

**NOTICE OF TIMBER SALE
COOS COUNTY FOREST**

The Coos County Board of Commissioners will accept **SEALED BIDS** for certain timber, as follows:

TIME & PLACE OF AUCTION: May 8, 2024, 10:00 a.m., at the Owen Building, 201 N. Adams St., Coquille, Oregon

SALE NO.: BH-1-24 **SALE NAME:** OTTO CREEK

LOCATION: Portions of sections 17 & 18, T27S, R13W, W.M., Coos County, Oregon.

<u>BID SPECIES:</u>	<u>CRUISE VOLUMES</u>	<u>MINIMUM PRICES</u>
Douglas Fir	1,423MBF	\$472.00/MBF, #4 mill & btr.
<u>No-bid Species:</u>		
Spruce	32MBF	\$172.00/MBF, #4 mill & btr.
Spruce	4MBF	\$50.00/MBF, rough 3 mill
Hemlock	411MBF	\$222.00/MBF, #4 mill & btr.
Alder	19MBF	\$21.00/Ton
Total Volume	1,889MBF	

Prices for other grades and species not encountered in cruise are shown in Section 2 of Exhibit B, Special Provisions.

COMPLETION DATE OF CONTRACT: AUGUST 31, 2026

AMOUNT OF BID DEPOSIT: \$77,000.00

AMOUNT OF PERFORMANCE BOND: \$154,000.00

INSURANCE: See Section 26 of Exhibit A, Standard Provisions.

PROJECT WORK:

- 2 stations new road construction and 108 cu. yds. rock appraised.
- 11 stations minor reconstruction and 468 cu. yds. rock appraised.
- Access road rocking – 720 cu. yds. rock and 450 cu. yds. maintenance rock appraised.
- Segment 3 – removal of approximately 20foot depth (posted) of trees along access road adjacent to sale.

BIDDING PROCEDURE: Sealed bids will be accepted. Bidding will be conducted on the amount to be paid as the purchase price for the "bid" species as shown above.

To qualify for bidding, bidders must submit a bid deposit at the time of the auction in the amount shown as "bid deposit" above. Bidder must also submit a completed "Certification of Eligibility

(NOTICE OF TIMBER SALE CONTINUED)

to Bid on County Timber" form. Bid deposits shall be made payable to Coos County and must be in the form of cash, cashier's or certified check, money order, surety bond, or irrevocable letter of credit. Bid forms, bid bond forms and eligibility to bid forms may be obtained from Coos County Forestry Dep't. and **must be submitted with the sealed bid.**

Bid deposits of unsuccessful bidders will be returned immediately following the auction.

TIE BIDS: In case of a tie, the high bidders, if otherwise acceptable to the County, will be asked to flip a coin to decide the winning bidder. If that is not convenient to the parties, the County will decide the matter on its own with a coin toss.

REQUIREMENTS OF SUCCESSFUL BIDDER: Formal award of the contract, as required by statute, will be made by the Coos County Board of Commissioners at the earliest practical date following the bid opening. Upon such award, the successful bidder will be sent a **Notice of Sale Award**, two copies of the contract and will be required to furnish Coos County with the following within 30 days of the successful bidder's receipt of such notice:

1. One properly executed copy of the contract, and the following in amounts as required by the contract:
2. The first installment payment.
3. The performance bond.
4. Evidence of insurance.

Failure to furnish these items, in an acceptable form, within the specified time may constitute cause for Coos County to withdraw this contract from sale and to require forfeiture of the bid deposit as damages.

GENERAL INFORMATION: All timber from this sale is subject to export restrictions as stated in Section 34 of Exhibit A, Standard Provisions (Log Export Provision).

The terms and conditions of this sale are contained in this notice, and in the contract form prepared for this sale.

Copies of the contract and other data relevant to this sale are available at the Coos County Forestry Department and Coos County Board of Commissioners offices in Coquille, Oregon.

Coos County may waive minor technicalities in the advertisement, bidding or contents of the contract pertaining to this sale, and may reject for good cause any or all bids if it is in the public interest to do so.

For further information, contact:

Coos County Forestry Dep't.
1309 West Central
Coquille, Oregon 97423
Phone 541-396-7750

SALE NO. : BH-1-24
 SALE NAME: OTTO CREEK
 APPRAISAL DATA

- Projects:
- 2 stations new road construction and 108 cu. yds. rock appraised.
 - 11 stations minor reconstruction and 568 cu. yds. rock appraised.
 - Access road rocking – 720 cu. yds. rock and 450 cu. yds. maintenance rock appraised.
 - Segment 3 – removal of approximately 20foot depth (posted) of trees along access road adjacent to sale.

Stumpage:

	<u>Douglas Fir</u>	<u>Spruce</u>	<u>Hemlock</u>	<u>Alder</u>
Pond Value	\$800.00	\$500.00	\$550.00	\$500.00
Less Logging Cost -	<u>\$328.00</u>	<u>\$328.00</u>	<u>\$328.00</u>	<u>\$328.00</u>
Stumpage	\$472.00	\$172.00	\$222.00	\$172.00

Douglas Fir, 4M & better grades, net scale	1423MBF x \$472.00 = \$671,656.00
Spruce, 4M & better grades, net scale	32MBF x \$172.00 = \$ 5,504.00
Spruce, Rough 3Mill, net scale	4MBF x \$ 50.00 = \$ 200.00
Hemlock, 4M & better grades, net scale	411MBF x \$222.00 = \$ 91,242.00
Alder, 4M & better grades, net scale	19MBF x \$172.00 = \$ 3,268.00
	\$771,870.00

County does not warrant or guarantee in any way estimates of timber, costs or values that may have been used in the preparation of this contract.

CRUISE VOLUME & APPRAISAL DATA

SALE NO. BH-1-24

SALE NAME: OTTO CREEK

CRUISE VOLUMES - MBF

<u>SPECIES</u>	<u>GRADE</u>	<u>VOLUME</u>
<u>Douglas Fir</u>	#2 Mill	1045MBF
	#3 Mill	<u>378 MBF</u>
Total Douglas Fir		1423 MBF
<u>Spruce</u>	#2 Mill	26 MBF
	#3 Mill	6 MBF
	Rough 3Mill	<u>4 MBF</u>
Total Spruce		36 MBF
<u>Hemlock</u>	#2 Mill	327 MBF
	#3 Mill	<u>84 MBF</u>
Total Hemlock		411 MBF
TOTAL CONIFER		1870 MBF
ALDER	152 Tons - Sawlogs, 8"+	19 MBF
TOTAL - ALL SPECIES		1889 MBF

Cruise method: 20% strip cruise, cruised in 32 foot logs. Min. DBH 10".
 Min. Top Diameter 8" or 40% DBH.

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SPECIAL PROVISIONS

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SALE NAME: OTTO CREEK

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EXHIBIT B

SPECIAL PROVISIONS

SECTION 1. DESIGNATED TIMBER

A. The timber designated for sale pursuant to Section 2 of Exhibit B, Special Provisions, is all timber located within the boundaries of the Harvest Unit, as posted, and as shown on Exhibit C, Harvest Unit Location Map.

