



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 13, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Timber Sale Contract with Stella-Jones Corporation for the Sale of Approximately 1.748 Million Board Feet of Timber as Part of the Wild Trout Timber Sale. Total value is \$1,165,114.08 of Revenue for the County Forestry Program. Contract is through May 31, 2025. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	April 26, 2018; Approval of Forestry 10-year Management Plan Briefed at Issues – January 31, 2023 Informational Update		
<b>Performance Clackamas</b>	1. Which indicator of success does this item affect? Honor, utilize, promote and invest in our natural resources		
<b>Counsel Review</b>	Yes, ARN 6/26/23	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Tom Riggs	<b>Contact Phone</b>	(503) 781-3137

**EXECUTIVE SUMMARY:** The Clackamas County Forestry program sought sealed competitive bids with respect to the sale of timber located approximately 8.47 miles southeast of Sandy, Oregon and northeast of the Eagle Creek community within the County’s Wildcat tracts and further identified as the Wild Trout Timber Sale.

The sale is comprised of approximately 1.748 million board feet (MMBF) of timber (1,481 MBF Douglas fir, 231 MBF white wood, and 36 MBF of cedar), and is equal to two years of timber sale volume and revenue for the Forestry program. Stella-Jones will have through May 31, 2025, to complete the harvest, with progress payments to the County designated in the timber sale contract based on harvested timber volumes.

The County Forester will monitor all harvest operations throughout the sale, and will replant the sale area within one year after the completion of the harvest.

**PROCUREMENT PROCESS**

This project was advertised in accordance with ORS and LCRB Rules on April 13, 2023. Bids were opened on May 4, 2023. The County received seven (7) bids: Wayne Stone Logging, Inc. \$836,769, Hampton Tree Farms, LLC \$951,871.97, Interfor U.S. Timber, Inc. \$968,810, Boise Cascade Wood Products \$1,008,128.08, Murphy Company \$1,040,754.51, Freres Lumber Co., Inc.

For Filing Use Only

\$1,088,339.04, Stella-Jones Corporation \$1,165,114.08. After review of the bids, Stella-Jones Corporation was determined to be the highest responsive bidder.

**RECOMMENDATION:** Staff recommends the Board approve the Wild Trout Timber Sale contract with Stella-Jones Corporation and designate the Chair to sign on behalf of the County.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development



## CLACKAMAS COUNTY Timber Sale Contract

This Timber Sale Contract (this “Contract”) is entered into between **Stella-Jones Corporation** (“Purchaser” or “Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”), and is for the sale of approximately 1.748 million board feet (“MMBF”) of timber as part of the Wild Trout Timber Sale.

### **I. TERM**

This Contract shall become effective upon issuance of a Notice-To-Proceed (“NTP”) and shall remain in effect until **May 31, 2025**, unless extended by mutual written agreement of the parties. Contractor shall complete the harvest of the timber (“Timber”) in accordance with **Exhibit A**, Contract Special Conditions, attached hereto and incorporated by this reference herein, by May 31, 2025.

### **II. SALE OF TIMBER**

County hereby sells to Purchaser, and Purchaser buys from County, the Timber in accordance with the terms and conditions of this Contract including, but not limited to, the supplemental conditions set forth in Exhibit A and the standards set forth in Exhibit C, County’s Invitation to Bid.

The Federal Forest Resources Conservation and Shortage Relief Act of 1990 prohibits the export of unprocessed timber originating from County lands. Violations of said Act or of the Clackamas County Log Export Chapter may result in termination of this contract, assessment of damages, disqualification from bidding on or purchasing County timber for up to five years, or federal or state legal action. In any legal action brought by the County to enforce this provision of this contract, the County, if it prevails, shall be awarded its reasonable costs and attorney fees.

The sale of the Timber constitutes the sale of timber from “public lands,” as defined by ORS 526.801(5), and may not be exported. Purchaser must comply with the provisions of all applicable laws governing use of the Timber including, but not limited to, the Forest Resources Conservation Amendments Act of 1993, ORS Chapter 275, ORS 526.801-831, ORS 526.992, the Oregon Forest Practice Act (ORS Chapter 527), and Clackamas County Code Chapter 2.06.

The sale of the Timber is “as-is.” County makes no representations or warranty, express or implied, as to (1) the quality of the Timber or its fitness for a particular use by Purchaser; or (2) the site condition of the Timber Harvest Area, as defined in Exhibit A, or any adjacent real property that may be needed to access the Timber Harvest Area. Purchaser is solely responsible for all risks associated with the harvest of the Timber from the Timber Harvest Area and any subsequent use or sale of the same.

### **III. COMPENSATION**

1. **PAYMENT.** Purchaser shall pay County the sum of **one million one hundred and sixty-five thousand one hundred and fourteen dollars and eight cents (\$1,165,114.08)** for the Timber, with payments to be made in accordance with Exhibit A and Purchaser’s Bid, attached hereto as Exhibit B. Purchaser shall make its first payment of \$100,000 immediately upon execution of this Contract. Purchaser shall make its second payment of \$150,000 by June 30, 2023. The remaining payments of Purchaser’s Bid shall be made in accordance with the payment schedule set forth in Exhibit A.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

#### IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
3. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
4. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
5. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
6. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
7. **ASSUMPTION OF RISK, INDEMNITY, RESPONSIBILITY FOR DAMAGES.**
  - a. **Release.** Contractor hereby releases and discharges County from any and all claims, actions, lawsuits, costs, expenses, or damages of any kind, whether known or unknown, arising out of or related to this Contract.

- b. **Assumption of Risk**. Contractor is aware that potentially dangerous conditions may exist with respect to harvesting the Timber, including within the Timber Harvest Area. Contractor has satisfied itself that the risk of harm from harvesting the Timber is acceptable, and hereby assumes those risks, whether or not specified herein, and understands County is not a guarantor of Contractor's safety.
- c. **Indemnification/Responsibility for Damages**. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. **INDEPENDENT CONTRACTOR STATUS**. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.
- 9. **INSURANCE**. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

<input checked="" type="checkbox"/> <b>Required - Workers Compensation:</b> Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> <b>Required – Commercial General Liability:</b> combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> <b>Required – Automobile Liability:</b> combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 12. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the harvest of the Timber under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to harvest the Timber. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 13. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections 1, 5, 6, 7, 10, 12, 13, 14, 16, 19, 20, 24, 25, and 27.
- 14. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 15. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article IV, Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 16. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 17. TAX COMPLIANCE CERTIFICATION.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 18. TERMINATION.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop harvest of the Timber, remove all of Contractor's property from County property, including the Timber Harvest Area, and restore the County's property in accordance with Exhibit A.
- 19. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract.
- 20. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 21. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 22. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 23. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 24. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 25. NO ATTORNEY FEES.** Except for a violation of the timber export prohibitions set forth in Article II, above, in the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** To the extent the provisions of ORS Chapter 279B are applicable, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the 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 County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

SIGNATURE PAGE FOLLOWS



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

Stella- Jones Corporation

Clackamas County

 6/5/23

Authorized Signature

Date

Chair

Date

Director / Asst. Treasurer

Name / Title (Printed)

Recording Secretary

772392-92  
Oregon Business Registry #

Approved as to Form:

FBC/Delaware  
Entity Type / State of Formation

  
County Counsel

06/26/2023

Date

## RFP #2023-18 Wild Trout Timber Sale

### Contract Special Conditions

#### 1. Definitions:

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

“Bid Price” means Contractor’s accepted purchase bid, attached as Exhibit B of the Contract.

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

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

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

“Operations” means all the activities conducted by Contractor under this Contract, including project work, logging, or post-harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

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

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

“Project Location” means the points or areas designated as such on Attachment A to this Exhibit A and located on the ground by reference to points, stations, natural land features, improvements, or area boundary signs.

