

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

AGENDA REQUEST FORM

DATE: 7/18/2025

REQUESTED MEETING DATE: 7/23/2025 LENGTH OF TIME: 10 minutes

DEPARTMENT DEADLINE: _____

NAME: Riley Baker

DEPARTMENT: General Services

REVIEW FOR LEGAL SUFFICIENCY OBTAINED: YES NO NA

FINANCE REVIEW: YES NO NA

PROJECT REQUEST FORM SUBMITTED: YES NO NA

AGENDA REQUEST MADE TIMELY: YES NO (IF NO, DESCRIBE EMERGENCY, BELOW)

ITEM REQUEST WILL BE FOR (SELECT ALL THAT APPLY):

- | | | |
|---|---|--|
| <input type="checkbox"/> Information Only | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Executive Session Under |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Report | ORS 192.660(2)(<u> </u>) |

Brief Description of Topic To Be Discussed:

In 2022 the Board approved moving ahead with the Carcus Creek timber harvest. Phase 1 of that harvest was completed in 2023. Phase 2 of that harvest is now set to proceed. Evenson Logging is mobilized in the area and is offering favorable terms to perform the logging. The Board is requested to approve a contract with Evenson for that work

Description of Attached Documents:

Proposed logging contract

Description of Why Agenda Request Made Late (if applicable):



DATE: July 18, 2025
TO: Board of Commissioners
FROM: Riley Baker, General Services Director
RE: Carcus Creek logging

Commissioners,

General Services requests the Board's approval for a special procurement for logging services in the Carcus Creek Forest. Evenson logging is currently planning to log property adjacent to the Carcus Creek Forest and is willing to perform the logging required by the County at the same time. This presents several advantages to the County including savings in the cost of road permits and mobilization.

This proposal has been recommended by Oregon Natural Forestry, the consultant the County retained to conduct this sale. They have verified that the charges proposed by Evenson for providing these services are reasonable and competitive. Because of the unique circumstances of this arrangement and the assurance that the pricing is reasonable and competitive, approval of this request is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts.

Attached is a detailed plan from Evenson logging on how the Carcus Creek logging will be carried out based off their recommendations and planning. This provides additional details confirming the savings to the County if this special procurement is approved.

Thank you.

Riley Baker
Director General Services

Sale Name: Carcus Creek #2

COUNTY name: Columbia County

COUNTY'S address: 230 Strand Street, St. Helens, Oregon 97051


Section 100. Signatures of Contract Parties. This Contract (the "Contract") is by and between the **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and **EVENSON LOGGING COMPANY**, hereinafter referred to as "LOGGER". The Contract shall be effective as of the latest date signed below. The parties do hereby agree as follows:

- (1) Signature of COUNTY means they are authorized to make all representations, attestations, and certifications contained in this Contract and all addenda, if any, issued, and to execute this Contract.
- (2) Signature on behalf of LOGGER means the signee is a duly Authorized Representative of the LOGGER, has been authorized by LOGGER to make all representations, attestations and certifications contained in this Contract and addenda, if any, issued, and to execute this Contract on behalf of LOGGER.
- (3) LOGGER, acting through its Authorized Representative, has read, understands, and agrees to all Contract instructions, specifications, and terms and conditions contained in this Contract document (including all listed and addenda, if any, issued).
- (4) LOGGER is bound and shall comply with all requirements, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued).
- (5) LOGGER shall furnish the designated item(s) and/or service(s) in accordance with the specifications and requirements of this Contract.

The COUNTY hereby awards the Contract to the above LOGGER for the item(s) and/or service(s) contained in the Contract, including all terms, conditions, and specifications. The Parties have affixed their signatures and this Contract takes effect as of the latest date indicated below.

EVENSON LOGGING COMPANY

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: 
David Evenson
President

By: _____
Kellie Jo Smith, Chair

Date: 7/17/25

By: _____
Casey Garrett, Commissioner

Approved as to form

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

Date: _____

Section 110. Definitions of Terms.

Area of Operation – the locations where LOGGER performs the Operations described in the Contract.

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

Clean-up – the removal of debris and rubbish from the Timber Sale Area and not the removal of logs.

Contract – the entire written agreement between the parties, including but not limited to specifications, terms and conditions, Exhibits, Operations Plan, change notices, if any, and the accepted bid.

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

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

Log Load Receipt Book – a book issued by the COUNTY used for log load accountability.

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

MBF – thousand board feet

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

Operations Plan – the document by which LOGGER notifies COUNTY of the plans and schedule for completing the Operations described in the Contract. It also contains the names of the subcontractors, LOGGER's Authorized representatives, and COUNTY's Authorized Representatives.

Permit – any Permit required by a federal, State, or local governmental agency before Operations under this Contract may lawfully begin or continue.

Pre-Operations Meeting – the initial meeting between the Authorized Representatives of LOGGER and COUNTY to discuss operational issues and requirements of the Contract, and to identify the elements to be addressed in the Operations Plan.

Project Location – the points or areas designated as such on Exhibit A and located on the ground by reference to points, stations, natural land features, Improvements, or area boundary signs. The location(s) where project activities occur.

Project Work – work required of the LOGGER in addition to normal log removal and hauling activities.

Pulp – any log that does not meet the minimum requirements for removal in Section 1100, Log Removal.

LOGGER's Authorized Representatives – the representatives authorized by LOGGER to receive any notice or instructions from COUNTY on behalf of LOGGER and to take action required in regard to performance of LOGGER under the Contract. LOGGER's Authorized Representatives are identified in the Operations Plan.

Slash – all woody debris resulting from logging Operations, construction of roads, or other improvements.

Snag – a standing dead tree, or portion of a tree, from which most of the foliage and limbs have fallen.

SUB – Submerchantable materials. SUB, as used by COUNTY, references that material containing at least 10 board feet (net) but less than the lower merchantable net volume limit of grade requirements for other merchantable material, as defined in Section 1100, "Log Removal."

Timber Harvesting Operations – activities conducted by the LOGGER on a timber sale to remove logs from the woods. These activities can include, but are not limited to felling, bucking, Yarding, loading and hauling.

Timber Sale Area – the area designated as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, Improvements, or sale boundary markers. It is the entire area encompassing the material that is required to be harvested.

TPSO (Third Party Scaling Organization) – a scaling organization not affiliated with either the LOGGER or COUNTY.

Unsurfaced Road – A road in which the running surface consists of the same materials as the surrounding native soils. Unsurfaced roads may also include those roads that have had some minimal surfacing added but are inadequate for use during wet weather as determined by COUNTY.

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

Section 120. Description of Area. COUNTY desires to have logged and removed from that area designated and described in "Designated Timber," which for all purposes of this Contract is hereinafter referred to as "timber." The location of Designated Timber is shown on Exhibit A.

Section 130. Affirmation of Ability. LOGGER represents to COUNTY that it is fully acquainted with the requirements of the COUNTY, that it understands this agreement; that he is competent and responsible, that he owns or controls the use of equipment adequate to perform the road construction, logging and decking, brush disposal, and hauling herein contemplated.

Section 150. Examination of Plans, Exhibits, and Areas of Operations. LOGGER acknowledges and agrees that, before submitting a bid, LOGGER (i) has made a careful examination of the terms and conditions of the Contract; (ii) has become fully informed as to the quality and quantity of materials and the character of the Operations required; and (iii) has made careful examination of the Areas of Operations and the location and conditions of the Operations, including the sources of supply for materials. COUNTY will in no case be responsible for any loss or for any unanticipated costs that may be

suffered by LOGGER as a result of LOGGER's failure to acquire full information in advance in regard to all conditions pertaining to the Operations.

Section 160. Commencement of Work. LOGGER shall not commence work under the Contact until COUNTY provides written notification to LOGGER that COUNTY has received and accepted the following:

- (a) The performance bond required under "Performance Bond"; and
- (b) The certificate of insurance required under "Insurance," subpart (i);

Further, LOGGER shall not commence work under the Contract until LOGGER has attended the Pre-Operations Meeting and COUNTY has approved the Operations Plan as specified in "Operations Plan."

Section 170. Completion Date of Contract. Time is of the essence in this Contract. LOGGER shall complete and fully perform all Operations under this Contract no later than **October 31, 2025**, unless the term of the Contract is extended in accordance with "Extension of Time." LOGGER may be required to perform uncompleted Contractual obligations at a time later than stated above or in "Extension of Time." COUNTY shall notify LOGGER in writing of these obligations and their required completion date. Upon completion of final Operations, LOGGER shall notify STATE as required under "Inspection and Acceptance." The Contract will not be complete until COUNTY has inspected and accepted LOGGER's performance as specified in "Inspection and Acceptance."

Section 180. Pre-Operations Meeting. LOGGER shall meet with COUNTY prior to COUNTY approval of the initial Operations Plan required by "Operations Plan," and prior to commencement of operations, to discuss Contract matters, including protection of the Timber Sale Area resources and to identify key issues to be addressed in the Operations Plan.

