South Woods Timber Sale Contract No. 341-11-66
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STATE OF OREGON

DEPARTMENT OF FORESTRY

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

TIMBER SALE CONTRACT

SALE NAME: South Woods
CONTRACT NO 341-11-66
ODF DISTRICT: Forest Grove

Section 1000. Signatures of Contract Parties.

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

(1) Signature of STATE means he/she is a duly Authorized Representative of the STATE and is authorized by STATE to make all representations, attestations, and certifications contained in this Contract and all addenda, if any, issued, and to execute this Contract document on behalf of STATE;

(2) Signature of PURCHASER means he/she is a duly Authorized Representative of the PURCHASER, has been authorized by PURCHASER to make all representations, attestations, and certifications contained in this bid/proposal document and all addenda, if any, issued, and to execute this bid/proposal document on behalf of PURCHASER;

(3) PURCHASER, acting through its Authorized Representative, has read, understands, and agrees to all Contract instructions, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued);

(4) PURCHASER is bound by and shall comply with all requirements, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued);

(5) PURCHASER shall furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements, and shall comply in all respects with the terms of the resulting agreement upon award.

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

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

_____
Chief, State Forests Division

Date: _____

PURCHASER:
(Purchaser Name) (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 the 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.

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

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

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

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

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

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

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

Down Wood - trees and logs on the ground.

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

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

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

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

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

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

Improvements - a permanent addition or change to real property, such as a road, structure, or utility, that 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
Also stapled to the log load on the truck before the truck leaves the Timber Sale Area Landing. When the load is scaled (measured) the Scaler Receipt is transferred to the Scaling Bureau's printout of the log breakdown of the load. This log breakdown (which shows number of logs, species of logs, grades of logs, and board foot volume), along with the Scaler Receipt is sent to ODF headquarters in Salem.

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

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

MBF - thousand board feet.

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

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

Patchcut – a small clearcut area, usually 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 locations 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.

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 debris 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.

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

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

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

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

Section 1020. Sale of Timber. Under the terms and conditions of this Contract, STATE sells to PURCHASER, and PURCHASER buys from STATE, that Board of Forestry timber designated and described in Section 2210, "Designated Timber," which for all purposes of this Contract is hereinafter referred to as "timber." The location of Designated Timber is shown on Exhibit A. PURCHASER shall pay STATE the Total Purchase Price for timber set forth in Section 1710, "Purchase Price," or 1740, "Log Prices." The Total Purchase Price shall be paid to STATE in accordance with the payment schedule in Section 1720 or 1750, "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 1750, "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 **October 31, 2013**, 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, which bond shall guarantee complete compliance by PURCHASER with the terms and conditions of this Contract and the faithful performance of all required obligations, including payments to all suppliers, materialmen, Contractors, and subcontractors of PURCHASER. PURCHASER's bond may be in the form of one or more of the following: surety bonds, cash, cashier's or certified check, money order, assignment of surety, irrevocable letters of credit, or other securities determined acceptable by the State Forester. Surety bonds must be written by a surety company authorized to do business in the State of Oregon, on a form provided by STATE.

Performance Bond Release

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

Performance Bond Reduction

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

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

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

Section 1220. Claims Against PURCHASER's Performance Bond.

(a) Claims against PURCHASER's performance bond for failure to make payments when due to suppliers, materialmen, Contractors, and subcontractors of PURCHASER shall be processed in the following manner:

(1) Upon receiving notice from a supplier, materialman, Contractor, or subcontractor of an unpaid obligation of PURCHASER, STATE shall notify PURCHASER and PURCHASER's surety in writing, describing the claim and specifying a date not later than fifteen (15) days from the date of the notice within which PURCHASER shall be expected to respond to the claim.

(2) PURCHASER shall provide, within the time requested by STATE, verification reasonably satisfactory to STATE that the claim has been satisfied or is being addressed in a manner reasonably satisfactory to STATE. If PURCHASER fails to provide such evidence within the time requested, PURCHASER shall be deemed to be in default of the Contract, and STATE shall be entitled to make a claim against PURCHASER's performance bond on behalf of the claimant.

(b) Claims against PURCHASER's performance bond for failure to comply with or perform other obligations under the Contract shall be processed in the following manner:

(1) STATE shall provide notice in writing to PURCHASER and PURCHASER's surety of the nature of the failure to comply or the unperformed obligation, and shall specify a date by which the failure must be remedied.

(2) If PURCHASER fails to remedy the failure or to respond in writing with reasons adequate in STATE's judgment to waive the failure within the time specified in STATE's notice, PURCHASER shall be deemed to be in default and STATE shall be entitled to make a claim against PURCHASER's performance bond on behalf of STATE for an amount deemed reasonably sufficient to cure the failure.

(c) STATE reserves the right to invoke any remedy available to it under the Contract or at law or in equity in the event STATE is required to seek redress from PURCHASER's surety for a Contract violation or default by PURCHASER including, without limitation, termination of the Contract.

Section 1230. Payment Bond.

PURCHASER shall furnish a payment bond (or blanket payment bond for multiple Contracts) acceptable to STATE guaranteeing payment for all 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 1750, "Payment Schedule." 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 blanket payment bond shall be in an amount at least equal to the value of the timber estimated to be removed from all Contracts covered by the blanket payment bond during a one-month plus 15-day billing period as determined by STATE. PURCHASER shall obtain and furnish STATE with a written consent of surety on forms

provided by STATE for coverage of any Contracts to which the blanket payment bond may apply. In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

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

The coverage shall be as follows:

(a) Commercial General Liability insurance covering personal injury, death, and property damage or destruction in an amount not less than $2,000,000 combined single limit per occurrence and an amount not less than $4,000,000 per aggregate, with Contractual liability coverage to include all Contracts involving the work to be performed under this Contract, Premises Operations, Products and Completed Operations, and Independent Contractors. Required coverage shall be for explosion, collapse, and underground damage if blasting or excavation is required or performed under the Contract. **Excess or Umbrella Liability policies may be used in combination with the Commercial General Liability insurance to cover the required liability limits.**

(b) Automobile Liability insurance in an amount not less than $2,000,000 combined single limit per accident. This required insurance coverage shall include Business Automobile, an endorsement for auto pollution, and shall cover pollutants such as fuel tanks carried in vehicles. **Excess or Umbrella Liability policies may be used in combination with the Automobile Liability insurance to cover the required liability limits.**

(c) Loggers Broad Form coverage in an amount not less than $2,000,000 for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, Contractors, subcontractors, and others working or acting for PURCHASER.

(d) Worker's Compensation insurance as statutorily required for persons performing work under the Contract.

(e) Primary Coverage. Insurance carried by PURCHASER under this Contract shall be the primary coverage, and the STATE's insurance is excess and solely for damages or losses for which the STATE is responsible.

(f) "Tail" or "Basis of Occurrence" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace if less than 24 months. PURCHASER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

(g) The Commercial General Liability insurance and the Automobile Liability insurance required under this Contract shall include the State of Oregon, the Oregon Board of Forestry, the Department of Forestry, the State Forester, their officers, agents, employees, and members as additional insureds. **The following language shall be used for naming additional insureds:**

ADDITIONAL INSURED: The State of Oregon, the Oregon Board of Forestry, the Department of Forestry, the State Forester, their officers, employees and agents as Additional Insureds but only with respect to PURCHASER's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

(h) As evidence of the insurance coverage required by this Contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverages to STATE. PURCHASER must provide this proof of insurance to STATE before the Contract period begins and prior to the commencement of work.

(i) All insurance shall be provided by a company with an A or better rating, as determined by A.M. Best Company, unless otherwise approved in writing by STATE.

GENERAL TERMS AND CONDITIONS

Section 1310. Authorized Representatives. During any period of Operations, PURCHASER shall have a designated representative(s) available to STATE on the Timber Sale Area or Project Location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from STATE on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this Contract. STATE shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the Operations, and issue instructions in regard to performance under the terms of this Contract. Authorized 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 the 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 the 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 340-108 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 State Forester, their officers, agents, employees, and members ("Indemnified Parties"), from all claims, suits, actions, or liens of any nature resulting from or arising out of the activities of PURCHASER or its subcontractors, agents, or employees under this Contract, including any claim based upon an alleged failure to obtain any necessary Permit, license, or approval, or any claim of liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including FICA, or tax withholding laws; provided, however, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, any of the Indemnified Parties prior to such action or representation. Further, STATE, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in STATE's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of STATE; (iii) important governmental interests are at stake; or (iv) the best interests of STATE are served thereby. PURCHASER's obligation to pay for all costs and expenses shall include those incurred by STATE in assuming its own defense. All provisions of this Section shall survive the termination of this Agreement.

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

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

Section 1370. Choice of Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this Contract shall be conducted in Marion County, Oregon.

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 debris, 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. STATE is engaged in an active threatened and endangered species (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 and/or the discovery of a threatened or endangered species within or in the vicinity of the Timber Sale Area 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 threatened and endangered species. In the event a threatened or endangered species is found within or near the Area(s) of Operations, PURCHASER agrees that STATE may take steps necessary to protect the interests of the State, including restrictions on Operations due to T&E species considerations, Contract modification, suspension or termination. PURCHASER's agreement under this Section is in addition to and shall not relieve PURCHASER of its obligation to comply with all federal and STATE laws, including the Endangered Species Act, governing threatened and endangered species.

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

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

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

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

(a) Payment at time of extension of the full amount of the unpaid balance of the Total Purchase Price. In the case of scale or weight sales, such payment shall be an advance deposit, based on remaining volume, as estimated by STATE.

(b) If PURCHASER is not otherwise in arrears in required payments, STATE may grant additional time for payment of the unpaid balance on the condition that PURCHASER make installment payments based on removal of Designated Timber as required by Section 1750, "Payment Schedule," of this Contract, plus interest on all payments received after the original expiration date.

(c) Completion of designated requirements of this Contract, such as fire trail construction, Snag felling, Slash preparation Operations on logged portions of the Timber Sale Area, and road construction or maintenance.

(d) 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.

(e) 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.

(f) 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 subcontractor's claim. PURCHASER shall forward the subcontractor's claim and PURCHASER's evaluation of such claim to STATE's Authorized Representative. STATE's Authorized Representative will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract.

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

Section 1550. Adjustment of Contract. Notwithstanding any other provisions of this Contract, STATE may, pursuant to Oregon law, make adjustments in the Contract when Major Catastrophes or significant changes in STATE 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. 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) $500 for sales less than one-half million board feet; (2) $1,000 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 by the amount listed, in which event STATE will assume responsibility for any additional cost to complete the Project Work which exceeds the above 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 amount listed above. 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 or protection of a STATE or federally listed threatened or endangered species; or

(g) Any reason considered by STATE to be in the public interest.

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

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

(1) Shall be accompanied by the written consent to an extension of the security by PURCHASER's surety;

(2) Shall STATE the date to which the extension is desired and the Area(s) of Operations affected; and

(3) Shall be received by STATE no later than ten (10) days following notice to PURCHASER that Operations may recommence.

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

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

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

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

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

(a) For each species involved in the trespass, triple the Purchase Price if PURCHASER's action is willful or intentional; or

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

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

COMPLIANCE WITH LAWS AND REGULATIONS

Section 1610. Permits; Licenses; Safety. PURCHASER shall procure all Permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Operations, and shall maintain and keep such Permits and licenses current throughout the term of the Contract.

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. 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.

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

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

Section 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 lawful regulations issued thereunder, and local bylaws, ordinances, and regulations, which relate to threatened or endangered plant or animal species while performing Operations under this Contract.

