



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 29, 2026

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 1.375 million board feet of timber. Contract Value is \$693,816.35 for 2 years. Funding is through Stella-Jones Corporation. No County General Funds are involved.

Previous Board Action/Review	April 26, 2018; Approval of Forestry 10-year Management Plan Briefed at Issues – January 31, 2023 Informational Update		
Performance Clackamas	Vibrant Economy, Healthy People		
Counsel Review	1/13/2026, AK	Procurement Review	Yes
Contact Person	Sarah Eckman	Contact Phone	(503) 742-4303

EXECUTIVE SUMMARY: The Clackamas County Forestry program sought sealed competitive bids for the sale of timber located within the County's Wildcat tracts approximately 14 miles southeast of Sandy, Oregon and northeast of the Eagle Creek community. The sale, named the Wild Trout Timber Sale #3, is comprised of approximately 1.375 million board feet (MMBF) of timber (1,040 MBF Douglas fir, 310 MBF white wood, and 25 MBF of cedar).

Stella-Jones Corporation was the highest responsive bidder. They will have through December 31, 2027 to complete the harvest, and will make contractual progress payments to the County based on certain milestones identified in the contract.

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. The County Forestry program's net proceeds will provide financial support to County Parks' program operations and capital improvements.

PROCUREMENT PROCESS

This project was advertised in accordance with ORS and LCRB Rules on October 7, 2025. Bids were opened on November 5, 2025. The County received two (2) bids: one bid from Hampton Tree Farms, LLC for \$678,507.55 and one bid from Stella-Jones Corporation for \$693,816.35. After review of the bids, Stella-Jones Corporation was determined to be the highest responsive bidder.

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RECOMMENDATION: Staff recommends the Board approve the Wild Trout Timber Sale #3 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
#0000001562

This Timber Sale Contract (this "Contract") is entered into between **Stella-Jones Corporation** ("Purchaser" or "Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), and is for the sale of approximately 1.375 million board feet ("MBF") of timber as part of the **Wild Trout Timber Sale Unit #3** ("Timber").

I. TERM

This Contract shall become effective upon issuance of a Notice-To-Proceed ("NTP") and shall remain in effect until **December 31, 2027**, unless extended by mutual written agreement of the parties. Contractor shall complete the harvest of the Timber in accordance with **Exhibit A**, Contract Special Conditions, attached hereto and incorporated by this reference herein, by December 31, 2027.

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 ("Act") 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 Timber from the Timber Harvest Area and any subsequent use or sale of the same.

III. COMPENSATION

1. **PAYMENT.** Purchaser shall pay County in accordance with the bid price form for ITB #2025-72, estimated to be **Six Hundred Ninety-Three Thousand Eight Hundred Sixteen Dollars and Thirty-Five Cents (\$693,816.35)** for the Timber, with payments to be made in accordance with Exhibit A and Purchaser's Bid, attached hereto as Exhibit B. Actual payment amounts to be determined by delivered scale log volume.

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

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.

<input checked="" type="checkbox"/> Required - Workers Compensation: 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"/> Required – Commercial General Liability: 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"/> Required – Automobile Liability: 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

Ben Johnson 1-12-26
Authorized Signature Date

Chair Date

Ben Johnson Oregon Resource Manager
Name / Title (Printed) Recording Secretary

772392-92
Oregon Business Registry #

Approved for Legal Sufficiency:

FBC/Delaware
Entity Type / State of Formation

Amanda Wells 1/13/2026
County Counsel Date

Contract Special Conditions

ITB #2025-72 Wild Trout Timber Sale

Contract Special Conditions

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

2. **Condition Precedent:** the parties’ obligations under this Contract are subject to the express condition precedent that the 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 BID PRICE. Contractor shall complete all work under the Contract by December 31, 2027. 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 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 (balance of the bid deposit) must be paid by June 30, 2026 even if the logging has not started.
 - c. (50%) of bid price including any logging progress payments must be paid by 45 days after harvest activities begin.
 - d. An additional thirty percent (30%) of bid price including any logging progress payments must be paid when 50% of the Timber volume is harvested.
 - e. The total bid price based on delivered volumes, or the County cruise if the sale is not complete, shall be paid with 45 days when the last Timber load is shipped or by June 30, 2027, whichever occurs first.
 - f. Final reconciliation of delivered log volume and payments will be conducted within 45 days of the last load shipped.

If Contractor doesn't complete the harvest by December 31, 2027, 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. This plan shall be prepared on a form provided by County and shall be used for all types of operations, including project work, logging, and post-harvest requirements. County may require an on-site meeting prior to approval of the Operations Plan, attended by Contractor, subcontractor, and County representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and Contractor must comply with this plan. Contractor shall notify County whenever operations will be inactive for more than three days, and again when operations will be resumed.

