

JOSEPHINE COUNTY TIMBER SALE LOGGING CONTRACT

I. Pre-Logging Information:

A. Contract Structure:

1. Sale Name and Number: Benjamin Gulch East Logging Contract 2024LC-1
2. Parties: The parties to this contract are Josephine County, acting through its Board of County Commissioners and Forestry Department (hereafter called COUNTY), and

(Name) _____

(Address) _____
(hereafter called Contractor)

CONTRACTOR is a single proprietorship
 partnership
 corporation

3. Timber To Be Removed and Delivered Net Logging Prices:

Species & Grade	Location	Volume (MBF)	Delivered Price
Douglas-fir 4M+			

a. Total Gross Timber Sale Value: \$ _____

4. Basic Agreement.

The COUNTY agrees to sell, and the CONTRACTOR agrees to Harvest and Deliver, all timber as designated herein, located on the sale area. CONTRACTOR shall complete the timber sale in accordance with the specifications of this contract. The location of this project is shown in the Prospectus. The CONTRACTOR shall furnish all materials unless otherwise indicated. CONTRACTOR shall be responsible for the success of operations, under the full terms of the contract, at the price bid.

5. Time Frame.

This contract shall be in force as of the date of signing. The CONTRACTOR is responsible for cutting and removing timber within the sale area, and for meeting the requirements of this contract, on or before October 15, 2024, unless otherwise extended.

6. Extensions.

Any extension of this time frame shall be at the sole discretion of the COUNTY and will not ordinarily be granted unless extenuating circumstances have arisen. In the event the COUNTY grants an extension, the logging price shall not be more than the

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original Logging price.

7. Sub-contractors.

COUNTY reserves the right to reject any sub-contractor with or without cause. Consent shall not constitute any form of contract between the COUNTY and the sub-contractor. CONTRACTOR shall retain full responsibility under the terms of this contract for all work performed by CONTRACTOR'S subcontractors. Additionally, CONTRACTOR warrants that subcontractors performing work on CONTRACTOR'S behalf shall have those qualifications and expertise necessary to perform the work required to the satisfaction of the COUNTY.

8. Contract Assignments.

CONTRACTOR shall not assign, transfer, convey or any other manner relinquish responsibility of any portion of this contract to another person, firm or corporation without first obtaining written approval from COUNTY. COUNTY reserves the right to impose any reasonable restrictions on such an assignment that it deems appropriate in its sole discretion.

B. Means of Payment.

1. The CONTRACTOR and COUNTY shall enter a third party agreement with log delivery locations to pay CONTRACTOR and COUNTY directly for timber delivered. (Mill Direct Payment, Split Payment)
2. When logging is completed, the actual value and volume of timber cut shall be determined based on log load receipts received by COUNTY. The sale value shall then be adjusted and any additional sums due COUNTY shall be billed to CONTRACTOR or any amount due CONTRACTOR shall be refunded by COUNTY.

C. Performance Holdback

A Performance Holdback of \$10.00/mbf net scale shall be paid to COUNTY on CONTRACTOR'S behalf from delivery locations. Any or all of posted Performance Holdback may be retained by COUNTY for Non-compliance with this contract by CONTRACTOR at COUNTY'S discretion. Performance Holdback shall be returned to CONTRACTOR upon satisfactory completion of this contract as determined by COUNTY, by CONTRACTOR.

D. STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

The Insurance and Indemnification provisions of the contract shall be as follows:
The CONTRACTOR, prior to commencing work, shall provide and maintain for the duration of the contract, at his own cost and expense the following insurance to the County of Josephine in insurance companies licensed in the State of Oregon, which insurance shall be evidenced by certificates and/or policies as determined by the County. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the County of Josephine by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number. The insurance shall provide LOGGERS BROAD FORM coverage in the amount specified for loss or damage to property from fire, including suppression costs, and or damage to property from other than fire which arise out of or result from the activities of CONTRACTOR, its employees, agents, contractors, subcontractors, permittee, licensees, or others working for CONTRACTOR.

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Workers' Compensation - Statutory -- in compliance with the Workers' Compensation Law of the State of Oregon.

