



PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS

AND

BID SPECIFICATIONS

FOR

JONES 2017 TIMBER SALE

CITY PROJECT NUMBER: W-1000

In and for the

City of Camas

A Municipal Corporation

Prepared by:



ENGINEERING & FORESTRY

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Vancouver, WA 98682

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BID FORM

JONES 2017 TIMBER SALE

Sealed Bid Due: Thursday, January 19, 2017, on or before 2 P.M.

At the Office of: City of Camas
Office of the Finance Department
616 NE 4th Avenue
Camas, WA 98607

Following is our bid for the timber described in the Jones 2017 Timber Sale Notice and Prospectus.

<u>Estimated Volume</u>	<u>Species</u>	<u>Bid Unit Price</u>	<u>Estimated Total Bid Price</u>
1050 MBF	Douglas-fir, No. 4 Sawmill and better, Net Scale	\$ <u>345.17</u> /MBF	\$ <u>362,428.50</u>
20 MBF	Douglas-fir, Poles, Net Scale	\$ <u>345.17</u> /MBF	\$ <u>6903.40</u>
10 MBF	Hemlock, No. 4 Sawmill and better, Net Scale	\$ <u>220.13</u> /MBF	\$ <u>2201.70</u>
300 TONS	Conifer, Utility Cull	\$ <u>1</u> /TON	\$ <u>300.00</u>
0 MBF	Red Alder, Sawmill, Net Scale	\$ <u>100</u> /MBF	\$ <u>0</u>
75 TONS	Red Alder, Utility Cull	\$ <u>1</u> /TON	\$ <u>75.00</u>
		Total Bid Price	\$ <u>371,908.60</u>

All volumes are Scribner Scale.

Enclosed herewith is cash or a cashier's check/certified check payable to the City of Camas in the amount of \$10,000. It is our understanding that if we are the apparent successful bidder, we will be notified no later than five days after Council approval and the Timber Sale Contract will be executed.

Date: 1/19/2017 Address: P.O. Box 415
Firm or Name of Bidder: High Cascade, Inc. Carson, WA 98610
Signature of Bidder: Ron W. Schneider
Title: Vice President Phone Number: (509) 427-4223

QUALIFICATIONS STATEMENT

Reference #1

Sale Name: Mint Stewardship Volume (MBF): 4254

Sale Date: 4/22/2013, Completed 2016

Timber Seller:

Timber Owner/Agency: USFS - Mt. Hood National Forest

Contact Person: Roy Shelby, CO

Contact Phone No.: (503) 668-1458, (541) 490-0996 - cell

Reference #2

Sale Name: Garth T.S. Volume (MBF): 1132

Sale Date: 3/17/2016

Timber Seller:

Timber Owner/Agency: Hood River County - Forestry

Contact Person: Ellen Davis

Contact Phone No.: 541-387-6888

Reference #3

Sale Name: Southrock VDT Volume (MBF): 2774

Sale Date: 1/18/2015

Timber Seller:

Timber Owner/Agency: Wa State DNR

Contact Person: Kellie Williams

Contact Phone No.: (360) 575-5024

Bidder (Company): High Cascade, Inc By: Rm W. Schneider

Date: 1/19/2017

MANDATORY BIDDER CRITERIA INFORMATION

Per Revised Code of Washington (RCW) 39.04.350, before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

High Cascade, Inc. Ron W. Schneider (VP)
CORPORATION NAME OF OWNER OR CORPORATE OFFICER
Ron W. Schneider 1/19/2017
SIGNATURE OF OWNER OR CORPORATE OFFICER DATE
P.O. Box 415, Carson WA 98610 (509) 427-4223
CONTRACTOR MAILING ADDRESS PHONE NUMBER

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

601122479

UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)

822,027-02

LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

457893 00 0

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

91-1193326

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete Bid Packages will be considered non-responsive and rejected. Mandatory bidder responsibility criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above requirements may be considered grounds to deem a bid non-responsive.

TIMBER SALE CONTRACT

CITY OF CAMAS

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

EXPORT RESTRICTED MBF RECOVERY SCALE SALE

JONES 2017 TIMBER SALE

THE CITY OF CAMAS (CITY) AND
BUYER AGREE AS FOLLOWS:

- SECTION A: General Terms
- SECTION B: Payments and Securities
- SECTION C: Log Definitions and Accountability
- SECTION D: Damages
- SECTION E: Harvesting Operations
- SECTION F: Construction and Maintenance
- SECTION G: Site Preparation and Protection

SECTION A: General Terms

A-010 Products Sold and Sale Area

The Buyer was the successful bidder on January 19th, 2017, and the sale was confirmed five days following Council approval. The City, as Owner, agrees to sell to the Buyer, and the Buyer agrees to purchase, cut, and remove, forest products located on approximately 43 acres of land in Sections 3 and 10 of Township 2 North, Range 4 East, W.M., Clark County as shown on the attached Timber Sale Map and designated as the sale area. The sale area is bounded by the following: pink paint and pink flagging with "Timber Harvest Boundary" printed on it in black letters.

Within this area, all forest products from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal, with the exception of leave trees bounded by pink paint and pink flagging, all western red cedar trees, all down timber existing three years prior to the day of sale, and all down timber greater than 60 inches in diameter.

Timber purchased under this Contract is designated as export restricted and shall not be exported until processed.

A-020 Buyer's Inspection

The Buyer hereby warrants to the City that they have had an opportunity to fully inspect the sale area and the forest products being sold. The Buyer further warrants to the City that they enter this Contract based solely on their own judgment of the value of the forest products formed after their own examination and inspection of both the timber sale area and the forest products being sold. The Buyer also warrants to the City that they enter this Contract without

any reliance on the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the City.