Section 1640. 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 may 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:

Conifer Logs	Price per MBF
Douglas-fir	$
Noble fir	$285.35
Western redcedar and other cedars	$812.46
Western hemlock/fir and other conifers	$292.71
Sawmill grade logs under 20 board feet	At price above
Utility logs, adjusted gross scale	At price above
Peelable cull logs, adjusted gross scale	At price above

Hardwood Logs	Price per MBF
Red alder and other hardwoods	$359.00
Sawmill grade logs under 30 board feet	$359.00
Utility logs, adjusted gross scale	$359.00

Contingent Price Adjustment. As provided in Section 1020, "Sale of Timber," it is the policy of the State of Oregon, in accordance with the terms of current federal law and the Constitution and the laws of the State of Oregon, that unprocessed timber shall not be exported from lands owned or managed by the STATE or any of its

political subdivisions or agencies. PURCHASER specifically agrees that Section 1020, "Sale of Timber," is a material term of this Contract and is part of the consideration offered to STATE in return for STATE's performance. In the event that any federal law or STATE constitutional provision or law or any provision of this Contract concerning export of unprocessed timber is declared invalid by any court or administrative tribunal, PURCHASER agrees to pay to STATE, in addition to the Purchase Price, an incremental amount equal to the difference between the Purchase Price set forth in this section and any higher price obtained by PURCHASER for the exported unprocessed timber.

The default provisions of OAR 629-032-0000 through 629-032-0070 shall not apply to exported unprocessed timber. In the event that timber made available under this Contract is exported in violation of this Contract, PURCHASER shall be in material breach of the Contract. In such event, STATE shall be entitled to cease performance of the Contract and bar PURCHASER from the Timber Sale Area, and shall recover, in addition to the Purchase Price and additional increment set out above, a further sum estimated by STATE to compensate for administrative expense and the economic impact of the violation upon the State and its citizens. In no case shall this additional amount be less than $10,000 per incident.

Section 1750. 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 estimated bid value. The total estimated bid value shall be the sum obtained by multiplying the estimated timber volumes by the Purchase Prices given in Section 1740, "Log Prices," less the value of the Project Work. Cash bid deposits shall be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal when log hauling begins. Each payment shall be made before the value of timber removed equals one-half of an advance payment or within the time period stated on the billing if PURCHASER is more than one-half of a payment in advance. The amount of each advance payment shall be calculated by dividing the total estimated bid value less the initial payment by 13; 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.

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

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

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

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

PART II: SPECIFICATIONS

ACCOUNTABILITY

Section 2015. Log Accountability and Log Load Receipts.

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

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

PURCHASER shall account for each and every serially numbered Log Load Receipt and shall pay damages to STATE for all Log Load Receipts not accounted for by proof of scaling. Damages may consist of full stumpage rate for each missing receipt, on the basis of average volume of the 10 largest loads of logs scaled from the Timber Sale Area, charged at the highest species rate, or a species rate in the Contract 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.

Notification of Delivery Destination. Prior to and as a condition of STATE's final acceptance of PURCHASER's performance of all Contract requirements, PURCHASER shall notify STATE, in a form and manner prescribed by STATE, of the delivery destination of all timber purchased under this Contract. STATE may hold PURCHASER's performance bond until satisfactory delivery destination information has been received.

Notice of Transfer of State Timber. Prior to selling, trading, exchanging, or otherwise conveying unprocessed timber sold under this Contract to any other person, PURCHASER must first obtain a certification of the buyer's eligibility to purchase unprocessed State timber and their intent to comply with the terms and conditions contained in OAR 629-031-0005 through 629-031-0045. The certification shall be made in a form and manner prescribed by STATE and shall be forwarded to STATE upon completion of the transaction. Obtaining the certification shall not relieve PURCHASER of the responsibility to provide STATE with an accounting of the delivery destination of all timber purchased under the Contract.

Section 2020. Log Measurement.

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

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

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

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

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

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

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

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

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

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

STATE may issue PURCHASER one or more branding hammers registered to STATE. PURCHASER shall sign a receipt for all branding hammers registered to STATE and issued to PURCHASER, and will return them in good condition within 14 calendar days following completion of log hauling. PURCHASER shall pay a fee of $100 to STATE for each branding hammer returned to STATE in damaged and unusable condition, or $200 for each branding hammer not returned within the time specified by STATE. 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 2035. Hauling and Operating Time Restrictions. PURCHASER shall not haul logs from the Timber Sale Area on weekends, State-observed holidays or outside the hours of 3:00 a.m. to 6:00 p.m. daily without notification to and prior approval by STATE.

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

(a) Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net).

(b) Any 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).

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 2050. Route of Haul. PURCHASER shall furnish to STATE, at the time of making request for scaling approval, a map showing the scaling location and the precise route which shall be used to haul logs from the Timber Sale Area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by STATE. The route of haul may be changed only with advance written notice to, and prior approval by, STATE.

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 $100 per key not returned. If PURCHASER desires to use an alternative route, it shall be PURCHASER's responsibility to secure that access and obtain STATE approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this Contract. Except as otherwise provided for in this Contract, PURCHASER shall have the right of access over, in, and through the Timber Sale Area for the purpose of cutting and removing timber or performing other Operations. PURCHASER, in so using, improving, or constructing roads, shall at no time have an interest in the land, other than the temporary right of access during the term of the Contract.

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

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

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

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

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

(a) Cut Banks and Fill Slopes.

(1) Remove Slash created by Operations.

(2) Remove obstructions and fallen timber.

(3) Restore stability impacted by Operations.

(4) All cut bank and fill slope maintenance work shall be performed in such a manner that soil and vegetative material does not contaminate the road surface.

(b) Ditches.

(1) Remove bank slough, minor slides, and obstructions.

(2) Remove Slash created by Operations.

(3) Restore to functional drainage.

(4) Minimize erosion and/or sediment delivery by placement and maintenance of filtering systems.

(5) Soil and vegetative material shall not be pulled across the road surface.

(c) Drainage Systems.

(1) Clear all culverts, including inlets, outlets, half rounds, 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.

(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.

Log hauling from November 1 through March 31 shall be subject to loads per day limitations as determined by STATE.

For maintenance on STATE roads, PURCHASER may use rock obtained from Brown's Camp Stockpile shown on Exhibit A. Prior to any rock spreading, PURCHASER shall obtain approval from STATE.

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

TIMBER SALE AREA

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

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

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

Boundary markings are as follows:

(1) The Timber Sale Areas are posted with "Timber Sale Boundary" signs, and pink timber harvest boundary flagging.

(2) Area 4 R/W is posted with "Right-of-Way Boundary" signs.

(3) The boundaries between Areas 1 and 2 and Areas 1 and 3 are posted with "Area Boundary" signs.

(4) The Stream Buffers in Areas 2 and 3 are posted with "Buffer Zone" signs, and orange stream management zone flagging.

(5) The Stream Buffer in Area 1 is unposted 25 feet horizontal distance on both sides of the stream shown on Exhibit A.

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.

Down trees and logs.

Section 2240. Reserved Timber - Trees and Snags.

(a) Trees other than Douglas-fir in Area 3, all hardwoods trees in Area 1, and all trees 30 inches or more on the Timber Sale Area, except those within rights-of-way, skid roads, cable corridors, waste areas, and Landings.

(b) All Snags unless determined to be a safety hazard. Felled Snags shall not be yarded or removed.

(c) Trees and Snags within the Green Tree Retention Area shown on Exhibit A.

(d) Bearing (witness) trees.

(e) Trees within 25 feet horizontal distance of streams shown on Exhibit A in Area 1.

(f) Trees required to meet the Residual Tree requirements in Section 2320, "Thinning Specifications."

Section 2250. Reserved Timber - Boundary Trees.

Trees posted with "Right-of-Way Boundary" signs within Area 4 shall not be cut until road subgrade construction is accepted by STATE. All other trees posted with boundary signs are reserved from cutting.

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.

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 6 reserved trees on any acre in Area 1 suffer "minor damage," or if any Reserved Timber suffers "major damage" as defined above, STATE reserves the right to:

Suspend felling and/or Yarding until corrective measures have been agreed upon by STATE and PURCHASER.

HARVESTING OPERATIONS

Section 2310. Felling. PURCHASER shall comply with the following requirements for felling:

(a) Fell all trees on Areas 2 and 3 which are 8 inches or more DBH, except those designated as "Reserved Timber" in Sections 2220 through 2250.

(b) Fell all trees and Snags on Area 4 R/W.

(c) Trees that will damage roads shall be felled prior to road construction or improvement.

(d) Prior to felling in the Timber Sale Area, PURCHASER shall arrange to have all the fallers who will work in the Timber Sale Area meet with STATE to review the requirements specified in Section 2310, "Felling," Section 2320, "Thinning Specifications," and Sections 2220 through 2250, "Reserved Timber." PURCHASER shall give STATE 48 hours advance notice before starting a new faller on the Timber Sale Area to allow STATE the opportunity to brief the faller on these sections.

(e) Fell all trees greater than 8 inches DBH on Area 1 not needed to meet residual stand specifications in Section 2320, "Thinning Specifications," except those designated as "Reserved Timber."

(f) 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.

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

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

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

Maximum stump height shall be 12 inches 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 on Area1:

(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 130 square feet and not more than 150 square feet .

(b) Acceptable residual conifer trees are those having a Live Crown Ratio of at least 30 percent, and without sweep, scarring, disease, or leaning more than 10 degrees from vertical. Conifer trees with multiple tops and crooks are acceptable if the defect is at least 40 feet above the ground.

(c) Conifers less than 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 areas from the thinning specifications and felling requirements. PURCHASER shall designate on the Operations Plan and mark on the ground proposed excluded areas. Proposed areas 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 Sections 2220 through 2250, "Reserved Timber."

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

(a) Logs shall have at least one end suspended when Yarding across streams shown on Exhibit A.

(b) 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 where they extend over or through the buffer.

(c) Soil gouging shall be limited to a depth of one foot.

(d) Use a self-clamping carriage that can be positioned and repositioned for each turn of logs without lowering the skyline.

(e) Control logs being yarded to minimize damage to Reserved Timber.

(f) String cables in a manner that makes minimum contact with Reserved Timber.

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

(a) PURCHASER shall limit skid roads and trails, and all other locations where soil is compacted or displaced, to less than 10 percent of the ground yarded area.

(b) Preexisting skid roads and trails shall be used whenever possible, and soil disturbance or construction of new skid roads and trails shall be limited to that necessary to log the area.

(c) Operations shall not be conducted under conditions where soils are rutted or excavated to a depth of 6 inches or more.

(d) Equipment shall not operate on slopes greater than 35 percent. Written approval may be granted for short distances on slopes exceeding 35 percent when, in the opinion of STATE, it would be unreasonable to yard by pulling line.

(e) Yarding shall not be permitted on haul roads.

(f) Tractor or skidder Operations shall not be allowed from November 1 through March 31.

(g) Ground Yarding equipment shall not be operated within 25 feet of streams.

(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 15 feet in width.

(c) Landings shall be constructed no more than 50 feet wide. The surface shall be crowned for drainage.

(d) Operations shall not be allowed from November 1 through March 31.

(e) Roads shall be waterbarred according to the specifications in Exhibit I and blocked to vehicular traffic as directed by STATE.

(f) Seed, fertilize, and mulch all areas of disturbed soil according to the specifications in Exhibit K.

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 specified in Exhibit I and as directed by STATE.

(c) Block roads and skid trails to vehicular traffic as directed by STATE.