General Liability Insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$2,000,000 for property damage. This insurance shall include the following coverage:

- (1) Independent Contractor and Subcontractors
- (2) Broad Form Contractual

Automobile Liability Insurance with minimum limits of liability, per occurrence, of \$2,000,000 for bodily injury, and \$2,000,000 property damage, unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

- (1) Owned automobiles
- (2) Hired automobiles
- (3) Non-owned automobiles

All liability insurance shall name Josephine County as an insured and provide minimum limits of liability per occurrence of \$2,000,000 for bodily injury, and \$2,000,000 for property damage. Said insurance shall provide that the term "Owner" or "County of Josephine" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of the County and the individual members, employees and agents thereof in their official capacities.

If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, contract work will be suspended until those requirements have been met, or at the option of the County, the County may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

All property losses shall be made payable to and adjusted with the County.

If at any time the foregoing insurance policy or policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become reasonably unsatisfactory to the County, the CONTRACTOR shall, upon notice to that effect from the County, promptly obtain a new policy, submit the same for approval to the County of Josephine, and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this contract, at the discretion of the County, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain, or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the County of Josephine.

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All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

1. Insurers shall have no right of recovery or subrogation against the County of Josephine (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The clause "other insurance provisions" in a policy in which the County of Josephine is named as an insured shall not apply to the County of Josephine.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Josephine (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- 4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONTRACTOR.

Proof of insurance shall be provided to COUNTY prior to contract signing.

The CONTRACTOR agrees to protect, defend, indemnify and hold the County of Josephine and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which any part of such indemnification would violate any law, the remainder of foregoing provisions concerning indemnification shall be given full effect."

E. Contract Breaches.

Violation of any provision of this contract may be cause for immediate suspension of logging and hauling operations until remedied to the COUNTY'S satisfaction. In the event of a suspension, the COUNTY reserves the right to require all log load receipt books and brands to be turned in immediately to the County Forestry office. If repeated violations occur, the COUNTY may declare the contract in default and take appropriate action, including but not limited to retaining all or portions of posted performance holdback. Suspensions can be lifted only in writing by the COUNTY.

In the event of default, the CONTRACTOR or his employees, sub-contractors, or agents, may be expelled from the sale area. Also, the COUNTY shall have possession of all timber on the sale. When a default occurs, the CONTRACTOR is still obligated to pay COUNTY for all timber removed from the sale. Failure to remit payments when due shall be considered a

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breach of contract. CONTRACTOR may also be deemed liable for additional damages resulting from the default. All or portions of damages shall be retained from posted performance holdback by COUNTY, with outstanding balances above performance Holdback limit billed to CONTRACTOR.

If the CONTRACTOR is a party to more than one timber sale contract with the COUNTY and a breach of contract occurs, the COUNTY may apply payments from a sale not in default to one in default. In such an instance, an attempt shall be made to keep the earliest contract paid up to date, even if this creates a default in a later sale. Any default caused by the transfer of funds from one contract to another shall be remedied before cutting may continue.

If in the opinion of the COUNTY, the CONTRACTOR is unable or unfit to complete the contract, the COUNTY may terminate the agreement with ten (10) days advance written notice of such termination. Written notices of contract violations or default shall be by Certified Mail. Additionally, the COUNTY may bar the CONTRACTOR from bidding on future logging contracts with the COUNTY.

II. Logging Information.

A. General Conduct.

All work on this timber sale shall be conducted in an orderly, workmanlike manner to the COUNTY's satisfaction. CONTRACTOR shall take particular care to avoid damage to reproduction and non-designated trees. CONTRACTOR shall complete all operations in a unit before operations can begin in any subsequent unit, unless otherwise agreed to by COUNTY. CONTRACTOR shall not litter or damage the COUNTY's or a third party's premises and will repair, at CONTRACTOR'S expense, any property including but not limited to ditches, fences, and roads when damaged or destroyed.

The CONTRACTOR is expected to cooperate fully with the COUNTY's designated Timber Sale Contract Administrator. All applicable local, state and federal regulations regarding timber cutting, environmental protection, and safety shall be strictly observed. Failure of the COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

County makes no guarantee of estimated volumes, timber quality, or operating costs. In the event that the actual sale volume is less than the estimated sale volume, COUNTY will not provide substitute or replacement timber; and COUNTY will not cover expenses including actual expenses involved in acquiring and holding the contract, lost profits, replacement costs of timber, or any other consequential damage suffered by CONTRACTOR. This includes any reduction in sale volume due to compliance with any local, state or federal law, rule or regulation.

