

July 5, 2022

CITY OF BAKER CITY

# INVITATION TO BID BAKER CITY PUBLIC WORKS TIMBER SALE



NO.: **2022-03** CLOSING DATE AND TIME: **July 29, 2022**  
**2:00 p.m., PDT**

DESCRIPTION: **Baker City Watershed – Timber Harvest Sale**

SELLER: **Joyce Bornstedt** PHONE: **541.524.2046** FAX: **541.524.2029**  
E-MAIL: **pwtechadmin@bakercity.gov**

PRE-BID CONFERENCE: **Yes – Field Tour July 21, 2022 – Tour will meet at Haines Store @ 10:00 a.m. – Tour will be conducted by Lane Parry Forestry Consulting**

City of Baker City is requesting written bids for timber harvest sale within the municipal watershed located approximately 11 miles northwest of Baker City, OR 97814.

**THIS IS A FORMAL PROCUREMENT. FAXED BIDS WILL NOT BE ACCEPTED.**

**SEALED bids will be received until 2:00 p.m. PDT on July 29, 2022 by the CITY OF BAKER CITY (COBC) at:**

P.O. BOX 650/1655 FIRST STREET  
BAKER CITY, OR 97814-0650

**SINGLE POINT OF CONTACT:** *There will be only one point of contact for this Invitation to Bid. The contact point is COBC, and the contact person is the Seller listed above, unless otherwise stated in Section II "Special Terms and Conditions". Any questions or issues that may arise regarding the specifications, the bid process, and/or the award process shall be directed to the Seller listed above. COBC's official response to any questions or requests will be through direct letters or the addendum process.*

**BIDDER'S NOTE:** *The following is a proposed estimated price range for bonding \$65,000 - \$95,000  
Estimated volume of 383 MBF of merchantable timber per MBF recovery basis from 79 acres.*

**FOR MORE INFORMATION,** please refer to Section I "Instructions to BIDDERS".

**DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:** *BIDDERS are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.*

**BIDDERS shall submit the First-Tier Subcontractor Disclosure form within two (2) working hours of Closing in a sealed envelope separate from the bid submission and clearly marked with the Bid Number and the Project Name.**

**For more information about these requirements, See Part II, paragraph 13 of the CITY OF BAKER CITY STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS.**

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## SECTION I. INSTRUCTIONS TO BIDDERS:

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules and the Administrative Rules of the Department of Administrative Services. Any additional Instructions to BIDDERS contained within the *City of Baker City Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this Section by this reference.

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### 1. BIDDERS NOTE:

(A) It is the responsibility of all proposed BIDDERS to obtain bid document(s) and any addendum(s) issued. COBC shall not be responsible for failure of BIDDERS to obtain any issued addendum(s).

(B) BIDDERS who obtain bid documents from Plan Centers will not be shown on COBC's Plan Holders List. COBC shall not be responsible for BIDDERS not shown on the Plan Holders List.

(C) Bids may be rejected for failure to follow instructions contained in the bid documents or any issued addendum(s).

### 2. BID DOCUMENTS:

(A) BIDDERS shall be responsible for obtaining all bid documents, including all attachments and/or addenda to the bid document. Unless otherwise noted, bid documents are available at the Baker City Department of Public Works, Baker City Hall, Baker City Oregon.

(B) BIDDERS may also request copies of bid documents by e-mail, telephone or fax:

E-mail [pwtechadmin@bakercity.gov](mailto:pwtechadmin@bakercity.gov)  
Phone (541) 524-2046  
Fax (541) 524-2029  
Web [www.bakercity.com](http://www.bakercity.com) (please e-mail for inclusion on plan holders list)

3. PROTEST OF SPECIFICATIONS OR CONTRACT TERMS: A BIDDER who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to COBC. To be considered, protests shall be received at least five (5) calendar days before the closing date.