(d) Within 14 days after completion of each Setting, pile all Slash and debris 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 debris shall be piled to facilitate pile burning as directed by STATE. Each pile shall be covered with 100 square feet of polyethylene plastic sheeting. The plastic sheeting shall be no more than 4 mil gauge. Additional woody debris shall be piled on top of the plastic sheeting to secure it, as directed by STATE. PURCHASER shall supply the materials used for covering the piles.

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

(1) Remove all trash from the Timber Sale Area within 14 calendar days after completion of log hauling activities.

(2) Complete road maintenance requirements of Section 2120, "Access," and Section 2130, "Road Maintenance," within 30 calendar days after completion of log hauling activities.

(3) Complete the requirements of Section 2425, "Recreation Trail Protection," within 30 calendar days after completion of Yarding activities.

PROTECTION DURING OPERATIONS

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.

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

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

Fell adjacent trees and Snags away from or parallel to the buffer to prevent them from entering the buffer.

In addition to other protective measures required, PURCHASER shall discontinue all or part of its Operations under this Contract 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 Forest Land or between State Forest Land sites is free of soil, seeds, vegetative matter, or other debris that could contain, or hold, seeds. PURCHASER shall employ cleaning methods necessary to ensure compliance with the terms of this section. PURCHASER shall notify STATE's Authorized Representative at least 24 hours prior to moving each piece of equipment onto State Forest Land or between State Forest Land sites unless otherwise agreed in writing. Notification shall include identification of the equipment's most recent operation.

Upon request by STATE, arrangements shall be made for STATE inspection of each piece of equipment prior to entry upon State Forest Land or movement between State Forest Land sites.

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

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

Section 2425. Recreation Trail Protection. PURCHASER shall comply with the following requirements for all trails shown on Exhibit A, unless otherwise approved by STATE:

(a) Ground-based equipment shall not be operated on the trails.

(b) When trails are within an active portion of an operation, PURCHASER shall install and maintain signs provided by STATE at trail access points as directed by STATE to temporarily close trails.

(c) Upon completion of Yarding, PURCHASER shall remove all Slash within 3 feet of the centerline of the trail and reduce trail access from roads to a width of 5 to 6 feet for a distance of at least 10 feet. Suitable material for construction of this partial barrier includes rootwads, Slash and cull logs, or large rocks.

(d) PURCHASER shall block access to trails as directed by STATE by constructing a barrier where skid roads are within 20 feet of trails. Barriers shall be constructed with suitable material and shall be at least 30 feet in length, 2 feet in height. Suitable material includes rootwads, Slash and cull logs, or large rocks.

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

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

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

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

(a) Log hauling from November 1 through March 31 shall be subject to loads per day limitations as determined by STATE (Section 2130).

(b) Tractor or skidder Operations shall not be allowed from November 1 through March 31 (Section 2355).

(c) Activity in "Live" Streams shall not be allowed from September 16 through June 30 (Section 2610).

(d) Road improvement and construction shall not be allowed from November 1 through March 31 (Sections 2360 and 2610).

(e) Seeding shall be performed only from March 1 through June 15 and August 15 through October 31 (Exhibit K).

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

PROTECTION FROM FIRE

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

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

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

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

PROJECTS

Section 2610. Project Work. PURCHASER shall complete the following Projects (the "Project Work") in accordance with the specifications provided in Exhibits D, E, F, G, H, I, J, K, and written instructions from STATE. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

Project Period. Work on Project Nos. 1, 2, 3, 4, and 6 shall not be allowed from November 1 through March 31, unless otherwise approved in writing by STATE.

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

Project No. 1. Construct roads between the following road points according to the specifications in Exhibits D, E, and H:

A to B, C to D, E to F, G to H, I to J, and M to N. Construct Landing at Point K.

Project No.2. Improve roads between the following road points according to the specifications in Exhibits D, E, and H:

L to M and Z to A.

Project No. 3. Crush and spread road rock according to the specifications in Exhibits D, F, and G.

Rock Source. The road rock may be obtained from STATE land at the location shown as "West C-Line Rock Pit" on Exhibit A, or from other locations acceptable to STATE. Development and use of the rock pit shall be in accordance with the specifications in Exhibit F.

Right-of-Way Hauling. Prior to approval to rock constructed roads, PURCHASER shall haul all right-of-way logs on those portions of road to be rocked, unless otherwise directed by STATE.

Project No. 4. Install Culvert No. 25 at Point P according to the specifications in Exhibits D, E, G, H, and K.

Other Rock Sources: 1½"-0" rock may be obtained from the "Browns Camp Stockpile Site"
24"-12" rip rap and 36"-24" boulders may be obtained from "South Fork Wilson No. 2 Rock Pit."

Project No. 5. Seed, fertilize, and mulch areas of disturbed soil on all roads and waste areas specified in Project No. 1, 2, 4, and 6 according to the specifications in Exhibit K.

Project No. 6. Vacate the following road segments according to the specifications in Exhibit J:

A to B (26+00 to Point B) and I to J.

Section 2620. Completion of Projects. PURCHASER shall complete the Project Work on a road section prior to log hauling on that section, unless otherwise approved in writing by STATE.

If the logging operation will cause damage to a project, STATE may waive the completion date requirement until logging in that area is completed. Right-of-way logs shall be removed from the road section before completion of the Project.

Section 2630. Credit for Project Work. In order to compensate PURCHASER for Project Work that PURCHASER agrees to complete under Section 2610, "Project Work," of this Contract, STATE agrees to credit PURCHASER's timber account in the sum of $208,275.00 upon completion of and STATE's acceptance of all work, unless otherwise approved in writing by STATE.

PURCHASER may request partial credit for the Project Work when PURCHASER has completed and STATE has accepted the Project Work, in accordance with the following credit schedule:

Partial credit amount of $52,068.75 (25% Project Work completion)
Partial credit amount of $52,068.75 (50% Project Work completion)
Partial credit amount of $52,068.75 (75% Project Work completion)
Partial credit amount of $47,903.25 (98% Project Work completion)
Partial credit amount of $4,165.50 (100% Project Work completion)

Requests for partial credit shall be made by PURCHASER in writing and submitted to the Forest Grove District Office of the Department of Forestry at 801 Gales Creek Road, Forest Grove, Oregon 97116.

PART III: EXHIBITS

State Timber Sale Contract
No. 341-11-66
South Woods

EXHIBIT B

629-Form 341-203
Revised 06/97

OREGON DEPARTMENT OF FORESTRY

TIMBER SALE OPERATIONS PLAN
(See Page 2 for instructions)

Date Received by STATE: _____

(5) State Brand Information (complete):

(1) Contract No.: 341-11-66

(2) Sale Name: South Woods

(3) Contract Expiration Date: October 31, 2013

Project Completion Dates: _____

(4) Purchaser: _____

(6) Purchaser Representatives:

Projects: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Projects: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Projects: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Projects: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Logging: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Logging: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Logging: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Logging: _____	Phone: _____	Cell/Other Phone: _____	Home: _____

(7) State Representatives:

Projects: _____	Phone: _____	Cell/Other Phone: _____	Home: _____
Logging: _____	Phone: _____	Cell/Other Phone: _____	Home: _____

(8) Name of Subcontractors & Starting Dates:

Projects: No(s) _____-_____	Date: _____	Phone: _____
No(s) _____-_____	Date: _____	Phone: _____
No(s) _____-_____	Date: _____	Phone: _____
No(s) _____-_____	Date: _____	Phone: _____
Logging: Felling _____	Date: _____	Phone: _____
Yarding: _____	Date: _____	Phone: _____

(9) Comments: _____

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

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. 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.

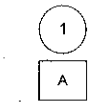
(7) The STATE representative will be designated when your plan is approved and is the person who will inspect and issue instructions regarding performance.

(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.

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 those required by the timber sale contract. Provide spur road specifications.
3. Location of proposed tractor yarding roads. Show if and how marked on the ground.
4. Location of temporary stream crossings.
5. List the sequence of performing project work.
6. Location of rock sources - attach pit development plans.



Cable Landing, with numbers for sequence.

Tractor Landing with alphabetical sequence.

Approximate setting boundary.

Spur truck roads.

Tractor yarding roads.

X Temporary stream crossings.

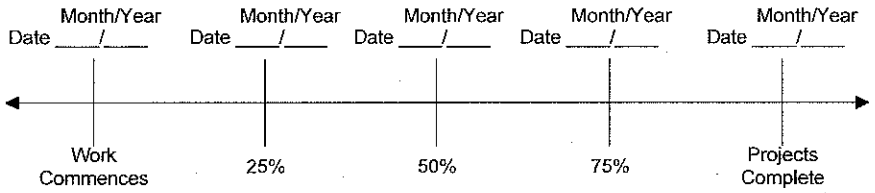
EXHIBIT B

OPERATIONS PLAN

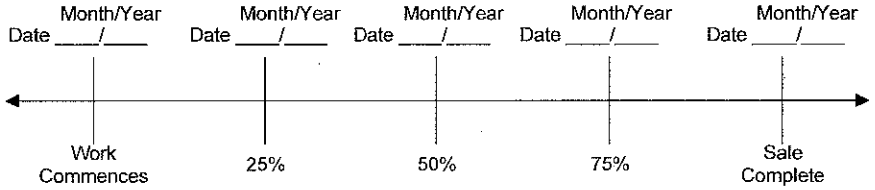
Completion Timeline

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

Projects



Harvest & Other Requirements



The Federal Endangered Species Act (ESA) prohibits a person from taking any federally listed threatened or endangered species. Taking under the federal ESA may include alteration of habitat. STATE's approval of this plan does not certify that PURCHASER's operation under the plan is lawful under the federal ESA. As provided in the timber sale contract, PURCHASERS must comply with all applicable state, federal, and local laws.

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: _____

STATE OF OREGON - DEPARTMENT OF FORESTRY

_____

Title _____

SUBMITTED BY:
PURCHASER

_____

Title _____

Original: Salem
cc: District File
Purchaser

EXHIBIT C – **SAWMILL GRADE**

SCALING INSTRUCTIONS -- LOCATION APPROVAL -- BRAND INFORMATION

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

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

(3) FROM: Forest Grove (05) Phone (503) 359-2191
(State Forestry District)
Address 801 Gales Creek Road,
Forest Grove OR, 97116

(4) PURCHASER: _____
Mailing Address: _____
Phone Number: _____

(5) **MINIMUM SCALING SPECIFICATIONS**			**CLASS**		
SPECIES	SCALING DIAMETER INCHES	*NET SCALE VOLUME	PER MBF	** SUM	SUB
Conifers		10	x		
Hardwoods		10	x		

* Apply minimum volume test to whole logs over 40' Westside; 20' Eastside.
** Sum (if indicated): see instructions and explain in Item (19).

	YES	NO
(6) WESTSIDE SCALE: Use Region 6 actual taper rule. Logs over 40'.	☒	☐
(7) EASTSIDE SCALE: Use Region 6 actual taper rule. Logs over 40'.	☐	☒
(8) Weight Scale Sample (6) – (8), pink log load receipts	☐	☒
(9) Weight Sale	☐	☒
(10) Per Load (9) and (10), yellow log load receipts	☐	☒

(11) **APPROVED SCALING LOCATIONS** (as shown on the ODF Approved Locations web-site)	Species	Yard	Truck	Weight

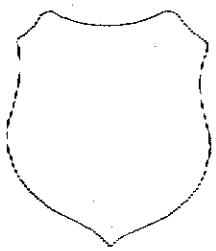
(12) NOTICE OF CANCELLATION OF BRAND:
Effective Date: _____

(13) SALE NAME: South Woods
COUNTY: Tillamook

(14) STATE CONTRACT NUMBER: 341-11-66

(15) **STATE BRAND REGISTRATION NUMBER** _____

(16) STATE BRAND INFORMATION (COMPLETE):



(17) PAINT REQUIRED: YES ☒
COLOR: Orange

(18) **SPECIAL REQUESTS** (Check applicable)	
PEELABLE CULL (all species)	☒
NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE	☒
PENCIL BUCK	☐
ADD-BACK VOLUME - Deductions due to delay	☒
OTHER:	

(19) **REMARKS** _____

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

(20) 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.