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

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

“The County’s delivered contract price to a designated mill” means the agreed upon contract price, measured in price/mbf (1,000 board feet) and price/ton between the County and a designated mill of County’s choice.

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

2. **Condition Precedent:** the parties’ obligations under this Contract are subject to the express condition precedent that the Contractor demonstrate to the County that it has obtained all necessary State, Federal, and local approvals, permits, or other authorizations as may be required by law and necessary to allow harvest of the timber. Such authorizations include, but are not limited to, obtaining necessary approval from the Oregon Department of Forestry to harvest timber in the Timber Harvest Area. In the event Contractor does not obtain the necessary State, Federal, and local approvals, permits, or authorizations, under terms and conditions acceptable to County in its sole discretion, this Contract shall terminate and the parties shall have no further obligations to each other.
3. **Site Conditions.** County makes no representation, warranty, or guarantees as to the condition or suitability of the Timber Harvest Area. Contractor agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the Timber Harvest Area and Contractor’s computation of its bid for this Contract.
4. **Examination of Locations and Conditions.** It is understood that Contractor, before signing this Contract, has made a careful examination of all plans and specifications set forth in this Contract; that Contractor has obtained full information as to the quality and quantity of materials and the character of the work required; and that Contractor has made a careful examination of the Timber Harvest Area and the location and conditions of work, including sources of supply for materials. County is not responsible for any loss or cost that may be suffered by Contractor as a result of Contractor’s failure to be so informed, and Contractor acknowledges and agrees that it has not relied on any representation or statement, written or oral, of County in choosing to enter into this Contract.
5. **Title to Timber.** Provided all conditions to harvest of the timber have been satisfied, and provided Contractor is not in breach of this Contract, Contractor shall have the right to cut and remove Designated Timber from the Timber Harvest Area. Contractor’s right to remove Designated Timber shall automatically terminate upon Contractor’s default of this Contract, regardless of any cure period, unless County agrees, in writing, to permit Contractor to continue to remove Designated Timber.

The ownership of and title to Designated Timber shall pass to Contractor when Contractor pays County for the Designated Timber in accordance with this Contract. Any and all rights of Contractor to cut and remove the Designated Timber shall terminate and end at the time this Contract terminates. All rights, title, and interest of Contractor in and to the Designated Timber remaining in the Timber Harvest Area shall, at the time of termination of the Contract, automatically revert to and revest in the County, without compensation to Contractor.

6. **Bond, and Time of the Essence.** Contractor shall not commence work within the Timber Harvest Area until written notification has been received from County that all Contract requirements have been met. Contractor shall furnish to County a performance bond in the amount of 10% of the Bid Price. Contractor shall complete all work under the Contract by May 31, 2025. The parties agree that time is of the essence in the performance of this Contract.

7. **Payment Schedule.** Contractor will pay County in accordance with the following schedule. Logging progress payments will be made by Contractor for Designated Timber removed under the Contract in a manner that maintains at all times a 20 percent reserve until the Bid Price is fully paid. Logging progress payments will be determined by scale reports as required in the executed contract, or as determined by the County Forester. Contractor shall pay for the Designated Timber in accordance with the following schedule:

- a. \$100,000 of the total Bid Price must be paid upon execution of the Contract.
- b. An additional \$150,000 of the total Bid Price must be paid by June 30, 2023.
- c. (50%) of the total Bid Price, including any logging progress payments, must be paid within 45 days after harvest of the Designated Timber begins.
- d. An additional thirty percent (30%) of the total Bid Price, including any logging progress payments, must be paid when 50% of the Designated Timber is harvested.
- e. The remaining total Bid Price shall be paid within 45 days of the last load shipped.

If Contractor doesn't complete the harvest by May 31, 2025, and in addition to any other rights or remedies provided under the Contract, at law, or in equity, Contractor shall pay County its cruise estimate of remaining unharvested Designated Timber.

8. **Permits, Licenses, and Safety.** Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and the lawful prosecution of the work. In the performance of the work to be done under this contract, Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons.

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

10. **Materials and Improvements**

- a. **Materials from County Property.** Contractor shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, or other property

owned by or held by County, unless authorized by this Contract or written consent of County.

- b. **Materials and Improvements.** Title to materials, improvements, and other property required of Contractor by this Contract, shall vest in and become the property of the County at the time such are furnished by Contractor and accepted by the County. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by Contractor.

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

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

11. **Violations, Suspensions, and Cancellation.** In addition to all other remedies available to County under the Contract, at law, or equity, if Contractor violates any of the provisions of this Contract, County may, after giving written notice, suspend any further operations of Contractor under this Contract, except those operations necessary to remedy any violations.

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

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

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

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

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

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

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

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

15. **Timber Harvest Area**

- a. **Timber Harvest Area.** The Timber Harvest Area is located on Attachment A to this Exhibit A. The taking of timber that is not Designated Timber, or the taking of timber or infliction of damage beyond the boundaries of the Timber Harvest Area shall constitute a trespass. Any trespass resulting from the acts or omissions of Contractor will be deemed a breach of this Contract. For said trespass and breach, Contractor shall pay the County the following damages:
- i. Treble the Bid Price if Contractor's acts or omissions are willful or intentional; or
  - ii. Double the Bid Price for each species involved in the trespass, if Contractor's acts or omissions are not willful or intentional.

The aforementioned damages are in addition to any other rights and remedies available to County under the Contract, in equity, or at law including, but not limited to, remedies under County Code 2.06.070.

- b. **Designated Timber.** The following is Designated Timber:
- i. All trees within the Timber Harvest Area marked on the ground and shown in Attachment A of this Exhibit A are Designated Timber and shall be harvested

except any trees behind riparian buffer boundaries as marked on the ground and shown in Attachment A.

- ii. Trees on County property but not within the Timber Harvest Area, and not marked as Designated Timber, shall not be harvested, unless instructed otherwise by the County.
- c. **Protection of Markings and Monuments.** Contractor shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, Contractor shall report it to County within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. Contractor shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by Contractor's activities. County may reestablish such markers or monuments and bill Contractor for the expense incurred.

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

- d. **Simultaneous Use of Area.** County reserves the right to issue written authorization to others to use the Timber Harvest Area or access roads provided that, in the determination of County, such use will not materially interfere with the operations of Contractor. During the period of this Contract, County reserves the right to sell any products or materials from the Timber Harvest Area, provided that removal of the products or materials will not materially interfere with the operations of Contractor. Contractor shall not interfere with the use of roads by other authorized users.

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

- a. Any conifer log that conforms to grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: five inches (5") in gross scaling diameter, containing ten (10) board feet (net).
- b. Any conifer log that meets the specifications of utility grade or special cull grade or buckskin logs that are at least 33% sound.
- c. Any hardwood log containing ten or more (10) board feet.
- d. All logs that do not make sawlog grade but are sound and chippable to make pulp logs.

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

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

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

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

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

County will issue Contractor sufficient books of serially numbered log load receipts to cover the term of the Contract. Contractor shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. Contractor shall retain all woods receipts in each book and return to County as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to County during sale inactivity over 30 days, and at the completion of timber removal from the Timber Harvest Area.

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

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

18. **Log Measurement.**

- a. **Scaling Locations, Rules, and Organizations.** All logs from timber harvested under the terms and conditions of this Contract shall be:
  - i. Scaled at scaling locations approved by County;
  - ii. Scaled by a third-party scaling organization with a current agreement with County unless otherwise approved by County; and
  - iii. Scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and County special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 21, Utilization Scale. Scaling of hardwood loads is required.

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

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

- b. **Cost of Scaling.** All costs of scaling and all costs in connection with reports furnished and delivered to County shall be paid by Contractor.
- c. **Scaling Instructions.** Contractor agrees that County will provide instructions to the approved third-party scaling organization for the scaling practices to be used for timber removed from the timber sale area. Instructions will conform to the terms of this



Contract, including special scales as necessary. Contractor shall acknowledge and sign such instructions and will receive a copy.

