



CITY OF ASTORIA INVITATION TO BID

SALE NAME: High Ridge Combo 2017
BID OPENING: April 7, 2017
LOCATION: Public Works Director's Office, Third Floor, City Hall,
1095 Duane St., Astoria, Oregon, 97103

**OFFICE ADDRESS
FOR MAILING BIDS:** Ken P. Cook, Public Works Director
City of Astoria
1095 Duane Street
Astoria, Oregon, 97103

SHOW-ME TRIP DATE: March 30, 2017 at 10:00 AM

DIRECT INQUIRIES TO: Michael Barnes - Cell Number 503-860-6723

SHOW-ME TRIP LOCATION

Meet in the parking lot across from the Hunts Market located off Highway 30 at Svensen, Oregon (10 miles east of Astoria). Please call the City of Astoria, Public Works Administration at 503-338-5177 in advance and let staff know that you are planning to attend the show-me trip. The harvest area is within a controlled area and cannot be accessed independently.

HARVEST DESCRIPTION

The Harvest will be comprised of thinning on 16.54 acres and variable retention patch cuts totaling 24.3 acres. Thinning stands are primarily Hemlock with some scattered spruce and Douglas fir. In thinning areas Douglas-fir will be removed to the extent operationally possible and basal area will be decreased from approximately 240 sqft/acre to 120 sqft/acre. Patch cuts are primarily Hemlock and Pacific Silver fir with significant Spruce. Most retention trees are Spruce or Silver fir and comprise 10-15% of the stand both in clumps of 3-5 trees and dispersed.

All harvest areas are suitable for ground-based operations. Slopes are under 20%.

PROJECT WORK

Road improvement to include rocking, culvert installation and drainage improvement is designated in the scope of work. Cost of project up to but not exceeding \$25,000 to be deducted from harvest payments, as directed by City.

SALE LOCATION

Portions of Section 18, T7N R7W; Clatsop County, Astoria, Oregon
All within the Bear Creek Watershed

ESTIMATED SALE VOLUME AND QUALITY

Species	QMD	Total MBF	Grades by %			
			2S	3S	4S	PU
Douglas fir	15.2	92	24%	51%	22%	3%
PS fir	17.1	150	40%	50%	1%	9%
Hemlock	12.4	270	8%	57%	22%	12%
S. spruce	21.8	330	68%	27%	4%	1%
Alder	9.8	2	0%	0%	0%	100%

Sale Total	844
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Minimum Bid

Bid Species / MBF

Hemlock / PSF	\$280.00
Douglas fir	\$360.00
Spruce	\$200.00

No Bid Species

Pulp Logs / Ton	\$7.00
Alder / MBF	\$350.00

QUALITY AND QUANTITY OF TIMBER

City makes no guarantee to purchaser as to the quality or quantity of the designated timber within the harvest area. Purchaser agrees to bear exclusive responsibility for and accept all risks associated with the conditions in the harvest area and purchaser's bid computation.

EXPIRATION DATE: October 31, 2017

BID METHOD: Sealed Bids

BID DEPOSIT: \$10,000.00

SALE TYPE: Recovery

INSURANCE: \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy

BID FORM

CITY OF ASTORIA
Ridge Line Combo Harvest 2017

Bid Opening April 7, 2017
10:00 AM Pacific Daylight Savings Time

Submitted to: City of Astoria
Public Works Department
Attn: Ken P. Cook
1095 Duane St.
Astoria, Oregon 97103

The following bid is for timber only described under the terms described in the invitation to bid.

Bidder acknowledges that this offer is for **Timber Only, "As Is"** and that the City reserves the right to reject any and all bids. Bidder has made a careful and independent determination of the conditions requisite to the transaction contemplated herein.

Bidder has submitted a **\$10,000 Bid Deposit**, which must be included with this bid, in the form of a cashier's or certified check.

Bid Species Douglas-fir _____
(Minimum Bid \$360.00/ mbf)

Hemlock/Silver Fir _____
(Minimum Bid \$280.00/ mbf)

Sitka Spruce _____
(Minimum Bid \$200.00/ mbf)

No Bid Species
Pulp Log \$ 7.00/ton
Alder \$ 350.00/mbf

Bidder: _____

Tax ID No.: _____

Address: _____

Phone: _____

Authorized Representative _____
(Signature and Title)

Printed Name _____

Date _____

**CERTIFICATION OF ELIGIBILITY
TO BID ON CITY TIMBER**

_____ hereby certifies that they:

EXPORT

- (a) Will not export the unprocessed city timber as defined in OAR 629-031-0020 which is the subject of this transaction;
- (b) Will not sell, transfer, exchange, or otherwise convey the unprocessed timber as defined above which is the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 629-031-0030.
- (c) Are not prohibited by OAR's 629-031-0005 from bidding for unprocessed city timber.
- (d) Understand that falsely entering into this certification is a violation of the Forest Resources Conservation Amendments Act of 1993 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.
- (e) Have not exported unprocessed timber originating from private lands in Oregon in the last 24 months.

