



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE
RFQ NO. 30-107556

PROJECT TITLE: WOOLLY MAMMOTH SORTS

QUOTE DUE DATE: February 6, 2025 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: March 17, 2025 to August 31, 2025

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors who have been pre-qualified and are listed in the Department of Natural Resources Contract Harvesting Services Eligible Bidder Pool.

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SECTION 1 INTRODUCTION

1.01 Project Summary

The Washington State Department of Natural Resources, (DNR) solicits Quotes from firms interested in participating on a project described below:

Defined in the Harvesting Services Contract. The selected harvester will be expected to access, cut, yard, load and haul logs from the WOOLLY MAMMOTH SORTS CH Timber Sale to specified delivery points.

1.02 Purpose and Background

This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR's harvester bidding pool and are interested in contract harvesting approximately 2412 MBF of timber in 6 unit(s) for the Department of Natural Resources in the Pacific Cascade Region Office.

1.03 Minimum Qualifications

Candidate Harvesters must be licensed to do business in the State of Washington and must demonstrate that they are capable of performing the work and meet the requirements outlined in the attached Harvesting Services Contract and Road Plan.

Candidate Harvesters must participate in a two-part process to bid on the work defined by the Harvesting Contract (Exhibit B) and Road Plan (Exhibit C). First, a Statement of Qualifications (SOQ) must be submitted to DNR for evaluation. The Candidate Harvester must achieve 'eligible-for-bidding' status placing them in the DNR's eligible bidder pool. Second, Eligible Bidders will be requested to submit a bid for the Harvesting Services Contract along with a 'Statement of Available Resources and Work Plan' and any other materials listed as 'required' in section 2.06 of this RFQ. The State will award the contract to the eligible bidder who submits the lowest bid and has provided a 'Statement of Available Resources and Work Plan' that demonstrates to the State that the Candidate Harvester has the ability to complete the project as required.

Proposals from Candidate Harvesters who do not meet these minimum qualifications shall be rejected.

1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for March 17, 2025 to August 31, 2025. Any amendments extending the period of performance shall be at DNR's sole discretion.

1.05 Payment for Work

The State shall make payments to the Contractor for services required and approved including log hauling and road work calculated according to the terms in the harvesting services contract. The Contractor is responsible for independently negotiating, procuring and paying for all services provided.

Depending on the project bid structure defined in section 2.06 'Contract Harvesting Services Quote Format' of this RFQ, payment will be calculated using:

- The Contractor's On Board Truck (OBT) bid rate per ton for logs harvested and delivered for sort(s) 1, 2 and 3.
- And an OBT rate of \$14.00 per Ton for sorts 4 and 5 harvested and delivered.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of \$12.00 per mbf.
- Payments to the Contractor for hauling services shall be based upon the tons delivered multiplied by: a base rate, 'A' and 'C mile rates', a fuel index factor and the Contractor's hauling bid factor using the following formula:

$$\begin{aligned} &\text{Hauling Services Payment Rate per Ton} \\ &= (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor's hauling bid factor}) \end{aligned}$$

$$\text{Base Rate} = \$2.35$$

(based on multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008')

$$\text{Mileage Rate} = ((\$0.16 \times \text{C miles}) + (\$0.11 \times \text{A miles})) \times (\text{Fuel Index Factor})$$

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at <https://www.eia.gov/petroleum/gasdiesel/> using the following formula;

$$\text{Fuel Index Factor} = 1 + \frac{Q_{(x)} - Q_{(base)}}{Q_{(base)}}$$

Where; $Q_{(base)}$ = Average fuel price for quarter preceding harvesting services contract bid opening.

$Q_{(x)}$ = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each; January and apply to loads delivered between January 1 and March 31,

April and apply to loads delivered between April 1 and June 30,
July and apply to loads delivered between July 1 and September 30,
October and apply to loads delivered between October 1 and December 31.

Hauling Rate Example:

Base Rate = \$2.35

C miles = 10

A miles = 100

Fuel Index Factor = 1.000

Mileage Rate = $((\$0.16 \times 10) + (\$0.11 \times 100)) \times (1.000) = \12.60

Contractor's hauling bid factor = 1.100

Hauling Services Payment Rate per Ton

= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

= $(\$2.35 + \$12.60) \times 1.100$

= \$16.45

For sorts bid on an mbf basis tonnage will be calculated using the State's conversion rate unless actual tonnage is available and approved for use. For tonnage based sorts, actual tonnage shall apply.

- Travel distances to each log sort destination will be determined by the State and will represent the one-way travel distance from the sale area to the purchaser's delivery point.
 - Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).
- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.
- Payment amounts for fixed-rate road construction elements are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor's road cost proposal provided as an attachment to the official bid form.

1.06 RFQ Definitions

Definitions of terms used in this Request for Statement of Qualifications.

Contractor - Individual or company selected to harvest and haul logs for the State.

Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.

DNR - The State of Washington, Department of Natural Resources.

Eligible Bidder - Candidate Harvester who's Statement of Qualifications has scored a pre-determined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.

Harvesting Services Contract - the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser's of the log sorts has been determined.

Purchaser - Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.

Quote – Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed 'Statement of Available Resources and Work Plan'.

Request for Quotes (RFQ) - A formal procurement process used to solicit bids from pre-qualified firms for the right to perform the work defined in the RFQ.

Request for Statement of Qualifications (RFSOQ) - A formal procurement process used to pre-qualify firms for inclusion in the DNR's Contract Harvesting Services Eligible Bidder Pool.

Request for Quotes Coordinator - DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

Statement of Qualifications (SOQ) – Document to be filled out by Candidate Harvesters and submitted to the DNR. Lists the Candidate Harvesters experience, qualifications, background information and references. Used by an evaluation team to determine which Candidate Harvesters are qualified to bid for the right to perform the harvesting project.

Subcontractor - Individual or company employed by the Contractor to perform a portion or all of the services required by the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFQ Coordinator

The RFQ Coordinator is the sole point of contact in the DNR for this eligible bidder selection process. All communication between the Candidate Harvester and the DNR shall be with the RFQ Coordinator.