The right to protest bid specifications and/or contract terms is provided in OAR 137-049-0260, as a provision for "checks and balances" on the Instructions to BIDDERS (ITB). COBC shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Envelopes containing bid protests shall be marked as follows:

**BID SPECIFICATION PROTEST  
BID # 2022-03, Baker City Watershed – Timber Harvest Sale**

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

4. BID SUBMISSION: Sealed bids, containing a minimum of one (1) original signed bid response including any addenda which require signature, shall be received and date and time-stamped by COBC prior to closing. No bid received after the closing date and time shall be considered. To ensure that your bid receives priority treatment within our mailing system, your bid should be labeled with the following information:

**BID # 2022-03, Baker City Watershed – Timber Harvest Sale**

**CITY OF BAKER CITY  
P.O. BOX 650/1655 FIRST STREET  
BAKER CITY, OR 97814**

COBC is not responsible for the proper identification and handling of any bid not submitted in a timely manner.

5. SIGNATURE ON BID: Bids shall be signed, in ink, by an authorized representative of the BIDDER. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a bid also certifies that the BIDDER has read, fully understands and agrees with all bid specifications, terms and conditions. No consideration will be given to any claim resulting from submission of bid without fully comprehending all requirements of the Invitation to Bid.

BIDDERS shall only enter information within the bid document where it is requested or required. BIDDERS shall not make any alterations to the Original Solicitation Document. Any bid that has been altered may be rejected.

6. BID WITHDRAWALS: No BIDDER may withdraw a bid after the hour set for closing unless award is delayed for a period exceeding thirty (30) days.

7. **BID OPENING:** Bids received in response to this Invitation to Bid shall be publicly opened on **July 27, 2022, at 2:00 p.m., at COBC, City Hall, 1655 First Street, Baker City, Oregon 97814-0650** (unless otherwise specified). BIDDERS who attend the opening shall be informed only of the names of BIDDERS submitting bids and the total bid price. No other information shall be available at that time. Award decisions will NOT be made at the opening.

8. **INVESTIGATION OF REFERENCES:** COBC reserves the right to investigate the references and the past performance of any BIDDER with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COBC may postpone the award or execution of the contract after the announcement of the apparent successful BIDDER in order to complete its investigation. COBC reserves the right to reject any bid or to reject all bids at any time prior to COBC's execution of contract, upon good cause and upon COBC finding that it is in the public interest.

9. **INTENT TO AWARD NOTICE:** Pursuant to OAR 137-049-0395, COBC reserves the right to announce the Intent to Award prior to the formal contract award by sending a Tabulation Sheet to all BIDDERS via fax, mail, or electronic transmission. This shall serve as a notice to all BIDDERS of COBC's intent to make the award to the Highest responsible and responsive BIDDER(s). BIDDERS shall have five (5) business days within which they can view the bid file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, COBC shall proceed with the formal award of the contract(s). If it is determined by COBC that there are no BIDDERS that could be grieved by the award of this solicitation, COBC reserves the right to waive or shorten the protest period and to proceed with award.

10. **PROTEST OF AWARD:** BIDDERS shall have seven (7) business days, after COBC announces their intent to award, within which to file a written protest. OAR 137-049-0450 provides that the protest must specify the grounds upon which the protest is based. COBC will not accept protests submitted more than five (5) business days after the intent to award notice. After expiration of the seven (7) day period and resolution of all protests, COBC will proceed with final award.

11. **PRIOR ACCEPTANCE OF DEFECTIVE BIDS:** Due to limited resources, COBC generally will not completely review or analyze any bid which on its face fails to comply with the requirements of the bid documents or which clearly is not the best bid, nor will COBC generally investigate the references or qualifications of those who submit such bids. Therefore, neither the release of a BIDDER's bond, the return of a bid, nor acknowledgment that the selection is complete shall operate as a representation by COBC that a bid was complete, sufficient, or lawful in any respect.

12. **COMMENCEMENT OF WORK:** Contractor shall commence no work under this contract until all certificates of insurance, as required in Section III, have been provided and a Notice to Proceed has been issued by COBC.

**PROJECT WORK SCHEDULE** It is agreed that Contractor will commence work on the **Baker City Watershed – Timber Harvest Sale and complete the timber harvest** before March 15, 2024.

## SECTION II. SPECIAL TERMS AND CONDITIONS

**Any additional terms and conditions contained within the *City of Baker City Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this section by this reference. It is the responsibility of the BIDDER to be familiar with all terms and conditions contained within both documents.**

1. DEFINITIONS: "COBC" means the City of Baker City.
2. CONSULTANT: "Consultant" means City appointed consultant, Lane Parry Forestry Consulting, acting either directly or through authorized representatives.
3. HEADINGS: The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.
4. BIDDER CERTIFICATIONS: (A) BIDDER certifies that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition.  
  
