



**REQUEST FOR PROPOSALS #2018-88**

**FOR**

**Boomer II- Timber Sale: Harvest and Log Hauling**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Ryan Rice  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: December 6, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....	November 7, 2018
Protest of Specifications Deadline.....	November 14, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 29, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 6, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January, 2019

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## **SECTION 1**

### **NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, December 6, 2018** (“Closing”), to provide Boomer II- Timber Sale: Harvest and Log Hauling. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

#### Contact Information

Procurement Process and Technical Questions: Ryan Rice, 503-742-5446, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide harvesting and timber hauling of the Boomer II Timber Sale location located north of Hwy 26. The harvest will cover approximately 75 acres. The sale of the timber will be conducted by County staff and the mill destinations will be identified prior to logging completion. County is not seeking Proposals for the sale of the harvested timber – the County holds and shall retain title to any and all timber cut. County is only seeking Proposals for the harvesting and hauling of timber.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Boomer II - Timber Sale is located in Section 19, T. 2 S., R. 7 E. WM about 1 mile by road north of Hwy 26 and the town of Brightwood. The sale will harvest approximately 2,051 thousand board feet (“MBF”) of timber (1,509 MBF Douglas-fir, 209 MBF hemlock, 34 MBF cedar and 299 MBF hardwoods).

The harvest will cover approximately 75 acres of which approximately 50% can be ground based harvested. The Cable half of the unit will be about 35% up hill and 65% downhill logging.

*The harvest of the timber is expressly conditioned upon Clackamas County obtaining all necessary permits and approvals authorizing the harvest. If such permits and approvals are not obtained, no contract will be awarded.*

*In addition, the final size of harvest acreage will be based upon approval from the Oregon State Department of Forestry and the Clackamas County Timber Sale Advisory Committee. As such, the final size of the harvest is subject to modification.*

*The awarded contract will be subject to County Board of County Commissioner’s final approval.*

It is the intent of the County that the awarded contractor will harvest the timber sale location and haul all loads to County-directed mills. The awarded contractor will not acquire any right, title, or interest in the timber, will not be selling the harvest timber, and will not be entitled to any proceeds arising from the County’s sale of the timber.

### **3.3. SCOPE OF WORK**

#### **Scope of Work Tasks:**

Contractor shall furnish all labor, equipment, and materials necessary to complete work in accordance with the Scope of Work, logging specifications, Oregon Forest Practice Rules, and terms of the contract. Work will include but is not limited to location access roads, log harvesting, log hauling, and post-harvest cleanup. During the course of the harvest, the County may require Contractor to do other work in the general area of the sale using equipment already on site. Such Work includes, but is not limited to, site prep and piling of brush outside of the harvest unit, installing a culvert not originally called for in the contract, removing a small slide or blown down trees outside the harvest unit. The County specifically requests that Contractor’s Proposal provides the hourly rate for performance of such work. The County will be under no obligation to request any additional work, and such request shall be made by the County

in its sole discretion. If such work is requested, the County will pay the Contractor according to the hourly rates submitted as part of Contractor's Proposal and by written change order approved by both Contractor and County.

**1. Roads** – The County has laid out suggested spur roads and landing locations. The logger is expected to build rock and maintain all roads that are in the harvest unit and on Clackamas County lands. This includes equipment use and the cost of any rock used during and after the harvest has taken place. If the logger decides they want to change add/delete/move any spurs or landings, they must submit a harvest plan to the Clackamas County Forester of their initial harvest plan before the harvest bid is submitted. If the logger is awarded the contract and needs to modify the harvest plan for unknown reasons the logger must contact the County Forester of any changes to the harvest plan. All approved harvest plan changes costs are the sole responsibility of the logger.

The haul route through the Bureau of Land Management ("BLM") property down to the Mount Hood Rock quarry will be maintained by the County. The County may ask for a rental rate for using the logger's rocks trucks and grader if Mount Hood's equipment is not available at the time the main haul road needs repair.

**2. Harvesting** - The logger is expected to bare all cost to build and maintain roads, fall, buck, yard, load and haul timber to the County designated mills. Adjacent landowners' land and trees must be protected from damage while harvesting.

**3. Hauling** – Delivery will be needed to all mills and pulp yard locations listed below. Delivery will also include three (3) loads of pulp logs to Barton Park. Barton Park will include unloading and piling the logs at the park to be cut up later for firewood.

Mills and Pulp Yard Locations:

Location
Forest Grove, Oregon
Banks, Oregon
Sheridan, Oregon
Willamina, Oregon
Mist, Oregon
Clatskanie, Oregon
Philomath, Oregon
Molalla, Oregon
Lyons, Oregon
Mill City, Oregon
Eugene, Oregon
Springfield, Oregon
Monroe, Oregon
Mount Hood, Oregon
Washougal, Washington
Kalama, Washington
Longview, Washington
Centralia, Washington
Morton, Washington
Barton Park (Unloading and Stacking)

**4. Post-harvest cleanup** - The logger will be responsible for piling all the slash and woody debris generated within the harvest unit on all slopes under 40%. All landing will be cleaned up with piles gathered up and ready for future burning. Temporary skid roads need to be restored to the natural slopes and water bared if needed. Haul roads, landings, and dirt spur roads need to be cleaned up and graded with water bars if needed. Contractor laid rock roads to be shaped according to County direction upon cleanup.

**5. Site Visit:**

Proposers may schedule a site visit with Clackamas County Forester Andrew Dobmeier at 503-742-4425 (cell 503-488-9416) or via email at [adobmeier@clackamas.us](mailto:adobmeier@clackamas.us). Site visits may be conducted at the site location to allow proposers to gain a visual of the size and scope of the project. Site visits will be available during regular business hours until close of day on November 28, 2018. All questions and answers addressed during site visits will be recorded and posted at [www.clackamas.us/bids](http://www.clackamas.us/bids).

