



# AGENDA

## Thursday, February 6, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-11

### I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

### III. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation on Mt. Hood Express Bus Service (Teresa Christopherson, Social Services)

**IV. CONSENT AGENDA** *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

#### A. Department of Transportation & Development

- 2 1. Board Order No. \_\_\_\_ Accepting and Simultaneously Vacating a Portion of S. Newkirchner Road (County Road No. 332, DTD No. 42031)

#### B. Elected Officials

- 3 1. Approval of Previous Business Meeting Minutes – BCC

#### C. Business & Community Services

- 4 1. Approval of a Contract with Sanders Forest Products, dba as RSG Forest Products for the Cedar Ridge Timber Sale

### V. COUNTY ADMINISTRATOR UPDATE

### VI. COMMISSIONERS COMMUNICATION

February 6, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation on the Mt Hood Express Bus Service**

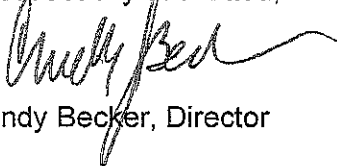
<b>Purpose/Outcomes</b>	Update the Board of County Commissioners and the citizens of Clackamas County on the Mt Hood Express bus project, including premiering a documentary about the service
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	

The Social Services Division of the Health, Housing, and Human Services Department presents an update to the Board of County Commissioners and the citizens of Clackamas County on the Mt Hood Express bus project. The presentation will include premiering Clackamas County Cable Communications' documentary about the Mt Hood Express.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year-round on Mt. Hood. The service expanded in October, 2013, after the formation of successful partnerships with private businesses and public entities, resulting in new grant funds.

This presentation will premiere a brief documentary about the Mt Hood Express created recently by Clackamas County's Cable Communications talking about the new bus service as well as the history of transportation on Mt Hood. Staff will also be available to provide updated information.

Respectfully submitted,



Cindy Becker, Director

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)



COPY  
2

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 6, 2014

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Accepting and Simultaneously Vacating a Portion of  
S. Newkirchner Road (County Road No. 332, DTD No. 42031)**

<b>Purpose/Outcomes</b>	Acknowledges acceptance of a 40-foot wide permanent right of way easement for road purposes along the as-traveled portion of S. Newkirchner Road. Simultaneously vacates the unused portion of right of way.
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	The acceptance and simultaneous vacation of right of way will have no negative impact on the traveling public.
<b>Duration</b>	Upon execution; permanent right of way easement and vacation.
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND:**

The Nichols Family Trust recently applied to partition its property situated approximately ½ mile south of Spangler Road. During the course of surveying and partitioning the property, it was determined that S. Newkirchner Road as-traveled is not within the legal county road right of way. To correct the as-traveled road in relation to the right of way, the Trust has offered to dedicate to the public a 40-foot wide right of way easement over and along the as-traveled road through the property at no cost to the County.

Under County Ordinance No. 02-2009, the Director of the Department of Transportation and Development has accepted the dedication. Approval of this Board Order will allow for simultaneous acknowledgement of the new dedication from the Trust and vacation of the unused portion of the original S. Newkirchner Road right of way. As standard procedure, the vacation will protect the rights of all existing utilities to continue to reside within the vacated portion of S. Newkirchner Road.

The portion of S. Newkirchner Road covered by the new dedication has been in continual use for many years and is open to the public. After considering traffic impacts, fiscal impacts, and social impacts, staff believes that it would be in the public's interest to accept the 40-foot right of way dedication and approve the Board Order simultaneously vacating the unused portion of existing S. Newkirchner Road right of way, in accordance with ORS 368.126.

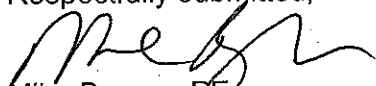
Y999

County Counsel has reviewed and approved this action.

**RECOMMENDATION:**

Staff respectfully recommends that the Board adopt the attached Board Order acknowledging acceptance of the permanent right of way easement for road purposes and simultaneous vacation of the unused portion of S. Newkirchner Road (County Road No. 332, DTD No. 42031) right of way.

Respectfully submitted,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Doug Cutshall at 503-742-4669

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Acknowledging  
Acceptance of an Easement  
Dedication and the Simultaneous  
Vacation of a Portion of S. Newkirchner  
Road (County Rd. No. 332, DTD No.  
42031), Located in Section 3,  
T.4 S., R.2 E., W.M.



Order No.  
Page 1 of 2

This matter coming regularly before the Board of County Commissioners at this time and it appearing to the Board that Mr. Victor Nichols as Trustee of the Laurence Nichols Family Trust has offered and granted a 40-foot wide permanent right of way easement for road purposes, as described and depicted in the attached Easement (Recording No. 2014-003517) and Exhibits "A" and "B" of the easement; and,

IT FURTHER APPEARING to the Board that the Director of the Department of Transportation and Development by authority under County Ordinance No. 02-2009, has accepted the easement, which in accordance with ORS 368.126, will allow the Board to simultaneously vacate the unused portion of the existing 40-foot wide S. Newkirchner Road right of way as described and shown in the attached Exhibits "C" and "D", and that said unused right of way is no longer a benefit to the traveling public, providing that utility easement rights are reserved; now therefore,

IT IS HEREBY ORDERED that said easement be accepted as a portion of S. Newkirchner Road (County Road No. 332), and the Board hereby directs staff to send copies of said easement to the Clackamas County Assessor, Surveyor Office, and the Finance Office, Fixed Assets Account; and,

IT IS FURTHER ORDERED that the portion of the original right of way as described and shown on attached Exhibits "C" and "D" be vacated; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Acknowledging  
Acceptance of an Easement  
Dedication and the Simultaneous  
Vacation of a Portion of S. Newkirchner  
Road (County Rd. No. 332, DTD No.  
42031), Located in Section 3,  
T.4 S., R.2 E., W.M.



Order No.  
Page 2 of 2

IT IS FURTHER ORDERED that rights for all exiting utilities within the vacated portion of S. Newkirchner Road are reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires or poles which are now installed in said right of way and used or intended to be used for any public service or utility. Also the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility.

ADOPTED this 6<sup>th</sup> day of February, 2014

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

COPY

Grantor: Victor Nichols, and  
Victor Nichols as Trustee of the  
Laurence Nichols Family Trust  
Address: 24572 S. Newkirchner Rd  
Oregon City, Oregon 97045  
Grantee: Clackamas County  
150 Beaver creek Rd.  
Oregon City, OR 97045

State of Oregon

Clackamas County Official Records  
Sherry Hall, County Clerk

2014-003517



NO FEE

01744639201400035170040046

01/27/2014 08:40:29 AM

After Recording Return to: *Kath Rose*  
Clackamas County Engineering  
150 Beaver creek Rd.  
Oregon City, OR 97045

D-E Cnt=1 Stn=54 COUNTER2  
This is a no fee document

Until a change is requested,  
all taxes shall be sent to:  
No Change

Accepted by Clackamas County by Act of the Road Official  
Acceptance Date: 1/22/2014

Road Name: \_\_\_\_\_  
DTD Rd. File No. \_\_\_\_\_

Authorized by Clackamas County Ordinance No. 02-2009  
Project: \_\_\_\_\_

**PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES**  
(Individual Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Victor Nichols as Trustee of the Laurence Nichols Family Trust, established January 24, 1992, and Victor Nichols, as an individual, (Grantor), for value received, hereby grants and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a permanent easement dedicated to the public for road and right of way purposes, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and with Grantor's real property more particularly described as follows:

A Tract of fee land located in the SE 1/4 of Section 3, T4S, R2E, WM, as more particularly described by that certain Bargain and sale Deed recorded on February 3, 1992, as Document No. 92-05775, and that certain Life Estate Deed recorded on November 7, 2012, as Document No. 2012-073675, both in the Deed Records of Clackamas County, Oregon, and with said Permanent Right of Way Easement for Road Purposes more particularly described as a strip of land in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

Grantee's rights include, but are not limited to, Grantee's right to enter upon the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the Easement Area in the future, and which interfere with Grantee's use of the Easement Area for the purposes described in this document.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7,

Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this 14 day of Jan 2014.

Victor W. Nichols  
Victor Nichols as Trustee of the Laurence Nichols Family Trust, established January 24, 1992

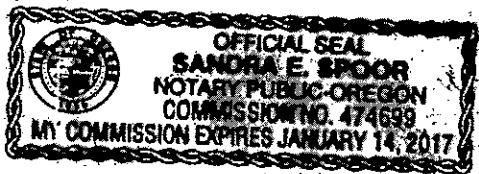
Victor W. Nichols  
Victor Nichols, as an individual

STATE OF OREGON )  
County of Multnomah ) ss.