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

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

15. **Timber Harvest Area**

- a. **Timber Harvest Area.** The Timber Harvest Area is located on Exhibit E-G of this Contract. The taking of timber that is not Designated Timber, or the taking of timber or infliction of damage beyond the boundaries of the Timber Harvest Area shall constitute a trespass. Any trespass resulting from the acts or omissions of Contractor will be deemed a breach of this Contract. For said trespass and breach, Contractor shall pay the County the following damages:
 - i. Treble the County's delivered contract price to a designated mill if Contractor's acts or omissions are willful or intentional; or

- ii. Double the County's delivered contract price to a designated mill for each species involved in the trespass, if Contractor's acts or omissions are not willful or intentional.
- b. **Designated Timber.** The following is Designated Timber:
 - i. All trees within the Timber Harvest Area marked on the ground and shown in Exhibit A are Designated Timber and shall be harvested except any trees behind riparian buffer boundaries as marked on the ground and shown in Exhibit A.
 - ii. Trees on County property but not within the Timber Harvest Area, and not marked as Designated Timber, shall not be harvested, unless instructed otherwise by the County.
- c. **Protection of Markings and Monuments.** Contractor shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, Contractor shall report it to County within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. Contractor shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by Contractor's activities. County may reestablish such markers or monuments and bill Contractor for the expense incurred.

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

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

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 not over 30 days of operation, as determined by County. Contractor shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. Contractor shall retain all woods receipts in each book and return to County as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to County during sale inactivity over 30 days, and at the completion of timber removal from the Timber Harvest Area.

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

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

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

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:
- Improper felling or bucking of the logs;
 - Failure to remove the logs prior to deterioration; or
 - 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 county road to the back of unit #2, as detailed in 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. **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.
- b. **Protection of Soil.** In the Timber Harvest Area, or portions thereof, where ground yarding has been approved in the Operations Plan, Contractor may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions
 - i. 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.

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

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

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

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

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

- iii. Suspend felling and/or yarding until corrective measures have been agreed upon by County and Contractor.

- iv. Require limitations on log length and/or the number of logs in each yarding turn.
- v. Specify the size and type of equipment to be used.
- vi. Receive appropriate compensation for County damages and remedy efforts, including staff time spent addressing the issue.
- d. **Damage to Reforested Areas.** The nature of this timber harvest 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.
- e. **Fire Trails.** No fire trails are required under this Contract.
- f. **Project Work.** Contractor shall complete the projects described below in accordance with specifications provided and instructions from County. Project locations are shown on Exhibit A unless otherwise described. Contractor shall furnish all material unless otherwise specified.

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 a County approved, tracked shovels using machinery that is appropriate in size for the job. Tractors (skidders) may be used for skidding only with written County approval, which is revocable if in the sole opinion of the County, the skidders are causing excessive damage to county property.
 - ii. **Wheeled Skidders:** Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to County property.
- 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. **Other Uses of Contractor's Equipment.** County may require Contractor to do other work in the general area of the sale using equipment already on site. County shall pay Contractor at \$145.00/hr. for full-sized excavators or loaders and shall pay \$140.00/hr for wheeled and tracked tractors, inclusive of operators.
- i. **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.
- j. **Weyerhaeuser road.**
All necessary Weyerhaeuser road use permits shall be obtained by the contractor prior to work starting.

EXHIBIT A
Contractor's Bid

EXHIBIT C - BID PRICE FORM
ITB #2025-72

SPECIES	ESTIMATED VOLUME (MBF)	STUMPAGE \$ per MBF	BID ESTIMATED VALUE
Douglas-fir (minimum bid \$498.59MBF)	1,040	\$ <u>558.70</u>	\$ <u>581,048</u>
Hemlock/White wood (minimum bid \$273.56MBF)	310	\$ <u>273.56</u>	\$ <u>84,803.60</u>
No Bid Species			
Western Red Cedar	25	\$ 1,098.59	\$ 27,464.75
Pulp	100+ tons	\$ 5.00 per ton	\$ 500.00
TOTAL ESTIMATED VALUE =			\$ <u>693,816.35</u>

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 5th day of November, 2025

By: Brian Johnson Title: Oregon Resource Manager

Address: P.O. Box 268 Brownsville, OR 97327

Phone: 541-729-2099



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
BID BOND

Project Name: # 2025-72 Wild Trout- Timber Sale Unit #3

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 (\$ 10%)

Ten percent of total amount bid 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. 2025-72) 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 5th day of November, 2025.

Principal: Stella-Jones Corp

By: [Signature]
Signature

Director of Resources
Official Capacity

Attest: [Signature]
Corporation Secretary
Director of Accounting

Surety: Great American Insurance Company

By: [Signature]
Attorney-in-Fact

Kristen McGillvrey
Name

10260 SW Greenburg Rd, Suite 1060
Address

Portland, OR 97223
City

800-777-9004
Phone

503-245-7986
Fax

State

Zip



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 NINE

No. 0 22625

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	ALL OF	ALL
DEAN R. POLLOCK	EUGENE, OREGON	\$100,000,000
KRISTEN MCGILLVREY		
TINA A. COSTA		
ERIK FINROW		
NADYA ALAMI		

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 20TH day of MAY, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of MAY, 2025, before me personally appeared JOHN K. WEBSTER, 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.

