STATE OF IDAHO LOGGING SERVICE CONTRACT
«Sale_», Sloans Yarder LS GNA Ton

Project Name: Sloans Yarder LS GNA Ton Project Number: «Sale_»

THIS CONTRACT is entered into this «Sale_Day» day of «Sale_Month», 20__, by and between the State of Idaho, acting through the State Board of Land Commissioners, the Idaho Department of Lands (IDL) and The USDA Forest Service (USFS) hereinafter referred to as the State, and «Purchaser_Name», of «Purchaser_Corp_Address», «Purchaser_Corp_City», «Purchaser_Corp_State» «Purchaser_Corp_Zip», hereinafter referred to as the Contractor.

On the «Sale_Day» day of «Sale_Month», 20__, pursuant to due notice and hearing and in full compliance with Senate Concurrent Resolution (SCR) 126 passed by the 2015 Idaho Legislature, the GNA Agreement between the State of Idaho, IDL and the USDA Forest Service Payette National Forest, the State offered to the lowest bidder through sealed bid, the Service work described in Schedule A. below along with the timber herein described valued at $____ per ton payable upon execution, lump sum, to Idaho Department of Lands. The Contractor above named made the lowest bid in the estimated sum of {payment amount here by Acres/Tons}. Successful bidding Contractor has 30 days from the date of sealed bid opening to execute this contract which is conditioned upon all necessary payments, establishment of surety, verification of minimum insurance requirements and filing of required Federal forms.

The Contractor has had the opportunity to inspect the Service work and the forest products and enters into this contract in reliance on the Contractor's own examination and not by reason of any representation by the State. The State does not warrant the time or materials required to perform satisfactory completion of the service work included in this contract or the merchantability, condition, quantity, quality, or grade of forest products. The products are conveyed "as is".

In consideration of and subject to the mutual covenants and promises herein contained, the State and Contractor hereby agree to the following:

I. Timber to be purchased by Contractor lump sum

Species	Price/Ton	Estimated Weight
Mixed Sawlogs	$_____	8,199 tons
	TOTAL:	8,199 tons

II. Service work to be completed and paid to Contractor

See attached Schedule A.

on the following described land:

Subdivision	Section	Township	Range
«Subdivision»	«Section»	«Township»	«Range»

A map representing the Project boundary, service work/payment units, and other information is attached hereto as exhibit A and incorporated herein by reference.

SERVICE ACREAGE: 117 acres
EXPIRATION DATE: 30 November, 2027

It is further agreed between the parties as follows:

1. BID DEPOSIT: The Contractor has secured his bid adequately with a Bid Deposit in the amount of $1,000, as a guarantee of contractors willingness and ability to perform the burden of the contract, in the form of {Fill in applicable -bid bond, certified check, Cash or bank draft}. This Bid Deposit shall be returned to the Contractor upon filing of a Performance Bond as required in section 2. Below. Should contractor fail to secure an acceptable Performance Bond, the Bid Deposit shall be held as liquidated damages to the State. the Contractor shall not be entitled to any interest on the Bid Deposit.

2. PERFORMANCE BOND: Upon execution of this contract, the Contractor shall file, with the State, a bond in the principal sum of $25,000 {determined by risk level: $10000/$25,000/$50,000} in favor of the State. The bond shall be in a form acceptable to the State, conditioned upon the Contractor's good faith compliance with all provisions of this contract, and all terms and conditions imposed by the State. Upon failure of the Contractor to maintain a bond in full force at all times during the life of this contract, the State shall have the right to cancel this contract. If a letter of credit is submitted in lieu of a bond, a substitute bond, a new credit, or an extension of the expiration date of the existing credit must be received by the State 30 days before the expiration of the credit; failure to provide this replacement 30 days prior to the expiration of the credit shall constitute a breach of this contract and shall be grounds for the State to present said credit for payment.