This instrument was signed and attested before me this Jan day of 14 2014,

by Victor W. Nichols

[Signature]  
Notary Public for State of Oregon  
My Commission Expires: 1/14/17







**CENTERLINE CONCEPTS**  
LAND SURVEYING, INC.

729 Molalla Avenue, Ste. 1 and 2, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

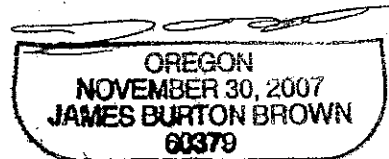
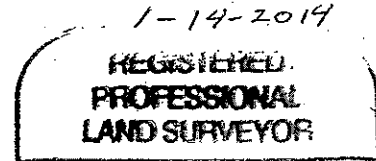
**Exhibit "A"**  
**Permanent Right of Way Easement**  
**For Road Purposes**  
**Legal Description**

A Strip of land being a portion of that property described in Deed Document No. 2012-073675 and 92-05775, both of Clackamas County Deed Records, located in the Southeast one-quarter of Section 3, Township 4 South, Range 2 East of the Willamette Meridian, County of Clackamas, State of Oregon, being a 40.00 wide strip of land with sidelines being 20.00 feet on both side of the following described centerline, said sidelines lengthened or shortened to fall on the North and South boundaries of the above mentioned Deed Document Tract.

**BEGINNING** at a point on the North line of that Tract of land described in Deed Document No. 92-05775, Clackamas County Deed Records, said point bears N89°55'32"W, 39.03 feet from the N.E. corner of said Document No. 92-05775, said corner being coincident with the N.W. corner of Lot 1, per the plat of "Keirseey Estates", Clackamas County Plat Records; thence leaving said North line along the centerline of Newkirchner Road as traveled, the following courses:

S27°18'23"W, 27.27 feet to a point of curvature; thence along a curve the right, having a radius of 15,000 feet, through a central angle of 1°49'56", an arc length of 479.67 feet (chord of which bears S28°13'21"W, 479.65 feet) to a point of tangency; thence S29°08'19"W, 62.21 feet to a point of curvature; thence along a curve to the right, having a radius of 2,700.00 feet, through a central angle of 6°13'39", an arc length of 293.46 feet (chord of which bears S32°15'08"W, 293.32 feet) to a point of tangency; thence S35°21'58"W, 517.65 feet to a point of curvature; thence along a curve to the left, having a radius of 500.00 feet, through a central angle of 18°07'32", an arc length of 158.18 feet (chord of which bears S26°18'12"W, 157.52 feet) to a point on the South line of said Deed Document Number 2012-073675 Tract, said point bears N89°36'33"W, 834.65 feet from the Southeast corner thereof, said corner being coincident with the Southwest corner of Lot 5 per said Plat of "Keirseey Estates", said point being the **POINT OF TERMINUS**.

**CONTAINS** 61,537 Square Feet more or less.



RENEWAL DATE 12-31-2015

SIGNED ON: 1-14-2014

POINT OF BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
NOVEMBER 30, 2007  
JAMES BURTON BROWN  
60379

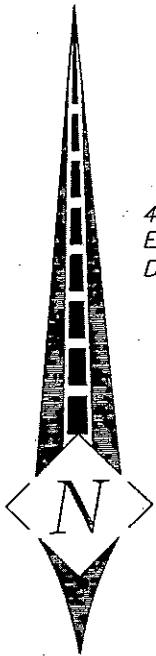
VALID THROUGH DECEMBER 31, 2015

DOCUMENT NO.  
2012-073675  
AND 92-05775

DOCUMENT NO.  
2012-073675  
AND 92-05775

CENTERLINE LOCATION  
OF ROAD NO. 332  
PER COUNTY ROAD  
NOTES, TO BE  
VACATED

40.00' PERMANENT RIGHT OF WAY  
EASEMENT FOR ROAD PURPOSES  
DEDICATION AREA=61,537 S.F. +/-



N 89°55'32" W  
39.03'

N.W. CORNER  
LOT 1  
"KEIRSEY ESTATES"

LOT 1

LOT 3

LOT 4

LOT 5

KEIRSEY ESTATES

S 27°18'23" W  
27.27'

L=479.67'  
C1

S 29°08'19" W  
62.21'

L=293.46'  
C2

S 35°21'58" W  
517.65'

L=158.18'  
C3

20.00'  
20.00'

POINT OF TERMINUS

N 89°36'33" W 834.65'

S.W. CORNER  
LOT 5  
"KEIRSEY ESTATES"

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	479.67'	15000.00'	1°49'56"	N 28°13'21" E	479.65'
C2	293.46'	2700.00'	6°13'39"	N 32°15'08" E	293.32'
C3	158.18'	500.00'	18°07'32"	S 26°18'12" W	157.52'

CLIENT: NICHOLS  
ORIG. DATE: 1-8-2014  
DRAWN BY: JBB  
SHEET No. 1 of 1

EXHIBIT "B"  
S. NEWKIRCHNER ROAD  
CLACKAMAS COUNTY, OREGON  
Scale: 1"=200'

4

  
CENTERLINE CONCEPTS  
LAND SURVEYING, INC.  
729 MOLALLA AVE., SUITE 1 & 2  
OREGON CITY, OREGON 97045  
PHONE 503.650.0188 FAX 503.650.0189

**EXHIBIT "C"**

Newkirchner Road, Vacated Portion  
Date: December 26, 2013

Tax Map No. 42E03  
Page 1 of 1

All of that portion of Newkirchner Road, (County Road Number 332), as shown on attached Exhibit "D" which by this reference is made a part hereof, located in the southeast 1/4 of Section 3, Township 4 South, Range 2 East, Willamette Meridian, and being more particularly described as follows:

That portion of Newkirchner Road which lies westerly of the easterly right-of-way line of the herein accepted Permanent Right-of-Way Easement for Road Purposes as depicted on Exhibits "A" and "B" of this Board Order, and lying between the north and south boundary of the tract of land described in Deed 1992-05775, Clackamas County Deed Records.

DOCUMENT No. 1996-073058

DOCUMENT No. 2000-025063

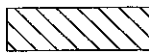
TAX MAP 42E03 TAX LOT 1790  
DOCUMENT No. 1992-05775

DOCUMENT No.  
2012-073675

TAX MAP 42E03 TAX LOT 1700



N.T.S.



VACATED PORTION OF UNUSED  
RIGHT-OF-WAY

ACCEPTED AS TRAVELED  
40 FOOT WIDE PERMANENT  
RIGHT-OF-WAY EASEMENT  
FOR ROAD PURPOSES

NEWKIRCHNER ROAD Co. Rd. No. 332

LOT 1

PLAT No. 3553

LOT 3

LOT 4

ESTATES

LOT 5

KIERSEY

DOCUMENT No. 2007-093548

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: CUTSHALL

DATE: 01/29/2014

EXHIBIT "D"  
NEWKIRCHNER ROAD  
VACATED PORTION

SHEET

1 OF 1

3

Approval of Previous Business Meeting Minutes:

January 9, 2014

(minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Thursday, January 9, 2014 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner John Ludlow, Chair**

**Commissioner Jim Bernard**

**Commissioner Paul Savas**

**EXCUSED: Commissioner Martha Schrader**

**Commissioner Tootie Smith**

### **I. CALL TO ORDER**

- Roll Call

Commissioners Schrader and Smith are out of the office and will not be in attendance today.

- Pledge of Allegiance

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone – asked for improved dialoged with Citizens regarding the Gladstone Library.

*~Board Discussion~*

2. Steven Bates, Boring – spoke about the desire to change Metro boundaries in the Boring area.

*~Board Discussion~*

### **III. PRESENTATIONS**

1. Selection of the Board of County Commissioner's Vice Chair for 2014

#### **MOTION:**

Chair Ludlow: I move we select Commissioner Schrader to serve as the 2014 Vice Chair for the Board of Commissioners.

Commissioner Bernard: Second.

Clerk call the poll:

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 3-0.

2. Proclaiming 2014 as the Canby Ferry Centennial Celebration Year in Clackamas County

Barb Cartmill, Department of Transportation and Development presented the staff report. She displayed photos of the first Ferry in 1914. She introduced Terry Learfield, Road Operations Supervisor, who manages the Canby Ferry. She then read the proclamation.