DEFAULT, TERMINATION, AND OTHER RELATED MATTERS

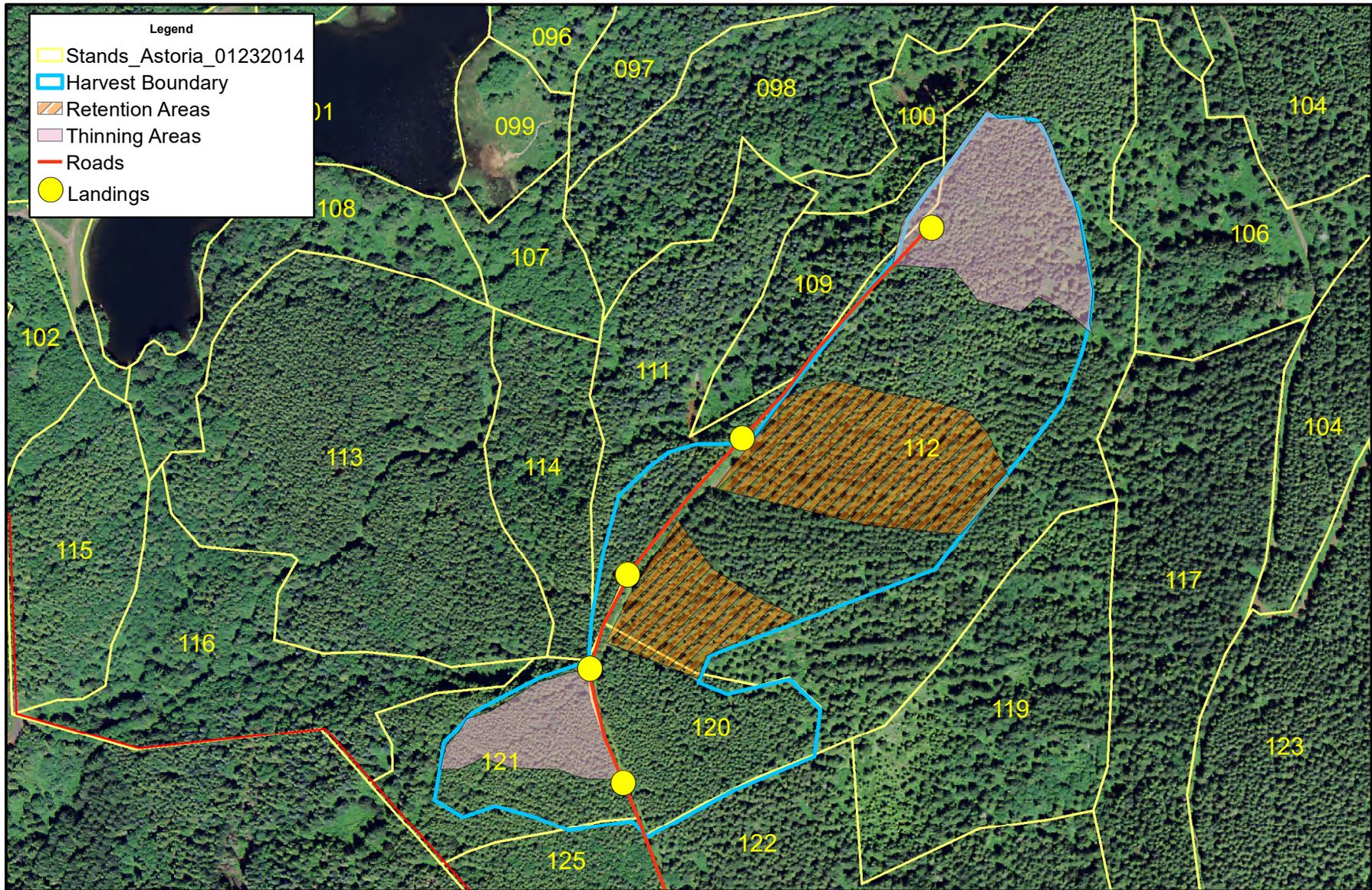
- (a) Are not currently in default status under any timber sale contract sold by the City.
- (b) Has not, within a 3-year period preceding this bid, had one or more Federal, State, or local timber sales terminated for cause or default.
- (c) If (b) above is Yes, has submitted an explanation, in writing, with this bid for consideration by City. Any such explanation shall be submitted at the time of bid on a separate piece of paper.

Signed

Title

Dated

[Note: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-031-0005.]



2017 Bear Creek Harvest

0 .10000000 .20000000 .40000000 Kilometers

Contact: Ben Hayes
971-678-9464

HIGH RIDGE COMBO HARVEST 2017- SCOPE OF WORK

Section 1 Operation Plan / Meeting

- 1) PURCHASER/CITY shall prepare a written operation plan prior to commencement of activities (Exhibit B). Upon signature of the operation plan it becomes a part of the Contract/Scope of Work.
- 2) CITY designates Michael Barnes as their representative with authority to act on behalf of the CITY in actions relating to High Ridge Combo Harvest.
- 3) Operation plan shall be completed at least one week prior to commencement of any activity relating to this contract. PURCHASER shall file a Notification of Operation with the Oregon Department of Forestry in compliance with the Forest Practices Act.

