

**AMENDMENT # 1 to  
Contract # 102-1774-11**

I. This is Amendment No. 1 to Contract # 102-1774-11 dated 6/15/11 between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office hereafter called "DAS SPO" or "State" on behalf of the Oregon Forest Resources Institute ("OFRI" or "Agency"), and (Cappelli Miles [Spring], LTD. dba Cappelli Miles; hereafter called "Contractor". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

The purpose of this Amendment is to adjust the amount available for payment due to an increase in OFRI's revenues. New language is indicated by underling and deleted language is indicated by brackets.

II. The Contract is hereby amended as follows:

a. Section 5(a) of the Contract is amended to read:

**5) COMPENSATION.**

a) **METHOD OF PAYMENT FOR SERVICES.**

The maximum, not-to-exceed compensation payable to Contractor under this Contract, including all payments for Services required under this Contract based on the hourly rates in Section 5 (b) and any allowable expenses pursuant to Section 5(c), for the initial 5 year term is ~~\$(4,750,000)~~4,900,000. For each fiscal year (July 1 to June 30), the annual maximum not-to-exceed compensation available, including all payments for Services required under this Contract based on the hourly rates in Section 5 (b) and any allowable expenses pursuant to Section 5(c) is as follows:

Fiscal Year 2011-2012:	<del>\$(750,000)</del> <u>815,000</u>
Fiscal Year 2012-2013:	<del>\$(850,000)</del> <u>935,000</u>
Fiscal Year 2013-2014:	\$950,000
Fiscal Year 2014-2015:	\$1,050,000
Fiscal Year 2015-2016:	\$1,150,000

Contractor may request adjustment of rates after the second year of the Contract.

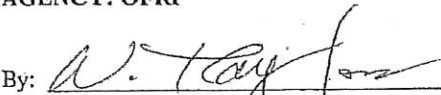
III. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Contract.

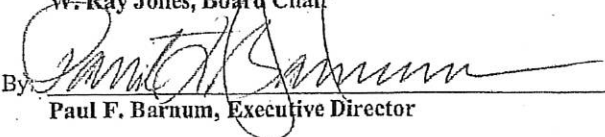
Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**CONTRACTOR :**

By: Rodney L. Miles President Date: November 14, 2011  
 Name: Title:

**AGENCY: OFRI**

By:  Date: 12-7-11  
W. Ray Jones, Board Chair

By:  Date: 11-14-11  
Paul F. Barnum, Executive Director

**DAS STATE PROCUREMENT OFFICE:**

By:  Date: 12/8/11

**APPROVED AS TO LEGAL SUFFICIENCY**  
Approved By: Exempt per OAR 137-045-0050(2)



AGENCY OFRI:

By: W. Ray Jones 5-25-12  
Name: W. Ray Jones Title: Board Chair Date

By: Paul F. Barnum 5/24/12  
Name: Paul F. Barnum Title: Executive Director Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE:

Approved By: Christina Campbell 6/4/12  
Name: Christina Campbell Title: Date

APPROVED AS TO LEGAL SUFFICIENCY

Approved By: Not applicable pursuant to OAR 137-045-0050 (2)

**AMENDMENT #3 to**  
PERSONAL/PROFESSIONAL SERVICES CONTRACT 628-1039-14 (formerly Contract 102-1774-11)

1. This is Amendment No. 3 to Contract No. 628-1039-14 (as amended from time to time the "Contract") dated June 15, 2011, between the State of Oregon acting by and through its Oregon Forest Resources Institute, hereafter called Agency, and Cappelli Miles, hereafter called Contractor.
2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**Amendment #2**  
**(5) COMPENSATION**  
(a) METHOD OF PAYMENT FOR SERVICES.

Fiscal Year 2015-~~[2015]~~ 2016                      [~~\$1,250,000~~] \$1,365,000

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

**CONTRACTOR**

**APPROVED AS TO LEGAL SUFFICIENCY**  
exempt under OAR 137-045-0050

By *Rodney J. Miles, President*  
Title:

*January 17, 2016*  
Date

**STATE OF OREGON by and through its Oregon Forest Resources Institute**

DocuSigned by:  
*Paul Barnum*  
By 2AD9C3539E1C41C...  
Paul F. Barnum, Executive Director  
1/15/2016  
Date

DocuSigned by:  
*Jennifer Beathe*  
By EEA94B1A0CA44E1...  
Jennifer Beathe, Board Chair  
1/15/2016  
Date

**AMENDMENT #4 to**  
PERSONAL/PROFESSIONAL SERVICES CONTRACT 628-1039-14 (formerly Contract 102-1774-11)

1. This is Amendment No. 4 to Contract No. 628-1039-14 (as amended from time to time the "Contract") dated June 15, 2011, between the State of Oregon acting by and through its Oregon Forest Resources Institute, hereafter called Agency, and Cappelli Miles [Spring], LTD, dba Cappelli Miles hereafter called Contractor.
2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**2) TERM OF THE CONTRACT**

[(b) DAS SPO shall notify Contractor in writing at least thirty (30) days prior to the expiration of the then current term if DAS SPO intends to extend the Contract (the "Renewal Notice"). If Contractor consents to an extension, it shall sign and return the Renewal Notice to DAS SPO within the time period specified therein. If the Contractor does not consent, the Contract shall expire according to its terms, unless earlier terminated.]

(b) This Contract expires on June 30, 2021. The parties may extend the term of this Contract for one additional five (5) year term. The total term of the Contract must not exceed fifteen (15) years.

**5) COMPENSATION.**

(a) METHOD OF PAYMENT FOR SERVICES.

The maximum, not-to-exceed compensation payable to Contractor under this Contract, including all payments for Services required under this Contract based on the hourly rates in Section 5(b) and any allowable expenses pursuant to Section 5(c), for the [the initial 5 year term] first 10 years is [\$5,900,000] \$12,650,000. [For each fiscal year (July 1 to June 30), the annual maximum not-to-exceed compensation available, including all payments for Services required under this Contract based on the hourly rates in Section 5(b) and any allowable expenses pursuant to Section 5(c) is as follows:

Fiscal Year 2011-12:	\$900,000
Fiscal Year 2012-13:	\$1,250,000
Fiscal Year 2013-14:	\$1,250,000
Fiscal Year 2014-15:	\$1,250,000
Fiscal Year 2015-16:	\$1,365,000

Contractor may request adjustment of rates after the second year of the Contract.]

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118

(Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

**CONTRACTOR**

**APPROVED AS TO LEGAL SUFFICIENCY**  
exempt under OAR 137-045-0050

By Rooney J. Mills PRESIDENT  
Title:  
MAY 26 2016  
Date

**STATE OF OREGON by and through its Oregon Forest Resources Institute**

By Paul F. Barnum  
Paul F. Barnum, Executive Director  
5-27-16  
Date

DocuSigned by:  
Jennifer Beathe  
By Jennifer Beathe, Board Chair  
5/30/2016  
Date