

## **SORT SALE CONTRACT - COLUMBIA COUNTY, OREGON**

SALE NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

### **Section 1000. Signatures of Contract Parties.**

This Contract (the "Contract") is by and between Columbia County, Oregon, acting by and through the Board of Commissioners ("COUNTY") and \_\_\_\_\_.

("PURCHASER"). The Contract shall be effective as of the latest date signed below. The parties do hereby agree as follows:

- (1) Signature of County means he/she is a duly Authorized Representative of Columbia County and is authorized by County to make all representations, attestations, and certifications contained in this Contract and all addenda, if any, issued, and to execute this Contract document on behalf of COUNTY;
- (2) Signature of PURCHASER means he/she is a duly Authorized Representative of the PURCHASER, has been authorized by the PURCHASER to make all representations, attestations, and certifications contained in this bid/proposal document and all addenda, if any, issued, and to execute this bid/proposal document on behalf of PURCHASER;
- (3) PURCHASER, acting through its Authorized Representative, has read, understands, and agrees to all Contract instructions, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if and, issued);
- (4) PURCHASER is bound by and shall comply with all requirements, specifications, and terms and conditions contained in this Contract document (including all listed attachments and addenda, if any, issued);
- (5) PURCHASER shall comply in all respects with the terms of the resulting agreement upon award.

IN WITNESS WHEREOF, Columbia County, Oregon hereby awards the Contract to the Purchaser for the item(s) contained in the Contract, including all terms, conditions, and specifications. The Parties have affixed their signatures as of the latest date indicated below.

COUNTY:  
Columbia County, Oregon

PURCHASER:  
(Purchaser Name)

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature or Purchaser Authorized Representative)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL**

### **Section 1010. Definition of Terms.**

Authorized Representative – a representative of the PURCHASER authorized to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this Contract.

Bidder – is a person, business, corporation, or other entity recognized by the COUNTY that submits a bid to enter into a contract with the COUNTY to purchase forest products.

Bunk – a bed for logs with a pair of stakes at each end.

Contract – the entire written agreement between the parties, including but not limited to the Notice of Log Sort Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms and conditions, change notices, if any, and the accepted bid.

COUNTY – Columbia County, Oregon, Board of Commissioners or a duly Authorized Representative of the Board of Commissioners.

Foreign Material Log – a log containing foreign material as defined in the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group).

Major Catastrophes – windstorms, floods, fire, landslides, or other acts of God, which are beyond the control of PURCHASER and in no way connected to negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors.

MBF – thousand board feet

Operations – all the activities conducted by LOGGER under this Contract, including Project Work, logging, or post harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract.

Operations Plan – the document by which LOGGER notifies COUNTY of the plans and schedule for completing the Operations described in the Contract. It also contains the names of the subcontractors, LOGGER's Authorized representatives, and COUNTY's Authorized Representatives.

Pulp – any log (tops only) that does not meet the minimum requirements for saw log or pole, as designated by COUNTY.

Purchase Price – for each log species sold on a log sort basis, "Purchase Price" is defined as the price listed in Section 1740, "Log Prices and Log Sort Specifications."

PURCHASER's Authorized Representatives – the representatives authorized by PURCHASER to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take action required in regard to performance of PURCHASER under the Contract.

TPSO (Third Party Scaling Organization) – a scaling organization not affiliated with either the LOGGER or COUNTY.

Woods Log Ticket Book – a book issued by the COUNTY used for log load accountability. In each book there are sequentially numbered multipart pages (tickets). Each page is a four-part form. Each of the four parts, on each page, has the same identifying number. The four parts are:

PURCHASER

Goes to the Sort Sale purchaser.

TRUCKING

Retained by the log truck driver.

LOADING

Stays with load and is returned to County with scaling information when the load is scaled (measured) the Loading Receipt is transferred to the Scaling Bureau's printout of the log breakdown of the load. This log breakdown (which shows number of logs, grades of logs, and board feet volume), is sent to Columbia County at 230 Strand Street, St. Helens, Oregon 97051

AGENCY

Stays in the Woods Receipt Book.

**Section 1020. Sale of Logs.** Under the terms and conditions of this Contract, COUNTY sells to PURCHASER and PURCHASER buys from Columbia County, Oregon logs designed and described in Section 1740, "Log Prices and Log Sort Specifications" which for all purposes of this Contract is hereinafter referred to as "logs".

