

**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: August 5th, 2026, 10:00 a.m., at the Owen Building, 201 N. Adams St., Coquille, Oregon

SALE NO.: DC-3-26 **SALE NAME:** YELLOW JACKET RIDGE

LOCATION: Portions of section 29, T26S, R11W, W.M., Coos County, OR.

<u>BID SPECIES:</u>	<u>CRUISE VOLUMES</u>	<u>MINIMUM PRICES</u>
Douglas Fir	200MBF	\$514.00/MBF, #4 mill & btr.
<u>No-bid Species:</u>		
Hemlock	16MBF	\$264.00/MBF, #4 mill & btr.
Red Cedar	13MBF	\$464.00/MBF, #4 mill & btr.
Total Volume	229MBF	

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

COMPLETION DATE OF CONTRACT: DECEMBER 31, 2027

AMOUNT OF BID DEPOSIT: \$11,000.00

AMOUNT OF PERFORMANCE BOND: \$22,00.00

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

PROJECT WORK: Road Maintenance

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 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.

(NOTICE OF TIMBER SALE CONTINUED)

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

CRUISE VOLUME & APPRAISAL DATA
SALE NO. DC-3-26
SALE NAME: YELLOW JACKET RIDGE
CRUISE VOLUMES - MBF

<u>SPECIES</u>	<u>GRADE</u>	<u>VOLUME</u>
<u>Douglas Fir</u>	3Peeler	18MBF
	Spec. Mill	8MBF
	#2 Mill	14MBF
	#3 Mill	<u>160MBF</u>
Total Douglas Fir		200MBF
 <u>Hemlock</u>	#2 Mill	15MBF
	#3 Mill	<u>1MBF</u>
Total Hemlock		16MBF
 <u>Red Cedar</u>	#2 Mill	5MBF
	#3 Mill	<u>8MBF</u>
Total Red Cedar		13MBF
 TOTAL - ALL SPECIES		229MBF

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

SALE NO. : DC-3-26
SALE NAME: YELLOW JACKET RIDGE
APPRAISAL DATA

Projects: Road maintenance after completion of harvest unit.

Stumpage:

	<u>Douglas Fir</u>	<u>Hemlock</u>	<u>Red Cedar</u>
Pond Value	\$800.00	\$550.00	\$750.00
Less Logging Cost -	<u>\$286.00</u>	<u>\$286.00</u>	<u>\$286.00</u>
Stumpage	\$514.00	\$264.00	\$464.00

Douglas Fir, 4M & better grades, net scale	200MBF x \$514.00 = \$102,800.00
Hemlock, 4M & better grades, net scale	16MBF x \$264.00 = \$ 4,224.00
Red Cedar, 4M & better grades, net scale	13MBF x \$464.00 = \$ 6,032.00
	<u>\$113,056.00</u>

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.

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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.
- C. Approximately 1.5 acres of the harvest unit is located on FIA Timber Company property. Coos County Forestry will purchase the timber from FIA Timber Company prior to operations beginning. All timber located within the sale boundary shall be considered Coos County Forestry.

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 \$_____/MBF
(Except as specified below in G & I) (Amt. Bid)
Special Cull, adjusted gross scale \$ 200.00 /MBF
Peelable Cull, adjusted gross scale \$ 150.00 /MBF
- B. Sitka Spruce: No. 4 sawmill & better grades, net scale \$ 250.00 /MBF
(Except as specified below in G& I)
- C. Hemlock: No. 4 sawmill & better grades, net scale \$ 264.00 /MBF
(Except as specified below in G & I)
- D. P.O. Cedar: No. 4 sawmill & better grades, net scale \$ 250.00 /MBF
(Except as specified below in G & I)
- E. Red Cedar: No. 4 sawmill & better grades, net scale \$ 464.00 /MBF
(Except as specified below in G & I)
- F. White Fir & Other Conifers: No. 4 sawmill & better grades, net scale \$ 264.00 /MBF
(Except as specified below in G & I)
- G. Rough 3 mill grade, net scale
Douglas Fir \$ 75.00 /MBF
Other Conifer \$ 50.00 /MBF
(Except as specified below in I)
- H. Conifer Utility logs if not removed on weight loads per I below, adjusted gross scale \$ 75.00 /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) are not mandatory for removal, but may be removed at following price. \$ 32.00 /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: \$ 33.00 /Ton
Sawmill Grade, except as specified below in L
- 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: \$ 264.00 /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 \$11,000.00, 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 \$22,000.00 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	JANUARY 31, 2027
\$ (40%) , less the sum of all prior payments	APRIL 30, 2027
\$ (60%) , less the sum of all prior payments	OCTOBER 31, 2027

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. If a ticket is voided for any reason keep the receipt and tag in book the voided ticket originated from. If a voided ticket is removed/missing contact County representative immediately. More than one offense may require remedial steps including but not limited to monetary or cease of operation.
6. Used ticket books must be returned to County within 5 business days of completion of last ticket in book. All unused ticket books must be returned no more than 10 business days upon completion of last load hauled.

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 felled 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. Limbing will be limited to only what is necessary to facilitate bucking.

SECTION 12. YARDING

A. Shovel logging will be permitted during dry weather periods from May 1 to November 1 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, or upon mutual agreement.

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 County Forest road that leaves Fairview Rd at the 16.5 mile marker, (Exhibit C, Harvest Unit Location Map). This road is not suitable for wet weather operation; an existing dirt surfaced road (Exhibit C) will be required to access the sale area. This is a “dry weather” sale.

- A. For the purposes of this provision, "access road" shall apply to that road from its junction with the Fairview Road to the westerly edge of the Unit. (As shown on Exhibit C).
- B. During Purchasers 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, Coos County’s portion of road shall be graded 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. A portion of the dirt surfaced road is FIA Timber Company’s, this portion will need to be graded to a smooth condition and water barred, approval of the maintenance work will be required by FIA (See Exhibit C).
- 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, delimber, dozer, or any other similar piece of equipment during the logging operation without written permission of County.
- E. A gate at milepost 16.5 on the west side of Fairview Rd is available for Purchasers use. The gate is to be locked by the last person leaving the sale area daily. The County shall supply 2 keys to that lock. Purchaser can make copies to loan to their contractors. If keys are used for entry for reasons other than direct completion of this contract those persons will be trespassed from County Forest for a term not less than 2 years, and will be subject to legal consequences.

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
N/A

SECTION 20. CULVERTS – INSTALLATION AND OTHER DRAINAGE
N/A

SECTION 21. ROAD MAINTENANCE ROCK
N/A

SECTION 22. ROAD ROCK SPECIFICATIONS AND DISTRIBUTION
N/A

SECTION 23. WET WEATHER OPERATION/ADDITIONAL ROADS
N/A

SECTION 24. 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 25. 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 26. 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 27. 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 28. ADJACENT PROPERTY
FIA Timber Company to the North and West, a private owner to the East. Purchaser or it's subcontractors shall not enter that private property to the east without written permission from the land owner.

SECTION 29. PROTECTION OF PROPERTY CORNERS

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

SECTION 30. PROTECTION OF STREAMS AND WETLANDS

N/A

SECTION 31. 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 32. 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 33. 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 33 will survive the termination or revocation of this Contract.