Section 190. Operations Plan. LOGGER shall prepare an Operations Plan for all Operations to be conducted under this contract and shall submit the plan to COUNTY at least fifteen (15) calendar days prior to commencement of any Operations. This plan shall be prepared on a form provided by COUNTY, and shall be used for all types of Operations, including road maintenance, Project Work, logging, and post-harvest requirements. In addition to the Pre-Operations Meeting required by "Pre-Operations Meeting," COUNTY may require an on-site meeting prior to approval of the Plan, to be attended by LOGGER, subcontractor, and COUNTY. COUNTY's approval of the Plan must be obtained prior to commencement of any Operations. Upon approval by COUNTY, the Operations Plan(s) shall automatically be incorporated into, and made part of, this Contract as Exhibit B. Each Operations Plan shall be dated.

LOGGER shall notify COUNTY prior to any period of inactivity of Operations for more than three (3) days, and again prior to resumption of Operations.

Section 230. Insurance. LOGGER shall secure, at LOGGER's expense, and keep in effect during the term of this Contract, the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificates required below that COUNTY shall be given not less than thirty (30) days' notice of any cancellation, material change, or intent not to renew such policy. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to COUNTY. LOGGER shall be financially responsible for all deductibles included hereunder.

The coverage shall be as follows:

- (a) Commercial General Liability insurance covering personal injury, death, and property damage of destruction in an amount not less than \$2,000,000 combined single limit per occurrence and an amount not less than \$2,000,000 per aggregate, with Contractual liability coverage to include all Contracts involving the work to be performed under this Contract, Premises Operations, Products and Completed Operations, and Independent Contractors. Required coverage shall be for explosion, collapse, and underground damage if blasting or excavation is required to be performed under the Contract. **Excess or Umbrella Liability policies may be used in combination with the Commercial General Liability insurance to cover the required liability limits.**
- (b) Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit per accident. This required insurance coverage shall include Business Automobile, an endorsement for auto pollution, and shall cover pollutants such as fuel tanks carried in vehicles. **Excess or Umbrella Liability policies may be used in combination with the Automobile Liability insurance to cover the required liability limits.**
- (c) Loggers Broad form coverage in an amount of not less than \$1,000,000 for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of LOGGER, employees, Contractors, subcontractors, and others working or acting for LOGGER.
- (d) Workers Compensation insurance as statutorily required for persons performing work under the Contract
- (e) Primary Coverage. Insurance carried by LOGGER under this Contract shall be primary coverage, and the COUNTY's insurance is excess and solely for damages or losses for which the COUNTY is responsible.
- (f) "Tail" or "Basis of Occurrence" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace if less than 24 months. LOGGER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, LOGGER shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.
- (g) The Commercial General Liability insurance and the Automobile Liability insurance required under this Contract shall include the COUNTY, their officers, agents, employees, and members as additional insured. **The following language shall be used for naming additional insureds:**

ADDITIONAL INSURED: Columbia County, their officers, employees and agents as Additional Insureds but only with respect to LOGGER's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- (h) As evidence of the insurance coverage required by this Contract, LOGGER shall furnish a certificate or certificates of insurance including all of the foregoing coverages to COUNTY. LOGGER must provide this proof of insurance to COUNTY before the Contract period begins and prior to the commencement of work.

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

Section 240. Authorized Representatives. During any period of Operations, LOGGER shall have a designated representative(s) available to COUNTY on the Timber Sale Area or Project Location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from COUNTY on behalf of LOGGER and to take any action required in regard to performance of LOGGER under this Contract. COUNTY shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the Operations and issue instructions in regard to performance under the terms of this Contract. Authorized representatives of COUNTY and LOGGER shall be designated in the Operations Plan.

Section 250. Inspection and Acceptance. COUNTY and its authorized and designated representative shall at all times be allowed access to all parts of the Operations and Areas of Operations of LOGGER, as COUNTY may determine to be necessary or desirable to make a complete and detailed inspection of the Operations and LOGGER's compliance with all terms and conditions of this Contract. COUNTY shall be furnished operation progress status or other information and assistance by LOGGER, or Authorized Representative(s), as COUNTY may determine necessary to permit COUNTY to verify LOGGER's compliance with all terms and conditions of this Contract.

LOGGER shall notify COUNTY in writing upon completion of final Operations. COUNTY will inspect the Operations completed by LOGGER within twenty (20) business days after receipt of written notification that final Operations are complete. Following inspection, COUNTY shall notify LOGGER in writing of COUNTY's acceptance of LOGGER's performance of the Contract or, if LOGGER's Operations are not acceptable to COUNTY, shall advise LOGGER in writing of the particular defects to be remedied before final acceptance by COUNTY can be granted.

Section 260. Assignment of Contract. LOGGER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part.

Section 270. Subcontracting. LOGGER acknowledges and agrees that if LOGGER subcontracts all or any part of the Operations, such subcontracting shall in no way relieve LOGGER of any responsibility under this Contract.

Section 280. Conditions of Areas of Operations. Use of Areas of Operations. LOGGER shall follow the COUNTY's Authorized Representatives' instructions, if any, regarding use of the Areas of Operations. COUNTY reserves the right to issue written authorization to others to use the Areas of Operations when, in the determination of COUNTY, such use will not materially interfere with the Operations of LOGGER. During the term of this Contract, COUNTY reserves the right to sell any products of materials from the Areas of Operations, provided that the products or materials are not timber included in this Contract and that removal will not materially interfere with the Operations of LOGGER. LOGGER shall not interfere with the use of roads by other authorized users. LOGGER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

In an emergency affecting the safety of life or of the Operations or of adjoining property, LOGGER, without special instruction or authorization from COUNTY's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by

COUNTY's Authorized Representative. Any compensation claimed by LOGGER on account of emergency work shall be equitably determined by COUNTY.

Section 290. Hazardous Substances Discovered by LOGGER. LOGGER shall immediately notify County of any Hazardous Substances which LOGGER discovers or encounters during performance of Operations. LOGGER shall immediately cease operating in any part of the Area of Operations where Hazardous Substances have been discovered or encountered, if continued Operations in such area would present a bona fide risk or danger to the environment or to the health of well-being of LOGGER's or any subcontractor's work force.

Unless disposition of Hazardous Substances is specifically made part of LOGGER's Operations under this Contract, upon being notified by LOGGER of the presence of Hazardous Substances in the Area of Operations, COUNTY shall arrange for the proper disposition of such Hazardous Substances.

Section 300. Hazardous Substances Generated/ Aggravated by LOGGER. LOGGER shall be held responsible for any and all releases of Hazardous Substances during performance of the Contract which occur as a result of, or are aggravated by, actions of its agents, personnel, or subcontractors. LOGGER shall immediately notify COUNTY of any release of Hazardous Substances and, as directed by COUNTY, shall promptly dispose or otherwise remediate such spills or leaks to the satisfaction of COUNTY and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Remediation shall be at no cost to COUNTY.

LOGGER, at all times, shall:

- (a) Properly handle, use, and dispose of all Hazardous Substances brought onto the Areas of Operations, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) Be responsible for any spills, releases, discharges, or leaks of (or from) Hazardous Substances which LOGGER has brought onto the Areas of Operations; and
- (c) Promptly remediate, without cost to COUNTY, such spills, releases, discharges, or leaks to the COUNTY's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

LOGGER shall report all reportable quantity releases of Hazardous Substances and petroleum products to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for Hazardous Substances and in OAR 340-142 for petroleum products.

Section 310. Environmental Indemnification. LOGGER shall indemnify and hold harmless the COUNTY from any claims resulting from the use, release or disposal of Hazardous Substances including their removal, encapsulation, transportation, handling, and other disposal, during the performance of this Contract, whether or not such use, release or disposal occurs within or outside the Timber Sale Area.

Section 320. General Indemnification. LOGGER shall indemnify, defend and hold harmless the COUNTY, their officers, agents, employees, and members ("Indemnified Parties") from all claims, suits, actions, or liens of any nature resulting from or arising out of the activities of LOGGER or its subcontractors, agents, or employees under this Contract, including any claim based upon an alleged failure to obtain any necessary Permit, license, or approval, Benefits, Old Age Benefits, including FICA, or tax withholding

laws. Further, COUNTY, acting by and through their own attorney, may assume its own defense, including that of its officers, employees and agents, at any time when in COUNTY's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of COUNTY; (iii) important interests are at stake; or (iv) the best interests of COUNTY are served thereby. LOGGER's obligation to pay for all costs and expenses shall include those incurred by COUNTY in assuming its own defense. All provisions of this Section shall survive the termination of this Agreement.

Section 330. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

Section 340. Waiver. Failure of COUNTY to enforce and provision of this Contract shall not constitute a waiver of relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this Contract.

Section 350. Choice of Law and Venue. This contract shall be governed by and construed in accordance with the laws of the State of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this Contract shall be conducted in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

Section 360. Notices. Any written notice to LOGGER which may be required under this Contract to be served on LOGGER by COUNTY may be served by personal delivery to LOGGER or designated representative(s) by mailing the notice to the address of LOGGER as is given in this Contract, or by leaving the notice at said address. Should LOGGER be required to notify COUNTY concerning the progress of the Operations, or concerning any matter or complaint which LOGGER may have regarding the Contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of COUNTY.

