

SECTION 1

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the City of Bovill is accepting sealed bids for the labor, materials, equipment, and services necessary Logging for property owned by the City of Bovill.

The area to be logged is described as follows:

SW Unit 1: approx. 25 Acres

Sealed bids will be received at City Council of Bovill City Hall, 100 Railroad, Bovill, Idaho 83806 through 3:00 p.m. prevailing local time on July 8th. No Proposals will be received or considered after that time. Bid proposals may be mailed prior to the opening to the attention of the Bovill City Clerk at PO BOX 569, Bovill, ID 83806. All mailed proposals must be received by the City Clerk prior to the bid opening time listed above and must be marked as "**Bovill Logging**" on the outside of the bid package.

Contact Information Technical Questions: email at cityofbovill@gmail.com. The questions will be answered as soon as possible or by June 30th on the website www.cityofbovill.net. Please include in the subject "**BOVILL LOGGING**" Any questions without the correct subject will be rejected.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents, to make selection of the lowest responsive, responsible, and qualified Bidder, and may require a bid bond of up to 5% of the bid amount as it may best serve the interest of the City.

SECTION 2

INSTRUCTIONS TO PROPOSERS

The City of Bovill (the "City") reserves the right to reject any and all Proposals received as a result of this Request for Proposals (RFP). Idaho statutes govern the procurement process for the City.

2.1 Modification or Withdrawal of Proposal: Any proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the City Clerk prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Request for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5 p.m. on June 28, 2022 (Pacific Standard Time), at the Bovill City Hall address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit the City to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, imprudent or which unjustifiably restrict competition. The City will consider all requested changes and, if appropriate, amend the RFP. The City will provide reasonable notice of its decision to all Proposers that have provided an address to the City. No oral or written instructions or information concerning this RFP from City employees or agents to prospective Proposers shall bind the City unless included in a written Addendum to the RFP.

2.3 Appeals of RFP/Specifications: Appeals must be in accordance with Title 67, Chapter 28 of the Idaho Code. Appeals of Specifications must be received in writing on or before 1 p.m. on June 28, 2022 (Pacific Standard Time), or within three (3) business days of issuance of any addendum, at the City address listed in Section 1 of this RFP. Appeals may not be faxed. Appeals of the RFP specifications must include the reason for the appeal and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the City for this procurement. It shall be Proposers responsibility to regularly check with the City for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (it may be on a cover letter, on the Proposal, or the Proposal Certification Form). If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the City to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Appeal of Award: The City will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Bovill City Hall and to file a written appeal of award. Any award appeal must be in writing and must be delivered by hand-delivery or mail to the address for the City listed in Section 1 of this RFP.

Only actual Proposers may appeal if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the appeal is successful. The written appeal shall specify the grounds upon which the appeal is based. In order to be an adversely affected Proposer with a right to submit a written appeal, a Proposer must be next in line for award, i.e., the appellant must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

City will consider any appeals received and:

- a. Reject all appeals and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. Sustain a meritorious appeal(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material

requirements of the solicitation and Idaho public procurement law; thereafter, the City may name a new apparent successful Proposer; OR

- c. Reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of the City.

2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **Trade Secret** under LC. § 74-107, **SUCH INFORMATION MUST BE CLEARLY MARKED AND A REDACTED COPY OF THE PROPOSAL MUST BE PROVIDED WITH THE UNREDACTED PROPOSAL.**

2.8.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

2.8.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page#, Section #/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the City Council to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law, Title 74, Chapter 1 of Idaho Code.

2.8.3 Submit a redacted copy of the Proposal with all trade secret information removed or blacked out.

2.9 Investigation of References: The City reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. The City may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by the City), or any other costs are entirely the responsibility of the Proposer and will not be reimbursed by the City.

2.11 Clarification and Clarity: The City reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: The City reserves the right to reject any and all Proposals presented or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by the City.