RFQ Coordinator	Becky VonDracek
Address	PO BOX 280
City, State, Zip Code	Castle Rock, WA 98611
Phone Number	(360)577-2025
E-Mail Address	Becky.VonDracek@dnr.wa.gov

2.02 Estimated Project Schedule

As defined in the Project Schedule (**See Exhibit A**)

The DNR reserves the right to revise this schedule.

2.03 Pre-Quote Candidate Harvester Questions

Candidate Harvesters may mail or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until January 30, 2025 at 10:00 AM. Questions received after this date and time will not be answered unless the RFQ Coordinator decides that it is in the DNR’s best interests to answer them. A copy of the question(s) received, along with the DNR’s official answer(s), will be mailed or emailed to each Candidate Harvester who received a copy of the RFQ. This copy will become an addendum to the RFQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

2.04 Submitting a Quote

Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a ‘Statement of Available Resources and Work Plan’ with original signatures. The Quote, whether mailed, hand delivered, or emailed must arrive at the DNR no later than 10:00 AM, local time, on February 6, 2025.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked “Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until February 6, 2025.”

Candidate Harvesters who mail Quotes should allow for normal mail delivery time to ensure timely delivery of their Quotes to the RFQ Coordinator. Candidate Harvesters assume the risk for the method of delivery they choose. The DNR assumes no responsibility for delays caused by a delivery service. Quotes may not be transmitted by email.

Late Quotes will not be accepted and will be automatically disqualified from further consideration. All Quotes and any accompanying documentation become the property of the DNR and will not be returned.

2.05 Proprietary Information/Public Disclosure.

Proposals are considered public records as defined in chapter 42.56 RCW. In the event a firm desires to claim portions of its proposal proprietary and exempt from public disclosure, it must clearly identify those portions. Each page of the proposal claimed to be exempt must be clearly identified as “proprietary information.” If a public records request is made for the information that the consultant has marked as “proprietary information,” the firm may seek to obtain a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure. The successful contractor’s proposal generally becomes part of the contract that is subject to public disclosure.

DNR will charge for copying and shipping, as permitted by RCW 42.56.120. No fee shall be charged for inspection of contract files. Twenty-four (24) hours notice to the RFQ Coordinator is required. All requests for information should be directed to the Coordinator.

2.06 Contract Harvesting Services Quote Format

For a responsive bid, the following bid elements are required to be submitted on or attached to an official DNR Harvesting Services bid form;

OBT harvesting rate per Ton	Required
Hauling services bid factor (formatted to 3 decimals i.e. #.###)	Required
Responsible Bidder Criteria – Wage Law Compliance	Required
Road construction cost proposal	Required
Statement of Available Resources and Work Plan	Required
All attachments incorporated by reference	Required

2.07 Revisions to the RFQ

The DNR reserves the right to revise the RFQ and/or to issue addenda to the RFQ. The published questions and answers from the Pre-proposal meeting/questions shall be an addendum to the RFQ.

The DNR also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a Harvesting Services contract. If DNR finds it necessary to revise any part of the RFQ, addenda will be provided to all those who received the RFQ.

2.08 Most Favorable Terms

The State reserves the right to determine the Successful Bidder without further discussion of the Quote submitted. Therefore, the Quote should be submitted initially on the most favorable terms, which the Candidate Harvester can propose. There will be no best and final offer procedure. The State reserves the right to contact a Candidate Harvester for clarification of a Quote.

2.09 Costs to Propose

The DNR will not be liable for any costs that the Candidate Harvester incurs in preparing a Quote related to this RFQ or any other activities related to responding to this RFQ.

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.

As defined in the Harvesting Services Contract, Road Plan and Timber Sale Map (See Exhibits B, C and D).

3.02 SPECIAL REQUIREMENTS

The Exhibit G will be used for harvester road payment, which has the itemized road construction costs for individual roads.

The Exhibit G will use DNR supplied road costs instead of bidder supplied road costs.

Harvesters will be allowed to adjust the overall cost of the roads construction costs through the Harvester Road Bid Factor.

The Exhibit G does not include Overhead and General Expense or Move-in costs. DNR does not reimburse for these items directly.

The Harvester Bid Factor may be adjusted to a minimum of 0.650 or to a maximum of 1.350. This will adjust the overall road costs for the project. Similar to the Haul Bid Factor.

A Miles begin at the I-5 and Kalama River Rd junction.

Harvest operations may only operate between: 0600hrs to 1900hrs.

See Exhibit A, Contract and Road Plan for critical dates and requirements. This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

SECTION 4 QUOTE EVALUATION

4.01 Evaluation Team.

DNR will designate an evaluation team to evaluate Quotes. The evaluation team will evaluate quotes according to the requirements outlined in this RFQ and any addenda, which are issued.

4.02 Administrative Requirements.

The RFQ Coordinator will review all Quotes to determine compliance with administrative requirements and instructions specified in the RFQ. Only Quotes meeting the minimum requirements will be forwarded to the evaluation team for further review.

4.03 Responsibleness.

When evaluating Quotes, the evaluation team will consider candidate Harvester's responsibleness. A Candidate Harvester is responsible if it:

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record. A Candidate Harvester shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. A Candidate Harvester that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the Candidate Harvester's control, or that the Candidate Harvester has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.
- Any special standards will be properly identified in this solicitation and will apply to all Candidate Harvesters and their subcontractors.

4.04 Information Used for Evaluation.

Evaluators will use the information in the Candidate Harvester's Quote or bid form, their references, their previous Washington DNR performance evaluations, ability to meet special standards, and their Quote or 'Harvesting Services Contract Sealed Bid Form' including their 'Statement of Available Resources and Work Plan'.

4.05 Signatures

Quotes must be signed and dated by a person authorized to bind the Candidate Harvester to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

4.06 Failure to Comply

If the Candidate Harvester fails to comply with any requirement of the RFQ, DNR will reject the Quote.

4.07 Rejecting Quotes

The DNR reserves the right at its sole discretion to reject any and all Quotes received without penalty and not to issue a contract from this RFQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Quote.