Section 370. Entire Agreement; No Modification. This Contract consists of the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms and conditions, Exhibits, Operations Plan, change notices, if any, and the accepted bid. No waiver, consent, modification, or change of terms of this Contract shall bind either party, unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. LOGGER, by the signature of its Authorized Representative, in "Signatures of Contract Parties," hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

Section 380. Materials from COUNTY Property. LOGGER shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, of other property owned by or held by COUNTY, unless authorized by this Contract of separate written consent of COUNTY.

Section 390. Materials and Improvements. Title to materials, Improvements, and other property the Contract requires LOGGER to provide shall vest in and become the property of COUNTY at the time such are furnished by LOGGER and accepted by COUNTY. All materials, Improvements, and property furnished by LOGGER shall be free and clear of liens, claims, and encumbrances.

LOGGER shall keep in good repair all Improvements located on County's property and existing at the time of execution of the Contract and any Improvements placed on County's property by LOGGER which become property of COUNTY under this Contract. LOGGER shall promptly repair or replace, without cost to COUNTY, any Improvement injured, damaged, or removed from the Areas of Operations by LOGGER or by Contractors of LOGGER.

Section 400. Removal of Equipment and Materials. Within thirty (30) days after completion, and as a condition of final acceptance of LOGGER's Operations, LOGGER shall remove from the Areas of Operations and other property owned or controlled by COUNTY, all equipment materials, and other property LOGGER has placed or caused to be placed thereon that is not to become property of COUNTY. LOGGER acknowledges and agrees that any such equipment, materials, and other property that is not removed within thirty (30) days shall become the property of COUNTY and may be used or otherwise disposed of by COUNTY without notice or obligation to LOGGER or to any party to whom LOGGER may transfer title. Nothing in this section shall be construed as relieving LOGGER from an obligation to clean up and, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this Contract and applicable law. LOGGER shall indemnify COUNTY for any cost or expense incurred by COUNTY as a result of LOGGER's failure to satisfy this obligation.

Section 410. Causes Beyond Control. Neither party of this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, public enemy, and/or war which is beyond that party's control. COUNTY may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

In the event a cause or causes beyond the control of LOGGER impact LOGGER's ability to continue to perform under this Contract, COUNTY may grant a reasonable extension of time but shall not additionally compensate LOGGER.

Section 420. Extension of Time. COUNTY may extend the time for performance of this Contract upon written request from LOGGER or at COUNTY's discretion. A request for extension:

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

COUNTY shall grant a request for an extension only when it determines that extension would be in the best interests of COUNTY. In no event shall an extension exceed one year.

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

- (a) Completion of designated requirements of this Contract, such as Operations on logged portions of the Timber Sale Area, and road construction or maintenance.
- (b) Payment of an extension fee in an amount determined by COUNTY (not less than \$50). Such fee shall be based upon loss of production, extra reforestation costs, brush control costs, Slash disposal costs, or other costs which may be caused by the extension.

Section 430. Contract Modifications. LOGGER and COUNTY acknowledge that changes are inherent in Operations of the type covered by this Contract. The number of changes, the scope of those changes, and the impact they have on the progress of the original Operations cannot be defined at the outset of the Contract. These changes may include, but are not limited to, changes in project specifications, project completion dates, Exhibit specifications, rock sources, excavator time requirements, seasonal restrictions, Timber Sale Area resource protection requirements, harvest methods, harvest completion dates, thinning prescriptions, tree harvest size limits, removal specifications, Reserved Timber specifications, haul route requirements, scaling requirements, and Timber Sale Area boundaries.

COUNTY reserves the right to make, at any time during the Contract, such modifications as is necessary of desirable; provided such modifications shall not change the character of the Operations to be done nor increase the cost to the LOGGER of performing the work, unless such change in the Operations or cost increase is approved in writing by LOGGER. Any modifications so made shall not invalidate this Contract nor release LOGGER from its obligations under the performance bond and payment bond. LOGGER agrees to complete the modified Operations as if they had been included in the original Contract.

If LOGGER discovers site conditions which differ materially from what was represented in the Contract or from conditions that would normally be expected to exist and be inherent to the activities defined in the Contract, LOGGER shall notify COUNTY's Authorized Representative immediately and before the area has been disturbed. COUNTY's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract or those which could reasonably be expected in execution of this Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined on an analysis by COUNTY's Authorized Representative. If LOGGER does not concur with the decision of COUNTY's Authorized Representative and/or believes that it is entitled to additional compensation, LOGGER may proceed to file a claim.

Claims Review Process. All LOGGER claims shall be referred to COUNTY's Authorized Representative for review. All claims shall be made in writing to COUNTY's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the LOGGER knew or should have known of the problem. Any claim not submitted in accordance with these time requirements shall be waived.

All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of

any documents which support the claim, the exact dollar value of the claim, and any specific time extension requested for the claim. If the claim involves Operations to be completed by subcontractors, LOGGER shall analyze and evaluate the merits of the subcontractor's claim. LOGGER shall forward the subcontractor's and LOGGER's evaluation of such claim to COUNTY's Authorized Representative. COUNTY's Authorized Representative will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract.

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

Section 440. Adjustment of Contract. Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when Major Catastrophes of significant changes in state or federal law after the date of this Contract materially affect the volume and value of timber under the Contract. Major Catastrophes are defined as windstorms, floods, fire, landslides, or other acts of God, which are beyond the control of LOGGER and in no way connected with negligent acts or omissions of LOGGER, its officers, employees, agents, or subcontractors. Market conditions shall not be considered a reason for Contract adjustments. Adjustments made under this Section, if any, shall be for the sole purpose of placing the parties in their original status under the Contract insofar as possible; provided, however, that no adjustment shall be made in response to and loss of cost to LOGGER that is recoverable from third parties by LOGGER. LOGGER shall make written application to COUNTY within 30 days after discovery of the damage done by the Major Catastrophe.

If, prior to completion of the Contract, a change in state or federal law, or Major Catastrophe (as defined above), materially affects the volume and value of timber, COUNTY may adjust the value paid to LOGGER for services provided accordingly. COUNTY shall determine the adjustment volume by either an individual tree sample cruise, or a point sample cruise to a 5 percent sampling error of volume. For purposes of this Contract, "materially affect" shall mean more than \$5,000.

Section 450. Violations; Default; Remedies. Any failure by LOGGER to comply with the terms and conditions of this Contract is a violation. If LOGGER commits a violation, COUNTY may, after giving written notice, suspend any further Operations of LOGGER under this Contract, except those Operations necessary to remedy any violations.

If LOGGER fails to remedy a violation within the time allowed and as instructed by COUNTY, or if LOGGER fails to complete work as required under any interim Contract completion date of the Contract expiration date, or if LOGGER injures or severs any timber other than Designated Timber, COUNTY may declare LOGGER to be in default by providing notice of the default. If the default is due to failure of LOGGER to correct a violation as previously instructed, COUNTY may terminate the Contract as of the date specified in the earlier instruction. If the default is due to failure by LOGGER to complete work prior to the expiration date of any interim completion date required under the Contract, or if LOGGER injures or severs timber that is not Designated Timber, COUNTY may terminate the Contract without providing LOGGER an opportunity to cure the default.

Section 460. COUNTY's Right to Suspend Operations. COUNTY and/or COUNTY's Authorized Representative may suspend portions of all of the Operations due to causes including, but not limited to:

- (a) Failure of the LOGGER to correct unsafe conditions;
- (b) Failure of the LOGGER to carry out any provision of the Contract;
- (c) Failure of the LOGGER to carry out written instructions from COUNTY's Authorized Representative;
- (d) Conditions which, in the opinion of COUNTY's Authorized Representative, are unsuitable for performing the Operations;
- (e) Time required by COUNTY to investigate differing site conditions;
- (f) COUNTY-ordered identification or protection of a state or federally listed threatened or endangered species; or
- (g) Any reason considered by COUNTY to be in the public interest.

In the event a suspension of Operations under (d), (e), (f) or (g) above imposes additional costs on LOGGER, LOGGER may submit a request for a modification of the Contract under Section 430, "Contract Modifications." In addition, in no event shall COUNTY be liable for any costs incurred by LOGGER by reason of delay or suspension under this section, including but not limited to costs of additional move-in/move-out of equipment and personnel, extra fire and equipment security, and insurance or bonding expenses.

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

- (1) Shall be accompanied by the written consent to an extension of the security by LOGGER's surety;
- (2) Shall state the date to which the extension is desired and the Area(s) of Operations affected; and
- (3) Shall be received by COUNTY no later than ten (10) days following notice to LOGGER that Operations may recommence.

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

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

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

LOGGER shall not cut or remove any timber under this contract during any period of suspension. Any such cutting or removing shall be considered a willful trespass and shall render LOGGER liable for triple damages in accordance with Section 470, "Trespass."

Section 470. Trespass. LOGGER shall be exclusively responsible for any damage or removal of other than Designated Timber, and for damage to or removal of timber or other property beyond the boundaries of the Areas of Operations resulting from any activities of LOGGER. Any such activity resulting from the activities of LOGGER shall constitute a trespass, and a violation of the Contract. In addition to, and without limiting in any way other remedies that may be available to COUNTY, LOGGER shall pay to COUNTY damages for any trespass as follows:

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

As used in this section, the term "willful" of "intentional" includes, but is not limited to: any voluntary or deliberate activity by LOGGER, its employees, Contractors, subcontractors, or agents which results in the removal or damage to any timber not described under Section 1160, "Designated Timber," including removal or damage arising from a mistake of law or fact concerning the Designated Timber.