Section 2- Harvest Unit

The outline of the harvest unit is marked in blue tape, except where it borders a clearcut on the southwest boundary, where all trees up to the old clearcut are included in the harvest area. The total harvest unit is 52 acres. Thinning areas are marked with pink tape, retention areas are marked with orange tape, and all leave trees are painted with a blue stripe. A water source runs approximated 150 feet from the east boundary of the harvest unit. No trees shall be felled towards the water source.

Section 3- Harvest Operations

- 1) Felling:
 - a. PURCHASER/Felling Contractor shall meet with CITY representative to review requirements under section 4.
 - b. Felling shall be conducted using a feller/buncher unless alternative method is approved by CITY
 - c. Prior to felling, skid roads and landings shall be marked and approved by the CITY
 - d. Felled trees shall be topped at a diameter not less than 6 inches
 - e. Logs shall be no longer than 40 feet (plus trim)
 - f. Trees shall not be felled across drainages
 - g. Maximum stump height shall be 12 inches unless approved by CITY
- 2) Yarding:

- a. Use ground-based equipment approved by CITY. Limit skid roads and trails to 10% of the yarded area
 - b. Operation shall not be conducted under conditions where soils are rutted or excavated to a depth of 6 inches or more
 - c. Equipment shall not operate on slopes greater than 35%. Approval may be granted by CITY to operate for short distances on slopes exceeding 35%
 - d. Ground based logging operations shall be limited to June 1st through October 31st unless otherwise approved by CITY. Operational starting date must be approved by the CITY.
 - e. Ground yarding equipment shall not operate within 100 feet of any stream
 - f. PURCHASER (operator) shall suspend ground yarding during periods of high soil moisture as determined by CITY.
- 3) Stream Protection: Small type N streams are located adjacent to the thinning unit. No trees shall be fell across any stream. No equipment shall be operated with 100 feet slope distance of any stream.
 - 4) Watershed Entry: Coordinate entry to the watershed with the CITY's resident Water Source Operator and comply with his directions regarding access, vehicle speeds and operations while in the watershed area.

Section 4 – Log Removal

All logs defined below shall be removed as Designated Timber under this contract.

1. Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net).
2. Any hardwood log that conforms with grading rules for No. 4 Alder log grade or better and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net).
3. Logs determined to be utility/pulp quality shall be removed as pulp on approval of the CITY. Pulp logs shall be decked separately from sawmill grade logs.

4. Any logs left in the harvest area meeting the minimum requirements under 1 and 2 above shall be scaled by the CITY and charged to PURCHASER at the rate specified for that species under the contract. Material used to meet coarse woody debris requirement shall not be scaled.

Section 5- Treatment Specifications

There are three primary treatment types within the harvest unit: THINNING, RETENTION, and HARVEST WITH DISPERSED RETENTION.

- 1) THINNING (16.5 acres)- Thinning areas are marked with pink ribbon, except where they share a boundary with the harvest unit, in which case that boundary is marked with blue ribbon. Thinning areas are located at the southwest corner of the unit and the north end of the unit. Thinning areas have a basal area of approximated 237 sqft / acre and should be thinned to a basal area of 120 square feet / acre, removing approximately 50% of the volume from the stands. Thinning should focus on the removal of Douglas fir, however significant Hemlock will need to be removed as well to achieve desired basal area. Minor species such as Spruce, Silver fir, and Cedar shall not be removed. Felling shall be completed with mechanized equipment. Specific areas may be identified for use as landing areas by PUCHASER and additional trees may be removed upon approval by CITY.
- 2) RETENTION (11.6 acres) - Retention areas are marked with orange ribbon, except where they share a boundary with the harvest unit, in which case that boundary is marked with blue ribbon. There are two retention areas within the harvest unit, both of which extend from the road down to the eastern unit boundary. Do not intentionally enter or cross retention areas. All trees within the orange taped areas are to be retained.
- 3) HARVEST WITH DISPERSED RETENTION (24.31 acres) - Areas not marked for thinning or retention should be harvested, with the exception of retention trees, marked with blue paint, which shall be left, unless previously approved for removal by the city for safety or operational reasons. Retention trees are both dispersed and in a few small clumps, and are almost exclusively Spruce and Pacific Silver fir.

Section 6 Site Preparation/Slash Disposal in Patch Cut Areas

1. Slash is defined as debris resulting from harvest operations.
2. Slash shall be distributed over the harvest area for both thinning and retention in a manner which will allow for planting of seedlings on a 10 feet x 10 feet spacing.
3. Slash at the landing sites will be placed in small compact piles as directed by CITY, or when possible redistributed throughout the stand.