4.08 Lowest Responsible Bidder

Award of this Contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered:

- a. the ability, capacity, and skill of the bidder to perform the contract;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the time specified;
- d. the quality of performance of previous contracts; and
- e. the previous and existing compliance by the bidder with laws relating to the contract or services. The DNR's determination that a bidder is not qualified shall result in rejection of the bid submitted.

4.09 Challenges to the Apparent Successful Bidder

- a. An unsuccessful bidder may appeal the bid award if they believe the process used to award the contract was not conducted properly. Please include the reasons why you believe the contract should not be awarded to the successful bidder.
- b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by email or mail to the bidder notifying them that they were unsuccessful.

The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.

- c. If the appellate is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager's written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant's appeal.

SECTION 5 RFQ EXHIBITS

- Exhibit A Estimated Harvest Project Schedule
- Exhibit B Draft Harvesting Services Contract
- Exhibit C Road Plan
- Exhibit D Timber Sale Map
- Exhibit E Harvesting Services Contract Sealed Bid Form
- Exhibit F Wage Law Compliance Form



TIMBER NOTICE OF SALE

SALE NAME: WOOLLY MAMMOTH SORTS

AGREEMENT NO: 30-107816 - 30-107820

AUCTION: February 27, 2025 starting at 10:00 a.m. Pacific Cascade Region Office, Castle Rock, WA

COUNTY: Cowlitz

SALE LOCATION: Sale located approximately 9 miles east of Kalama, WA

PRODUCTS SOLD AND SALE AREA:

All delivered logs, except leave trees marked with blue paint, trees bound with yellow "Leave Tree Area" tags, all down timber existing 5 years prior to the day of sale, and all downed timber greater than 55 inches diameter bound by the following:

Units 1, 4, 5 and 6, white "Timber Sale Boundary" tags with pink flagging, property line is marked with pink flagging and white carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, the WO-100 Road, and a property line that is marked with pink flagging and white carsonite posts;

Unit 3, white "Timber Sale Boundary" tags with pink flagging, the WO-100 and WO-103 Roads, and a property line that is marked with pink flagging and white carsonite posts; meeting the specifications described below; on parts of Section 36 in Township 7 North, Range 1 West W.M., containing 124 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Table with 10 columns: Agreement #, Sort #, Species and Sort Specifications, Average Log Length, Estimated Volume (Mbf, Tons), Tons Per MBF, Minimum Bid Delivered Prices (\$/mbf, \$/Ton), Total Appraised Value, Bid Deposit. Includes rows for agreements 107816-107820 and a Totals row.

Totals: 2412 17114 \$1,353,447.00

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)

BID METHOD: Sealed Bids UNIT OF MEASURE: Tonnage Scale

EXPIRATION DATE: August 15, 2025 ALLOCATION: Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Pacific Cascade Region Office in Castle Rock WA. Phone number (360)577-2025.



TIMBER NOTICE OF SALE

TIMBER EXCISE

TAX:

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per Ton for sorts 1, 2 and 3 and \$14.00 per Ton for sorts 4 and 5.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = \$2.35 per ton

Mileage Rate = $((\$0.16 \times C \text{ miles}) + (\$0.11 \times A \text{ miles})) \times \text{Fuel Index Factor}$

ARRF = \$0.00 per MBF for sorts 4 and 5 and \$26.00 per MBF for sorts 1, 2 and 3.

Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

CONFIRMATION:

Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

SPECIAL REMARKS:

The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

A-miles begin at the I-5/Kalama River Rd junction.

Trucking Costs will be reimbursed by the Ton for all sorts where weigh scales at purchaser facility are available. Any sort that is delivered to a facility without weigh scales will be reimbursed by the MBF.

Any sort with a negative stumpage calculated by the State may not be confirmed.

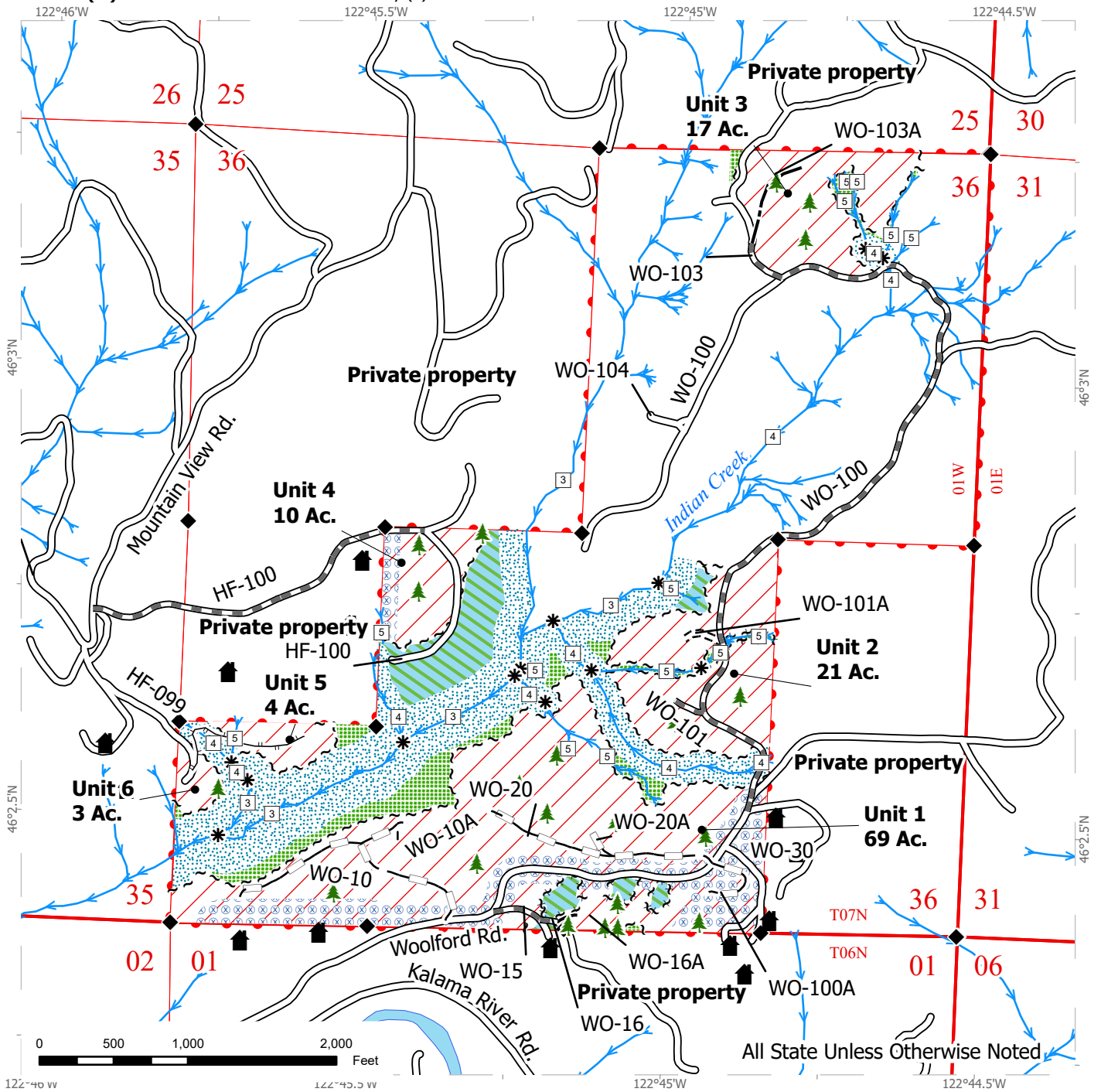
For more information regarding this log sort sale visit our web site:

<http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Jon Olson at the Pacific Cascade Region Office at (360)577-2025 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)488-3910.

TIMBER SALE MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



All State Unless Otherwise Noted

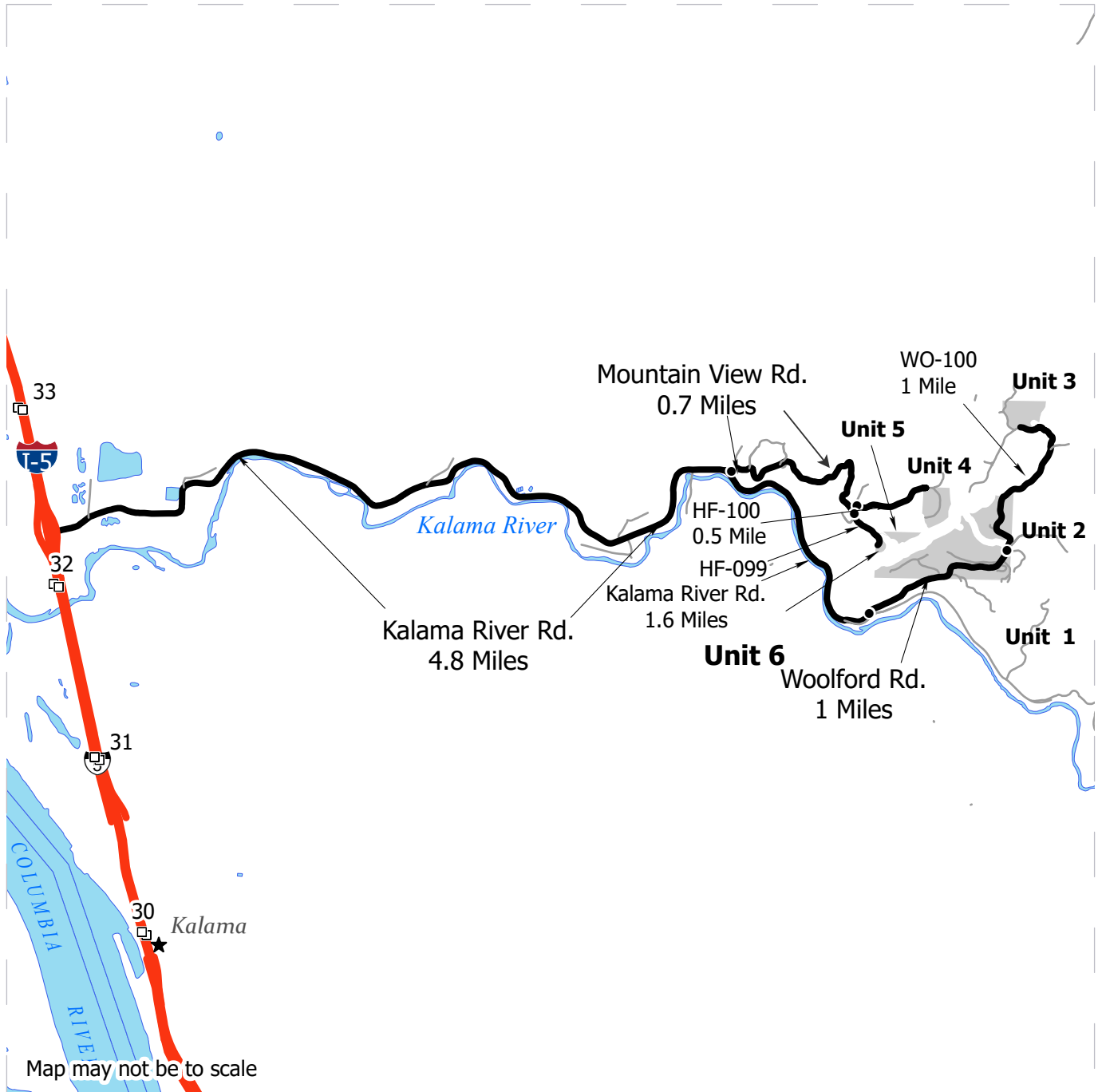
Variable Retention Harvest	Right of Way Tags	Designated Skid Trail
Right-of-Way Harvest	Property Line	Streams
Leave Tree Area	Existing Roads	Stream Type
Non-Tradeable Leave Clump	Required Pre-Haul Maintenance	Stream Break
Riparian Mgt Zone	Required Construction	Leave Tree Area <1/4-acre
Hazard Abatement Area	Required Reconstruction	Structure
Sale Boundary Tags	Optional Construction	Survey Monument
Leave Tree Tags	Optional Reconstruction	



DRIVING MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



	Harvest Unit
	Highway
	Haul Route
	Other Route
	Milepost Marker
	Distance Indicator
	Town (Corporate)
	Open Water