A-030 Schedules and Exhibits

The following attached exhibits are hereby incorporated by reference:

Exhibit	Title
B	Road Construction Standards and Specifications <ul style="list-style-type: none">- Timber Sale Maps- Road Construction Plans
C	Weyerhaeuser Easement documents <ul style="list-style-type: none">- Easement Agreement

A-040 Contract Term

The Buyer shall remove forest products conveyed and complete all work required by this Contract prior to September 30th, 2018.

A-050 Contract Term Adjustment – No Payment

The Buyer may request an adjustment in the Contract term. A claim must be submitted in writing and received by the City within 14 days after the start of interruption or delay. The claim must also indicate the actual or anticipated length of interruption or delay. The City may grant an adjustment without charge only if the cause for Contract term adjustment is beyond the Buyer's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this Contract are actually interrupted or delayed:

- a. Road closures that deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in Clause A-280.
- d. Regulatory actions not arising from the Buyer's failure to comply with this Contract that prevent timber harvest, including Clause A-120 (b).

A-060 Contract Term Adjustment – Payment

Extensions of this Contract term may be granted only if, in the judgment of the City, the Buyer is acting in good faith and endeavoring to remove the conveyed forest products. The term of this Contract may be extended for a reasonable time by the City if all of the following conditions are satisfied:

- a. A written request for extension of the Contract term is received by the City prior to the expiration date of the Contract.
- b. All required roads are completed and the Buyer has complied with all Contract and regulatory requirements.

- c. For an extension of not more than one year, payment of at least 50% of the Contract value based on the Contract payment rate and advertised volume has been received by the City.
- d. Payment of an amount based on 12% per annum on the unpaid portion of the timber value of the Contract is received by the City.

To determine the unpaid portion of the Contract, multiply the Contract payment rate for each item with the remaining volume for each item based on the volumes from the Timber Sale Notice and Prospectus. In addition, all cash deposits that can be used for timber payments will be deducted from the unpaid portion of the Contract.

- e. Payment of \$20.00 per acre per annum for the acres on which an operating release has not been issued is received by the City.
- f. In no event will the extension charge be less than \$500.00.
- g. Extension payments are non-refundable.

A-070 Surveys – Sensitive, Threatened, Endangered Species

Whenever the City determines that a survey for sensitive, threatened, or endangered species is prudent, or when the Buyer determines a survey is prudent and the City agrees, the Buyer shall perform such surveys at their expense and to the standards required by the City. The survey information shall be supplied to the City.

A-080 Exclusion of Warranties

The Parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties expressed or implied are excluded from this transaction and shall not apply to the goods sold. For example, the following specific matters are not warranted and are excluded from this transaction:

- a. The merchantability of the forest products. The use of the term “merchantable” in any document is not intended to vary the foregoing.
- b. The condition of the forest products. The forest products will be conveyed “as is.”
- c. The acreage contained within any sale area. Any acreage descriptions appearing in the Timber Sale Notice and Prospectus, Timber Sale Contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The volume, quality, or grade of the forest products. The City neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only and made solely for administrative and identification purposes.
- e. The correctness of any soil or surface conditions, pre-sale construction appraisals, investigations, and all other pre-bid documents prepared by or for the City. These documents have been prepared for the City’s appraisal purposes only.

- f. That the sale area is free from threatened or endangered species or their habitat. The City is not responsible for any interference with forestry operations that results from the presence of threatened or endangered species or their habitat within the sale area.
- g. That the forestry operations to be performed under this Contract will be free from regulatory actions by governmental agencies. The City is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (Chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the City.

A-090 Threatened and Endangered Species

The Buyer shall immediately notify the Contract Administrator of locations with issues relating to compliance with the Federal Endangered Species Act. Such issues include the discovery of any threatened or endangered species, including, but not limited to, spotted owl nest sites; wolves; nests, communal roosts, or feeding concentrations of bald eagles; and peregrine falcon nests. The Buyer is required to notify the Contract Administrator upon discovery of any fish presence found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24-hour time period.

Upon locating any live, dead, injured, or sick specimens of threatened or endangered species, the Buyer shall immediately notify the Contract Administrator. The Buyer shall notify the Contract Administrator if there is any doubt as to the identification of a discovered threatened or endangered species. The Buyer may be required to take certain actions to help the Contract Administrator safeguard the wellbeing of any live, injured, or sick specimens until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to the Buyer by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur with a 24-hour time period.

A-100 Permits

The Buyer is responsible for obtaining any permits not already obtained by the City that relate to the Buyer's operations. A Forest Practice Application permit obtained by the City shall be transferred to the Buyer. The Buyer is responsible for all permit amendments and renewals.

A-110 Regulatory Disclaimer

The City disclaims any responsibility for or liability relating to regulatory actions taken by any government agency, including actions pursuant to the Forest Practices Act (Chapter 76.09 RCW), that may affect the operability of the timber sale.