Distribution (See specific instructions on pg.2): ORIGINAL: Salem / COPIES: TPSO, Approved Scaling Location, Purchaser, District, Mgmt. Unit

EXHIBIT C – **SAWMILL GRADE**
INSTRUCTIONS FOR FORM 343-307 (rev. 01/09)

(1) Check appropriate box. REVISION NUMBER requires comments. CANCELLATION requires Item (12). Complete date.

(2) Designate Third Party Scaling Organization (TPSO).

(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. Review Section 2040 or 2045, "Log Removal," of the Contract. Species, or combined species can be separate entries. Information serves as a basis for scaling (see also Items (16) thru (18)), and is required to show existence on the sale. **SUM** (lump sum material). **SUB** (sub-merchantable material). SUB, as used by the State, references that material containing at least 10 bf (net) but less than the lower merchantable net volume limit or grade requirements for other merchantable (Per MBF) entries. Per MBF, SUM, and SUB must be indicated by checking the appropriate column. Species with the same specifications and value are combined into one entry. Per MBF and SUB require scaling therefore complete specifications. SUM need not be scaled, hence no specifications. Loads containing only SUM are to be ticketed if so instructed in Item (19). Mixed loads of SUM, Per MBF and/or subspecies will always be scaled.

(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) Eastside – Region 6 actual taper/taper table segment scale. Special Service Rules on file with TPSO. See: Segment Scaling and Grading of Long Logs -- All Species -- State Forestry Department Scaling Practices (Northwest Log Rules Eastside). Items with * follow U.S. Forest Service Eastside rules.

(8) 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 (19).

(9) Weight Sale -- Check box if sale is to be sold as a weight sale. Processing procedures from approved locations to TPSO's will be explained in the Remarks section of Item (19).

(10) Per Load – Check box if volumes on sale are per load. Specific instructions for handling and processing will be fully explained in the Remarks section of Item (19).

(11) Show scaling locations only applicable to TPSO. Location name should appear as it does on the ODF Approved Scaling Location web site: http://www.odf.state.or.us/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.

(12) When logging and hauling is complete, recall branding hammers, date and sign where indicated, check CANCELLATION box in Item (1), and send to TPSO.

(13) Enter sale name and county.

(14) Enter sale Contract number.

(15) Enter Oregon's State Brand Registry Number **(REQUIRED)**.

(16) Show brand assigned to timber sale. One brand only. If more than one brand is assigned to the sale: (1) make separate form for each brand and (2) on each form, explain and show other brand(s) in the Remarks section Item (19).

(17) Check yes for Paint Required and designate "Orange" for color. Non required removal volumes may sometimes require blue paint.

(18) 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.

(19) Use this space to designate any weight conversion factors, per load volumes, 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.

(20) Require purchaser to sign and date completed form in addition to State Forester Representative, sign and print name on the form.

Salem Distribution Instructions: Original will be mailed to Salem after it is electronically scanned and e-mailed directly to the State Forests Program/Asset Management Unit to both Timber Revenue Specialists. Scaling instructions for each brand should be scanned separately, for each approved TPSO.

Distribution (See specific instructions on pg.2): ORIGINAL: Salem / COPIES: TPSO, Approved Scaling Location, Purchaser, District, Mgmt. Unit

EXHIBIT D

FOREST ROAD SPECIFICATIONS

SUBGRADE WIDTH	SURFACED WIDTH	POINT TO POINT	STATION TO STATION	DRAINAGE
16 feet	12 feet	A to B	0+00 to 44+70	Ditch
16 feet	12 feet	C to D	0+00 to 7+20	Ditch
16 feet	12 feet	E to F	0+00 to 3+00	Ditch
16 feet	12 feet	G to H	0+00 to 3+65	Ditch
14 feet	N/A	I to J	0+00 to 7+62	Outslope
16 feet	12 feet	L to M	0+00 to 29+90	Ditch
16 feet	12 feet	M to N	29+90 to 34+70	Ditch
16 feet	12 feet	Z to A	0+00 to 48+00	Ditch

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

Where clearing limits have not been marked, the clearing limits shall extend 10 feet back of the top of the cutslope and 5 feet out from the toe of the fill slope, or as directed by STATE. Clearing debris shall not be placed or permitted to remain in or under any road embankment sections. Clearing debris shall not be left lodged against standing trees.

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

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

All stumps shall be completely removed within the limits of required grubbing. Stumps overhanging cutslopes shall be removed. Grubbing debris shall not be placed or permitted to remain in or under any road embankment sections. Grubbing debris shall not be left lodged against standing trees.

GRUBBING CLASSIFICATION.

New construction - from the top of the cutslope 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.

CLEARING AND GRUBBING DISPOSAL. Scatter in stable locations through openings in the timber outside of the cleared right-of-way, except areas where end-haul is required. In areas where end-haul is required, clearing and grubbing debris shall be fully contained and hauled to a designated waste area. Clearing and grubbing debris shall be left in a stable location, and not left lodged against standing trees.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

EXCAVATION. Excavation and grading shall not be done when weather and/or ground conditions are such that damage will result 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 or outsloped at 4 to 6 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 25 feet, or as staked on the ground, plus 25-foot approaches at each end.

Location: Intervisible but not greater than 750 feet apart.

SLOPES	Back Slopes	Fill Slopes
Solid Rock	Vertical to ¼ :1	
Fractured Rock	½:1	
Soil - side slopes 50% and over	¾ :1	1½:1
Soil - side slopes less than 50%	¾ :1	1½:1

Top of cutslope shall be rounded.

LANDINGS. Landings shall be constructed as posted in the field, no less than 50 feet wide and no more than 70 feet wide unless otherwise approved by STATE. Surface is to be crowned for drainage with general grade no more than 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 I, and blocked from vehicular traffic prior to October 31, annually and as directed by STATE.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

GENERAL ROAD CONSTRUCTION INSTRUCTIONS:

1. 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.

2. Fill Armor and Energy Dissipator Construction. Where rock is specified for fill armor, rock shall be machine placed and tamped at a 1½:1 slope, beginning at the toe of the fill. Where rock is used for an energy dissipator, rock shall be placed below the culvert outlet and embedded for a minimum of 3 feet, in accordance with Exhibit H.

SPECIFIC ROAD CONSTRUCTION INSTRUCTIONS

Segment	Station	Work Description:
A to B	0+00	Point A. Begin construction. Construct grade, ditch road, and surface as described in this exhibit. Construct corner with a minimum 60 foot radius.
	4+50	Install Culvert No. 1 (18" x 36').
	7+50	Begin full bench construction. End haul waste material back to Waste Area No. 1.
	8+20	Install Culvert No. 2 (18" x 40').
	9+00	End full bench construction. Excavate and drift material ahead to forward stations for use in fill construction at 10+50.
	10+50	Install Culvert No. 3 (18" x 40').
	13+30	Live stream. Install Culvert No. 4 (30" x 40'). Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	15+48	Live Stream. Install Culvert No. 5 (24" x 40'). Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	16+00	Begin drifting excess material back for use in fill construction at 15+48.
	17+00	End drifting back to station 16+00. Continue excavation and begin drifting material ahead to station 18+90 for use in fill construction.
	18+90	Live stream. Install Culvert No. 6 (30" x 50'). Place 15 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	20+60	Point C. Construct junction left.
	22+80	Install Culvert No. 7 (18" x 40').
	23+20	Excavate and drift material back to 22+80 for use in fill construction.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

SPECIFIC ROAD CONSTRUCTION INSTRUCTIONS

Segment	Station	Work Description:
A to B	25+60	Point G. Construct junction left.
	27+00	Junction with Log Jam OHV trail. Trail width and grade shall remain undisturbed outside road prism. Construct approaches to trail using crushed rock to maintain trail continuity across road segment.
	32+30	Install Culvert No. 8 (18" x 30').
	34+36	Live stream. Install Culvert No. 9 (24" x 40'). Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	35+75	Install Culvert No. 10 (18" x 30').
	44+70	Point B. End construction. Construct Landing.
C to D	0+00	Point C. Junction with A to B at 20+60. Begin construction. Construct grade, ditch road, and surface as described in this exhibit.
	0+68	Point E. Junction right.
	7+20	Point D. End construction. Construct Landing.
E to F	0+00	Point E. Junction with C to D at 0+68. Begin construction. Construct grade, ditch road, and surface as described in this exhibit.
	1+62	Install Culvert No. 11 (18" x 30').
	3+00	Point F. End construction. Construct Landing.
G to H	0+00	Point G. Junction with A to B at 25+60. Begin construction. Construct grade, ditch road, and surface as described in this exhibit.
	1+57	Install Culvert No. 12 (18" x 30').
	3+65	Point G. End construction. Construct Landing.
Point K		Construct Landing (50' x 70'). Construction shall extend from existing Landing to Point K.
I to J	0+00	Point I. Begin construction. Construct grade and outslope road. No surfacing required.
	7+62	Point J. End construction. Construct Landing.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

SPECIFIC ROAD CONSTRUCTION INSTRUCTIONS

Segment	Station	Work Description:
M to N	29+90	Point M. End improvement. Begin construction. Construct grade, ditch road, and surface as described in this exhibit.
	30+50	Excavate and drift material ahead to Station 32+50.
	32+41	Install Culvert No. 24 (18" x 40').
	33+00	Excavate and drift material ahead to Landing.
	34+70	Point N. End construction. Construct Landing.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

GENERAL ROAD IMPROVEMENT INSTRUCTIONS:

1. 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. Waste materials shall be sloped and compacted for drainage. Fills shall be thoroughly compacted in accordance with this Exhibit.

2. 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. All waste materials shall be hauled to nearby waste areas and shall be uniformly sloped and compacted for drainage. Waste materials shall be seeded, fertilized, and mulched in accordance with specifications in Exhibit K. Fill reconstruction 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. Crushed rock shall be used for backfilling excavation trenches less than 3 feet deep. STATE may require the use of crushed rock for culvert bedding.

3. 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 and uniformly sloped and compacted for drainage, 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. Install a culvert marker at each newly installed culvert and at each existing culvert that is missing a marker that could be reached by a grader blade.

4. Fill Armor and Energy Dissipator Construction. Where rock is specified for fill armor, rock shall be machine placed and tamped at a 1½:1 slope, beginning at the toe of the fill. Where rock is used for an energy dissipator, rock shall be placed below the culvert outlet and embedded for a minimum of 3 feet, in accordance with Exhibit H.