2.13 Cancellation: The City reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. The City may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At the City's sole option, Proposers may be required to give an oral presentation of their Proposals to the City, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the City requires presentations, the City will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by the Proposer and will not be reimbursed by the City. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals must be complete.**

2.16 Usage: It is the intention of the City to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of Proposals, the City Forester or its designee will determine the responsiveness of all Proposals before submitting them to the Council. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the Council. The City reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived, and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between the City and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the City Council or other City employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all appeals, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: The City will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractors shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the City. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing Work, are fully qualified to perform the tasks assigned to them and shall perform the Work in a competent and professional manner. Contractor shall not be

permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All proposals in response to this RFP are the sole property of the City, and subject to the provisions of Idaho Code 74-1701 et seq (Public Records Act).

2.22 Clerical Errors in Awards: The City reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of the City has a pecuniary interest in this Proposal.

2.25 Evaluation: Proposals will be evaluated by the City Council, City Forester, and potentially external representatives. The City reserves the right to modify evaluators in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Appeal of awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by the City.

2.27 Best and Final Offer: The City may request best and final offers from those Proposers determined by the City to be reasonably viable for contract award. However, the City reserves the right to award a contract on the basis of initial Proposals received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, the City may select for final contract negotiations/execution the offers that are most advantageous to the City, considering cost and the evaluation criteria in the RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing their work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Proposer Qualifications. Proposers must meet the following criteria for qualification:

- a. Have 5 years of experience in Logging
- b. Capable of producing at least 6 loads (26.5 tons/load) per day
- c. Preference will be given to using an excavator to pile slash
- d. Must carry liability, automobile, workers compensation and loggers broad form insurance in form satisfactory to City;
- e. Must be in good standing with the State of Idaho Department of Lands.

SECTION 3 SCOPE OF WORK

3.1 INTRODUCTION

The City of Bovill is seeking Proposals from contractors to provide logging services and timber hauling at the SW Unit 1 area. The City is seeking Proposals for the sale of the harvested timber - the City holds and shall retain title to any and all timber cut. The City is only seeking Proposals for the selling, harvesting and hauling of timber.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and not the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The areas of the SW Unit 1 of Bovill to be logged are in the following areas:

The harvest will cover approximately 25 acres in SW Unit 1. **Merchantable saw logs only.**

The harvest of time is expressly conditioned upon the City of Bovill receiving all necessary permits and approvals authorizing the harvest. If such permits and approvals are not obtained, no contract will be awarded.

In addition, the final size of the harvest acreage will be based upon approval from the City. As such, the final size of the harvest is subject to modification.

The awarded contract will be subject to the City Council's final approval.

It is the intent of the City that the awarded contractor will harvest the timber sale location and haul all loads to contractor-directed mills. The awarded contractor will have the "sample timber sale contract" or "own provided timber sale contract" payment split from the selected mill and payment sent to the Bovill City Hall address as listed in Section 1 of this RFP.

3.3 SCOPE OF WORK

Contractor shall furnish all labor, equipment, and materials necessary to complete work in accordance with the Scope of Work, logging specifications, Idaho Forest Practice Rules, and terms of the contract. Work will include but is not limited to preparing access roads, log harvesting, log hauling, and post-harvest cleanup. During the course of the harvest, the City may require the contractor to do other Work in the general area of the sale using equipment already on site. Such Work includes, but is not limited to, site prep and piling of brush outside of the harvest unit, installing a culvert not originally called for in the contract, and removing a small slide or blown down trees outside the harvest unit. The City specifically requests that contractor's Proposal provide the hourly rate for performance of such work. The City will be under no obligation to request any additional work, and such request shall be made by the City in its

sole discretion. If such work is requested, the City will pay the contractor according to the hourly rates submitted as part of contractor's Proposal and by written change order approved by both contractor and City.

1. **Roads** - any necessary grading pre and post-harvest.
2. **BOVILL TERMS MENU** – Follow all terms menu and agree to it in contract.
3. **Log types** – All merchantable saw logs only.
4. **Hauling**- contractor to provide mill location(s) below.
5. **Post-harvest cleanup** - The logger will be responsible for piling all the slash and woody debris generated in the harvest area preferably with an excavator to avoid unnecessary dirt in the piles.
6. **Site Visit** - A Site Visit with City of Bovill employee Dane Clark will be conducted on June 28th, 2022. All interested Proposers must meet at City of Bovill location at 9 a.m. on June 28th. Interested Proposers shall contact Christine at (208) 826-3603 in advance to confirm attendance at the site visit. The site visit is intended to allow Proposers to gain a visual of the size and scope of the project.
7. **Project Completion Deadline.** All work must be completed prior to Oct 15th, 2022 3:00 p.m.
8. **Bid Bond Requirements.** A bid bond of \$100 must accompany the bid proposal. Said funds can be in the form of a cashier's check, money order, bond, or letter of credit in a form approved by the City.
9. **All questions and answers** – All questions need to be submitted by June 28th @ 5:00 p.m. via email to cityofbovill@gmail.com. The Subject in the email should have on it “**BOVILL LOGGING.**” Clerk will post all question and answers on the RFP website page of www.cityofbovill.net no later than June 30th end of day.

