



Contract Review Sheet

PW-4850-22

Memorandum of Understanding #: PW-4850-22 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works

Phone #: 503-566-4139 Date Sent: Wednesday, June 15, 2022

Title: Purchase Agreement for Recovered Timber at Minto Park

Contractor's Name: Alpenglow Forestry Consulting, LLC

Term - Date From: Execution Expires: Completion of timber removal

Contract Total: \$ 201,954.20 Amendment: \$ - New Total: \$ 201,954.20

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Formal Bid CMS # 1134

Description of Services or Grant Award

Purchase agreement for the sale of recovered timber in Minto Park.

Desired BOC Session Date: 7/6/2022 BOC Planning Date: 6/23/2022

Files submitted in CMS: 6/15/2022 Printed packet & copies due in Finance: 6/21/2022

BOC Session Presenter(s) Thomas Kissinger

FOR FINANCE USE

Date Finance Received: 6/15/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444...
6/16/2022
Date

Finance - Contracts

DocuSigned by:
Chalyce MacDonald
2A951B5756514CF...
6/24/2022
Date

Contract Specialist

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
6/17/2022
Date

Legal Counsel

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
6/23/2022
Date

Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 6, 2022

Department: Public Works Agenda Planning Date: June 23, 2022 Time required: 5 min

Audio/Visual aids: N/A

Contact: Thomas Kissinger Phone: 503-566-4158

Department Head Signature: Brian Nicholas (DocuSigned by: 9793BA7ACD6D443...)

Table with 2 columns: Label (TITLE, Issue, Description & Background, Financial Impacts, Impacts to Department & External Agencies, Options for Consideration, Recommendation, List of attachments, Presenter) and Content (Consider approval of a Purchase agreement for recovered timber in Minto Park., This agreement allows Alpenglow Forestry Consulting to purchase and remove recovered timber from wildfire-damaged trees from Minto Park., \$201,954.20 will be incoming funds to the County., Above amount will be paid to the Environmental Services department., 1) Approve purchase agreement with Alpenglow Forestry. 2) Withhold approval for purchase agreement., Public Works recommends approval of the purchase agreement with Alpenglow Forestry., Review Sheet, Purchase Agreement, Signed Award Transmittal, Thomas Kissinger)

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Chalyce MacDonald, cmacdonald@co.marion.or.us

**MARION COUNTY PURCHASE AGREEMENT
SALE OF RECOVERED TIMBER
PW-4850-22**

THIS PURCHASE AGREEMENT is entered into by and between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Alpenglow Forestry Consulting, LLC., hereinafter called Purchaser.

Purchaser agrees to purchase and pay the County as outlined in the attached Exhibit A, Request for Offers for Purchase of Recovered Timber, which is attached to and made a part of this agreement. The Purchaser agrees to pay to the County \$476.00 per 1,000 Board Feet (MBF) of Sawlog quality timber and \$1.00 per Ton of Pulp quality timber.

1. Payment to County will be made upon receipt of invoice in accordance with the current Marion County fiscal policies and procedures. A lump sum Invoices shall be sent to Purchaser following receipt of all destination Log Scaling Bureau reports specifying log quality and quantity and upon verification from County that all decked timber has been removed from the site. Payment to County is due within 30 days of receipt of the invoice.
2. Purchaser will coordinate with the County on the pick-up, loading, and hauling of recovered timber from the Park as outlined in Exhibit A.
3. The Purchaser shall carry automobile liability insurance of not less than a \$500,000 per occurrence limit for any single claimant and not less than \$1,000,000 per occurrence limit for multiple claimants, including coverage for owned, hired or non-owned vehicles, as applicable. Purchaser's automobile liability insurance shall be evidenced by a certificate of insurance by an insurance company licensed to do business in the State of Oregon and provided to the County prior to the transport of purchased timber.
4. The County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.
5. This agreement may be terminated with or without cause with 30 day's written notice by either party and delivered by certified mail.

SIGNATURE PAGE
SALE OF RECOVERED TIMBER
PW-4850-22

**MARION COUNTY SIGNATURES:
BOARD OF COMMISSIONERS**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by:
9793BA7ACD6D443... _____ Date 6/16/2022

Department Director or designee _____ Date _____

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... _____ Date 6/23/2022

Chief Administrative Officer _____ Date _____

Reviewed by Signature:  DocuSigned by:
D0CFC5B04B9F483... _____ Date 6/17/2022

Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  DocuSigned by:
C5B2F3DF257F444... _____ Date 6/16/2022

Marion County Contracts & Procurement _____ Date _____

ALPENGLOW FORESTRY CONSULTING SIGNATURE:

Authorized Signature: _____

_____ Date

Title: _____

EXHIBIT A TO CONTRACT PW-4850-22

**MARION COUNTY PUBLIC WORKS
REQUEST FOR OFFERS
FOR PURCHASE OF RECOVERED TIMBER
PW1134-22**

1. General Information

Marion County Public Works (County) manages Minto County Park, located at 33200 N. Santiam Hwy SE, Gates OR 97346 (Park). In September 2020 the Beachie Creek Wildfire burned through the area and rendered the Park's trees hazardous. These hazard trees have now been cut, stacked, and decked on site.