- d. **Logs Damaged During Handling.** Mechanical damage to logs shall be prevented during log loading, unloading, and roll-out. Deductions for damage occurring during these operations will not be allowed.
- e. **Add Back Volume.** Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area will not be allowed in determining net volume. Volume of material deteriorated due to delay in removal will be reported to County and paid for at the County's delivered contract price to a designated mill. Cost for separate reports shall be paid by Contractor.
- f. **Conversion Factors.** County may approve the use of appropriate conversion factors, sample scaling techniques, and measurement by weight when such methods are a more practical means to measure the timber and logs sold by this contract. Measurement for converting factors, random sample determination, and weighing of the products shall be done by an approved independent third party or County employee.

19. **Log Branding.** Every log removed from the timber sale area by Contractor shall be clearly branded using County Brand, CC 1, and painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint, (supplied by Contractor, brand of paint approved by the County), unless otherwise approved in writing by County. Paint should be applied on both ends of the logs if possible. County may issue Contractor one or more branding hammers registered to County. Contractor shall use only those brands issued or approved by County for timber sold under this contract. Only those brands issued by County for use on timber sold under this contract shall be allowed on the sale area at any time.

If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded. When branding and painting of all logs is impractical because of the small size of the logs and number per load, County may give written authorization for use of a combination of brands and paint. In this case, at least half of the logs shall be branded, and all logs shall be painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint.

In addition, Contractor shall brand and paint all logs left singly or in decks along rights of way, and shall brand and paint all logs yarded and left on landings after termination of operations each day. Contractor shall make every effort to remove logs from roads or landings within a reasonable period of time, and agrees to notify County in advance of intention to leave logs decked along roads or on landings for more than 96 hours. County may scale such decked logs, and Contractor shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

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

20. **Hauling and Operating Time Restrictions.** Hauling hours are limited to 5 AM to 9 PM and on weekdays only. Friday hauling must stop by 6 PM. Contractor shall not operate heavy trucks

into or out from the sale area on weekends or County observed holidays. Vehicles operating loaded or unloaded through residential areas shall travel slowly and operate as quietly as reasonably possible, especially before 8 AM.

21. **Route of Haul.** Contractor shall furnish to County, at the time of making request for scaling approval, a map showing the scaling location and the precise route of haul which will be used to haul logs from the Timber Harvest Area to the scaling location. Such route of haul will be the most direct haul route between the two points, unless another route is approved by County. The route of haul may be changed only with advance notice to and approval by County.

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

22. **Utilization Scale.** Contractor shall maximize saw logs and minimize the amount of 10"+ logs that are sent for pulp. County shall scale logs or portions of logs that are broken, wasted, or not removed by Contractor due to:
- a. Improper felling or bucking of the logs; or
  - b. Failure to remove the logs prior to deterioration.

Contractor shall pay for logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage, at the County's delivered contract price to a designated mill. County shall notify Contractor of the volume of logs so scaled. Payment shall be considered due on such volume as if the logs were removed on the date of said notification.

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

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

24. **New Road Construction.** If the scope of Contractor's work includes the construction of any road on the County's property, Contractor shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, Contractor shall ensure that all road design and construction includes a sufficient number of culverts in areas where drainage is necessary, and that the road design and construction does not result in an inappropriate amount of erosion or sediment so as to cause impacts on water quality. Contractor will bare all of the costs of building said roads including delivery and cost of any rock that is used.

25. **Road Maintenance.** Contractor's responsibility for normal road maintenance commences with Contractor's first use of a road for any activity under the contract. Contractor's responsibility will continue through any active periods until final acceptance of the road maintenance for this sale is made by County. Contractor is responsible for all road maintenance on all roads from the

gate at the junction with the paved Wildcat Mountain Drive county road to the back of unit #2, as detailed in Attachment A to this Exhibit A.

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

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

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

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

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

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

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

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

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

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

## 26. Harvest Operations

- a. Yarding and Logging Requirements/Yarding Equipment. Contractor shall comply with the yarding and logging requirements, and yarding equipment requirements, set forth in Exhibit C, County's Invitation to Bid, attached to the Contract.
- b. **Felling.** Contractor shall comply with the following requirements for felling:
  - i. Fell all trees within the Timber Harvest Area as described in this Contract.
  - ii. Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads and landings shall be marked on the setting by Contractor and approved by County prior to any felling.
  - iii. Trees shall not be felled across the Timber Harvest Area boundaries, unless previously authorized in writing by County. Any trees that fall across sale boundaries shall be yarded back into the Timber Harvest Area prior to limbing or bucking
  - iv. Trees may not be felled or decked in any young reproductions areas adjacent to the harvest units. This includes a small one acre root rot rehab patch in the northeast corner of unit #1 close to the gate.
  - v. Trees will not be felled into the riparian stream buffers.
- c. **Protection of Soil.** In the Timber Harvest Area, or portions thereof, where ground yarding has been approved in the Operations Plan, Contractor may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions
  - i. Contractor's logging plans will require approval of County before logging begins.
  - ii. When ground yarding is used, Contractor must use the type of ground yarding equipment as specified herein. However, Contractor must limit skid roads and trails used to ten percent (10%) or less of the ground yarded area and restrict equipment operations to these skid roads and trails.
  - iii. Pre-existing openings within the stand, existing skid roads and/or trails shall be used whenever possible; and soil disturbance, or construction of new skid roads and trails shall be limited to that necessary to log the area. Total area of soil disturbance of old and new skid roads and trails used shall not exceed ten percent (10%) of the ground yarded area.
  - iv. Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
  - v. Ground yarding equipment shall not operate on slopes greater than 35%. Written approval may be granted for short distances on slopes exceeding 35% when, in the opinion of County, it would be unreasonable to yard by pulling line.
  - vi. Ground yarding will be permitted on haul roads, only when authorized by the County in writing.
  - vii. Prior to the beginning of felling operations, Contractor shall mark the locations, on the ground, of all major skid roads and skyline roads, subject to County approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to, unless otherwise approved in writing by County.

- viii. Cable logging (if used) will require at least one end suspension to minimize soil disturbance.

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

- d. **Damage to Reserved Trees.** Reserved trees are those trees in the Timber Harvest Area, or on adjoining County property, which are not to be cut by Contractor. If damage to reserve trees occurs and is determined unavoidable by County, or results from activities approved in the Operations Plan, then no charge will be made for damage. If Contractor's activities result in avoidable damage to reserved trees as determined by County, Contractor shall pay for such trees at the following rates:
  - i. The County's delivered contract price to a designated mill when:
    - 1. "Minor damage" to reserve trees occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at least twenty-four (24) square inches, but less than damage defined as "major damage."
    - 2. Trees must be cut in order to facilitate contract operations, or for safety around landings, as approved in writing by County.
  - ii. Double the County's delivered contract price to a designated mill shall be paid when:
    - 1. "Major damage" to reserved trees is caused by operations of Contractor. Major damage is defined as bark removed down to the cambium layer over an area of the bole which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots.
    - 2. Tree top is knocked out.
    - 3. More than 50 % of live crown is removed.

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

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

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

- iii. Suspend felling and/or yarding until corrective measures have been agreed upon by County and Contractor.
  - iv. Require limitations on log length and/or the number of logs in each yarding turn.
  - v. Specify the size and type of equipment to be used.
  - vi. Receive appropriate compensation for County damages and remedy efforts, including staff time spent addressing the issue.
- e. **Damage to Reforested Areas.** The nature of this timber harvest could result in considerable damage to existing reforested areas. Contractor and County shall jointly plan how logging will proceed and how extensive the damage to reforested areas will

need to be. Contractor may be charged for damage outside that allowed in the logging plan at the rate of \$9.00 per tree.

