



## CLARK COUNTY CORRESPONDENCE

### **ADDENDUM #1 – ISSUED TUESDAY, AUGUST 13, 2019**

#### **Bid #2698 – CAMP BONNEVILLE HARVEST and HAULING 2019 FOREST HEALTH THINNING FPA #2933053**

Bidders shall acknowledge receipt of the Addenda by checking the appropriate box where indicated on the Bid Tabulation Form.

Failure to do so, shall render the bid non-responsive and therefore be rejected

THE FOLLOWING CHANGES, ADDITIONS, AND DELETIONS TO THE CONTRACT  
HEREBY BECOME A PART OF THE CONTRACT DOCUMENTS.

- Twenty Six (26) Pages of changes to Contract and Map to include:
  - Updated Contract Dates
  - Additional three (3) Acres added to Unit 6
  - Updated Map

**Priscilla Ricci, C.P.P.B.  
Senior Buyer**



**CLARK COUNTY  
FOREST STEWARDSHIP PROGRAM  
2019 FOREST HEALTH THINNING  
LOGGING CONTRACT**



This agreement is entered into by and between Clark County Public Works (the "County"), an agency of the state of Washington, and

Company Name	
Representative	
Address	
Phone	

(the "Contractor").

Clark County Public Works agrees to purchase and the Contractor agrees to provide timber harvesting and transport services as specified under the terms of this Contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

County	
Signature:	
Printed Name:	
Title	
Contractor	
Signature:	
Printed Name:	
Title:	



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**1. Recitals**

- a. **Timber Property.** County owns, and has full, unencumbered rights to sell, timber on the property described on the attached Exhibit A (the "Property").
- b. **Selective Harvest.** County desires to harvest portions of the timber on the Property in order to encourage future timber growth and promote healthy growing conditions.
- c. **Contractor's Qualifications.** Contractor recognizes that great care will be required in the selective felling and removal of the timber to be harvested in order to preserve and protect residual trees, sensitive forest habitat and cultural resources. Contractor has represented that it has the necessary staffing, equipment, experience and training to conduct the selective harvest in the manner described in this Contract.
- d. **Designation of Forester.** County will either administer this Contract with its own staff forester, or will retain the services of a private, professional consulting forester ("Forester") as its duly authorized representative.

**2. Agreements**

In consideration of the foregoing recitals and mutual covenants set forth in this Contract and the various exhibits attached hereto, the parties agree as follows:

- a. **Hiring of Contractor.** County hereby hires Contractor, as an independent contractor, to conduct logging operations on the Property in accordance with the Selective Harvest Plan attached as Exhibit B and all of the other terms and conditions of this Contract.
- b. **Contractor's Responsibilities, Compensation.** Contractor agrees to conduct the logging operations described in Selective Harvest Plan (Exhibit B) in accordance with the attached exhibits pertaining to Logging Operations Requirements (Exhibit C), Preservation Responsibilities (Exhibit D), Commercial Terms (Exhibit E), and all of the other terms and conditions of this Contract, including the Legal Terms (Exhibit F). Contractor's compensation as an independent contractor will be as determined under Exhibit E.
- c. **Period of Contract**
  - i. Contractor will not begin logging operations until insurance certificates and bond have been delivered to and approved by Forester as required under Exhibit E and the Contract has been successfully executed by all parties.
  - ii. Contractor shall remove all marked timber from the area within the harvest boundaries shown on Exhibit A, complete disposal of slash, refuse and debris, and fully perform all other terms and requirements of this Contract prior to 5:00 p.m. on December 31<sup>ST</sup>, 2019.
- d. **Contract Termination, Suspension, Adjustment or Extension**
  - i. This Contract shall terminate upon the first to occur of the following (the "**Termination Date**"):
    1. 5:00 p.m. on December 31<sup>ST</sup>, 2019; or
    2. Completion of the selective harvest of timber as described in Exhibit B, and the performance or satisfaction of all other terms and conditions of this Contract, as verified by a final inspection to the satisfaction of Forester; or:



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3. Immediately upon written notice to Contractor of early termination, which may be given, after consultation with Forester, for any of the following reasons:
  - a. Contractor fails to perform logging operations in accordance with the timeline outlined in this contract;
  - b. Contractor removes, excessively damages, destroys any timber or forest products, or cultural resources located on or near the Property other than that which has been designated for removal by Forester;
  - c. Contractor breaches or fails to perform any of Contractor's covenants contained in this Contract in any material respect and, if such breach or failure is susceptible of being fully cured, Contractor fails to cure such breach or failure within five business days after receiving written notice from Forester specifying such breach or failure;
  - d. A twenty percent or greater drop shall have occurred during the term of this Contract in the market prices likely to be obtained for the timber harvested hereunder, as determined in Forester's sole judgment;
  - e. A suspension of logging operations under Section D.ii. below lasts longer than thirty days;
  - f. Any policy of insurance required to be maintained by Contractor under Exhibit E is cancelled or expires.
- ii. County may immediately suspend any further logging operations under this Contract whenever, in the opinion of Forester, any of the conditions specified in Section D.1.c above or any of the conditions for suspension specified in Exhibit C exist, or County would otherwise suffer material damage if logging operations were allowed to continue, or County is or becomes subject to legal restrictions regarding, or loses or lacks any legal rights or permissions necessary for, harvesting timber hereunder. Any suspension notice may be given by Forester to Contractor or Contractor's representative, either orally or electronically or in writing, and shall state the cause of the suspension. Contractor may request a modification of a suspension if Contractor believes that a suspension is no longer reasonably necessary to stop or prevent material damage to County. County shall consider such a request in good faith, but shall be under no obligation to agree to such a request.
- iii. Upon termination of this Contract, Contractor's right and obligation to conduct further timber harvest operations shall cease, and County's obligation to compensate Contractor shall be limited to compensation for those timber harvest operations properly performed and completed in accordance with this Contract through the Termination Date, subject to County's right of offset for any amounts owing from Contractor to County for any reason, such as due to Contractor's breach of or failure to perform this Contract or as reasonably necessary to enable County to cover the costs of completing any of Contractor's obligations that had



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not been properly performed and completed as of the Termination Date. In any event, Contractor's obligations under the following provisions of the Exhibits attached to this Contract shall survive the Termination Date: Exhibit C sections 3.g, 4.d, 6.d, 7.c, Exhibit D sections 2, 4, Exhibit E sections 8, 9, and all of Exhibit F.

- iv. The Contract term may be adjusted in writing to include additional calendar days equal to actual time lost through unforeseeable cause beyond control and without fault or negligence of the Contractor. These include, but are not restricted to, acts of County, closures by government regulatory agencies, fires, vandals, and unusually severe weather conditions. In order to adjust the term of the Contract, the Contractor shall notify County of the cause for delay, in writing, within seven (7) calendar days of the initiation of the delay. Once notified, County shall ascertain the facts and extent of the delay and notify the Contractor in writing within a reasonable time of its decision regarding Contract term adjustment.