4. No slash piling shall occur during wet periods.

Section 7 Large Woody Debris/Snags/GreenTree Retention in Patch Cut Areas

1. Large Woody Debris is defined as solid wood with a minimum of 12" in diameter and 4' in length.
2. Snags are defined as standing conifers at least 12' in height and 16" in diameter.
3. Operators shall leave a minimum of 20 pieces of large woody debris and five snags (if available) per acre. Woody debris should not be placed within slash piles, as practicable.
4. Operator shall leave a minimum of four green trees with sound live crowns per acre as directed by CITY. Leave trees shall be a minimum of 16" in diameter. Certain trees have been designated for retention and marked with a blue painted stripe. All such trees shall count toward the leave tree requirement above.

Section 8 Road Maintenance/Use

PURCHASER is responsible for normal road maintenance on roads used for activity under this contract. Normal road maintenance shall provide for safe forest driving conditions, continuous access and road use, protection of roads from damage and water quality.

Normal road maintenance shall include any action needed to prevent and protect the road from soil contamination, seasonal weather damage, protect water quality, repair damage caused by road use and restore the road to at least the road condition at commencement of use.

Other contractors may use main access road into watershed. PURCHASER and all subcontractors shall maintain adequate communication to minimize road use conflicts. CITY must approve communication plan prior to commencement of activities.

The mainline road shall remain open and passable to the extent possible during the course of the operation. Periodic closure for culvert installation or other road improvement work shall be minimized to the extent possible. Any extended closure greater than 4 hours shall be coordinated with and approved by CITY.

During all phases of the operation to include road construction and harvest activities, approved equipment (crawler or grader) shall remain on site to allow for road maintenance as needed unless approved by CITY.

Access to the harvest areas shall be via Watershed Mainline (A Line).

The Watershed gates on A line (Watershed Mainline) must be kept closed and locked except for ingress and egress. Purchaser must secure key(s) from CITY. An approved day lock will be placed on CITY gates to accommodate log and gravel trucks. The designated CB channel for activities on Bear Creek will be CB 38. Where signage is inadequate, PURCHASER will be responsible for additional signage.

Section 9 Project Work

PURCHASER shall complete the following project work as specified under direction of CITY:

- 1) Spur bisecting the unit shall be improved to facilitate the removal of timber. Improvements shall be completed prior to commencement of log hauling to specifications approved by CITY. Additional improvements may be required following harvest operations.
- 2) Crushed rock may be required on Mainline road as directed by CITY. Said rock shall be placed on portions of the road that indicate wear as a result of log truck use.
- 3) Two additional culverts will be required on the mainline road. These culverts may be placed before harvest activities commence (culverts to be provided by the CITY).
- 4) Deliver and spread 1^{1/2}"-0 crushed rock or size approved by CITY. Rock shall be uniformly spread to a depth not to exceed 6 inches. Specific areas may require greater depth as directed by CITY. Certain road sections shall be rolled with approved equipment after rock has been placed and prior to log hauling.
- 5) All projects shall be under direction of CITY. Specific requirements under this road improvement project will be provided to Purchaser/Operator in writing during the operation.
- 6) All equipment to be used for project work shall be listed on the Operation Plan and rates to be approved by CITY prior to commencement of activities. Daily activity record shall be maintained by PURCHASER and shall be submitted to CITY on a weekly basis or as requested by CITY.
- 7) **All project work billing statements must be reviewed by CITY prior to payment.**
- 8) Cost of projects shall not exceed \$25,000.00.
- 9) Project cost shall be applied as a credit towards harvest payment(s).

Section 10 Log Management & Branding

All logs removed from the operation area shall be scaled at a location approved by the CITY. Scaling shall be performed by an approved third-party scaling organization using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group).

PURCHASER shall require the scaling organization to furnish copies each week of all scale certifications showing gross and net volumes by species and grade of all logs scaled during the week. Weight certificates showing gross and net weights for all loads purchased by weight shall be provided on a weekly basis.

All loads of logs shall be branded with an assigned and registered brand in accordance with Oregon Statutes prior to removal from the operation area.

Section 11 Log Accountability

1. Log load receipt books shall be presented to CITY for review and approval prior to use for this operation. Each book shall be signed by CITY representative prior to use. The entire book(s) shall be used for the High Ridge Combo Harvest.
2. Each book shall have a minimum of 4 copies for each load; one copy to remain in the book (CITY copy), one copy for the operator, one copy for the trucker, and one copy for the scaler.
3. PURCHASER shall present each book to the CITY as soon as all receipts in each book have been used.
4. PURCHASER shall require truck driver of each load to sign the log load receipt prior to leaving the landing.
5. Each load receipt shall indicate the date logs are loaded, trucker, species, number of logs destination and log brand. PURCHASER shall fill out a multi-part, serially numbered load receipt completely and accurately before each truck leaves the operation area. Any load delivered to FSC (Forest Stewardship Council) delivery point shall have the CITY of Astoria chain of custody code on all copies of that ticket and annotated as FSC Pure.
6. PURCHASER shall provide a copy of the log load receipt to the scaler which number shall be recorded on the scale ticket.
7. PURCHASER shall complete a daily log summary and provide to CITY as instructed. PURCHASER shall place daily summary sheets in a location designated by CITY.