JOHN K. WEBSTER (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

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 5th day of November, 2025



My L C. B.

Assistant Secretary

EXHIBIT B
INVITATION TO BID
ITB # 2025-72
Wild Trout - Timber Sale Unit #3
ISSUE DATE: October 7, 2025



**INVITATION TO BID
ITB # 2025-72
Wild Trout - Timber Sale- Unit #3**

ISSUE DATE: October 7, 2025

**Tralee Whitley
Analyst**

**BID DUE DATE AND TIME
November 5, 2025 (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.....	October 7, 2025
Protest of Specifications Deadline	October 14, 2025
Request for Clarification or Change Deadline	October 29, 2025
Bid Due Date and Time.....	November 5, 2025
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter

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/bso/view/login/login.xhtml> Document No. S-C01010-00015097. 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

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:

The County is selling approximately 1.375 million board feet (MMBF) of timber (1,040 MBF Douglas-fir, 310 MBF white wood, 25 MBF of cedar). The timber is located in the County's Wildcat Forest tract approximately 14 miles east of Sandy, Oregon.

2.02 BACKGROUND: The timber is generally 75 to 95 years old. It was commercially thinned about 35 years ago. There is still evidence in the area of when the original stand of timber was removed in the early 1920's.

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.

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 containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is 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 applicable **Timber Sale Contract** attached as Exhibit H for reference.

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.

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

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

- Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- 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 PROPOSALS WILL NOT BE ACCEPTED.
- Proposers 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.
- Proposers 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 goods or services offered specifically 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

6.0 EVALUATION AND AWARD

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 public bidding procedures and requirements, and may reject for good cause any and all bids upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, 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.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions of ORS 275.340.

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 Tech 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. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

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 during the protest period at the Procurement Division. 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 proposer 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.
- 7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:
An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

<p style="text-align: center;">EXHIBIT A REQUIRED SPECIFICATIONS</p>
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The Clackamas County Forester will accept sealed bids for certain designated timber.

Sale Number: _____ **Sale Name:** Wild-Trout Timber Sale Unit #3

Located in: Section 18, T. 3 S., R. 6 E., W.M.

<u>BID SPECIES</u>		<u>Minimum Price</u>
Douglas-fir	1,040 MBF	\$ 498.59 per MBF
Hemlock/White wood	310 MBF	\$ 173.59 per MBF

NO BID SPECIES (non-negotiable)

Western Red Cedar	25 MBF	\$ 1,098.59 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 per each bid species times the estimated volume for that species. Total contract bid price will include prices for all species.

Bid Deposit: 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.

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

Project Work: Where possible, slash accumulations will be loader piled after the harvest. One access road approximately 1,275 feet will need to be constructed to tie the Wildcat county road to the Wild Trout unit #3. Location is marked with clearing limits orange paint and ribbons) and rock size and amounts to be approved by County. Maintenance of 7,680 feet of road will consist of brushing, spot rocking where needed and grading.

Yarding and Logging Requirements: Approximately 27.75 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%-45%. Shovel logging is required in the flats. The trees are 65 to 95 years old. All acreages and ages are an estimate and Purchaser should make its own determination.

Purchaser shall prepare a logging plan for County approval that shows landing locations, type of logging and any road construction needed. Purchaser shall prepare a 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.

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

If you are the successful bidder, the County Forester will send you a “Notice of Sale Award” and a contract shortly after the bid closes and the protest period has ended. To qualify for the sale, you must return three (3) copies of the contract with the proper signatures and also submit an insurance certificate and performance bond as specified in the contract, all within 30 days of the award notice. No operations are permitted on the sale area before the bond and insurance are accepted, and Clackamas County executes the Contract. Operations outside the season stated in the contract may be permitted if, in the sole opinion of County, the purchaser offers a plan to do so that addresses County’s concerns about wet weather operations.

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

NARRATIVE ROUTE TO Unit #3 “WILD-TROUT TIMBER SALE”

This sale is located southeast of Sandy, Oregon and northeast of the Eagle Creek community. Access to the area is from Wildcat Mountain Drive, a public road. From Hwy 224, take the Eagle Creek turn on to Wildcat Mountain Drive and go east 11.25 miles to Hope Lake. Follow Wildcat Mountain Drive an additional mile and a half and there will be a White gate on the left side of the road. The combination to the gate is 1961. The lock is sticky so make sure the combination is set precisely and pull the lock hard to open. Proceed up the road with the gate until you come to fork in the road. Take the left fork and follow the main flow to the end. At the end you will be on the lower part of Unit #3. The road to access the new construction is about half a mile before unit #3. To access the north section of the new Construction tie road; proceed up Wildcat Road another mile and a half from the Weyerhaeuser white gate until you reach an Orange gate on the right. The combination will be the same – 1961. All haul will travel over the new section of road through Clackamas County timber lands the pave Wildcat road.