B. Roads.

1. Construction – CONTRACTOR may open existing roads or new roads as indicated on sale map at their expense if needed. CONTRACTOR shall receive written approval before constructing any roads not on the sale map. CONTRACTOR will be required to protect all roads from damage during operations, and will repair any damage caused

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by CONTRACTOR'S operations.

2. Road Use

- a. CONTRACTOR shall not transport logs over any roads, private or public, without first obtaining permission or permits to use them. CONTRACTOR shall abide by all rules and regulations pertaining to road use and maintenance. While conducting, and following, logging activities, CONTRACTOR shall be responsible for maintenance of all roads (except for roads under maintenance agreements or PUC) to a condition equivalent to that before use.
- b. While conducting, and following, logging activities, CONTRACTOR shall be responsible for maintenance of all roads within the sale area, to a condition equivalent to that approved after initial use.
- c. Any temp roads opened for the purpose of this sale are subject to decommission as determined by the COUNTY, including tank traps and ripping of surface.

C. Logging.

1. Pre-Work Conference - CONTRACTOR shall arrange a meeting with the COUNTY, the CONTRACTOR, and all sub-contractors prior to commencing any operations. The purpose of the pre-logging conference is to:

- (a) Review timber sale contract and any additional or special sale provisions.
- (b) Inform CONTRACTOR of COUNTY's concerns and expectations regarding timber removal from the sale area and the logging plan.
- (c) Review environmental protection requirements applicable to the sale area.
- (d) Review all applicable state and federal regulations and laws.
- (e) Issue branding hammers and log load receipt books.
- (f) Sign third party scaling agreements.

2. Logging Plan - **A written logging plan shall be submitted for COUNTY inspection ONE WEEK (7 days) prior to the pre-logging conference.** The purpose of the logging plan is to insure that COUNTY objectives and requirements are being fully met. **NO OPERATIONS SHALL BE PERMITTED WITHOUT A COUNTY APPROVED LOGGING PLAN.** The logging plan shall contain at least the following information:

- (a) Date of commencement of logging.
- (b) Name of logger.
- (c) Method of logging and equipment.
- (d) Designate transportation routes and scaling locations.
- (e) A map that subdivides the sale area into logical units that have topographic or man-made boundaries (i.e. draws, ridges, roads...) and less than 40 acres in size. Each logging unit shall indicate skid trail patterns and landing locations. CONTRACTOR shall then log each unit to completion as designated in the logging plan and map including removal of all designated merchantable material, water-barring and any required fire hazard reduction before relocating to the next logging unit unless otherwise approved by COUNTY in writing.

3. Authorized Contractor Representative - CONTRACTOR shall designate a person who shall be authorized to receive verbal or written instructions from COUNTY concerning contract performance and have the authority to respond to those instructions from COUNTY. This person shall be present on the logging site at all times when active work is taking place. This shall include the road construction process and any other function required of CONTRACTOR that may be sub-contracted except for property line survey.