#### **MOTION:**

Commissioner Bernard: I move we proclaim 2014 as Canby Ferry Centennial Celebration Year in Clackamas County.

Commissioner Savas: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passed 3-0.

#### **IV. PUBLIC HEARING**

1. Resolution No. **2014-01** Adopting Fees for Small Claims Mediation Services through Clackamas County Resolution Services Office

Lauren MacNeill and Amy Cleary, Resolution Services presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Diane Barnes, Volunteer Mediator - spoke in support.

Chair Ludlow closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we approve the Resolution Adopting Fees for Small Claims Mediation Services through the Clackamas County Resolution Services Office.

Commissioner Bernard: Second.

*~Board Discussion~*

Clerk to call the poll:

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye. The motion is approved 3-0.

#### **V. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

#### **VI. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk to call the poll:

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye. The motion is approved 3-0.

#### **A. Health, Housing & Human Services**

1. Approval of the Agency Services Amendment No. 1 with the Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval to Apply for the Oregon Community Foundation's Oregon Parenting Education Collaborative Regional Grant - *Children, Youth & Families*
3. Approval to Apply for the Oregon Department of Education Youth Development Division 2014-2016 Community Investment Requests for Proposal – *Children, Youth & Families*
4. Approval of Amendment No. 2 to a Sub-Award Agreement with Providence Health & Services of Oregon, dba - Providence Portland Medical Center for Intensive Transition Teams Project Grant Funding – *Behavioral Health*

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Request by the Clackamas County Sheriff's Office to Accept a DUII Overtime Enforcement Grant with the Oregon State Sheriff's Association - CCSO

**C. Administration**

1. Approval of Amendment No. 1 to the Intergovernmental Lease between Clackamas County and the State of Oregon North Willamette Research and Extension Center

**VII. DEVELOPMENT AGENCY**

1. Approval of an Immediate Opportunity Fund Agreement with the the State of Oregon Department of Transportation for the Capps Road Property, also known as the Clackamas Industrial Area Opportunity Site for Funds to Construct the SE 120<sup>th</sup> Ave. Extension Road Project

**VIII. COUNTY ADMINISTRATOR UPDATE**

The following four items were signed by Don Krupp, County Administrator during the two week holiday break – Dec. 20, 2013 – January 6, 2014 – as authorized by Board Order No. 2013-97:

<b>DEPARTMENT</b>	<b>ITEM</b>
Juvenile Department	Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services
Community Corrections	Intergovernmental Agreement with the State of Oregon Parks and Recreation Department for Clackamas County Inmate Work Crew Services "As Needed"
Sheriff's Office	Intergovernmental Equipment Loan Agreement with Oregon Department of Transportation, Motor Carrier Transportation Division
Sheriff's Office	Memorandum of Understanding with Oregon Department of Transportation, Motor Carrier Transportation Division

**IX. COMMISSIONERS COMMUNICATION**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

**MEETING ADJOURNED 11:23 AM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)





4  
GARY BARTH  
DIRECTOR

**BUSINESS AND COMMUNITY SERVICES**

February 6, 2014

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Contract with Sanders Forest Products, d/b/a RSG Forest Products  
For the Cedar Ridge Timber Sale**

<b>Purpose/Outcomes</b>	This timber sale meets the objectives of County Parks & Forest and the Forest Management Plan to annually harvest an amount of timber equal to current annual year growth for the benefit of providing operating revenue to County Parks & Forest. The Cedar Ridge Timber Sale has a harvestable volume of approximately 1.3 million board feet.
<b>Dollar Amount and Fiscal Impact</b>	The anticipated timber harvest revenue to County Parks & Forest based on the volume bid amount is \$648,690.00
<b>Funding Source</b>	Sanders Forest Products was the high bid for this sale and will make payments to County Parks & Forest under the terms of the contracts based on scaled volume.
<b>Safety Impact</b>	The timber harvest operation will meet and exceed Oregon Forest Practice Act requirements.
<b>Duration</b>	Timber operations are expected to begin on February 10, 2014 and run through March 30, 2014.
<b>Previous Board Action</b>	BCC approved the Cedar Ridge Timber Sale in a July 30, 2013 study session.
<b>Contact Person</b>	Rick Gruen, County Parks and Forest Manager, x4345
<b>Contract No.</b>	01-14

**BACKGROUND:**

BCS, through its County Parks & Forest Division, owns and manages approximately 3,000 acres of timberland. These income generating timberland assets provide 25-35% of the operating revenue for County Parks, and 100% of operating revenues for County Forest. In July 2013, the BCC approved County Parks & Forest's five-year forest management strategy for 2013-2018. This strategy included preparing the Cedar Ridge unit as the next scheduled timber sale in 2013/14 and then to begin planning for the Boulder Creek Timber Sale in 2014/15.

**RECOMMENDATION:**

Staff recommends Board approval of Contract 01-14 with Sanders Forest Products for the Cedar Ridge Timber Sale.

Respectfully submitted,

Gary Barth, Director

## TIMBER SALE CONTRACT

### **Cedar Ridge Timber Sale – Project #01-14**

This contract made and entered into triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **CLACKAMAS COUNTY**, hereinafter called "COUNTY," and **Sanders Wood Products**, hereinafter called "PURCHASER," which parties do hereby agree as follows:

Section 1. Sale of Timber. Under the terms and conditions of this contract, COUNTY sells to PURCHASER, and PURCHASER buys from COUNTY, that timber designated and described in Section 40, which timber for all purposes of this contract is hereinafter referred to as "timber." The location of designated timber is shown on Exhibit A. PURCHASER shall pay COUNTY the "purchase price for timber" set forth in Section 45. The purchase price shall be paid to COUNTY in accordance with the payment schedule in Section 43.

This is a sale of timber from "Public lands" as defined in ORS 526.801(5) and may not be exported. The Forest Resources Conservation Amendments Act of 1993 authorizes Oregon and other western States to prohibit the export of unprocessed timber from public lands. PURCHASER must comply with the provisions of the federal act, ORS 526.801-526.831, and Clackamas County Board of County Commissioners Board Order number 92-484 in disposing of COUNTY timber from this sale.

Section 2. Quality and Quantity of Timber. COUNTY makes no guarantee or warranty to PURCHASER as to the quality or quantity of the timber. PURCHASER shall be liable to COUNTY for the total purchase price even if the quantity or quality of timber actually cut, removed, or designated for taking is more or less than that estimated by COUNTY.

Further, COUNTY makes no representation, warranty, or guarantee of the accuracy of any information either provided by COUNTY or made available by COUNTY under the Public Records Law with respect to this contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the timber sale area and Purchaser's computation of its bid for this contract. The PURCHASER agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

### Section 3. Definition of Terms.

Areas of Operations means the locations where PURCHASER performs the operations described in the Contract.

Contract means the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, the accepted bid, and the purchase order or price agreement document.

COUNTY means any duly Authorized Representative of Clackamas County. The Clackamas County Forester, and any designated sale inspector are duly Authorized Representatives of Clackamas County for all purposes associated with this Contract.

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

Operations mean all the activities conducted by PURCHASER 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 PURCHASER 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 PURCHASER notifies COUNTY of the plans and schedule for completing the operations described in the contract. It also contains the names of the subcontractors, Purchaser'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.

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

Timber Sale 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.

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 PURCHASER by this contract.

Section 4. Examination of Locations and Conditions. It is understood that PURCHASER, before signing this contract, has made a careful examination of all plans and specifications set forth in this contract; that PURCHASER has obtained full information as to the quality and quantity of materials and the character of the work required; and that PURCHASER has made a careful examination of the timber sale area and the location and conditions of work, including sources of supply for materials. COUNTY, in no case, will be responsible for any loss or cost that may be suffered by PURCHASER as a result of Purchaser's failure to be so informed, and PURCHASER 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.

Section 5. Title to Timber. During the period of this contract, and any extension, PURCHASER shall have the right to cut and remove timber from the Timber Sale Area. That right shall automatically cease if PURCHASER defaults on the terms of this Contract in any way.

The ownership of and title to the timber shall pass to PURCHASER as the timber is paid for from the timber sale area. Any right of PURCHASER to cut and remove the timber shall expire and end at the time this contract, or any extension, terminates. All rights and interests of PURCHASER in and to the timber and logs remaining on the timber sale area shall, at that time, automatically revert to and revest in COUNTY, without compensation to PURCHASER.