This is a sale of County Timber and logs sold under this Contract must not be exported from the United States. PURCHASER must comply with the provisions of the Forest Resources Conservation and Shortage Relief Amendments act of 1993, which authorizes Oregon and other western states to prohibit the export of unprocessed logs from public lands, and with ORS 526.831, in disposing of logs from this log sale.

**Section 1030. Title to Logs.** The ownership of and title to the logs shall pass to PURCHASER before the logs are scaled following delivery to PURCHASER.

**Section 1040. Quality and Quantity of Logs.** COUNTY makes no guarantee or warranty to PURCHASER as to the quality or quantity of the logs.

Further, COUNTY makes no representation, warranty, or guarantee accuracy of any information either provided by COUNTY or made available by COUNTY under the Public Records Law with respect to this Contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the PURCHASER's computation of its bid for this Contract.

**Section 1050. Examination of Contract.** PURCHASER acknowledges and agrees that, before submitting a bid, PURCHASER has made a careful examination of the terms and conditions of the Contract. COUNTY will in no case be responsible for any loss or for any unanticipated costs that may be suffered by PURCHASER as a result of PURCHASER's failure to acquire full Contract information in advance of submitting a bid.

## **COMMENCEMENT AND COMPLETION OF CONTRACT**

**Section 1110. Commencement of Log Deliveries.** PURCHASER shall not be eligible to relieve logs under the Contract until COUNTY provides written notification to PURCHASER that COUNTY has received and accepted the following:

- (a) The payment bond required under Section 1230, "Payment Bond"; and
- (b) A fully executed original of the Contract.

**Section 1120. Completion Date of Contract.** COUNTY or its designated agent will deliver all logs sold under this Contract to PURCHASER between May 15, 2023, and October 31, 2023.

## **BONDING**

**Section 1230. Payment Bond.** PURCHASER shall furnish a payment bond (or blanket payment bond for multiple Contracts) acceptable to COUNTY guaranteeing payment for all logs received from COUNTY. PURCHASER shall keep the payment bond in effect during the term of the Contract, until released by COUNTY. County shall release payment bond upon thirty (30) calendar days after County has determined Purchaser has fully performed in accordance with the Contract. Payment bonds may be in the form of one or more of the following: surety bonds, cash, cashiers of certified check, money order, assignment of surety, irrevocable letters of credit, or other securities determined acceptable to the County. Surety bonds (including riders) must be written by a surety company authorized to do business in the State of Oregon, on a form provided by COUNTY. PURCHASER's bond shall be in an amount of 20% of the total bid value (Bid Price per MBF x Appraised Volume), rounded up to the nearest thousand.

## **GENERAL TERMS AND CONDITIONS**

**Section 1320. Assignment of Contract.** PURCHASER shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part without the prior written consent of COUNTY. COUNTY will consent only when assignment is consistent with the COUNTY's fiduciary duties. No such written approval shall relieve PURCHASER of any obligations under this Contract, and any transferee

shall be considered the agent of the PURCHASER and bound to perform in accordance with the Contract. PURCHASER shall remain liable as between the original parties to the Contract as if no assignment had occurred. PURCHASER agrees to pay COUNTY a \$250 administrative fee for processing each assignment. Also, PURCHASER shall pay additional transportation costs, as determined by COUNTY, if the transferee's delivery location requires a longer haul route than the original haul route for the sort.

**Section 1355. General Indemnification.** PURCHASER shall indemnify, defend and hold harmless the COUNTY, their officers, agents, employees, and members ("Indemnified Parties") from all claims, suits, actions, or liens of any nature resulting from or arising out of the activities of PURCHASER or its subcontractors, agents, or employees under this Contract, including any claim based upon an alleged failure to obtain any necessary Permit, license, or approval, Benefits, Old Age Benefits, including FICA, or tax withholding laws.

**Section 1360. Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**Section 1365. Waiver.** Failure of COUNTY to enforce and provision of this Contract shall not constitute a waiver of relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this Contract.

**Section 1370. Choice of Law and Venue.** This contract shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (or any agency or department of Columbia County, Oregon) and Purchaser that arises from or relates to the Contract shall be brought and conducted solely and exclusively with the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by Columbia County, Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States, or otherwise. **PURCHASER, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**Section 1380. Entire Agreement; No Modification.** This Contract consists of the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms and conditions, Exhibits, Operations Plan, change notices, if any, and the accepted bid. No waiver, consent, modification, or

change of terms of this Contract shall bind either party, unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. PURCHASER, by the signature of its Authorized Representative, in "Signatures of Contract Parties," hereby acknowledges that she/he has read this Contract, understands it, and agrees to be bound by its terms and conditions.