Section 480. Permits; Licenses; Safety. LOGGER shall procure all Permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Operations, and shall maintain and keep such Permits and licenses current throughout the term of the Contract.

COUNTY may at any time require LOGGER to satisfy COUNTY that Operations under this Contract comply with state, federal, and local laws, codes, regulations, and ordinances. COUNTY may require LOGGER to obtain a Permit, license, or approval from the governmental body or agency responsible for administering applicable laws before LOGGER may begin Operations under this Contract.

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

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

Section 490. Workers' Compensation Insurance (ORS 279.320). LOGGER shall perform the Operations in accordance with the requirements of the Workers' Compensation Law of the State of Oregon during the term of this Contract. In addition, LOGGER, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employers are exempt under ORS 656.126.

Section 500. Threatened and Endangered Species. LOGGER shall at all times observe and comply with all federal and state laws, including the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), ORS 496.172 to 496.192 (Threatened and Endangered Wildlife Species), and ORS 564.100 to 564.135 (Threatened and Endangered Plants), and lawful regulations issued thereunder, and local bylaws, ordinances, and regulations, which relate to threatened and endangered plant or animal species while performing Operations under this Contract.

Section 510. Identification and Protection of Cultural Resources. LOGGER acknowledges that Archeological or Historical Resources may exist within the Timber Sale Area, including within an Area of Operations, and that existence and location of such Resources may be unknown at the time this Contract is executed. LOGGER shall exercise due care in its Operations to ensure that in the event any Resources are discovered in the course of or as a result of LOGGER's Operations such Resources may be preserved in accordance with the requirements of ORS Chapter 358. Upon discovery of any material suspected to be of Archeological or Historical significance within an Area of Operations, LOGGER shall immediately halt Operations and shall notify COUNTY of the potential existence of such material. LOGGER shall not remove or disturb the material, or resume Operations in the vicinity of the material, until instructed by COUNTY to do so.

Section 520. Protection of Soil, Air and Water Resources. LOGGER shall comply with Oregon law, including the Oregon Forest Practices Act and rules promulgated thereunder, and with rules and regulations of the, Oregon State Board of Health, the Environmental Quality Commission and other agencies relating to the protection of soil, air and water resources.

Section 530. Special Statutory Provisions for Public Contracts. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. LOGGER shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. LOGGER shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor

collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. LOGGER shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. LOGGER shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 540. Compliance with Tax Law. By execution of this Contract, the person signing this Contract on behalf of LOGGER certifies, under penalty of perjury, that to the best of his or her knowledge, LOGGER is not in violation of any Oregon tax laws. For purposes of this section, "Oregon tax laws" means those programs listed in ORS 305.380(4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane District Employer Payroll Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Section 800. Work and Location of Delivery Site. LOGGER agrees to handle all phases of logging, which shall include, among other activities, falling and bucking, loading hauling, and cleanup.

Section 810. Payment Rates and Advances. The parties understand that the rates paid to LOGGER are:

For sawlogs, poles, and pulp removed from Area 1:

- (a) \$235.00 per MBF for sawlogs delivered to Longview, Clatskanie, Rainier and Mist.
- (b) \$255.00 per MBF for poles less than 65' long delivered to Longview, Clatskanie, Rainier and Mist.
- (c) \$265.00 per MBF for poles 65' long and longer decked on the Timber Sale Area and loaded onto special long pole hauling trucks provided by the log buyer of the long pole sort.
- (d) \$34.75 per ton for pulp logs delivered to Longview, Clatskanie, Rainier and Mist.

For sawlogs, poles, and pulp removed from Area 2:

For sawlogs, poles, and pulp removed from the Timber Sale Area:

- a. \$265.00 per MBF for sawlogs delivered to Longview, Clatskanie, Rainier and Mist.
- b. \$285.00 per MBF for poles less than 65' long delivered to Longview, Clatskanie, Rainier, and Mist.
- c. \$295.00 per MBF for poles 65' long and longer decked on the Timber Sale Area and loaded onto special long pole hauling trucks provided by the log buyer of the long pole sort.
- d. \$34.75 per ton for pulp logs delivered to Longview, Clatskanie, Rainier and Mist.

In addition to the logging costs for sawlogs, poles, and pulp an additional cost for hauling beyond Longview, Clatskanie, Rainier or Mist will be applied and be at the following rates to the delivery location.

- a. In addition to the logging and delivery cost specified in (a), (b), and (c) \$25.00 per MBF or ton for hauling to delivery locations within 25 road miles of Clatskanie, Oregon
- b. In addition to logging and delivery costs specified in (a), (b), and (c) \$50.00 per MBF or ton for hauling to delivery locations within 50 road miles of Clatskanie, Oregon
- c. In addition to logging and delivery costs specified in (a), (b), and (c) \$70.00 per MBF or ton for hauling to a delivery location within 75 road miles of Clatskanie, Oregon
- d. In addition to logging and delivery costs specified in (a), (b), and (c) \$115.00 per MBF or ton for hauling to a delivery location within 100 road miles of Clatskanie, Oregon
- e. In addition to logging and delivery costs specified in (a), (b), and (c) \$140.00 per MBF or ton for hauling to a delivery location within 125 road miles of Clatskanie, Oregon

COUNTY further agrees the log buyer may directly pay LOGGER the agreed upon rate for delivered sawlogs, poles or pulp.

Section 820. Government Employment Status. LOGGER certifies that either (a) it is not currently employed by COUNTY; or (b) if LOGGER is so employed, LOGGER has fully disclosed to COUNTY in writing such employment status, is in full compliance with any statutes, regulation, and COUNTY policies regarding employee contracting, and agrees to indemnify and hold harmless COUNTY for any failure by LOGGER to comply with such statutes, regulations, or policies.

Section 830. Independent Contractor Status. LOGGER is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which LOGGER delivers services under this Agreement and does not exercise any control over the activities of the LOGGER, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to LOGGER's debts or any other liabilities of LOGGER. LOGGER shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

- A. LOGGER will be solely responsible for payment of any Federal or State taxes required as

a result of this Agreement.

B. This Agreement is not intended to entitle LOGGER to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the LOGGER are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the LOGGER is presently a member of the Public Employees Retirement System).

C. The LOGGER is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the LOGGER has the assistance of other persons in the performance of the Agreement, the LOGGER shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the LOGGER performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, LOGGER shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

D. The services to be rendered under this Contract are those of an independent contractor. COUNTY reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, COUNTY may not and will not control the means or manner of LOGGERS's performance. LOGGER is responsible for determining the appropriate means and manner of performing the services. LOGGER is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. LOGGER has no authority to act on behalf of COUNTY and shall not purport to make any representation, contract, or commitment on behalf of COUNTY.

Section 1030. Log Accountability and Log Load Receipts – Sawlogs. Load Receipt Books. COUNTY shall issue to LOGGER sufficient books of serially numbered Log Load Receipts to cover up to 30 days of operation, as determined by COUNTY. LOGGER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered Woods Receipt and Scaler Receipt tickets. LOGGER shall retain all Woods Receipts in each book and return book to COUNTY as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to COUNTY during periods of inactivity lasting over 30 days, and at the completion of timber removal from the Timber Sale Area.

Completion of Load Receipts. LOGGER shall completely and accurately fill out all portions of the Log Load Receipt before each truck leaves the Landing area. LOGGER shall require the truck driver of each load of logs to sign the Woods Receipt.

LOGGER shall require the scaler to record the Log Load Receipt number on the scale ticket that is signed by the scaler, attach the Scaler Receipt part to a copy of the scale ticket, and mail the scale ticket with the attached receipt to COUNTY and LOGGER on the date scaled.

LOGGER shall account for each and every serially numbered Log Scale Receipt. For all Log Load Receipts not accounted for by proof of scaling, COUNTY shall determine if unaccounted tickets are to be voided or if LOGGER shall pay damages to COUNTY. Damages shall consist of full value for each missing receipt, on the basis of the average value of the 10 highest value loads of logs scaled from the Timber Sale Area,

or the average value of the 10 highest value loads of logs scaled at a Scaling Location, as determined by COUNTY.

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

Delivery Destination and Transfer of County Timber. Prior to conveying unprocessed timber under this Contract LOGGER must first complete an Exhibit C-Sawlog form naming the delivery destinations.

Section 1040. Log Accountability and Log Load Receipts – Pulp Logs. Load Receipt Books. COUNTY shall issue to LOGGER sufficient books of serially numbered Log Load Receipts designated for **pulp logs** to cover up to 30 days of operation, as determined by COUNTY. LOGGER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered Woods Receipt and Scaler Receipt tickets. LOGGER shall retain all Woods Receipts in each book and return the book to COUNTY as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to COUNTY during periods of inactivity lasting over 30 days, and at the completion of timber removal from the Timber Sale Area.

Completion of Load Receipts. LOGGER shall completely and accurately fill out all portions of the Log Load Receipt before each truck leaves the landing area. LOGGER shall require the truck driver of each load of logs to sign the Woods Receipt.