An extension of operating authority time may be granted at the discretion of County upon written request thirty (30) days prior to the Termination Date and upon the terms and conditions as specified by County. The extension, if granted, will be contingent upon the payment by the Contractor of an extension fee in the amount of \$100.00 per calendar day of extension.

3. **Entire Agreement.** This Contract, including all of the attached Exhibits A through F, contains the entire agreement between the parties hereto, and no other agreements, representations or understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties. Contractor acknowledges having read all of the exhibits and attachments to this Contract, and is aware that they contain various provisions that shift risk or financial responsibility to Contractor, or that waive certain legal rights that Contractor might otherwise have.



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**Exhibit A**

**Property and Access**

**1. Sale Area and Location**

- a. Unit 5 (23 acres left for thinning) is approximately 78 acres located in Section 02 T02N R03E W.M. Unit 6 is approximately 36 acres located in NW $\frac{1}{4}$  of Section 02 T02N R03E W.M. Unit 9 is approximately 74 acres located in SW $\frac{1}{4}$  of Section 02 & SE $\frac{1}{4}$  of Section 03 T02N R03E W.M. Unit 10 is approximately 64 acres located in NE $\frac{1}{4}$  of Section 10 T02N R03E W.M. as shown in the attached Sale Area Map. Total sale acreage for thinning is estimated at 197 acres, more or less.

**2. Contractor Familiarity**

- a. Contractor shall not be responsible for surveying the boundaries of the Property, but shall be responsible for knowing the location of all marked harvest boundaries. Contractor shall inspect boundary flagging with Forester in order to become familiar with the harvest boundaries prior to the start of logging operations.

**3. Sale Area Boundary**

- a. County has located and marked, or otherwise designated, all sale boundaries. The Contractor has examined the boundary lines on the ground, knows where they are, and agrees to confine operations to the area within such boundaries unless authorization is given by Forester.
- b. Forester may make adjustments in the sale area boundaries or mark individual timber outside such boundaries. Such adjustments or marking will be accomplished solely by Forester. The Contractor must remove all material so designated prior to the Termination Date of the Contract or any extension hereto. All timber within such boundary adjustments or so marked shall be paid for at a value agreed upon in writing between Forester and the Contractor. Payment shall be made at the same time and in the same manner as provided for other forest products removed under the terms of this Contract.

**4. Access**

- a. County grants Contractor the right to enter within the boundaries of the Property as shown on this Exhibit A, for the purpose of fulfilling this contract. Access to the Property is from Clark County roads to landings designated by Forester. Contractor shall be responsible for obtaining, at its own cost, a haul permit for hauling on Clark County roads, if required.



# CLARK COUNTY FOREST STEWARDSHIP PROGRAM 2019 FOREST HEALTH THINNING LOGGING CONTRACT



## Sale Area Map

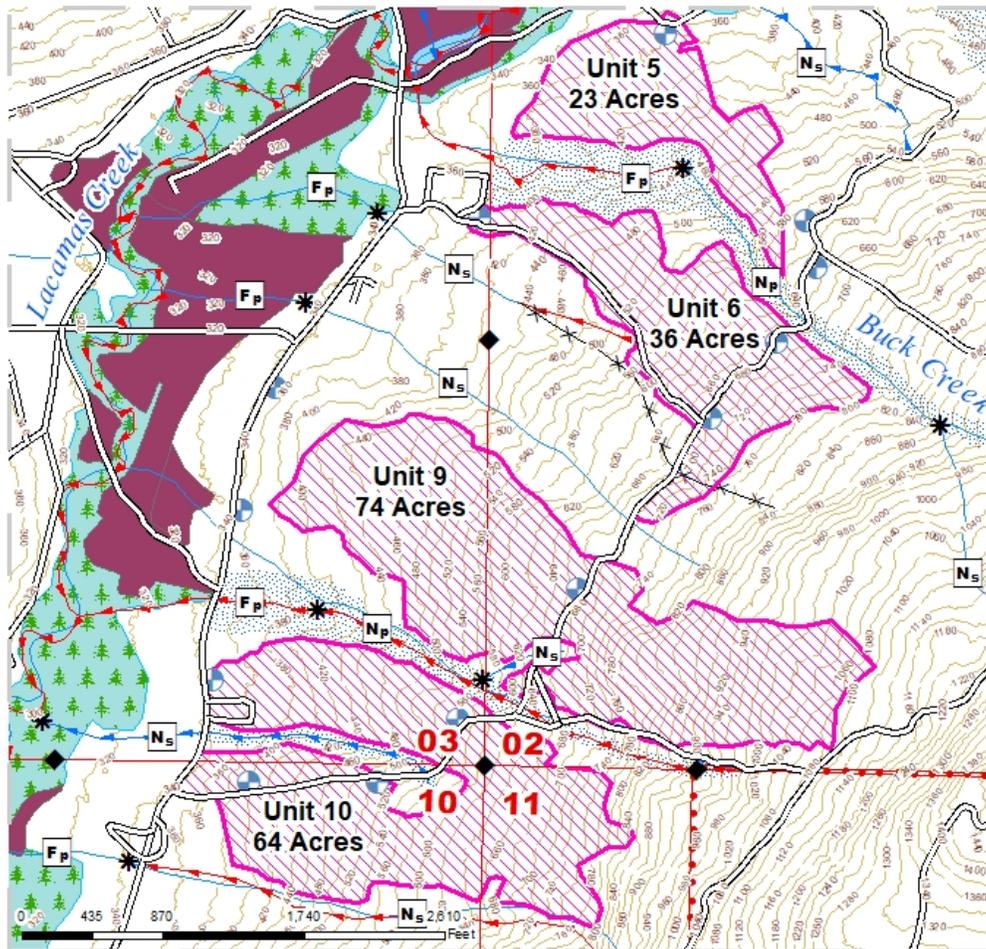


## FOREST PRACTICE ACTIVITY MAP



SALE NAME: 2019 Forest Health Thinning  
FPA #: 2933053

COUNTY: CLARK  
TOWNSHIP(S): T03R03E, T02R03E



	2019 Thinning Units		Existing Roads		DNR FP Stream		Stream Type
	Riparian Mgt Zone		Contour Lines - 10 ft		Move Stream		Stream Break
	Forested Wetland		Property Boundary		New Stream		Landing
	Unrated Wetland				Remove Stream		Monumented Survey Points

Prepared By: Hunter Decker

Creation Date: 8/13/2019





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**EXHIBIT B  
Selective Harvest Plan**

**1. Identification of Trees**

- a. Trees designated for removal are not marked.
- b. Trees designated for retention are marked with a single band of pink paint.
- c. Snags to be retained are marked with a double band of pink paint.
- d. Where leave trees are left in clumps, perimeters are banded with pink paint, and pink flagging. No cutting is to occur within leave tree areas.