Section 12 Protection of Watershed/Security

PURCHASER shall take all necessary steps to prevent damage to stream banks, any stream course or forested wetland within or adjacent to the harvest area and to maintain security of the watershed area resulting from PURCHASERs activities.

1. Necessary measurements include, but are not limited to, the following:
2. Do not operate any equipment within 100 feet of designated streams or wet areas.
3. Provide adequate sediment control measures, such as waterbars, on all skid roads to minimize potential movement of sediment to streams.
4. No dumping of trash or any foreign material within the watershed. No spillage or dumping of petroleum products or chemicals within the watershed. PURCHASER shall keep approved spill containment materials available in all machinery and vehicles operating in the watershed. Such materials shall be provided to CITY for inspection upon request by CITY.
5. PURCHASER shall provide CITY approved sanitary arrangements for personnel working in the watershed prior to commencement of activities. Such sanitary equipment shall be placed within the operation area at site approved by CITY.
6. PURCHASER shall ensure that the main gate to the Watershed remains locked except for entry and exit. Keys provided to PURCHASER shall not be duplicated. PURCHASER shall not provide keys to subcontractors without consent of CITY.
7. PURCHASER shall notify CITY immediately of all reportable releases of hazardous substances. Reportable quantities are found in 40 CFR, table 302.4 for hazardous substances in OAR 340-108 for petroleum products.

Section 13 Protection from Invasive Species

PURCHASER shall ensure that all ground based equipment (harvest and project) moved onto CITY forest is free of soil, vegetative material or other debris that could hold or contain seeds. PURCHASER shall employ cleaning methods appropriate to ensure compliance with this section. Equipment shall be inspected by CITY (if requested) at entrance to the watershed. PURCHASER shall notify CITY of date and time of equipment delivery. This section does not apply to log trucks or other service vehicles used in daily transport or specific duties such as fire equipment.

Section 14 Laws and Regulations

PURCHASER shall obtain from governmental authorities all licenses and permits necessary for performance of this contract and shall comply with all state, federal and local laws and regulations applicable to its activities. Such compliance shall include but not be limited to laws and regulations relating to duties as an employer and those relating to the Forest Practices Act. PURCHASER shall be responsible for all fines and penalties incurred as a result of violating such laws. PURCHASER shall complete and submit a written plan as required under Oregon Forest Practices Act. CITY may require certain standards which exceed the minimum requirements under the Forest Practices Act such as the minimum number of leave trees per acre. Purchaser and contractors must adhere to all OSHA requirements.

Section 15 Fire Measures

PURCHASER shall use all efforts and take all precautions necessary to prevent fire on the Contract Area. Logger shall observe all fire restrictions and regulations of the Oregon Department of Forestry. PURCHASER shall furnish and maintain in good and serviceable condition water and pump equipment and fire extinguisher approved by the Oregon Department of Forestry and such other fire fighting tools and equipment and fire fighting personnel as are required by applicable laws and existing fire dangers. In the event of a fire on the Contract Area, regardless of area or cause of origin, PURCHASER shall immediately use all reasonably available personnel and equipment under PURCHASER's supervision and control to extinguish and prevent the spread of such fire and shall immediately notify Owner.

Section 16 Protection of Utility Lines

Utility lines occur on certain spurs within the watershed. In accordance with OAR 952-001-0020: *"ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 952-001-0090. You may obtain copies of the rules by call the center."* (Note: The telephone number for the Oregon Utility Notification center is (503)232-1987 / 1-800332-2344)

Section 17 Payment Schedule

The Purchase Price for timber sold under this contract shall be paid as follows:

The first payment shall be paid within 30 days of notification of high bid or before commencement of operations. The first payment shall be 10% of the total estimated bid value. The total estimated bid value shall be the sum obtained by multiplying the estimated volume by the bid price for the bid species. Bid deposit shall be applied to the initial payment.

Subsequent payments shall be made on or before the 15th day of each month for the logs removed during the previous month and scaled by independent scale bureau as required under Section 10. The payment amount will be determined by multiplying the net volume for each species by the designated amount for that species. Final payment must be received within 30 days of termination of operation.

Section 17 Contract Modifications

PURCHASER and CITY acknowledge that changes are inherent in Operations of the type covered by this Contract. The number of changes, the scope of those changes, and the impact they have on the progress of the original Operations cannot be defined at the outset of the Contract. These changes may include, but are not limited to, changes in the project specifications, project completion dates, rock sources, seasonal restrictions, Timber Sale Area resource protection requirements, harvest methods, harvest completion dates, tree harvest size limits, removal specifications, Reserved Timber specifications, haul route requirements, scaling requirements, and Timber Sale Area boundaries. PURCHASER acknowledges and agrees that PURCHASER is not entitled to any deduction in the purchase price or total purchase price solely due to the number of changes required to be made in the Contract. Each change will be evaluated on its own merit to determine if an extension of the time for performance under the Contract or an increase or decrease in the purchase price or total purchase price is warranted.