- f. **Fire Trails.** No fire trails are required under this Contract.

## 27. Special Conditions

- a. **Tractor/Shovel Yarding.** Tractor yarding shall not be used on slopes over 35% unless approved, in writing, by the County.
- b. **Yarding Equipment.**
  - i. **Tractor/Shovel Yarding Areas:** Contractor will use ground-based logging or one end suspension cable yarding techniques. Tractors (skidders) may be used for skidding only with written County approval, which is revocable if in the sole opinion of the County, the skidders are causing excessive damage to county property.
  - ii. **Wheeled Skidders:** Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to County property. Rubber tired skidders will not be allowed in the wet winter/fall times.
  - iii. Forester before rubber tired skidders are allowed
- c. **Loading Equipment, Landing Location & Construction.** A track-mounted hydraulic loader is necessary for loading trucks on this sale. Construction of landings is not desired, but if loading in the road the road needs to be rocked enough to keep it from breaking down into the subgrade. No loading will be allowed on the existing gravel road. A side out spur needs to be made in order to protect the main road.
- d. **Snag Felling, and Hardwood Tree Cutting.** Contractor may only fell snags located on County property which are a direct safety threat to logging personnel or are required to be felled for fire protection or fire hazard reduction. County, at its option, may require Contractor to fall conifer or hardwood whips in the units.
- e. **Branding Hammers.** If the County branding hammer is not returned in good usable condition, \$50 will be deducted from the performance bond prior to returning the bond after complete compliance by Contractor with the terms and conditions of this contract.
- f. **Wood Cutting.** No “firewood” cutting, “shake”, or “shake bolt” making will be allowed on County property by Contractor or their employees or sub-contractors. All logs, chunks of logs, or other material are County property.
- g. **Post-Harvest Requirements.** Where operations by shovels are feasible Contractor shall loader or shovel pile all slash and brush following harvest activities. Piles shall be free of dirt and rock. To the degree reasonably possible, piles shall be few in number and tall so that they would burn well. Slash shall be piled as far from any reserved trees and any property lines as reasonably possible. Logs greater than 11 inches in diameter and longer than twelve feet long and to be left scattered in the unit on the ground for future wildlife purposes.
- h. **Road.** Upon completion of the harvest unit, the Contractor shall then shape (grade) the haul roads and rocked spur roads. Temporary dirt spurs are to be decommissioned and water barred as directed by the County.

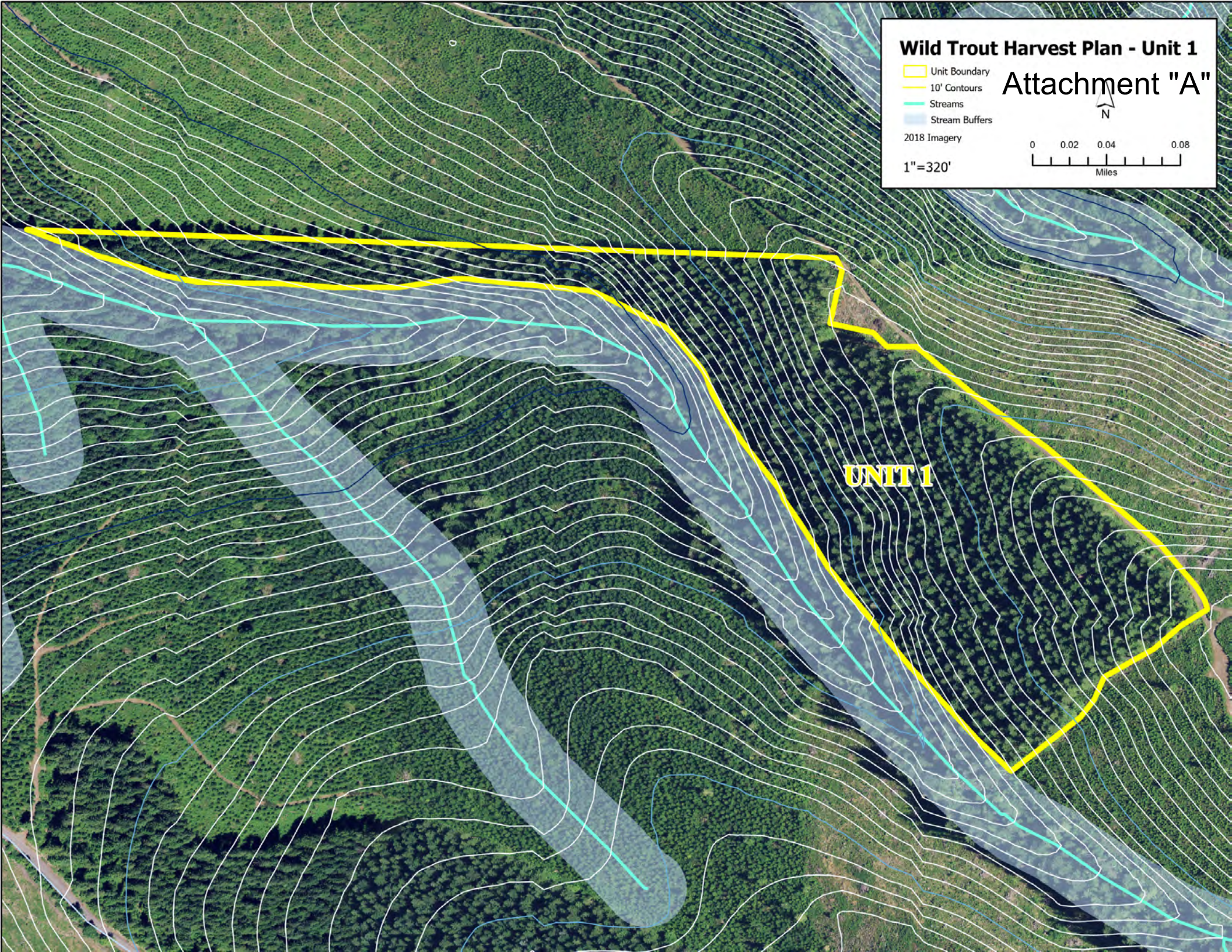
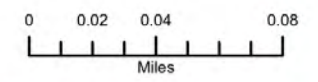
# Wild Trout Harvest Plan - Unit 1

## Attachment "A"

- Unit Boundary
- 10' Contours
- Streams
- Stream Buffers

2018 Imagery

1" = 320'