LOGGER shall require the weigher to sign the machine-printed weight receipt and record the Log Load Receipt number on the weight receipt. The weigher shall mark the delivery location identification on the Scaler Receipt part, attach the weight receipt to it and mail it to the designated Third-Party Scaling Organization (TPSO) weekly.

LOGGER shall account for each and every serially numbered Log Load Receipt. For all Log Load Receipts not accounted for by proof of weighing, COUNTY shall determine if unaccounted tickets are to be voided or if LOGGER shall pay damages to COUNTY. Damages shall consist of full value for each missing receipt, on the basis of the average value of the 10 highest value loads weighed, based on gross weight, from the Timber Sale Area, or the average value of the 10 highest value loads of logs weighed at a COUNTY approved delivery location, as determined by COUNTY.

LOGGER shall not intermingle COUNTY timber or log designated by this Contract with any other timber or logs before log weighing occurs, unless otherwise approved by COUNTY.

Delivery Destination and Transfer of County Timber. Prior to conveying unprocessed timber under this Contract LOGGER must first complete an Exhibit C-Pulp form naming the delivery destinations.

Section 1050. Log Measurement – Sawlogs. Scaling Locations, Rules and Organizations: All saw logs from timber sold under this contract shall be scaled at a location approved by COUNTY; and scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and COUNTY special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 1120, "Utilization Scale."

Upon loading at the Timber Sale Area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. Log loads shall not be stored for late delivery without written approval from COUNTY.

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

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

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

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"

Section 1060. Log Measurement – Pulp Logs. All pulp logs shall be weighed at a location approved in writing by COUNTY. LOGGER shall require the gross weight and the truck tare weight for each load to be machine printed on the weight receipt. LOGGER shall also require weigher to sign the weight receipt and record the Log Load Receipt number on the weight receipt. A conversion factor of 10 short tons per MBF shall be used for determining the number of board feet. LOGGER shall require that the Pulp facility furnish copies of all weight receipts to COUNTY on a weekly basis, with summaries for all truck loads delivered.

Upon loading at the Timber Sale Area, a log load shall be directly hauled to an approved pulp facility. Log loads shall not be stored for late delivery without written approval from COUNTY.

Minimum Products Specifications and Weight information are shown on Exhibit C-Pulp.

Section 1070. Log Branding – Sawlogs. Unless approved in writing in advance by COUNTY, at least one end of every saw log removed from the Timber Sale Area shall be clearly hammer branded. LOGGER shall use only those brands issued by COUNTY for use on timber sold under this Contract. Only those brands issued by COUNTY for use on timber sold under this Contract shall be allowed on the Area of Operation at any time.

LOGGER shall make every effort to remove logs from roads or Landings within a reasonable period of time and agrees to notify COUNTY in advance if it intends to leave logs decked along roads or on Landings for more than 96 hours. COUNTY may scale such decked logs, and LOGGER shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

COUNTY may issue LOGGER one or more branding hammers. LOGGER shall sign a receipt for all branding hammers supplied by COUNTY and issued to LOGGER, and will return them in good condition within 14 calendar days following completion of log hauling. In case of loss or damage to the issued brand or hammer, LOGGER shall pay for repair or replacement, at the discretion of COUNTY.

Section 1080. Log Branding – Pulp Logs. At least 4 logs on each Pulp load removed from the Timber Sale Area shall be clearly hammer branded. LOGGER shall use only those brands issued by COUNTY for use on

timber sold under this Contract. Only those brands issued by COUNTY for use on the timber sold under this Contract shall be allowed on the Areas of Operations at any time.

Logs that do not meet the Contract definition for Pulp and do not meet the definition of a saw log in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group shall be decked separately from all other logs for inspection by COUNTY. Utility logs approved for removal as Pulp will be marked by COUNTY with red paint. LOGGER shall not possess any red paint on the Timber Sale Area.

COUNTY may issue LOGGER one or more branding hammers. LOGGER shall sign a receipt for all branding hammers supplied by COUNTY and issued to LOGGER, and will return them in good condition within 14 calendar days following completion of log hauling. In case of loss or damage to the issued brand or hammer, LOGGER shall pay for repair or replacement, at the discretion of COUNTY.

Section 1090. Hauling and Operating Time Restrictions. LOGGER shall not haul logs from the Timber Sale Area on weekends, and the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, or outside the hours of 3:00 a.m. to 6:00 p.m. daily without notification to and prior approval by COUNTY.

Log hauling on un-surfaced roads shall not be allowed from November 1 through April 30, unless otherwise approved in writing by COUNTY.

Section 1100. Log Removal. All logs below, except those specified in Sections 1170 through 1210, "Reserved Timber," shall be removed as Designated Timber under this Contract.

- (a) Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 5 inches in gross scaling diameter, containing 20 board feet (net).
- (b) Any hardwood log that conforms with grading rules for a No. 4 Alder log grade or better and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 30 board feet (net).

For purposes of log removal requirements, minimum net log volume shall be determined by the net volume of the full length rather than the volume of individual segments.

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.

LOGGER shall not deliberately buck logs to reduce log sizes to less than minimum requirements for log removal and shall take reasonable precautions to prevent breakage losses in felling and Yarding.

Section 1110. Route of Haul. LOGGER shall furnish to COUNTY, at the time of making request for scaling approval, a map showing the scaling location and precise route which shall be used to haul logs from the Timber Sale Area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by COUNTY. The route of haul may be changed only with advance written notice to, and prior approval by, COUNTY.

Section 1120. Utilization Scale. COUNTY shall scale logs or portions of logs that are broken, wasted or not removed by LOGGER due to: (1) improper felling or bucking of the logs; (2) failure to remove the logs prior to deterioration; and (3) logs remaining on the Timber Sale Area in excess of the average log truck load in MBF per log sort after completion of logging, provided the logs were merchantable prior to breakage or wastage. Material used to meet down material requirements in Sections 1170 through 1210, "Reserved Timber," shall not be considered for Utilization Scale. LOGGER shall pay for the logs at the rate of \$250 per MBF, gross scale. COUNTY shall notify LOGGER of the volume of logs so scaled. Payment shall be considered due on such volumes as if the logs were removed the date of said notification.

In the event LOGGER disagrees with the findings made by COUNTY under this section, LOGGER may furnish scaling by a third- party scaling organization acceptable to COUNTY. Costs and expenses of such third party shall be paid for by LOGGER, and the findings of the third party shall be final.

Section 1130. Special Products. "Special Products" are any products not in log form manufactured from material having a price, or listed as "No Charge," under the Contract. LOGGER shall not sell special products from the Timber Sale Area, or allow firewood, shake or post cutting, or any other special product manufacturing on the Timber Sale Area without prior written approval of COUNTY.

Section 1140. Access. LOGGER shall use the roads shown on Exhibit "A" for access to the Timber sale Area. If gate keys are required to access the Timber Sale Area, they can be obtained from LOGGER by a designated LOGGER's Authorized Representative. Any keys not returned at the completion of all operations under this contract shall be subject to a fee as determined by LOGGER per key not returned. COUNTY has secured access over Weyerhaeuser Timber Holdings land for hauling to Clatskanie, Oregon. If LOGGER desires to use an alternate route, it shall be the LOGGER's responsibility to secure that access and obtain COUNTY approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this Contract. Except as otherwise provided for in this Contract, LOGGER shall have the right of access over, in and through the Timber Sale Area for the purpose of cutting and removing timber or performing other Operations. LOGGER, in so using, improving, or constructing roads, shall at no time have an interest in the land, other than the temporary right of access during the term of the contract.

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

Section 1150. Road Maintenance. LOGGER is responsible for normal road maintenance on roads used for any activity under this Contract. Normal road maintenance shall provide for safe forest driving conditions, continuous access and road use, protection of roads from damage, water quality, and compliance with all applicable laws.

LOGGER's responsibility for normal road maintenance commences with LOGGER's first use of a road for any activity under the Contract period and shall continue until final acceptance of the maintenance is made by STATE.

If other parties are authorized under Section 280, "Conditions of Areas of Operations," to use roads in the Timber Sale Area, LOGGER and each party so authorized shall be responsible for a proportionate

share of normal maintenance, based upon the ratio of each party's use to total road use, as determined by COUNTY.

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

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

(a) Cut Banks and Fill Slopes.

- (1) Remove Slash created by Operations
- (2) Remove obstructions and fallen timber
- (3) Restore stability impacted by Operations
- (4) All cut bank and fill slope maintenance work shall be performed in such a manner that soil and vegetative material does not contaminate the road surface.

(b) Ditches.

- (1) Remove bank slough, minor slides and obstructions.
- (2) Remove Slash created by Operations
- (3) Restore to functional drainage.
- (4) Minimize erosion and/or sediment delivery by placement and maintenance of filtering systems.
- (5) Soil and vegetative material shall not be pulled across the road surface

(c) Drainage Systems.

- (1) Clear all culverts, including inlets, outlets, half rounds, and sediment catching basins
- (2) Maintain waterbars, drainage dips, and other water diversion measures.
- (3) During active use, patrol and maintain functional drainage.
- (4) Repair damaged culvert ends.

(d) Road Surfaces.