Section 18 Extension of Time

CITY may extend the time for performance of this Contract upon written request from PURCHASER or at CITY's discretion. A request for extension:

1. Shall be accompanied by the written consent to an extension of the security by PURCHASER's surety;
2. Shall state the date to which the extension is desired, the Area of Operations to be affected, and the reason(s) for the extension; and
3. Must be received by CITY no later than thirty (30) days prior to the expiration date of this Contract unless the need for extension occurred within the thirty (30) days prior to the expiration date, in which case the request must be received prior to the expiration date.

Section 19 Payment Bond

PURCHASER shall furnish a payment bond acceptable to the CITY guaranteeing payment for all timber harvested. Payment bonds may in the form of one or more of the following: surety bonds, cashier's

check, or money order. Surety Company authorized to do business in the State of Oregon, on approved form, must write surety bonds. PURCHASER's bond shall be in an amount equal to the value of the timber estimated to be harvested (the value is equal to the estimated volume multiplied by the bid amount).

PURCHASER shall keep payment bond in effect during the term of the contract.

Section 20 Harvest Tax Liability

PURCHASER shall be responsible for payment of all Department of Revenue Timber Harvest Taxes.

CITY OF ASTORIA
Ridge Line Combo Harvest 2017

This Contract, made and entered into this ____ day of _____, by and between the CITY of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "PURCHASER".

WITNESSETH

WHEREAS, the CITY sells to PURCHASER and PURCHASER buys from CITY trees designated and described in Scope of Work; and

WHEREAS, PURCHASER is able and prepared to harvest designated timber as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. PURCHASER SERVICES

A. PURCHASER'S responsibilities are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

B. The PURCHASER'S work shall be performed as expeditiously as is consistent with safety and the orderly progress of work. All work shall be completed no later than **October 31, 2017**.

2. PAYMENT TO CITY

A. PURCHASER agrees to pay CITY

\$ _____ mbf for Hemlock/Pacific Silver Fir

\$ _____ mbf for Douglas-fir

\$ _____ per mbf for Sitka Spruce

\$ 7.00 per ton for Pulp logs

B. An initial payment of \$ _____ shall be made to the City prior to commencement of activities.

C. Payment schedule shall be based upon terms as outlined in Section 16 of the attached Scope of Work.

3. TITLE TO TREES

During the period of this Contract, and any extension, PURCHASER shall have the right to cut and remove designated trees. Such right shall be conditioned upon PURCHASER complying with the provisions of this Contract. PURCHASER shall be listed as timber owner on the Notification of Operation, as filed with the Oregon Department of Forestry.

Any right of PURCHASER to cut and remove the trees shall expire and end at the time this Contract, or any extension, terminates. All rights and interests of PURCHASER in and to trees and logs remaining in the project area shall, at that time, automatically revert to and revest in the CITY, without compensation to PURCHASER.

4. PURCHASER IDENTIFICATION

PURCHASER shall furnish to the CITY the PURCHASER'S employer identification number, as designated by the Internal Revenue Service, or PURCHASER'S Social Security number, as CITY deems applicable.

5. PURCHASER'S REPRESENTATIVE

For purposes hereof, the PURCHASER'S authorized representative will be _____.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the PURCHASER as above outlined, the CITY shall furnish to the PURCHASER access to all relevant maps, aerial photographs, reports and site information which is in the CITY'S possession concerning the project area. In addition, the CITY shall act as liaison for the PURCHASER, assisting the PURCHASER with making contacts and facilitating meetings, as necessary.

7. PURCHASER IS INDEPENDENT PURCHASER

A. PURCHASER'S performance shall be under the general supervision of CITY'S project director or his designee, but PURCHASER shall be an independent PURCHASER for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.

B. PURCHASER acknowledges that for all purposes related to this Contract, PURCHASER is and shall be deemed to be an independent PURCHASER and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that PURCHASER is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to PURCHASER under the terms of the Contract, to the full extent of any benefits or other remuneration PURCHASER receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to PURCHASER or a third party) as a result of said finding.

C. The undersigned PURCHASER hereby represents that no employee of the CITY of Astoria, or any partnership or corporation in which a CITY of Astoria employee has an interest, has or will receive any remuneration of any description from the PURCHASER, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. ASSIGNMENT OF CONTRACT.

PURCHASER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the CITY. CITY will consent only when assignment is consistent with CITY'S fiduciary duties. No such written approval shall relieve PURCHASER of any obligations under this Contract, and any transferee shall be considered the agent of the PURCHASER and bound to perform in accordance with the Contract. PURCHASER shall remain liable as between the original parties to the Contract as if no assignment had occurred.

9. SUBCONTRACTING

PURCHASER acknowledges and agrees that if PURCHASER subcontracts all or any part of the Operations, such subcontracting shall in no way relieve PURCHASER of any responsibility under this Contract. PURCHASER shall notify CITY in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

10. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if PURCHASER breaches any of the terms herein or in the event of any of the following: Insolvency of PURCHASER; voluntary or involuntary petition in bankruptcy by or against PURCHASER; appointment of a receiver or trustee for PURCHASER, or any assignment for benefit of creditors of PURCHASER. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon

appeal. PURCHASER may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

11. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

12. FORCE MAJEURE

Neither CITY nor PURCHASER shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

13. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by PURCHASER of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

14. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

15. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

16. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the PURCHASER, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

17. INDEMNIFICATION

With regard to Comprehensive General Liability, PURCHASER agrees to indemnify and hold harmless the CITY of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, PURCHASER, or others resulting from or arising out of PURCHASER'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of PURCHASER and The CITY of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the PURCHASER.