(B) BIDDER certifies compliance with State of Oregon statutory requirements governing registration of corporations and/or assumed business names.
5. DISCLOSURE OF CONFLICT OF INTEREST: All BIDDERS shall disclose, on the Invitation to Bid, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.
6. PREVAILING WAGE: N/A
7. INSURANCE/BONDING REQUIREMENTS: The apparent high BIDDER shall provide all required proof of insurance and bonding (if required) to COBC, within ten (10) calendar days of notification of Intent to Award. Failure to present the required documents within ten (10) calendar days may be grounds for rejection.
8. PERFORMANCE/PAYMENT BOND: The successful BIDDER will be required to furnish a performance bond (COBC issued Performance/Payment Bond Form) in the total amount (100%) of the awarded contract price, executed in favor of the City of Baker City, to insure faithful performance as specified in the contract awarded.  
  
COBC issued performance bond form includes payment of wage to all workers and payment to suppliers and sub-contractors. This is the performance/payment bond form approved for this project.
9. METHOD OF AWARD: Award shall be made to the highest responsive and responsible BIDDER for the total of the items selected for award. COBC reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City.
10. CONTRACT PROVISIONS BINDING: The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and COBC.
11. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of COBC.
12. RESPONSIBILITY FOR DAMAGES / HOLD HARMLESS: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless COBC against any claims arising from said damage, injury, loss or expense.
13. HAZARD COMMUNICATION: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:
  - (A) Identity of the hazardous chemical(s).
  - (B) Appropriate hazard warning; and name and address of the chemical manufacturer, importer or other responsible party.Upon request, Contractor shall provide a Material Safety Data Sheet, as required by CHAPTER 437-002-360 (35), 29 CFR 1910.1200, for any item included in this contract which contains hazardous chemicals.
- BIDDERS should address questions about the Administrative Rules referenced in this section to the Department of Consumer and Business Services, Oregon Occupational Health & Safety Administration Section, Labor and Industries Building, Salem, Oregon 97310, (800) 922-2689, FAX: (503) 947-7463.
14. CONTACT PERSON: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to COBC the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long-distance calls, COBC reserves the right to call collect.
15. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16. AWARD TO FOREIGN CONTRACTOR: If the amount of this contract exceeds \$10,000 and if 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 Corporation Division all information required by those agencies relative to this contract. COBC shall withhold final payment under this contract until Contractor has met this requirement.
17. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION: This contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "the claim") between City of Baker City and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Baker County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
18. SECURITY OF DOCUMENTS AND PROPERTY: All COBC property, materials and documents and all personal property of COBC employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees, except as directed by COBC. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of COBC property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against COBC because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.
19. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.
20. CONTRACT TIME TO COMPLETE WORK: The time for completion of the work is an essential condition of this Bid, and the timber harvest shall be completed no later than the completion date listed in this bid document. It shall be understood and agreed, by and between the Contractor and COBC, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the work. The Contractor will proceed with the work at such rate of progress to ensure that the work is completed within the contract time.
21. DANGER SIGNALS, SAFETY DEVICES: The Contractor shall take all necessary precautions to guard against damages to property and injury to persons. In case the Contractor fails or neglects to take such precautions, COBC may take the necessary safety enhancements and charge the cost of this work to the Contractor. Such action by COBC does not relieve the Contractor of any liability incurred under these specification or contract.
22. KEEPING THE CONSULTANT INFORMED: The Contractor shall at all times keep the Consultant informed of his/her work plans as the job progresses. Failure of compliance will be cause for the Consultant to stop construction until a work schedule has been submitted.
23. INSPECTION: Inspection of work shall be conducted by the appointed Consultant, and/or COBC.
24. INDEMNITY: The Contractor shall indemnify and save harmless COBC from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against COBC by reason of any act or omission of the Contractor, his/her agents, or employees, in the execution of the work or in guarding the same.
25. CLEANING UP: The Contractor shall, as directed by the Consultant, remove from COBC's property and from all Public and Private property at his/her own expense, all temporary structures, rubbish and waste materials resulting from his/her operations.
26. PERFORMANCE: If the performance by either of the parties of their respective obligations under this agreement is delayed or prevented, in whole or in part, by God, fire, floods, storms, accidents, war, civil disorders, strikes, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, released of performance to the extent such performance or obligation is so limited or prevented by such event without liability of any kind.