DRIVING DIRECTIONS:

From I-5 to Unit 1-3:
 Head east on Kalama River Rd. towards Meeker Dr. At the roundabout, take the 2nd exit to continue on Kalama River Rd for 6.4 Miles.
 Turn left onto Woolford Rd. for 1 Mile to WO-100 and U1. Travel 1 mile on WO-100 to reach U2 & 3 miles to reach U3.
 Units 4-6:
 Travel on Kalama River Rd. from I-5 for 4.8 Miles then turn left onto Mountain View Rd. for 0.7 mile turn right on HF-099 to U5 & U6.
 Continue past HF-099 and turn onto Hartford Rd. Travel 1 mile straight to U4.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-0107556

SALE NAME: WOOLLY MAMMOTH SORTS

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND CONTRACTOR, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.1 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager’s designee responsible for assuring that the contractual obligations of the Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchaser’s destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor’s various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

Road Construction Services: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

Subcontractor: Individual or company employed by the Contractor to perform a portion or all of the services required by the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, All delivered logs, except leave trees marked with blue paint, trees bound with yellow "Leave Tree Area" tags, all down timber existing 5 years prior to the day of sale, and all downed timber greater than 55 inches diameter bound by the following:

Units 1, 4, 5 and 6, white "Timber Sale Boundary" tags with pink flagging, property line is marked with pink flagging and white carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, the WO-100 Road, and a property line that is marked with pink flagging and white carsonite posts;

Unit 3, white "Timber Sale Boundary" tags with pink flagging, the WO-100 and WO-103 Roads, and a property line that is marked with pink flagging and white carsonite posts; located on approximately 124 acres on part(s) of Section 36 in Township 7 North, Range 1 West W.M. of Cowlitz County as shown on the attached timber sale map.

G-020.1 Inspection by Contractor

Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested. Contractor also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State.

G-022.1 Sorting Specifications

Contractor is responsible for sorting logs to the specifications listed below and hauling to the appropriate designated locations. Contractor is responsible for determining the highest value of each tree felled and the highest value destination of each log manufactured. The Contract Administrator will provide direction and guidance to Contractor with respect to highest value.

Contractor shall deliver log sorts to the Purchaser(s) location that meet the following specifications:

Agreement No.	Sort #	Species Diameter	Scaling Rule	Preferred Log Lengths	Destination	A Miles	C Miles
107816	1	DF 5"-11"	WS				7
107817	2	DF 12"+	WS				7
107818	3	RA 5"+, MA 8"+	WS				7
107819	4	Conifer Pulp 2"+	WS				7
107820	5	Hardwood Pulp 2"+	WS				7

“WS” indicates that west side scaling rules apply. Minimum trim is 10 inches per scaling segment for west side scaling rules. “ES” indicates that east side scaling rules apply. Minimum trim is 6 inches per scaling segment for east side scaling rules.

Logs delivered by Contractor that do not meet the receiving Purchaser’s log sort requirements as described above that have been pre-approved for delivery by the Contract Administrator shall not be considered mis-sorts.

G-024.1 Manufacturing Standards

Logs produced under this contract will be manufactured by Contractor meeting the individual sort specifications and Purchaser's preferred log lengths as listed in clause G-022.1, with a minimum length of 16 feet, unless otherwise directed by the Contract Administrator.

For sorts designated as non-utility, Contractor will manufacture and deliver logs with the following minimum specifications:

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- c. Logs in peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.

G-027.1 Log Delivery Schedule and Conditions

- a. Contractor shall deliver logs to Purchaser's designated delivery location beginning no later than April 1, 2025 and completed by July 31, 2025. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.
- b. The Contractor may deliver logs to the Purchaser's delivery location during the Purchaser's working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.
- d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the

disposition of the affected log sort(s) or any alternate delivery schedule or location.

- e. Contractor’s daily log delivery to a Purchaser’s location may be limited according to the table below, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established.

Sort(s)	Maximum No. Loads/day
1,2,3,4,5	10

- f. A truck delivery is all the wood hauled including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. Contractor shall notify the State’s Contract Administrator if for any reason a Purchaser refuses truck deliveries.

G-030.1 Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of March 17, 2025 and the expiration date of August 31, 2025.

Contractor shall not have any right to enter the sale area to perform any remaining road construction or harvesting services after contract expiration unless a contract extension has been granted.

G-033.1 Notification of Operations

Contractor shall provide the State with five days advance written notice to the Contract Administrator of its intent to commence or cease any and all operations under this contract. The commencement or cessation of operations must be approved by the Contract Administrator. Failure to comply will be considered a breach.

G-040.1 Contract Term Adjustment

A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

G-050.1 Contract Term Extension

An extension of operating authority time may be granted at the discretion of the State upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by the State. Contract extensions may not exceed thirty (30)

days unless otherwise agreed to by State and Contractor. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the State. The extension, if granted, will be contingent upon the payment of an extension fee to the State, by the Contractor, in the amount of \$100.00 per day of extension.

G-054.1 Early Contract Termination

The State may terminate this contract prior to the expiration date listed in G-030.1 in whole or in part by giving fifteen (15) days written notice to the Contractor when it is in the best interests of the State. If this contract is so terminated, the State shall be liable to make payments to the Contractor for the sum of the estimated expenditures for road construction, felling, bucking, yarding and decking of products processed but not removed from the sale area due to termination action. Contractor may not seek any other damages from the State for early termination of this harvesting agreement.

G-060.1 Exclusion of Warranties

The following specific matters ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.
- e. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

- f. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- g. Items contained in any other documents prepared for or by the State.

G-061.1 Inadvertent Discovery of Cultural Resources

Contractor acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Contractor has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Contractor or the State during the course of operations Contractor shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Contractor or the State during the course of operations Contractor shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Contractor shall resume operations as directed in writing by the Contract Administrator.

G-062.1 Habitat Conservation Plan

The Department has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the Department's HCP area and are subject to the terms and conditions of the HCP and the Services' Incidental Take Permit TE812521-1 and ITP 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the Department's Region Offices and the administrative headquarters in Olympia, Washington.

