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| **COUNTY** | **ITEM NO.** | **PARCEL** | **NAME** |
|       |       |       |       |
| **PROJECT NO.** | **FEDERAL NUMBER** | **PROJECT** |
|       |       |       |
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| This contract made and entered into by and between |       |  |
| party of the first part, and the Commonwealth of Kentucky, Transportation Cabinet, party of the second part, hereinafter known as the KYTC.WHEREAS, the KYTC having negotiated with the party of the first part for the subject parcel of right of way, and the party of the first part desires to retain and remove the timber from this parcel of right of way property designated as parcel |  |
|       | on the project plans located at |       | . |  |
| The term of this removal contract shall begin on the |       | day of |       | and shall expire the |       |  |  |
| day of |       | , unless terminated prior to such date by the party of the second part. |  |  |  |
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| NOW, THEREFORE, the following conditions are mutually agreed to:1. SAFETY The party of the first part, his employees and sub-contractors are required to perform all logging operations in a safe manner as required by applicable laws and regulations. The KYTC expects the party of the first part to ensure that logging crewmembers dress in protective attire, and perform their duties with equipment, in accordance with standards established by the logging industry and the Occupational Safety and Health Administration (OSHA).
2. FIRE PREVENTION AND CONTROL During the time of this contract remains in force, the part of the first part shall independently and in cooperation with KYTC take all reasonable and practicable action to prevent and extinguish forest fires on or in the vicinity of the timbering area. At no time shall any open burning occur.
3. HAZARDOUS MATERIALS. The party of the first part agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel, and diesel fuel. Any on site spillage must be properly reported, removed, and cleaned up by the part of the first part in accordance with applicable laws of the Commonwealth of Kentucky.
4. DISPOSAL OF TOPS AND OTHER LOGGING DEBRIS. No tops or any debris shall be left in drainage ditches, drainage areas, or roadways.
5. ENVIRONMENTAL PROTECTION. The party of the first part must take whatever precautions are necessary, in the opinion of KYTC, to prevent soil erosion, water pollution and other conditions detrimental to the environment of the Commonwealth and private lands. Should soil erosion, water pollution, or other conditions detrimental to the environment, occur on Commonwealth or private lands from the operation of this agreement, the party of the first part, at his/her own expense, must correct said conditions immediately to the satisfaction of the KYTC. The party of the first part shall not permit human waste, garbage, kitchen or laundry wash, manure, sawdust, or other mill refuse, oil or any other substance harmful or destructive to human, aquatic or fish life to enter any spring, stream, water course, dam, pond, or lake.
6. ASSIGNMENT OF CONTRACT This contract shall not be assigned in whole or in part without the advance written approval of KYTC.
7. LIABILITY AND INSURANCE. The party of the first part agrees to protect, indemnify and save harmless KYTC employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this Contract or in connection with any action or omission of the party of the first part, who shall defend KYTC in any cause of action or claim.
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| 1. The party of the first part agrees to post with the KYTC a performance bond in the form of a certified check made
 |  |
|  |  | payable to the Kentucky State Treasurer in the amount of  | $0.00 |  to insure the prompt and satisfactory |  |
|  |  | completion of timber removal. |  |  |
|  |
| 1. The party of the first part agrees to furnish KYTC with a certificate of public liability insurance covering the period of logging operations on the party of the first part for: a. $1,000,000 single limit liability for personal injury or $1,000,000 bodily injury per person and $1,000,000 per occurrence; and b. $100,000 property damage.
2. Upon completion of the work, a KYTC agent will inspect the premises to ensure all work has been completed to the satisfaction of the KYTC, and the performance bond will be promptly returned.
3. The party of the first part agrees that failure to comply as prescribed above or violation of any of the above conditions shall automatically terminate this agreement and the party of the first part shall forthwith vacate the property. The performance bond shall be forfeited, and the timber shall become the property of the KYTC, who shall have full rights to remove them in any way necessary to clear the right of way.
 |  |
| WITNESS our hands this the  |       |  day of |       | , 20 |     | . |  |
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| Party of the First Part |  |
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| **CERTIFICATE OF ACKNOWLEDGMENT** |
|  |
|  | STATE OF |  |  |
|  |  |
|  | COUNTY OF |  |
|  |  |
|  | I, |  | , a notary public in and for the state and county |  |
| aforesaid, do hereby certify that the foregoing deed was produced to me in said state and county |  |
| by |  | , and was signed, acknowledged and delivered to be |  |
| his/her free act and deed this |  |  day of |  | , 20 |  | . |  |
|  |  |  |  |  |  |  |
|  |  |  |
| Notary Public |
|  |  |
| My Commission Expires: |
|  |  |
| My ID Number is: |
| KYTC Signature: |  |
|  |  |  |  |  |
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|  | Right of Way Agent | Date |
|  | Kentucky Transportation Cabinet |  |
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