### SECTION III. INSURANCE REQUIREMENTS

The following are the minimum insurance requirements for this contract. These requirements supersede those contained in the *City of Baker City Standard Conditions for Public Improvement Contracts*.

The apparent high BIDDER shall provide all required proof of insurance and bonding (if required) to COBC within ten (10) calendar days of notification of Intent to Award. Failure to present the required documents within ten (10) calendar days may be grounds for bid rejection.

1. COMPREHENSIVE/COMMERCIAL GENERAL LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Comprehensive/Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to COBC. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.
2. AUTOMOBILE LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned or hired vehicles. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.
3. WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
4. ADDITIONAL INSURED: The insurance coverages, except Workers' Compensation, required for performance of the Contract shall include the City of Baker City, and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
5. CERTIFICATE(S) OF INSURANCE: As evidence of the Insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to COBC, prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from Insurance Companies acceptable to COBC. The Contractor shall pay for all Deductibles, Self-Insured Retention and/or Self-Insurance included hereunder.
6. NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to COBC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COBC.
7. "TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide if such is less than 24 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

## SECTION IV. BID FORM

Quantities in the following bid have been stated with as much accuracy as possible. COBC reserves the right to adjust the quantities +/- 25% at the bid price. The BIDDER proposes to furnish all material, equipment and labor, and perform all work for the City project designated as **BID # 2022-03 - Baker City Watershed – Timber Harvest Sale** in strict accordance with the plans and specifications attached, on the basis of the bid price per MBF for log sales.

### Bid

Bid Species:

Minimum grades and volumes for Bid species are stated in the timber sale contract documents.

SPECIES	UNIT	MINIMUM BID	PRICE PER UNIT
Ponderosa Pine, Douglas Fir & Other Conifer	MBF	\$180/MBF NET	\$
Pulp	TON	No-Bid	\$1/ton

Note: Refer to "Section XV - Scope of Work" for a detailed description of the extent of work to be performed by the Contractor on this project.

THIS OFFER MUST BE SIGNED, IN INK, BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the BIDDER that:

- (1) He/she is a duly authorized representative of the BIDDER, has been authorized by BIDDER to make all representations, attestations, and certifications contained in the bid document and all addenda, if any issued, and to execute this bid document on behalf of BIDDER;
- (2) BIDDER, acting by its authorized representatives, has read and understands all bid instructions, specifications, and terms and conditions contained in this bid document (including all listed attachments and addenda, if any issued);
- (3) BIDDER certifies that this bid had been arrived at independently and has been submitted without collusion designed to limit independent submission or competition;
- (4) BIDDER is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid document (including all listed attachments and addenda, if any issued);
- (5) BIDDER will furnish the designated item(s) and/or service(s) in accordance with the bid specifications and requirements and will comply in all respects with the terms of the resulting contract upon award;
- (6) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans:

Addenda No \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

\_\_\_\_\_  
BIDDER (COMPANY) Name

\_\_\_\_\_  
FEIN ID# or SSN (REQUIRED)

\_\_\_\_\_  
BIDDER Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Contact Person Email

**SECTION V. BOND FORMS**

**PERFORMANCE BOND FORM  
CITY OF BAKER CITY**

**STANDARD PUBLIC CONTRACT  
PERFORMANCE BOND**

Bond No. \_\_\_\_\_

Solicitation 2022-03

Project Name Baker City Watershed – Timber Harvest Sale

\_\_\_\_\_ (Surety) Bond Amount: \$ \_\_\_\_\_

\_\_\_\_\_ (Surety) Bond Amount: \$ \_\_\_\_\_

Total Penal Sum of Bond: \$ \_\_\_\_\_

We, \_\_\_\_\_ 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 the City of Baker City, Oregon the sum of (Total Penal Sum of Bond) \_\_\_\_\_, (Provided, we the Sureties 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 the City of Baker City, the specification, terms and conditions of which are contained in the above-referenced Solicitation;

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, (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, and shall indemnify and save harmless the City of Baker City, and members thereof, its 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 his Subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; other to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Baker City be obligated for the payment of any premiums.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Surety By: \_\_\_\_\_  
(Attorney in Fact)

Address

Telephone Number

\_\_\_\_\_ Principal



## SECTION VI.

### CONTRACT

#### 2022-03 - Baker City Watershed – Timber Harvest Sale

#### TIMBER HARVEST AGREEMENT

The following is an agreement between: Baker City; Referred to as Timber Owner, and,  
\_\_\_\_\_ ; Referred to as Contractor.