This RFP further includes the following location map hereby attached and included by reference:

- Exhibit A- City of Bovill Forestry: Logging the SW Unit 1 Harvest Plan Map

3.4 Term of Contract/Project Deadline

The term of the Logging Contract shall be from the Notice to Proceed date through **Oct 15th, 2022.**

3.5 Sample Contract

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample **Logging Contract** included as Exhibit C. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or appeal of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract. City reserves the right to add to, modify or negotiate the terms or any additional terms within said contract.

**SECTION 4
EVALUATION PROCEDURE**

4.1 The City Council will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The City Council may award a contract based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the City Council, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the City Council may revise their scoring.

Written Proposals must be complete, and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). Proposers are not permitted to directly communicate with any member of the City Council during the evaluation process. All communication will be facilitated through the City Clerk.

4.2 Evaluation Criteria

Category	Points Available:
Background and Experience	0-35
Logging Plan	0-20
Equipment List	0-10
Logging and Hauling Costs	0-20
References	0-15
Available points	0-100

4.3 Once a selection has been made, the City will enter into contract negotiations. During negotiation, the City may require additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the effort it requires. If the City is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the City deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1 Contractors must observe submission instructions and be advised as follows:

5.1.1 Complete Proposals may be mailed to the below address or emailed to: cityofbovill@gmail.com. The subject line of the email must identify the RFP title “**Bovill Logging.**” Proposers are encouraged to contact the City Clerk to confirm receipt of the Proposal. If the Proposal is mailed, an original copy must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2 Mailing Address including Hand Delivery, UPS and FEDEX:

City of Bovill Attention: City Clerk
100 Railroad Ave.
PO BOX 569
Bovill, ID 83806

5.2 Background and Experience (0-35 Points):

- Description of the contractor/company.
- Credentials/experience of key individuals that would be assigned to this project. Please include a copy of any professional logger certifications.
- Description of what distinguishes the company from other companies performing a similar service.

5.3 Logging Plan (0-20 Points):

Provide a complete comprehensive logging plan to complete the scope of work as indicated in Section 3. The logging plan should be complete showing at a minimum the following: potential turnouts, if any, equipment locations, type of tree anchors used on trees, proposed timeline for scope of work, and identify equipment used for each phase of the scope of work.

5.4 Equipment List (0-10 Points):

In addition to your company's proposed logging plan, please provide a list of all equipment anticipated to be utilized in order to complete the scope of work.

5.5 Logging and Hauling Costs (0-20 Points):

Fees and fee schedules should be inclusive of all estimated expenses to provide logging and hauling under the scope of work set forth herein. Complete the attached fee schedule below.

5.6 References (0-15 Points):

Provide three (3) references from clients your company has served similar to the scope and size of this project in the past ten (5) years.

5.7 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION

Submitted by: _____

(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that it/he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no City elected official, officer, agent or employee of the City is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposers or competitors;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not submit a Proposal for the purpose of restraining trade.
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Bovill City Council.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in the RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood

that all Proposals will become part of the public file on the matter. The City reserves the right to reject any or all Proposals.