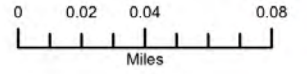


# Wild Trout Harvest Plan - Unit 2

## Attachment "A"

- Unit Boundary
- 10' Contours
- Streams
- Stream Buffers

2018 Imagery

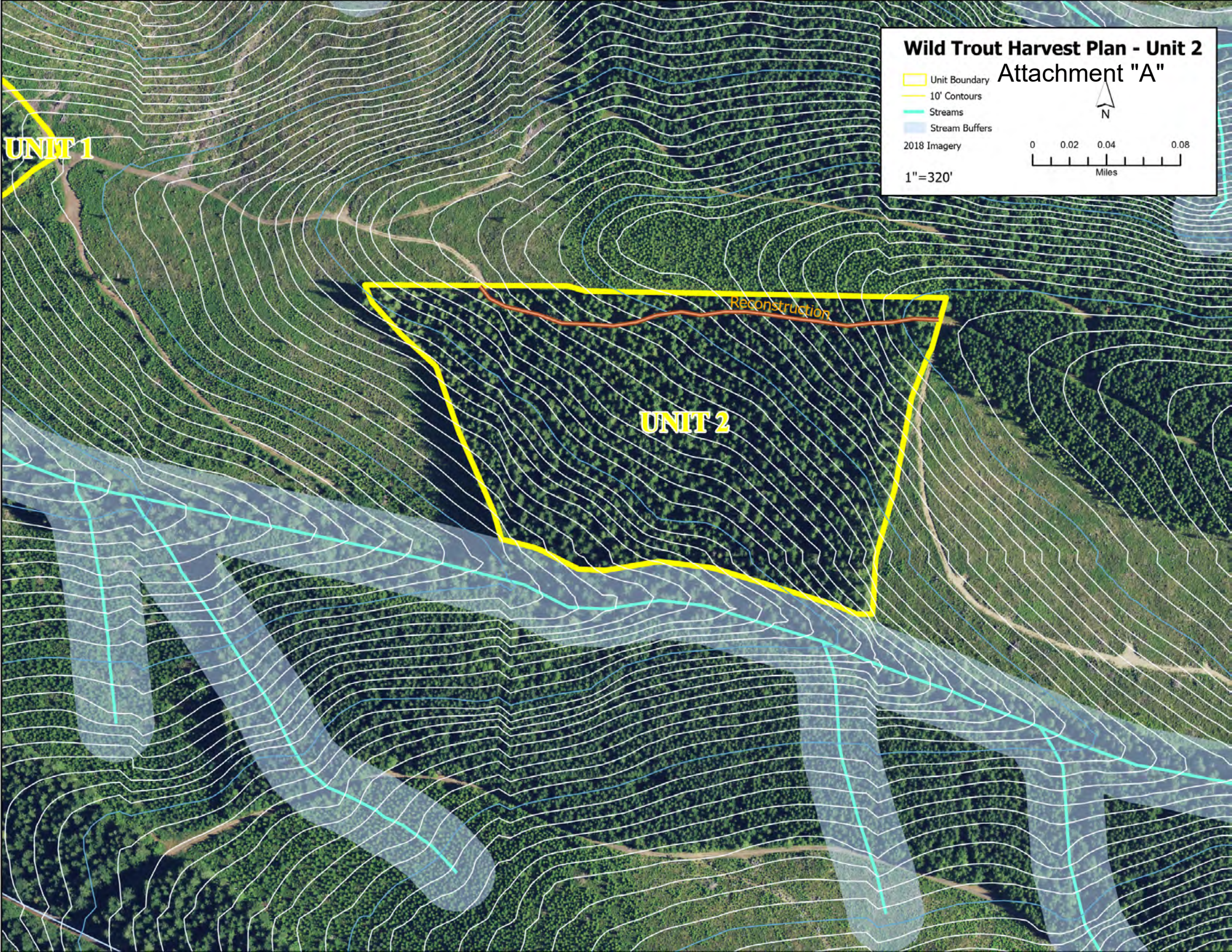


1" = 320'

**UNIT 1**

**UNIT 2**

Reconstruction





**EXHIBIT B**  
**Vendor's Bid**

**EXHIBIT C - BID PRICE FORM**  
**ITB #2023-18**

SPECIES	ESTIMATED VOLUME (MBF)	STUMPAGE \$ per MBF	BID ESTIMATED VALUE
Douglas-fir (minimum bid \$479.90MBF)	1,481	\$ <u>718.78</u>	\$ <u>1,064,513.18</u>
Hemlock/White wood (minimum bid \$259.90MBF)	231	\$ <u>259.90</u>	\$ <u>60,036.90</u>
<b>No Bid Species</b>			
Western Red Cedar	36	\$1,099.00	\$ <u>39,564.00</u>
Red Alder	Negligible	\$ 258.00	\$ _____
Big Leaf Maple	Negligible	\$ 20.00	\$ _____
Utility		\$ 50.00	\$ _____
Pulp	200+ tons	\$ 5.00 per ton	\$ 1,000.00
<b>TOTAL ESTIMATED VALUE =</b>			<b>\$ <u>1,165,114.08</u></b>

**Bond:** 10% (to the nearest \$1,000.00), of the total purchase price, based on the total price of all species according to the County cruise due at submittal.

Resident Contractor, as defined in ORS 279A.120 [ ] Non-Resident Contractor, Resident State: 772392 - 92

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 4<sup>th</sup> day of May, 2023

By: R. D. Johnson Title: OR Resource Manager

Address: P.O. Box 218 Brownsville, OR 97327

Phone: 541-729-2099

CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

**BID BOND**

Project Name: # 2023-18 Wild Trout - Timber Sale

We, Stella-Jones Corporation, as "Principal,"  
(Name of Principal)

and Great American Insurance Company, an Ohio Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 160,000<sup>00</sup> )

One hundred and Sixty thousand and no/100\*\*\* dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. <sup>2023-18</sup> ) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 4th day of May, 2023.

Principal: Stella-Jones Corporation

By: [Signature]  
Signature

Director  
Official Capacity

Attest: [Signature]  
Corporation Secretary

Surety: Great American Insurance Company

[Signature]  
By: Attorney-in-Fact

Kristen McGillvrey  
Name

PO Box 10167  
Address

Eugene, OR 97440  
City State Zip

541-687-1117 541-342-8280  
Phone Fax

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 21819

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
SUMMER HUGH	KRISTEN MCGILLVREY	ALL OF	ALL
DEAN R. POLLOCK	TINA A. COSTA	EUGENE, OREGON	\$100,000,000
ASHLEE BAUMGARTNER	ERIK FINROW		
DAVID HOLLAND			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of JULY, 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L C. B.*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of JULY, 2022

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May, 2023



*Steph L C. B.*

Assistant Secretary

**EXHIBIT B - CERTIFICATIONS**  
**ITB #2023-18**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract;

**SECTION IV. LOGGING ELIGIBILITY TO BID**

The undersigned agrees and certifies to the following:

A. In addition to all other requirements of law, the undersigned certifies that:

1. The undersigned will not export directly or indirectly unprocessed County timber;
2. The undersigned has not exported directly or indirectly unprocessed timber originating from County lands in Oregon since September 10, 1990, except to meet contractual obligations made prior to September 10, 1990;
3. Unless exempted by rule of a public agency, the undersigned has not exported unprocessed timber from private lands in Oregon for a period of not less than 24 months prior to the date of submission of the bid; and
4. The undersigned will not sell, transfer, exchange or otherwise convey unprocessed County timber to any other person without obtaining a certification from the person that meets the reporting requirements below.

B. In addition to all other requirements of law, before Clackamas County will execute a timber contract, the undersigned certifies that they will:

1. Notify the County Forester of the delivery destination of all timber purchased. Notification will be made in a form and manner prescribed by the County Forester; and
- 2.. Deliver to the County Forester a certification of the eligibility to purchase County timber of any person to whom the undersigned intends to sell, trade, exchange, or otherwise convey the purchased County timber, and their intent to comply with the terms and conditions contained in this section.

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: 772392-92  
 Non-Resident Bidder, Resident State: \_\_\_\_\_

Company Legal Business Name (No DBA/ABN): Stella-Jones Corporation

Authorized Signature: Ben Johnson Date: 5-4-23

Name (Type or Print): Ben Johnson Telephone: (541) 729-2099

Title: OR Resource Manager Email: BOJohnson@stella-jones.com

Address, City, State, Zip: P.O. Box 1496 Tacoma WA 98401-1496

Oregon CCB# (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation  Partnership  LLC  Sole Proprietorship  Non-Profit  
 Minority Owned  Women Owned  Emerging Small Business

Oregon MWESB Certification Number: \_\_\_\_\_

Self-Identified Minority, Women or Emerging Small Business:  Yes  No

**EXHIBIT C**  
**INVITATION TO BID**  
**ITB # 2023-18**  
**Wild Trout - Timber Sale**  
**ISSUE DATE: April 13, 2023**



**INVITATION TO BID  
ITB # 2023-18  
Wild Trout - Timber Sale  
ISSUE DATE: April 13, 2023**

**Tralee Whitley  
Analyst**

**BID DUE DATE AND TIME  
May 4, 2023 (2:00 PM, PST)**

**SUBMITTAL LOCATION:**

**Clackamas County Procurement Division**

<https://bidlocker.us/a/clackamascounty/BidLocker>



**1.0 GENERAL**

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	<b>April 13, 2023</b>
Protest of Specifications Deadline .....	<b>April 20, 2023</b>
Request for Clarification or Change Deadline .....	<b>April 20, 2023</b>
Bid Due Date and Time.....	<b>May 4, 2023</b>

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bs0/view/login/login.xhtml> Document No. S-C01010-0000XXXX. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County (“County”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Tralee Whitley  
 Title: Procurement Analyst  
 Telephone: (503) 742-5453  
 Email: [TWhitley@clackamas.us](mailto:TWhitley@clackamas.us)

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or “ITB” means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “LCRBR” means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION:

Clackamas County is seeking sealed competitive bids with respect to the sale of timber located southeast of Sandy, Oregon and northeast of the Eagle Creek community (the “Wild Trout Timber Sale”). The timber is located in the County’s Wildcat Forest tract approximately 8.47 miles southeast of Sandy, Oregon.