Property Description: T8S R38E SE1/4 NW1/4 & N1/2 SW1/4 Sec. 36

Job Name: Baker City: Goodrich TS

The Owner has retained Lane Parry Forestry Consulting, Inc. as Representative for the owner in all matters pertaining to the forest management of the above stated property. Operator will comply with management recommendations made by Representative.

#### OPERATIONS:

1. Contractor will commence operations within 60 days of notification by Representative and will be completed by: 3/15/2024 if ground conditions do not allow for proper clean-up work during the period of this agreement, contractor will conduct work within 4 weeks of when conditions allow.
2. Logging will be conducted in a professional manner that protects all the resources on the property and complies with all Oregon Dept. of Forestry Regulations.
3. Contractor will harvest all merchantable timber designated by:  
**Cut Trees are marked with Blue paint**
4. Property lines are flagged in red and unit boundaries are flagged in blue.
5. **Non-designated trees cut** or damaged will be replaced by one of equal or better quality and value or paid for by the contractor at a rate of \$300/mbf
6. **All merchantable logs not delivered** to the designated destination will be paid for by the contractor at a rate of \$300/mbf. Minimum merchantable log will contain a minimum of 20 board feet and contain 50% merchantable volume and meet minimum specifications of designated mill.
7. Any penalties for miss-manufactured logs will be the contractor's responsibility.
8. Contractor will conduct operations in a manner that minimizes soil erosion and compaction. All skid trails and roads will be water barred or have adequate drainage in a manner that will

prevent soil erosion and maintain the quality of the roads and nearby streams. Erosion Control will be complete within 5 days of completion of log removal from each landing and road system.

9. All landing slash will be piled in a manner to facilitate burning. Slash will be piled away from reserve trees; to protect trees during slash burning, piles will be **free of dirt** and other non-burnable material. Slash will be piled within 5 days of completion of log removal from the landing. Tops and non-merchantable logs will be decked for use as firewood.
10. Contractor will provide adequate fire equipment in good working condition, as required by the Representative and the Forest Practices Forester during fire season.
11. Stump heights will be less than 12" or 1/3 the stump diameter, whichever is greater. Stump heights will be measured from the uphill side. Contractor will be charged \$5.00 for each high stump.
12. Any fences damaged during operations will be repaired within the same day.

PERFORMANCE:

- 1) The contractor is duly capable to perform all logging activities and is an independent contractor. At all times the contractor shall exercise his own independent judgment consistent with acceptable standards in the timber industry and consultation with Lane Parry Forestry Consulting, Inc. The use of Sub-contractors will only be allowed with permission of Consultant and sub-contractors will meet all requirements of this agreement.
- 2) Contractor shall comply with all federal, state, and local laws, ordinances and agreements applicable to the work under this agreement.
- 3) Contractor will not be compensated for work performed under this agreement or by the sale of any product from the property without the knowledge of the Representative.
- 4) If the performance by either of the parties of their respective obligations under this agreement is delayed or prevented, in whole or in part, by God, fire, floods, storms, accidents, war, civil disorders, strikes, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, released of performance to the extent such performance or obligation is so limited or prevented by such event without liability of any kind.
- 5) Governing law: This agreement shall be governed according to the laws of Oregon
- 6) This agreement may only be amended by a written instrument executed by all parties.

INSURANCE: Contractor will maintain during the duration of this agreement.

1. General Liability, with combined single limit, or the equivalent, of \$2,000,000.00 each occurrence for bodily injury and property damage.
2. Automobile Liability, contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial

General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00, with a combined single limit of not less than the Oregon Financial Responsibility Law (ORS 806.060), each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles by obtaining the insurance coverage available from the company renting (providing) the vehicle necessary.