See Exhibit “E” “F” and “G”, Wild-Trout Timber Harvest – Unit #3, for maps of the timber sale

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

Prospective PURCHASER'S are strongly advised to review a copy of the CONTRACT for timber sale #2025-72, which is attached for reference as Exhibit H.

YARDING EQUIPMENT: PURCHASER should use ground-based logging techniques. Rubber tired skidders will not be allowed in the wet winter/fall/spring times. Prior approval must be obtained from the County Forester before rubber tired skidders are allowed.

This timber sale is one Unit. Unit #3 is about 28 acres. The trees are 65-95 years old. Snags and large tress will be left in or around the harvest unit as habitat for tree cavity dwellers and raptors. A buffer of at least 50 – 110 feet wide will be left along the unit boundaries to protect the North Fork Eagle creek area.

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 shall be tall, narrow and few in number with little dirt. Piles should not be done in the rain or when slash is very wet, and be reasonably far away from reserved trees and property lines. Slash treatment is not required in steep (45+%) areas. The new construction of the tie road must be done when the weather allows for the soil to be compacted and the new rock does not sink into the subgrade. Written approval from the County Forester must be obtained before any new construction is to be done. The clearing limits for the new construction will be marked by either orange paint or ribbon. The stumps and brush from the new construction clearing limits must be placed in the clearing limits or in a natural pocket that does not contain trees. The P-line will be marked with a black and pink striped ribbon. The complete rock road surface shall be a minimum of 12 feet with extra width for curve widening.

Log Branding and Marking Requirements

A. All County timber originating from County timber sales shall be branded with an assigned and registered brand before removal from the sale area. Unless prevented by the size

or condition of the wood, one end of all logs originating from County timber sales shall be hammer branded and shall be painted with a paint type and color determined by the County Forester.

B. If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a County brand specifically used for this purpose and signifying the unprocessed timber is County timber ineligible for export. The County Forester's export restriction branding hammers will be obtained from the County Forester, at the beginning of the harvest and will be returned to the County immediately after the harvest is completed.

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

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

- (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 (balance of the bid deposit) must be paid by June 30, 2026 even if the logging has not started.
- (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 delivered 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 **June 30, 2027**.

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

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

COUNTY CODE CONCERNING TIMBER SALE CONTRACTS: County Code 2.06 **Export of unprocessed timber from lands owned or managed by Clackamas County** applies to all Clackamas County timber sales.

2.06.020 Criteria for Eligibility to Bid on County Timber Sale Contracts

- A. In addition to all other requirements of law, any person submitting a bid for the purchase of County timber must certify, in a form and manner specified by the County Forester, that:
1. The person will not export directly or indirectly unprocessed County timber;
 2. The person 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; and

3. The person 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, a persons previously not eligible to bid for County timber under subsection A of this section may bid for County timber if the person certifies in a form and manner specified by the County Forester that:

1. The person will not directly or indirectly export unprocessed County timber; and
2. Unless exempted by paragraph 3 below, the person has not exported unprocessed timber from County lands for a period of not less than 24 months prior to the date of submission of the bid; and
3. The person 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.

[Codified by Ord. 05-2000, 7/13/00]

2.06.030 Prohibition of Indirect Substitution

A. In addition to all other requirements of law, no person who is prohibited from purchasing County timber directly from the County may purchase County timber from any other person.

B. Acquisitions of Western Red Cedar, which are domestically processed into finished products to be sold into domestic or international markets, are exempt from this prohibition.

[Codified by Ord. 05-2000, 7/13/00]

2.06.040 Prohibition of Export of County Timber

All unprocessed timber, as defined in 2.06.010 above, which originates from County lands, may not be exported.

[Codified by Ord. 05-2000, 7/13/00]

2.06.050 Surplus Timber

The prohibitions against export contained in this chapter shall not apply to specific quantities of grades and species of unprocessed timber originating from County land which the United States Secretary of Agriculture or Interior has determined by rule to be surplus to the needs of timber manufacturing facilities in the United States.

[Codified by Ord. 05-2000, 7/13/00]

2.06.060 Reporting Requirements

A. Before the Board of County Commissioners executes a timber sale contract or the County in any other manner sells County timber, a purchaser of County timber must:

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 purchaser 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. Certification will be made in a form and manner as prescribed by the County Forester. Obtaining certification shall not relieve the purchaser's responsibility to provide the County Forester with an accounting of the delivery destination of that timber.

B. Any performance bond required by a County timber sale contract may be retained by the County Forester until their receives satisfactory notification of County timber delivery destination.