### 2.02 BACKGROUND:

The County is selling approximately 1.748 million board feet (MMBF) of timber (1,481 MBF Douglas-fir, 231 MBF white wood, 36 MBF of cedar).

## **3.0 SPECIFICATIONS / STATEMENT OF WORK**

### 3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference, and the bidder needs be qualified to bid in accordance with Clackamas County Code Chapter 2.06 and ORS Chapter 275.

### 3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Bid in response to this ITB indicates Bidder’s willingness to enter into a contract on terms acceptable to the County. A sample contract will be published at a later date. Once published, no action or response to the sample contract will be required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract. The Bidder will also be required to execute a performance bond as part of any final contract.

## **4.0 BIDDER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below: Oregon Professional Loggers Certification required for the logger that will be performing the harvest work. In addition, the Bidder must be eligible to bid in accordance with Clackamas County Code Chapter 2.06, ORS Chapter 275, and ORS Chapter 526, as applicable.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 SUBMISSION OF BID AND QUANTITY:

Bids will only be accepted electronically through a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed bid documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE BIDS WILL NOT BE ACCEPTED.
- C. Bidders must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Bidders with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the Bidder will meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, Bid Price Form, fully completed.
- Exhibit D, Bid Bond

<b>6.0 EVALUATION AND AWARD</b>
---------------------------------

6.01 EVALUATION:

Bids will be evaluated to determine the Highest Responsible Bidder based upon the ITB, Exhibits and Addenda. The County reserves the right to determine which bid is the highest and most advantageous to the County, as determined by the County in its sole discretion. The County reserves the right to reject any and all bids not in compliance with all prescribed 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.

6.02 BEST AND FINAL OFFER:

The County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

<b>7.0 INSTRUCTIONS TO BIDDERS</b>
------------------------------------

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions of ORS 275.340 and Clackamas County Code Chapter 2.06.

7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events.

Such requests for clarification or change must include the reason for the Bidder's request. County Procurement will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.03 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

7.04 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.05 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.06 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.07 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

7.08 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time.

7.09 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to OregonBuys.

7.10 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.11 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.12 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.13 AWARDS:

County reserves the right to make award to the Bidder that is the highest and most advantageous to the County, as determined by the County in its sole discretion. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.14 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.15 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.16 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.17 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.18 COLLUSION:

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

7.19 NONDISCRIMINATION:

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

**EXHIBIT A**  
**REQUIRED SPECIFICATIONS**  
 [Remainder of this page left intentionally blank]

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

**Time of Bid Opening:** May 4, 2023 at 2:00PM

**Sale Number:** 2023-18                      **Sale Name:** Wild-Trout Timber Sale

**Located in:** Portions of Sections 7 and 18, T. 3 S., R. 6 E., W.M.

**Completion Date of Contract:** May 31, 2025

<b><u>BID SPECIES</u></b>	<b><u>Minimum Price</u></b>
Douglas-fir                      1,481 MBF	\$ 479.90 per MBF
Hemlock/White wood 231 MBF	\$ 259.90 per MBF

**NO BID SPECIES (non-negotiable)**

Western Red Cedar    36 MBF	\$1,099.00 per MBF
Red Alder                      MBF	\$ 258.00 per MBF
Big Leaf Maple            MBF	\$ 20.00 per MBF
Utility                      Negligible	\$ 50.00 per MBF gross
Pulp                            Negligible	\$ 5.00 per ton

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

**Bid Bond:** Each Bid must be accompanied by a Bid bond described hereinafter, executed in favor of the County, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to County and furnished a one hundred percent (100%) performance bond. Should the successful Bidder fail to execute and deliver the contract as provided for, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the County, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the County. The second highest Bidder's bond 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 bonds are returned. The date of the acceptance of the Bid and the award of the contract shall mean the date of acceptance specified in the Notice of Intent to Award.

**Minor Project Work:** Where possible, slash accumulations will be loader piled after the harvest. One access road approximately 1,275 feet will need to be re-constructed in the northern section of Unit #2 adding a minimum new 4-inch lift of rock. Location and rock size to be approved by County.

**Yarding and Logging Requirements:** Approximately 52 acres are in the sale. The area is mostly flat terrain of 0%-20% slopes with a some short, moderately steep pitches on the northern edge ranging from 25%-55%. Shovel logging is required in the flats. The trees are 65 to 95 years old. All acreages and ages are an estimate and Bidder should make its own determination.

Bidder shall prepare a logging plan for County approval that shows landing locations, type of logging and any road construction needed. Bidder shall prepare a road use and maintenance plan addressing noise, dust, mud, rutting, potholes and safety which is satisfactory to the County. **A major purpose of this plan is to minimize inconvenience to neighbors on Wildcat Mountain Drive** and to protect County resources. Hauling hours are limited to 5 AM to 9 PM and on weekdays only. Friday hauling must stop by 6 PM. Weekend hauling is not allowed.

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.

**See Exhibit “E” “F” and “G”, Wild-Trout Timber Harvest – Project #2023-18, for maps of the timber sale**

The harvest unit boundaries are marked with pink ribbons and either white Timber Sale Boundary tags, red Property Boundary tags. Orange painted trees are reserved and shall not be cut. The trees to be harvested are not individually marked

Once published prospective Bidders are strongly advised to review a copy of the sample contract for timber sale.

**YARDING EQUIPMENT:** The successful Bidder must use ground-based logging or one end suspension cable yarding techniques. Rubber tired skidders will not be allowed in the wet winter/fall times. Prior approval must be obtained from the County Forester before rubber tired skidders are allowed.

Trees may not be felled or decked in any young reproductions areas adjacent to the harvest units. This includes a small one acre root rot rehab patch in the northeast corner of unit #1 close to the gate.

This timber sale has two units. Unit #1 has about 28 acres, and Unit #2 is about 24 acres. Trees are 65-95 years old. Snags and large trees will be left in or around the harvest unit as habitat for tree cavity dwellers and raptors. A buffer of at least 70 – 110 feet wide will be left along the unit boundaries to protect Trout Creek.

Flatter ground may be shovel logged but not tractor logged unless pre-approval is made in writing by the County Forester. Tractors/skidlers can be used as forwarders so long as they do not do excessive damage. Operations during the wet season will be allowed if PURCHASER can provide a plan to log without significant soil damage and it is pre-approved in writing by the County Forester. Slash in shovel logged areas 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. Slash treatment is not required in steep (45+%) areas.

**PAYMENT SCHEDULE:** The successful Bidder will be paid in accordance with the following schedule. Logging progress payments will be made by the successful Bidder for timber removed under the 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 the executed contract, or as determined by the County Forester.