A-120 Governmental Regulatory Actions

a. Risk

The Buyer shall be responsible for any increased operational costs arising from any applicable governmental regulation or order that does not cause Contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the Contract. If impracticability or frustration results from the Buyer's failure to comply with this Contract, the Buyer shall remain responsible for payment of the total Contract price, notwithstanding the impracticability or frustration.

b. Sale Area

If portions of the sale area become subject to a governmental or City regulation or order that will likely prevent timber harvest for a period exceeding the expiration date of this Contract and the Buyer has complied with this Contract, the following shall apply:

- i. The City and Buyer shall agree upon Contract amendments or extensions to this Timber Sale Contract. If an agreement cannot be reached, the Contract shall automatically be suspended until May 1st of the following year and be terminated on September 30th of that year.

c. Adjustment of Price

The City shall adjust the total Contract price by subtracting an amount determined in the following manner from it: The City shall cause the timber sale area subject to governmental regulation or order to be measured and calculate the percentage of the total sale area subject to the aforementioned regulation or order. The City shall reduce the total Contract price by that calculated percentage. However, variations in species, values, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment, if deemed appropriate by the City. The City will further reduce the total Contract price by the reasonable cost of unamortized roads the Buyer constructed but was unable to fully use for removing timber. A reduction in total Contract price terminates all of the Buyer's rights to purchase and remove the timber and all other interest in the affected sale area.

A-130 Limitation on Damage

In the event of a breach of any provision of this Contract by the City, the exclusive remedy available to the Buyer will be limited to a return of the Initial Deposit, unapplied payments, and credit for unamortized improvements made by the Buyer. The City shall not be liable for any damages, whether direct, indirect, or consequential.

A-140 Scope of City Advice

No advice by any agent, employee, or representative of the City regarding the method or manner of performance shall constitute a representation or warranty that said method, manner, or result thereof will conform to the Contract or be suitable for the Buyer's purposes under the Contract. The Buyer's reliance on any City advice regarding the method or manner of performance shall not relieve the Buyer of any risk or obligation under the Contract. The Buyer retains the final responsibility for its operations under this Contract and the City shall not be liable for any injuries resulting from the Buyer's reliance on any City advice regarding the method or manner of performance.

A-150 Sale Area Adjustment

The Buyer and the City may agree to adjustments in the sale area boundary. If the sale area is increased, added forest products become a part of this Contract and shall be paid for at the same rate and manner as other forest products under this Contract.

A-160 Forest Products Not Designated

Any forest products not designated for removal that must be removed in the course of operations authorized by the City shall be approved and designated by the Contract Administrator. Added forest products become a part of this Contract and shall be paid for at the same rate and manner as other forest products under this Contract.

A-170 Title and Risk of Loss

Title to the conveyed forest products passes at confirmation of the sale (signing of this Contract). The Buyer bears the risk of loss of or damage to and has an insurable interest in the forest products in this Contract from the time of confirmation of this sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether foreseeable or unforeseeable, the forest products shall be paid for by the Buyer. Breach of this Contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this Contract shall revert to the City.

A-180 Responsibility for Work

All work, equipment, and materials necessary to perform this Contract shall be the responsibility of the Buyer. Any damage to improvements, except as provided in Clause A-190 or unless the City issues an operating release pursuant to Clause A-340, shall be repaired promptly to the satisfaction of the City and at the Buyer's expense.

A-190 Exceptions

Exceptions to the Buyer's responsibility in Clause A-180 shall be limited exclusively to the following. These exceptions shall not apply where road damage occurs due to the Buyer's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

Road is defined as the road bed, including, but not limited to, its component parts, such as subgrade, ditches, side slopes, culverts, and bridges.

For the purposes of this Clause, damage will be identified by the City and is defined as:

1. Failure of required improvements, or roads designated to be maintained, or new construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of the Buyer, its employees, agents, or invitees, including independent contractors; and,
3. Includes, but is not limited to, natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

The repair work identified by the City shall be promptly completed by the Buyer at an agreed price. The City may elect to accomplish repairs by means of City-provided resources. The City will bear the cost to repair damages caused by a third party. In all other cases, the Buyer shall bear responsibility for the costs as described below.

For each event, the Buyer shall be solely responsible for the initial \$5,000 in repairs. For repairs in excess of \$5,000, the Parties shall equally share the portion of costs between \$5,000 and \$15,000. The City shall be solely responsible for the portion of the cost of repairs that exceeds \$15,000.

Nothing contained in Clauses A-180 and A-190 shall be construed as relieving the Buyer of responsibility for, or damage resulting from, the Buyer's operations or negligence, nor relieving

the Buyer from full responsibility for improving any defective work or materials. Authorization to haul does not warrant that Buyer-built roads are free from material defect. The City may require additional work, at the Buyer's expense regardless of cost, to remedy deficiencies at any time.

A-200 Indemnity

To the fullest extent permitted by law, the Buyer and their agents shall indemnify, defend, and hold harmless AKS, Weyerhaeuser, the City, agencies of the City, and all official agents and employees of the City from and against all claims arising out of or resulting from the performance of the Contract. "Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including, but not limited to, attorneys' fees; attributable for bodily injury, sickness, disease, or death; or injury to or destruction of tangible property, including loss of use resulting therefrom. The Buyer's obligation to indemnify, defend, and hold harmless includes any claim by the Buyers' agents, employees, representatives, or any subcontractor or its employee. The Buyer expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to the Buyer's or any subcontractors' performance or failure to perform the Contract. The Buyer's obligation to indemnify, defend, and hold harmless the City shall not be eliminated or reduced by any actual or alleged concurrent negligence of the City or its agents, employees, and officials. The Buyer waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the City and its officials, agents, or employees.

A-210 Evidence of Insurance

The Buyer shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein and detailed in Exhibit C when the Buyer delivers the signed Contract for the work. The certificates and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming the City and all other designated agents of the City listed in Clause A-220 as additional insured, showing the policy number. The Buyer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

A-211 Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Buyer from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Buyer.