C. Failure to provide the County Forester with a final accounting of the delivery destination of County timber will be considered a violation of this chapter. Violators shall be

subject to the penalties contained in 2.06.070 below.
[Codified by Ord. 05-2000, 7/13/00]

2.06.070 Remedies for Violation

- A. The County Forester shall keep a written record of all persons whom they believe have violated the requirements of this chapter.
- B. A person whose name appears on the record for violations as stated in A above, and who again violates the requirements of this chapter, shall be disqualified from bidding on or purchasing County timber for a period of five years following the date of the violation.
- C. The County Forester may cease operations on and/or terminate any County timber sale contract entered into with a person who has violated the requirements of this chapter.
- D. The County Forester may assess damages for violations of this chapter according to the following formula:
 - 1. $D = (OSV + AC) - (PR + RSV)$, where:
 - a. D = Damages and Expenses;
 - b. OSV = Original Sale Value (timber only does not include project value). The original sale value shall be adjusted to reflect estimated overruns or under-runs on recovery sales;
 - c. AC = Administrative Costs--these costs include both the field and office costs required for the preparation of the defaulted parcel for resale; these costs also include rehabilitation or regeneration delay costs, legal service costs, interest, and other costs allowed by law;
 - d. PR = Payments Received; and
 - e. RSV = Remaining Sale Value. The value of the remaining timber shall be determined using the County Forester's estimate of remaining volume, multiplied by the dollar values stated in the contract.
- E. The County Forester shall promptly notify the person in writing of any action taken under B, C, or D, in this section. The notice shall include the nature and date(s) of the violation(s), and where appropriate, the date of contract termination and/or cessation of operations, the period of disqualification, and the amount of assessed damages and how they were calculated. If the person is disqualified, the notice shall also include a statement of the appeal rights and procedure described in paragraph F, below.
- F. A person who receives notification from the County Forester of disqualification may appeal the decision to the Board of County Commissioners.
 - 1. A written request must be received by the County Forester, 150 Beavercreek Road #325, Oregon City, Oregon 97045, no later than 15 days after the date of the County notification.
 - 2. After a timely appeal request is received, the Board of County Commissioners will schedule a public hearing. The appellant will receive at least 15 days' written notice of the hearing.
 - 3. Following the hearing, the Board of County Commissioners shall make written findings and issue a written decision. A copy of the findings and decision will be mailed to the appellant. The Board's decision shall be final.
- G. If a person does not timely appeal a disqualification notice, then the decision of the County Forester shall be final.
- H. The County Forester's decision to cease operations, terminate a timber sale contract, or assess damages shall be final.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2022, 7/21/22]

2.06.080 Log Branding and Marking Requirements

A. All County timber originating from County timber sales shall be branded with an assigned and registered brand before removal from the sale area. Unless prevented by the size or condition of the wood, both ends of all logs originating from County timber sales shall be hammer branded and both ends shall be painted with a paint type and color determined by the County Forester.

B. If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a County brand specifically used for this purpose and signifying the unprocessed timber is County timber ineligible for export. The County Forester's export restriction branding hammers can be obtained from the County Forester, at cost, upon request.

[Codified by Ord. 05-2000, 7/13/00]

2.06.090 Timber Sale Contracts

All County timber sale contracts shall contain the following provision: "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."

[Codified by Ord. 05-2000, 7/13/00]

2.06.100 Enforcement

A. Investigation of suspected violations of this chapter and/or surveillance of unprocessed timber in transit and at port facilities may be conducted by the County Forester, or contracted by the County Forester to other County, state or federal agencies. Any alleged violations of the export prohibition provisions of this chapter will be referred by the County Forester to the appropriate federal or state agency for prosecution or other legal action.

B. Once the County Forester makes a final decision that assesses damages, the full amount of damages shall be immediately due and payable. If payment is not made within 30 days, the County may enforce payment through civil legal proceedings, in which the County, if it prevails, shall be awarded its reasonable costs and attorney fees.

[Codified by Ord. 05-2000, 7/13/00]

EXHIBIT B - CERTIFICATIONS
ITB #2025-72

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

A. In addition to all other requirements of law, any person submitting a bid for the purchase of County timber must certify, in a form and manner specified by the County Forester, that:

1. The person will not export directly or indirectly unprocessed County timber;
2. The person 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; and
3. The person 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, a persons previously not eligible to bid for County timber under subsection A of this section may bid for County timber if the person certifies in a form and manner specified by the County Forester that:

1. The person will not directly or indirectly export unprocessed County timber; and
2. Unless exempted by paragraph 3 below, the person has not exported unprocessed timber from County lands for a period of not less than 24 months prior to the date of submission of the bid; and
3. The person 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.

☐ 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 #2025-72
--

SPECIES	ESTIMATED VOLUME (MBF)	STUMPAGE \$ per MBF	BID ESTIMATED VALUE
Douglas-fir (minimum bid \$498.59MBF) 1,040		\$ _____	\$ _____
Hemlock/White wood (minimum bid \$273.56MBF) 310		\$ _____	\$ _____
No Bid Species			
Western Red Cedar 25		\$ 1,098.59	\$ 27,464.75
Pulp 100+ tons		\$ 5.00 per ton	\$ 500.00
TOTAL ESTIMATED VALUE =			\$ _____