By signing this contract, Contractor agrees to comply with the terms and conditions of the ITP and the HCP, which shall become terms of this contract. The Department agrees to authorize the lawful activities of the Contractor carried out pursuant to this contract, PROVIDED the Contractor remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject the Contractor to liability for violation of the Endangered Species Act.

Any modifications to the contract shall be proposed in writing by the Contractor, shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the Region Manager before taking effect.

G-063.1 Incidental Take Permit Notification Requirements

- a. Contractor shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITPs) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Contractor is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITPs, Contractor shall immediately notify the Contract Administrator. Contractor shall notify the Contract Administrator, if there is any doubt as to the identification of a discovered permit species. Contractor may be required to take certain actions to help the Contract Administrator safeguard the well being of any live, injured or sick specimens of any permit species discovered, until the Contract Administrator can determine the proper disposition of such specimens. The Contract Administrator will explain any such requirements to Contractor during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Contractor shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITPs shall be clearly presented and explained to Contractor by Contract Administrator during the Pre-Work Conference as per contract clause G-330.1. All applicable provisions of the ITPs and this schedule must be presented and clearly explained by Contractor to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Contractor may have about the ITPs should be directed to the Contract Administrator.

G-064.1 Permits

Contractor is responsible for obtaining any permits not already obtained by the State that relate to Contractor's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the State shall be transferred to Contractor. Contractor is responsible for all permits, amendments and renewals.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-066.1 Governmental Regulatory Actions**a. Regulatory Risk**

Except as provided in this clause, Contractor assumes all risks associated with governmental regulatory actions, including actions taken pursuant to the Forest Practices Act, Ch. 76.09 RCW, the Endangered Species Act, 16 U.S.C 1531-1544 and any Habitat Conservation Plan between the Department of Natural Resources and the U.S. Fish and Wildlife Service or any other agency now in place and as may be amended, or hereafter created, that may affect the operability of the timber sale.

b. Increased Costs

Contractor shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Contractor's failure to comply with this contract or from Contractor's acts or omissions, Contractor shall remain responsible for fulfilling contract obligations notwithstanding the impracticability or frustration.

G-070.1 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Contractor will be limited to a return of the Performance Security, and payment for improvements and other services rendered by the Contractor, which were required by the Harvesting Services Contract. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-092.1 Harvest Area Boundary Adjustment

The State may make adjustments in the harvest area boundaries, or may mark timber outside such boundaries. The cumulative changes to the sale area during the term of the contract shall not exceed more than five (5) percent of the original sale area. Such adjustments or marking will be accomplished by the Contract Administrator. The Contractor must remove and deliver all material so designated, prior to the expiration date of the contract. All contract services within such boundary adjustments or so marked shall be paid for at contract rates.

G-112.1 Title

All rights, title, and interest in and to any timber shall belong to the State until delivered, at which time the appropriate Purchaser assumes title.

G-116.1 Sustainable Forestry Initiative® (SFI®) Certification

Forest products harvested and delivered under this contract are certified as being in conformance with the Sustainable Forestry Initiative 2022 Forest Management Standard under certificate number BVC-SFIFM-018227.

Contractor shall have at least one person regularly on-site during active operations that have completed training according to the requirements outlined within the SFI® program Standard. Contractor shall designate in writing the name(s) of the individual(s) who will be on-site and provide proof of their successful completion of an approved training program prior to active operations.

G-120.1 Responsibility for Work

All work, equipment, personnel, and materials necessary to perform the Harvesting Services Contract shall be the responsibility of the Contractor.

G-121.1 Exceptions

Exceptions to Contractor's responsibility in clause G-120.1 shall be limited exclusively to the circumstances described in this clause. These exceptions shall not apply where damages occur due to Contractor's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State shall bear the cost to repair any existing roadway or section of required road completed to the point that an authorization to haul has been issued where such damage was not caused by Contractor, its employees, agents, or invitees, including independent contractors. Contractor shall accomplish repairs promptly as required by the State at the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State may elect to accomplish repairs by means of State provided resources.

Nothing contained in clauses G-120.1 (Responsibility for Work) and G-121.1(Exceptions) shall be construed as relieving Contractor of responsibility for, or damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

G-123.1 Operating Authority

The State has arranged for the Contractor to have full and free license and authority to enter upon said lands with his agents and employees and do all things necessary, within the limitations herein set forth, in harvesting said timber as described in this contract.

G-124.1 Contractor Not an Employee of State

Contractor and his or her employees or agents performing under this contract are not employees of the State. The Contractor will not hold itself out as nor claim to be an officer or employee of the State by reason hereof, nor will the Contractor make any claim or right, privilege or benefits which would accrue to an employee under chapter 41.06 RCW or Chapter 28B.16 RCW.

G-125.1 Use of Subcontractors

Contractor's use of subcontracted services shall be subject to approval in writing by the Contract Administrator. Approval of subcontracted services may be revoked in accordance with the G-220.1 'State Suspends Operations' clause when the Contract Administrator determines that the Subcontractor's work has been performed in a manner that does not meet contractual requirements, optimize value or otherwise causes damage to the state.

Contractor shall arrange with the Contract Administrator to meet on site at least once a week during active operations to review and inspect subcontractor performance. Contractor shall provide a written plan of operations detailing planned operations for the following week.

G-126.1 Disputes with Subcontractors or Material Providers

Should Contractor and its subcontractors or materials providers develop disputes affecting the completion of obligations under this contract, Contractor shall resolve any such disputes in a timely and efficient manner that does not involve or adversely affect either the State or its Purchasers.

G-130.1 Prevention of Damage and Consequences of Contractor-Caused Damage

The Contractor agrees to exercise due care and caution at all times to avoid damage to all special resources including environmentally sensitive areas, research, demonstration, and cultural objects or areas. Additionally, the Contractor agrees to protect all improvements on State property affected by the work of this contract including, but not limited to, roads, culverts, bridges, ditches, fences, utility lines, and buildings.

If damages occur due to the Contractor's operations, the Contractor shall be responsible for damage or restoration costs, or other compensation measures as described in this contract. State may deduct damage or restoration costs from payments to the Contractor. This clause shall not relieve the Contractor from other applicable civil or criminal remedies provided by law.