A-212 Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per Project Aggregate
- Premises/Operations Liability

Products/Completed Operations – For a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap/Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Buyer's work under this Contract includes exposures to which this specified coverage responds)

Logger's Broad Form Property Damage Endorsement

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury, Each Offence

Stop Gap/Employers' Liability must provide the following minimum limits:

\$1,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

A-213 Automobile Liability

The Buyer must carry Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS-90 endorsement and a CA 99 48 endorsement attached if "pollutants" are to be transported. The policy(ies) must provide the following minimum limit:

\$1,000,000	Combined Single Limit
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A-214 Workers' Compensation

The Buyer shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

A-220 Agents

The City's rights and duties will be exercised by the City's Public Works Director. The Contract Administrator will be AKS Engineering and Forestry, LLC. The Public Works Director will notify the Buyer in writing if there is a change of Contract Administrator, who will be acting on the City's behalf and be responsible for administering the Contract. The Public Works Director has sole authority to waive, modify, or amend the terms of this Contract in the manner prescribed in Clause A-240.

No agent, employee, or representative of the City has any authority to bind the City to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this Contract.

The Buyer is required to have a person authorized to receive instructions and notices from the City on site during all operations. The Buyer shall inform the City in writing who is authorized to receive instructions and notices from the City, as well as any limits to this person's authority.

A-230 Assignment and Delegation

No rights or interest in this Contract shall be assigned by the Buyer without prior written permission of the City. Any attempted assignments shall be void and ineffective for all purposes unless made in conformity with this clause. The Buyer may perform any duty through a delegate, but the Buyer is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the Contract in the same manner as the Buyer.

A-240 Modifications

Waivers, modifications, or amendments of the terms of this Contract must be in writing and signed by the Buyer and the City.

A-250 Contract Complete

This Contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, that are not specified in this Contract.

A-260 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the Buyer's authorized agent or sent by certified mail to the Buyer's post office address:

A-270 Violation of Contract

A-280 City Suspends Operations

All other notices required to be given under this Contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. The Buyer agrees to notify the City of any change of address.

A-270 Violation of Contract

- a. If the Buyer violates any provision of this Contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Buyer has five days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied or the Buyer fails to remedy the violation within five days after receipt of a suspension notice, the City may terminate the rights of the Buyer under this Contract and collect damages.
- b. If the Contract expires pursuant to Clause A-040 without the Buyer having performed all of their duties under this Contract, the Buyer's right to operate is terminated and they shall not have the right to remedy the breach. This provision shall not relieve the Buyer of any payment obligations.

- c. The City has the right to remedy the breach in the absence of any indicated attempt by the Buyer, or if the Buyer is unable, as determined by the City, to remedy the breach. Any expense incurred by the City shall be charged to the Buyer and shall be paid within 30 days of receipt of billings.
- d. If the Buyer's violation is a result of a failure to make a payment when due, in addition to Sections a. and b., above, interest shall accrue on the unpaid balance at 12% per annum, beginning on the date payment was due.

A-280 City Suspends Operation

The Contract Administrator may suspend any operation of the Buyer under this Contract as deemed necessary due to wet weather, high fire risk, or when the City is suffering or there is a reasonable expectation the City will suffer environmental, monetary, or other damage if the operation is allowed to continue.

The Buyer shall be in breach of this Contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the Contract Administrator.

The Buyer may request a modification of a suspension within 30 days of the start of the suspension through the dispute resolution process in Clause A-300. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the City, the Buyer is entitled to request a Contract term adjustment under Clause A-050.

If it reasonably appears that the damage the City is suffering from the operation, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed three months and the Buyer has hitherto complied with this Contract, the provisions of Clause A-120 shall govern just as if the harvest was prevented by an applicable governmental regulation or order.

A-290 Unauthorized Activity

Any cutting, removal, or damage of forest products or other resources within the site or adjacent to the site by the Buyer, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this Contract or State law is unauthorized. Such activity may subject the Buyer to liability for triple the value of said forest products and all other damages resulting from such unauthorized activities to the maximum extent of the law.

A-300 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this Contract and the Parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, the Buyer must make a written request to the City Public Works Director for resolution prior to seeking other relief.
- b. The Public Works Director will issue a written decision on the Buyer's request within 10 business days.

A-310 Compliance with All Laws

The Buyer shall comply with all applicable statutes, regulations, and laws, including, but not limited to, Chapters 27.53 and 68.50 RCW. Failure to comply may result in forfeiture of this Contract.

A-320 Venue

This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in the Clark County Superior Court.

A-330 Equipment Left on City Land

All equipment owned or in the possession of the Buyer, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other City land by the termination date of this Contract. Equipment remaining unclaimed on City land 60 days after the expiration of the Contract period will be subject to disposition as provided by law. The Buyer shall pay all costs of moving, storing, and disposing of such equipment to the City. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing, or disposal of said equipment.

A-340 Operating Release

An operating release is a written document signed by the City and the Buyer indicating that the Buyer has been relieved of certain rights or responsibilities with regard to the entire or a portion of the Timber Sale Contract. The Buyer and City may agree to an operating release for this sale or portion of this sale prior to the Contract expiration, when all Contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, the Buyer's right to cut and remove products on the released area will terminate.

A-350 Road Use Authorization

The Buyer is authorized to use the following roads for which the City has acquired easements: Northeast Jones Creek Road and Stations 0+00 to 36+52 of the Weyco-1000. The City may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

A-360 Pre-Work Conference

The Buyer shall arrange with the Contract Administrator to review this Contract, examine the sale area, and develop and agree on a written plan of operations before beginning any operations. To the extent that the plan of operations is inconsistent with the Contract, the terms of the Contract shall prevail. The City's acceptance and approval of the Buyer's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for the Buyer's purposes or complies with applicable laws.

The plan of operations shall demonstrate that it will result in a minimum risk of loss to fell and bucked timber, roads, and resources.