5. 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, 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 INSTRUCTIONS

Segment	Station	Work Description:
L to M	0+00	Begin road improvement. Clean ditches and catch basins, repair culverts, clear and remove stumps and brush from road prism. Surface as described in this Exhibit. Fill material may be obtained from suitable overburden material at the West C-Line Pit.
	4+04	Install Culvert No. 13 (18" x 30').
	6+73	Live Stream. Install Culvert No. 14 (36" x 50'). Move centerline of road into cutbank. Use material for fill. Haul in additional fill material to establish proper road width. Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	10+95	Install Culvert No. 15 (18" x 30').
	11+65	Live stream. Install Culvert No. 16 (24" x 50'). Haul in additional fill material to establish proper road width and fill height. Place 15 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	13+00	Spring. Install Culvert No. 17 (18" x 30'). Construct 4 foot ditch for 25 feet on either side of the culvert to ensure adequate drainage.
	15+54	Live stream. Fill and puncheon excavation. Excavate to natural stream channel. End haul all unsuitable material to Waste Area No. 3. Install Culvert No. 18 (24" x 56'). Install energy dissipator with 25 cubic yards of 24"-12" riprap as described in Exhibit H. Rebuild fill to original height and a final width of 24 feet. Final fill slope shall be 1:1. Place 15 cubic yards of 24"-12" riprap for fill armor at the culvert inlet.
	16+50	Spring area.
	16+95	Install Culvert No. 19 (18" x 36').
	19+79	Live stream. Fill and puncheon excavation. Excavate to natural stream channel. End haul all unsuitable material to Waste Area No. 3. Install Culvert No. 20 (24" x 40'). Install energy dissipator with 15 cubic yards of 24"-12" riprap as described in Exhibit H. Final fill slope shall be 1:1. Place 15 cubic yards of 24"-12" riprap for fill armor at the culvert inlet.
	21+79	Live stream. Install Culvert No. 21 (24" x 50'). Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	23+15	Install Culvert No. 22 (18" x 30').
	26+00	Possible riprap source.
	27+78	Install Culvert No. 23 (18" x 30').
	29+90	Point M. End road improvement. Begin road construction.

EXHIBIT D

FOREST ROAD SPECIFICATIONS

SPECIFIC ROAD IMPROVEMENT INSTRUCTIONS

Segment	Station	Work Description:
Z to A	0+00	Begin road improvement. Clean ditches and catch basins, repair culverts, and clear brush from cutslopes. Surface as described in this Exhibit.
	4+52	Existing culvert.
	12+06	Existing turnout. Surface as described in this exhibit.
	16+15	Existing culvert.
	17+95	Live stream. Existing culvert. Jack inlet to restore proper shape and functionality. Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	22+52	Existing turnout. Surface as described in this Exhibit.
	27+02	Existing culvert.
	29+39	Existing culvert.
	34+90	Live stream. Place 10 cubic yards of 24"-12" riprap for fill armor at each end of the culvert.
	36+13	Existing culvert.
	41+11	Existing culvert.
	44+20	Existing culvert. Place 10 cubic yards of 24"-12" riprap for fill armor at inlet of the culvert. Install energy dissipator using 15 cubic yards of 24"-12" riprap as described in Exhibit H.
	48+00	Point A. End road improvement.
Project No. 4	Point P	Install 42" x 46' aluminized steel pipe according to the Project No. 4 drawing in Exhibit E. Excavate existing fill to an adequate depth to allow removal of all unsuitable material to obtain correct culvert geometry. End haul unsuitable material to Waste Area No. 2. Fill construction and compaction requirements shall be completed according to the specifications in this Exhibit. Place 40 cubic yards of 24"-12" riprap for fill armor at each end of the culvert. Install energy dissipator according to the specifications in Project No. 4 drawing using 110 cubic yards of 36"-24".

EXHIBIT D

FULL BENCH AND END-HAUL REQUIREMENTS

POINT TO POINT	LOCATION	CONTAINMENT - SIDECAST	WASTE AREA LOCATION	WASTE AREA TREATMENT
A to B	7+50 to 9+00	2	1	1, 3
L to M	15+54, 19+79	2	3	1, 3
Point P	N/A	1	2	1, 2, 3

Full Bench and End-Haul Areas General Requirements

Sidecast includes any road generated excess excavation material which is not essential as part of the road prism, is not compacted, and is below the roadway. Material shall not be sidecast unless specified above.

Clearing and grubbing debris shall be end-hauled.

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

Containment/Sidecast

(1) Full: No excavated material remains below the road.

(2) Normal/Incidental: The amount of excavated material lost over the outside edge of the road shall not exceed 1 foot in depth.

(3) Sidecast: Material shall be spread evenly below the road so that it does not build up behind trees, snags or other debris, and shall not exceed 3 feet in depth.

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

Waste Area Location

(1) Waste Area No. 1 as shown on Exhibit A.

(2) Waste Area No. 2 as shown on Exhibit A.

(3) Waste Area No. 3 as shown on Exhibit A.

Waste Area Treatment

(1) Deposit at waste area, spread evenly, compact, and provide adequate drainage.

(2) Pile woody debris separate from other waste material.

(3) Mulch and seed all waste areas in accordance with Exhibit K.

EXHIBIT D

ROAD SURFACING

ROAD SEGMENT: A to B				**POINT TO POINT**		**Sta. to Sta.**		**TOTAL VOLUME (CY)**
Application	**Rock Size and Type**	**Location**	**Depth of Rock (inches)**	A to B **Volume (CY) Per**		0+00 to 44+70 **Number of**		
Base Rock	Crushed 3"-0"	0+00 to 44+70	8	Station	42	Stations	44.7	1877
Turnouts	Crushed 3"-0"		8	Turnout	14	Turnouts	4	56
Curve Widening	Crushed 3"-0"		8	CW	10	CW's	4	40
Turnarounds	Crushed 3"-0"		8	TA	12	TAs	1	12
Junctions	Crushed 3"-0"	Point C & G		Junction	20	Junctions	2	40
Culvert Bedding	Crushed 3"-0"	13+30, 5+48, 18+90, 34+36	Varies	Culvert	15	Culverts	4	60
Trail Approaches	Crushed 3"-0"	27+00	N/A	Approach	40	Approaches	2	80
Landings	Crushed 3"-0"	Point B	8	Landing	80	Landings	1	80
Fill Armor	Rip Rap 24"-12"	13+30,15+48, 18+90, 34+36	N/A	Varies		Fills	4	90
Total Rock for Road Segment:			A to B					2,335

ROAD SEGMENT: C to D				**POINT TO POINT**		**Sta. to Sta.**		**TOTAL VOLUME (CY)**
Application	**Rock Size and Type**	**Location**	**Depth of Rock (inches)**	C to D **Volume (CY) Per**		0+00 to 7+20 **Number of**		
Base Rock	Crushed 3"-0"	0+00 to 7+20	8	Station	42	Stations	7.2	302
Turnarounds	Crushed 3"-0"		8	TA	12	TAs	1	12
Junctions	Crushed 3"-0"	Point E	8	Junction	20	Junctions	1	20
Landings	Crushed 3"-0"	Point D	8	Landing	80	Landings	1	80
Total Rock for Road Segment:			C to D					414

ROAD SEGMENT: E to F				**POINT TO POINT**		**Sta. to Sta.**		**TOTAL VOLUME (CY)**
Application	**Rock Size And Type**	**Location**	**Depth of Rock (inches)**	E to F **Volume (CY) Per**		0+00 to 3+00 **Number Of**		
Base Rock	Crushed 3"-0"	0+00 to 3+00	8	Station	42	Stations	3.0	126
Turnarounds	Crushed 3"-0"		8	TA	12	TAs	1	12
Landings	Crushed 3"-0"	Point D	8	Landing	80	Landings	1	80
Total Rock for Road Segment:			E to F					218

EXHIBIT D

ROAD SURFACING

ROAD SEGMENT: G to H				POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)
Application	Rock Size And Type	Location	Depth of Rock (inches)	G to H		0+00 to 3+65		
				Volume (CY) Per		Number Of		
Base Rock	Crushed 3"-0"	0+00 to 3+65	8	Station	42	Stations	3.65	153
Turnarounds	Crushed 3"-0"		8	TA	12	TAs	1	12
Landings	Crushed 3"-0"	Point H	8	Landing	80	Landings	1	80
Total Rock for Road Segment:			G to H					245
ROAD SEGMENT: Point K				**POINT**				**TOTAL VOLUME (CY)**
Application	**Rock Size And Type**	**Location**	**Depth of Rock (inches)**	K				
				Volume (CY) Per		**Number Of**		
Landings	Crushed 3"-0"	Point K	8	Landing	120	Landings	1	120
Total Rock for Road Segment:			K					120

ROAD SEGMENT: L to M				POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)
Application	Rock Size And Type	Location	Depth of Rock (inches)	L to M		0+00 to 29+90		
				Volume (CY) Per		Number Of		
Base Rock	Crushed 3"-0"	0+00 to 29+90	12	Station	65	Stations	29.9	1,944
Turnouts	Crushed 3"-0"		12	Turnout	23	Turnouts	4	92
Culvert Bedding	Crushed 3"-0"	6+73, 11+65, 15+54, 19+79, 21+79	Varies	Culvert	15	Culverts	5	75
Curve Widening	Crushed 3"-0"		12	CW	14	CW's	2	28
Fill Armor	Rip Rap 24"-12"	6+73, 11+65, 15+54, 19+79, 21+79	Varies	Varies	-	Fills	5	100
Energy Dissipator	Rip Rap 24"12"	15+54, 19+79	Varies	Energy Dissipator	-	Energy Dissipator	2	40
Total Rock for Road Segment:			L to M					2,279

ROAD SEGMENT: M to N				POINT TO POINT		Sta. to Sta.		TOTAL VOLUME (CY)
Application	Rock Size And Type	Location	Depth of Rock (inches)	M to N		29+90 to 34+70		
				Volume (CY) Per		Number Of		
Base Rock	Crushed 3"-0"	29+90 to 34+70	8	Station	42	Stations	4.8	202
Turnouts	Crushed 3"-0"	0+50	8	Turnout	14	Turnouts	1	14
Turnarounds	Crushed 3"-0"		8	TA	14	TAs	1	14
Landings	Crushed 3"-0"	Point N	8	Landing	80	Landings	1	80
Total Rock for Road Segment:			M to N					310

EXHIBIT D

ROAD SURFACING

ROAD SEGMENT: Point P				**POINT**				**TOTAL VOLUME (CY)**
Application	**Rock Size And Type**		**Depth of Rock (inches)**	Point P **Volume (CY) Per**		**Number Of**		
Base Rock	Crushed 3"-0"		10	Station	50	Stations	2	100
Surfacing	Crushed 1½"-0"		4	Station	20	Stations	3	60
Fill Armor	24"-12" rip-rap		Varies	N/A		N/A		40
Energy Dissipator	36"-24" boulders		Varies	N/A		N/A		110
Total Rock for Road Segment:				Point P				310
ROAD SEGMENT: Z to A				**POINT TO POINT**		**Sta. to Sta.**		**TOTAL VOLUME (CY)**
Application	**Rock Size And Type**	**Location**	**Depth of Rock (inches)**	Z to A **Volume (CY) Per**		0+00 to 48+00 **Number Of**		
Base Rock	Crushed 3"-0"	0+00 to 48+00	5	Station	25	Stations	48	1,200
Turnouts	Crushed 3"-0"	12+06, 22+52, 31+00	5	Turnout	9	Turnouts	3	27
Curve Widening	Crushed 3"-0"		5	CW	6	CW's	3	18
Fill Armor	Rip Rap 24"-12"	17+95, 34+90, 44+20	Varies	Varies		Fills	3	50
Energy Dissipator	Rip Rap 24"-12"	44+20	Varies	Energy Dissipator	15	Energy Dissipator	1	15
Total Rock for Road Segment:				Z to A				1,310

ROCK TOTALS (CY)	**36"-24"**	**24"-12"**	**3"-0**	**1½"-0**
	110	335	7,036	60

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

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.

Depth Measurement. Rock shall be spread and compacted according to the depths specified in Exhibit D. Truck measure volumes are given, but shall not limit the amount of rock spread.