**6. Other Requirements:**

- A Performance Bond will be a required part of the contract.
- Logging desired to start in January, 2019 and end by June 30, 2019.

**This RFP further includes the following locations map hereby attached and included by reference:**

- Exhibit A -Clackamas County Forestry: Boomer II Proposed Harvest Plan Map

**3.3.2. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2019**.

**3.3.3. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample **Goods and Services Contract with supplemental Special Conditions** included as Exhibit B. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

## **SECTION 4 EVALUATION PROCEDURE**

- 4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<b><u>Category</u></b>	<b><u>Points available:</u></b>
Firms Background and Experience	0-15
Logging Plan	0-25
Equipment List	0-10
Logging and Hauling Costs	0-35
<u>References</u>	<u>0-15</u>
<b>Available points</b>	<b>0-100</b>

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 PROPOSAL CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### **5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:**

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### **Provide the following information in the order in which it appears below:**

### **5.2. Firms Background and Experience (0-15 Points):**

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project. Please include a copy of any professional logger certifications.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Logging Plan (0-25 Points):**

Provide a complete comprehensive logging plan to complete the scope of work as indicated in Section 3. The Logging Plan should be complete showing road spur locations, proposes skid trails, temporary spurs, equipment locations, type of tree anchors used on adjacent landowner's trees.

### **5.4. Equipment List (0-10 Points):**

In addition to your firms' proposed logging plan, please provide a list of all equipment anticipated to be utilized in order to complete the scope of work

### **5.5. Logging and Hauling Costs (0-35 Points):**

Fees and fee schedules should be inclusive of all estimated expenses to provide logging and hauling. Complete the attached fee schedule below.

### **5.6. References (0-15 Points):**

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### **5.7. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**#2018-88 Boomer II Timber Sale: Harvest and Log Hauling**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

☐ Resident Bidder, as defined in ORS 279A.120

☐ Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

# RFP #2018-88 Boomer II Timber Sale: Harvest and Log Hauling Fee Schedule

Fee schedule should be inclusive of all estimated expenses to provide logging and hauling.

## Costs of Harvest

\$\_\_\_\_\_ MBF for the 75 acres (*logs on board truck*)

\$\_\_\_\_\_ Per Ton for the 75 acres

## Hauling Cost

Mill	\$/MBF	\$/Ton
Stimson in Cherry Grove		
Forest Grove, Oregon		
Banks, Oregon		
Sheridan, Oregon		
Willamina, Oregon		
Mist, Oregon		
Clatskanie, Oregon		
Philomath, Oregon		
Molalla, Oregon		
Lyons, Oregon		
Mill City, Oregon		
Eugene, Oregon		
Springfield, Oregon		
Monroe, Oregon		
Mount Hood, Oregon		
Washougal, Washington		
Kalama, Washington		
Longview, Washington		
Centralia, Washington		
Morton, Washington		
Barton Park ( <i>Includes unloading and stacking</i> )		

In addition to the rates listed above, the County may require Contractor to do other work in the general area of the sale using equipment already on site. Provide pricing rates for the following equipment inclusive of operators:

- Full-sized excavators or loaders \$ \_\_\_\_\_
- Wheeled and tracked tractors \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