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 _____, _____

By: _____ Title: _____

Address: _____

Phone: _____



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
BID BOND

Project Name: # 2025-72 Wild Trout- Timber Sale Unit #3

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: _____

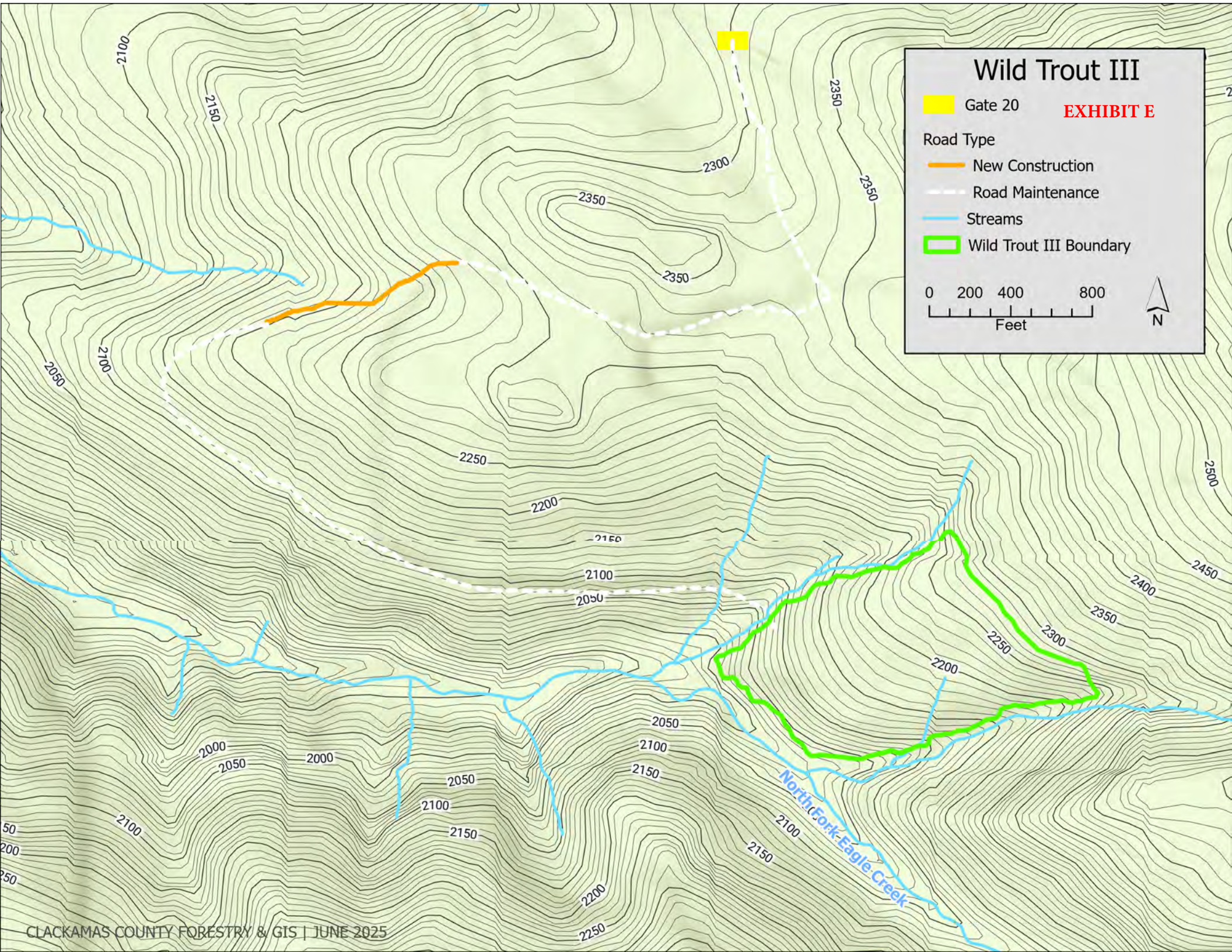
By: _____ By: Attorney-In-Fact
Signature