Section 6. Purchase Price, Bond, and Time of the Essence. COUNTY acknowledges that at signing, PURCHASER has provided proof of meeting all conditions related to the performance bond, insurance, first payment, and fully executed contract to COUNTY. PURCHASER shall not commence work on the timber sale area until written notification has been received from COUNTY that all Contract requirements have been met.

- (a) Purchase price for timber: See Section 44
- (b) Performance bond: **\$ 20% OF BID PRICE**
- (c) Completion date of contract: **NOVEMBER 1, 2014**

Time is of the essence in this contract. PURCHASER shall complete and fully perform this contract within the time specified in this section, unless extended in accordance with Section 26. PURCHASER may be required to perform uncompleted contractual obligations at a time later than stated above or in Section 26. Notification of these obligations and their completion date will be made in writing by COUNTY.

Section 7. Assignment of Contract. PURCHASER agrees not to assign, transfer, convey, or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of PURCHASER to execute or perform this contract, to any other person, firm, or corporation, without the previous written consent of COUNTY. Should the contract assignment be approved, it shall be in total, with no rights being retained by original PURCHASER, regardless of any assignment or delegation. COUNTY shall retain Purchaser's performance bond, and PURCHASER shall remain liable for claims as provided in Sections 9, 13, 14, and 15 of this contract.

Section 8. Subletting of Contract. It is understood and agreed that if all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by PURCHASER shall in no way relieve PURCHASER of any responsibility under this contract. PURCHASER shall notify COUNTY in writing of the names and addresses of each subcontractor, prior to the commencement of any contract work by the subcontractor.

Section 9. Indemnity and Hold Harmless. PURCHASER shall defend and hold harmless the COUNTY, the COUNTY Commissioners, their officers, agents, and employees, from all claims, suits, or actions of any nature resulting from or arising out of the acts or omissions of PURCHASER or its subcontractors, agents, or employees under this contract. PURCHASER shall indemnify, and hold COUNTY harmless against any liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including all tax withholding laws.

Section 10. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Section 11. Waiver. Failure of COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

Section 12. Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the STATE of Oregon, as interpreted by the Oregon courts without giving effect to the conflict of law provisions thereof. Any litigation arising out of this contract shall be conducted in the courts of the STATE of Oregon.

Section 13. This section is intentionally left blank.

## BONDING AND INSURANCE

Section 14. Performance Bond. PURCHASER shall furnish COUNTY with a performance bond which shall guarantee complete compliance by PURCHASER with the terms and conditions of this contract and the faithful performance of all required obligations. Bonds may be in the form of surety bonds, cash deposits, assignments of surety, irrevocable letters of credit, or other securities determined acceptable by COUNTY. Surety bonds must be written by a surety company authorized to do business in the State of Oregon.

Performance bonds, other than surety bonds, will be retained by COUNTY for a period of 120 days after all work has been accepted by COUNTY per Section 43. Performance Bonds will be released after 120 days, provided no claims are pending. Surety bonds will be released after all work is accepted by COUNTY. The surety company will be liable for any claim filed within the 120 day period.

Section 15. Payment Bond. PURCHASER shall furnish an acceptable surety payment bond, blanket payment bond, or cash to COUNTY as guarantee for payment for timber. The bonds or cash shall be in an amount at least equal to the value of timber estimated to be removed during one-month plus 15 day billing period. In any event, the amount shall not be less than one installment payment as specified in Section 43. Under a payment bond, PURCHASER may then remove timber for a 30-day period, after which time, payment becomes due and owing. PURCHASER shall make cash payment within 15 days following the end of the monthly period. Upon payment for timber removed in the monthly period, the payment guarantee may be applied as a guarantee for a subsequent period.

In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

Section 16. Insurance. PURCHASER shall secure, at Purchaser's expense, and keep in effect during the term of this contract, the following insurance coverage, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificates that COUNTY will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy.

The coverage shall be as follows:

- (a) Commercial General Liability Insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence with no more than \$5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.
- (b) Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
- (c) Loggers Broad Form coverage in an amount not less than \$2,000,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, contractors, agents and others working or acting for PURCHASER.
- (d) Worker's Compensation insurance as statutory required for persons performing work under the contract.

- (e) The insurance policy or policies required under this section, excluding Loggers Broad Form, shall name the COUNTY of CLACKAMAS, the COUNTY Commissioners, their officers, agents, and employees, as additional insureds.
- (f) As evidence of the insurance coverage required by this contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverage to COUNTY.
- (g) PURCHASER 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 PURCHASER under this Agreement, unless this requirement is expressly modified or waived by the County.

LAWS AND REGULATIONS

Section 17. Payments, Contributions, and Liens. Under the provisions of ORS 279B.220 PURCHASER shall:

- (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the COUNTY, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Section 18. Permits, Licenses, and Safety. PURCHASER 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, PURCHASER shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of PURCHASER Stated herein shall cease upon the work being accepted as complete by COUNTY.

Section 19. Workers' Compensation Insurance. PURCHASER shall perform the work to be done under this contract in accordance with the requirements of the Workers' Compensation Law of the STATE of Oregon during the term of this contract. In addition, the PURCHASER, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.

Section 20. Medical Care. PURCHASER shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such PURCHASER, of all sums which PURCHASER agrees to pay for such services and all moneys and sums which PURCHASER collected or

deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 21. Labor Laws and Prevailing Wages. Insofar as applicable to the work to be done under this contract, PURCHASER shall pay prevailing wages and comply with all STATE and federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS Chapter 279B, which relates to wage rates to be paid on public works. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, except in cases of contracts for personal services as defined in ORS 279A.055. The employee shall be paid at least time and one-half pay:

- (a) For all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. Employers must give written notice to employees of the days and hours of required work.

Section 22. Laws, Regulations, and Orders. PURCHASER shall at all times observe and comply with all federal and STATE laws, and lawful regulations issued hereunder, and local bylaws, ordinances, and regulations, which in any manner affect the activities of PURCHASER under this contract. PURCHASER shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of PURCHASER. If any act of PURCHASER results in the violation of any such law, PURCHASER 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.

PURCHASER's duty to comply with all laws 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.

#### MATERIALS AND IMPROVEMENTS

Section 23. Materials from COUNTY Property. PURCHASER 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.

Section 24. Materials and Improvements. Title to materials, improvements, and other property required of PURCHASER by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by PURCHASER and accepted by the COUNTY. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by PURCHASER.

All existing improvements located on COUNTY land, and any improvements placed on COUNTY land by PURCHASER which become the property of the COUNTY, including roads, shall be safeguarded by

PURCHASER, and if injured or damaged by PURCHASER or by contractors or agents of PURCHASER, shall be repaired as soon as possible under existing conditions by PURCHASER, without cost to the COUNTY.

Section 25. Removal of Equipment and Materials. Upon completion of the requirements of this contract, PURCHASER shall promptly remove from the timber sale area and work location, and other property owned or controlled by COUNTY, all equipment, materials, and other property PURCHASER 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 PURCHASER or to any party to whom PURCHASER may attempt to transfer title. Nothing in this section shall be construed as relieving PURCHASER 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, PURCHASER shall be responsible for such costs and shall promptly pay COUNTY after receipt of an invoice for the same.

#### EXTENSIONS, MODIFICATIONS, AND DEFAULT

Section 26. Causes Beyond Control. In the event PURCHASER is prevented by a cause or causes beyond reasonable control of PURCHASER from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render PURCHASER liable in damages therefore or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, PURCHASER shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control," is defined as any one or more of the following causes affecting operations of PURCHASER: fire or other casualties and accidents; strikes, riots, and civil commotions; war and acts of public enemies, including terrorism; storms, floods, and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of PURCHASER.

Section 27. Extension of Time. An extension of time for performance of this contract may be made by COUNTY only upon written request from PURCHASER, and with the written consent of an extension of the security by the surety of PURCHASER. In addition to the cause or causes beyond the reasonable control of PURCHASER specified in Section 26, the extension under this section may be granted because of PURCHASER'S participation in priority salvage operations on other COUNTY lands which did not exist prior to the date of this contract.

If none of the above conditions apply, COUNTY may, at its option, grant an extension of time when it is in the best interests of COUNTY. Market conditions shall not be considered a reason for extension under this section.

A written request must be received by COUNTY not later than 30 days prior to the expiration date of this contract, unless the cause for delay in performance occurred within the 30 days prior to the expiration of the contract; in which event, written application must be made prior to the expiration date. The written request for extension shall state the date to which the extension is desired, the area of the sale to be extended, and the reason(s) why the extension is necessary.