**2. Felling**

- a. Felling shall be done to minimize breakage and to avoid damaging any residual timber. Within reason, trees shall be felled so that their tops do not extend outside the sale area boundary. Felling within the units shall protect regeneration trees where possible, especially western red cedar. Products, slash, and debris outside the sale area boundary shall be removed before Contract release.
- b. Merchantable trees are those trees containing at least one sawlog or pulp log meeting the requirements described in Exhibit E, Section 3.b.i. All sub-merchantable live trees not meeting pulp requirements are to be left, if possible. All sub-merchantable dead trees or snags within the sale area shall be left unless they pose a potential threat to either persons or property, or have been designated as hazardous according to Department of Labor and Industries regulations.
- c. Trees shall be cut as close to the ground as practicable. Stumps that are too high, in the opinion of County, shall be paid for as billed by County in accordance with Exhibit E 3.b Green Tree Retention
- d. All leave trees to be retained within the sale area are marked with a band of pink paint at breast height, and shall not be felled without the permission of County. Where leave trees are left in clumps, perimeters are marked with pink paint, and pink flagging. No cutting is to occur within leave tree areas.
- e. Directional felling away from plantation edges and leave tree areas is required.

**3. Harvest Guidelines**

- a. Contractor will cut and yard unmarked trees so as to provide the maximum protection possible to the marked stand.
- b. Contractor shall protect all snags, only felling where needed for safety or as directed by the Forester.
- c. Marked trees may be removed to facilitate yarding or the construction of landings if necessary, upon consultation with and express approval by Forester. Any marked trees that Contractor believes must be removed for any other reason in the course of operations must be designated and approved by Forester prior to removal. Permission to remove a marked leave tree will be indicated by the Forester painting orange slashes through the pink "leave" marks.
- d. Contractor shall observe and record all damage to tree stems, root system, or crown of any marked tree, and shall promptly notify Forester of any such damage.
- e. Contractor shall not cut or yard any logs already on the ground prior to harvest or snags felled for safety, except as directed by the Forester.
- f. Contractor shall place in the woods three (3) log piles of pulp wood per acre averaging 12 logs per pile and 20' in length.



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**4. Unauthorized Activity**

Any cutting, removal, or damage of trees or snags by Contractor inconsistent with the terms of this Contract or state law is unauthorized. Such activity may subject Contractor to liability for triple the appraised value of such trees, and could result in criminal prosecution.



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**EXHIBIT C**

**Logging Operations Requirements**

**1. Plan of Operation**

Before starting logging within the sale area, the Contractor shall submit to Forester an acceptable plan of logging operations that conforms to the Forest Practices Application described in Exhibit F, Section A. The Contractor shall arrange with Forester to examine the sale area before any cutting or construction is started and, if cable-yarding is in use, again before yarding operations are completed at each setting. Forester may require that operations begun on any setting of the sale area be completed before logging begins on other settings.

**2. Logging Methods**

- a. Contractor shall handle all phases of logging, including, among other activities, falling and bucking, yarding, loading, hauling and cleanup.
- b. Permitted logging methods include hand falling, processor and shovel, rubber-tired, or tracked skidder, and cable yarding, all of which shall be subject to Forester's approval.
- c. Contractor shall suspend all or any part of Contractor's operation as may be required by Forester when, in the opinion of Forester, weather conditions require such suspension either because of extremely hazardous fire potential or risk of excess damage to roads and rights-of-way. Operations shall be suspended during periods of wet weather or wet soil conditions when rutting occurs.

**3. Roads, Trails, Yarding Corridors and Landings**

- a. The Contractor is authorized to use existing County roads, as well as those roads that County has acquired permission to use, but County reserves the right to close such roads at any time it is determined that undue damage will result from use of said roads. Contractor shall provide his own maintenance of said roads and shall leave all roads used in a condition equivalent to that existing at time use began.
- b. The Contractor may employ either ground or cable skidding systems on slopes less than thirty-five (35) percent unless otherwise directed by County. The Contractor shall exercise care so as not to unreasonably damage timber designated to remain or to unreasonably damage patterns or densities of leave trees in partial cut units. Ground skidding on slopes exceeding thirty-five (35) percent will not generally be permitted except as authorized in writing by County.
- c. Logs hauled from this sale shall be routed along the shortest legal route between the landing and the destination. All unscaled logs leaving the sale area shall follow the designated route of haul. The route of haul may be changed by the Contractor provided Forester has received advance notice of change, and also provided that changes in haul route not required by regulations, law, or County decisions to close roads will not result in a change in haul rate.
- d. The condition of existing roads on the Property has been inspected by Contractor, and Contractor has assessed and assumes all risks arising out of their use for logging operations. County makes no warranty as to the condition or suitability of existing roads, and shall have no duty to maintain or repair any such roads for use under this Contract.
- e. The Contractor is not authorized to construct roads, landings, fire trails, buildings, facilities, or other improvements unless specified by this Contract or approved in writing by Forester. Road and stream crossing design are subject to approval by Forester and must meet Washington Department of Natural Resources' road construction guidelines.



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- f. Placement of all yarding corridors and landings will be determined on site after inspection and mutual agreement of Forester and Contractor. Safety for crew and equipment will be taken into account in determining the proper placement of yarding corridors and landings. Unless otherwise specified by Forester, yarding corridors shall not exceed 14 feet at maximum width. Contractor shall waterbar and/or decommission all skid trails upon completion of hauling as directed by Forester.
- g. Contractor shall maintain all roads, gates, and rights-of-way on or adjacent to the Property in good condition. Any special maintenance or repair required due to Contractor's operations will be the responsibility of Contractor. Special maintenance includes repairs of any rutting or other damage to road surfaces, damage to ditches, culverts, bridges, gates, signs or any other road improvements. Upon the termination of this Contract, Contractor shall return all such roads, gates and rights-of-way to as good condition as existed immediately prior to Contractor's first use hereunder.
- h. Rock used in accordance with this contract may be obtained from an approved commercial source approved by Forester at no charge to Contractor. Contractor shall obtain written approval from the Contract Administrator for the use of material from any other source. Contractor shall notify the Contract Administrator a minimum of 5 calendar days before starting any operation that requires rock.
- i. Contractor shall provide all necessary road closure and haul route closure permits, as well as safety signage to notify neighbors, forest users and members of the public when logging or hauling is occurring in or near the Property. Contractor will notify County at least fourteen days prior to start of operations so the community can be notified of any access restrictions. All roads and public trails will be kept open unless currently being used or crossed during the logging process, and will be clear at the end of every working day.
- j. Contractor shall restore skid roads and landings following the completion of logging activities. Restoration shall include blading skid roads and landings to restore original contours, seeding skid roads and landings with certified native seed mix, and covering seeded skid roads and landings with certified weed-free straw. All materials for this purpose will be obtained by Contractor at Contractor's expense.