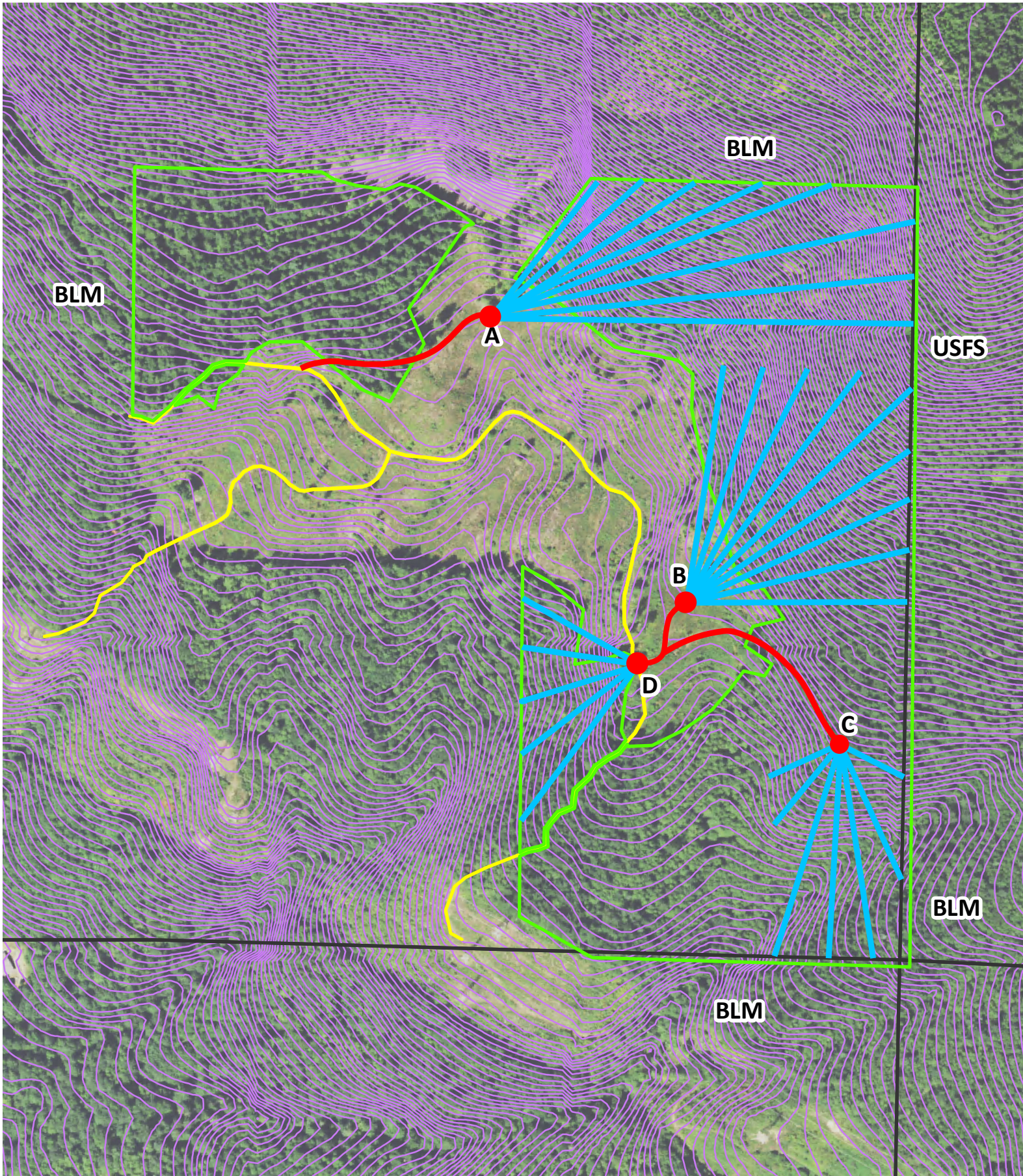
Date: \_\_\_\_\_



Exhibit A

Clackamas County Forestry: Boomer II Proposed Harvest Plan Map

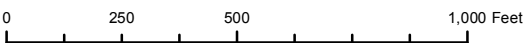




# Clackamas County Forestry: Boomer II Proposed Harvest Plan

- UNIT BOUNDARY
- SECTION
- 10 FOOT CONTOUR
- ROADS

PROPOSED SPUR ROADS



Forest planning: Clackamas County Forest, 2018  
Prepared by: Samantha Wolf, Clackamas County Forestry, August 22, 2018  
Data source: Clackamas County GIS, Clackamas County Forest 2018  
S:\GIS\BGS\_Forestry\Projects\Unit Projects\Brightwood East\map images

The information on this map was derived from digital data from Clackamas County's GIS. Care was taken to the extent of this map to provide the best possible representation of the data. While every effort was made to ensure the accuracy of the data, the user should be aware that the data is not guaranteed to be 100% accurate. The user should be aware that the data is not guaranteed to be 100% accurate. The user should be aware that the data is not guaranteed to be 100% accurate.



Exhibit B

Sample Contract and Special Conditions



## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between XXXXX ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Business and Community Services for the purposes of providing Harvest and Log Hauling for the Boomer II Timber Sale.

### **I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2019**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

### **II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Request for Proposals #2018-88, issued November 7, 2018, and addenda, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract inclusive of the Special Conditions, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Rick Gruen.

### **III. COMPENSATION**

- 1. PAYMENT.** The County agrees to compensate the Contractor on a [fixed fee or time and material] basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$ \_\_\_\_\_ and the total Contract compensation shall not exceed \$ \_\_\_\_\_
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: ☐ Yes ☐ No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: 150 Beaver Creek Road, Oregon City, OR 97045 or via email at [rgruen@clackamas.us](mailto:rgruen@clackamas.us).

### **IV. CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed

to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this

provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that

no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating

to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and



to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be

deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 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 Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

# Clackamas County

Date \_\_\_\_\_

Recording Secretary

Approved as to Form:

Date \_\_\_\_\_

## **RFP #2018-88 Boomer II- Timber Sale: Harvest and Log Hauling**

### **Contract Special Conditions**

#### **1. Definitions:**

“Areas of Operations” means the locations where Contractor performs the operations described in the Contract.

“County” means any duly authorized representative of Clackamas County. The Clackamas County Forester is a duly authorized representative of Clackamas County for all purposes associated with this Contract.

“Contractor’s Authorized Representatives” means the representatives authorized by Contractor to receive any notice or instructions from the County on behalf of Contractor and to take any action required in regard to performance of Contractor under the Contract. Contractor’s Authorized Representatives are identified in the Operations Plan

“MBF” means thousand board feet, as normally defined in the forest industry.

“Operations” means all the activities conducted by Contractor 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. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

“Operations Plan” means the document by which Contractor notifies County of the plans and schedule for completing the operations described in the Contract. It also contains the names of the subcontractors, Contractor’s authorized representatives, and County’s Authorized Representatives.

“Permit” means any permit required by a federal, county, or local government agency before operations under this Contract may lawfully begin or continue including, but not limited to, an incidental take permit under the federal Endangered Species Act.

“Project Location” means 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.

“Timber Harvest Area” means the area or areas designated as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs. If there is a conflict between the exhibits and/or legal description and monuments, markings or boundary signs, then on-the-ground information shall control and apply.

“Designated Timber” means timber located within the Timber Harvest Area as marked on the ground and shown in Exhibit A.

“The County’s delivered contract price to a designated mill” means the agreed upon contract price, measured in price/mbf (1,000 board feet) and price/ton between the County and a designated mill for delivery of all or a portion of the timber harvested under this Contract.

“Work” means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the projects, duties, and obligations, including slash disposal, imposed on Contractor by this Contract.