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4. Logging Systems - Logging shall consist of approximately 26 acres of ground based on 1 unit. Logging shall be carried out according to maps and specifications attached, unless otherwise indicated or agreed to in writing by COUNTY.
5. Designated Trees: Ground Based Yarding Areas - All trees within the timber sale boundary, shall be cut and all trees containing a log longer than sixteen feet(16') to a five inch(5") top shall be yarded to designated landings, except what is required to be left on the ground by the Oregon Forest Practice Rules. CONTRACTOR may submit a plan for alternative practices to yarding unmerchantable material to The COUNTY, such plan shall be accepted in writing by COUNTY before implemented. The COUNTY reserves the right to designate additional trees as either reserve trees or trees designated for cutting. See Tree Crown and Stand Closure Protection specifications (H. Additional Provisions, 5.Tree Crown and Stand Closure Protection).
6. Boundaries and Surveys - Property lines have been flagged with blue and yellow ribbon and posted with timber sale boundary signs. Timber boundaries are posted with timber sale boundary signs and flagged with orange and blue ribbon. No property line surveys are required. All marked Timber Sale boundary tree's shall be considered reserved timber, and not be cut.
7. Trespass - CONTRACTOR is responsible for the determination of property lines and shall log so as to prevent trespass on adjoining property. Any trespass shall be reported immediately to COUNTY and the adjacent property owner and is the CONTRACTOR'S responsibility. In addition, all incidents of timber trespass shall be subject to applicable state and federal laws and regulations.
8. Snags - All snags shall be cut unless they pose a safety hazard.
9. Cutting Undesignated Trees - Cutting of trees not designated for cutting shall be deemed willful trespass and CONTRACTOR shall be liable for double the amount bid for that species. Reserve trees are defined as conifer or hardwood trees, snags, logs, not sold to CONTRACTOR.
10. Log Length - Log lengths shall be varied so as to secure the greatest practicable utilization of merchantable material. Log lengths are not to exceed 40 feet plus trim. Whole tree yarding shall be required. If bucking of logs is necessary to facilitate yarding, tops shall be left to the last log and yarded to the landing.
11. Felling, Bucking and Limbing - All trees designated for cutting in any one particular area of the sale shall be felled, and bucked if necessary (logs shall be completely severed at bucking point). Tops shall be left attached to the last log and yarded to the landings for processing. In order to protect trees from damage due to falling and yarding, timber designated for removal shall be fell to lead using whatever equipment or devices are necessary to achieve directional felling. All logging created slash shall be lopped and scattered to a depth to three feet above the ground.
12. Firewood/Pulp Removal - Upon approval from COUNTY, firewood/pulp may be harvested from the sale area at the rate of \$100.00 per log truck load or \$15.00 per cord. Conifer pulp logs may be harvested and removed from the sale area at the rate of \$25.00 per log truck load. The COUNTY reserves the right to limit the amount of firewood/pulp cut, suspend operations and designate cutting/reserve areas at its sole discretion. Method of

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Payments for firewood/pulp shall be agreed to by COUNTY before cutting.

13. Fire Hazard Reduction/Concentrated Slash - For the purpose of reducing fire hazard and high slash concentrations within the timber sale area, CONTRACTOR may be required to cut, limb, top-lop or otherwise reduce the height of all slash created by CONTRACTOR within 50 feet of either side of haul roads or other areas as determined by the Timber Sale Administrator. The County reserves the right to require slash piling in areas where slash is concentrated and is considered to be a fire hazard as determined by the Timber Sale Administrator. Slash shall be reduced so that no portion extends three feet above ground level (except when piled). Slash is defined as all vegetative material including but not limited to blasted or pushed up stumps, broken or cut tree tops, limbs, branches damaged brush, or destroyed reproduction, saplings or poles which is created by CONTRACTOR'S operation, including construction of roads, landings or other improvements under this contract. Fire hazard reduction shall be done concurrently with all logging operations.

14. Plus Trees – No plus trees are located within the sale area.

15. Stump Heights - Trees shall be severed no higher than one foot off the ground on the uphill side, or no higher than one-third (1/3) the estimated stump diameter.

16. Weather Suspensions - COUNTY may suspend operations in the contract area at any time when, because of weather or season of the year, such operation might cause damage to the property. CONTRACTOR may not operate equipment for log removal between October 15 and May 1 unless approval is granted in writing by the COUNTY.

17. Log Branding and Painting - Prior to removal from sale area, all logs shall be branded by the CONTRACTOR with a brand registered by the State of Oregon, in accordance with Oregon Statutes relating to branding and identification of forest products. This brand shall be used exclusively in this timber sale. Logs presented for scaling marked by this brand are presumed to come from this sale. COUNTY may furnish its own brand. CONTRACTOR is responsible for this brand and shall reimburse the COUNTY \$250.00 per brand if it becomes lost or rendered unusable. A minimum of 10 logs shall be spot painted with red colored paint over the brand while being transported. All logs yarded to landings, decking areas, or roads that are to be left overnight shall be branded and painted on the ends subject to view from by-passers. This shall be done before workers leave the area at the end of the day. CONTRACTOR shall make every effort to have these logs removed in a reasonable amount of time. CONTRACTOR assumes full responsibility for all logs once they have been felled from their stumps and shall be held accountable for any loss due to vandalism, theft, or loss from failure to remove them before deterioration. Under no circumstances shall CONTRACTOR have another branding hammer present on the sale other than that brand registered for this sale.

18. Cull Logs - Cull logs yarded to the landing and not removed will be piled to one side, or in a designated area determined by the COUNTY, not pushed over the edge.