Depth shall be determined in the most compacted area of the surface cross section. The depth of compacted aggregates shall not vary more than 1 inch from the depth specified in the "Road Surfacing" table in Exhibit D. The average depth for each road segment shall be the specified depth or greater. If additional rock is required because of insufficient depth, the locations and volumes to be added shall be determined by STATE.

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

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

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
All 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	COMPACTION EQUIPMENT OPTIONS
All road segments	1, 2, 3

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 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 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 as specified in the "Forest Roads Specifications" table in Exhibit D.

ROAD SEGMENT	COMPACTION EQUIPMENT OPTIONS
All road segments requiring crushed rock	1

EXHIBIT D

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

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

EXHIBIT E

CULVERT SPECIFICATIONS

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

Culverts shall be constructed of corrugated double-walled polyethylene, or corrugated aluminized (Type 2) steel.

Polyethylene culverts shall be double-walled and meet the requirements of AASHTO M-294-06, Type S Culvert.

Aluminized (Type 2) steel culverts shall meet the requirements of AASHTO M-36-03[1].

Polyethylene culverts shall not be used where required culvert diameter is over 36 inches.

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.

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.

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 stream crossing culverts.

Backfill shall consist of, job-excavated soil free of stumps, limbs, rocks, or other objects which would damage the culvert.

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

EXHIBIT E

CULVERT SPECIFICATIONS

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

Lengths of individual culvert sections shall be not less than 10 feet, unless otherwise provided for in special instructions.

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

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

Culverts 24 inches in diameter or larger shall have 1:1 step 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 in the same project period in which replacement occurred.

The intake ends of culverts in fills less than 3 feet to the top of the culvert shall be marked by driving steel posts within 6 inches of the downgrade side. Posts shall be painted with a rust-resistant paint and be a minimum of 5 feet long, with the spade driven 2 feet into the ground.

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

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

			Band Widths (")	
Dia.	Steel Culvert Gauge/Thickness	Band Gauges	Annular	Helical
42	14 (0.0747")	16	12	12

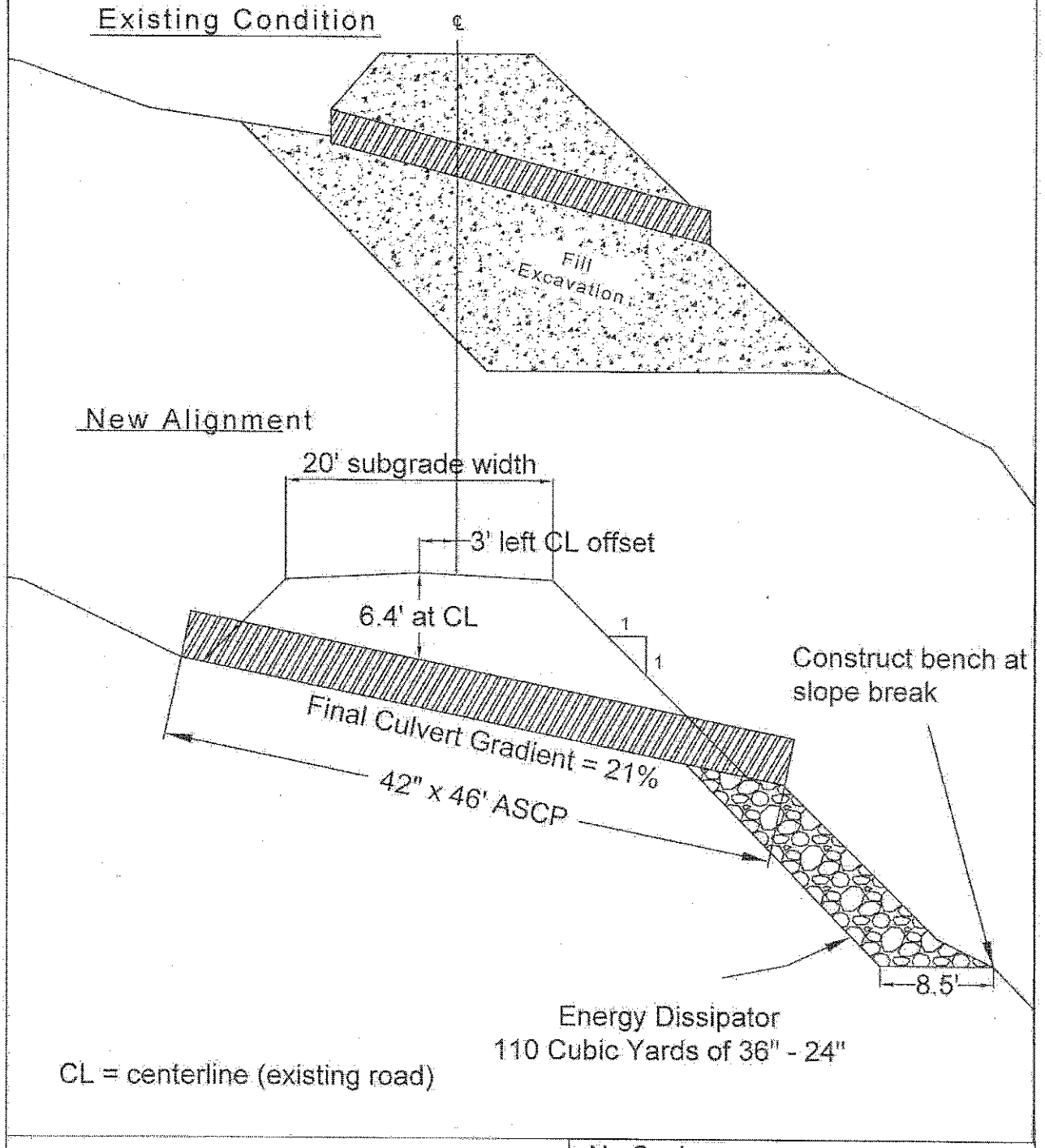
EXHIBIT E

CULVERT LIST

CULVERT NO.	DIAMETER (Inches)	LENGTH (Feet)	MATERIAL TYPE	ROAD SEGMENT POINT TO POINT	STATION
1	18	36	CPP	A to B	4+50
2	18	40	CPP	A to B	8+20
3	18	40	CPP	A to B	10+50
4	30	40	CPP	A to B	13+30
5	24	40	CPP	A to B	15+48
6	30	50	CPP	A to B	18+90
7	18	40	CPP	A to B	22+80
8	18	30	CPP	A to B	32+30
9	24	40	CPP	A to B	34+36
10	18	30	CPP	A to B	35+75
11	18	30	CPP	E to F	1+62
12	18	30	CPP	G to H	1+57
13	18	30	CPP	L to M	4+04
14	36	50	CPP	L to M	6+73
15	18	30	CPP	L to M	10+95
16	24	50	CPP	L to M	11+65
17	18	30	CPP	L to M	13+00
18	24	56	CPP	L to M	15+54
19	18	36	CPP	L to M	16+95
20	24	40	CPP	L to M	19+79
21	24	50	CPP	L to M	21+79
22	18	30	CPP	L to M	23+15
23	18	30	CPP	L to M	27+78
24	18	40	CPP	M to N	32+41
25	42	46	ACSP	Point P	N/A

ACSP = Aluminized, CPP = Polyethylene

South Woods 341-11-66	Exhibit E Project 4 Detail



	No Scale
Oregon Department of Forestry Forest Grove District	T1N R6W Sec. 10 SW SE Tillamook County

EXHIBIT F

ROCK QUARRY DEVELOPMENT AND USE

1. PURCHASER shall prepare a written development plan for the quarry area. The plan shall be submitted to STATE for approval prior to conducting any operation in quarry area. The plan shall include, but not be limited to:

   (a) Location of benches and roads to benches.
   (b) Disposal site for woody debris, overburden and reject material.
   (c) Time lines for rock quarry use.
   (d) Erosion Control measures.

2. PURCHASER shall schedule and coordinate quarry and stockpile usage with other existing or planned activity requiring quarry or stockpile usage. PURCHASER shall notify STATE 5 days prior to the start of quarry development activities. The West C-Line Rock pit is scheduled for another entry during the timber sale contract period. The scheduled entry is with the Jack Flash Timber Sale, contract No. 341-11-79.

3. The quarry site shall be left in a condition free from overburden and debris. Access roads to the quarry, and the quarry floor, shall be cleared at the termination of use. Overburden shall be removed for a distance of 20 feet beyond the developed rock source.

4. Construct the waste area in the location shown on the West C-Line Pit Plan. All overburden and reject material produced from pit development shall be placed in the designated waste area.

5. PURCHASER shall conduct the operations relative to the disposal of waste material in such manner that sediment, rock, or debris shall not be washed, conveyed, or otherwise deposited in any stream.

6. Controlled blasting techniques shall be utilized for any blasting operations, and shall be accomplished using timing devices, delayed charges, low intensity shots, or other suitable means to contain as much material as possible within the quarry development area. PURCHASER shall maintain a comprehensive blasting log that contains all pertinent data for all blasting operations. The blasting log shall be submitted to the STATE after the completion of all blasting activity. The blasting log is intended for STATE record keeping purposes only.

7. Benches shall be maintained/constructed at intervals of 40 feet or less in height and shall be a minimum of 20 feet in width. Any gravel or talus slopes shall be left with a working face at an angle of 60 percent or less. There shall be a minimum of one bench with an access road to it. Said bench shall be easily accessible with tractors.

8. Quarry face shall be developed in a uniform manner. All quarry backslopes shall be left in a stable condition.

9. Oversized material that is produced shall be piled in a designated area adjacent to the pit. It shall not be wasted.

10. The quarry floor shall be developed to provide for drainage away from the quarry. All quarry and stockpile site drainage ditches shall be maintained. Quarry access roads shall be cleared and blocked upon completion of quarry use as directed by STATE.

11. Proper winterization and storm-water control measures such as waterbarring, drainage, utilization of filter bales, mulching and/or blocking access shall be constructed and maintained to protect the watershed and Project Work, as directed by STATE.