3. Workers Compensation, as required by ORS 656 (unless Contractor provides a written certification that Contractor is the “authorized representative and sole employee for (name of business), and therefore not subject to the requirements of ORS 656, which requires subject employees to provide Oregon workers compensation coverage for all their subject workers.
4. Contractor shall provide a **Certificate of Insurance** showing the Landowner as additionally insured for activities performed under this agreement. The certificate shall provide for 30 day written notice to the landowner in the event of cancellation, non-renewal or material change in coverage. Contractor will carry worker’s compensation insurance on all employees.

**PAYMENT**

Payment will be made to COBC for logs delivered to the mills within 15 days of delivery.

<u>Species</u>	<u>Destination</u>	<u>Payment (Net MBF)</u>
Ponderosa Pine, Douglas Fir & other		\$ _____
 Pulp:		 \$1.00/TON

**ADDITIONAL PROVISIONS:**

- Maintenance of haul road and construction of spur roads are included in logging price.
- Spur roads will be constructed in order to facilitate efficient logging.

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

## SECTION VII.

### Scope of Work:

A. Work performed under this contract will consist of harvesting an estimated volume of 383 mbf decimal C east side scale. A 10% Strip cruise was conducted to determine harvest volumes; timber cruise summary is attached. Cutting area is approximately 79 acres in 3 units.

- P.Pine = 249 mbf with an average DBH of 14.8" and 165 bf/tree.
- D-Fir = 134 mbf with an average DBH of 15.8" and 235 bf/tree.
- Pulp = 700 tons

The General location is 11 Miles North-West of Baker City, off of Goodrich Creek Lane. Legal: T8S R38E SE1/4 NW1/4 & N1/2 SW1/4 Section 36 WM.

### Operations:

- A. Contractor will commence operations with 30 days of notification by Representative and will be completed by March 15, 2024. If ground conditions do not allow for proper clean-up work during the period of this agreement, Contractor will conduct work within 4 weeks of when conditions allow.
- B. Logging will be conducted in a professional manner that protects all the resources on the property, and complies with all Oregon Dept. of Forestry Regulations.
- C. Contractor will harvest all merchantable timber designated by blue paint markings.
- D. Property lines are flagged in red and unit boundaries are flagged in blue.
- E. Non-designated trees cut or damaged will be replaced by one of equal or better quality and value or paid for by the contractor at a rate equal to the bid price/mbf.
- F. All merchantable logs not delivered to the designated destination will be paid for by the contractor at a rate equal to the bid price/mbf. Merchantable logs will contain a minimum of 20 board feet and contain 50% merchantable volume and meet minimum specifications of designated mill.
- G. Any penalties for mis-manufactured logs will be the contractor's responsibility.
- H. Contractor will conduct operations in a manner that minimizes soil erosion and compaction. All skid trails and roads will be water barred or have adequate drainage in a manner that will prevent soil erosion and maintain the quality of the roads and nearby streams. Erosion Control will be complete within 5 days of completion of log removal from each landing and road system.
- I. All landing slash will be piled in a manner to facilitate burning. Slash will be piled away from reserve trees to protect trees during slash burning, piles will be free of dirt and other non-burnable material. Slash will be piled within 5 days of completion of log removal from the landing. Tops and non-merchantable logs will be decked for use as firewood.
- J. Contractor will provide adequate fire equipment in good working condition, as required by the Representative and the Forest Practices Forester during fire season.
- K. Stump heights will be less than 12" or 1/3 the stump diameter, whichever is greater. Stump heights will be measured from the uphill side. Contractor will be charged \$5.00 for each high stump.
- L. Any fences damaged during operations will be repaired within the same day.

- M. Spur roads will be constructed in order to facilitate efficient logging. Maintenance of haul road and construction of spur roads are included in logging price.

**PERFORMANCE:**

- A. Contractor shall be duly capable to perform all logging activities, and operates as an independent Contractor. Contractor shall, at all times, exercise his own independent judgment consistent with acceptable standards of the timber industry and consultation with appointed Consultant. The use of Sub-contractors will only be allowed with permission of the Consultant, and sub-contractors will meet all requirements of this agreement.
- B. Contractor will not be compensated for work performed under this agreement or by the sale of any product from the property without the knowledge of the Consultant.

**PAYMENT:**

- A. Payment will be made within 15 days of harvest delivery to the mill(s).