With regard to Personal Liability, PURCHASER agrees to indemnify and hold harmless the CITY of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of PURCHASER'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of PURCHASER and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of PURCHASER.

With respect to Commercial Liability and Personal Liability, PURCHASER reserves the right to approve the choice of counsel.

18. INSURANCE

Prior to starting work hereunder, PURCHASER shall obtain and maintain the following insurance: Commercial General Liability, Automobile Liability, Logger's Broad Form and excess or umbrella policy written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273. CITY will be listed as an "Additional Insured" on each policy. Such insurance shall provide a waiver of subrogation in favor of City. Coverage shall include PURCHASER, Sub-contractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to CITY. A copy of an insurance certificate in form satisfactory to CITY certifying the issuance of such insurance shall be furnished to CITY. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days written notice to CITY.

19. WORKMEN'S COMPENSATION

The PURCHASER, its sub-contractors, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. PURCHASER shall provide proof of worker's compensation coverage to CITY.

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

PURCHASER shall make payment promptly, as due, to all persons supplying PURCHASER labor or material for the prosecution of the work provided for this contract.

PURCHASER shall pay all contributions or amounts due the Industrial Accident Fund from PURCHASER or any subPURCHASER incurred in the performance of the contract.

PURCHASER shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

PURCHASER shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the PURCHASER fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the PURCHASER or a subPURCHASER by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the PURCHASER by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the PURCHASER or the PURCHASER'S surety from obligation with respect to any unpaid claims.

23. PAYMENT OF MEDICAL CARE

PURCHASER shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such PURCHASER, of all sums which the

PURCHASER agrees to pay for such services and all moneys and sums which the PURCHASER collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

24. OVERTIME

Employees shall be paid at least time and a half for all overtime work in excess of 40 hours in any one-week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

25. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and PURCHASER and has no third party beneficiaries.

26. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

27. HARVEST TAX LIABILITY

PURCHASER shall be responsible for payment of all Department of Revenue Timber Harvest Taxes.

28. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and PURCHASER and supersedes all prior written or oral discussions or agreements. PURCHASER services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:

CITY OF ASTORIA, a municipal corporation of the State of Oregon

Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Purchaser Date

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	BEAVERCR			DATE	1/23/2017	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	07W	19	BEAVER CR	0001	39.36	51	224	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL		51	224	4.4						
CRUISE		26	111	4.3	7,490		1.5			
DBH COUNT										
REFOREST										
COUNT		24	113	4.7						
BLANKS		1								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
WHEMLOCK	38	106.4	12.4	51	25.3	89.1	10,072	9,241	2,504	2,354
S SPRUCE	37	27.3	21.8	86	15.2	71.1	12,223	11,413	2,867	2,723
PS FIR	22	26.6	17.1	70	10.3	42.4	5,560	5,230	1,447	1,375
DOUG FIR	13	25.5	15.2	58	8.3	32.2	3,422	3,146	931	885
R ALDER	1	4.5	9.8	37	0.7	2.3	178	162	55	50
TOTAL	111	190.3	15.1	59	61.0	237.2	31,455	29,192	7,804	7,386
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	46.6	7.5		105	114	123				
S SPRUCE	53.4	8.8		482	528	574				
PS FIR	54.3	11.8		224	254	284				
DOUG FIR	70.7	20.4		143	179	216				
R ALDER										
TOTAL	88.5	8.4		263	287	311	313	78	35	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	53.9	8.7		28	30	33				
S SPRUCE	47.4	7.8		114	123	133				
PS FIR	51.9	11.3		59	67	74				
DOUG FIR	66.6	19.2		40	50	59				
R ALDER										
TOTAL	79.4	7.5		65	71	76	252	63	28	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	129.9	18.2		87	106	126				
S SPRUCE	140.8	19.7		22	27	33				
PS FIR	156.1	21.8		21	27	32				
DOUG FIR	139.5	19.5		21	26	30				
R ALDER	499.9	69.9		1	4	8				
TOTAL	63.6	8.9		173	190	207	161	40	18	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	122.4	17.1		74	89	104				
S SPRUCE	123.2	17.2		59	71	83				
PS FIR	138.1	19.3		34	42	51				
DOUG FIR	132.8	18.6		26	32	38				
R ALDER	499.9	69.9		1	2	4				
TOTAL	35.1	4.9		226	237	249	49	12	5	