COUNTY will make the final determination as to whether the reasons given for nonperformance by PURCHASER shall be grounds for an extension including whether or not a cause was beyond the reasonable control of PURCHASER. If COUNTY accepts the reason(s) for extension, COUNTY may grant an extension of time, not to exceed one year, subject to one or more of the following conditions:



- (a) COUNTY may require payment at the time of the extension of the full amount of the unpaid balance of the purchase price. In the case of scale or recovery sales, such payment will be an advance deposit, based on remaining volume, as estimated by COUNTY.
- (b) In lieu of full payment, if PURCHASER is not otherwise in arrears in required payments, COUNTY may grant additional time for payment of the unpaid balance. Such granting of additional time for payment shall require PURCHASER to make installment payments based on timber removal as required by Section 43 of the contract, and pay an interest charge on all payments received after the original expiration date.
- (c) COUNTY may require completion of certain requirements of the contract, such as fire trail construction, snag felling, slash preparation work on logged portions of the sale area, and road construction or maintenance.
- (d) Payment of an extension fee as determined by COUNTY. Such fee will be based upon the loss of production, extra reforestation costs, brush control costs, slash disposal costs, or other costs which may be caused by the extension.
- (e) COUNTY may waive requirement for full payment, or payment of interest charge on unpaid balance, when, in the opinion of COUNTY, extenuating circumstances warrant such waiver or the extension is of benefit to COUNTY.

Section 28. Contract Modifications. COUNTY reserves the right to make, at any time during the contract, such modifications as are necessary or desirable; provided such modifications shall not (i) change the character of the work to be done; (ii) increase the cost, unless such work or cost increase is approved in writing by PURCHASER, or (iii) change the Timber Sale Area. Any modifications so made shall be in writing and shall not invalidate this contract nor release PURCHASER of obligations under the performance bond. PURCHASER agrees to do the modified work as if it had been a part of the original contract.

Section 29. Adjustment of Contract. Notwithstanding any other provisions of this contract, COUNTY may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under the contract. Examples of major catastrophes can be windstorms, floods, fire, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible. If not possible, the COUNTY may at its option (i) terminate the Contract, or (ii) enter into negotiations with PURCHASER to adjust the Contract to reflect the adjusted basis of the bargain.

Section 30. Violations, Suspensions, and Cancellation. If PURCHASER violates any of the provisions of this contract, COUNTY may, after giving written notice, suspend any further operations of PURCHASER under this contract, except those operations necessary to remedy any violations.

If PURCHASER 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 PURCHASER cuts or removes any of the timber under this contract during any period of suspension, or if PURCHASER 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 PURCHASER liable for treble damages in accordance with applicable Oregon law.

COUNTY shall have the authority to suspend the activities of PURCHASER and contractors of PURCHASER, wholly or in part, under this contract for such period or periods necessary due to fire hazard conditions or other severe weather occurrence.

Section 31. Termination. The parties agree that the COUNTY may terminate this Contract for any of the following reasons:

- Breach of the terms of the Contract as set forth in Section 30;
- The occurrence of a Cause Beyond Reasonable Control;
- In the event COUNTY determines this contract may jeopardize the continued existence of a species presently, or subsequently, listed as threatened or endangered pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), or ORS 496.172 to 496.192, COUNTY may terminate this contract in whole or in part.

In the event of termination or partial termination, PURCHASER agrees that its sole and exclusive remedy shall be the sum of:

- (a) The value of any project work completed but not yet credited through amortization;
- (b) The estimated expenditures for felling, bucking, lopping, skidding, and decking any products so processed, but not removed from the sale area; and
- (c) The actual expenses involved in acquiring and holding this contract.

Cost and expenditure estimates for items listed in (a) and (b) shall be based upon COUNTY'S appraisal for the sale. Actual expenses in (c) do not include lost profits, replacement costs of timber, or any other consequential damage suffered by PURCHASER. PURCHASER agrees to provide receipts or other documentation to COUNTY which clearly identify and verify actual expenditures.

In the event of termination of this contract, in whole or in part, by COUNTY for any reason, PURCHASER agrees that the liability of COUNTY shall be limited to the express remedies contained in this provision.

Section 32. Debt Limitation. To the extent COUNTY may incur any financial obligation under this Contract, this Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

Section 33. [Intentionally Blank]

#### NOTICES, PLANS, AND INSPECTIONS

Section 34. Work Responsibility and Acceptance.

Prior to the completion and final acceptance of work, PURCHASER 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, unless adjustment is made pursuant to Section 27.

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

Section 35. Notices. Any written notice to PURCHASER which may be required under this contract to be served on PURCHASER by the COUNTY may be served on to PURCHASER or designated representative(s) by mailing the notice to the address of PURCHASER as is given in this contract, or by leaving the notice at said address. Should PURCHASER be required to notify COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which PURCHASER may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of COUNTY.

Section 36. Authorized Representative. During any period of logging operations or activity on the timber sale area, and during any period of work performance required by this contract on location, PURCHASER shall have a designated representative(s) available to COUNTY on the timber sale area or work location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this contract. COUNTY shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract. Authorized representatives of COUNTY and PURCHASER shall be designated in the Operations Plan required by Section 38.

Section 37. 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 PURCHASER, as may be required to make a complete and detailed inspection. COUNTY shall be furnished such information and assistance by PURCHASER, or the designated representative(s).

Section 38. Operations Plan. PURCHASER 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 PURCHASER, subcontractor, and COUNTY representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and PURCHASER must comply with this plan. PURCHASER 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. PURCHASER'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. PURCHASER shall comply with all provisions of the Operations Plan in accordance with the Oregon Forest Practices Act.

#### TIMBER SALE AREA

Section 39. Timber Sale Area. PURCHASER shall be exclusively responsible for any taking of timber, infliction of damage, or trespass beyond the boundaries of the timber sale area resulting from any activities of PURCHASER. Any trespass resulting from the acts or omissions of PURCHASER will be deemed a

breach of this contract. For said trespass and breach, PURCHASER shall pay the COUNTY the following damages:

- (a) Treble the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if Purchaser's acts or omissions are willful or intentional; or
- (b) Double the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if Purchaser's acts or omissions are not willful or intentional.

Section 40. Designated Timber. In accordance with Section 1, the following is designated timber.

- (a) All trees with fresh blue paint inside the timber sale area shall be harvested.
- (b) Trees not marked or marked with orange paint or posted with boundary signs or similar COUNTY signs are reserved from cutting, unless instructed otherwise by the COUNTY.

Section 41. Protection of Markings and Monuments. PURCHASER 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, PURCHASER shall report it to COUNTY within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. PURCHASER shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by purchaser's activities. COUNTY may reestablish such markers or monuments and bill PURCHASER 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, PURCHASER shall notify COUNTY. PURCHASER shall not disturb any corner until COUNTY has referenced or otherwise preserved the corner.

Section 42. Simultaneous Use of Area. COUNTY reserves the right to issue written authorization to others to use the timber sale area or access roads provided that, in the determination of COUNTY, such use will not materially interfere with the operations of PURCHASER. During the period of this contract, COUNTY reserves the right to sell any products or materials from the timber sale area, provided that the products or materials are not covered by this contract and that removal will not materially interfere with the operations of PURCHASER. PURCHASER shall not interfere with the use of roads by other authorized users. PURCHASER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

#### PAYMENTS AND ACCOUNTABILITY

Section 43. Payment Schedule. The purchase price for timber sold under this contract shall be paid in advance as follows:

The first payment shall be paid within 30 days of the sale award or before operating, whichever is first. First payment shall be 20 % of the total estimated bid value. The total estimated bid value will be the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the estimated value of no bid species). Cash bid deposits will be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal, and as described in the payment schedule. The total estimated bid value is the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the value of hardwoods).

PAYMENT SCHEDULE:

- (a) Logging progress payments shall be made by PURCHASER for timber removed under this contract in a manner that maintains at all times a 20% reserve of the total estimated bid value until the full bid price is paid. Logging progress payments will be determined by scale reports as required in Section 47 of the Contract, or as determined by the County Forester.
- (b) Regardless of logging progress, the following payment schedule shall be met:
  - 1. Twenty percent (20%) of the bid price must be paid at the time of contract signing. The bid deposit, if cash or check, shall apply to this payment.
  - 2. An additional twenty percent (20%) of bid price including logging progress payments, must be paid by June 30, 2014.
  - 3. The total bid price (based on the County cruise), must be paid by November 1, 2014.