3. SERVICE WORK PAYMENTS AND HOLDBACKS: Payment(s) shall be made to the Contractor following satisfactory completion of all Contract requirements and as described in the attached Schedule A. Payment(s) will be at the rate(s) set forth in Schedule A. Total Contract payments shall not exceed {$ fill in appropriate NTE here}. All payments will be made according to Idaho Code Section 67-2302. The State shall withhold 15%, of aggregate payments to ensure complete and acceptable compliance of all contract requirements. Any holdback will be released in part or in whole upon written acceptance of the State (Forester-in-charge). Contractor shall not be owed interest on any payment holdback.

4. ELECTRONIC REMITTANCE REQUIREMENTS: Pursuant to Idaho Code Section 67-2026, contract payments of $100,000.00 or greater must be paid by electronic funds transfer (EFT) as outlined in the Idaho State Treasurer's Electronic Remittance Guide. The Contractor may, at his option, make payments less than $100,000.00 by EFT. Failure by the Contractor to make payment by EFT, when required, may result in damaged assessed by the Idaho State Treasurer's Office.

5. DAMAGES ASSESSED FOR UNAUTHORIZED CUTTING: The cutting or harvest of trees shall be in adherence to requirements as established in section {42} below. If a tree not authorized for removal is cut or destroyed by the Contractor, his agents, employees or subcontractors, as determined by State (Forester-in-Charge), the Contractor shall be assessed a penalty of $250 per unauthorized tree cut. If an unauthorized tree is cut and an acceptable replacement is available per the terms in section {42} below, the penalty for such breach may be reduced to $25 per tree. In addition, state may charge the Contractor for failure to remove trees designated for removal at a rate of $250 per tree or as designated by State (Forester-in-Charge).

6. DAMAGES ASSESSED FOR UNAUTHORIZED ACTIVITY: If the Contractor, his agents, employees, or subcontractors conduct any operation(s) during a period when he has been notified in writing by the State (Forester-in-charge) not to conduct such operation(s), the Contractor will be assessed damages of $1,000.00 for each day the operation(s) continues. Subsequent or continued violation shall constitute authorization to terminate the contract.

7. SCALING AND LOAD ACCOUNTABILITY PROCEDURES:

   a. State may require all loads of logs to be weight scaled at a certified scale and truck scale tickets submitted to the State.

   b. Contractor shall give the State at least 3 business days written notice prior to removing forest products from the sale area. The notice shall include the destination of all forest products to be removed. Such notice shall be required prior to the initial hauling of forest products and subsequent hauling following an operation shutdown The Contractor shall notify the State (Forester-in-charge) prior to hauling on weekends or holidays.

c. Title and interest to the forest products purchased hereunder shall remain with the Federal Government until removed from the sale area and payment made for the quantity removed.

d. Load ticket usage and damages assessed for non-compliance shall be in accordance with written Instructions for Using Load Tickets which are attached hereto as **Exhibit B** and incorporated herein by reference.

e. Contractor is required to brand and paint all loads of material following the guidelines in attached **Exhibit C**: Use of Timber / Branding and Painting Instructions.

8. CUTTING LIMITATIONS: The advertised volume of forest products to be removed from the Project area is an approximation of the project commercial volume. The Contract shall not be terminated when the advertised volume is reached; it shall be completed in accordance with the prescription designed for the project area. Conversely, no additional forest products shall be made available if the volume removed is less than the advertised volume. The State retains the right to adjust the harvest prescription for purposes of protecting the site after notifying the Contractor, documenting the justification, and receiving Land Board approval.

9. WARRANTIES OF THE CONTRACTOR: Contractor warranties that it is fully qualified to act as the Contractor and shall maintain and be solely responsible for all licenses, permits, or other authorizations necessary to perform as the Contractor. The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed and that all Contract documents and Terms are complete, accurate, adequate, consistent and sufficient. The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the work will strictly conform to the requirements of the Contract documents. Any work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defects caused by abuse by the State or it's representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

10. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties that this Contract does not create an employer/employee relationship. Furthermore, the State is in no way associated or otherwise connected with the performance of any service under this Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Contract. The State does not assume liability as an employer.

11. BREACH OF CONTRACT: In the event the Contractor violates or breaches any terms of this contract, the State shall have the right to suspend operations of the Contractor hereunder by order of the State (Forester-in-charge) followed by written notice. If such breach is not remedied within 30 days after such written notice, the State may terminate this contract as referenced in Section 17. below, and the Contractor shall have no further rights.