- (1) Grade, shape, crown, and/or outslope surface and shoulders at such time that the moisture content will bind the rock surfacing. Rip potholes prior to grading.
- (2) Provide leveling, patching, and/or reinforcement rock for restoring purposes.
- (3) Prevent contamination of road surface materials with soil and vegetative material.
- (4) Prevent road surface materials from being bladed off the road.
- (5) Temporarily cease road use to prevent and/or protect the road during adverse weather conditions. Examples of adverse weather conditions are freezing and thawing cycles, high soil moisture caused by rainfall events, and accumulation of snow that requires removal to continue hauling activity.

For maintenance of County Roads located within the timber sale area, LOGGER may use rock sources approved by COUNTY. Prior to any rock spreading, LOGGER shall obtain approval from COUNTY.

Log hauling on unsurfaced roads shall not be allowed from November 1 through April 30, unless otherwise approved in writing by COUNTY.

Road maintenance, interim and final, shall not be allowed from October 16 through April 30, unless specific instructions have been issued, in writing, by COUNTY.

“Extraordinary maintenance” is defined as major work and/or damage caused by acts of God or causes beyond control of LOGGER, as defined in Section 440, “Adjustment of Contract.” COUNTY may require LOGGER to perform extraordinary maintenance in addition to normal road maintenance. COUNTY shall describe the amount and specifications of work to be done in writing, and make adjustments in the Contract in accordance with Section 440, “Adjustment of Contract.”

Section 1160. Designated Timber. The timber is located on the Timber Sale Area designated on Exhibit A. In accordance with Section 120, “Description of Area,” the following is Designated timber, except as excluded by Sections 1170 through 1210 “Reserved Timber,” and may be removed by LOGGER in accordance with the terms and conditions of this Contract:

- (a) All timber cut in accordance with the specifications in Section 1220, “Felling,” within the Timber Sale Area.

Boundary markings are as follows:

- (1) The Timber Sale Area is posted with pink flagging marked “Timber Harvest Boundary” and pink flagging.

Section 1170. Reserved Timber. Reserved Timber is that timber, including trees, Snags, and logs, on the Timber Sale Area which is not sold to LOGGER. Reserved Timber shall not be damaged, cut, or removed by LOGGER, unless otherwise approved in writing by COUNTY. Failure to leave the Reserved timber shall be handled as described in Section 1210, “Reserved Timber – Damages.”

Section 1180. Reserved Timber – Down Material.

- (a) Tops resulting from requirements in Section 1220, “Felling,” and not meeting removal requirements of Section 1100, “Log Removal.”
- (b) Down trees and logs.

Section 1190. Reserved Timber – Trees and Snags.

- (a) Trees other than Douglas-fir, red alder, western hemlock, Sitka spruce, and big leaf maple, except those within rights-of-way, skid roads, cable corridors, waste areas, and Landings.
- (b) All Snags unless determined to be a safety hazard. Felled Snags shall not be yarded or removed.
- (c) Bearing (witness) trees.

Section 1200. Reserved Timber – Boundary Trees.

- (a) Trees posted with pink glo flagging or pink glo flagging marked “Timber Harvest Boundary” are reserved from cutting.

Section 1210. Reserved Timber – Damages. LOGGER shall be exclusively responsible for any damage to, or removal of, Reserved Timber. If damage to Reserved Timber occurs and is determined unavoidable by COUNTY, no charge will be made for damage.

If LOGGER’s activities result in avoidable damage to Reserved Timber as determined by COUNTY, LOGGER shall pay for such damage at the following rates:

- (a) \$50 shall be paid per tree when:
 - (1) "Minor damage" to Reserved Timber occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at les 24 square inches, but less than damage defined as "major damage."
 - (2) Trees must be cut in order to facilitate operations, or for safety around Landings, as approved in writing by COUNTY.
- (b) \$100, per tree shall be paid when:
 - (1) "Major damage" to Reserved Timber is caused by Operations of LOGGER. Major damage is defined as follows:
 - Bark removed down to the cambium layer over an area of the bole which has one dimension greater than the diameter of the tree, or any visible bark removal on the tree roots.
 - (2) More than 50 percent of the live crown is removed.
 - (3) Tree is knocked down, or leaning more than 10 degree from vertical.
- (c) \$150per tree shall be paid when:
 - (1) Reserved Timber is intentionally cut or removed
 - (2) Reserved Timber is intentionally damaged.
 - (3) Repeated major damage occurs to Reserved Timber.
 - (4) Any intentional "notching" or undercutting of Reserved Timber with an axe or saw occurs.

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

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

Section 1220. Felling. LOGGER shall comply with the following requirements for felling, unless otherwise approved in writing by COUNTY:

- (a) Where ground Operations have been approved in the Operations Plan, felled trees shall be topped at a diameter not less than 4 inches prior to Yarding, unless otherwise approved in writing by COUNTY.
- (b) Fell all trees on the Timber Sale Area which contain a log segment that meets or exceeds the minimum removal specifications in Section 1100, "Log Removal," except those designated as "Reserved timber" in Sections 1170 through 1210.
- (c) Trees that will damage roads shall be felled prior to road construction or improvement.
- (d) Maximum stump height shall be 10 inches. Heights shall be measured on the uphill side.

Section 1230. Cable Yarding Specifications. Yarding systems shall be designed to minimize soil disturbance and damage to Reserved Timber. LOGGER shall comply with the following when Yarding the Timber Sale Area, except as approved by COUNTY in the Operations Plan:

- (a) Logs shall have at least one end suspended when Yarding downhill.
- (b) Soil gouging shall be limited to a depth of one foot.

Section 1240. Ground-Based Operations. In the Timber Sale Area, or portions thereof, where Yarding has been approved in the Operations Plan is subject to the following restrictions, unless otherwise approved in writing by COUNTY:

- (a) LOGGER shall limit skid roads and trails, and all other locations where soil is compacted or displaced, to less than 10 percent of the ground yarded area.
- (b) Pre-existing skid roads and trails shall be used whenever possible, and soil disturbance or construction of new skid roads and trails shall be limited to that necessary to log the area.
- (c) Operations shall not be conducted under conditions where soils are rutted or excavated to a depth of 12 inches or more.
- (d) Yarding shall not be permitted on haul roads.
- (e) Tractor or skidder Operations shall not be allowed from November 1 through April 30.
- (f) Ground yarding equipment shall not be operated within 50 feet of streams.

If the above conditions are not met by LOGGER, COUNTY at its option, may require LOGGER to suspend Yarding activities.

Time lost while COUNTY exercises any of the above options shall not constitute grounds for Contract extension.

Section 1250. Non-Project Roads and Landings. Improvement or construction of roads or landings approved in the Operations Plan, shall be subject to the following requirements, unless otherwise approved in writing by COUNTY:

- (a) Prior to felling, LOGGER shall mark the Right-of-Way clearing limits and obtain COUNTY approval.
- (b) Subgrade shall not exceed 14 feet in width.
- (c) Landings shall be constructed no more than 70 feet wide. The surface shall be crowned for drainage.
- (d) Activity in "Live" Streams shall not be allowed from July 1 through September 15.
- (e) Operations shall not be allowed from November 1 through April 30.
- (f) Roads shall be waterbarred according to the specifications in Exhibit E - Waterbar Specifications, and blocked to vehicular traffic as directed by COUNTY by November 1 or upon completion of use, whichever occurs first.
- (g) Seed all areas of disturbed soil according to specifications in Exhibit D.

Section 1260. Progressive Operations. LOGGER shall plan and perform harvest operations in such a way as to minimize damage to trees identified as being suitable for the manufacture for poles. Trees suitable for the manufacture of a poles are marked with blue paint.

LOGGER shall complete the following requirements on each Setting prior to moving to a new Setting, unless otherwise approve in writing by COUNTY:

- (a) Remove all logs as described under Section 1100, "Log Removal."
- (b) Construct cross-drainage ditches or waterbars as specified in Exhibit E and as directed by COUNTY.
- (c) Pull debris that contains a log segment at least 3 inches in diameter at the small end and at least 10 feet in length within reach of a Landing using an excavator or log loader and deck in a stable location approved by COUNTY. Debris shall not be left lodged against standing trees.
- (d) Block roads and skid trails to vehicular traffic as directed by COUNTY.

In addition, LOGGER shall complete the following requirements within the following time frames, on the Timber Sale Area, unless otherwise approved in writing by COUNTY:

- (1) Remove all trash from the Timber Sale Area within 14 calendar days after completion of log hauling activities.
- (2) Complete road maintenance requirements of Section 1140, "Access," and Section 1150, "Road Maintenance," within 14 calendar days after completion of log hauling activities.
- (3) Road maintenance, interim and final, shall not be allowed from October 16 through April 30, unless otherwise approved in writing by COUNTY.

Section 1270. Protection of Watershed. LOGGER shall take all necessary precautions to prevent damage to stream banks, any stream course, lake, reservoir, or forested wetland within or adjacent to the Timber Sale Area. Definitions of Type F, Type SSBT, Type D, and Type N streams contained in the Forest Practices Act apply to this Contract.

Activity in "Live" Streams shall not be allowed from July 1 through September 15, unless otherwise approved in writing by COUNTY.

In addition to other protective measures required, LOGGER shall discontinue all or part of its Operations under this Contract upon notice from COUNTY that Operations will cause excessive damage to the watershed.