B. The boundaries of the Harvest Unit are blazed and posted with "Timber Harvest Boundary" fluorescent pink ribbons.

SECTION 2. PURCHASE PRICES

The purchase prices to be paid for logs removed from the timber sale area under this contract shall be as follows for given species and log grades:

A.	Douglas Fir: No. 4 sawmill & better grades, net scale (Except as specified below in G & I) Special Cull, adjusted gross scale Peelable Cull, adjusted gross scale	\$ _____/MBF (Amt. Bid) \$ 200.00 /MBF \$ 150.00 /MBF
B.	Sitka Spruce: No. 4 sawmill & better grades, net scale (Except as specified below in G & I)	\$ 172.00 /MBF
C.	Hemlock: No. 4 sawmill & better grades, net scale (Except as specified below in G & I)	\$ 222.00 /MBF
D.	P.O. Cedar: No. 4 sawmill & better grades, net scale (Except as specified below in G & I)	\$ 150.00 /MBF
E.	Red Cedar: No. 4 sawmill & better grades, net scale (Except as specified below in G & I)	\$ 472.00 /MBF
F.	White Fir & Other Conifers: No. 4 sawmill & better grades, net scale (Except as specified below in G & I)	\$ 222.00 /MBF
G.	Rough 3 mill grade, net scale Douglas Fir Other Conifer (Except as specified below in I)	\$ 75.00 /MBF \$ 50.00 /MBF
H.	Conifer Utility logs if not removed on weight loads per I below, adjusted gross scale	\$ 32.00 /MBF
I.	Douglas Fir logs less than 20 board feet that are sorted as post and pole 3"-5" scaling diameter, not to exceed 24 feet in length, not mandatory for removal, may be removed at following price.	\$ 18.00 /Ton

- J. All utility (pulp) conifer logs not sorted as a post and pole to be removed from the sale area on a per ton basis must be decked separately and inspected by County prior to removal from the sale area and may require County signature on load ticket prior to removal. Sawmill grade logs less than 20 board feet which are removed on scale loads will be scaled and paid for at the contract prices (A-H above). \$ 5.00 /Ton
- K. Alder and other hardwoods: \$ 21.00 /Ton
Sawmill Grade, except as specified below in K
- L. Sawmill grade alder and other hardwood logs less than 30 board ft. and all utility (pulp) \$ 5.00 /Ton
hardwood logs not meeting the requirements for mandatory removal.
- M. Sawmill grade alder logs which are removed on scale loads will be paid for at the following price: \$ 172.00 /MBF

SECTION 3. PAYMENT SCHEDULE & LATE PAYMENTS

Timber shall be paid for in installments, as set forth in Subsections A and B below for timber removal, provided that minimum fixed amounts shall be paid in accordance with Subsection C of this provision.

A. The First Installment Payment. The first installment payment shall be in the amount of \$77,000.00, which installment shall be paid within 30 days of Purchaser's receipt of Notice of Sale Award, or prior to operations under this contract, whichever occurs first.

B. The Second & Subsequent Installments for Timber Removal. The second and subsequent installment payments shall be in the amount of \$154,000.00 each, and shall become due and payable when the value of timber removed from the timber sale area equals the sum of all payments made by Purchaser. Payment shall be made at such times as are necessary to provide that Purchaser has at all times paid in advance for timber removed from the timber sale area. If, in the opinion of County, an installment payment is due, based on log scale data and the number of loads hauled, Purchaser will be notified by invoice. Such invoice shall be paid by the stated due date.

C. Fixed Minimum Payment Schedule. Regardless of timber removal from the timber sale area, Purchaser shall make payment to County the following minimum amounts of the total sale value as of the dates given:

<u>FIXED AMOUNT PAYABLE</u>	<u>DATE DUE</u>
\$ (20%) , less the sum of all prior payments	SEPTEMBER 30, 2024
\$ (40%) , less the sum of all prior payments	DECEMBER 31, 2024
\$ (60%) , less the sum of all prior payments	JUNE 30, 2025
\$ (70%) , less the sum of all prior payments	SEPTEMBER 30, 2025

In the event that fixed payments made in accordance with this provision exceed the value of timber removed from the timber sale area, such excess shall constitute a credit to Purchaser against future installments due for timber removal on this contract.

D. Late Payments - Suspension of Operations - Interest Due. In the event that payments are not made when due, County may suspend operations on the timber sale area and Purchaser shall pay County 16% interest on the amount of any late payments, as accrued from the date due.

In the event that Purchaser cannot complete operations for any reason and requires a refund, County shall retain 15% of all fixed and installment payments made for loss of revenue to County.

SECTION 4. TOTAL PURCHASE PRICE

A. The total purchase price shall be based upon the prices set forth in Section 2 of Exhibit B, Special Provisions. The total purchase price shall be computed by multiplying the rates for each species as stated in Section 2 of Exhibit B, Special Provisions, by the reported log scale or weight for each species.

B. If the total purchase price is so determined to be less than the amount of all installment payments made by Purchaser to County, then County does hereby agree to cause a refund to Purchaser of such excess payment; however, if the total purchase price is so determined to be more than the total of all installment payments made to County by Purchaser, then Purchaser does hereby agree to make an additional payment to County in the amount of the deficit. Such additional payment shall be paid within 10 days following notification by County.

SECTION 5. OPERATIONS PLAN

Purchaser shall give County a minimum of 48 hours advance notice of intent to commence operations on the timber sale area and arrange to meet with County prior to operations to establish the following:

A. A production schedule providing for removal of timber prior to the completion date of the contract.

B. Plans for performance of required project work.

C. Arrangements for operating permit, brand, load ticket books and log scaling.

D. A review of each of the Special Provisions of this contract pertaining to operations hereunder and discussion of best management practices which may be required.

E. Purchaser shall inform County and get approval prior to any log hauling on days other than Monday – Friday.

F. If there is an absence of more than 2 weeks after start of operations, Purchaser shall notify County a minimum of 48 hours prior to subsequent return to work, unless waived by County.

SECTION 6. LOG REMOVAL

A. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 2 of Exhibit B, Special Provisions.

1. 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). Exceptions may be made for oversize “whitewoods” in excess of 55” diameter on the big end or other issues as needed. Discussions of exceptions to be determined during pre-work or when need arises, Section 5 Operations Plan.

2. Any hardwood log that meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, and containing 30 board ft. (net).
3. Any conifer log that meets the specifications of Special Cull or Peelable Cull grade.

B. For purposes of mandatory 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.

C. 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 merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling, yarding, and handling. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

D. Purchaser shall:

1. Remove all merchantable logs from the timber sale area, except as may be specified for “downed logs” under Section 12 (F) of Exhibit B, Special Provisions.
2. Remove all merchantable logs bucked from green standing timber prior to deterioration from sap rot.
3. Prevent loss of merchantable log volume through the application of proper felling and bucking.

E. Purchaser shall pay County for loss of merchantable log volume resulting from non-compliance with the above stated requirements. Such loss of merchantable log volume shall be paid for at the purchase prices stated in Section 2 of Exhibit B, Special Provisions hereof.