12. SECURITY AGREEMENT: The Federal Government (secured party) hereby retains a security interest in the forest products sold to the Contractor (debtor) under this contract and any subsequent modifications of this contract. The collateral shall consist of all forest products, including timber cut or to be cut, as described at the location identified in this contract or any addendum attached hereto. Rights, liabilities, and breach of contract by the Contractor shall be determined in accordance with this contract. Signature of the parties to this contract shall constitute express approval of this security agreement.

13. CONTRACT PERIOD AND EXTENSION: All Service work designated shall be completed and forest products purchased hereunder shall be cut and removed from the described premises prior to «Expiration_Date», unless an extension is granted by the State as provided by State Board of Land Commissioners policy. At the end of the period or the last extension thereof, all forest products remaining upon said premises shall be the property of the applicable Federal Agency, and Contractor's right to go upon said lands for the purpose of cutting and/or transporting any forest products shall terminate.

14. MODIFICATION: This Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. ASSIGNMENTS AND SUBCONTRACTING: This contract shall not be assigned without prior written approval of the State. Such approval shall not be unreasonably withheld. Within the Plan of Operations as outlined in Section 26. Below, Contractor shall notify the State of its intent to utilize sub-contractors for any portion of the service work contemplated by the Contract. The State (Forester-in-Charge) must approve any use of sub-contractors in advance. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. Contractor is responsible for ensuring that any assignee, transferee, or subcontractor is subject to all of the terms and conditions of this contract as fully set forth. The Contractor shall be, and remain, liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor

16. CANCELLATION: The Director, upon written request by the Contractor, may terminate this contract if the Contractor's performance is enjoined or otherwise prevented by judicial order either preliminarily or permanently, with no penalty to the Contractor. No cancellation, termination, or forfeiture under any provision of this contract shall relieve the Contractor or its surety or sureties from liability to pay all costs and assessments due or payable under this contract at the time of such cancellation, termination or breach of contract. Contractor may request re-imbursement of payments made for forest products not harvested and removed if the Contract is cancelled or terminated for no cause of the Contractor.

17. CONTRACT TERMINATION

a. Termination for cause with notice

i. The occurrence of any of the following events shall be an Event of Default under this Contract:

1) A material breach of any term or condition of this Contract; or

2) Any representation or warranty by Contractor in this Contract proves to be untrue or materially misleading; or

3) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

4) Any default specified in another section of this Contract.

ii. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from State's placement of a new Contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

iii Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

1) Exercise any remedy provided by law or equity;

2) Terminate this Contract and any related Contracts or portions thereof;

3) Impose liquidated damages as provided in this Contract;

4) Suspend Contractor from receiving future bid solicitations;

5) Suspend Contractor's performance;

6) Withhold payment until the default is remedied.

7) Take action to recover damages from the Contractors surety or sureties

8) Liquidate all payments made for forest products harvested or to be harvested.

b. Termination for cause without notice

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

c. Termination for Convenience

i. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.

ii. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

1) Stop work.

2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.

3) Terminate all subcontracts to the extent they relate to the work terminated

4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

iii. Unless otherwise set forth, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

1) The Contract price for Deliverables or services accepted by the State and not previously paid for; and

2) The total of:

a) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid:

b) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and

c) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

iv. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. Termination for fiscal necessity

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative {or Federal} appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgement, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds

were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general special, incidental, consequential or other damages resulting therefrom.

e. Termination for Unacceptable Performance of the Contractor

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the State the right to terminate the Contract. Such termination shall not affect any rights of the State for recovery of damages from any payment for services due Contractor herein before provided for in any action at law or in equity. Contractor shall conduct operations as mutually agreed in written Plan of Operations as required in section 26. below, failure to conduct operations as agreed in the Plan of Operations shall be deemed un-acceptable performance.