_____ Name
Official Capacity

Attest: _____ Address
Corporation Secretary

_____ City State Zip

_____ Phone Fax



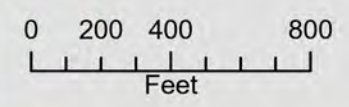
Wild Trout III

EXHIBIT E

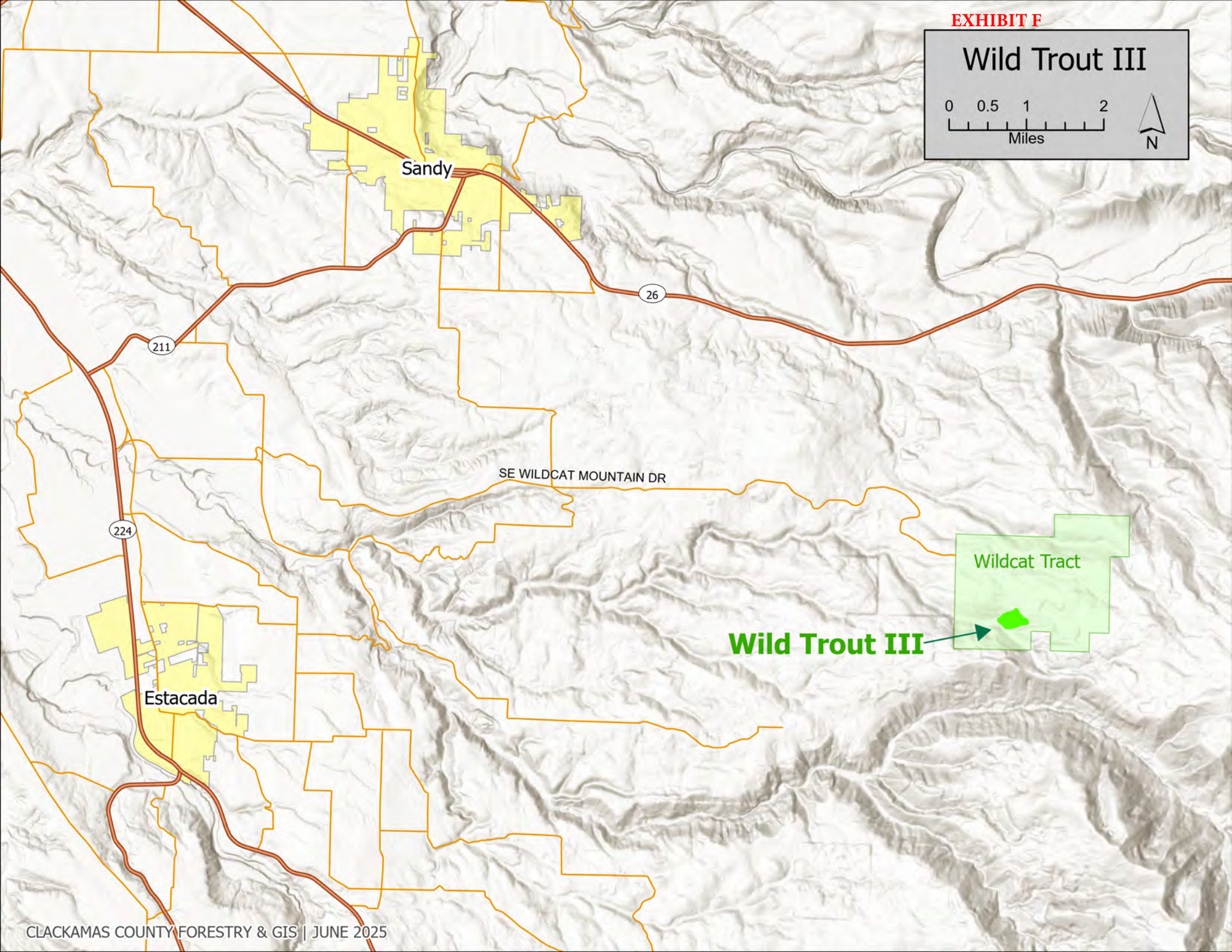
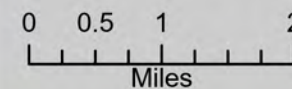
Gate 20