SECTION 7. TRUCK LOAD RECEIPTS & LOAD NUMBER TAGS

A. County shall furnish Purchaser with books of multi-part serially numbered log load receipts with a load number tag to be attached to each load. All loads shall be tagged as follows:

1. **Purchaser shall designate a person who is competent and continuously employed at the place of loading logs to prepare and issue a Truck Load Receipt and to attach a Load Number Tag to each load of logs prior to the removal of such load from the loading area. Mule train loads shall have two load tickets. Purchaser shall be responsible to make sure a means to attach tag is continuously available in the form of a stapler or tacks. Purchaser shall also provide a clear plastic covering for such tickets such as a “sandwich bag” during periods of inclement weather. For each load observed by County that has left loading area as defined by County without a load ticket, \$100.00 will be added to final billing.**

2. The truck driver shall sign the receipts for a given load of logs and retain the first copy of the receipts during transit of logs from the sale area to the point of log scaling. At the point of log scaling, the truck driver shall give this receipt to the third party log scaler.
3. The second copy of the Truck Load Receipts is to be retained in the bound form of the receipt book and kept until each book of receipts has been used, at which time such books, including the receipt copies, are to be given to County as directed by County.
4. The Load Number Tag, which is attached in the receipt book to each set of receipts, shall be securely attached to the front end of the logs of the load for which a receipt has been prepared. To the extent possible, this Load Number Tag shall be attached to the left front wing log of the load, so as the entire tag will be visible to a vehicle approaching the truck while in transit.
5. Purchaser shall account for each and every serially numbered log load receipt, and shall pay damages to County for all log load receipts not accounted for by proof of scaling. Damages shall 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.

SECTION 8. LOG SCALING AND ACCOUNTABILITY OF SCALE

A. All merchantable logs ("designated timber" under Section 6, Exhibit B of Special Provisions) from the timber sold under terms of this contract are to be scaled in accordance with the following instructions:

1. County will accept scaling done by the Columbia River, Mountain Western, Pacific, Northwest, or Yamhill log scaling and grading bureaus. Scaling by other parties or individuals will be accepted only with the prior consent of County.
2. 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.
3. Purchaser shall provide that the scaling of logs be performed in such a manner as to secure for County a current and accurate accounting of log volume removed from the timber sale area. All costs of scaling and all costs in connection with reports furnished to County shall be paid by Purchaser.

B. Purchaser shall furnish County evidence prior to log hauling from the sale area that instructions have been given as follows:

1. To Truck Drivers: To surrender Truck Load Receipts to third party log scaler. Any mule train log loads shall have 2 tickets (one for each trailer).
2. To Scaler: To enter the Truck Load Receipt Number on the accompanying log Scale Tickets, and to attach the Truck Load receipt to the Log Scale Tickets.
3. To Log Scaling Bureaus: To deliver to County copies of the log scale tickets as frequently as possible, but not less than once per week, and to deliver to County copies of Bureau Certificates as frequently as they become available.
4. Scaling Instructions: Purchaser agrees that County shall 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.

5. 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 - Oregon State Forestry Department Scaling Instructions".
6. Adjust Scaling Diameters and Lengths: (pencil buck) according to Westside "Oregon State Forestry Department Special Service Scaling Instructions". Any conifer log having a gross scaling diameter of less than 6" shall be pencil bucked for the purpose of determining the volume and grade of the log. For the purpose of this contract, to pencil buck shall mean the procedure of determining where the contract specified minimum diameter occurs on a log presented with a scaling end less than the contract specification, and determining the scaling length to that point. An example would be where the contract minimum is 6 inches and a log is presented with a 3 inch scaling diameter, the log is scaled as if the portion from the 3 inch end to where the log becomes 6 inches in diameter does not exist.
7. Logs Damaged During Handling: Mechanical damage to logs shall be prevented during log loading, unloading, and rollout. Deductions for damage occurring during these operations shall not be allowed.
8. Add-Back Volume: Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area shall not be allowed in determining net volume. Volume of material deteriorated due to delay in removal shall be reported to County and paid for at the contract price. Cost for separate reports shall be paid by Purchaser.
9. Measurement by Weight: For conifer logs less than 20 board feet and utility (pulp) conifer logs to be removed at the ton price shown in Section 2 of Exhibit B, Special Provisions, and all hardwood logs. The scales shall be State certified and sealed. The gross weight and the truck tare weight for each load shall be machine printed on the weight ticket. Scale operator shall enter the Truck Load Receipt Number on the accompanying Weight Scale Ticket, and attach the Truck Load receipt to the Weight Scale Ticket. Purchaser shall furnish these tickets to County as frequently as possible, but not less than once per week. County may approve the use of converting factors or special scaling procedures to accommodate removal of certain wood products.
10. For logs removed from sale area and not receiving approved scale as shown and required in Section 8 (A) County may at its discretion bill Purchaser triple the rate as specified in Section 2 of this contract.

SECTION 9. LOG BRANDING AND MARKING

A. All County timber originating from County timber sales shall be painted and branded with an assigned and registered brand before removal from the loading area as defined by County. Unless prevented by the size or condition of the wood, one end of all logs originating from County timber sales shall be hammer branded and one end shall be painted with a paint type and color determined by the County Forester and provided by Purchaser.

B. If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a County brand specifically used for this purpose and signifying the unprocessed timber is County timber ineligible for export. The County Forester's export restriction branding hammers can be obtained from the County Forester upon request.

C. Purchaser shall not have branding hammers on the timber sale area other than those issued by County in accordance with this section.

D. Purchaser shall be responsible for keeping secure and returning such brands to County within 30 days of completion of logging. County may charge Purchaser the sum of \$100.00 for any brand which is not returned for any reason.

SECTION 10. FELLING

A. Purchaser shall comply with the following requirement for felling:

1. Fell all trees and snags (except as designated for wildlife in Section 31 of Exhibit B, Special Provisions) which are 15 feet or more in height. This requirement also applies to brushy species such as vine maple, cascara, cherry, and willow.
2. Maximum stump height shall be 12 inches or 50% of stump diameter, whichever is greater. Heights will be measured on the uphill side.
3. Trees shall not be felled across timber sale boundaries unless authorized in writing by County. Any trees that fall across sale boundaries shall be yarded back into the sale area prior to limbing or bucking.
4. Flaggers/traffic control may be required during falling operations near roadways.

B. Purchaser shall employ the following timber cutting practices on the sale area(s), unless otherwise approved by County:

1. Trees shall be felled to the longest lay, using the necessary means (wedging, jacking, etc.) favoring a quartering uphill lead.
2. Trees shall not be felled across draws, over ridges, or across previously felled trees.
3. Trees that cannot be controlled into desired felling patterns (snags, rotten-butted trees, heavy leaners, etc.) shall be felled first and the direction of subsequently felled timber corrected accordingly.
4. Felling shall be done in a way as to comply with the intent of OAR 629-630-0600 (Felling: removal of slash).
5. Trees fell by mechanical means will be restricted to allowable ground based yarding areas and time periods unless authorized by County in writing.

SECTION 11. BUCKING

Prior to yarding, all merchantable tree segments are to be bucked in such a manner as to utilize the total length of such segments to the nearest one foot in merchantable length. "Long-butting" of sound logs will not be permitted. Flush cutting of log ends will not exceed 6 inches. Merchantable trees greater than 2 long log lengths (up to 40' each + trim) plus a top less than 8" in diameter shall be bucked so as not to exceed the fore mentioned restriction. This will include

those felled by mechanical means unless specifically waived by County in written form. Examples: A 2 ½ log tree + top would need one long log bucked off as would a 3 log tree. A 4 log tree would need 2 long log lengths bucked off as either 2 long logs or 1 segment containing 2 long logs. A 5 log tree would need to be bucked so no segment exceeds 2 long logs + a top less than 8" diameter. Any waiver to the above will be required to be in written form (letter, text, or email) from County Forester.