Total purchase price shall be calculated **AFTER** all log scale is reported by multiplying prices in Section 45 by scaled volume. COUNTY will refund any advance payment in excess of total price, or PURCHASER shall pay any deficit within 10 days of notice.

Section 44. Payments and Interest. Payments required of PURCHASER by this contract or modifications of this contract shall be received by COUNTY within the time period stated on the instrument requesting payment from PURCHASER.

Payments received after the due date stated on the billing instrument may be subject to an interest charge. The interest rate applied to overdue payments will be the prime interest rate in effect on the day the payment became delinquent, as established by US Bank, Ladd and Bush Branch or such other similar institution as may be designated by the County Forester, plus four percent (4%) per annum, compounded monthly. Interest will be calculated from the date of the original billing to the date payment is received by the COUNTY Forest Program Forester.

Section 45. Log Prices. The following price schedule shall apply for all designated timber; and payment shall be for NET log scale, unless noted.

Log prices shall be:

Douglas-fir	\$ 627.67
Hemlock, noble fir and grand fir	\$ 476.42
Red alder	\$ 200.00
Big leaf maple	\$ 50.00
Western red cedar	\$ 750.00
Utility (pulp) logs, adjusted gross scale.	\$ 50.00
Pulp by weight	\$5.00 /ton
Conifer species not named will be the same price as hemlock.	
Hardwood species not named will be the same price as big leaf maple.	

Section 46. Log Removal. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 45.

- (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.
- (c) Any hardwood log containing twenty or more (20) 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.

Other logs may be removed from designated timber sale area under this contract at prices given in Section 45.

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

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

Section 47. Log Accountability By Log Load Receipts. PURCHASER shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt before each truck leaves the landing area. PURCHASER shall require the truck driver of each load of logs to sign the log load receipt. PURCHASER 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. PURCHASER 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 receipt part to a copy of the scale ticket and mail to COUNTY on the date scaled.

COUNTY will issue PURCHASER sufficient books of serially numbered log load receipts to cover not over 30 days of operation, as determined by COUNTY. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. PURCHASER 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 sale area.

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

PURCHASER 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.

Section 48. Log Measurement.

Scaling Locations, Rules, and Organizations. All logs from timber sold under the terms and conditions of this contract shall be:

- (a) Scaled at scaling locations approved by COUNTY;

- (b) Scaled by a third-party scaling organization with a current agreement with COUNTY unless otherwise approved by COUNTY; and
- (c) 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 52. Scaling of hardwood loads is required.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the scaling of logs removed from the timber sale area. PURCHASER shall furnish COUNTY with a copy of the scaling agreement upon request. Logs shall not be delivered unless an authorized third-party scaling organization scaler is available to scale load.

PURCHASER 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.

Cost of Scaling. All costs of scaling and all costs in connection with reports furnished and delivered to COUNTY shall be paid by PURCHASER.

PURCHASER shall require the scaling organization to furnish copies each week to COUNTY of all scaled certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by COUNTY, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all COUNTY logs included on the certificate.

Scaling Instructions. PURCHASER 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. PURCHASER shall acknowledge and sign such instructions and will receive a copy.

Minimum Products Specifications and Special Scale information are shown in Section 46.

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.

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 contract price. Cost for separate reports shall be paid by PURCHASER.

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.

Section 49. Log Branding. Every log removed from the timber sale area by PURCHASER shall be clearly branded using **COUNTY Brand, CC 2**, and painted with a minimum two inch (2") diameter spot of **HIGHLY VISIBLE GREEN** paint, (supplied by PURCHASER, 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 PURCHASER one or more branding hammers registered to COUNTY. PURCHASER 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, PURCHASER 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. PURCHASER 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 PURCHASER 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, PURCHASER 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. PURCHASER 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.

Section 50. Hauling and Operating Time Restrictions. PURCHASER shall not haul logs from the sale area on weekends, COUNTY-observed holidays, or outside the hours of 5:00 a.m. to 6:00 p.m. daily, without notification and prior approval by COUNTY. Trucks hauling logs through residential areas shall operate as quietly as reasonably possible, especially before 8 AM. PURCHASER acknowledges this requirement and is on notice that it will be strictly enforced, up to and including termination of the Contract.

Section 51. Route of Haul. PURCHASER 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 sale 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 sale 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.

Section 52. Utilization Scale. COUNTY shall scale logs or portions of logs that are broken, wasted, or not removed by PURCHASER due to:

- (a) Improper felling or bucking of the logs;
- (b) Failure to remove the logs prior to deterioration; or
- (b) Logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage. PURCHASER shall pay for the logs at the contract price designated in Section 45. COUNTY shall notify PURCHASER 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 PURCHASER disagrees with the findings made by COUNTY under this section, PURCHASER may furnish scaling by a third-party scaling organization acceptable to COUNTY. Costs and expenses of such third party shall be paid for by PURCHASER, and the findings of the third party shall be final.



Section 53. Special Products. PURCHASER shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the sale area without prior written approval of COUNTY. If COUNTY grants approval for special product manufacturing, PURCHASER 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.

Section 54. Access. PURCHASER shall use the access point shown or indicated on Exhibit A for access to the timber sale area and project locations. If PURCHASER desires to use an alternative route, it will be Purchaser's responsibility to secure that access and obtain prior written COUNTY approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this contract. Except as otherwise provided for in this contract, PURCHASER shall have the right of access over, in and through the timber sale area for the purpose of cutting and removing the timber or performing the work to be done. PURCHASER in so using, improving, or constructing roads shall at no time have an interest in the land, other than the right of access. PURCHASER shall comply with all applicable terms and conditions of any access documents described in the provisions of this contract, which are by this reference made a part of this contract.

Section 55. New Road Construction. If the scope of PURCHASER'S work includes the construction of any road on the COUNTY's property, PURCHASER shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, PURCHASER 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.

Section 56. Road Maintenance. Purchaser's responsibility for normal road maintenance commences with Purchaser's first use of a road for any activity under the contract. Purchaser's responsibility will continue through any active periods until final acceptance of the road maintenance for this sale is made by COUNTY.

Normal road maintenance applies to all existing roads used for any activity under this contract. A road which is constructed or reconstructed by PURCHASER 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) PURCHASER 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) PURCHASER 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. PURCHASER shall replace material eroded from fill slopes and clean out drainage ditches and culverts.
- (c) PURCHASER 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) PURCHASER 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.

- (e) PURCHASER shall apply rock to at least the first 300 feet of road accessing Brightwood Loop Road to a sufficient depth to minimize mud or dust concerns. Such rock may be taken, at PURCHASER'S expense, from the County's Brightwood rock pit. Other rock which PURCHASER chooses to apply to roads in sale area may also be taken from the Brightwood rock pit, so long as COUNTY gives prior written permission.

While performing normal road maintenance work, PURCHASER shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches, slides, or other sources. PURCHASER shall not blade any of the surface road material from the roads.

While performing logging operations, PURCHASER shall minimize damage to ditches, cut banks, fill slopes, and road surfaces. Where damage does occur, PURCHASER 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, PURCHASER 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, PURCHASER 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 PURCHASER 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, PURCHASER will not be required to perform normal road maintenance during the inactive period. Upon resuming activity, PURCHASER shall resume maintenance.

## HARVESTING OPERATIONS

Section 57. Felling. PURCHASER shall comply with the following requirements for felling:

- (a) Fell all blue painted trees within the sale area AND NOT trees marked with fresh orange paint or unmarked trees.
- (b) Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads and landings shall be marked on the setting by PURCHASER and approved by COUNTY **PRIOR** to felling of these skid-road and landing-marked trees. Rub trees shall be removed after logging of the setting has been approved by COUNTY.
- (c) Trees shall not be felled across the Timber Sale Area boundaries, unless previously authorized in writing by COUNTY. Any trees that fall across sale boundaries shall be yarded back into the Timber Sale Area prior to limbing or bucking.

Section 58. Protection of Soil. In those sale areas, or portions thereof, where ground yarding has been approved in the Operations Plan, PURCHASER may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions.

- (a) When ground yarding is used, PURCHASER must use the type of ground yarding equipment as specified in SPECIAL CONDITIONS, Section 63. However, PURCHASER 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.
- (b) 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.
- (c) Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
- (d) 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.
- (e) Ground yarding will be permitted on haul roads, only when authorized by the COUNTY in writing.
- (f) Prior to the beginning of felling operations, PURCHASER shall mark the locations, on the ground, of all major skid 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 PURCHASER, COUNTY at its option reserves the right to require either or both of the following:

- (a) Suspend yarding, require PURCHASER to mark skid trails and roads on the ground, and obtain prior approval before resuming yarding activities.
- (b) 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.