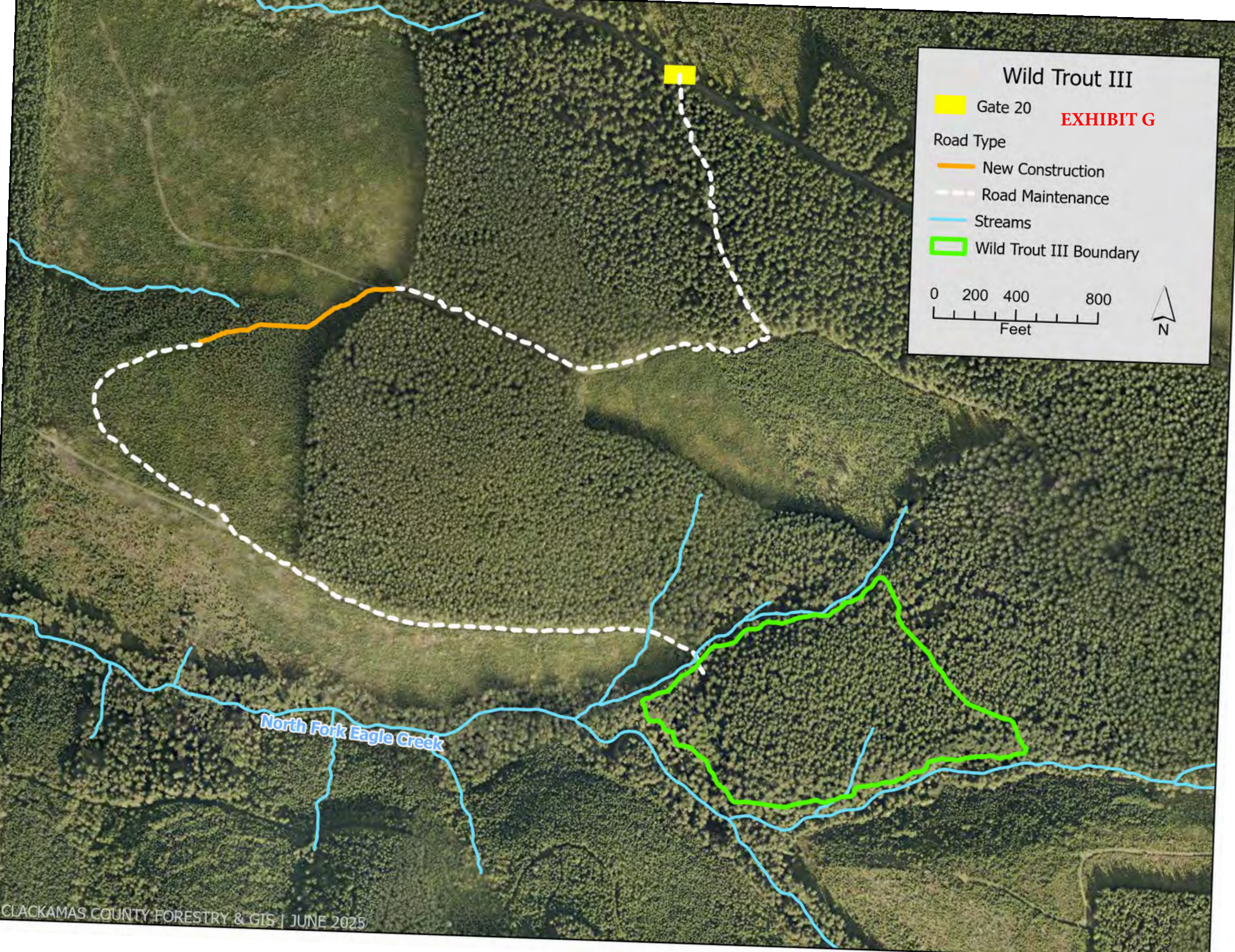
Road Type

- New Construction
- Road Maintenance
- Streams
- Wild Trout III Boundary



Wild Trout III





Wild Trout III

EXHIBIT G

Gate 20

Road Type

— New Construction

- - - Road Maintenance

— Streams

— Wild Trout III Boundary

0 200 400 800
Feet



North Fork Eagle Creek

EXHIBIT D
BID BOND



INVITATION TO BID #2025-72
Wild Trout- Timber Sale- Unit #3
ADDENDUM NUMBER 1
October 15, 2025

On October 7, 2025, Clackamas County ("County") published Invitation to Bid #2025-72 ("ITB"). The County has found that it is in its interest to amend the ITB through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original ITB and subsequent Addenda shall remain unchanged.

1. In regards to road construction and maintenance that is part of the sale, The rocking amounts for the new construction are as follows:
 - a. The rocked running surface is to be 12 feet wide with extra rock on the curves to allow for proper trailer tracking.
 - b. The subgrade is to be out sloped and graded. Each rock lift is to be graded and vibratory compacted.
 - c. The base lift is to be 30 cy/station of 6" minus (hard basalt rock). The top lift is to be 20 cy/station of 3 inch minus (hard basalt rock). Calculate in extra rock for the curves and the road junction.

End of Addendum # 1



INVITATION TO BID #2025-72
Wild Trout - Timber Sale- Unit
#3 ADDENDUM NUMBER 2
October 28, 2025

On October 6, 2025, Clackamas County ("County") published Invitation to Bid #2025-72 ("ITB"). The County has found that it is in its interest to amend the ITB through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original ITB and subsequent Addenda shall remain unchanged.

1. The following changes have been made to Exhibit A: The White Wood minimum bid price is changed from \$173.59 **to a correct price of \$273.56**

End of Addendum # 2

Performance Bond



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No.: CAF457557
Solicitation: #2025-72
Project Name: Wild Trout- Timber Sale- Unit #3

Great American	Bond Amount No. 1:	\$ 138,763.00
<u>Insurance Company</u> (Surety #1)	Bond Amount No. 2: *	\$
<u></u> (Surety #2)*	Total Penal Sum of Bond:	\$ 138,763.00

* If using multiple sureties

We, Stella-Jones Corporation as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Hundred Thirty Eight Thousand Seven Hundred Sixty Three and no/100** (Provided, that we the Sureties ^(\$138,763.00) bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 8th day of January, 20 26.

PRINCIPAL: Stella-Jones Corporation

By: [Signature]

Signature

Sr. Vice President

Official Capacity

Attest: [Signature]

Corporation Secretary

Dir. of Resources

SURETY: Great American Insurance Company

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Kristen McGillvrey

Name

[Signature]

Signature

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 NINE

No. 0 22625

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 SHAWNA JOHNSON	ALL OF	ALL
DEAN R. POLLOCK DARRIN GODREY	EUGENE, OREGON	\$100,000,000
KRISTEN MCGILLVREY MICHAELA OLIVIERI		
TINA A. COSTA		
ERIK FINROW		
NADYA ALAMI		

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 20TH day of MAY 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Stephen C. Beraha

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 20TH day of MAY, 2025, before me personally appeared JOHN K. WEBSTER, 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, 2030

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 8th day of January, 2026



Stephen C. Beraha

Assistant Secretary