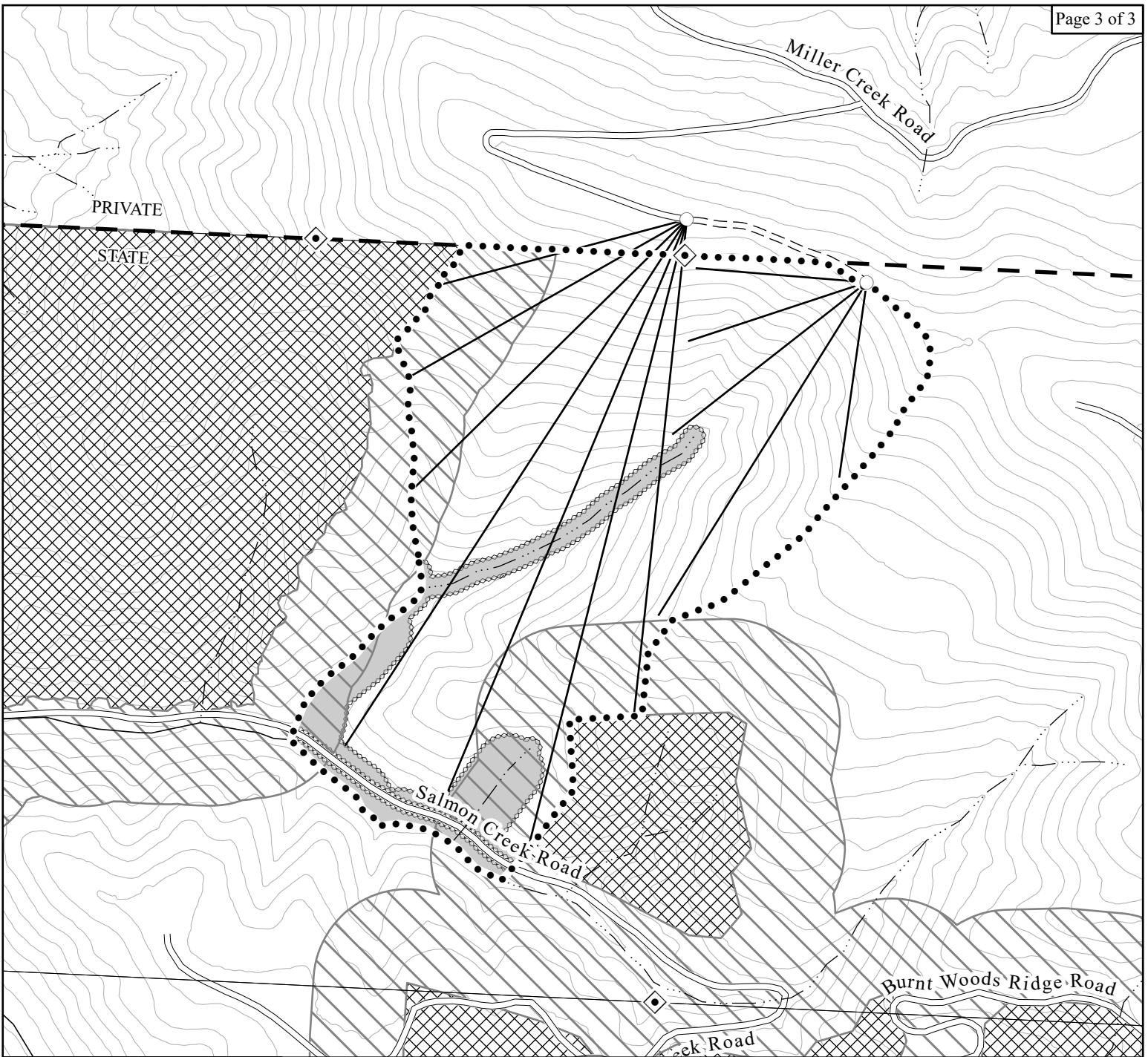
UNIT	TRACTOR CABLE	
	ACRES	ACRES
1 (PC)	1	57
2 (PC)	13	40
3 (PC)	0	54
<b>TOTAL</b>	<b>14</b>	<b>151</b>

This product is for informational use and may not have been prepared for or be suitable for legal, engineering or survey purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of this information.

1:6,000







## Legend

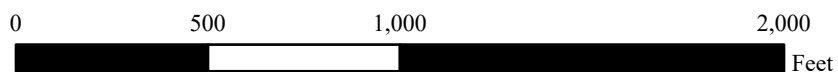
- Timber Sale Boundary
- Ownership
- Stream Buffer
- Marbled Murrelet Management Area
- Occupied Habitat
- Non-Habitat Buffer
- Surfaced Road
- Unsurfaced Road
- Type F Stream
- Type N Stream
- Cable Corridor
- Landing
- Land Survey Monument

## LOGGING PLAN

OF TIMBER SALE CONTRACT NO. WO-341-2026-W001171-01  
 MILLERS WOODS THIN  
 PORTIONS OF SECTIONS 18 & 19, T11S, R08W, W.M.,  
 SECTION 24, T11S, R09W, W.M.  
 LINCOLN COUNTY, OREGON

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1:6,000



UNIT	TRACTOR ACRES	CABLE ACRES
1 (PC)	1	57
2 (PC)	13	40
3 (PC)	0	54
<b>TOTAL</b>	<b>14</b>	<b>151</b>