**4. Resource Damage**

If damage is caused by Contractor's operations, the Contractor shall pay damage or restoration costs, provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law. Contractor must follow agreed upon work plan when working around sensitive resources or seek written modifications to plan. Deviation from plan and subsequent resource damage will result in fines detailed below.

a. Improvements

The Contractor agrees to protect all improvements on County property affected by the work of this Contract including but not limited to: roads, culverts, bridges, ditches, fences, utility lines, and buildings. If damage is caused by the Contractor's operations, the Contractor shall pay damage or restoration costs, provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.

b. Timber

The Contractor shall exercise due care and caution at all times to minimize breakage, to avoid damaging any residual timber, and to avoid loss from improper manufacture. Excessive timber breakage shall be scaled by Forester and charged against Contractor's fees at the bid stumpage rate. Any damage to trees and/or reproduction or loss due to



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manufacture deemed by Forester to be excessive or unnecessary shall be paid for by the Contractor at triple the rate set out in Exhibit E 3.b. Unauthorized cutting of trees outside the sale area boundary will also be billed as triple damages at the above rate and shall constitute a breach of contract.

c. Soil

During operations under this Contract, the Contractor shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil and wetlands. Equipment shall not be operated when ground conditions are such that excessive damage will result. Water bars and lead-off drainage satisfactory to Forester shall be installed on all skid roads and temporary roads that have potential to create erosion. Erosion prone and exposed soil shall be mulched or seeded by the contractor. Contractor shall be responsible for all such mitigation expenses deemed necessary by Forester.

Forested wetlands should not be entered, especially during periods of significantly wet soil conditions that will result in soil compaction. Ideally, trees will be directionally felled and line skidded. If entry is required during drier periods, it must be pre-authorized and should be limited to absolute minimum levels. Skid trail entries shall be mitigated by contractor. Un-permitted equipment entries will be fined at a rate of \$100 per foot of skid trail and contractor shall bear all mitigation responsibilities.

d. Water

The Contractor shall exercise every necessary means to prevent contamination and siltation of the water in any stream course, wetland or pond as a result of any operation on the sale area or haul route. Temporary stream crossings within units shall be restored before completion of contract. Contractor shall be responsible for mitigation of all soils exposed as a result of operations that have potential to contribute sediment to typed waters.

Contractor must protect streams adjacent to landings and haul roads from sedimentation resulting from operations. Sediment traps, water diversions or other approved means shall be employed to restrict sediment delivery.

The Contractor shall follow all Forest Practices Rules pertaining to stream Equipment Limitation Zones and will be responsible for all on-site mitigation that may be required.

e. Special Resources

The Contractor agrees to exercise due care and caution at all times to avoid damage to special resources including research, academic, demonstration, and cultural objects or areas. The locations of known special resource areas are shown on the sale area map and can be identified on the ground.

f. Extreme Adverse Wet Weather Conditions

Operations within sale units, skid roads and haul roads must be monitored by Contractor for signs of unacceptable soil damage or sediment delivery to typed waters. Follow guidelines in Section 4.c above for soil protection guidelines. If Forester deems protection activities inadequate for the weather and soil conditions, operations must cease. In Forester's absence, Contractor shall halt operations in the event this condition arises.

Streams along haul roads can be protected from unacceptable sediment delivery with the use of sediment traps or other approved measures. If protection measures are deemed



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inadequate to meet weather conditions during active haul operations, hauling must cease or proceed along an alternative route if approved by Forester.

**5. Staffing**

- a. Contractor shall be solely responsible for supervision of its employees, agents, and any permitted subcontractors, and for management and direction of all aspects of their work.
- b. Contractor must have a person on site during all logging operations who is English speaking and is authorized to receive instructions and notices from Forester and County.
- c. As to terms and conditions of employment, including, but not limited to, hiring, promotions, wages, hours, and fringe benefits, Contractor will not discriminate against any person on the basis of race, creed, religion, sex or national origin.
- d. All vehicle drivers are required to have appropriate licensing and insurance before entering the Property.

**6. Equipment**

- a. All logging equipment or vehicles entering the Property must be clean of dirt and debris in order to prevent the spread of invasive species. Logging equipment and vehicles must be thoroughly cleaned, including undercarriage, prior to moving onto the Property. If any logging equipment or vehicle leaves the Property and returns after running off-pavement, e.g., other than on asphalt or concrete, that equipment or vehicle shall again be cleaned, including undercarriage, prior to re-entry onto the Property. Trucks must be washed regularly to remove excessive dirt build up and prevent the spread of invasive species.
- b. All equipment shall be maintained in a condition that limits leakage of fluids.
- c. No ground based equipment is permitted to operate within thirty feet of any stream channel or wetlands, except on a duly permitted and constructed road.
- d. All equipment owned or in the possession of Contractor shall be removed from the Property by the Termination Date or earlier upon written notice by County to Contractor. Equipment remaining unclaimed on the Property more than sixty days after the Termination Date or after such a notification shall be subject to disposition by County in the manner provided by law. Contractor shall pay County all costs of moving, storing and disposing of any such equipment. County shall not be responsible for any damage to or loss of the equipment as a result of any moving, storage or disposal of the equipment, or failure to properly store, maintain, move or dispose of the equipment.

**7. Disposal Activities**

- a. Concurrent with yarding operations, slash on landings shall be returned to the harvest area and dispersed on skid trails to control erosion, minimize soil compaction, and increase aesthetics. Slash can also be distributed across the harvest unit, but must be dispersed in a manner that allows for planting of unit. If slash becomes excessive and too deep to plant through, it should be piled, rowed or scoured. If piled within the unit, the pile width should not exceed twenty feet to permit adequate stocking.
- b. Refuse, including any hazardous substances or petroleum products, resulting from Contractor's use, servicing, or repair of Contractor's equipment, as well as all food wrappers, garbage, general debris and litter shall be removed from the Property on a daily basis and disposed of at an approved disposal site, all at Contractor's expense.
- c. All limbs and non-merchantable material must be removed from roads. No material shall be left in ditches. Road and roadside clean-up shall be kept current with operations.



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- d. Upon completion of the harvest, Contractor will remove all worn out tools, parts and rubbish. Prior to any seasonal or harvest shutdown, Contractor shall inspect all culverts and ditches and remove all logging related debris as directed by Forester.