Regardless of logging progress, the following payment schedule will be required in the contract:

- (a). \$100,000 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 \$150,000 must be paid by June 30, 2023.
- (c). (50%) of bid price including any logging progress payments must be paid by 45 days after harvest activities begins.
- (d). An additional thirty percent (30%) of bid price including any logging progress payments must be paid when 50% of the volume is harvested.
- (e). The total bid price based on deliver volumes shall be paid with 45 days when the last load is shipped or by the County cruise if the sale is not completed by two years from contract execution.

**PERFORMANCE BOND REQUIREMENTS:** The successful Bidder shall furnish the County with a performance bond in the amount of 10% (to nearest \$1,000) of the total purchase price, based on the total price of all species according to the COUNTY cruise, at the time the contract is executed. The bond must be in a form acceptable to the County, in its sole discretion, and may be a 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, and the provisions of all applicable laws governing use of the Timber including, but not limited to, the Forest Resources Conservation Amendments Act of 1993, ORS Chapter 275, and ORS 526.801-831 and ORS 526.992. Bidders must comply with the provisions of all applicable law with respect to the harvest and disposition of the timber.



**EXHIBIT B - CERTIFICATIONS**  
**ITB #2023-18**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract;

**SECTION IV. LOGGING ELIGIBILITY TO BID**

The undersigned agrees and certifies to the following:

A. In addition to all other requirements of law, the undersigned certifies that:

1. The undersigned will not export directly or indirectly unprocessed County timber;
2. The undersigned has not exported directly or indirectly unprocessed timber originating from County lands in Oregon since September 10, 1990, except to meet contractual obligations made prior to September 10, 1990;
3. Unless exempted by rule of a public agency, the undersigned has not exported unprocessed timber from private lands in Oregon for a period of not less than 24 months prior to the date of submission of the bid; and
4. The undersigned will not sell, transfer, exchange or otherwise convey unprocessed County timber to any other person without obtaining a certification from the person that meets the reporting requirements below.

B. In addition to all other requirements of law, before Clackamas County will execute a timber contract, the undersigned certifies that they will:

1. Notify the County Forester of the delivery destination of all timber purchased. Notification will be made in a form and manner prescribed by the County Forester; and
- 2.. Deliver to the County Forester a certification of the eligibility to purchase County timber of any person to whom the undersigned intends to sell, trade, exchange, or otherwise convey the purchased County timber, and their intent to comply with the terms and conditions contained in this section.

- Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: \_\_\_\_\_
- Non-Resident Bidder, Resident State: \_\_\_\_\_

Company Legal Business Name (No DBA/ABN): \_\_\_\_\_

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

Name (Type or Print): \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

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

Address, City, State, Zip: \_\_\_\_\_

Oregon CCB# (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation  Partnership  LLC  Sole Proprietorship  Non-Profit  
 Minority Owned  Women Owned  Emerging Small Business

Oregon MWESB Certification Number: \_\_\_\_\_

Self-Identified Minority, Women or Emerging Small Business:  Yes  No

**EXHIBIT C - BID PRICE FORM**  
**ITB #2023-18**

<b>SPECIES</b>	<b>ESTIMATED VOLUME (MBF)</b>	<b>STUMPAGE \$ per MBF</b>	<b>BID ESTIMATED VALUE</b>
Douglas-fir (minimum bid \$479.90MBF)	1,481	\$ _____	\$ _____
Hemlock/White wood (minimum bid \$259.90MBF)	231	\$ _____	\$ _____
<b>No Bid Species</b>			
Western Red Cedar	36	\$1,099.00	\$ <u>39,564.00</u>
Red Alder	Negligible	\$ 258.00	\$ _____
Big Leaf Maple	Negligible	\$ 20.00	\$ _____
Utility		\$ 50.00	\$ _____
Pulp	200+ tons	\$ 5.00 per ton	\$ 1,000.00
<b>TOTAL ESTIMATED VALUE =</b>			\$ _____

**Bond:** 10% (to the nearest \$1,000.00), of the total purchase price, based on the total price of all species according to the County cruise due at submittal.

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 \_\_\_\_\_, 2023

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

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

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

**EXHIBIT D**  
**BID BOND**



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2023-18 Wild Trout - Timber Sale

We, \_\_\_\_\_, as "Principal,"
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$\_\_\_\_\_)

\_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. \_\_\_\_\_) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

By: Attorney-In-Fact

\_\_\_\_\_
Official Capacity

\_\_\_\_\_
Name

Attest: \_\_\_\_\_
Corporation Secretary

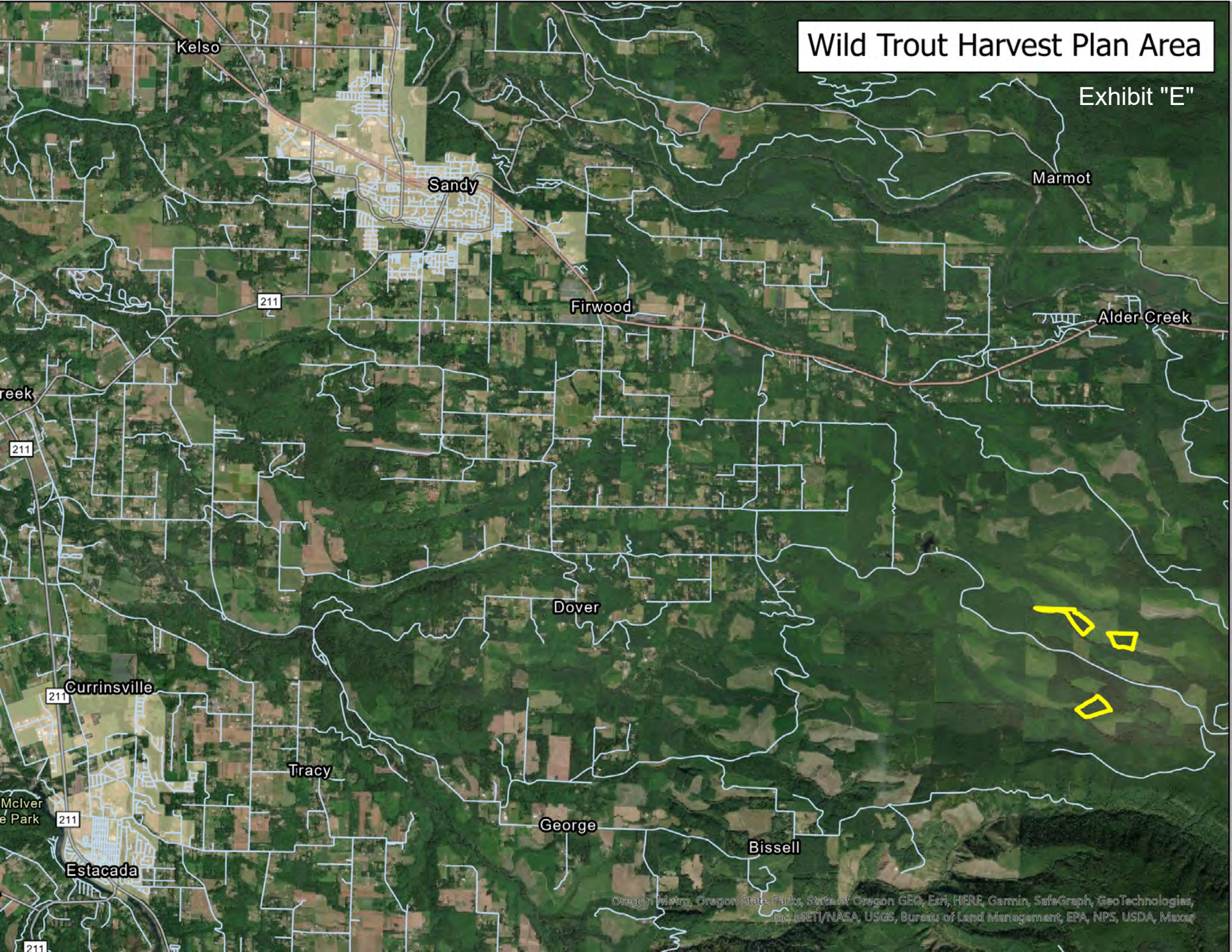
\_\_\_\_\_
Address

\_\_\_\_\_
City State Zip

\_\_\_\_\_
Phone Fax

# Wild Trout Harvest Plan Area

Exhibit "E"