19. Log Removal Requirements

- a. All logs defined below shall be removed as designated timber under this contract, at prices given in Section I, paragraph 3, part a.
- b. All trees which meet or exceed the following minimum requirements shall be yarded to the designated landings, unless otherwise agreed to in writing: a

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gross scaling diameter of 5 inches at 16 feet. Any log produced from designated conifer trees that have a gross scaling diameter of 6 inches and greater than or equal to and 16 or 17 feet plus trim in length shall be hauled to authorized scaling sites. Pine and Cedar minimum specifications may be adjusted by COUNTY to accommodate log purchasers.

- c. Optional Products - CONTRACTOR shall not sell or remove any products that are not specified in this contract without prior written approval of COUNTY. Products include but are not limited to old logs, firewood, pulp logs, shakes, burls, boughs, sands, gravel or other products owned or held by COUNTY.

D. Hauling.

1. Merchantability

- a. "Merchantable products" shall be those logs defined as merchantable by the Official Log Scaling, Westside Log Scaling Handbook.
- b. Optional Products - CONTRACTOR shall not sell or remove any products that are not specified in this contract without prior written approval of COUNTY. Products include but are not limited to hog fuels, old logs, firewood, pulp logs, shakes, boughs, sands, gravel or other products owned or held by COUNTY.

2. Log Scaling – All log scaling shall be done in accordance with Official Rules for Log Scaling and Grading Bureaus – Westside Log Scaling Handbook. All third party scaling entities must have the approval of COUNTY before any logs may be removed from the sale area. A form shall be provided by COUNTY for this purpose and must be signed by CONTRACTOR and COUNTY. No logs shall be removed prior to such approval.

3. Log Load Receipts - Each load of logs shall require a load receipt. Load receipts shall be filled out properly **and attached to the load before it leaves the loading site.** Directions for filling out the load receipts are written in each log load receipt book. Trucks with trailers or semi-trucks with more than one trailer shall require a separate log load receipt for each truck or trailer load. All loads shall be scaled the same day they are delivered to approved destinations. Any delay in delivery of a recorded load in the load ticket book shall be immediately reported to the COUNTY'S Timber Sale Administrator.

4. Obtaining Log Load Receipt Books - CONTRACTOR shall submit in writing to the COUNTY names of those authorized to sign for log load receipt books. All books shall be signed out and back in at the Forestry Department office. Empty books shall be returned promptly. No more than four books may be checked out at any one time.

E. Fire Protection.

In the event of fire, whether or not it results from negligence of the CONTRACTOR, his employees, or sub-contractors, all reasonable means shall be used to extinguish it without expense to the COUNTY. State Forestry rules and closures shall be complied with.

F. Closeout.

1. Property Corners - Prior to release of bond, CONTRACTOR shall have a registered

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surveyor or engineer replace any property corners or their accessories, lost or damaged due to logging at no expense to COUNTY.

2. Unused Log Receipt Tickets - Prior to release of holdback, unused log load receipt tickets will be returned to the COUNTY. Missing or unaccounted for tickets will be bought by the CONTRACTOR for double the average scaled truckload multiplied by the net delivered purchase price per thousand for Douglas-fir #4 sawmill and better.
3. Sale Debris - Prior to release of performance holdback, all trash created from sale operations such as broken chokers, wire rope, used oil filters, garbage, etc., shall be removed from the sale area.
4. Penalty Scale - Prior to release of performance holdback, any waste due to improper felling, bucking, or yarding of logs and all designated merchantable trees, and logs left after completion of logging, shall be scaled by the COUNTY and purchased by the CONTRACTOR at double the delivered net price. CONTRACTOR shall be notified immediately of the volume scaled with payment due on date of notification. If CONTRACTOR is in disagreement with this volume, he may have the logs scaled at his own expense by a third party acceptable to the COUNTY. Third party findings shall be final. Any amount found due after this sub-section may be deducted from the Performance Holdback.
5. Early Closeout - Should logging be completed before the contract's expiration date, the sale shall be closed as soon as possible thereafter.
6. Vacating of Sale Area - Prior to release of holdback, upon completion of logging, CONTRACTOR shall remove all equipment and merchantable log decks from the sale area. Equipment and log decks left more than 30 days after expiration of this contract shall become the property of the COUNTY.

G. Additional Provisions.

1. Log Export - In accordance with ORS 526.801 to 526.831 and 526.992, the export of raw logs from County lands is prohibited. Any person bidding on COUNTY timber sales must certify that (1) they will not export directly or indirectly unprocessed county timber; (2) they will not convey unprocessed county timber to any other person without obtaining a similar certification; and (3) they have not exported unprocessed timber from private lands within 24 months prior to submitting the bid. Bidders will be required to sign a form certifying the above.