Section 59. Damage to Reserved Trees. Reserved trees are those trees on the timber sale area, or on adjoining COUNTY property, which are not sold to nor are to be cut by PURCHASER. 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 Purchaser's activities result in avoidable damage to reserved trees as determined by COUNTY, PURCHASER shall pay for such trees at the following rates:

- (a) Single the contract value shall be paid 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.

(b) Double the contract value shall be paid when:

(1) "Major damage" to reserved trees is caused by operations of PURCHASER. 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.

For each species sold on a recovery basis, contract value is defined as the price per MBF listed in Section 45.

For species sold on a lump sum basis, the contract value for each species shall be determined by using county's timber appraisal value (prior to amortization of project costs), multiplied by the bid-up factor for the sale.

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 PURCHASER 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:

- (a) Suspend felling and/or yarding until corrective measures have been agreed upon by COUNTY and PURCHASER.
- (b) Require limitations on log length and/or the number of logs in each yarding turn.
- (c) Specify the size and type of equipment to be used.
- (d) Receive appropriate compensation for COUNTY damages and remedy efforts, including staff time spent addressing the issue.

Section 60. Damage to Reforested Areas. [Intentionally Blank]

Section 61. Fire Trails. An 8-foot-wide fire trail shall be constructed along the west boundary of this sale. No fire trails are required on the remainder of the sale.

Section 62. Project Work. PURCHASER shall complete the following projects in accordance with specifications provided and instructions from COUNTY. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

Purchaser shall deliver 100 tons of firewood logs of appropriate size and quality to Barton Park as required by Section 71.

There are no other projects required by this contract.

PURCHASER shall comply with all applicable terms and conditions of any access documents set forth in the provisions of this contract, which are by this reference made a part of this contract. The following access documents pertain to this contract.

.....SPECIAL CONDITIONS.....

SECTION 63. Tractor Yarding. Tractor yarding shall not be used on slopes over 35%.

SECTION 64. Yarding Equipment. TRACTOR YARDING AREA: PURCHASER will use a COUNTY approved, track laying, shovel yarding system using machinery that is appropriate in size for the job. Tractors may be used for skidding only if approved by COUNTY.

WHEELED SKIDDER SPECIFICATIONS: 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..

CABLE YARDER SPECIFICATIONS. Where a cable yarder is necessary, Purchaser shall provide a cable yarding side that is appropriate for the size of the job and the size of existing landings. Cable can be hung outside the sale area in order to get proper deflection, however, at no time may Purchaser trespass upon the property of another owner unless a separate agreement is reached between said owner and Purchaser. Damage to areas outside the sale area shall be kept to a minimum and repaired by Purchaser to COUNTY satisfaction. Cable roads through stream buffers shall be kept to a reasonable minimum.

SECTION 65. Loading Equipment, Landing Location & Construction. A track-mounted hydraulic loader is recommended for loading trucks on this sale. Construction of landings is not desired. Any trees cut outside the sale area will be charged DOUBLE stumpage as determined by the COUNTY.

SECTION 66. Snag Felling, and Hardwood Tree Cutting. PURCHASER 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 PURCHASER to fall conifer or hardwood whips in the units.

SECTION 67. 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 PURCHASER with the terms and conditions of this contract.

SECTION 68. Wood Cutting. No "firewood" cutting, "shake", or "shake bolt" making will be allowed on COUNTY property by PURCHASER, or his representative, unless the PURCHASER, or employees of the operator have in their possession a valid Clackamas County Wood Cutting Permit. All logs, chunks of logs or other material not hauled off the sale area by the PURCHASER at the completion of sale is COUNTY property.

SECTION 69. [Intentionally Blank]

SECTION 70. Post Sale Requirements. PURCHASER 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 will burn well. Slash shall be piled as far from any reserved trees as reasonably possible. Slash shall be piled as far from neighbor's property as reasonably possible. Where directed by COUNTY, slash shall be piled in a windrow in order to keep unauthorized vehicles off the property.

SECTION 71. Firewood. PURCHASER shall deliver 100 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 PURCHASER 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 sawlogs. Firewood logs may be provided from other sources than this timber sale.

SECTION 72. Other Uses of Purchaser's Equipment. COUNTY may require PURCHASER to do other work in the general area of the sale using equipment already on site. COUNTY shall pay PURCHASER \$125 per hour for full-sized excavators or loaders and shall pay \$100 per hour for wheeled and tracked tractors, inclusive of operators.

SECTION 73. Road Construction Beginning at a County Road access point indicated on Exhibit "A" and marked on the ground, Purchaser shall construct an access road(s) into the sale area suitable for log truck use. Other than the entry point, the location of said road(s) shall be that chosen by PURCHASER and agreed upon by COUNTY. The first 300 feet of the road shall be rocked at a rate appropriate to minimize mud or dust concerns. PURCHASER may rock additional portions of the roads it constructs if COUNTY approves. Rock applied to these roads may be taken from COUNTY's Brightwood pit at no cost. The cost of loading and hauling said rock shall be paid by PURCHASER.

SECTION 74. Noise and Dust Control PURCHASER shall develop a written plan to minimize noise, mud and dust problems so as to minimize inconvenience to neighbors and protect the County's resource. The plan must be approved by COUNTY prior to commencing operations.

**THIS CONTRACT, AND ALL EXHIBITS AND ATTACHMENTS INCORPORATED HEREIN, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY, UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PURCHASER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SHE/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

CLACKAMAS COUNTY  
By its Board of County Commissioners

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

Approval as to Form

Kathleen J. Ricketts  
COUNTY COUNSEL

Date: 4/28/14

PURCHASER  
Sanders Wood Products

By Robert T. Sanders  
Robert T. Sanders, President

Attest: Elizabeth James

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## INVITATION TO BID

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed bids until 1:30 p.m., **January 7, 2014** in the Office of the Purchasing Manager, Clackamas County Public Service Building, 2051 Kaen Road, Oregon City, Oregon 97045, for the following:

### **"Cedar Ridge Timber Sale – Project #01-14"**

as per specifications available at Clackamas County Purchasing, 2051 Kaen Road, Oregon City, Oregon. Office hours are 7 AM to 6 PM Monday through Thursday. No bids will be received or considered after 1:30 PM on January 7, 2014. Each bid must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279.029. The bidder is not required to be licensed under ORS 468.883. No bid for construction contracts will be received or considered by the County unless the respondent is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

The County is selling approximately 1.1 million board feet (MMBF) of timber (0.7 MMBF Douglas-fir, 0.4 MMBF hemlock, ). The timber is in the Brightwood area 12 miles east of Sandy, Oregon.

Sealed bids are to be sent to Lane Miller - Purchasing Manager, Clackamas County Purchasing, Clackamas County Public Service Building, 2051 Kaen Road, Oregon City, Oregon 97045, (503) 742-5444.

This is not a public work contract subject to ORS 279.348 to 279.380 or the Davis-Bacon Act (40 U.S.C. 276a).

The Clackamas County Board of County Commissioners reserves the right to reject any and all bids not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all bids 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 bid shall be best for the public good.

DATED this 11th day of December, 2013

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Lane Miller, Purchasing Manager



## NOTICE OF TIMBER SALE

The Clackamas County Forester will accept sealed bids for certain designated timber.

**Time and Place of Bid Opening:** 1:30 p.m. January 7, 2014 at the Clackamas County Purchasing Department office, Room 497, 2051 Kaen Road, Oregon City, OR 97045 Oregon

**Sale Number:** 01-14

**Sale Name:** Cedar Ridge Timber Sale

**Located in:** Portions of Sections 24 and 25, T. 2 S., R. 6 E., W.M.

**Completion Date of Contract:** November 1, 2014

### BID SPECIES

		<u>Minimum Price</u>
Douglas-fir	700 MBF	\$440.00 per MBF
Hemlock/White fir	400 MBF	\$350.00 per MBF

### NO BID SPECIES (non-negotiable)

Western Red Cedar	25 MBF	\$750.00 per MBF
Red Alder	Negligible	\$200.00 per MBF
Big Leaf Maple	Negligible	\$ 50.00 per MBF
Utility	Negligible	\$ 50.00 per MBF gross
Pulp	Negligible	\$ 5.00 per ton

**How to Bid:** Price per MBF for Douglas-fir. Price for no-bid species will remain as shown. High bid will be based on the bid price for Douglas-fir and for hemlock/white fir times the estimated volume for those species. Total contract price will include all species.