2. **Condition Precedent:** the parties’ obligations under this Contract are subject to the express condition precedent that the County obtain all necessary State, Federal, and local approvals, permits, or other authorizations as may be required by law and necessary to allow harvest of the timber. Such authorizations include, but are not limited to, County obtaining necessary approval from the Oregon Department of Forestry to harvest timber in the Timber Harvest Area. In the event County does not obtain the necessary State, Federal, and local approvals, permits, or authorizations, under terms and conditions acceptable to County in its sole discretion, this Contract shall terminate and the parties shall have no further obligations to each other.
3. **Site Conditions.** County makes no representation, warranty, or guarantees as to the condition or suitability of the Timber Harvest Area. Contractor agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the Timber Harvest Area and Contractor’s computation of its bid for this contract.
4. **Examination of Locations and Conditions.** It is understood that Contractor, before signing this Contract, has made a careful examination of all plans and specifications set forth in this Contract; that Contractor has obtained full information as to the quality and quantity of materials and the character of the work required; and that Contractor has made a careful examination of the Timber Harvest Area and the location and conditions of work, including sources of supply for materials. County is not responsible for any loss or cost that may be suffered by Contractor as a result of Contractor’s failure to be so informed, and Contractor acknowledges and agrees that it has not relied on any representation or statement, written or oral, of County in choosing to enter into this Contract.
5. **Title to Timber.** This Contract is solely for purposes of cutting and hauling timber in the Timber Harvest Area. Nothing herein shall be construed as granting Contractor any right, title, or interest in the timber. The ownership of and title to the timber, whether cut or uncut, is and shall remain with the County.
6. **Bond, and Time of the Essence.** Contractor shall not commence work within the Timber Harvest Area until written notification has been received from County that all Contract requirements have been met. Contractor shall furnish to County a performance bond in the amount of \$20% OF BID PRICE. Contractor shall complete all work under the Contract by June 30, 2019. The parties agree that time is of the essence in the performance of this Contract.
7. **Permits, Licenses, and Safety.** Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and the lawful prosecution of the work. In the performance of the work to be done under this contract, Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons.

8. **Compliance with Laws, Regulations, and Orders.** Contractor's duty to comply with all laws, as set forth in the Contract, expressly includes, but is not limited to, Federal laws dealing with environmental issues such as the Clean Water Act, the Clean Air Act, the Endangered Species Act, the Federal Land Policy and Management Act, the National Environmental Policy Act and Oregon laws applicable to the subject matter of this Contract including the rules and regulations of the Oregon Forest Practices Act, Oregon State Board of Health and the Environmental Quality Commission relating to the protection of soil, air and water resources. If any act of Contractor results in the violation of any such law, Contractor shall be responsible for remedying the violation as follows: by paying any and all fines, penalties, or citations; by immediately stopping any act, or, when such violation is caused by failure to act, by immediately acting in a compliant manner and by returning the County's property to a status that is fully compliant with all applicable laws.

9. **Materials and Improvements**

- a. **Materials from County Property.** Contractor 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, or other property owned by or held by County, unless authorized by this Contract or written consent of County.
- b. **Materials and Improvements.** Title to materials, improvements, and other property required of Contractor by this Contract, shall vest in and become the property of the County at the time such are furnished by Contractor and accepted by the County. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by Contractor.

All existing improvements located on County land and any improvements placed on County land by Contractor which become the property of the County, including roads, shall be safeguarded by Contractor, and if injured or damaged by Contractor or by subcontractors, employees, or agents of Contractor, shall be repaired as soon as possible under existing conditions by Contractor, without cost to the County.

- c. **Removal of Equipment and Materials.** Upon completion of the requirements of this Contract, Contractor shall promptly remove from the Timber Harvest Area and work location, and other property owned or controlled by County, all equipment, materials, and other property Contractor has placed or caused to be placed thereon that is not to become the property of County. It is agreed that any such equipment, materials, and other property that are not removed, shall become the property of County and may be used or otherwise disposed of by County without notice or obligation to Contractor or to any party to whom Contractor may attempt to transfer title. Nothing in this section shall be construed as relieving Contractor from an obligation to clean up and to burn, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this Contract. To the extent County experiences any cost from the cleanup or removal of any property left on the work site, Contractor shall be responsible for such costs and shall promptly pay County after receipt of an invoice for the same.

10. **Violations, Suspensions, and Cancellation.** In addition to all other remedies available to County under the Contract, at law, or equity, if Contractor violates any of the provisions of this

Contract, County may, after giving written notice, suspend any further operations of Contractor under this Contract, except those operations necessary to remedy any violations.

If Contractor fails to remedy any violations of this contract within 10 days after receipt of the suspension notice given under this section, County may, by written notice, cancel this Contract and take appropriate action to recover all damages and expenses suffered by County by reason of such violations, including application of any advance payments and any performance bonds toward payment of such damages.

If Contractor cuts or removes any of the timber under this Contract during any period of suspension, or if Contractor cuts any of the timber after the expiration of the time for cutting or the cancellation of this Contract, such cutting or removal shall be considered a willful trespass and render Contractor liable for treble damages in accordance with applicable Oregon law. County shall have the authority to suspend the activities of Contractor, wholly or in part, under this Contract for such period or periods necessary due to fire hazard conditions or other severe weather occurrence.

11. **Work Responsibility and Acceptance.** Prior to the completion and final acceptance of work, Contractor shall be held responsible for, and shall correct any injury or damage to, the work or any part of the work, from any cause whatsoever.

County shall make final inspection of work done by Contractor within ten (10) calendar days after written notification is received by County from Contractor stating that the work is completed. Following inspection, County will notify Contractor of acceptance in writing. If the work is not acceptable to County, County shall advise Contractor in writing of the particular defects to be remedied before final acceptance by County can be made.