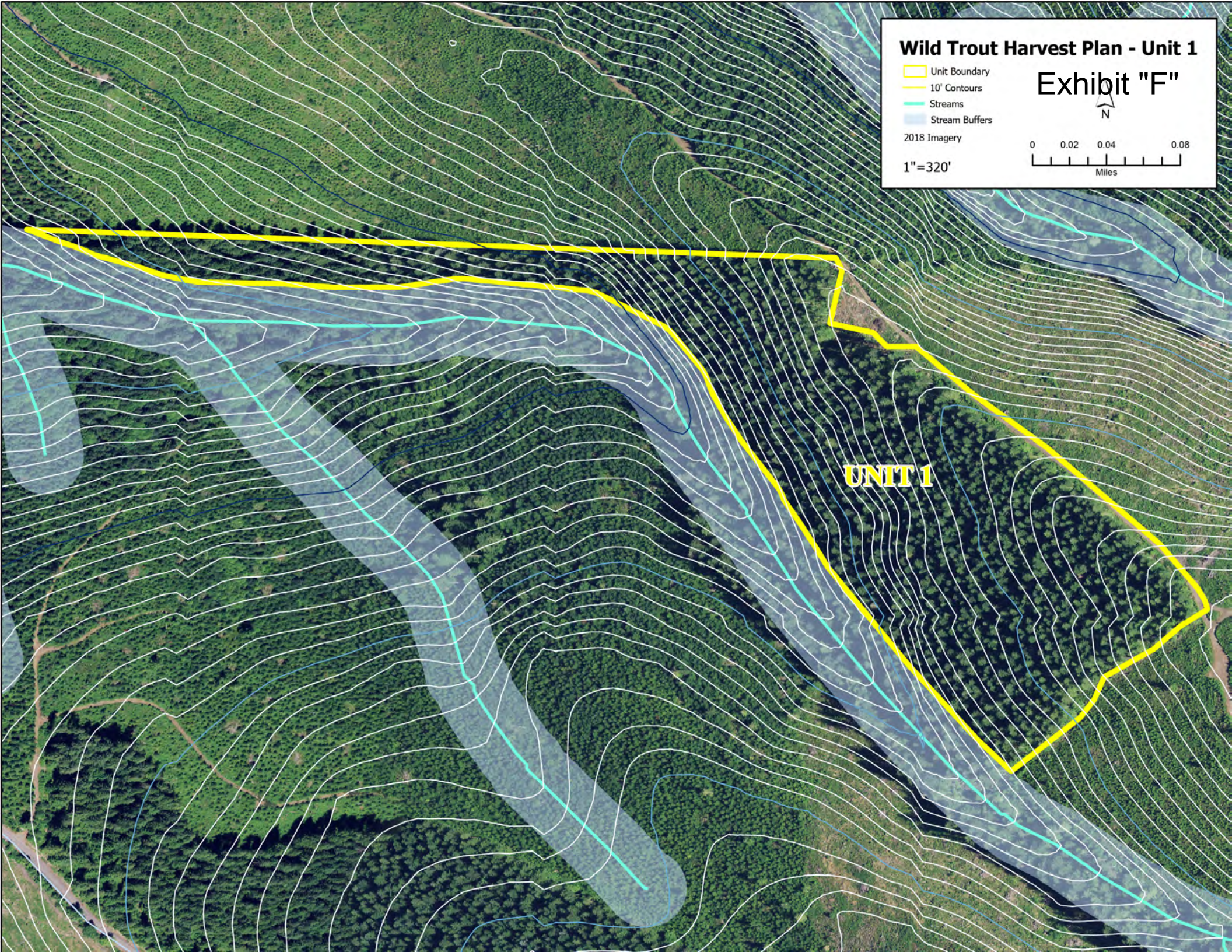
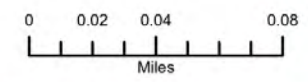
# Wild Trout Harvest Plan - Unit 1

## Exhibit "F"

- Unit Boundary
- 10' Contours
- Streams
- Stream Buffers

2018 Imagery

1" = 320'



**UNIT 1**

**UNIT 2**

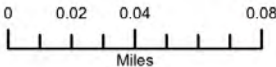

Reconstruction

**Wild Trout Harvest Plan - Unit 2**  
**Exhibit "G"**

- Unit Boundary
- 10' Contours
- Streams
- Stream Buffers

2018 Imagery

1" = 320'



0 0.02 0.04 0.08  
Miles



## **Performance Bond**



TIMBER SALE PERFORMANCE BOND

Bond No. CA5070936
Amount: \$116,511.41

KNOW ALL MEN BY THESE PRESENTS, that we Stella-Jones Corporation (hereinafter called the PRINCIPAL), and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, and authorized to transact business in the State of WI (hereinafter called the SURETY), as SURETY, are held and firmly bound unto: Clackamas County (hereinafter called the OBLIGEE) in the penal sum of One Hundred Sixteen Thousand Five Hundred Eleven and 41/100\*\*\* DOLLARS (\$116,511.41) for the payment which we, the PRINCIPAL and the SURETY, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has, by written agreement dated entered into a TIMBER CUTTING CONTRACT, (hereinafter called the CONTRACT), with the OBLIGEE, the sale name referred to under the CONTRACT is: Wild Trout, #2023-18 and said CONTRACT is hereby referred to and made part of as if set forth herein.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the matters in the CONTRACT set forth herein, or shall pay over, make good and reimburse to the OBLIGEE, all loss and damage which the OBLIGEE may sustain by reason of the failure or default on the part of the PRINCIPAL so to do, then this obligation shall be null and void; otherwise to remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment or modification of this bond shall be effective without the written consent of the SURETY;
2) Provided, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of a failure or default of the CONTRACT on the part of the PRINCIPAL, a written statement of the particular facts stating the nature of such default or failure shall be given as soon as reasonably possible by the OBLIGEE to the SURETY at 301 E 4th St, 24 South, Cincinnati, OH 45202 and the SURETY shall not be obligated to perform the PRINCIPAL's obligation until sixty (60) days after SURETY's receipt of such statement;
3) It is understood that this bond does not guarantee the payment for timber removed under the CONTRACT notwithstanding terms in the CONTRACT calling for payment.
4) No action, suit or proceeding shall be had or maintained against the SURETY on this bond unless the same be brought or instituted within ninety (90) days from the date on which the CONTRACT is completed;
5) Under no circumstances shall the aggregate liability of the SURETY exceed the penal sum stated above.
6) The term of this bond shall be concurrent with the term of the CONTRACT. It is expressly understood and agreed that the term shall not be extended beyond the original term of the CONTRACT without the written Consent of the SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be executed and their seals affixed this 25th day of May, 2023.

Stella-Jones Corporation PRINCIPAL

By: [Signature] / [Signature]

GREAT AMERICAN INSURANCE COMPANY SURETY

By: [Signature] Kristen McGillvrey, Attorney-in-Fact



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 21819

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SUMMER HUGH	KRISTEN MCGILLVREY	ALL
DEAN R. POLLOCK	TINA A. COSTA	\$100,000,000
ASHLEE BAUMGARTNER	ERIK FINROW	
DAVID HOLLAND		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of JULY 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of JULY

MARK VICARIO (877-377-2405)

2022 before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

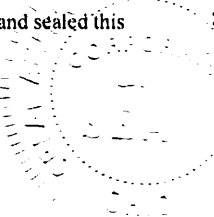
*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of May 2023



*Atty L C B*

Assistant Secretary