## **CONTRACT CHANGES: EXTENSIONS, MODIFICATIONS, SUSPENSIONS, CANCELLATIONS, DELAYS, AND DEFAULT**

**Section 1510. Causes Beyond Control.** Neither party of this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, public enemy, and/or war which is beyond that party's control. COUNTY may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

In the event a cause or causes beyond the control of PURCHASER impact PURCHASER's ability to continue to perform under this Contract, COUNTY may grant a reasonable extension of time but shall not additionally compensate PURCHASER.

**Section 1530. Extension of Time.** Contract extensions and any other conditions subject to the extension that are agreed to by the County must be formalized in writing and signed by Purchaser and County, and attached to this Log Sale and Purchase Contract as an addendum.

**Section 1540. Contract Modifications.** Modifications to the term of this Contract must be in writing and signed by PURCHASER and COUNTY to become effective.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

**Section 1660. Tax Liability.** COUNTY makes no representations concerning tax liability or consequences arising from this sale of County logs. It is PURCHASER's sole responsibility to determine what tax liability may be incurred as a result of purchasing County logs. PURCHASER shall be responsible for paying all applicable timber harvest or severance taxes and shall indemnify and hold harmless the COUNTY against any tax claims arising from the purchase of County logs.

**Section 1670. Compliance with Tax Laws.** By execution of this Contract, the undersigned is authorized to act on behalf of Purchaser and that Purchaser is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

## **PAYMENTS**

### **Section 1720. Payment Method and Schedule.**

PURCHASER shall make payments to COUNTY and to COUNTY's Logging Services Contractor (hereinafter referred to as COUNTY's Contractor) for logs delivered to PURCHASER, as indicated in Section 1740, "Log Prices and Log Sort Specifications". **Any payments shall include reference to the Log Sale Contract number.**

Payments sent to COUNTY shall be sent to

Columbia County  
230 Strand Street  
St. Helens, Oregon 97051

Payments sent to COUNTY's Contractor shall be sent to:

Evenson Logging Company  
476 North Nehalem Street  
Clatskanie, Oregon 97016

PURCHASER shall pay COUNTY and COUNTY's Contractor at minimum twice per month. For example: by the tenth (10<sup>th</sup>) day and twenty-fifth (25<sup>th</sup>) day of each month. Payments due by the twenty-fifth (25<sup>th</sup>) shall be for logs delivered and scaled from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month. Payments due by the tenth (10<sup>th</sup>) shall be for logs delivered and scaled from the sixteenth (16<sup>th</sup>) through the last day of the preceding month. PURCHASER may give COUNTY its preferred payment schedule. COUNTY shall designate payment schedule.

When payments are made to COUNTY, PURCHASER shall also submit to COUNTY a summary statement showing payments made to COUNTY and payments made to COUNTY's Contractor, compared to log volume and value received by PURCHASER.

**Section 1740. Log Prices and Log Sort Specifications.** The following price schedule shall be designated as the "Purchase Price" and shall apply to all logs delivered to PURCHASER. Payment shall be for net log scale, unless noted. PURCHASER shall pay COUNTY and COUNTY's Contractor based upon net scale on itemized scaling certificate and load tickets for saw logs and based on weight certificates for pulp logs.

If Purchaser provides payment of any kind for miss-sorted species or utility grade logs, then Purchaser shall pay such amounts directly to the County. And if after payment to the County, if the amount should exceed that which is required to be provided in accordance with Section 1740 of the Log Sale Contract, "Log Prices and Log Sort Specifications," then Purchaser must provide remaining amounts owed to Contractor. Note: in most instances, the Contractor may not receive and payment for miss-sorted species or utility grade logs.

Log prices and specifications shall be:

Sort #	Species	Sort Specifications	Price per MBF Delivered to Delivery Location	Price per Ton Delivered to Delivery Location	Delivery Location
1	Douglas-fir	Pole 65 feet long and longer	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		
2	Douglas-fir	Pole, less than 65 feet long	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		
3	Douglas-fir	Sawlog, scaling diameter 18.0 inches and greater	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		
4	Douglas-fir	Sawlog, scaling diameter less than 18.0 inches	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		
5	Western hemlock	Sawlog, scaling diameter 16.0 inches and greater	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		
6	Western hemlock	Sawlog, scaling diameter less than 16.0 inches	TOTAL PRICE PER MBF = \$ _____ <u>PAYMENTS PER MBF:</u> COUNTY=\$ _____ Contractor=\$ _____		