A-370 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If destroyed or disturbed, the Buyer shall have a licensed land surveyor reestablish them at the Buyer's expense.

A-380 Road Use Reservation

The City shall have the right to use, without charge, all existing roads and any road constructed on City lands by the Buyer under this Contract. The City may extend such rights to others. If the City grants such rights to others, the City shall require performance or payment, as directed by the City, for their proportionate share of maintenance based on their use.

A-390 Blocking Roads

The Buyer shall not block roads unless authority is granted in writing by the Contract Administrator.

A-400 Road Easement

The Buyer agrees to comply with the terms and conditions of the Road Easement Agreement with Weyerhaeuser included in Exhibit C.

A-410 Open Fires

The Buyer shall not set or allow to be set by the Buyer's employees, agents, invitees, and independent contractors any open fire at any time of the year.

A-420 Encumbrances

This Contract and the Buyer's activities are subject to the following:

No encumbrances on record.

A-430 Portable Sanitation Services

The Buyer shall provide accessible washing and toilet facilities sufficient for the sanitary requirements of their employees.

SECTION B: Payments and Securities

B-009 Bid Deposit

The Buyer paid a \$10,000 Bid Deposit, which will be applied towards the Initial Deposit.

B-010 Initial Deposit

The Buyer paid a \$35,000 Initial Deposit, which will be maintained until all contractual obligations are satisfied. If the operating authority on this Contract expires without the Buyer's payment of the full amount specified in Clause B-020, the Initial Deposit will be immediately forfeited to the City and will be offset against the Buyer's remaining balance due. Any excess Initial Deposit funds not needed to ensure full payment of the Contract price, or not needed to complete any remaining obligations of the Buyer existing after Contract expiration, will be refunded to the Buyer.

B-020 Payment for Forest Products

The Buyer agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area, as determined and certified by Clause C-040. For loads scaled from the first working day of the month through the 15th of the month, the Buyer shall issue payment to the City on or before the 25th of the month. If the 15th of the month falls on a weekend, then payment shall be based on loads scaled through the Friday preceding the 15th.

For loads scaled from the 15th of the month through the end of the month, the Buyer shall issue payment to the City on or before the 10th of the month. If the end of the month falls on a weekend, then payment shall be based on loads scaled through the Friday preceding the end of the month.

An alternate payment schedule will only be considered if it results in more frequent payments and is mutually agreed upon between the City and the Buyer.

Each payment for scaled volume must be linked to a scale certificate. The Buyer is responsible for providing copies of scale certificates to the City and for identifying which scale certificates are represented by each payment.

Douglas-fir, No. 4 Sawmill and better, Net Scale	\$	<u>345.17</u>	/MBF
Douglas-fir, Poles, Net Scale	\$	<u>345.17</u>	/MBF
Hemlock, No. 4 Sawmill and better, Net Scale	\$	<u>220.17</u>	/MBF
Conifer, Utility Cull	\$	<u>1</u>	/TON
Red Alder, Sawmill, Net Scale	\$	<u>100</u>	/MBF
Red Alder, Utility Cull	\$	<u>1</u>	/TON

B-030 Payment for Weighed Loads

It is the Buyer's responsibility to send copies of weight tickets to the City and pay for weighed loads according to the same schedule described in Clause B-020. Payment for weight loads may either be on a per ton basis or on a per MBF basis, using an appropriate factor to convert tons to MBF in accordance with Clause C-070.

B-040 Guarantee of Payment

The Buyer shall guarantee payment of forest products felled and bucked through the plan of operations detailed in Clause A-360.

B-050 Billing Procedure

The City will compute and forward statements of charges provided for in the Contract to the Buyer. The Buyer shall deliver payment to the City on or before the date shown on the billing statement.

B-060 Form of Payment

Payments made to the City shall be made payable to the "City of Camas," with "Jones 2017 Timber Sale" written in the Attention section. Any other forms of payment shall be mutually agreed upon between the City and the Buyer.

B-070 Payment for Products: Damage, Theft, Loss, or Mismatch

Forest products included in this agreement that are destroyed, damaged, stolen, lost, or mismatched shall be paid for by the Buyer on demand of the City. The rates contained in Clause B-020 shall apply.

B-080 Payment Account Refund

Advance payments made under Clause B-030 remaining on account above the value for the charges shall be returned to Buyer within 30 days following the final reconciliation of charges. Refunds not made within the 30-day period will accrue interest at the interest rate of 12% computed on a daily basis until paid.

B-090 Performance Security

The Buyer agrees to furnish within 14 days of the confirmation date security acceptable to the City in the amount of \$100,000. The security provided shall guarantee performance of all provisions of this Contract and payment of any damages caused by operations under this Contract or resulting from the Buyer's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings, or certificate of deposit account assignments and must name the City as the obligee or beneficiary. A letter of credit must comply with Chapter 62A.5 RCW. Performance security must remain in full force over the duration of the Contract length. Issued surety bonds shall conform to the issuance and rating requirements in Clause A-210. The Buyer shall not operate unless the performance security has been accepted by the City. If at any time the City decides that the security document or amount has become unsatisfactory, the Buyer agrees to suspend operations and within 30 days of notification to replace the security with one acceptable to the City or to supplement the amount of the existing security.

B-100 Performance Security Reduction

The City may reduce the performance security after an operating release has been issued if the City determines that adequate security exists for any remaining obligations of the Buyer.

B-110 Excise Tax

All excise tax payments and documentation are the responsibility of the Buyer.

SECTION C: Log Definitions and Accountability

C-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by Clause A-010.