18. RESPONSIBILITY:

a. The Contractor agrees to conduct its activities upon the premises so as not to endanger any person thereon and in accordance with Idaho Minimum Safety Standards and Practices for Logging.

b. The Contractor shall assume the liability for any damages, including damages caused by fire, or injury which results from the logging or service work operations, and shall indemnify, save harmless and defend regardless of the outcome the State of Idaho, its officers, agents, and employees from the expenses of and against all suits, actions, claims, or costs and expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations, neglect, or misconduct of the Contractor, his employees, subcontractors, agents, or guests; or from any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

c. The Contractor shall obtain and retain in force for the duration of this contract a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Contractor shall be primary insurance. The insurance policies shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this contract whether such operations be by the Contractor, the Contractor's employees, subcontractors, agents, or guests. Each policy shall provide for a limit of not less than $1,000,000 combined single limit per occurrence and not less than $2,000,000 in the aggregate.

d. The Contractor shall carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Contractor.

e. Upon execution of this contract, the Contractor shall furnish a copy of insurance policies and insurance certificates showing proof to the State of current coverage. All insurance policies and certificates must be signed copies. The Contractor will keep in force all required insurance until termination of this contract.

f. The Contractor shall be required to give the State 30 days' written notice prior to expiration or material change of any or all insurance policies and immediate written notice upon cancellation of any or all policies.

g. Contractor shall notify State (Forester-in-charge) within 8 hours of any lost time personal injury accident or, in the case of any accident or vandalism, at the time Contractor notifies law enforcement authorities. Contractor shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate an investigation.

h. If required by Applicable Federal Agency, the Contractor must complete and deliver to the State (Forester-in-charge) forms AD-3030-FS and AD1048-F, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of these forms may be obtained electronically at: http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms

19. FIRE:

a. Under this contract, "Contractor's Operations" shall include activities of or use of equipment of Contractor, Contractor's employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on Federal lands.

(1) Operations Fire: An "Operations Fire" is a fire caused by the Contractor's operations that is not caused by the negligence or fault of the Contractor's operations. Contractor shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations. Contractor shall assume a financial liability of $5,800.00 per Operations Fire.

(2) Negligent Fire: A "Negligent Fire" is a fire caused by negligence or fault of the Contractor's Operations. If Contractor's Operations are willfully or negligently responsible for the starting or existence of such fire, Contractor shall be liable for the costs incurred by the USFS, state, or its authorized agencies in controlling or extinguishing the same.

(3) Other Fires on the General Sale Area. Forest Service shall pay Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Contractor.

b. For all other fire requirements refer to Rules Pertaining to Forest Fire Protection, IDAPA 20.04.01.

20. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

21. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract

22. WAGE AND LABOR COMPLIANCE: For The duration of the Contract, the Contractor attests to the following:

a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;

b. Contractor was in compliance with all labor laws;

c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full;

d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

23. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS: Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

24. ROADS:

a. Any temporary roads constructed on Federal Land for removal of forest products described herein shall be constructed only on such locations authorized and to such standards as specified in this contract. All merchantable forest products within the right-of-way shall be felled prior to earth moving operations. No forest products or stumps shall be buried in a road fill.

b. The State and the applicable Federal Agency hereby reserve right of ingress and egress on such roads for the purpose of management, so long as the exercise of such reserved rights does not materially interfere with operations of the Contractor under this contract.

c. All roads used and maintained on Federal Land by the Contractor herein shall, at the termination of this contract, revert to the applicable Federal Agency in their improved condition.

d. Road maintenance work performed by the Contractor will be inspected by the State (Forester-in-charge) upon completion, and acceptance will be given when it is determined maintenance complies with contract specifications.

e. This contract shall not be cancelled until road requirements are satisfied. Roads shall not be used when operations will cause undue damage or necessitate excessive maintenance.

25. APPOINTMENT OF REPRESENTATIVES: The State shall, each year or at such time as operations commence, designate a Forester-in-charge of Project administration. Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to all operations and who will be available on the project area at all reasonable times for consultation with the Forester-in-charge.

26. PREWORK CONFERENCE: The Contractor shall arrange with the State (Forester-in-charge) to review this contract and to examine the sale area before beginning any operation. A written Plan of Operation shall be developed and agreed upon between the State and the Contractor before beginning any operations. Contractor's operations must conform to the written Plan of Operations at all times, Contractor's failure to conform to the Plan of Operations shall constitute breach of this Contract.