**Bid Deposit:** Bid deposit in the amount of \$60,000.00.

**Bond:** 20% (to the nearest \$1,000.00), of the total purchase price, based on the total price of all species according to the County cruise.

**Insurance:** Please see attached sheets.

**Minor Project Work:** Slash accumulations will be loader piled after the harvest. 100 tons of firewood logs (no cottonwood) will be delivered to Barton Park. Access roads will need to be constructed in locations useful to Purchaser and approved by County. The first 300 feet shall be rocked with pit run rock from a County pit 1.25 miles to the northwest. This rock will be available for use on this sale at no charge except that Purchaser must load and haul at its expense. An 8-foot-wide fire trail approximately 1500 feet long is required on the west boundary of the sale.

**Yarding and Logging Requirements:** Approximately 50 acres are in the sale. The area is generally flat. Shovel logging is required. Acreage is an estimate and Purchaser should make its own determination. Purchaser shall prepare a logging plan for County approval that shows landing locations, type of logging and any road construction needed. Purchaser shall prepare a noise, mud and dust abatement plan, satisfactory to County, in order to minimize inconvenience to neighbors and to protect County resources.

Contract provisions for this timber sale are enclosed for your study. Additional copies may be obtained at the Clackamas County Purchasing Department office at the address below.

Make sure that checks or money orders for bid deposits be made payable to "Clackamas County". The deposits are considered as evidence of good faith. The high bidder's deposit is applied to the first sale payment or retained as liquid damages in case of failure to qualify under terms of the contract within 30 days after sale award. The second highest bidder's deposit may be held for up to 30 days or until the high bidder returns a signed contract with the appropriate deposits, whichever happens sooner. Other deposits are returned.

If you are the successful bidder, the County Forester will send you a "Notice of Sale Award" and a contract shortly after the auction. To qualify for the sale, you must return three (3) copies of the contract with the proper signatures and also submit an

insurance certificate and performance bond as specified in the contract, all within 30 days of the award notice. No operations are permitted on the sale area before the bond and insurance are accepted, and Clackamas County executes the Contract. Operations outside the season stated in the contract may be permitted if, in the sole opinion of County, the purchaser offers a plan to do so that addresses County's concerns about wet weather operations.

Clackamas County makes no guarantee as to the quantity, quality or value of the timber to be sold; it also reserves the right to waive minor technicalities and the right to reject any or all bids.

**NARRATIVE ROUTE TO TIMBER SALE # 01--14  
"CEDAR RIDGE TIMBER SALE"**

This sale is located east of Sandy, Oregon in the Brightwood community. Access to the area is from Brightwood Loop Road, a County road.

From Sandy, Oregon go east 12 miles on Highway 26. Turn left on to Brightwood Loop Road. Go one mile. The timber sale is on the south side of the road approximated 500 feet east of the Brightwood Tavern.

The harvest unit boundaries are marked with pink ribbons, bright green paper tags, and white Timber Sale Boundary tags. The timber to be harvested is marked with blue paint. Reserved timber (timber not to be harvested) is marked with orange paint or is not marked. Most hardwoods are reserved from harvest and not painted.

**II INFORMATION FOR TIMBER SALE # 01-14  
"CEDAR RIDGE TIMBER SALE"**

Prospective PURCHASER'S are strongly advised to review a copy of the CONTRACT for timber sale # 01--14. If you do not have one copies are available at the office of the County Purchasing Manager on the fourth floor of the County's Public Service Building, 2051 Kaen Road, Oregon City, Oregon, 97045

**YARDING EQUIPMENT:** PURCHASER must use a shovel-based logging system to log this sale. Use of other systems requires approval of County

This Timber Sale is one unit of blue-painted take trees. Orange painted trees, unpainted trees and hardwood trees are to be left standing and undamaged. Generally we are harvesting most of the Douglas-fir, hemlock and cedar and leaving most of the hardwoods. Care should be taken to protect Brightwood Loop road. New roads will need to be maintained to a condition suitable for a 2-wheel drive pickup. New roads must be approved by County before construction. Pit-run rock is available at no cost in the pit at a COUNTY pit 1.25 miles away. Unless otherwise approved by County, ground based yarding is only allowed from May 1 to November 1 in order to prevent soil and road damage. This may be waived at COUNTY's option if conditions warrant. Slash must be loader-piled. Piles should be tall, narrow and few in number. Piles should be reasonably far away from reserved trees and property lines.

**INSURANCE:** PURCHASER shall furnish the COUNTY, at the time of Contract signature, evidence of Commercial General Liability insurance, not less than \$1,000,000; Loggers Broad Form, property "B", in the amount of not less than \$1,000,000; and \$1,000,000 of Automobile Liability, with a combined single limit for personal injury and property damage coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, death, damage to property, including loss of use thereof, in any way related to this contract.

**PAYMENT SCHEDULE:**

(1) Logging progress payments shall be made by PURCHASER for timber removed under this contract in a manner that maintains at all times a 20 percent reserve until the bid price is paid. Logging progress payments will be determined by scale reports as required in Section 47 of the Contract, or as determined by the County Forester.

(2) Regardless of logging progress, the following payment schedule shall be met:

a. Twenty percent (20%) of the bid price must be paid at the time of contract signing. The bid deposit shall apply to this payment if it

is Cash.

b. An additional twenty percent (20%) of bid price including any logging progress payments must be paid by June 30, 2014.

c. The total bid price (based on the County cruise) must be paid by November 1, 2014.

**PAYMENT AND PERFORMANCE BOND REQUIREMENTS:** PURCHASER shall furnish County with a performance bond in the amount of 20% (to nearest \$1,000) of the total purchase price, based on the total price of all species according to the COUNTY cruise. Bond may be in Cash (to be held by the County Treasurer), assignable savings account, irrevocable letters of credit, other securities determined acceptable by the County, or surety bond written by a surety company authorized to do business in the State of Oregon.

**FEDERAL LAW CONCERNING LOG EXPORTS:** The federal Forest Resource Conservation and Shortage Relief Act of 1990 applies to Clackamas County timber sales. The export of unprocessed timber from County land is prohibited pursuant to the CLACKAMAS COUNTY LOG EXPORT ORDINANCE, Board Order #92-484. Bidders must comply with the provisions of the CLACKAMAS COUNTY LOG EXPORT ORDINANCE in disposing of timber from this sale.

**BIDS for this timber sale must be on the COUNTY BID FORM that is attached or available from the County Forester. Bids on any other form will not be considered.**

**SEALED BID FORM**  
**SEALED BID FORM RECOVERY (CUT OUT) TIMBER SALE AGREEMENT**  
**"Cedar Ridge" Timber Sale # 01-14**

Ladies and Gentlemen;

The undersigned \_\_\_\_\_

a \_\_\_\_\_, of \_\_\_\_\_

(corporation, partnership, individual, state) does hereby offer pursuant to your Prospectus, to purchase from CLACKAMAS COUNTY the timber designated for cutting and known as "Cedar Ridge Timber Sale -- #01-14" for the following prices:

SPECIES	ESTIMATED VOLUME (MBF)	STUMPAGE BID ESTIMATED \$ per MBF	VALUE
Douglas-fir	700	\$ _____	\$ _____
Hemlock/White fir	400	\$ _____	\$ _____
<b>No Bid Species</b>			
Western Red Cedar	25	\$750.00	\$ 18,750.00
Red Alder	Negligible	\$200.00	\$ 0.00
Big Leaf Maple	Negligible	\$ 50.00	\$ 0.00
Pulp	Negligible	\$5.00 per ton	\$ 0.00
<b>TOTAL ESTIMATED VALUE =</b>			\$ _____

Enclosed is cash, certified check, cashiers check, money order, or surety bond, (Surety Bond must be executed on a standard form), in the amount of \$60,000.00..

Resident Contractor, as defined in ORS 279A.120  Non-Resident Contractor, Resident State: \_\_\_\_\_

I, the undersigned certify that the bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.

It is acknowledged that CLACKAMAS COUNTY reserves the right to reject any and all bids.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

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

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

\_\_\_\_\_

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

**Bids must be received at the Clackamas County Purchasing Office, 2051 Kaen Road, Oregon City, OR 97045, Prior to 1:30 PM January 7, 2014**

**Faxed Or Emailed Bids Cannot Be Accepted**