2. Partially Completed Units - Any designated logging unit in progress and not expected to be completed before the end of the normal operating season shall be winterized before operations end. The winterization process is designed to help prevent soil erosion and shall include but is not limited to the construction of water-bars on all skid trails, cleaning ditches and culverts, blading off berms and smoothing out the subgrade on all truck roads and removing any temporary crossings.

3. Remedies for Threatened and Endangered Species - In the event COUNTY determines this contract may jeopardize the continued existence of a species presently, or subsequently, listed as threatened or endangered pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531) or ORS 496.172 to 496.192, COUNTY may modify or terminate this contract in whole or in part.

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In the event of modification, termination or partial termination, CONTRACTOR, agrees that its sole and exclusive remedy shall be the sum of: (1) that portion of the allowance value for road construction completed; (2) actual cost of property line surveys; (3) the estimated logging cost of felling, bucking, yarding and decking any products so processed, but not removed from the sale area; and (4) other miscellaneous credits as may be specified in the contract. Cost and allowance estimates shall be based upon COUNTY'S appraisal for the sale. Expenses which COUNTY will not cover include actual expenses involved in acquiring and holding the contract, lost profits, replacement costs of timber, or any other consequential damage suffered by CONTRACTOR. Upon request, CONTRACTOR agrees to provide documentation to COUNTY to verify expenditures.

In the event of modification or termination of this contract, in whole or part, by COUNTY, CONTRACTOR agrees that the liability of COUNTY shall be limited to the express remedies contained in this provision. CONTRACTOR shall assume the responsibility to comply with the requirements of any environmental survey, study or protocol that may be required.

4. Utility Structures: CONTRACTOR is responsible for the protection of utility lines and any buried power lines. Prior to equipment move-in, CONTRACTOR shall notify the Oregon Notification Center (800)-332-2344 and request that the owner of utility and gas lines be notified of CONTRACTOR'S operation. In the event of an accident, CONTRACTOR shall immediately make contact with the appropriate authorities. CONTRACTOR will be responsible for liability and damages to these utilities.

5. Tree Crown and Stand Closure Protection: Falling and yarding shall be accomplished as not to damage reserve trees' crowns. COUNTY retains the right to designate additional reserve (save) trees if the percent of a tree's crown or the percent canopy (crown) closure is reduced to a point where the COUNTY determines that the stand has become too open. The COUNTY will base its decision on ocular means performed by the Timber Sale Administrator.

6. Speed Limit – A maximum speed limit of 5 miles per hour may be placed on all vehicles (i.e. log trucks, pick-ups, lowboys) in front of residence adjacent to the sale area.

7. Dust Abatement – In the event that dust becomes a problem for the residence along the haul route, as determined by the County, then CONTRACTOR at its expense shall be responsible to provide dust abatement measures to the satisfaction of the COUNTY.

III. Specifications.

TRACTOR YARDING SPECIFICATIONS BENJAMIN GULCH EAST LOGGING CONTRACT

NOTE: These specifications are an integral part of the contract for the above named timber sale.

STAND DATA (Tractor Yarding Only)

ACRES 26 VOLUME (net) Approx. 279 mbf AVG. VOL./ACRE 10.7 mbf

AVG. DBH: Douglas-fir 14.5" LARGEST DBH 34"

TYPE OF CUT: regeneration harvest

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TRACTOR SPECIFICATIONS

Tractor - Maximum allowable size D-6 or equivalent. Must be able to winch logs up to 75 feet.

Skidder – Maximum allowable size 528. Must be able to winch logs up to 75 feet.

Feller-buncher – Lateral reaching capability of at least 20 feet shall be required for mechanical falling. Maximum track width shall not exceed eleven (11) feet. Due to fire hazard concerns, no disc saw falling head (roto-saws) will not be permitted beyond industrial fire precautionary level 2, unless otherwise agreed to by the COUNTY.