27. STRUCTURES, CAMPING AND TRASH CLEAN-UP: Any logging camp or other structure temporarily erected on Federal land in conjunction with this sale must have the prior approval of the appropriate Federal agency, and the Contractor shall abide by all terms of a permit issued therefore. Contractor's personnel may, with written approval from the appropriate Federal agency, camp during the Contract period on Federal Land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth and be in compliance with Federal rules and regulations for fire prevention. The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this Contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the State (Forester-in-Charge) and shall not affect any rights of the State, or Federal agency for the recovery of costs of the cleanup.

28. EQUIPMENT AND WASTE MATERIALS: All equipment shall be removed from Federal land prior to Project cancellation. Waste materials from logging operations such as crankcase oil, filters, grease, and all containers, machine parts, wire rope and other matter foreign to the natural woodland environment, shall be removed from Federal land and disposed of at the end of each day's operation. Any wastes remaining shall be removed by the State at the expense of the Contractor.

29. COMPLIANCE WITH FEDERAL LAW, RULES AND REGULATIONS OF THE STATE BOARD OF LAND COMMISSIONERS, AND IDAHO CODE: The Contractor shall comply with all laws and regulations of the United States, and all State laws and rules including without limitation the following:

a. The Idaho Forestry Act, Idaho Code, Title 38, Chapter 1.

b. Rules Pertaining to Forest Fire Protection, IDAPA 20.04.01.

c. The Idaho Forest Practices Act, Idaho Code, Title 38, Chapter 13.

d. The Idaho Stream Channel Alteration Act, Idaho Code, Title 42, Chapter 38.

e. The Standard Log Scaling Law, Idaho Code, Title 38, Chapter 12.

f. Transportation of Forest Products, Idaho Code Sections 18-4628, 18-4628A, 18-4629, and 18-4630.

g. The Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.) Except for None determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

h. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

i. The Endangered Species Act of 1973 (16 U.S.C. 1531-1544, 87 Stat. 884).

j. The Clean Water Act of 1972 (33 U.S.C. 1251 et seq.).

k. The National Historic Preservation Act of 1966 (89-665; 54 U.S.C. 300101 et seq.).

l. The William-Steiger Occupational Safety and Health Act of 1970

30. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault of negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

    Should operational delay due to legal action or an unforeseen catastrophic occurrence materially change the value of forest products removed or significantly increase logging or service work costs for this contract, the Contractor may make a written request to the State for a contract modification which would make allowances for these conditions.

31. CIVIL RIGHTS: Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to ensure that subcontractors and vendors are bound by this provision.

32. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under this agreement exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

33. OWNERSHIP OR OPERATION BY CHINA: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

34. BOYCOTT OF VARIOUS INDUSTRIES Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

35. PROHIBITED CONTRACTS: No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

36. GOVERNING LAW: This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

37. ATTORNEYS' FEES: In the event suit is brought or an attorney is retained by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover

reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

38. NON-WAIVER OF SOVEREIGN IMMUNITY: In no event shall this Contract or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for IDL. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

39. USE OF THE STATE OF IDAHO NAME: Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

40. NON-WAIVER: The failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, or in any way affect the validity of this Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

41. INTERPRETATION: The paragraph or section headings are provided solely for the convenience of reference and are not intended to alter, limit or define the intent of the parties as expressed by the remainder of the text.

IN WITNESS WHEREOF, The parties hereto have caused these Presents to be duly signed and executed the day and year first above written.

STATE OF IDAHO acting through the
STATE BOARD OF LAND COMMISSIONERS

_____
Idaho Department of Lands Representative

_____
Print Name

_____
Title

As the Contractor or the Contractors's Representative, my signature certifies and declares under penalty of perjury that I am duly authorized to sign this Logging Service contract and that I have knowledge of the facts and terms set forth in this instrument.

«Purchaser_Name»
Contractor

_____
Contractor Signature

_____
Print Name

_____
Title

_____
Contractor Signature

_____
Print Name

_____
Title