G-140.1 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractors' or any subcontractors' performance or failure to perform the contract. Contractors' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any

actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

In addition to any other remedy authorized by law, the State may retain as much of the performance security, or any money or credits due Contractor necessary to assure indemnification.

G-150.1 Insurance

Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may also suspend Contractor operations until required insurance has been secured.

Companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports should issue all insurance and surety bonds. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources Pacific Cascade region office shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Contractor shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements

stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured via endorsement on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased as deemed necessary by State, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including

death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160.1 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Contractor in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180.1. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products harvested beyond the terms of this contract.

Contractor is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Contractor shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170.1 Assignment and Delegation

Contractor shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Contractor may perform any duty through a delegate, but Contractor is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Contractor.

G-180.1 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and the State.

G-181.1 Contract Modification for Protection of Resources and Improvements

The Harvesting Services contract may be unilaterally terminated or modified by the State upon determination that the Contractor's operations would cause serious damage to resources or improvements, or would be significantly inconsistent with State land management plans.

In the event of contract modification under this section and through no fault of Contractor operations, the Contractor shall be reimbursed for any additional operations required, provided that any work or extra protection shall be subject to prior approval of the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.1 Notice

Notices required to be given by the State under the following clauses shall be in writing and shall be delivered to the Contractor's authorized agent or sent by certified mail to the Contractor's address of record, so that their receipt may be acknowledged by Contractor.

G-092.1 Harvest Area Boundary Adjustment

G-181.1 Contract Modification for Protection of Resources and Improvements

G-210.1 Violation of Contract

G-220.1 State Suspends Operation

D-015.1 Delivered Mis-sorted Logs and Penalties

D-016.1 Damages for Delivered Mis-manufactured Logs

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Contractor agrees to notify the State of any change of address.

G-210.1 Violation of Contract

- a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract

termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.

- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.
- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

G-220.1 State Suspends Operations

The Contract Administrator may suspend any operation of Contractor under this contract when the State is suffering, or there is reasonable expectation the State will suffer environmental, monetary or other damage if the operation is allowed to continue.

Contractor shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes prior to approval and notice from the Contract Administrator.

Contractor may request a modification of suspension within seven (7) calendar days of the start of suspension through the dispute resolution process. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Contractor may request a contract term adjustment based on the number of excess days of suspension.

G-230.1 Unauthorized Activity

Any cutting, removal, or damage of forest products by Contractor, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Contractor to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240.1 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Contractor must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the contractor may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Region Manager's written decision. Contractor and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250.1 Compliance with All Laws

Contractor shall comply with all applicable statutes, regulations and laws, including, but not limited to, chapter 27.53 RCW, chapter 68.50 RCW, WAC 240-15 and WAC 296-54. Contractor shall provide documentation from Washington State Departments of Labor and Industries and Revenue that all obligations concerning worker compensation and safety will be met. Failure to comply may result in forfeiture of this contract.

G-251.1 Harassment

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-270.1 Equipment Left on State Land

All equipment owned or in the possession of Contractor, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 30 days after the expiration of the contract period is subject to disposition as provided by law. Contractor shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280.1 Operating Release

An operating release is a written document, signed by the State and the Contractor, indicating that the Contractor has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Contractor and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Contractor's right to cut and remove forest products on the released area will terminate.

G-310.1 Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; HF-099, HF-100, WO-10, WO-10A, WO-15, WO-16A, WO-15A, WO-20, WO-20A, WO-30, WO-100, WO-100A, WO-101, WO-101A, WO-103 and WO103A. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330.1 Pre-work Conference

Contractor shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Contractor before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Contractor's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Contractor's purposes or complies with applicable laws.

Contractor shall arrange with the Contract Administrator to review this contract and work requirements with any and all subcontractors prior to receiving authorization for any subcontractor to begin operations.

G-340.1 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Contractor shall, at the Contractor's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-370.1 Blocking Roads

Contractor shall not block the WO-15, HF-99, HF-100, WO-100, Woolford Rd., Private Driveways, unless authority is granted in writing by the Contract Administrator.

G-380.1 Road Easement and Road Use Permit Requirements

The State grants Contractor the right to operate under the following rights of way:

Easement #55-001656 between State and Mary Kress, Monte Kress and Sharon Kress dated April 6, 1979.

Easement #55-002359 between State and Monte Kress and Sharon Kress dated April 12, 1990.

G-430.1 Open Fires

The Contractor its employees or its subcontractors shall not set or allow to be set any open fire at any time of the year without first obtaining permission in writing from the Contract Administrator.

G-450.1 Encumbrances

This contract and Contractor's activities are subject to the following:

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Lawrence B. Brian & Aileen W. Brian
Disclosed by Application No.: 50-039481
Granted: 11/19/1976
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Medard Preston
Disclosed by Application No.: 50-041080
Granted: 12/12/1978
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road & Buried Power
In Favor of: Public Utility District #1 of Cowlitz County
Disclosed by Application No.: 50-044834
Granted: 10/21/1982
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road & Buried Communication Line
In Favor of: Kalama Telephone Company
Disclosed by Application No.: 50-044951
Granted: 10/21/1982
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Arne L. Loren
Disclosed by Application No.: 50-045030
Granted: 1/10/1983

Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Ray Woolford
Disclosed by Application No.: 50-045238
Granted: 4/13/1983
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Charles McGovern
Disclosed by Application No.: 50-045239
Granted: 3/28/1983
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Cistern and Pipeline
In Favor of: Gary L. Hetland & Aase R. Hetland
Disclosed by Application No.: 50-046184
Granted: 9/28/1984
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: David E. Johnson
Disclosed by Application No.: 50-049216
Granted: 5/31/1988
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Power
In Favor of: Cowlitz County Public Utility District #1
Disclosed by Application No.: 50-054722
Granted: 9/29/1995
Expires: 9/30/2025

Easement, including the terms and provisions thereof,
For: Buried Communication Line
In Favor of: Kalama Telephone Company
Disclosed by Application No.: 50-054722
Granted: 11/2/1995
Expires: 9/30/2025