C-030 Load Tickets

The Buyer shall use load tickets as issued and directed by the Contract Administrator. The ticket books shall remain on site during active operations. Information on the load ticket should include the following: "City of Camas," Buyer's name, date, time of leaving the landing, destination, brand, species, sort (saw log, pulp, ton wood), number of logs on the load, and truck number. If required, use other identification as directed by the City to ensure accounting of forest products removed from the sale area. Each load ticket will have five color-coded copies, which shall be distributed as follows:

White: Contractor copy
Yellow: Customer/Mill copy
Pink: AKS accounting copy
Gold: Trucker/Hauler copy
White (heavy duty paper): Affix to load copy

A load ticket must be affixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

The Buyer shall account for all load tickets issued by the Contract Administrator. The City shall treat load tickets not accounted for as lost forest products as outlined in Clause D-030. All costs associated with computing the billings for lost loads shall be covered by the Buyer.

Load tickets shall be used for each load or part of a load. For example, a truck and pup combination and a short logger combination would receive two load tickets.

C-040 Scaling Rules

Determination of volume and grade of any forest product shall be conducted by an industry recognized third-party scaling organization(s) in accordance with the Westside Log Scaling and Grading Rules and Scribner Volume Table contained in the Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this Contract.

C-050 City Approval of Log Scaling and Weighing Locations

Forest product measurement and weighing facilities required by this Contract must be approved by the City. Forest products sold under the Contract that require log scaling shall be scaled, measured, or counted by a City-approved, third-party log scaling organization. Forest products sold under the Contract that require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of City approved measurement and/or weighing facilities that are at or en route to final destinations. Forest products from this sale shall be measured or weighed at facilities that are currently approved for use by the City and authorized for this sale. The City reserves the right to verify load volume and weights with City employees or contractors at the City's own expense. The City reserves the right to revoke the authorization of previously approved measurement locations.

C-060 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled, and the lower segment diameters shall be determined using actual taper.

C-070 Conversion Factors

Forest products removed from the sale area that are not measured in units specified in Clause B-020 shall be converted to board feet using a conversion factor approved by the Contract Administrator.

C-080 Branding and Painting

Logs must be branded in accordance with WAC 240-15-030(2)(a)(i) using the branding hammer supplied by the Contract Administrator. Two hammers will be provided at the beginning of operations. The Buyer shall account for all hammers issued by the Contract Administrator. All costs associated with repairing or replacing branding hammers will be covered by the Buyer.

All logs 10 inches in diameter and greater on the small end shall be branded. In addition, on loads containing logs less than 10 inches in diameter on the small end, a minimum of 10 logs shall be branded per load.

All logs shall be marked with a red paint stripe across both cross-cut ends of the log and in accordance with WAC 240-15-030(2)(a)(ii).

C-090 Load Accountability

While the sale is in progress, the Buyer will report the loads shipped each week to the Sale Administrator. This report will be submitted for the prior week on or before the close of business on the following Monday. The report shall consist of the number of loads sent to each destination used in the week and the first and last load ticket numbers used that week.

The ticket book splines shall be returned to the Contract Administrator within two days of being exhausted, or as specified by the Contract Administrator. It is the Buyer's responsibility to return the ticket book splines to the Contract Administrator.

SECTION D: Damages

D-010 Liquidated Damages

The clauses in Section D outline payments by the Buyer to the City for certain breaches of the terms of this Contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the City caused by the Buyer's breach. These liquidated damage provisions are agreed to by the City and Buyer with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damage provisions provide greater certainty for the Buyer by allowing the Buyer to better assess their responsibilities under the Contract.

D-020 Failure to Remove Forest Products

The Buyer's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the Contract term results in substantial injury to the City. The value of the forest products sold at the time of breach is not readily ascertainable. The Buyer's failure to perform disrupts the City's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, the Buyer agrees to pay the City as liquidated damages a sum calculated with the following formula:

$$LD = 0.35V - ID - P + C + A$$

Where:

LD = Liquidated Damages

- V = The unremoved value at the date of breach of Contract. The value is determined by subtracting the removal volume to date from the City's cruise volume multiplied by the Contract bid rates
- ID = Initial Deposit paid at date of Contract that not been applied to timber payments
- P = Advance payments received but not yet applied to specific Contract requirements
- C = Charges assessed for Contract requirements completed prior to breach of Contract but not paid for
- A = Administrative Fee of \$5,000

The above formula reflects the Buyer's forfeiture of the Initial Deposit in accordance with Clause B-010 by deducting the Initial Deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times \text{N}$$

Where:

- r = Daily equivalent of an annual interest of 12%
- LD = Liquidated damage value
- N = Number of days from the date of breach to date payment is received

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding, painting, and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the City can result in substantial injury to the City. Failure to properly account for loads, scaling, and/or weighing information can result in loss to the City. The potential loss from not having proper branding, painting, ticketing, scaling, and/or weighing location and accountability is not readily ascertainable. The Buyer's failure to perform can result in a loss of log weight and scale accountability, increase the potential for unauthorized removal of forest products, and increase the City's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, use of a facility not authorized for this sale, or improper submission of scaling data are impractical, expensive, time consuming, and not an adequate remedy. Therefore, the Buyer agrees to pay the City, as liquidated damages:

\$3,000 for the first load ticket that cannot be accounted for, and \$5,000 for each additional unaccountable load ticket.

\$100 for the first load of logs that does not have branding and/or paint as required in the Contract, and \$200 for each additional load of logs.

\$300 for the first load of logs that does not have a load ticket as required by the Contract, and \$600 for each additional load of logs.

\$300 for the first load ticket that has not been filled out as required by the plan of operations, and \$600 for each additional load ticket.