**8. Fire Control**

- a. Contractor and its employees, agents and permitted subcontractors shall exercise the highest degree of care to prevent fire from arising on Property. Contractor and its employees, agents and permitted subcontractors shall immediately notify Forester and Washington Department of Natural Resources of any fire upon the Property or any adjacent property.
- b. The Contractor shall reimburse County for all costs and/or liability of whatsoever nature incurred as a result of a DNR Fire Investigators determination of negligence by the Contractor in the ignition, spread, or escape of fire, including such suppression costs as may be billed to County by the Washington DNR.
- c. Contractor shall provide all fire equipment specified by the State of Washington, and shall have all required fire equipment on-site, and in fully functioning working condition, at all times between June 15<sup>th</sup> and October 15<sup>th</sup>, and as additionally required by Washington Department of Natural Resources.
- d. Contractor shall comply with all state, county and city fire regulations, including the Washington State Department of Natural Resources Industrial Fire Precaution Level system. Contractor shall abate all slash and logging debris resulting from operations under this Contract, to the extent required to reduce extreme fire hazard on Property.
- e. The Contractor and his/her employees or subcontractors shall not set any fire at any time of the year without first obtaining permission in writing from Forester.
- f. Slash burning is not contemplated under this Contract. Slash on landings shall be returned to the harvest area and dispersed on skid trails as per 7.a above.

**9. Hazardous materials**

- a. Logging operations shall be conducted in such a manner as to prevent the discharge of hazardous materials, including petroleum products, into water, air or onto the ground. All containers of oil or oil products kept on the property, including tanks or containers in vehicles, shall be kept in a condition that ensures that contamination of the soil or ground cover does not occur. Equipment maintenance activities, such as oil changes and refueling, shall be undertaken so that no oil, fuel or other hazardous materials reach the ground. Normal maintenance and refueling shall be carried out with absorbent pads capable of effectively absorbing oils, fuel, hazardous liquids, hydrocarbons, organic solvents, mineral and vegetable oil spills, deployed at the service or fueling locations.
- b. No hazardous or solid waste shall be disposed of by abandonment, burial, or burning on the Property.
- c. Contractor is required to carry spill kits sufficient to contain a minimum of 50 gallons of spilled materials, onsite at all times during harvest operations. Operator must notify Forester of any spills of oil greater than 10 gallons, spills of gasoline greater than 1 gallons and any spills to water or waterways.
- d. Any hazardous substances or petroleum products resulting from Contractor's use, servicing, or repair of Contractor's equipment, and general debris and litter shall be removed from the Property and disposed of in an approved disposal site, all at Contractor's expense. These requirements shall survive the termination of this Contract.



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- e. In the event of a discharge or spill of any gasoline, oil, petroleum- or hydrocarbon-based fluid or substance, or other toxic or hazardous materials on the Property, the Contractor will:
1. Immediately notify Forester if the discharge or spill regardless of amount is within 200 feet of any stream, river, streambed or riverbed, lake, saltwater body or wetland, or if a spill of more than 1 ounce occurs in any other location, and;
  2. Will be responsible for any removal, cleanup and remediation of the discharge or spill as recommended by Forester or required by law.

**10. Safety**

Contractor shall be responsible for ensuring that all persons working on the harvest and all equipment used in connection with the harvest are working in a safe manner. Each person working on the Property will be required to wear the appropriate safety Personal Protective Equipment at all times and adhere to safety standards as required in the Safety Standards for Logging Operations—Chapter 296-54 WAC issued by the Washington State Department of Labor and Industries.



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**EXHIBIT D**

**Preservation Responsibilities**

**1. Protection of Resources**

- a. This Contract may be unilaterally terminated or modified by County upon determination that the Contractor's operations would cause serious resource damage or would be significantly inconsistent with land management plans.
- b. Termination
  - i. If the Contract is terminated by County under this section, the Contractor agrees that the liability of County shall be limited to the sum of: 1) Contractor's estimated expenditures for felling, bucking, yarding, and decking products processed but not removed from the sale area because of the termination action; and 2) Contractor's documented out of pocket expenses involved in acquiring and holding the Contract.
- c. Modification
  - i. In the event of Contract modification under this section, the Contractor shall be reimbursed for any additional operations required, provided that any work or extra protection shall be subject to prior approval of County.

**2. Cultural Resources**

- a. Under no circumstances shall Contractor or its employees, agents or permitted subcontractors be permitted to disturb or remove historical or cultural resources. Examples of older cultural resources may include artifacts such as tools, fragments of rocks left behind from the fabrication of tools, or culturally modified trees such as cedar trees that show signs of bark peeling. Examples of more recent cultural resources may include past homestead debris such as buildings and foundation remains, wells, woodstoves, bedframes, garbage piles or pits, old camp sites, remains of trestles, rails, ties and spikes, steam donkeys, cables, saws or dump sites.
- b. Contractor shall avoid any known historical or cultural sites to the extent directed by the Forester. In the event Contractor or its employees, agents or permitted subcontractors encounter or discover historical or cultural sites of an apparent age greater than 50 years old in the harvest area, Contractor shall immediately stop all operations that could potentially disturb the site, promptly flag the site for future reference, and notify Forester.
- c. County may unilaterally suspend, modify or cancel this Contract in order to protect an historical or cultural object or site.
- d. If Contractor or any of its employees, agents or permitted subcontractors deliberately or negligently disturbs or destroys any historical or cultural resources, Contractor shall bear all costs of restoration, in addition to any civil or criminal remedies otherwise provided by law.

**3. Habitat and Wildlife**

- a. Contractor shall take appropriate measures to protect any location that becomes known to it where special measures are needed for the protection of plants or animals listed, or under consideration to be listed, as threatened or endangered under the Endangered Species Act of 1973, as amended, or under state law, or identified to be sensitive by Forester. Discovery and/or knowledge of such locations by Contractor shall be promptly reported to Forester.



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- b. County, after consultation with Forester, may direct Contractor to undertake additional protections for habitat of endangered, threatened, and sensitive species. Contractor will be entitled to be reimbursed for the cost of any such extra protections, in an amount to be agreed upon in advance between Contractor and County.
- c. Contractor shall avoid felling dead trees, except where needed to ensure safety or as directed by the Forester. No dead standing or down wood shall be yarded or cut, except as directed by the Forester.

**4. Preservation Markers**

- a. Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Contractor shall at his own expense reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by County prior to removal of said corners and/or witness objects.



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**Exhibit E  
Commercial Terms**

**1. Export Restriction**

All logs removed and sold from County Property are export restricted.

**2. Forest Certification**

All timber sold under this contract is certified by the Forest Stewardship Council® (FSC®) under FSC chain-of-custody number: SA-FM/COC-1394CC

**3. Volume Estimates, Utilization Standards and Scaling**

**a. Volume Estimate**

The volume of timber to be harvested is estimated only. County, by making such an estimate, neither warrants nor limits the volume of timber to be harvested and delivered under the terms of this Contract.