- (g)** That the Proposer holds current licenses that businesses or services operating in this state must hold in order to undertake and perform the work specified in these contract documents
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the Logging Contract.
- (i)** That the Proposer is legally qualified to contract with the City.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owned or an emerging small business.
- (k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Proposer

Non-Resident Proposer, Resident State: _____

Idaho Secretary of State Registry Number: _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone(____) _____

Email: _____ Fax: (____) _____

Contact Manager:

Name: _____ Title: _____

Phone: (____) _____ Email: _____

Exhibit A-
City of Bovill Forestry:
Logging the SW Unit 1 Harvest Plan Map
Highlighted in Yellow

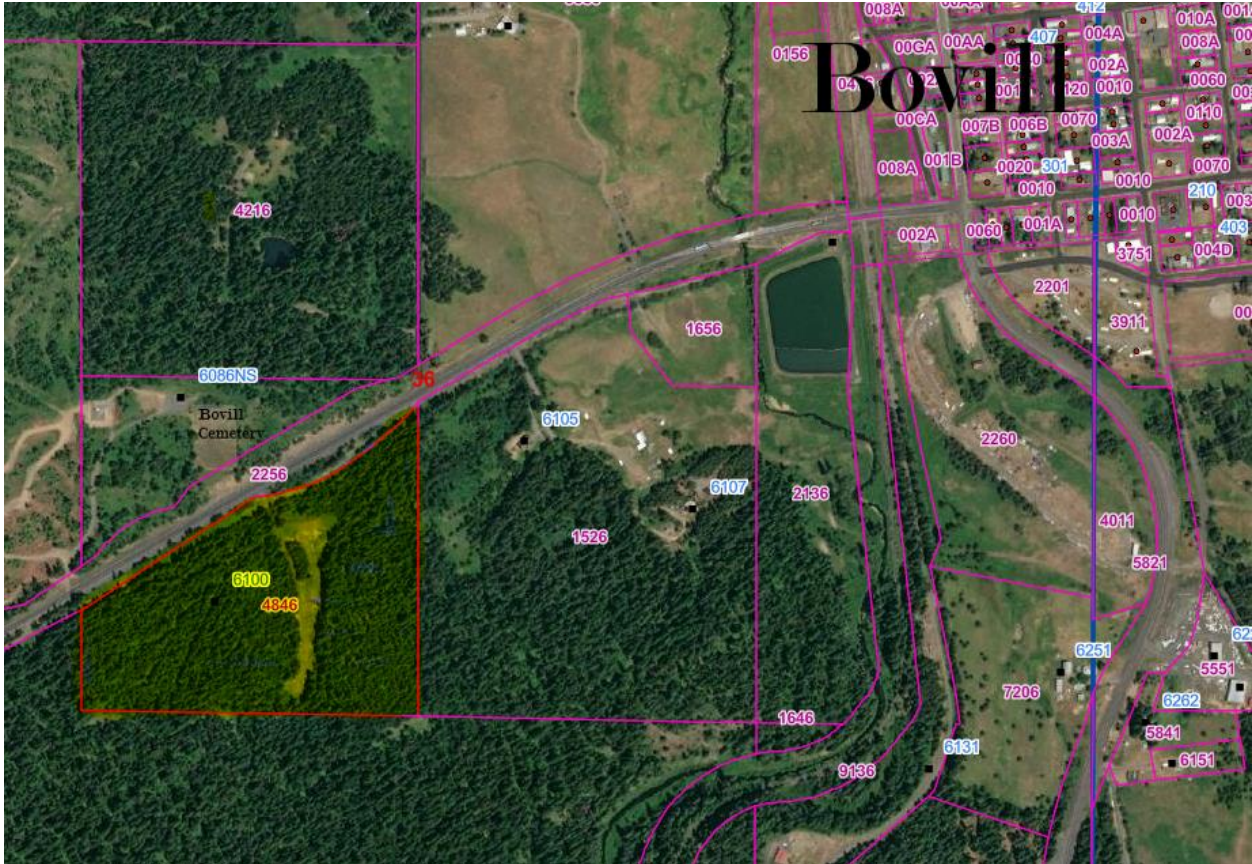


EXHIBIT B
Schedule

Site Visit (meet at Bovill City Hall)	June 28 th , 2022 @ 9:00 a.m.
Last Day for Written Questions	June 28 th , 2022 @ 5:00 p.m.
Appeals of RFP/Specifications	June 30 th , 2022 @ 1:00 p.m.
Questions and Answers posted	June 30 th , 2022 @ end of day
Proposals Due	July 8 th , 2022 @ 3:00 p.m.
City Council Meeting to choose candidate	July 11 th , 2022 @ 6:00 p.m.
Project Completion Date	Oct 15 th , 2022 @ 3:00 p.m.