\$300 for the first load that is weighed or scaled at a location not approved as required under this Contract, and \$600 for each additional load of logs.

\$300 for the first log ticket summary report that is not submitted properly, and \$600 for each additional load of logs.

Four violations of any given action above will be classified as a breach of this Contract and the City can choose to terminate this Contract.

D-040 Reserve Tree Damage

a. Reserve Trees are trees required and designated for retention within the sale boundary. The Buyer shall protect Reserve Trees from being cut, damaged, or removed during operations. Damage occurs to Reserve Trees when, as a result of the Buyer's operations, the Contract Administrator determines one or more of the following has occurred:

1. One or more trunk scars (exposing the cambium layer) exceed 100 square inches.
2. The live crown is reduced by 30% of the original crown.
3. One-third of the circumference of the roots system is damaged such that the cambium layer is exposed.

Removal of designated Reserve Trees from the sale area is unauthorized and may invoke the use of Clause A-290. The Buyer is required to leave all originally designated Reserve Trees on site.

- b. If in the course of the Buyer's operations the Contract Administrator determines that a Reserve Tree has been cut, damaged, or removed, the Buyer shall provide a replacement Reserve Tree of like condition, size, and species within the sale area, as approved by the Contract Administrator to satisfy Reserve Tree requirements.
- c. If the Contract Administrator determines that suitable replacement for a Reserve Tree as described in Section b. of this Clause is not possible, the Buyer agrees to pay the City Reserve Tree liquidated damages for each Reserve Tree not replaced at the rate of \$1,000, as well as any regulatory fees that may result from such action.

D-050 Late Payments

In the event the Buyer fails to submit any scheduled payment on time, or does not pay the full amount for any payment, the Buyer agrees to suspend all operations until sufficient payment is received by the City, unless otherwise approved in writing by the Contract Administrator.

If the Contract Administrator deems that enough late payments have been made by the Buyer, it may be considered as a breach of Contract.

SECTION E: Harvesting Operations

E-010 Cutting and Yarding Schedule

Harvesting operations shall only be permitted during dry soil conditions as determined by the Contract Administrator.

E-020 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment. No logs will be ground skidded with ground-based equipment.

E-030 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

E-040 Fall Trees into Sale Area

Trees shall be felled into the sale area, unless otherwise approved by the Contract Administrator.

E-050 Buyer Harvest Plan

The Buyer shall, as part of the plan of operations, prepare an acceptable harvest plan for the sale area. The plan shall address the felling and yarding operations outlined in Clause E-090. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. The Buyer shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

E-070 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches measured on the uphill side or 2 inches above the root collar, whichever is higher.

E-080 Harvesting Equipment

Forest products sold under this Contract shall be harvested using tracked ground-based equipment (shovel, buncher, tong thrower, and/or yoder), unless authority to use other equipment is granted in writing by the Contract Administrator. Pneumatic tire ground-based equipment is not allowed.

E-090 Special Harvest Requirements

The Buyer shall accomplish the following during the harvest operations:

- a. All timber shall be yarded and hauled within 60 days of being felled.
- b. Only shovels with low ground pressure (9 psi or less) and track-mounted machines with hydraulic boom and grapple will be allowed.
- c. Shovels must be large enough to pick up one end of the log 35 feet from the machine.

- d. Ground-based equipment will not be permitted on slopes over 30%.

Felling and Bucking Guidelines:

- a. Trees shall be felled to the longest lay with respect to the overall felling lead.
- b. Cross-lead felling shall not be permitted without prior approval from the Contract Administrator.
- c. Windfalls not parallel to the falling pattern that cannot be removed first will be bucked into lengths necessary to control breakage prior to felling the standing timber. Preferred lengths of logs may have to be altered when bucking windfalls.
- d. Trees whose best lay will be adversely affected by road construction will be felled concurrently with right-of-way timber.
- e. All trees will be felled with a saw having a bar length adequate to enable the operator to control felling of the tree. Leaving posts or unequal holding wood indicates a bar of inadequate length.
- f. All trees will be limbed and topped prior to yarding to ensure slash remains scattered and not concentrated at any location. No concentrated slash piles will be allowed and are classified as any accumulation greater than 10 feet by 10 feet and 1 foot in depth.

Permission to do otherwise must be granted in writing by the Contract Administrator.

E-100 Required Removal of Forest Products

The Buyer shall remove from the sale area and present for scaling or weighting all forest products conveyed in Clause A-010 that meet the following minimum dimensions:

Species	Net bd (ft)	Log Length (ft)	Log dib
Conifer	10	12	5
Hardwood	20	16	5

The City may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of the Contract. At the City’s option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the City or a third-party scaling organization and billed to the Buyer at the Contract payment rate. All costs associated with scaling, measuring, and computing the billing will be covered by the Buyer.

E-110 Mismatch

Mismatch is defined as forest products remaining on the sale area that would have met the specifications in Clause E-100 if bucking lengths had been varied to include such products.

The City may treat mismatch as a breach of this Contract. At the City’s option, forest products that are left on the sale area may be scaled for volume by the City or a third-party

scaling organization and billed to the Buyer at the Contract payment rate. All costs associated with scaling and computing the billing will be covered by the Buyer.

E-120 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings, unless authorized in writing by the Contract Administrator.

E-121 Completion of Road Construction

All road construction, with the exception of post-haul maintenance, shall be completed and approved in writing by the Contract Administrator prior to any harvesting operations, with the exception of designated road right-of-way harvesting, unless authorized in writing by the Contract Administrator.

E-130 Protection of Residual or Adjacent Trees

Unless otherwise specified by this Contract, the Contract Administrator shall identify damaged adjacent or leave trees that shall be paid for according to Clause A-290.