<u>Species</u>	<u>Grade</u>	<u>Estimated Volume</u>
Conifer sawlogs	sawlog	1,850 MBF
Hardwood sawlogs	sawlog	70 MBF
Conifer pulp	pulp	4,500 TONS
Hardwood pulp	pulp	500 TONS

**b. Utilization Standards**

- i. Contractor shall be required to remove any sawlog meeting minimum Yamhill Log Scaling and Grading Bureau standards which contains at least twenty (20) board feet, net scale, and which is at least five (5) inches in scaling diameter or at least twelve (12) feet, plus trim, in length. In addition, all pulpwood is to be removed which is at least three (3) inches in scaling diameter and at least twelve (12) feet in length.
- ii. All timber meeting the Utilization Standards outlined above shall be harvested by the Contractor. Any material meeting these specifications which is not cut and/or yarded to designated landings shall be scaled by County and billed to the Contractor at the rate of \$1000/Mbf, net Scribner, or \$5.00/cubic foot, whichever is greater.
- iii. Logs meeting the Utilization Standards outlined above which are not removed from landings shall be scaled by County and billed to the Contractor at the rate of \$950/Mbf, net Scribner, or \$5.00/cubic foot, whichever is greater.
- iv. All conifer logs meeting the specifications outlined above shall be delivered to the destinations prescribed by Forester. Forest Products delivered that do not meet the sorting specifications are considered mis-sorts. Excessive missorts will be billed to the Contractor at the rate of \$700/Mbf, at the discretion of County. Excessive missorts is defined when the missort volume amounts to more than 10% of the total delivered sort volume, as determined by a third party scaling



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**4. Scaling**

- a. All forest products removed from the sale area shall be scaled by the Yamhill Log Scaling and Grading Bureau unless alternative arrangements are prescribed by Forester in writing prior to delivery.
- b. Forester shall arrange for scaling services at or in route to prescribed destinations.
- c. In the event scaling services are suspended for causes such as strikes, hauling operations shall be suspended until scaling services are resumed.
- d. In the event scaling is performed in units other than Scribner rule, conversions of 290 cubic feet/Mbf, 7 tons/Mbf or 3.33 cords/Mbf shall be applied, as appropriate.
- e. Scale tickets for each truckload of logs removed from the sale area shall be submitted weekly to Forester' on-site agent.

**5. Branding & Painting**

All logs in this sale are export restricted and shall be branded on at least one end with Clark County Public Works' "CC1" registered log brand. If the scaling diameter is less than ten (10) inches, the log must be branded on one end. **Both** ends must be branded if their small end diameter is greater than or equal to ten (10) inches. Additionally, all logs removed must be marked on **both** ends with durable red paint, regardless of small end diameter. Unbranded and/or unpainted logs removed from the sale area shall be paid for at triple the rate in 3.b.ii above and shall constitute a breach of contract.

**6. Log Removal Requirements**

- a. The Contractor shall complete a Clark County Public Works of Washington truck ticket form for each and every truckload of logs removed from the sale area. A penalty of \$500 shall be assessed for each truck whose driver does not possess a completed truck ticket when departing County property. In addition, any such truck shall be considered to be hauling stolen materials and may be apprehended by appropriate authorities responsible for such actions.
- b. Contractor shall provide Forester with copies of each load ticket along with the corresponding certified scale ticket within five business days of the date of the load's departure from the Property as shown on the applicable load ticket. Contractor must provide Forester with a copy of the production report every week.
- c. At the direction of the Forester, all truck tickets shall include the County's FSC chain-of-custody number (SA-FM/COC-1394CC), as well as the FSC claim "FSC 100%".
- d. Contractor shall load, haul, and transport all logs and other forest products from the Property to an approved scaling facility, and then to mills and buyers designated in writing by Forester, at Contractor's expense and risk. County shall retain ownership of all timber and timber products until full payment is made by receiving mills and buyers in the manner described below.
- e. Contractor shall weigh each load at a certified truck scale approved in advance by Forester. Costs for weighing will be paid by Contractor directly to the approved weighing facility.
- f. Contractor shall maintain a written record of all log loads using a load receipt book. A copy of each load ticket must be kept in the cab of each log truck during transport.



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- g. Contractor shall also generate a production report, tracking the load ticket number, number of logs, date, time, destination, and truck number or driver's name, for each loaded truck that leaves the Property.
- h. Contractor shall provide copies of all mill receipts when requested by the Forester.

**7. Inspection and Payment**

- a. Timber and forest products shall be sold only to those mills or buyers with whom Forester has contracted on County's behalf.
- b. Forester will direct mills and buyers to pay all sale proceeds to County through an account maintained for this purpose by the Forester. In receiving and holding such funds, Forester shall be considered to be acting solely as County's agent, and not as an agent, trustee or fiduciary as to Contractor.
- c. County agrees to pay the Contractor the following rates for logging services including the loading onto trucks and hauling to destination:

<u>OPERATION</u>		<u>UNITS 5, 6, 9, 10</u>
Operation 1:	Fell, buck, yard, deck, and load conifer and hardwood saw and peeler timber with minimum volume of twenty (20) board feet, net scale, and minimum diameter of five (5) inches, small end, inside bark.	\$____/MBF (Scribner, net scale)
Operation 2:	Fell, buck, yard, deck, and load conifer stud logs (weighed; meeting specifications per Operation 1) and conifer and hardwood pulpwood with minimum diameter of three (3) inches, small end, inside bark, and minimum length of twelve (12) feet.	\$____/TON

**Note:** All per thousand board feet (Mbf) payments shall be based on **net Scribner scale**. All ton payments will be based on weight tickets. There shall be no payment made for missort or logs culled.

- d. Payment, haul; truck to mill:

<b>Haul Rates \$/MBF Camp Run</b>		<b>Haul Rate \$/Ton</b>	
Destination	\$/MBF	Destination	\$/Ton
RSG, Kalama, WA		Pacific Fiber Products Inc, Longview, WA	
NW Hardwoods, Longview, WA			

- e. Within thirty (30) calendar days of the receipt of periodic Bureau Scale reports, County shall pay Contractor the rates set out in 7.c above less 10 (ten) percent. Those monies withheld



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plus Contractor deposits (see Section 10 below) shall be applied against liquidated damages and as a trust fund for the protection and payment of any person, mechanic, subcontractor, or materialman who performs any work under this Contract; anyone who shall supply such person or subcontractor with provisions and supplies for the carrying on of such work; and the State with respect to any taxes imposed which may be due from the Contractor. In accordance with the provisions of Chapter 60.28 RCW, this trust fund shall be retained for a period of thirty (30) days following the final acceptance of the completed work covered by the Contract, and every person performing labor or furnishing supplies toward the completion of this work shall have a lien upon the fund provided proper notice of the lien be given as required by law. After the expiration of the thirty (30) day period and after receipt of a clearance by the Tax Commission and Department of Labor and Industries, the reserve in excess of a sum sufficient to discharge the taxes certified as due or to become due by the Tax Commission, the Department of Labor and Industries, and the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, shall be paid to the Contractor.