EXHIBIT F

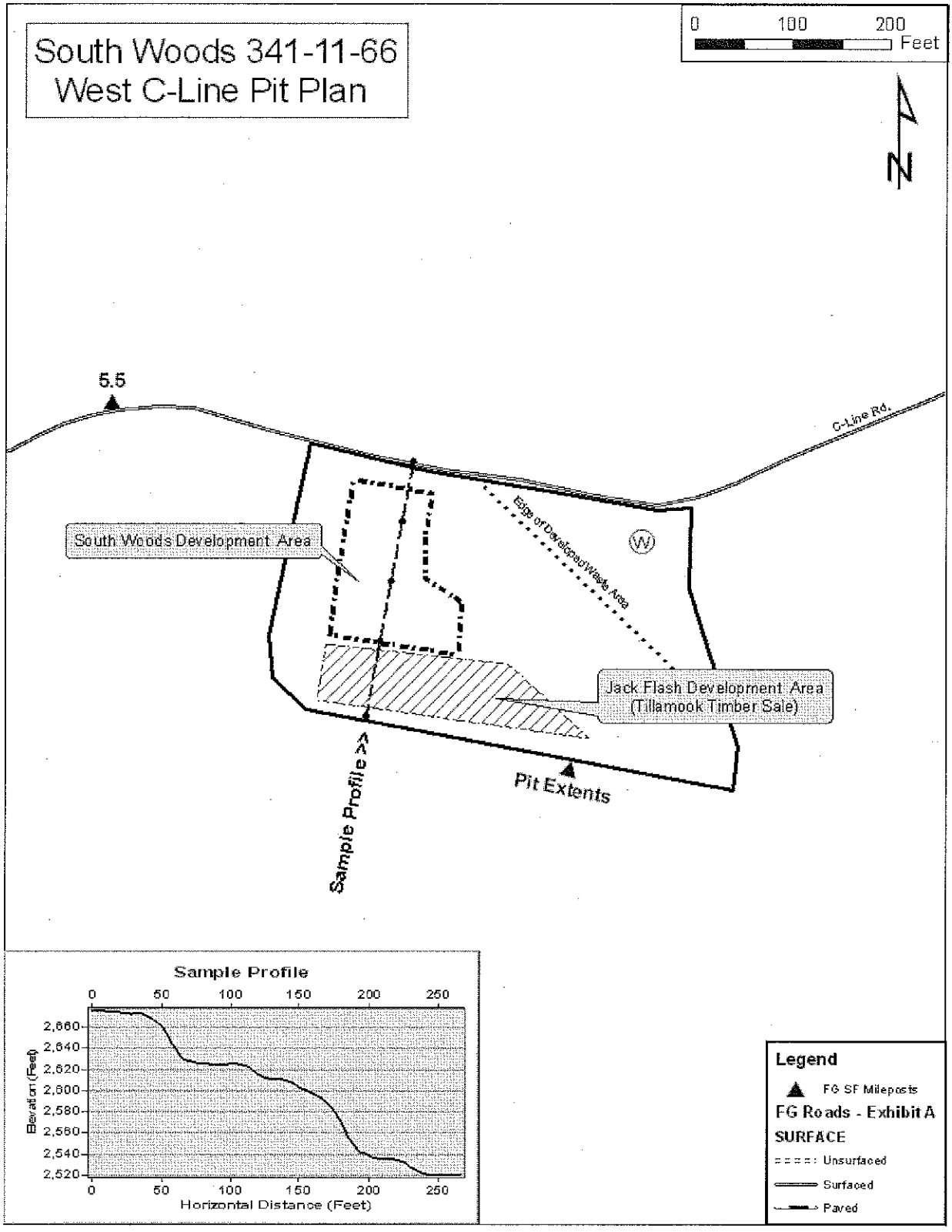

South Woods 341-11-66
West C-Line Pit Plan
0
100
200
Feet
N
5.5
C-Line Rd.
South Woods Development Area
Edge of Developed/Waste Area
Jack Flash Development Area
(Tillamook Timber Sale)
Sample Profile >>
Pit Extents
Sample Profile
Elevation (Feet)
2,660
2,640
2,620
2,600
2,580
2,560
2,540
2,520
0
50
100
150
200
250
Horizontal Distance (Feet)
Legend
FG SF Mileposts
FG Roads - Exhibit A
SURFACE
Unsurfaced
Surfaced
Paved

EXHIBIT G

CRUSHED ROCK SPECIFICATIONS

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

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

Rock strength: for rock not produced from STATE quarries, the material from which base material is produced or manufactured shall meet the following test requirement for Aggregate Hardness - Test Method AASHTO T 96 30 percent Maximum.

For the purpose of crushing rock specified under the projects in Section 2610, "Project Work," PURCHASER shall utilize a three-stage rock crusher, or equivalent, unless otherwise approved by STATE.

The rock crusher shall be calibrated to produce rock as specified in this exhibit. Prior to the commencement of production crushing, PURCHASER shall sample, test, and provide rock test results meeting STATE specifications. STATE may then sample and test crushed rock for approval to proceed. PURCHASER shall take one sample of each 2,000 cubic yards of crushed rock material produced thereafter, using approved AASHTO sampling procedures. PURCHASER shall submit samples to a certified laboratory or shall perform testing for gradation requirements using AASHTO T 11 and AASHTO T 27 testing procedures. Prior to testing, each sample shall be split, making one-half of the sample, with proper identification, available for testing by STATE. Each sample and the results of PURCHASER testing shall be made available to STATE within 24 hours of sampling. Any rock crushed prior to STATE approval to proceed shall not be credited to the required rock quantity. Any subsequent rock tests not meeting STATE specifications shall be reason for rejection of that portion of crushed rock produced after that test and shall not be credited to the required rock quantity. STATE may sample the crushed rock at any time during the operation. Results of STATE's tests shall prevail over all other test results.

EXHIBIT G

DURABLE CRUSHED ROCK SPECIFICATIONS

Grading Requirements

For 1½"-0"	Passing	2" sieve	100%
	Passing	1½" sieve	90-100%
	Passing	3/4" sieve	60-90%
	Passing	1/4" sieve	30-50%
	Passing	No. 10 sieve	15-30%
	Passing	No. 40 sieve	7-15%
For 3"-0"	Passing	4" sieve	100%
	Passing	3" sieve	90-100%
	Passing	1½" sieve	60-90%
	Passing	3/4" sieve	40-60%
	Passing	1/4" sieve	20-40%
	Passing	No. 10 sieve	5-20%

RIPRAP ROCK SPECIFICATIONS

Material shall be well graded, free of organic material and shall not have excessive fine materials.

For 24"-12" Riprap A minimum of 50 percent of the material shall measure a minimum of 24 inches, measured in one dimension. Material shall be clean, well graded, and free of 2"-0" fines.

For 36"-24" Boulders A minimum of 1 side shall measure 36 inches, in any direction. Material shall be clean and free of 6"-0 fines.

Control of gradation shall be by visual inspection by STATE.

State Timber Sale Contract
No. 341-11-66
South Woods

EXHIBIT H

TYPICAL EMBEDDED ENERGY DISSIPATOR

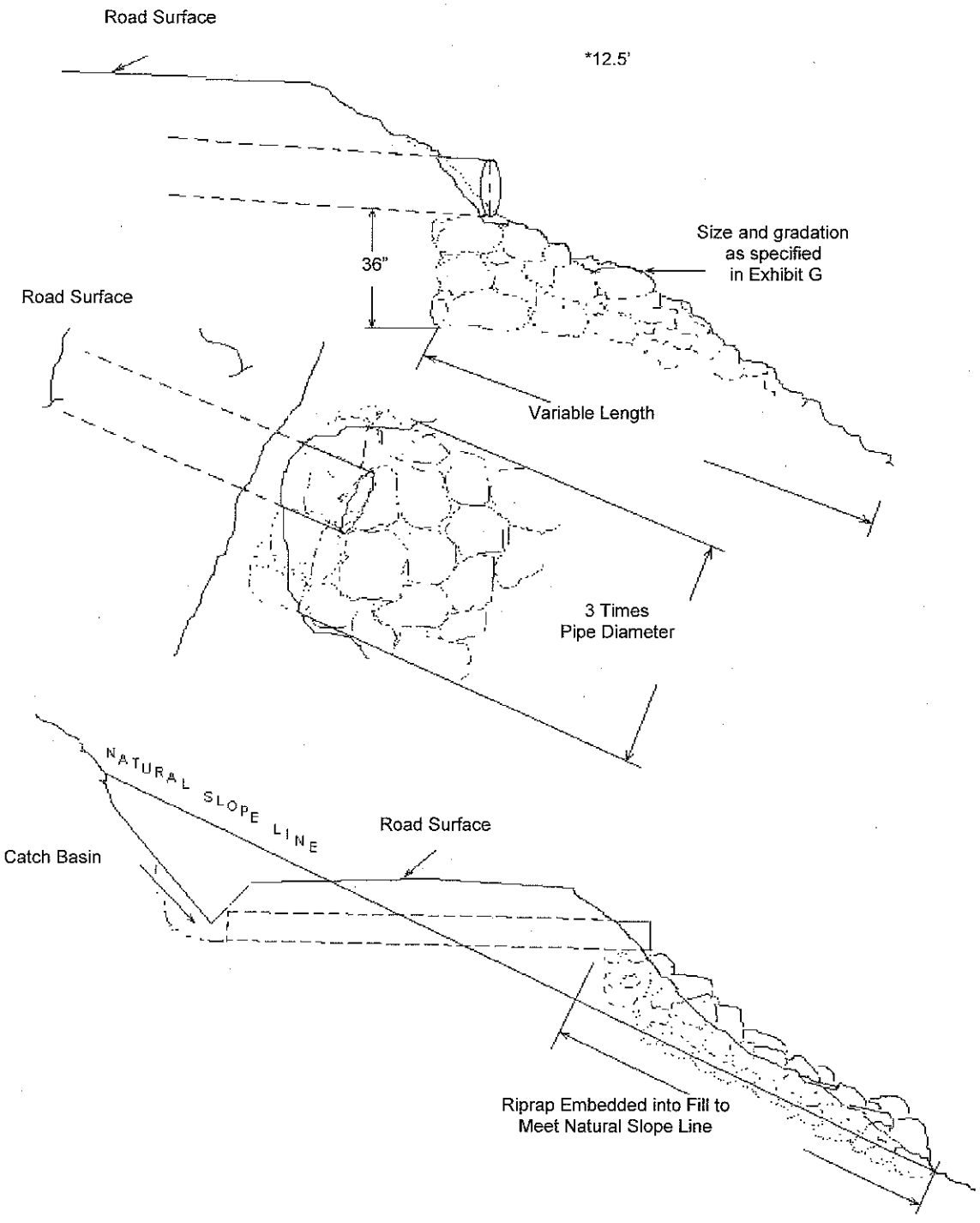
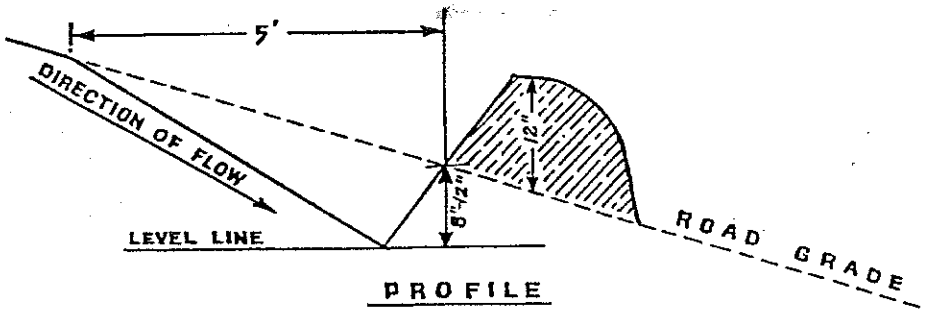
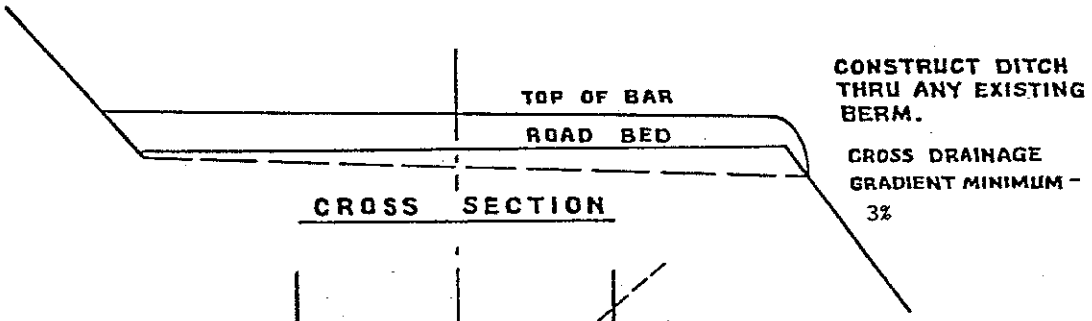