SECTION 12. YARDING

A. Shovel logging will be permitted during dry weather periods from May 15 to October 15 on those areas where slopes average less than 30% unless otherwise approved in writing by County Forester.

B. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal. If Purchaser chooses to shovel log those portions of the sale area where permitted, logging slash shall be shovel piled on the unit concurrently with logging at direction of County. Purchaser shall suspend ground yarding operations during periods of high soil moisture as determined by County. Skidder or dozer logging not permitted.

C. Cable yarding will be required on those areas where slopes average more than 30% and on the entire unit if logged during wet weather. Logs shall have at least one end suspended when yarding through the Harvest Area. "Lift trees" may be necessary to log some portions of the harvest area and to comply with the requirements of OAR 629-630-0700 (Yarding; Cable equipment Near Waters of the State).

D. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal.

E. If tailhold trees or guyline trees outside of the timber sale area are necessary to facilitate yarding operations, Purchaser must acquire written approval from County prior to their use. Upon approval, clearly mark each tree and take precautions to prevent damage to said trees including, but not limited to:

1. Using trees near the timber sale boundary that can be felled and yarded without causing damage to reserved timber.
2. Using tree plates, tires, or other suitable materials between cable straps and the tree to prevent scarring the tree.
3. Limiting notching of the tree – to prevent strap slippage – to less than 25 percent of the circumference of the tree, unless the tree has been approved to be cut and removed.

F. EXCEPTION TO YARDING REQUIREMENTS: County may designate material to be left as necessary to meet the requirements of ORS 527.676 ("Downed Logs").

SECTION 13. FIRE EQUIPMENT

During closed fire season, Purchaser shall provide an engine with a 1,000 gallon capacity, 2,000 feet of fire hose (1,000' of 1" and 1,000' of 1 1/2"), one gated wye valve, and two adjustable nozzles in constant readiness on the sale area. The engine must be self-filling and be able to travel fully loaded, under its own power, on all truck roads providing access to or within the sale area. Such equipment shall be credited toward requirements of OAR 629-043-0020 for water supply, hose, and nozzle. In addition to complying with the requirements of the Industrial Fire Protection Level systems, operator shall cease operation of all power driven equipment when relative humidity is less than 35%.

SECTION 14. TREATMENT OF SLASH

All landing/shovel piles shall be placed in stable locations, away from standing timber and public roads at direction of County. Piles shall be tight and free of earth.

SECTION 15. ADDITIONAL TIMBER

Additional timber may be designated for cutting and removal under terms of this contract, subject to the following:

A. County will permit the addition of timber upon request from Purchaser where it can be shown to be necessary to the required performance of other provisions of this contract.

B. County and Purchaser may agree to the addition of timber as necessary to:

1. Salvage nearby damaged timber.
2. Effectively implement modifications in details as provided for under Section 26 of Exhibit A, Standard Provisions.

Such additional timber will be sold at the purchase prices stated in Section 2 of Exhibit B, Special Provisions, unless a specific difference in the quality or logging cost of the added timber warrants an adjustment in the purchase price. If the added timber warrants an adjustment in purchase price, Purchaser and County shall negotiate an appropriate purchase price applicable to the added timber.

SECTION 16. SPECIAL PRODUCTS

Purchaser shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special products manufacturing on the sale area without prior written approval of County. Special products are any products not in log form manufactured from material having a price under the contract.

SECTION 17. ACCESS ROAD - ROAD MAINTENANCE

The timber sale areas will be accessed as follows: The existing Ted Ellingsen County Forest Road. This road is suitable for wet weather operation. 13 stations of existing dirt surfaced roads (Exhibit C, Harvest Unit Location Map) will require light reconstruction and rocking prior to use and 2 stations of new construction and rocking to access the sale area.

A. For the purposes of this provision, "access road" shall apply to that road from its junction with the Hwy 101, Milepost 550.1 to the southerly edge of the Unit. (As shown on Exhibit C, Harvest Unit Location Map).

B. During Purchaser's use hereunder, including use for "woody biomass removal" operations, Purchaser shall perform or contribute to the performance of road grading of the access road as may be necessary to maintain the road surface in its original condition. Such grading shall be done in that proportion which Purchaser's use of this road segment is to the total commercial use of the segment.

C. Upon completion of use of this segment, Purchaser shall grade the road surface to a smooth condition and clean ditches and culverts as directed by County and/or, waterbar, barricade and perform erosion control at direction of County.

D. Purchaser shall be responsible for the repair and cost of any specific damage done to the access roads as may be caused by Purchaser's operations including rock replacement. Purchaser shall not use rock road segments within or near the sale boundaries as a landing/platform or daily thoroughfare for the yarder, loader, delimeter, dozer, or any other similar piece of equipment during the logging operation without written permission of County.

E. A gate at beginning of the Ted Ellingsen Road is available for Purchaser's use. If Purchaser decides to use said gate and put a lock on it, Purchaser shall supply their own lock and give County 4 copies of the key to that lock or provide a key from which copies can be made for County use. There is one residence beyond the sale area. Purchaser must allow usage of Ted Ellingsen Road past sale area for owner.

SECTION 18. SPUR ROADS

Purchaser may construct additional spur roads and landings as necessary within the Harvest Unit. The location of such shall be subject to prior approval by County. If wet weather operation (Section 23) is planned, all rock will be furnished at Purchaser's expense unless otherwise approved by County in written form (letter, text, or email). Roads shall be built to minimum specifications shown in Section 19 of Exhibit B, Special Provisions unless waived by County. Upon completion of operations, Purchaser shall clean road ditches and grade the road surface to a smooth condition, or rip (to a minimum depth of 24 inches), water bar and barricade roads at County direction. Purchaser shall be solely responsible for maintenance of spur roads and landings. Landings will be constructed as to allow room for all equipment not including log trucks to operate on the landing.

SECTION 19. ROAD CONSTRUCTION SPECIFICATIONS

A. Construct those proposed roads as shown on Exhibit C, Harvest Unit Location Map, and as marked on the ground. The road routes are marked with orange Truck Road flagging. The roads are to be constructed on the route as marked on the ground unless other routes are approved by County and during time period June 1 – September 30 unless otherwise approved by County.

B. Minimum Specifications

Typical Cross Section With the Exception of Temporary Spur Roads



If through cut, both sides will be ditched accordingly.

Sub-grade & Surface Rock

Provide a crown of 4 to 6%

Ditch Depth

1 foot

GRADING:

Rock

Common - side slopes 50% and over

Common - side slopes less than 50%

Fill Slopes - Not steeper than

Back Slopes

(Vertical to 1/4:1)

(1/2:1)

(3/4:1)

(1-1/2:1)

Top of cut slope shall be rounded.

C. Clearing and Grubbing. This work shall consist of clearing, grubbing, removing, and disposing of all trees, snags, down timber, brush, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications:

1. Undisturbed stumps, roots, and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces of embankments are acceptable. All stumps shall be completely removed within the limits of required excavation. Stumps overhanging cut slopes shall be removed. Clearing and grubbing debris shall not be placed or permitted to remain in or under any road embankment sections. Clearing or grubbing debris shall not be left lodged against standing trees.
2. All danger trees, leaners, and snags outside the clearing limits, which could unpredictably fall and hit the road, shall be felled.