The provisions of the Article shall supersede any other conflicting provisions. (See RCW, Chapter 60.28 as last amended.)

No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of County to the contrary, and no payment shall be construed to be an acceptance of any defective work which may before or afterwards appear.

**8. Taxes**

County, with the assistance of Forester, shall be responsible for filing and payment of Washington State Timber Excise Taxes on all harvested timber products.

Contractor shall be responsible for payment of all other taxes or fees associated with Contractor's provision of services under this Contract, including but not limited to all income, gross receipts, excise and payroll-related taxes and contributions.

**9. Insurance**

Prior to the commencement of work/service/operations under this agreement, the Contractor shall provide to Clark County Public Works, 1300 Franklin Street, PO BOX 9810, Vancouver, WA 98662-9810, a Certificate of Insurance evidencing commercial general liability insurance coverage in the amounts stated below.

The Contractor agrees to provide a Certificate of Insurance showing bodily injury and property damage insurance in at least the following amounts:

- a. Commercial General Liability Insurance with limits of \$2,000,000 per occurrence, \$2,000,000 per person, and a Contractors Broad Form endorsement with limits of \$2,000,000.
- b. Comprehensive Automobile Liability covering all scheduled owned, hired, and non-owned vehicles with minimum limits of \$500,000 per person and \$1,000,000 per accident bodily injury, \$500,000 property damage. A combined single limit of \$1,000,000 is also acceptable.

The Contractor shall furnish to County insurance certificates, in duplicate, attesting to the placement of the above insurance coverage. The certificates shall include a thirty (30) day notice of cancellation



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or changes in the policies. These notices shall be sent to County via certified mail. **Proof of such coverage shall be provided prior to County signing this Contract.**

**10. Surety Payment**

As a guarantee of the workmanlike and faithful performance of the provisions of this Contract, including all damages accrued to County by reasons of the operations under this Contract, the **Contractor agrees to deliver a bond (either cash, performance bond, or irrevocable standby letter of credit)** for the lesser amount of \$100,000 or 2/3rds of the total contract value. In addition, this bond shall operate as a trust fund for the protection and payment of any person, mechanic, subcontractor, or materialman who performs any work under this Contract; anyone who supplies such person or subcontractor with provisions and supplies for such work; and the State with respect to any taxes imposed which may be due from the Contractor.

No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of County to the contrary, and no payment shall be construed to be an acceptance of any defective work that may before or afterwards appear.



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**EXHIBIT F**

**Legal Terms**

1. **Forest Practice Permit.** Washington State Forest Practice Permit No. 2933053 is approved for this selective harvest, and will be assigned or otherwise made legally available to Contractor following execution of and for the duration of this Contract.
2. **Operating Authority**  
County hereby grants to the Contractor full and free license and authority to enter designated County lands with his/her agents and workmen and do all things necessary, within the limitations of this contract, in logging and removing designated timber.
3. **Agents**  
The Contractor is in no sense an agent of County and is not authorized to bind County for any expenditure.
  - a. **Clark County Public Works**  
The rights and duties of County under this Contract will be exercised or discharged by the Purchasing Agent or by such officer as he/she may designate. The Forester is designated as the agent supervising this sale unless Contractor is otherwise notified in writing. Prior to the start of logging operations, County shall inform Contractor of Forester's name, email address, and mobile phone number.
  - b. **Contractor**  
The Contractor agrees to notify County in writing of the name, email address, and mobile phone number of a person who will be readily available at all times during the logging operation and who shall be authorized to receive, on behalf of the Contractor, any instructions given by County in regard to performance under this Contract.
4. **Discrimination**  
Unless exempt by Presidential Executive Order 11246 and applicable thereunder, Contractor (1) certifies that he/she does not, and will not maintain segregated facilities, nor permit his/her employees to work at locations where facilities are segregated on the basis of race, color, religion, national origin, age or sex; and (2) agrees that for all work in excess of \$10,000, an Equal Opportunity Clause contained in County of Washington Board of Regents Equal Opportunity Compliance certification, as may be amended from time to time, is incorporated herein by reference. Contractor certifies that he/she will comply with Section 503 of Vocational Rehabilitation Act of 1973, and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.
5. **Assumption of Risk.** Contractor has inspected to its satisfaction, and neither County nor Forester makes any representations as to the present or future condition of, the Property and any roads, improvements, features, timber or forest products thereon. Contractor is not relying on any express or implied representations as to the condition or value of the property or any roads, improvements, features, timber or forest products thereon. Contractor assumes all risk of personal injury or property damage to itself and its employees, agents and permitted subcontractors that may occur in connection with operations under this Contract.
6. **Legal Compliance.** Contractor shall fully comply with all laws of the United States, the State of Washington and local jurisdictions, and all government rules and regulations including but not



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limited to logging, safety and fire prevention regulations. In the event of conflict between any laws, rules or regulations and the terms of this Contract, this Contract shall be deemed to be amended to comply with such law, rule or regulation, and this Contract shall remain in full force and effect except as so modified.

7. **Independent Contractor.** Contractor and County agree that Contractor is an independent contractor with respect to the services being provided pursuant to this Contract. Contractor will be solely responsible for its acts and for the acts of its employees, agents and permitted subcontractors in connection with the performance of this Contract. All work, equipment and materials necessary to perform this Contract shall be the sole responsibility of Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. Contractor is not granted and shall not have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of County or to bind County in any manner whatsoever. As an independent contractor, Contractor shall comply with all compensation laws, Social Security laws and regulations, the Fair Labor Standards Act, all tax and other withholding requirements, and any and all other laws and regulations pertaining to employers. Contractor agrees to become and remain in full compliance with the terms of the State of Washington industrial insurance program (RCW Title 51, and all regulations thereunder) unless permitted, in writing, by County to carry private employer's liability insurance. County shall not be responsible for withholding or otherwise deducting federal income tax or Social Security, or contributing to the Washington State industrial insurance program, or otherwise assuming the duties of an employer, with respect to Contractor or any employee or agent of Contractor or any permitted subcontractor. Contractor shall be responsible for determining the methods by which it may best discharge its obligations under this Contract and no advice by County or Forester regarding the method or manner of Contractor's performance shall constitute a representation or warranty that such method or manner will comply with the requirements hereof, or shall create any liability of County or Forester on account of such advice.
  