7	All	Pulp, scaling diameter less than 5.0 inch or as determined by COUNTY		TOTAL PRICE PER TON=\$ PAYMENTS PER TON: COUNTY=\$ Contractor=\$	
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NO-BID SPECIES/PRODUCTS: Mis-sort Species.....\$ 250.00

Utility Logs – All species.....\$ 250.00

Foreign Material Logs – All species \$ 100.00

Contingent Price Adjustment. As provided in Section 1020, “Sale of Logs,” it the policy of Columbia County, in accordance with the terms of current federal law and the Constitution and laws of the State of Oregon, that unprocessed logs shall not be exported from lands owned or managed by Oregon State or any of its political subdivisions or agencies. PURCHASER specifically agrees that Section 1020, “Sale of Logs,” is a material term of this Contract and is part of the consideration offered to COUNTY in return for COUNTY’s performance. In the event that any federal law or state constitutional provision or law of any provision of this Contract concerning export of unprocessed timber is declared invalid by any court or administrative tribunal, PURCHASER agrees to pay to COUNTY, in addition to the Purchase Price, an incremental amount equal to the difference between the Purchase Price set forth in this section and any higher price obtained by PURCHASER for the exported unprocessed logs.

In the event that logs made available under this Contract are exported in violation of this Contract, PURCHASER shall be in material breach of the Contract. In such event, COUNTY shall be entitled to cease performance of the Contract, and shall recover, in addition to the Purchase Price and additional increment set out above, a further sum estimated by COUNTY to compensate for administrative expense and the economic impact of the violation upon the State and its citizens. In no case shall this additional amount be less than \$10,000 per incident.

#### **Section 1750 Payment Adjustments.**

Logs delivered by COUNTY’s Contractor that do not meet the following log sort specifications as designated in Section 1740 “Log Prices and Log Sort Specifications”.

- (1) Are over 1” out of tolerance of scaling diameter;
- (2) Do not meet the preferred log length specifications of multiples or combinations of preferred lengths as described in the supplemental information form; OR
- (3) Do not meet specified grade.

When the missort volume amounts to more than 5% of the total delivered sort volume, as determined by a third party scaling organization, the Purchaser shall notify County in writing prior to contract expiration and may, request a payment reduction.

For the delivery of mis-sorted logs, PURCHASER may request to COUNTY to reduce the payment. The amount of payment reduction shall be calculated using the following formula:

$$\text{Missort Payment Reduction} = (B \times V) \times (0.5)$$

Where: B= Bid rate from Section 1740

V= Missort volume exceeding % threshold

Payment adjustment requests shall be made by PURCHASER in writing and submitted to the Columbia County General Services Manager, 230 Strand Street, St. Helens, Oregon 97051.

No payment made shall be evidence of the satisfactory performance of the COUNTY's Contractor, either wholly or in part, against the claim of COUNTY to the contrary.

**Section 1760. Payments and Interest.** Payments to both the COUNTY and COUNTY's Contractors required of PURCHASER by this Contract or modifications of this Contract must be received by COUNTY within the time period stated in Section 1720, "Payment Method and Schedule".

Payments received after the due date stated on the billing terms of this Contract may be subject to an interest charge. The interest rate shall not be less than the established minimum COUNTY rate on delinquent accounts. The interest rate applied to overdue payments shall be in accordance with ORS 82.010. ORS 82.010 mandates the collection of interest at the annualized rate of nine (9) percent. Interest shall be calculated from the date of the original billing terms to the date payment is received by the COUNTY.

## **ACCOUNTABILITY**

**Section 2015. Log Accountability and Log Load Receipts – Sawlogs.** PURCHASER shall require the scaler to record the Woods Load Receipt number on the scale ticket that is signed by the scaler, attach the Load Receipt part to a copy of the scale ticket, and mail the scale ticket with the attached receipt of COUNTY on the date scaled.

PURCHASER shall not intermingle COUNTY logs delivered by the Contract with any other logs before log scaling occurs, unless otherwise approved by COUNTY.

**Notice of transfer of County Timber.** Prior to selling, trading, exchanging, or otherwise conveying unprocessed logs sold under this Contract to any other person, PURCHASER must first obtain a certification of the buyer's eligibility to purchase unprocessed County timber. The certification shall be

made in a form and manner prescribed by COUNTY and shall be forwarded to COUNTY upon completion of the transaction.

**Section 2016. Log Accountability and Log Load Receipts – Pulp Logs.** PURCHASER shall require the weigher to sign the machine-printed weight receipt and record the Woods Load Receipt number on the weight receipt. The weigher shall mark the delivery location identification on the Load Receipt part, attach the weight receipt to it and mail it to the designated Third-Party Scaling Organization (TPSO) weekly.