D. Turnouts. Turnouts shall be intervisible or as designated by County. Increase roadbed width an additional 8 feet for both subgrade and surfacing. Length shall be a minimum 50 feet, or as staked on the ground, plus 25 foot approaches at each end.

E. 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.

1. All suitable excavated material shall be used where possible for the formation of fills, shoulders, and drainage structure backfills. Embankment materials shall be

free of woody debris, brush, muck, sod, frozen material, and other deleterious materials. All fills and drainage structure backfills shall be machine compacted in lifts not to exceed 8 inches in depth.

2. Road 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.
3. Excess excavation shall not be sidecast where material will enter a stream course or where material will accumulate in areas deemed a high risk site by County. In areas deemed "high risk" by County, (near stream courses, head walls etc.), County may require end hauling of excavated material to a stable location designated by County. County may at its option, require "outslope" construction. Where outslope construction is required road subgrade shall be outsloped at 3 percent.
4. Upon completion of use, Purchaser shall rip, waterbar, barricade and perform erosion control (mulch and seeding) or clean ditches and culverts and grade road surface to a smooth condition as directed by County.

F. Subgrade. After subgrade construction completion subgrade shall be compacted with a vibratory roller with a roller width not less than 72". Entire subgrade will be passed over with roller coverage a minimum of 5 times.

G. Rock Surface. Rock surface will be rolled with a vibratory roller with a roller width not less than 72" as follows. Upon completion of application of base rock (36 yards per station) the entire rock surface will be rolled a minimum of 5 times. After application of cap rock (18 yards to the station) a minimum of 5 passes with a vibratory roller will be required on the entire surface.

H. "P" Line Survey Plat. N/A

SECTION 20. CULVERTS – INSTALLATION AND OTHER DRAINAGE

A. Furnish and install culverts as needed on roads identified on Exhibit C. County will credit Purchaser at the following rates for culvert and installation combined.

12" \$19.00 per linear foot.

18" \$25.00 per linear foot.

24" \$34.00 per linear foot.

B. Actual positioning of culverts shall be such as to best serve the natural drainage tendencies of the general "P" line locations.

C. Culverts shall be bedded, and adjacent fill dirt compacted so as to prevent displacement in the alignment of the culvert after culvert fill is completed.

D. County may require that culverts be removed and re-installed, if culvert shows serious displacement in alignment after installation.

E. Culverts shall have a minimum of one foot of fill over the culverts; or a minimum amount of fill equal to 1/2 the culvert diameter for culverts over 24" in diameter.

F. Culvert shall consist of galvanized corrugated steel pipe or double walled P.V.C. (for culverts 36" or less).

G. Culverts shall be a minimum of 18" in diameter unless otherwise specified by County.

H. Minimum gauges shall be:

12" to 24" Dia.: 16 gauge

30" to 36" Dia.: 14 gauge

I. Construct "ditch-outs" when feasible in locations that are favorable for relief of excessive ditch flow. Such locations will not allow excess to flow directly into waters of the State.

SECTION 21. ROAD MAINTENANCE ROCK

A. Following completion of logging, Purchaser (at its own expense) shall furnish, deliver and spread crushed quarry rock in accordance with the following:

B. Quantity: 450 cubic yards

C. Distribution:

Segment

Rate of Spread

As needed for duration of contract on existing
Rock roads. Operator damage due to using road
Surface for tracked equipment will not be included.

At direction of County

D. All rock must meet the Specifications shown in Section 22 of Exhibit B, Special Provisions.

SECTION 22. ROAD ROCK SPECIFICATIONS AND DISTRIBUTION

A. Rock Specifications. The rock shall consist of crushed quarry rock, conforming to industry standards for 2 1/2"-0.

B. Materials. The material shall be fragments of rock or other hard, durable particles crushed to the required size and a filler of finely crushed stone, sand, or other finely divided mineral matter. The material shall be free from vegetation and lumps of clay.

C. Quality and Grading Requirements. The stone base materials shall be crushed rock, including sand. The material from which base material is produced or manufactured shall meet the following test requirements:

1. Hardness – Test Method AASHTO T 96, 35% Maximum

2. Durability – Test Method ODOT TM 208

Passing No. 20 Sieve: 30% Maximum

Sediment Height: 4" Maximum

3. Sand Equivalent – Test Method AASHTO T 176, 30% Minimum

D. Grading Requirements.

Sieve	Percent Passing				
	4"-0	3"-0	2" 1/2-0	1 1/2"-0	3/4"-0
Size					
6"	100				
4"	95-100	100			

3"	-	95-100	100		
2 ½"	50-75	-	95-100		
2"	-	50-75	-	100	
1 ½"	-	-	50-75	95-100	
1"	-	-	-	-	100
¾"	-	-	-	50-75	95-100
½"	-	-	-	-	65-85
#4	10-30	10-30	15-40	10-40	20-50

The referenced sieve shall have square openings as set forth in AASHTO M 92, Woven Cloth Series. The determinations of size and gradings shall be as set forth in AASHTO T 27.

Distribution:

Segment 1
 2 Stations
 New Construction & Rocking
 Total Rock Base 72yds. Cap 36yds.

Rate of Spread
 Base 3" – 6" 36 yds./station
 Cap 2 ½" – 18 yds./station (must meet road rock specs. Sec. 22) Spread to approx. width of 12'

Segment 2
 7 Stations
 Light Reconstruction & Rocking
 Total Rock Cap 252yds.

Cap 2 ½" – 36 yds./station (must meet road rock specs. Sec. 22) Spread to approx. width of 12'

Segment 3
 20 Stations Rocking
 Total Rock Cap 720yds.

Cap 2 ½" – 36 yds./station (must meet road rock specs. Sec. 22) Spread to approx. width of 12'

Segment 4
 4 Stations
 Light Reconstruction & Rocking
 Total Rock Base 144yds. Cap 72yds.

Base 3" – 6" 36 yds./station
 Cap 2 ½" – 18 yds./station (must meet road rock specs. Sec. 22) Spread to approx. width of 12'

Total Rock all Segments Base 216yds. Cap 1080yds.

E. Purchaser is responsible for correct distribution of rock yardage per station.

F. Acceptance of Rock Source. County reserves the right to reject any rock source proposed for use under terms of this project, if in the opinion of County, evidence of rock quality is inadequate to insure the minimum rock quality specifications set for this project. Purchaser shall provide County with location of rock source and arrange for an on-site visit and inspection if requested by County.

G. Accountability. Purchaser shall provide County with an accurate record as to date and quantity of rock spread under terms of this project and shall include the following on the truck receipt: The quarry from which rock was obtained and destination (sale name) to which it was delivered.

SECTION 23. BARRICADES

Purchaser shall barricade and rip any fire trails, skid trails, or roads upon completion of use at direction of County. Such work shall be constructed as necessary to prevent future vehicular entry.

SECTION 24. PROJECTS - LOCATION

Purchaser shall perform and complete the projects listed hereunder in accordance with the specifications set forth in this contract and instructions pertaining thereto from County. The locations of the projects are shown on Exhibit C, Harvest Unit Location Map, or otherwise specified. All materials shall be furnished by Purchaser unless otherwise specified.