8. **Liabilities to Workers.** Contractor shall be solely responsible for any loss, personal injury, death, and/or other damages that may be done to or suffered by workers or other persons in connection with the operations to be carried out pursuant to this Contract and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless County and Forester against any claims of loss, injury, death, and/or damage made by any worker or other person associated with Contractor or any of its permitted subcontractors. This undertaking shall apply to all incidents of such loss, injury, death, and/or other damages, including incidents of loss, injury, death, and/or damage for which either or both of County or Forester may be considered jointly liable with Contractor.
  
9. **General Indemnity.** Contractor shall also defend, indemnify and hold harmless County, its agents (including Forester), and its and their respective, officers, directors, employees, agents, members and representatives (collectively, the "**Indemnitees**") from any and all injuries, loss and damages (including but not limited to damages to person, property or otherwise) and expenses of any nature whatsoever, including, without limitation, attorneys' fees, that may be caused to the Indemnitees or any third party (including but not limited to any abutting landowners and members of the public) arising out of or in connection with the performance, breach or non-performance of this Contract by, or any act or omission of, Contractor or any of its employees, agents or permitted subcontractors, whether or not such performance, breach, non-performance,



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act or omission involves any intentional misconduct, breach of contract, recklessness, negligence or fault of any such person, except for injuries, loss and damages caused by the intentional wrongdoing or the sole gross negligence of County.

10. **Waiver of Immunity.** For the sole purpose of fulfilling its indemnification obligations under this Contract, Contractor specifically and expressly agrees to waive its immunity under Washington State industrial insurance, RCW Title 51. This waiver has been mutually negotiated by the parties.
11. **Legal Proceedings.** In the event of legal proceedings between the parties for the enforcement of any terms or conditions of this Contract, the prevailing party shall be entitled to reimbursement for all costs reasonably incurred, including attorneys' fees and costs, whether in connection with investigation, discovery, settlement, mediation, trial or on appeal of any claims hereunder.
12. **Applicable Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Contract, the parties agree that venue shall be exclusively in Clark County, Washington.
13. **Limitations on Liability.** County shall not be liable for any indirect, consequential or punitive damages under this Contract.
14. **Waivers.** No waiver of timely notice requirements or any other requirement or right of County under this Contract shall be valid or binding on County, unless such waiver is in writing, is signed by County or Forester, and expressly states that it is intended to be a waiver. The failure of County to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any right or election herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of any such covenants, agreements, rights or elections, and the same shall remain in full force and effect.
15. **Severability.** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.
16. **Liens and Encumbrances.** Contractor agrees to keep any and all logs, timber and other forest products that are the subject of this Contract, as well as the Property, free from all liens, encumbrances or attachments (including but not limited to all liens, costs, or charges for labor, materials, or supplies) arising out of or in connection with this Contract or Contractor's performance hereunder. Contractor hereby expressly waives, and agrees not to assert, any Contractor's liens under RCW Ch. 60.24 or any other mechanic's or other liens against any logs, timber or forest products or against the Property in connection with this Contract. In the event of default, cancellation, forfeiture, or other termination of this Contract, County shall remain vested with full title to all timber, logs, and other forest products described herein.
17. **Time of Essence.** Notwithstanding anything to the contrary in this Contract, it is expressly understood that timely and strict performance by Contractor of all covenants and agreements



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herein contained are the essence of this Contract, and Contractor shall be and remain liable to County for any breach of contract or violations of any and all terms of this Contract occurring prior to the date of any termination hereof. County shall maintain all rights to pursue any remedy at law, or in equity, for any such breach or violation.

- 18. **Joint Media Relations.** In the event of public interest in the project, both parties agree to jointly develop a coordinated media strategy, and designate spokesperson(s) to represent that project to the media and interested external parties.
- 19. **Binding Effect; Non Assignment.** Subject to the provisions contained herein, this Contract shall be binding upon the heirs, executors, administrators, successors and legal representatives of the parties hereto. Neither this Contract nor any rights of Contractor under this Contract shall be assignable by Contractor in whole or in part, by operation of law or otherwise, nor shall Contractor be permitted or empowered to subcontract any portion of its performance obligations hereunder without the prior written consent of County. Any attempted assignment or subcontracting without the prior written consent of County shall be void.
- 20. **Notices.** Any notice to be given by either party to the other under the provisions of or with respect to this Contract may be delivered personally or by commercial courier or by certified mail, addressed to the party to be served at such party's address as it appears below (or as modified by written notification from such party), and shall be effective at the time of such personal delivery or delivery to such address by commercial courier or certified mail.

To County: Attn: Address City State Zip Tel:	To Contractor: Name Attn: Address City State Zip Tel:
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- 21. **Contract Changes.** Either party may request changes to this Contract but the other party shall be under no obligation to negotiate or agree to any requested change. Any proposed change which is mutually agreed upon may be incorporated herein only by execution of a written amendment to this Contract.
- 22. **Disputes**  
 It is the intent of this Contract that the Contractor and County shall agree upon the interpretation and performance of this Contract. Upon failure to reach an agreement on a question of fact, the decision of County shall prevail within the limitations of law.
- 23. **Breach of Contract**  
 In the event the Contractor violates or breaches any term of the Contract, County shall have the right to suspend the operations of the Contractor hereunder by written notice. If such breach is not remedied within thirty (30) days after such notice, County may terminate this Contract, and the Contractor shall have no further rights under this Contract. Upon such termination, County shall enter a forfeiture of all or part of the Contractor's surety and take additional action to recover damages from the Contractor if necessary.



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- a. **Clark County Public Works' Right to Remedy a Contract Breach**  
If the Contractor has violated or breached any terms of this Contract, County shall have the option to remedy such a breach. County may, in the absence of an indicated attempt by the Contractor or the Contractor's apparent inability to remedy the breach, immediately enter upon the site and remedy said breach. Any expense so incurred by County shall be charged against the Contractor and be paid to County by the Contractor within thirty (30) days after receipt of the billing for said expense.

24. **Contract Form.** County and Contractor each acknowledge that (a) Forester has provided the initial form of this Contract solely as an accommodation to enable them to commence their negotiations hereunder, (b) each has been expressly advised by Forester to consult with its own legal counsel before agreeing to any of the terms of this Contract or executing this Contract, and (c) Forester shall not be deemed to have provided any legal advice, or to have any legal exposure, to either of them by reason of having furnished the initial form of this Contract to them.

25. **Contract Release**

County shall give prompt written notice of completion to the Contractor when the Contractor has completed his/her obligations under the terms of this Contract. The Contractor shall be refunded any excess surety payment deposit.

26. **Title**

All rights, title, and interest in and to any timber shall remain with County.