12. **Inspection.** County, through its authorized and designated representative, shall at all times be allowed access to all parts of the logging operations and work locations of Contractor, as may be required to make a complete and detailed inspection. County shall be furnished such information and assistance by Contractor, or the designated representative(s).

13. **Operations Plan.** Contractor shall prepare an Operations Plan for all operations to be conducted under this Contract and submit the plan to County at least five (5) calendar days prior to commencement of any work. This plan shall be prepared on a form provided by County and shall be used for all types of operations, including project work, logging, and post-harvest requirements. County may require an on-site meeting prior to approval of the Operations Plan, attended by Contractor, subcontractor, and County representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and Contractor must comply with this plan. Contractor shall notify County whenever operations will be inactive for more than three days, and again when operations will be resumed.

Upon approval by County, the Operations Plan will automatically be incorporated into, and made part of, this Contract. Contractor's strict compliance with the Operations Plan, as approved by County, is a material condition and covenant of this contract.

Any changes to the plan must have County prior approval in writing. Contractor shall comply with all provisions of the Operations Plan in accordance with the Oregon Forest Practices Act.

#### 14. Timber Harvest Area

- a. **Timber Harvest Area.** The Timber Harvest Area is located on Exhibit A of this Contract. The taking of timber that is not Designated Timber, or the taking of timber or infliction of damage beyond the boundaries of the Timber Harvest Area shall constitute a trespass. Any trespass resulting from the acts or omissions of Contractor will be deemed a breach of this Contract. For said trespass and breach, Contractor shall pay the County the following damages:
  - i. Treble the County's delivered contract price to a designated mill if Contractor's acts or omissions are willful or intentional; or
  - ii. Double the County's delivered contract price to a designated mill for each species involved in the trespass, if Contractor's acts or omissions are not willful or intentional.
- b. **Designated Timber.** The following is Designated Timber:
  - i. All trees within the Timber Harvest Area marked on the ground and shown in Exhibit A are Designated Timber and shall be harvested except any trees behind riparian buffer boundaries as marked on the ground and shown in Exhibit A.
  - ii. Trees on County property but not within the Timber Harvest Area, and not marked as Designated Timber, shall not be harvested, unless instructed otherwise by the County.
- c. **Protection of Markings and Monuments.** Contractor shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, Contractor shall report it to County within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. Contractor shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by Contractor's activities. County may reestablish such markers or monuments and bill Contractor 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, Contractor shall notify County. Contractor shall not disturb any corner until County has referenced or otherwise preserved the corner.
- d. **Simultaneous Use of Area.** County reserves the right to issue written authorization to others to use the Timber Harvest Area or access roads provided that, in the determination of County, such use will not materially interfere with the operations of Contractor. During the period of this Contract, County reserves the right to sell any products or materials from the Timber Harvest Area, provided that removal of the products or materials will not materially interfere with the operations of Contractor. Contractor shall not interfere with the use of roads by other authorized users.

#### 15. Log Removal. All logs defined below shall be removed as Designated Timber under this Contract:

- a. Any conifer log that conforms to grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: five inches (5") in gross scaling diameter, containing ten (10) board feet (net).
- b. Any conifer log that meets the specifications of utility grade or special cull grade or buckskin logs that are at least 33% sound.



- c. Any hardwood log containing ten or more (10) board feet.

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

With County's written consent, other logs may be removed from the Timber Harvest Area under this Contract.

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.

Contractor shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling and yarding. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

16. **Log Accountability by Log Load Receipts.** Contractor shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt before each truck leaves the landing area. Contractor shall require the truck driver of each load of logs to sign the log load receipt. Contractor shall staple the load receipt and scaler receipt parts to the load as instructed on the log load receipt directions and as directed by County. Contractor shall require the scaler to record the log load receipt number on the scale ticket that is signed by the scaler, and to attach the scaler's receipt part to a copy of the scale ticket and mail to County on the date scaled.

County will issue Contractor sufficient books of serially numbered log load receipts to cover not over 30 days of operation, as determined by County. Contractor shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. Contractor shall retain all woods receipts in each book and return 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 sale inactivity over 30 days, and at the completion of timber removal from the Timber Harvest Area.

Contractor shall account for each and every serially numbered log load receipt, and shall pay damages to County for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the ten (10) largest loads of logs scaled from the sale area, charged at the highest species rate.

Contractor shall not intermingle County timber or logs designated by this contract with any other timber or logs before log scaling occurs, unless otherwise approved by County.

17. **Log Measurement.**

- a. **Scaling Locations, Rules, and Organizations.** All logs from timber harvested under the terms and conditions of this Contract shall be:
  - i. Scaled at scaling locations approved by County;
  - ii. Scaled by a third-party scaling organization with a current agreement with County unless otherwise approved by County; and
  - iii. 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 21, Utilization Scale. Scaling of hardwood loads is required.

Contractor shall provide County with remote check scaling opportunities for logs scaled under this contract.

