

AGREEMENT

THIS AGREEMENT, by and between Lewis County, a municipal corporation, herein referred to as "County" and Bidder, herein after referred to as "Logger".

WITNESSETH: the parties hereto, each in consideration of mutual covenants and covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

1. County agrees to sell Logger, for sale in domestic markets only, all standing timber located within the description as noted on "Timber on Kray Road" call for bids resolution, which timber Logger shall harvest subject to the conditions below.
2. Logger agrees to pay County \$_____ after the \$500.00 bid bond is subtracted out of the original bid amount of \$_____ for said trees. Payment shall be made in full, in cash or by Cashier's Check, to the Lewis County Public Works Department. Payment shall be made before timber is cut.
3. Logger shall be responsible for obtaining all necessary permits to cut timber and for payment of harvest tax payable to the State of Washington.
4. Logger will be responsible for timely and prompt debris cleanup to County's satisfaction after the timber is harvested.
5. The parties specifically disclaim any joint venture, partnership, or other joint undertaking. Logger is an independent contractor solely responsible for their services and manner of undertaking the work.
6. The performance of all or part of this agreement by the Logger shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Logger or any employee of the Logger or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. Logger agrees to be solely responsible for its safety and the safety of each of its employees, agents, and anyone else on site. In so doing, Logger agrees to exercise reasonable care to make the work area safe, and Logger agrees to: abide by all applicable laws and be solely responsible for health and safety of all persons providing service. Logger represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

The Logger agrees to defend, indemnify, and save harmless the County, its appointed and elective officers, and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, and cost by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of property damage and/or personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Logger, his/her subcontractors, its successors or

assignees, or its or their agent, servants , or employees. It is further provided that no liability shall be attached to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington.

8. With respect to the performance of this agreement and as to claims against the County, its officers, agents, and employees, the Logger expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Logger. This waiver is mutually negotiated by the parties to this agreement for valuable consideration.

9. The Logger shall, at the Logger's own expense, maintain, with an insurance carrier licensed to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or , if any services required by the Logger must be performed by persons licensed by the State of Washington, professional liability insurance: Commercial Automobile Liability Bodily Injury liability and Property Damage Liability Insurance \$2,000,000 each occurrence OR combined single limit coverage of \$5,000,000 with not greater than a \$1,000 deductible.

Commercial General Liability Bodily Injury Liability and Property Damage Liability Insurance \$2,000,000 each occurrence OR combined single limit coverage of \$5,000,000 with not greater than a \$1,000 deductible.

Professional Liability Insurance shall include errors and omissions insurance providing \$2,000,000 coverage with not greater than a \$5,000 deductible for all liability which may be incurred during the life of this contract.

Lewis County shall be named as additionally insured on all required policies except professional liability insurance, and such insurance as is carried by the Logger shall be primary and non-contributory over any insurance carried by Lewis County. The Logger shall provide a certificate of insurance to be approved by the County Risk Manager prior to the agreement executions, which shall be attached to this agreement.

Lewis County shall have no obligation to report occurrences unless a claim is filed with the Lewis County Risk Manager; nor shall Lewis County have obligation to pay premiums.

10. This Agreement is subject to Board of County Commissioners' approval and shall not be in effect and enforceable until said approval is obtained.

11. No portion of this agreement may be assigned or subcontracted to any other individual, firm, or entity by Logger without County's express and prior written approval.

12. The parties hereto acknowledge, represent, warrant, and agree that they have read this agreement, fully understand the terms thereof, and have had the opportunity to seek independent legal counsel with respect thereto before signing. This agreement is executed by the parties without reliance upon any statement or representation by the persons or parties herein, or their attorneys or representatives, if any, other than those set forth in this agreement.

13. This Agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

14. This Agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this Contract or to construe this Contract shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

16. If any provision of this Agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

17. Contractor shall fully complete all work required under this Agreement within ninety (90) calendar days from the date of contract award, unless extended in writing by the County.

Dated this ____ day of _____, 2026
for Lewis County, Washington.

By: _____
Wesley Anderson, P.E.
County Engineer
Lewis County Public Works

Dated this ____ day of _____, 2026.
for _____

By: _____
Print Name: _____

Title: _____