SECTION 25. PAYMENT OF CREDITS

A. In the event that credits become due either County or Purchaser as a consequence of modifications of contract details, payment for such credit shall be accounted for by means of an adjustment in the last installment payment due on this contract.

B. County shall be entitled to a credit for any project work which is not completed by Purchaser, where the value of such project work was used in a determination of the original minimum acceptable bid. Such incomplete work shall be valued at the original appraised values used by County.

SECTION 26. CLEANING OF LOGGING EQUIPMENT

To help prevent the spread of noxious weeds, Purchaser and/or its operators must thoroughly wash logging equipment prior to entering County Forest lands.

SECTION 27. ADJACENT PROPERTY

Roseburg Resources on the entire east boundary. Private property entire south boundary. Purchaser or it's subcontractor shall not enter either of these properties without written permission from the landowner. All other lands are County Forest Land.

SECTION 28. PROTECTION OF PROPERTY CORNERS

Purchaser shall take care not to damage property corners which are identified on Exhibit C, Harvest Unit Location Map, and flagged on the ground.

SECTION 29. OREGON FOREST PRACTICES ACT/WRITTEN PLANS

Purchaser shall be responsible for any and all penalties including but not limited to: fines, civil penalties and/or costs of corrective actions imposed under ORS 527.990 and 527.992 for non-compliance with any Forest Practices rules in effect at the time of harvest.

SECTION 30. WILDLIFE TREES AND SNAGS

Wildlife trees/snags, whether located singly or in clumps, and which are inside the posted unit boundary are painted on at least two sides with a yellow "W". Such trees are to be protected during the logging operation.

SECTION 31.

HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES

A. “Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC §2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by environmental laws.

B. Purchaser will be held responsible for any and all releases of environmental pollution during performance of the contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Purchaser agrees to promptly dispose of such spills or leaks to the satisfaction of the County Forester and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the County. Further, Purchaser shall at all material times hereto, including after termination of this Contract, where applicable, comply with all federal, state, local laws or regulations including, but not limited to, all environmental laws.

C. Purchaser shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of time, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material. Nothing in this section shall limit Purchaser’s liability or responsibility under Section 26 of Exhibit A, Standard Provisions, “Insurance” of this contract.

D. Purchaser shall report all reportable quantity releases 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 ORS 466.605 or OAR 340-142-0050 for petroleum products. Upon discovery, regardless of quantity, Purchaser must telephonically report all releases to the County Forester. A written follow-up report shall be submitted to the County Forester within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

1. Description of items released (identity, quantity, and all other documentation required by law);
2. Whether amount of items released is EPA/DEQ reportable, and if so, when it was reported;
3. Exact time and location of release, including a description of the area involved;
4. Containment procedures initiated;
5. Summary of communications about the release Purchaser has had with members of the press, or State or County officials other than the County Forester;

6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue; and
7. Personal injuries or property damage, if any, resulting from, or aggravated by, the release.

SECTION 32. INDEMNIFICATION

Except to the extent caused by the gross negligence or willful misconduct of County, Purchaser agrees to indemnify, defend and hold County harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resources damages) that may be imposed on or incurred by or asserted against County by reason of any of the following occurrences during the term:

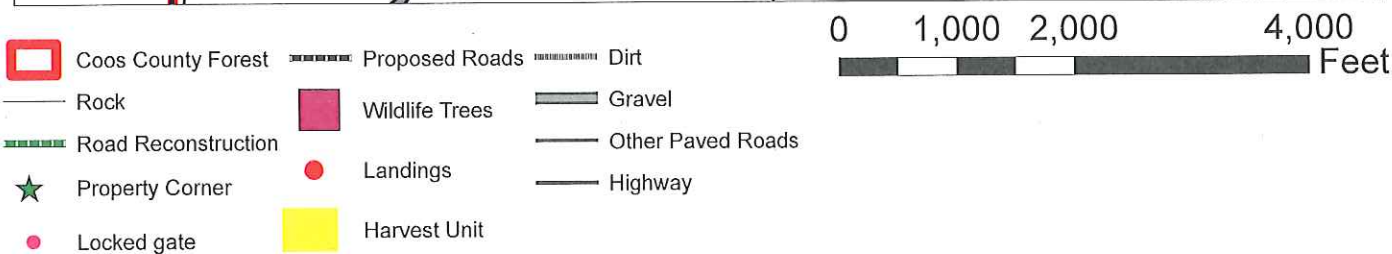
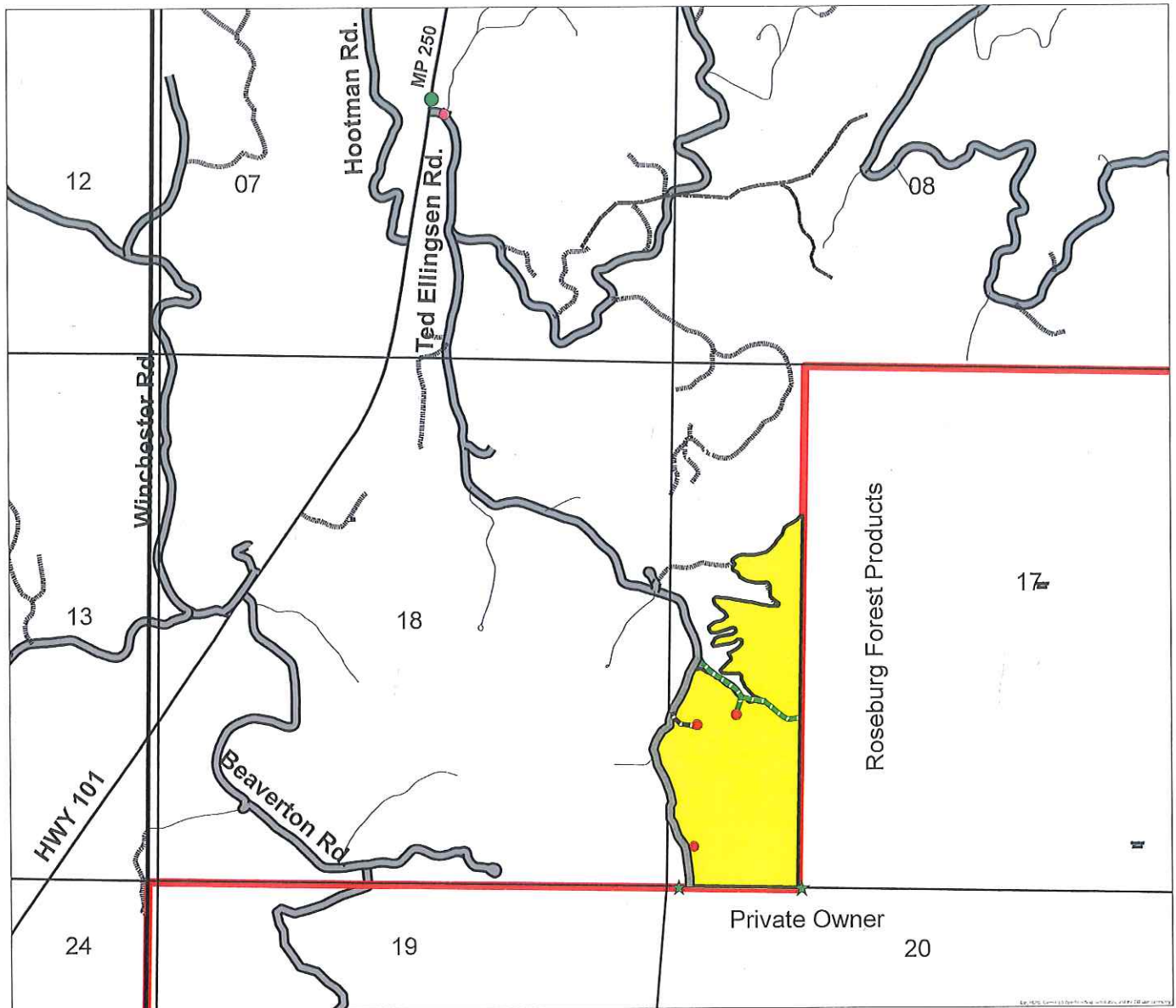
1. Any work or thing done, in, on, or about all or any part of the Premises by Purchaser or any party other than County.
2. Any negligence on the part of Purchaser or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
3. Any accident, injury, or damage to any person or property occurring in, on, or about the Premises, even if caused in part by the negligence of County, but only up to the limits of Purchaser's liability insurance coverage with respect to any such negligence of County; and
4. Any failure of Purchaser to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Contract requires Purchaser to comply with or to perform, including without limitation Purchaser's compliance with the Legal Requirements and the release of Hazardous Substances in violation of environmental laws.