In the event scaling is suspended for any reason, hauling operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

- b. **Cost of Scaling.** All costs of scaling and all costs in connection with reports furnished and delivered to County shall be paid by County and/or mill as required.
  - c. **Scaling Instructions.** Contractor agrees that County will provide instructions to the approved third-party scaling organization for the scaling practices to be used for timber removed from the timber sale area. Instructions will conform to the terms of this Contract, including special scales as necessary. Contractor shall acknowledge and sign such instructions and will receive a copy.
  - d. **Logs Damaged During Handling.** Mechanical damage to logs shall be prevented during log loading, unloading, and roll-out. Deductions for damage occurring during these operations will not be allowed.
  - e. **Add Back Volume.** Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area will not be allowed in determining net volume. Volume of material deteriorated due to delay in removal will be reported to County and paid for at the County's delivered contract price to a designated mill. Cost for separate reports shall be paid by Contractor.
  - f. **Conversion Factors.** County may approve the use of appropriate conversion factors, sample scaling techniques, and measurement by weight when such methods are a more practical means to measure the timber and logs sold by this contract. Measurement for converting factors, random sample determination, and weighing of the products shall be done by an approved independent third party or County employee.
18. **Log Branding.** Every log removed from the timber sale area by Contractor shall be clearly branded using County Brand, CC 1, and painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint, (supplied by Contractor, brand of paint approved by the County), unless otherwise approved in writing by County. Paint should be applied on both ends of the logs if possible. County may issue Contractor one or more branding hammers registered to County. Contractor shall use only those brands issued or approved by County for timber sold under this contract. Only those brands issued by County for use on timber sold under this contract shall be allowed on the sale area at any time.

When branding and painting of all logs is impractical because of the small size of the logs and number per load, County may give written authorization for use of a combination of brands and paint. In this case, at least half of the logs shall be branded, and all logs shall be painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint.

In addition, Contractor shall brand and paint all logs left singly or in decks along rights of way, and shall brand and paint all logs yarded and left on landings after termination of operations each day. Contractor shall make every effort to remove logs from roads or landings within a reasonable period of time, and agrees to notify County in advance of intention to leave logs

decked along roads or on landings for more than 96 hours. County may scale such decked logs, and Contractor shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

When the brand registered to County is issued, Contractor agrees to sign a receipt for those branding hammers and to return them in good condition within 14 calendar days of completion of log hauling. Contractor shall pay a fee of \$50 to County for each branding hammer returned to County in damaged and unusable condition, or \$100 for each branding hammer not returned within the time specified by County.

19. **Hauling and Operating Time Restrictions.** Contractor shall not operate heavy trucks into or out from the sale area on weekends, County observed holidays, or outside the hours of 7:00 a.m. to 4:30 p.m. daily, without notification and prior approval by County and Mount Hood Rock Quarry. Vehicles operating loaded or unloaded through residential areas shall travel slowly and operate as quietly as reasonably possible, especially before 8 AM.
20. **Route of Haul.** Contractor shall furnish to County, at the time of making request for scaling approval, a map showing the scaling location and the precise route of haul which will be used to haul logs from the Timber Harvest Area to the scaling location. Such route of haul will 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 notice to and approval by County.

Upon loading at the Timber Harvest Area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. No storing of log loads for delayed delivery will be allowed, without prior approval from County.

21. **Utilization Scale.** County shall scale logs or portions of logs that are broken, wasted, or not removed by Contractor due to:
  - a. Improper felling or bucking of the logs;
  - b. Failure to remove the logs prior to deterioration; or
  - c. Contractor shall pay for logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage, at the County's delivered contract price to a designated mill. County shall notify Contractor of the volume of logs so scaled. Payment shall be considered due on such volume as if the logs were removed on the date of said notification.

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

22. **Special Products.** Contractor shall not sell special products from the Timber Harvest Area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the Timber Harvest Area without prior written approval of County. If County grants approval for special product manufacturing, Contractor shall make satisfactory arrangements for measurement of the products. Special products are any products not in log form manufactured from material having a price under the Contract.

23. **Access.** Contractor shall use Mount Hood Quarry's road to access the sale. 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, Contractor shall have the right of access over, in and through the Timber Harvest Area for the purpose of cutting and removing the timber or performing the work to be done under this Contract. Contractor's access provided herein is non-exclusive, non-possessory, and revocable at will by the County and in the County's sole discretion.
24. **New Road Construction.** If the scope of Contractor's work includes the construction of any road on the County's property, Contractor shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, Contractor shall ensure that all road design and construction includes a sufficient number of culverts in areas where drainage is necessary, and that the road design and construction does not result in an inappropriate amount of erosion or sediment so as to cause impacts on water quality. Contractor will bear all of the costs of building said roads including delivery and cost of any rock that is used.
25. **Road Maintenance.** Contractor's responsibility for normal road maintenance commences with Contractor's first use of a road for any activity under the contract. Contractor's responsibility will continue through any active periods until final acceptance of the road maintenance for this sale is made by County. Contractor is responsible for all road maintenance on County lands all the way to the gate located at the northwest portion of the Timber Harvest Area. County will maintain the BLM road from the gate down to Mount Hood's paved road.

Normal road maintenance is required for all other existing roads used for any activity under this Contract. A road which is constructed or reconstructed by Contractor shall assume the status of an existing road upon acceptance in writing by County.

Normal maintenance includes work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures, as follows:

- a. Contractor shall maintain the existing cross section of dirt or graveled roads by blading and shaping the surface and shoulders. Banks shall not be undercut. Established berms shall be maintained. Additional berms shall be placed where needed to protect fills. County may require cross ditching on certain roads.
- b. Contractor shall perform all cleanups including the removal of bank slough, minor slides, and fallen timber. This material shall be deposited at a location identified by County. Contractor shall replace material eroded from fill slopes and clean out drainage ditches and culverts.
- c. Contractor shall patch and place additional rock on gravel road surfaces as necessary to repair damage and restore the road, as requested or directed by the County.
- d. Contractor shall remove brush or tree growth which encroaches on the road and develops during the contract period. Herbicides may be used only with written authorization of County.

While performing normal road maintenance work, Contractor shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches, slides, or other sources. Contractor shall not blade any of the surface road material from the roads which includes when/if snow is plowed off the road.