YARDING SPECIFICATIONS

1. The CONTRACTOR shall be required to plan and record upon a map the skid trail pattern, including designated skid trails, which will be used to move designated trees from their stumps to approved landings. CONTRACTOR may be responsible for flagging said skid trails in the field before actual commencement of operations. This map is required to be brought to the pre-work conference. The operator shall follow the skid pattern described below, or may come up with his own pattern. To minimize damage to the watershed, CONTRACTOR shall, when using ground-tying equipment, be limited to skid trails that comprise 10 percent or less of the ground yarded area. CONTRACTOR shall not be permitted off skid trails. Existing skid trails shall be utilized first wherever possible. The final skid pattern must be approved by COUNTY in writing before any commencement of operations by CONTRACTOR. All skid trails shall be located in the field before tree falling may commence, in order to achieve directional felling to lead.
 - a. Main skid trails shall be on ridgetops and no closer than 500 feet.
 - b. Secondary skid trails shall branch off the main skid trail in a herringbone fashion. They shall follow contour lines as much as is practical but in any case shall not have a grade of more than 35 percent. Secondary skid trails shall be no closer than 150 feet.
 - c. Skid trails shall in no case run up or down draws, or across streams and wet areas unless authorized elsewhere in this contract or approved in writing.
2. The CONTRACTOR shall be required to conform to the above tractor specifications unless he can show good cause to deviate from them. Any deviations shall be approved in writing.
3. The COUNTY reserves the right to limit or restrict the use of any equipment, machine, or practice that in the COUNTY'S opinion is causing unacceptable damage. Such limitations or restrictions shall be in writing.
4. CONTRACTOR is required to construct designated skid trails, as directed by the Timber Sale Administrator, as a normal function of establishing skidding patterns to be utilized during yarding. These skid trails may or may not be shown on project map or may or may not be flagged in field. Written approval shall first be obtained from Timber Sale Administrator before constructing skid trails on slopes over 35%.
5. All merchantable timber that is to be cleared for skid trail construction shall be felled with a saw; not pushed over with machinery. Logs shall then be limbed and bucked prior to skidding.
6. Decks shall not be "bunked" against reserve conifer trees.
8. Water-Bars - On completion of a logging unit, prior to wet weather shutdown, or as directed by COUNTY, CONTRACTOR shall water-bar all tractor roads and skid trails used in this operation. Water-bars shall not be located more than 50 feet apart.

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9. Excessive Damage - Operation shall be conducted so as to minimize damage to "leave" trees. If in the opinion of COUNTY, "excessive" damage is occurring, COUNTY may suspend logging operations until corrective measures have been achieved.
"Excessive" damage is defined as follows:
 - a. Bark removed down to the cambium layer over an area of the bole, which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots. Bark removal with a circumferential dimension of less than 2 inches shall not be considered "excessive damage".
 - b. More than 50% of live crown is removed.
 - c. Tree is knocked down, or leaning more than 10 degrees from vertical.
10. Hand-felled timber shall be directionally felled (wedging, jacking, etc.) in a manner to facilitate skidding and to protect reserve trees.
11. WHOLE TREE YARDING
 - a. Whole tree yarding is required. Where logs must be bucked out of trees to facilitate yarding, logs shall not exceed 40 feet and tops shall be left attached to last log and yarded to landing.
 - b. In areas where whole tree yarding cannot be achieved to the County's satisfaction, CONTRACTOR shall buck logs in lengths no greater than 40 feet plus trim in length.
 - d. Upon completion of yarding, landing slash shall be stacked "free of dirt" in a location as determined by the Timber Sale Administrator.
 - c. All trees containing a 16' log to a 5" top shall be yarded to the landing with the top attached. Logs may be bucked out of larger trees to facilitate yarding, but tops must be left attached to the top log. CONTRACTOR may submit a plan for alternative practices to yarding unmerchantable material to The COUNTY, such plan shall be accepted in writing by COUNTY before implemented
12. CONTRACTOR will be required to meet the wildlife tree, down log, stream protection, and all other requirements of the Oregon Forest Practice Rules in regards to timber harvest.

JOSEPHINE COUNTY TIMBER SALE CONTRACT

Signature of Person Signing For
Timber Sale Contractor

State of _____

County of _____

This instrument was acknowledged before me _____,
20__ by _____
_____.

Notary Public for Oregon

My Commission expires: _____

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS

Herman E. Baertschiger Jr., Chair

John West, Vice-Chair

Daniel E. DeYoung, Commissioner

State of _____

County of _____

This instrument was acknowledged before me on _____,
20__ by _____
_____.

Notary Public for Oregon

My Commission expires: _____