This Section 32 will survive the termination or revocation of this Contract.

Exhibit "C"
Page 1-4
Coos County Timber Sale BH-1-24
Otto Creek
Approximate acres 78
Location: Portions of SEC 17 + 18, T 27 S, R 13 W



All Proposed Road Locations are Approximate





----- Segment 1 - 200'
 36 yds Base Rock
 18 yds Top Rock
 Per Station

----- Segment 2- 700' Spur
 36 yds Top Rock Per Station

----- Segment 2 - 20 stations
 36 yds Top Rock Per Station

----- Segment 4- 400' Spur
 36 yds Base Rock
 18 yds Top Rock
 Per Station

Exhibit "C"

Page 2-4

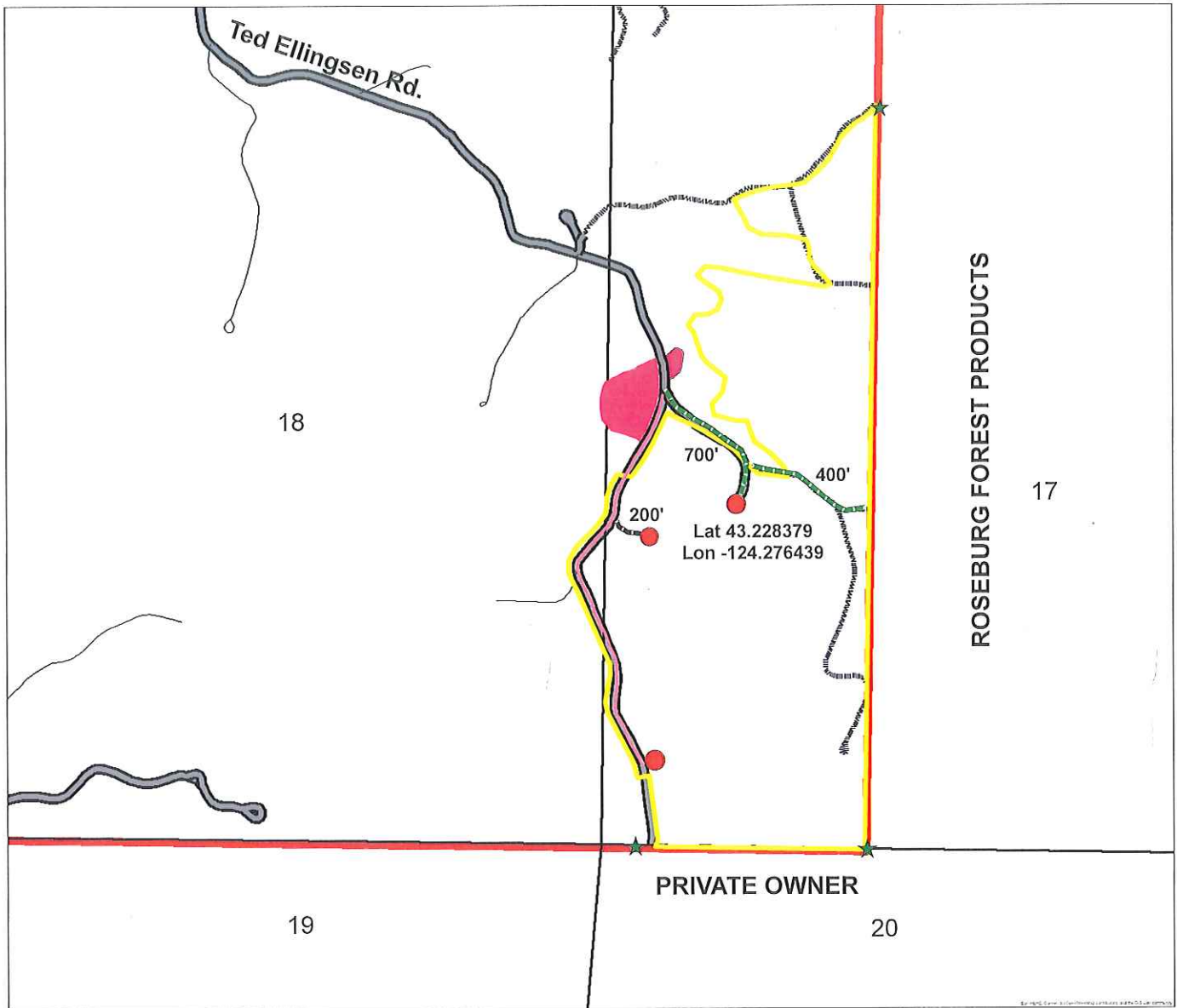
Coos County Timber Sale BH-1-24

Otto Creek

Approximate acres 78

Location: Portions of SEC 17 + 18, T 27 S, R 13 W

All Proposed Road Locations are Approximate



- | | | |
|---------------------|----------------|-------------------|
| Coos County Forest | Proposed Roads | Dirt |
| Rock | Wildlife Trees | Gravel |
| Road Reconstruction | Landings | Other Paved Roads |
| Property Corner | Harvest Unit | Highway |
| Pullout | | |





Segment 1 - 200'
36 yds Base Rock
18 yds Top Rock
Per Station

Segment 2 - 700' Spur
36 yds Top Rock Per Station

Segment 2 - 20 stations
36 yds Top Rock Per Station

Segment 4 - 400' Spur
36 yds Base Rock
18 yds Top Rock
Per Station

Exhibit "C"