While performing logging operations, Contractor shall minimize damage to ditches, cut banks, fill slopes, and road surfaces. Where damage does occur, Contractor shall restore the road to its original condition, as directed by County.

All roads in the sale area shall be kept free of obstructions and maintained in a condition that permits ongoing travel during the operation, unless otherwise approved by County.

Prior to any inactive periods, drainage systems on the roads and landings will be reestablished so that:

- a. Exposed soil will not erode into waters of the State; and
- b. Drainage water will not saturate fills.

During active periods, Contractor is responsible for maintenance needs that are caused by public use of the road and that can be accomplished under the terms of normal maintenance. Upon written approval from County, Contractor may restrict use of the roads by others. Measures may include signing, gating, or blocking off the road. Approval of measures by County does not relieve Contractor from normal maintenance responsibilities during active periods in the event that such measures do not restrict vehicular traffic.

Upon written acceptance of road maintenance at the end of the active period, Contractor will not be required to perform normal road maintenance during the inactive period. Upon resuming activity, Contractor shall resume maintenance.

## **26. Harvest Operations**

- a. **Felling.** Contractor shall comply with the following requirements for felling:
  - i. Fell all trees within the Timber Harvest Area as described in this Contract.
  - ii. Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads, skyline roads and landings shall be marked on the setting by Contractor and approved by County prior to any felling.
  - iii. Trees shall not be felled across the Timber Harvest Area boundaries, unless previously authorized in writing by County. Any trees that fall across sale boundaries shall be yarded back into the Timber Harvest Area prior to limbing or bucking
  - iv. Trees/logs shall not be felled or decked in the younger stands of reproduction unless previously authorized in writing by County.
  - v. Trees will not be felled into the riparian stream buffers.
  - vi. When falling trees in the cable portions of the harvest unit, the larger trees can have the bottom saw log bucked off. The remainder of the tree with top and limbs attached must be yarded to the landing.
- b. **Protection of Soil.** In the Timber Harvest Area, or portions thereof, where ground yarding has been approved in the Operations Plan, Contractor may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions
  - i. This timber harvest will require uphill and downhill skyline yarding. Contractor shall provide appropriate equipment and knowledgeable operators so as to

minimize damage to County's property and the waters of the State. Contractor's logging plans will require approval of County before logging begins.

- ii. When ground yarding is used, Contractor must use the type of ground yarding equipment as specified herein. However, Contractor must limit skid roads and trails used to ten percent (10%) or less of the ground yarded area and restrict equipment operations to these skid roads and trails.
- iii. Pre-existing openings within the stand, existing skid roads and/or 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. Total area of soil disturbance of old and new skid roads and trails used shall not exceed ten percent (10%) of the ground yarded area.
- iv. Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
- v. Ground yarding equipment shall not operate on slopes greater than 35%. Written approval may be granted for short distances on slopes exceeding 35% when, in the opinion of County, it would be unreasonable to yard by pulling line.
- vi. Ground yarding will be permitted on haul roads, only when authorized by the County in writing.
- vii. Prior to the beginning of felling operations, Contractor shall mark the locations, on the ground, of all major skid roads and skyline roads, subject to County approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to, unless otherwise approved in writing by County.

If the above conditions are not met by Contractor, County at its option reserves the right to require either or both of the following: (1) Suspend yarding, require Contractor to mark skid trails and roads on the ground, and obtain prior approval before resuming yarding activities; or (2) Suspend yarding during portions of the year when soil moisture is critical as determined by the County.

Time lost while County exercises any of the above options shall be considered cause for contract extension.

- c. **Damage to Reserved Trees.** Reserved trees are those trees in the Timber Harvest Area, or on adjoining County property, which are not to be cut by Contractor. If damage to reserve trees occurs and is determined unavoidable by County, or results from activities approved in the Operations Plan, then no charge will be made for damage.

If Contractor's activities result in avoidable damage to reserved trees as determined by County, Contractor shall pay for such trees at the following rates:

- i. The County's delivered contract price to a designated mill when:
  - 1. "Minor damage" to reserve trees 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 least twenty-four (24) square inches, but less than damage defined as "major damage."
  - 2. Trees must be cut in order to facilitate contract operations, or for safety around landings, as approved in writing by County.
- ii. Double the County's delivered contract price to a designated mill shall be paid when:
  - 1. "Major damage" to reserved trees is caused by operations of Contractor. Major damage is defined as 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.
- 2. Tree top is knocked out.
- 3. More than 50 % of live crown is removed.

County may direct damaged trees to be left. In that case, payment for damage to reserved trees will be reduced by single the contract value of such trees.

The payment for reserved trees shall not release Contractor from liability for other damage to the property of County.

If more than ten percent (10%) of the conifer reserved trees suffer "minor damage," or if any conifer reserved trees suffer "major damage" as defined, County reserves the right to:

- iii. Suspend felling and/or yarding until corrective measures have been agreed upon by County and Contractor.
  - iv. Require limitations on log length and/or the number of logs in each yarding turn.
  - v. Specify the size and type of equipment to be used.
  - vi. Receive appropriate compensation for County damages and remedy efforts, including staff time spent addressing the issue.
- d. **Damage to Reforested Areas.** The nature of this timber harvest will result in considerable damage to existing reforested areas. Contractor and County shall jointly plan how logging will proceed and how extensive the damage to reforested areas will need to be. Contractor may be charged for damage outside that allowed in the logging plan at the rate of \$9.00 per tree.
- e. **Fire Trails.** No fire trails are required under this Contract.
- f. **Project Work.** Contractor shall complete the projects described below in accordance with specifications provided and instructions from County. Project locations are shown on Exhibit A unless otherwise described. Contractor shall furnish all material unless otherwise specified. The projects are as follows:
- i. **Firewood.** Contractor shall deliver 125 tons of fir, hemlock, cedar, alder or maple logs to Barton Park for use as firewood. Barton Park is located 7.5 miles north of Estacada on Hwy 224. Logs may be of any length and size but shall be sound. Logs shall be set on the ground by Contractor at a location in Barton Park designated by County. Logs shall be weighed at County's truck scale at Barton Park or at another location approved by County. Logs shipped from this sale shall be those pieces, chunks, short logs and other logs which are unsuitable for saw logs. Contractor shall need to have pre approval from the County before crossing any water. Contractor will construct any stream crossings in conformance with the Oregon Forest Practices Rules. Due to the nature of the streams in this timber sale area, stream crossings will need to be removed when logging is completed. Fill at stream crossings will be strictly limited to logs without soil.
  - ii. Contractor shall construct spur roads in the approximate location of a flag-line (Black and pink striped ribbon) marked on the ground and shown on the Exhibit "A" unless approved by the County first. The road shall be the minimum width and length necessary to log the Timber Harvest Area.

There are no other projects required by this contract.

## 27. Special Conditions

- a. **Tractor/Shovel Yarding.** Tractor yarding shall not be used on slopes over 35%.
- b. **Yarding Equipment.**
  - i. **Tractor/Shovel Yarding Areas:** Contractor will use a County approved, tracked shovels using machinery that is appropriate in size for the job. Tractors (skidders) may be used for skidding only with written County approval, which is revocable if in the sole opinion of the County, the skidders are causing excessive damage to county property.
  - ii. **Wheeled Skidders:** Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to County property.
  - iii. **Cable Yarders:** This contract requires a skyline yarder of capable of both uphill and downhill skyline yarding. Contractor shall provide a cable yarding side that is appropriate for the nature and the size of the job and the size of existing landings. Cable can be hung outside the Timber Harvest Area provided it follows the guidelines set forth in Section 27 (g.) and solely in order to get proper deflection or guy anchor spacing. At no time may Contractor trespass upon the property of another owner unless a separate agreement is reached between said owner and Contractor. Damage to areas outside the Timber Harvest Area shall be kept to a minimum and repaired by Contractor to County satisfaction. Cable roads through stream buffers shall be kept to a reasonable minimum.
- c. **Loading Equipment, Landing Location & Construction.** A track-mounted hydraulic loader is necessary for loading trucks on this sale. Construction of landings is not desired, but if loading in the road the road needs to be rocked enough to keep it from breaking down into the subgrade.
- d. **Snag Felling, and Hardwood Tree Cutting.** Contractor may only fell snags located on County property which are a direct safety threat to logging personnel or are required to be felled for fire protection or fire hazard reduction. County, at its option, may require Contractor to fall conifer or hardwood whips in the units.
- e. **Branding Hammers.** If the County branding hammer is not returned in good usable condition, \$50 will be deducted from the performance bond prior to returning the bond after complete compliance by Contractor with the terms and conditions of this contract.
- f. **Wood Cutting.** No “firewood” cutting, “shake”, or “shake bolt” making will be allowed on County property by Contractor or their employees or sub-contractors. All logs, chunks of logs, or other material are County property.
- g. **Tailholds and Guyline anchors.** The County has obtained permission from it adjacent Landowners (USFS and BLM) for tailholds and guying anchors to be placed on their property with the following conditions:
  - i. Do not cut or remove any trees on BLM or USFA lands. If a tree is damaged or pulled over the Contractor is required to notify the County the same day the event happened.
  - ii. Flag skyline locations with care so that there are no trees pushed over and skinning from raising and lowering the skyline is kept to a minimum.
  - iii. When changing skyline roads through BLM or USFS lands, the skyline will be re-spooled completely out or the timber before attaching to the next tailhold.



- iv. When attaching any cables to standing BLM or USFS timber, appropriate protection devices will be utilized (i.e., tires, cribbing, tree plates or nylon straps) to prevent girdling of the trees.
  - v. Do not select bearing trees, individual trees with an obvious bird or mammal nest or western red cedar trees for attaching cables to.
  - vi. Do not select any trees with potential nesting structure for spotted owls. These trees include large residual old-growth trees or snags, trees with branches greater than five inches in diameter or other large platforms, and tree with hollow cavities.
- h. **Post-Harvest Requirements.** Where operations by shovels are feasible Contractor shall loader or shovel pile all slash and brush following harvest activities. Piles shall be free of dirt and rock. To the degree reasonably possible, piles shall be few in number and tall so that they would burn well. Slash shall be piled as far from any reserved trees and any property lines as reasonably possible. Logs greater than 11 inches in diameter and longer than twelve feet long and to be left scattered in the unit on the ground for future wildlife purposes.
- i. **Other Uses of Contractor's Equipment.** County may require Contractor to do other work in the general area of the sale using equipment already on site. County shall pay Contractor at \$\_\_\_\_/hr. for full-sized excavators or loaders and shall pay \$\_\_\_\_/hr for wheeled and tracked tractors, inclusive of operators, at the rates submitted by the Contractor with their proposal.
- j. **Road.** Upon completion of the harvest unit, the Contractor shall then shape (grade) the haul roads and rocked spur roads. Temporary dirt spurs are to be decommissioned and water barred as directed by the County.

**ATTACHMENT A**  
**Request for Proposals #2018-88**  
**Issued xxxxx**

SAMPLE

**ATTACHMENT B  
CONTRACTOR'S PROPOSAL**

SAMPLE

## **PERFORMANCE BOND**

SAMPLE