The County is soliciting offers for a third-party firm (Offeror) to purchase, load, and haul all decked timber off-site. Successful proposer will be required to remove all timber from the property within three months of full execution of the sale agreement.

Potential Offerors may visit the sites to inspect logs at any time. However, Offerors must email the point of contact listed herein to schedule a time for self-guided inspections due to current park closures. County staff will provide a method to access the park for self-guided inspections.

Further detailed analysis of timber is available in Exhibit B – Salvage Timber Assessment (Minto).

2. Submission of Offers

All timber will be awarded to the highest Offeror. The successful Offeror shall purchase and remove the entire volume of timber at a price per unit based on quality; by 1,000 Board Feet (MBF) of Sawlog or by Ton of Pulp. Sawlog is expected to comprise approximately 90% of the decked timber and pulp is expected to comprise the remaining 10%. Bid price will include the loading and hauling of all purchased timber. Final amount due to county will be determined by bid price and destination Log Scaling Bureau reports. Offerors must remove all decked timber from the site, regardless of quality category.

Timber quality categories are defined as follows:

A. Sawlog:

All timber of a quality better than or equal to 'sawlog', as reported by destination scaler.

B. Pulp:

All timber of a quality less than 'sawlog', as reported by destination scaler.

All offers received by mail or delivery service must be plainly marked "Offer for Recovered Timber Sale" and include the Offeror's name and address on the front of the envelope. Offers will be received until 1:00 PM on June 10, 2022. Offers shall be submitted via email, mail, or deliver to:

Marion County Public Works
ATTN: Chalyce MacDonald
5155 Silverton Rd. NE
Salem, OR 97305
PO_Contracts@co.marion.or.us

Offers delivered by hand or delivery service shall be delivered to the same address during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Offers must be received prior to the deadline in order to be considered for award. County reserves the right to reject all offers at its sole discretion.

3. Requirements

The Offeror shall be responsible for inspection of the site and for informing themselves of the conditions relating to the site. Adjustments to the price specified in the offer shall not be allowed. The successful Offeror(s) shall assume full responsibility for any damage to the site resulting from their actions.

The successful Offeror(s) must complete a purchase agreement with Marion County, and must provide all loading and hauling from the site. Following approval of the purchase agreement, the successful Offeror shall begin and complete loading and hauling of the timber within the agreed upon period outlined in the purchase agreement. All loading and hauling of timber must be complete prior to the expiration of the purchase agreement term. Sample Agreement is attached hereto as Exhibit A.

The successful Offeror shall carry automobile liability insurance of not less than a \$500,000 per occurrence limit for any single claimant and not less than \$1,000,000 per occurrence limit for multiple claimants, including coverage for owned, hired or non-owned vehicles, as applicable. Purchaser's automobile liability insurance shall be evidenced by a certificate of insurance by an insurance company licensed to do business in the State of Oregon and provided to the County prior to the transport of purchased timber.

QUESTIONS AND PRE-OFFER INQUIRIES MAY BE ADDRESSED TO:

Chalyce MacDonald, Management Analyst
Marion County Public Works
(503) 566-4139

Mailing and Delivery Address:

**5155 Silverton Rd. NE
Salem, OR 97305
EMAIL: CMacDonald@co.marion.or.us**

**MARION COUNTY PUBLIC WORKS
OFFER FORM
FOR
RECOVERED TIMBER SALE**

Quality Category	Price / MBF or Ton	Est. Total MBF / Tons	TOTAL COST
Sawlog (MBF)	\$ 476.00	423.7 MBF	\$ 201,681.20
Pulp (Tons)	\$ 1.00	273 Tons	\$ 273.00
Estimated Total:		423.7 MBF/273 Tons	\$ 201,954.20

OFFERS ARE DUE June 10, 2022 no later than 1:00 p.m.

PLEASE EMAIL, MAIL, OR HAND DELIVER OFFER FORMS TO:

Marion County Public Works
Attn: Chalyce MacDonald
5155 Silverton Rd. NE
Salem, OR 97305
PO_Contracts@co.marion.or.us

Business Name: Alpenglow Forestry Consulting, LLC

Name of Person Completing Form: Jared Simmons

Address: PO Box 398

City, State, ZIP: Lowell, OR, 97452

Phone: 541-525-3582

Email: simmonsridge@hotmail.com

Signature:  Date: June 8, 2022

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PW1134-22

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1. Payment to County will be made upon receipt of invoice in accordance with the current Marion County fiscal policies and procedures. A lump sum Invoices shall be sent to Purchaser following receipt of all destination Log Scaling Bureau reports specifying log quality and quantity and upon verification from County that all decked timber has been removed from the site. Payment to County is due within 30 days of receipt of the invoice.
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4. The County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.
5. This agreement may be terminated with or without cause with 30 day's written notice by either party and delivered by certified mail.