E-140 Tops and Limbs outside the Sale Boundary

Tops and limbs outside of the sale boundary as a result of the Buyer's operations shall be removed concurrently with the yarding operations, unless otherwise directed by the Contract Administrator.

E-150 Additional Falling Requirements

Within the harvest area, all live stems greater than 2 inches DBH, except designated leave trees and all western red cedar, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator. Trees shall be cut below the lowest live limb and completely free of the stump. Cut trees must be on the ground and not "hung up" or leaning against leave trees. Stumps shall not exceed a 12-inch height.

Ground-based equipment shall be utilized to scatter slash and provide plantable areas based on 10-foot by 10-foot tree planting spacing, as directed by the Contract Administrator.

E-160 Required Removal of Chunks

The Buyer shall remove chunks produced at designated landings and roadside processing operations, unless otherwise directed by the Contract Administrator. Chunks are defined as cut portions of merchantable timber greater than 8 inches in diameter on the small end and greater than 1 foot in length that do not meet the specifications listed in Clause E-100. There is no required payment for removal of chunks from the timber sale.

SECTION F: Road Construction and Maintenance

F-010 Road Construction Standards and Specifications

Road Construction and associated work provisions for this Contract are incorporated in "Exhibit B."

F-020 Road Maintenance

The Buyer shall be responsible for operator road maintenance for normal wear and tear along the designated haul route during the term of the Contract. These roads shall meet the original construction or pre-haul maintenance specifications at Contract termination.

Post-haul maintenance shall be completed as specified in "Exhibit B."

If required by the City, the Buyer shall perform additional maintenance and replacement work as directed by the Contract Administrator. Buyer shall furnish a statement in a form satisfactory to the City showing the costs incurred while performing this work. Costs shall be agreed upon prior to performing the work and the City shall reimburse the Buyer for said costs within 30 days of receipt and approval of the statement.

F-030 Water Bars

The Buyer shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails, and fire trails as necessary to control soil erosion and water pollution. The Buyer shall construct water bars and apply seed and straw as specified in "Exhibit B."

SECTION G: Site Preparation and Protection

G-010 Fire Hazardous Conditions

The Buyer agrees to use their best efforts to minimize the risk of fire and any additional efforts shall be taken as determined by the Contract Administrator.

G-020 Landing Debris Clean Up

Concentrated areas of slash and other debris will not be allowed unless otherwise approved by the Contract Administrator and are classified as any accumulation greater than 10 feet by 10 feet and 1 foot in depth. Roadside landing debris shall be disposed of, at the cost of the Buyer, in a manner approved in writing by the Contract Administrator. See Clause E-160 for required removal of chunks.

G-030 Cessation of Operations for Low Humidity

During the "Closed Season," when the humidity is 30% or lower on the sale area, all operations must cease, unless authority to continue is granted by the City in writing. Additional levels of shut down shall follow the Industrial Fire Precaution Level system.

G-040 Pump Truck or Pump Trailer

The Buyer shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "Closed Season" or as extended by the City and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

G-050 Stream Cleanout

Slash or debris that enters any typed stream as a result of operations under this Contract and identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash and debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation and protects water quality.

G-060 Resource Protection

No ground-based equipment shall operate within the 50-foot Equipment Limitation Zone of any stream, unless authority is granted in writing by the Contract Administrator.

G-070 Hazardous Materials

a. Hazardous Materials and Waste-Regulatory Compliance

The Buyer is responsible for understanding and complying with all applicable local, State, and federal hazardous material/waste laws and regulations for operations conducted under this Contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification, emergency response, cleanup, and waste disposal. The Buyer shall be responsible for restoring the site in the event of a spill.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air, or land). Leaking or derelict equipment shall not be allowed onto the property and the undercarriage and exposed areas of equipment shall be cleaned of hazardous materials prior to entering the property.

c. Hazardous Materials Spill Containment, Control, and Cleanup

If safe to do so, the Buyer shall take immediate action to contain and control all hazardous material spills. The Buyer shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of oil, coolant, solvent, or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. No large quantities of bulk fuel/other hazardous materials shall be stored on site. The Buyer must be able to effectively control a container leak and contain and recover a hazmat spill equal to the largest single on-site storage container volume (HAZWOPER Regulation 29 CFR 1910.120(j)(1)(vii)).

d. Hazardous Material Release Reporting

Release of oil or hazardous materials to the environment must be reported immediately to and according to the requirements of the Washington State Department of Ecology (ECY). It is the responsibility of the Buyer to have all emergency contact information and a means of remote communication readily available for purposes of quick notification. In the event of a spill, the Buyer is responsible for immediately notifying the following:

Timber Sale Contract Administrator

DOE - Southwest Region: (360) 407-6300

G-080 Refuse Disposal

As required by Chapter 70.93 RCW, all Buyer-generated refuse shall be removed from City lands for proper disposal prior to termination of this Contract. No refuse shall be burned, buried, or abandoned on City property. All refuse shall be transported in a manner such that it is in compliance with Chapter 70.93 RCW, and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract.

Buyer

Name of Corporation

Print Name

Sign Name

Date

City of Camas

Print Name

Sign Name

Date

Title

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the _____
_____ of the corporation that executed the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses
and purposes therein mentioned, and on oath that (he/she was) (they were) authorized to execute said
instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of

My appointment expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the _____
_____ of the corporation that executed the within and foregoing instrument
and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the
uses and purposes therein mentioned, and on oath that (he/she was) (they were) authorized to execute
said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of

My appointment expires _____