PURCHASER shall not intermingle COUNTY logs delivered by the Contract with any other logs before log scaling occurs, unless otherwise approved by COUNTY.

**Notice of transfer of County Timber.** Prior to selling, trading, exchanging, or otherwise conveying unprocessed logs sold under this Contract to any other person, PURCHASER must first obtain a certification of the buyer's eligibility to purchase unprocessed County timber. The certification shall be made in a form and manner prescribed by COUNTY and shall be forwarded to COUNTY upon completion of the transaction.

**Section 2020. Log Measurement – Sawlogs.**

**Scaling Locations, Rules and Organizations:** All saw logs from timber sold under this contract shall be: (1) scaled at a location approved in writing by COUNTY; (2) scaled by a recognized third-party scaling organization that is a current member of the Northwest Log Rules Advisory Group; and (3) scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and COUNTY special service scaling instructions in effect at the time the logs are scaled.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the scaling of saw logs delivered under this Contract (the "Scaling Agreement"). PURCHASER shall furnish COUNTY with a copy of the Scaling Agreement upon request. If logs are delivered with a TPSO scaler is not present, PURCHASER must provide COUNTY with a method to assure protection and accountability.

In the event scaling is suspended for any reason, hauling Operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

**Cost of Scaling.** All cost of scaling and all costs in connection with reports furnished to COUNTY shall be paid by PURCHASER.

The Scaling Agreement shall provide, and PURCHASER shall require, that the scaling organization furnish copies each week to COUNTY, of all scaling certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by COUNTY, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all COUNTY logs included on the certificate.

**Scaling Instructions.** The Scaling Agreement shall authorize COUNTY to provide instructions to approved third-party scaling organization for the scaling practices to be used for logs delivered to PURCHASER.

Instructions shall conform to the terms of this Contract, including special scales as necessary, PURCHASER shall acknowledge and sign such instructions and shall be provided a copy.

Minimum Products Specifications and Special Scale information are shown on Exhibit C to this Contract.

Logs Damaged During Handling. Mechanical damage to logs shall be prevented during log handling. Deductions for handling damage shall not be allowed.

Special Scaling Instructions. Segment scaling or grading of logs in excess of 40 feet in gross scaling length shall use actual taper.

**Section 2021. Log Measurement – Pulp Logs.** All pulp logs shall be weighed at a location approved in writing by COUNTY. PURCHASER shall require the gross weight and the truck tare weight for each load to be machine printed on the weight receipt. PURCHASER shall also require weigher to sign the weight receipt and record the Woods Load Receipt number on the weight receipt. A conversion factor of ten (10) short tons per MBF shall be used for determining the number of board feet. PURCHASER shall furnish copies of all weight receipts to COUNTY on a weekly basis, with summaries for all truck loads delivered.

PURCHASER shall enter into an agreement with a third-party scaling organization for the processing of the weight receipts.

Weighing Instructions. COUNTY will provide instructions to the PURCHASER for the practices to be used for Pulp logs delivered to PURCHASER. Instructions will conform to the terms of this Contract, PURCHASER shall acknowledge and sign such instructions and shall be provided a copy.

Minimum Products Specifications and Weight information are shown on Exhibit C to this Contract.

## **DELIVERY OPERATIONS**

**Section 2710. Log Delivery.** COUNTY's Contractor will perform all hauling of logs to PURCHASER's designated delivery location. PURCHASER agrees to accept logs from the COUNTY's Contractor at the regular scheduled hours of the PURCHASER's receiving area, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. No hauling or delivery of logs shall be allowed on weekends or COUNTY-observed legal holidays, unless otherwise approved in writing by COUNTY.

The PURCHASER may schedule times in which delivery of logs will not be accepted. The PURCHASER shall notify the COUNTY's Contract Administrator at least five (5) business days before the scheduled interruption or closure occurs. Major catastrophes are the only recognized valid reasons for not giving notice. The duration for the log delivery interruption shall not exceed seven (7) consecutive business days, or seven (7) total business days during the term of this Contract. COUNTY shall receive one (1) day extension for each day PURCHASER refused log delivery. If PURCHASER's scheduled delivery interruption exceeds contract requirements, Purchaser will be in breach of Contract and subject to

liquidated damages at a rate of \$1,000.00 per each day of breach, unless PURCHASER and the COUNTY made a prior agreement in writing.