Section 1280. Protection from Invasive Plants and Noxious Weeds.

LOGGER moving equipment from the from the forested area defined as being East of Highway 47, South of Highway 30, and North and West of Apiary County Road to COUNTY forestland is exempt of equipment cleaning requirements.

LOGGER moving newly purchased equipment that has not been previously used to COUNTY forestland is exempt from equipment cleaning requirements.

For equipment moved to COUNTY forestland beyond the area exempted of equipment cleaning requirements LOGGER shall ensure all ground-based yarding, earth disturbing, road constructing, and road maintenance equipment moved onto the forested setting is free of soil, seeds, vegetative matter, or other debris that could contain, or hold, seeds. LOGGER shall employ cleaning methods necessary to ensure compliance with the terms of this section. LOGGER shall notify COUNTY's Authorized Representative at least 24 hours prior to moving each piece of equipment onto the forest unless

otherwise agreed in writing. Notification shall include identification of the equipment's most recent operation.

Equipment shall be inspected by COUNTY at a site approved by COUNTY, to verify that the equipment has been reasonably cleaned prior to operation on COUNTY's land.

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

Section 1290. Protection of Utility Lines. In accordance with OAR 953-001-0020: "*ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center.*" (Note: The telephone number for the Oregon Utility Notification Center is (503) 232-1987/1-800-332-2344.)

Section 1300. Protection of Markings and Monuments. LOGGER shall not remove, alter, damage, or destroy any signs, posters, markings, land survey markers and corners, witness trees, seed trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, LOGGER shall report it to COUNTY within 24 hours of the incident, and shall prevent any further damage or damage from occurring. LOGGER shall, in a manner of method as directed by COUNTY, re-establish legal subdivision markers or monuments damaged by LOGGER's activities. COUNTY may re-establish such markers or monuments and bill LOGGER for the expense incurred.

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

Section 1310. Protection of Cultural Resources. LOGGER shall not remove any historic artifact, including old logging equipment or camp refuse, or other Cultural Resources from the Timber Sale Area. If any such items are discovered, LOGGER shall notify COUNTY.

Section 1320. Seasonal Restrictions. LOGGER shall adhere to the following restrictions, unless otherwise approved in writing by COUNTY:

- (a) Log hauling on unsurfaced roads shall not be allowed from November 1 through April 30 (Sections 1090 and 1150)
- (b) Tractor or skidder Operations shall not be allowed from November 1 through April 30 (Section 1240).
- (c) Operations on non-project roads and Landings shall not be allowed from November 1 through April 30 (Section 1250).
- (d) Non-project roads shall be waterbared according to specifications in Exhibit E and blocked to vehicular traffic as directed by COUNTY by November 1 or upon completion of use, whichever occurs first (Section 1250)
- (e) Road maintenance, interim and final, shall not be allowed from October 16 through April 30, unless otherwise approved in writing by COUNTY (Section 1150).
- (f) Activity in "Live" Steams shall not be allowed from July 1 through September 15 (Sections 1250 and 1270)

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

Section 1330. Repair of Injury or Damage. Prior to the completion and as a condition of final acceptance by COUNTY of LOGGER's Operations, LOGGER shall repair or correct any injury or damage to the Areas of Operations or any part of the Timber Sale Area arising from LOGGER's Operations, unless adjustment is made pursuant to Section 440, "Adjustment of Contract."

Section 1340. Precautions Against Fire. LOGGER acknowledges that their Operations under this Contract may cause extraordinary fire risk in the Areas of Operations. LOGGER covenants and agrees that it will use the highest degree of care to prevent forest fires from starting on or from spreading to or from the Areas of Operations. LOGGER shall require its employees and contractors and employees of such Contractors to employ a similar degree of care. COUNTY may, at any time during the term of the Contract, require LOGGER to prepare and submit to COUNTY for approval a Fire Plan for the Areas of Operations. The plan shall set forth the resources and required actions to be taken by LOGGER and Contractors of LOGGER for the prevention and suppression of fire in the Areas of Operations. The plan must meet with the approval of COUNTY and COUNTY reserves the right to require revisions to the plan as COUNTY, in its sole discretion, may determine to be necessary.

Section 1350. Efforts on Fire. If a fire occurs in any part of the Areas of Operations, notwithstanding the origin, LOGGER shall require its employees and Contractors and employees of such Contractors to immediately proceed to extinguish the fire. LOGGER acknowledges and agrees that the provisions of this section may impose obligations on LOGGER that are separate from or in addition to any duty or responsibility required by law. However, in no event shall the requirements of this section be construed as relieving LOGGER of the duty and responsibility under Oregon law to fight, control, and suppress fire on forestland.

Section 1360. Indemnification. In addition to the general indemnification contained in Section 320, "General Indemnification," LOGGER shall indemnify, defend and hold COUNTY harmless from any and all loss, costs, damage, and expense that COUNTY may incur as a result of any fire caused by the Operations of LOGGER, employees and Contractors of LOGGER, and employees of such Contractors.

EXHIBIT A: Sale Area Map

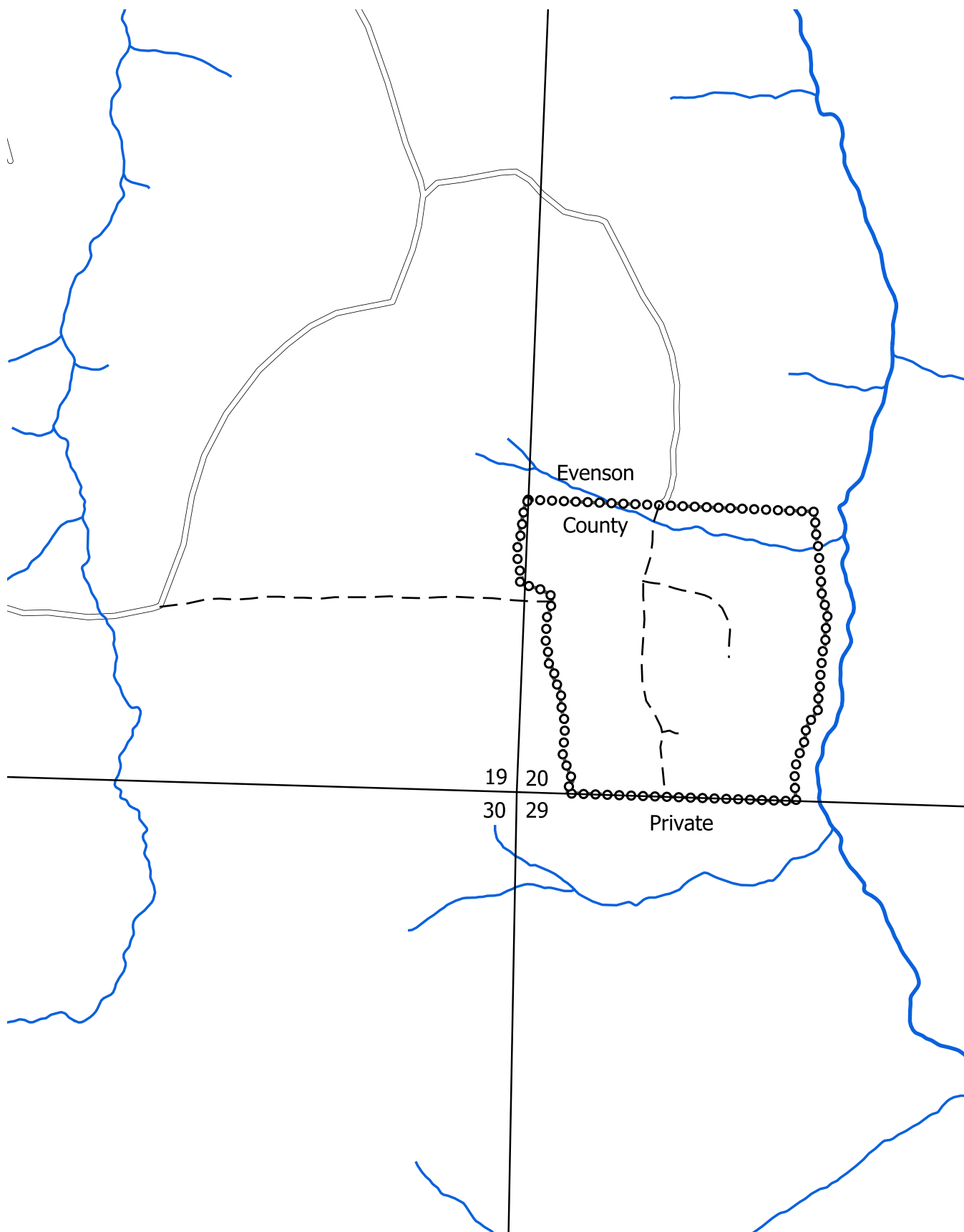


Exhibit A: Carcus 2025

Portions of Sections 19 and 20, T6N, R3W, W.M.
 Columbia County, Oregon
 Approximately 38 acres

- Carcus_2025_boundary
- Reforestation Access
- - Carcus_2025_roads
- Carcus_2025_streams