EXHIBIT I

WATERBAR SPECIFICATIONS



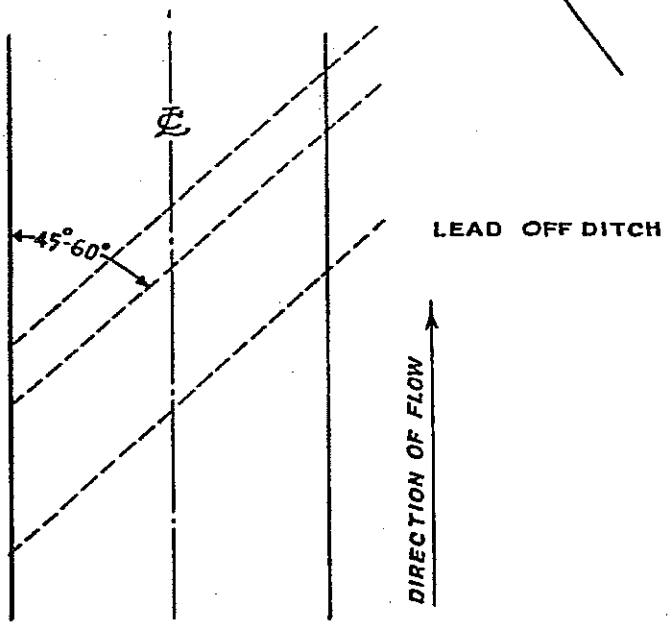
PROFILE



CROSS SECTION

SPACING OF WATERBARS

ROAD GRADE	DISTANCE
≤ 5%	400'
6-10%	200'
11-15%	150'
16-20% or greater	100'

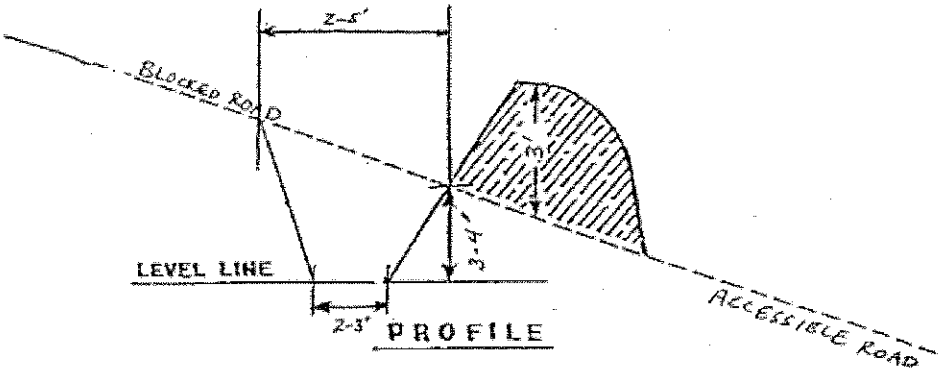


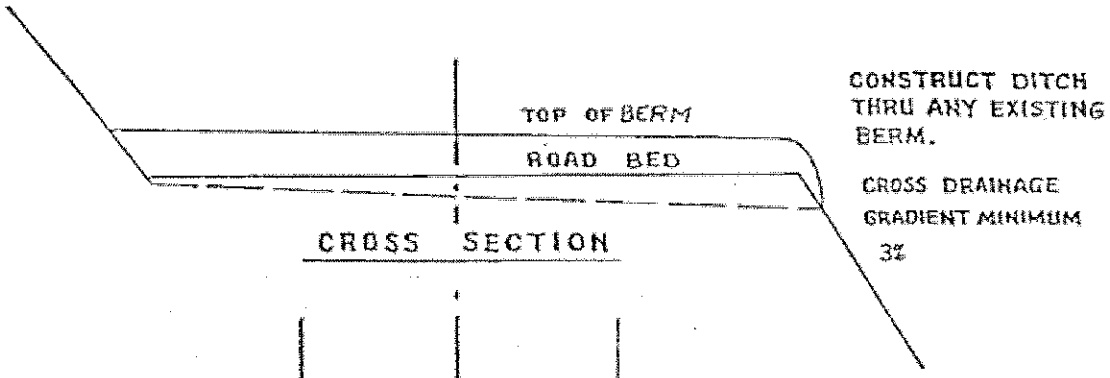
PLAN VIEW

WATERBAR SPECIFICATIONS
FOR CROSS DITCHING #298

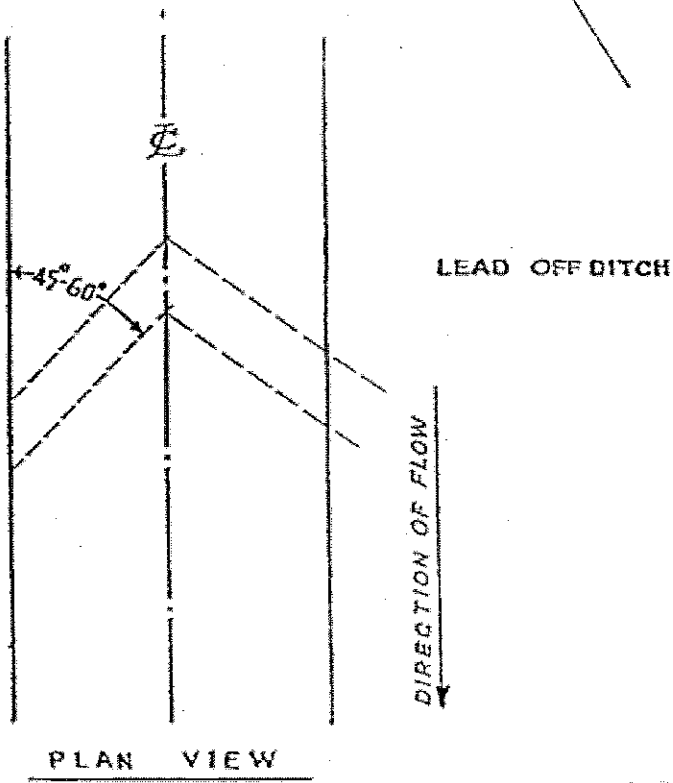
EXHIBIT I

TANK TRAP SPECIFICATIONS





Tank trap shall be installed in a "V" shape. 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.



TANK TRAP
SPECIFICATIONS

State Timber Sale Contract
No. 341-11-66
South Woods

EXHIBIT J

ROAD VACATING SPECIFICATIONS

PURCHASER shall vacate the following road segments: A to B (26+00 to Point B) and I to J. Specific objectives for these projects include:

(a) Fill removal at stream crossings.
(b) Restoration of natural contours by outsloping of the road prism (Segment I to J only). Install waterbars according to the specifications in Exhibit I and as directed by STATE.

(1) Fill Removal and Stream Channel Development. Remove fill and culvert on segment A to B at Station 34+36 and return it to natural stream course level(s). Stream channel(s) shall be excavated/developed to specified widths. Developed stream banks shall be sloped at natural contours or no steeper than 1½:1, as directed by STATE. Culvert materials shall be returned to Forest Grove District office.

(2) Erosion Control. Erosion control shall be completed in a progressive manner. Grass seed and straw mulch shall be applied for every 500 feet of road vacated, prior to continuing work. Apply seed and straw mulch to excavated material and bare soils, in accordance with the specifications in Exhibit K. Applied mulch shall be a minimum of 2 inches deep and provide a uniform cover.

(3) Construct Waterbars. Construct waterbars as directed by STATE and according to the specifications in Exhibit I. Distance between any 2 waterbars shall not exceed 400 feet. Construct waterbars immediately uphill of all cross drain culverts. Ditch shall be continuous and disconnect drainage from culvert(s).

(4) Construct Tank Trap(s). Construct tank traps as directed by STATE and according to the drawing Exhibit I. Additional blocking shall be completed by using stumps, logs, and brush adjacent to the tank trap and as directed by STATE. Tank traps shall be constructed in a manner that prevents on-highway and off-highway vehicles from accessing areas beyond blocked roads. Any tank traps or blocking removed during Project Work shall be reconstructed in the original location(s).

(5) Dry Conditions. All work shall be performed during dry conditions acceptable to STATE.

SPECIFIC INSTRUCTIONS/SPECIFICATIONS :

Segment	Station	Work Description
A to B	26+00	Construct tank trap according to this exhibit and Exhibit I. Vehicle access to segment G to H shall be maintained.
	27+00	Junction with Log Jam OHV Trail. No vacating activities shall disturb the trail alignment or grade as directed by STATE.
	28+00	Block access to all vehicles by utilizing stumps and woody debris.
	34+36	Live stream. Culvert and fill removal (24" x 40'). All disturbed soil within 100 feet of the stream shall be seeded and mulched.
A to B	44+70	Point B. End vacating. Landing shall remain undisturbed.
I to J	0+00	Point I. Construct tank trap. Construct waterbars according to Exhibit I. Outslope drainage shall be maintained on the road segment. Construct waterbars as specified in Exhibit I.
	7+62	Point J. End vacating.

State Timber Sale Contract
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South Woods

EXHIBIT K

SEEDING AND MULCHING

This work shall consist of preparing seedbeds and furnishing and placing required seed, fertilizer, and straw mulch. Straw mulch shall consist of straw that is free of noxious weeds. Apply seed, fertilizer, and straw mulch to all waste areas, and bare soils resulting from Project No. 1, 2, 4, and 6.

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

APPLICATION METHODS FOR SEED AND FERTILIZER

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

APPLICATION RATES FOR SEED AND FERTILIZER

The seed mixture listed below shall be applied at 100 lbs. per acre. The seed mixture shall be comprised of the following:

SPECIES	MIXTURE	PURE LIVE SEED	GERMINATION
Annual Rye	33%	95%	>90%
Orchard Grass	33%	95%	>90%
Perennial Rye	34%	95%	>90%

Fertilizer: Chemical analysis shall be 16-20-0 and shall be applied at the rate of 200 pounds per acre. Fertilizer shall not be applied within 100 feet of streams.

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

APPLICATION RATES FOR MULCH

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

Application Locations:

All waste areas and disturbed soil within 100 feet of live streams.

PART IV: OTHER INFORMATION

State Timber Sale Contract
No. 341-11-66
South Woods

NOTICE OF TRANSFER OF STATE TIMBER

Instructions **629:-Form-301-010**

Complete Section 1. Mark the box which applies to you/your company in Section 2. Complete Section 3 and obtain signatures.

SECTION 1

On _____, state timber sale purchaser (Transferor)
_____, sold, exchanged or otherwise transferred to
_____, (Transferee) state timber originating from State Timber Sale Contract No. _____.

Transferee hereby certifies that they:

(a) Will not export the unprocessed state timber which is the subject of this transaction;

(b) Will not sell, transfer, exchange or otherwise convey the unprocessed timber which is the subject of this transaction to any other person without first obtaining a like certification from that person.

(c) Are not prohibited by OAR's 629-31-005 through 045 from purchasing state timber or logs directly from the State Forester, or this is a sale of Western Red Cedar for domestic processing.

SECTION 2

☐ Have not exported unprocessed timber originating from private lands in Oregon in the last 24 months.
☐ This is a sale of hardwood logs for domestic processing.
☐ This is a sale of Western Red Cedar for domestic processing.
☐ This is a sale of pulp logs or cull logs processed at domestic pulp mills, domestic chip plants or other domestic operations for the purpose of conversion of the logs into chips.

SECTION 3

The parties understand that falsely entering into this certification, or failure to comply with the terms of this certification is a violation of the Forest Conservation and Shortage Relief Act of 1990 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.

Transferor:	Transferee:
_____ Signed	_____ Signed
_____ Title	_____ Title
_____ Dated	_____ Dated

[Note: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-31-005]

Mail To: State Forester
2600 State Street
Salem, OR 97310