TC TSTATS				STATISTICS			PAGE	2		
PROJECT				BEAVERCR			DATE	1/23/2017		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	07W	19	BEAVER CR	0001	39.36	51	224	S	W	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK		122.1	17.1	7,662	9,241	10,820				
S SPRUCE		122.9	17.2	9,450	11,413	13,376				
PS FIR		137.2	19.2	4,226	5,230	6,235				
DOUG FIR		136.4	19.1	2,546	3,146	3,747				
R ALDER		499.9	69.9	49	162	275				
TOTAL		37.2	5.2	27,672	29,192	30,711	55	14	6	
CL:	68.1 %	COEFF	NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK		121.7	17.0	1,953	2,354	2,754				
S SPRUCE		123.2	17.2	2,254	2,723	3,193				
PS FIR		137.5	19.2	1,111	1,375	1,640				
DOUG FIR		134.8	18.9	718	885	1,052				
R ALDER		499.9	69.9	15	50	84				
TOTAL		35.0	4.9	7,024	7,386	7,748	49	12	5	

T TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
		Project: BEAVERCR										Date 1/23/2017									
												Time 10:20:56AM									
T07N R07W S19 T0001											T07N R07W S19 T0001										
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
07N	07W	19	BEAVER CR	0001	39.36	51	111	S	W												
Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf	
								4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99	Ft	In	Ft			
WH		2S	2M	9	8.6	931	851							23	77	37	12	176	1.26	4.8	
WH		3S	3M	57	9.5	5,827	5,275		98	2		2	29	34	34	32	9	78	0.61	67.4	
WH		4S	4M	22	6.0	2,184	2,053	81	85	15		42	40	3	15	23	5	25	0.29	82.5	
WH		PU	UT	12	6.0	1,129	1,061	42	41	59				41	18	41	28	6	37	0.33	28.4
WH	Totals			32	8.2	10,072	9,241	364	24	66	11		11	30	24	35	27	7	50	0.47	183.1
SS		2S	2M	68	6.3	8,308	7,782	306		48	52			8	92	37	16	363	2.14	21.4	
SS		3S	3M	27	7.2	3,381	3,137	123		81	12	7	10	4	20	66	35	10	114	0.88	27.6
SS		4S	4M	4	7.7	511	472	19	66	34		64	26		10	20	5	22	0.35	21.9	
SS		PU	UT	1	5.0	23	22	1	63	37		100				16	6	19	0.35	1.1	
SS	Totals			39	6.6	12,223	11,413	449	3	24	36	38	5	2	11	81	31	10	158	1.22	72.2
SF		2S	2M	40	5.5	2,213	2,093	82		79	21				100	39	14	290	1.76	7.2	
SF		3S	3M	50	6.5	2,838	2,654	104		100			5	5	90	38	8	99	0.73	26.8	
SF		3S	4M	1	5.0	36	34	1		100			100			28	6	28	0.35	1.2	
SF		4S	4M	9	5.0	473	449	18	93	7		18	63		19	26	5	27	0.31	16.4	
SF	Totals			18	5.9	5,560	5,230	206	8	52	32	8	2	8	3	87	34	8	101	0.78	51.7
DF		2S	2M	24	7.1	822	764	30		100					100	38	15	298	1.92	2.6	
DF		3S	3M	51	9.9	1,783	1,606	63		100			8	23	69	35	9	96	0.82	16.7	
DF		4S	4M	22	5.0	746	709	28	88	12		33	18		49	26	5	29	0.31	24.7	
DF		PU	UT	3	5.0	71	68	3		100		100				12	8	19	0.48	3.6	
DF	Totals			11	8.1	3,422	3,146	124	20	56	24		9	8	12	71	29	7	66	0.65	47.6
RA		PU	UT	100	9.3	178	162	6	100						100	36	5	36	0.31	4.5	
RA	Totals			1	9.3	178	162	6	100						100	36	5	36	0.31	4.5	
Type Totals					7.2	31,455	29,192	1,149	13	45	26	16	7	13	14	67	29	8	81	0.70	358.9

OPERATIONS PLAN

NAME OF SALE: Ridge Line Combo Harvest 2017

DATE: _____

PERSONS AT THE MEETING:

ESTIMATED SCHEDULE OF ACTIVITY/LOG FLOW:

SAFETY AND POINTS OF CONTACT:

ODF NOTIFICATION AND REQUIREMENTS:

LOG TICKET BOOKS:

ENVIRONMENTAL CONCERNS AND CONSTRAINTS:

LEAVE TREES, SNAGS AND COURSE WOODY DEBRIS:

ROAD LOCATION, USE, CONDITION, CONSTRAINTS, AND CONSTRUCTION EQUIPMENT:

EQUIPMENT TO BE USED AND HOURLY RATES (ROAD CONSTRUCTION):

HARVEST SCHEDULE BY AREA:

HARVEST EQUIPMENT:

LOG DELIVERY POINTS/SCALING AND LOAD WEIGHT REQUIREMENTS:

LOG BRANDING:

ACCESS/ ROAD USE:

SALE BOUNDARIES, PROPERTY LINES:

SEPARATION OF SORTS:

FOREST PRACTICES RULES:

SPECIAL OPERATING INSTRUCTIONS:

REVISIONS:

City of Astoria

Purchaser/Operator