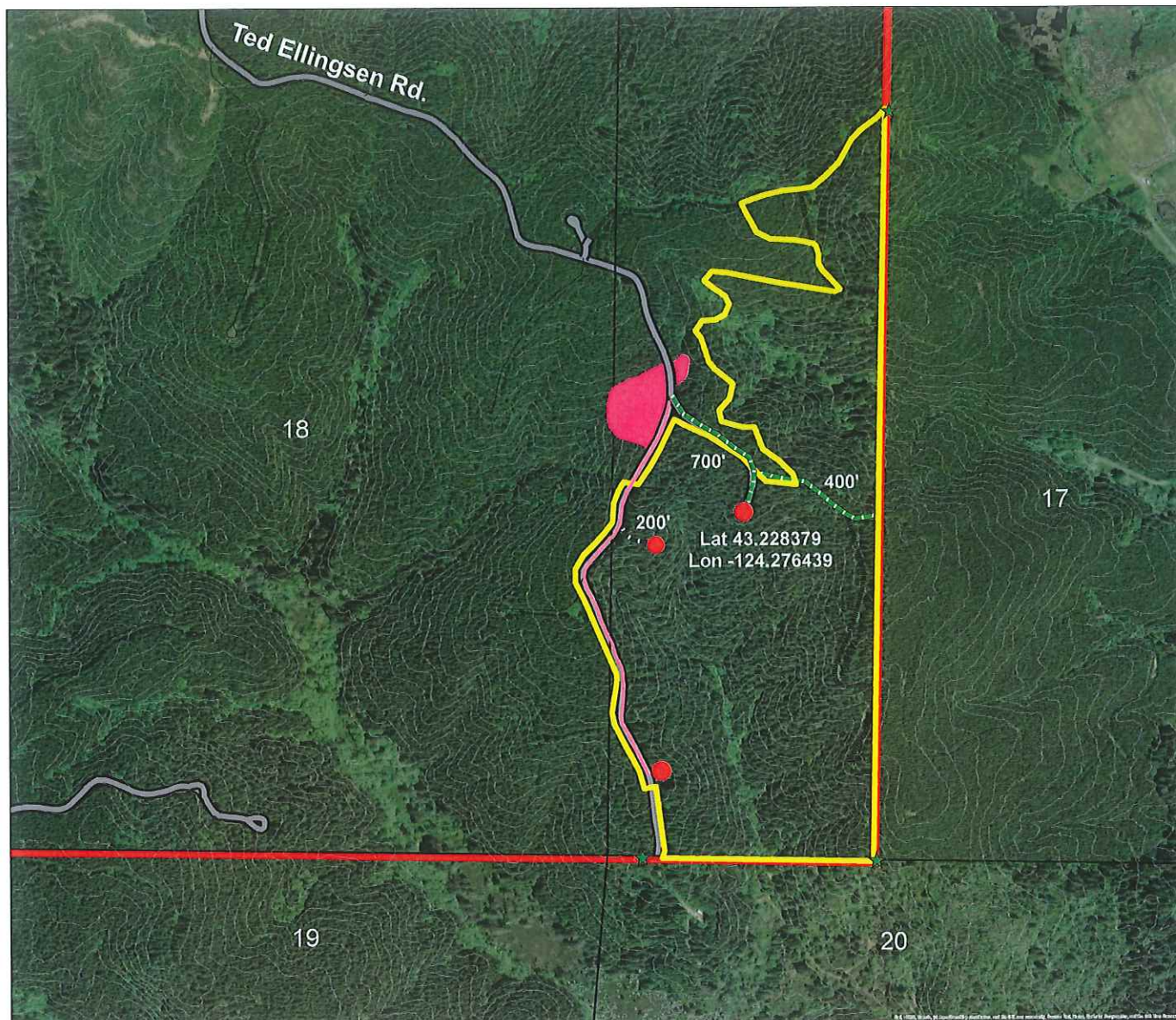
Page 3-4

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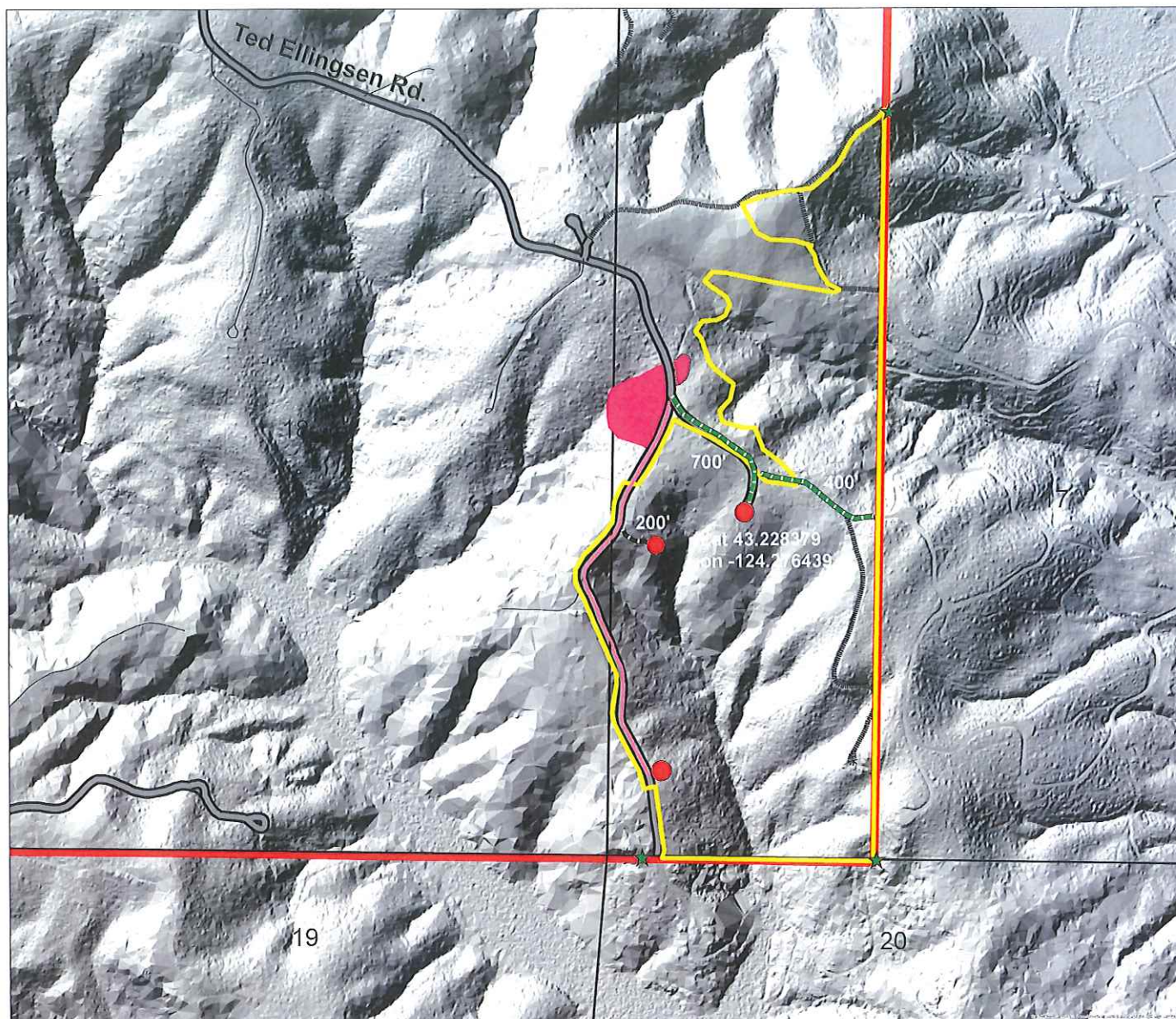
Page 4-4

Coos County Timber Sale BH-1-24 Otto Creek

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