EXHIBIT C
Sample Contract

LOGGING AGREEMENT

_____ hereinafter called the "Operator" and, City of Bovill hereinafter called the "Landowner", do hereby enter into this agreement on this_____.

1. **Timber:** The "Landowner" agrees that the "Operator" shall have the right to cut, remove and sell all designated merchantable timber located on the real property described in "Exhibit A", attached hereto and made a part hereof, in accordance with the terms of this agreement and the specifications of work described in "Exhibit B", attached hereto and made a part hereof.

2. **Title:** The "Landowner" represents and warrants that the "Operator" can deliver the above-mentioned timber with free and clear title. If requested, the "Landowner" shall provide proof of timber title.

3. **Work to be performed by "Operator":** The "Operator" shall cut, 'skid, land, load, and haul the designated timber to the mill or mills designated by the "Proposer". All logging work on the property will be completed by the "Operator" in a good, workmanlike manner, in accordance with the Forest Practice rules of the State of Idaho, without causing any undue damage to all marked trees and with as little disturbance to the ground as possible.

4. **Cleanup and final preparation:** The "Operator" shall yard trees and tops to the landing sites and further agrees to leave stump heights 12" or less. The "Operator" will make every effort to minimize concentrations of slash on the forest floor. Landing debris shall be piled in safe, burnable piles.

5. **Amount and timing of log scale payments:** The amount of payments shall be computed from the scale bill or weight bill received from the designated buyers to which the logs will be delivered. The "Proposer" has already established a standing purchase order to deliver saw logs to_____.

6. **Log scale proceeds:** The "Operator" shall receive the following payment for work performed under this agreement: Bovill Logging:

Sawlogs Delivered:

Pulp Logs Delivered:

All payments are distributed through the purchasing mill(s).

7. **Scaling and weight:** Bovill shall maintain complete and accurate scale and weight records covering all logs removed and sold during the terms of this agreement. The "Operator" will provide the Agent copies of all truck tickets. Saw logs shall be measured and paid according to Scribner Scale governed by local

bureau standards. Tonwood and Pulp logs shall be measured by weight using mill scales. All logs will be 100% scaled, and logs will be scaled at the sawmill by log scalers retained by the sawmill.

8. Relationship and Indemnification: It is expressly understood that, except for the limited purpose of effecting this agreement, the "Operator" is in no way the agent of the "Landowner". The "Operator" will hold the "Landowner" and the Agent harmless from any action or cause of action for personal injury or property damage that may occur to the Agent, "Landowner", "Operator" or any third party as a result of logging on said property or while any work is being performed under this agreement. The "Operator" shall at all times maintain the following insurance requirements and shall furnish the City of Bovill with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All Certificates shall provide for written notice to the "Landowner" upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the City of Bovill, agents, officials, and employees as additional insureds and shall protect the Operator and the City of Bovill from claims for damages which may arise from operations under this contract whether such operations be by the Operator, his employees, subcontractors, agents or guests. All policies shall contain a waiver of subrogation coverage or endorsements. Failure of the City of Bovill to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the City of Bovill to identify a deficiency from evidence that is provided shall not be construed as a waiver of Operator's obligation to maintain such insurance. Failure to maintain the required insurance may result in the termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the City of Bovill.

- a. **Commercial General Liability** Insurance Operator shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the City of Bovill and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability issued under an insured contract including the tort liability of another assumed in a business contract.
- b. **Automobile Insurance** The Operator shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.
- c. **Workers Compensation** The Operator shall maintain workers compensation insurance in the amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease-each employee; and \$500,000 Bodily Injury by Disease-Policy Limit. Workers' Compensation as required under the laws of the State of Idaho.
- d. **Loggers Broad Form** - Property Damage Liability Insurance with minimum limits of \$1,000,000 per occurrence.

9. **Liens:** The "Operator" covenants and agrees that it will not permit any liens of any kind or character to attach to any of the timber or logs removed from the described property, and that it will pay promptly without delinquency any and all of its obligations which could result in a lien on said property.

10. **Term:** The term of this agreement shall be for 6 months from the date first written above and can be terminated without cause by either party at any time.

11 **Assignment:** This agreement may not be assigned by "Operator" without the prior written consent of "Landowner".

//Signatures to Follow//