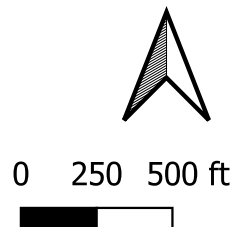


EXHIBIT B: Timber Sale Operations Plan

Timber Sale Contract: **Carcus 2025**

Date Received by COUNTY: _____ Log Brand Information:

Contract Expiration Date: October 31, 2025

LOGGER: _____

LOGGER Representatives:

_____ Phone: _____ Cell: _____

_____ Phone: _____ Cell: _____

_____ Phone: _____ Cell: _____

COUNTY Representatives:

_____ Phone: _____ Cell: _____

_____ Phone: _____ Cell: _____

Names of Subcontractors:

_____ Phone: _____ Cell: _____

_____ Phone: _____ Cell: _____

Comments:

COUNTY:

Submitted by LOGGER

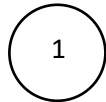
Title: _____

Operations Map: Attached copy of the timber sale Exhibit A

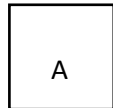
EXHIBIT B: Instruction Sheet for Operations Plan

The attached Exhibit A of the contract will be marked up the following way to:

1. Show landing locations, approximate setting boundaries and probable sequence of logging.
Number the settings in sequence.
2. Locations of spur roads planned for construction.
3. Location of tractor yarding roads
4. The Exhibit A will use the following legend to represent planned work:



Cable landing, with numbers for sequence



Tractor landing, with alphabetical sequence

----- Spur truck roads

----- Approximate setting boundary

~~~~~ Tractor yarding roads

EXHIBIT C: Forms

# EXHIBIT C – SAWMILL GRADE SCALING INSTRUCTIONS – BRAND INFORMATION

Timber Sale Contact: **Carcus 2025**

ORIGINAL REGISTRATION  Date \_\_\_\_\_

CANCELLATION  Date \_\_\_\_\_

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

FROM: Columbia County, Oregon

Address: 230 Strand St., St. Helens, OR 97051

PURCHASER: \_\_\_\_\_

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

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

| MINIMUM SCALING SPECIFICATIONS |                    |
|--------------------------------|--------------------|
| SPECIES                        | Minimum Net Volume |
| Conifers                       | 10                 |
| Hardwoods                      | 10                 |

YES NO

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

Weight Scale Sample

| APPROVED SCALING LOCATIONS | Species | Yard | Truck | Weight |
|----------------------------|---------|------|-------|--------|
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |
|                            |         |      |       |        |

Oregon Brand Registration  
Number: \_\_\_\_\_

Brand Design: \_\_\_\_\_

| SPECIAL REQUESTS (Check applicable)                |                                     |
|----------------------------------------------------|-------------------------------------|
| PEELABLE CULL (all species)                        | <input type="checkbox"/>            |
| <b>NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE</b> | <input checked="" type="checkbox"/> |
| ADD-BACK VOLUME – Deductions due to delay          | <input checked="" type="checkbox"/> |
| OTHER:                                             |                                     |

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Operator's name: \_\_\_\_\_

SIGNATURES:

\_\_\_\_\_  
Purchaser or Authorized Representative Date

\_\_\_\_\_  
Owner Representative Date

\_\_\_\_\_  
Owner Representative, Print Name

# EXHIBIT C – PULP SORT SCALING INSTRUCTIONS – BRAND INFORMATION

Timber Sale Contact: **Carcus 2025**

ORIGINAL REGISTRATION  Date \_\_\_\_\_

CANCELLATION  Date \_\_\_\_\_

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

FROM: Columbia County, Oregon

Address: 230 Strand St., St. Helens, OR 97051

PURCHASER: \_\_\_\_\_

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

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

Scaling Bureau (TPSO) Processing Weight receipts:

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

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

**Definition of Approved Pulp Sort:**

- Top portion of the tree (tops).
- All logs with a diameter (Big End) greater than 8 inches marked with blue paint

**PULP FACILITY PROCESSING INSTRUCTIONS:**

- Pulp loads shall be weighed in lieu of scaling.
- One Ton = 2000 lbs (Short Ton)
- Gross weight and truck tare weight for each load shall be machine printed on the weight receipt.
- Weigher shall sign the weight receipt.
- Weigher shall record the Log Load Receipt number on the weight receipt.
- Weigher shall attach the Weight receipt to the Log Load Receipt and mail them weekly to the TPSO processing the Weight receipt.

**TPSO PROCESSING INSTRUCTIONS**

- Mail to OWNER weekly.
- Convert to MBF using 10 tons per MBF.

Oregon Brand Registration

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

Brand Design: \_\_\_\_\_

**REMARKS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Operator's name: \_\_\_\_\_

**SIGNATURES:**

\_\_\_\_\_  
Purchaser or Authorized Representative      Date

\_\_\_\_\_  
Owner Representative      Date

\_\_\_\_\_  
Owner Representative, Print Name

EXHIBIT D: Specifications

## EXHIBIT D – SEEDING

Timber Sale Contract: Carcus 2025

This work shall consist of preparing seedbeds and furnishing and placing required seed.

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

Soil Preparation. Areas to be seeded that have been damaged by erosion or other causes shall be restored prior to seeding. All areas to be seeded shall be finished and then cultivated to provide a reasonably firm, but friable seedbed. A minimum of ½ inch of surface soil shall be in a loose condition.

Application Methods for Seed. Dry method. Mechanical seeders, seed drills, landscape seeders, or other approved mechanical seeding equipment shall be used to apply the seed in the amounts and mixtures specified. Hand-operated seeding devices may be used when seed is applied in a dry form.

Application Rates for Seed. Seed listed below shall be applied at the following rates per acre:

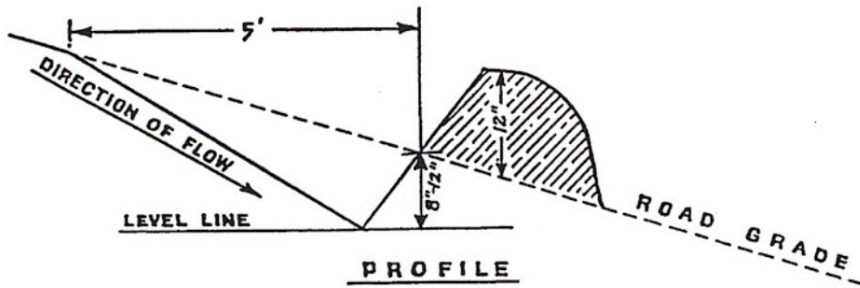
| SPECIES               | Lb./Acre | MIXTURE | PURE LIVE SEED | Repellent |
|-----------------------|----------|---------|----------------|-----------|
| Annual Ryegrass       | 13.5     | 45%     | 98%            | 0         |
| Intermediate Ryegrass | 9        | 30%     | 98%            | 0         |
| Timothy               | 4.5      | 15%     | 98%            | 0         |
| Tall Fescue           | 3        | 10%     | 98%            | 0         |

Seeding will be considered acceptable when all other specified requirements in Exhibit D have been completed and a healthy, uniform, close stand of grass has been established, unless otherwise approved in writing by COUNTY.

EXHIBIT E: Specifications

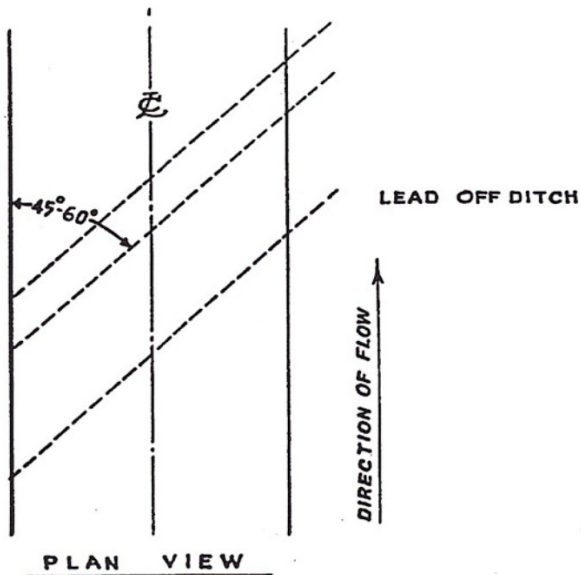
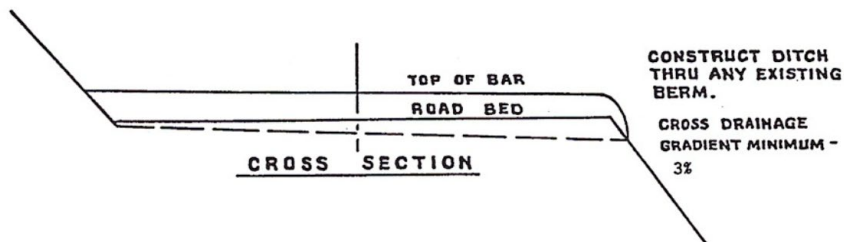
# EXHIBIT E – WATERBAR SPECIFICATIONS

Timber Sale Contract: Carcus 2025



SPACING OF WATERBARS

| ROAD GRADE        | DISTANCE |
|-------------------|----------|
| ≤ 5%              | 600'     |
| 6-10%             | 300'     |
| 11-15%            | 150'     |
| 16-20% or greater | 100'     |



WATERBAR SPECIFICATIONS FOR CROSS DITCHING