Easement, including the terms and provisions thereof,
 For: County Road
 In Favor of: Cowlitz County
 Disclosed by Application No.: 50-CR3184
 Granted: 8/2/1983
 Expires: Indefinite

Water Right, including the terms and provisions thereof,
 For: Spring
 In Favor of: DNR
 Disclosed by Application No.: 78-000218
 Granted: 11/5/1980
 Expires: Indefinite

Section P: Payments and Securities

P-030.1 Payment for Harvesting and Hauling Services

The State shall pay Contractor for harvesting and hauling services at the following rates:

Payment for Harvesting Stump to Truck ('On Board Truck' or OBT): The State's payment to the Contractor for harvesting services will be in accordance with the following table;

Sort Number(s)	Unit of Measure	OBT Rate	OBT Utility Rate
1,2,3	Ton	\$0.00	N/A
4,5	Ton	\$14.00	N/A

Utility volume for mbf sorts determined on an adjusted gross scale basis.

The State shall not pay for any logs scaled containing metal.

Payment for Hauling: The State's payment to the Contractor for hauling services upon the tons delivered multiplied by: a base rate, 'A' and 'C' mile rates, the 'haul miles' listed in clause G-022.1, a fuel index factor and the Contractor's hauling bid factor using the following formula:

Hauling Services Payment Rate per Ton
 = (Base Rate + Mileage Rate) x (DATA MISSING: No data found.)

Base Rate = \$2.35
 (based on the multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008'.)

Mileage Rate = ((\$0.16 x C miles) + (\$0.11 x A miles)) x Fuel Index Factor

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at <https://www.eia.gov/petroleum/gasdiesel/> using the following formula;

$$\text{Fuel Index Factor} = 1 + ((Q(x) - Q(\text{base})) / Q(\text{base}))$$

Where;

Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.

Q(x) = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each;

January and apply to loads delivered between January 1 and March 31,

April and apply to loads delivered between April 1 and June 30,

July and apply to loads delivered between July 1 and September 30,

October and apply to loads delivered between October 1 and December 31.

Travel distances to each log sort destination will be determined by the State and represents the one-way travel distance from the sale area to the purchaser's delivery point.

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

The state must approve all haul routes and will determine travel distances prior to contractor delivery of logs to each specified destination. The State may determine alternate haul routes and delivery destinations during the course of this contract. Upon notification by the State, the Contractor is required to deliver logs: using the alternative route, or to State approved alternative delivery locations. Payment rates for approved alternate routes and delivery destinations shall be set forth by amending this clause in accordance with clause G-180.1.

For sorts bid on an mbf basis tonnage will be calculated using the State's conversion rates in the table below unless actual tonnage is available and approved for use. For tonnage sorts, actual tonnage shall apply.

[3]

Contractor is responsible for billing the State for harvesting and hauling services performed using load data collected by State approved third party scaling organizations and reported by the State designated Log and Load Reporting Service. The billing statement shall include itemized accounts and summaries of harvesting tonnage and hauling mileage charges in a format approved by the State.

The billing schedule shall be the 1st and the 16th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 15th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-031.1 Payment for Hauling Across Ferries and Other Miscellaneous Tolls

Prior authorization is required for payment of any additional transportation charges incurred by Contractor, including: ferries, toll bridges, and other miscellaneous tolls.

For payment including ferries, toll bridges, or other miscellaneous tolls, the Contractor's billing statement must include an itemized list of loads by trucker name and truck number, DNR load ticket number and date of crossing(s):

- a. Reimbursement for authorized ferry tolls will be at a fixed rate of 15 for each crossing with a loaded truck and 15 for each empty return. A 'Wave2Go' statement or equivalent documentation shall be included with the itemized list. For any loads over 80' loaded and 60' empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement.
- b. 'Good to Go' regulated bridge tolls will be reimbursed at a fixed rate of \$15.00 per authorized toll crossing. A "Good To Go" statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement.
- c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

Requests for payment of ferry and toll charges must be received by the State prior to contract termination. Contractor shall only be reimbursed for the amount of toll approved for payment by the Contract Administrator.

Payment for ferries or tolls incurred for backhauling loaded trucks, in either direction, shall be the responsibility of the Contractor and will not be reimbursed by the State.

Convenience tolling, fines, and/or extra charges will not be reimbursed.

P-032.1 Payment for Road Construction

The Contractor is responsible for independently negotiating, procuring and paying for road construction services provided.

The State shall pay Contractor for roadwork completed at the following rates:

MISSING DATA

One station of road construction is 100 feet. All materials, equipment time, labor, and equipment mobilization costs are included in the total price. Any part of the road plan not covered in the rates above shall be paid for by the Contractor at their own expense.

Upon completion of road construction, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the roadwork in writing, the Contractor is responsible for billing the State for road construction services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contract Administrator will verify that road construction described on the billing statement is complete prior to State making payment to Contractor.

The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-033.1 Payment for Additional Road Maintenance Work

The Contractor is responsible for independently negotiating, procuring and paying for additional road maintenance services provided.

During the course of operations, the State may identify and require additional road maintenance work to be completed by the Contractor. The amount of payment for this additional road maintenance work deemed necessary by the State will be calculated and paid for using the equipment rates in Schedule M 'Additional Road Maintenance Payment Rates'.

Upon completion of any additional road maintenance work, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the additional road maintenance work in writing, the Contractor is responsible for billing the State for additional road maintenance services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contractor Administrator will verify that road maintenance described on the billing statement is complete prior to State making payment to Contractor. The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary,

and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-034.1 Payment for Additional Miscellaneous Work

During the course of operations, the State may identify and require additional miscellaneous work to be completed by the Contractor.

A plan for the additional work deemed necessary by the State shall be provided by the Contractor and must be approved in writing by the State prior to commencement of work by the Contractor. After the Contract Administrator has inspected and approved the work in writing, the Contractor is responsible for billing the State for work performed. The billing statement shall include an itemized account of the equipment, labor and materials necessary for the additional work that has been completed and approved.

The State shall reimburse the Contractor for approved costs within thirty (30) days of State's approval of the statement.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-090.1 Performance Security

Prior to start of any operations Contractor agrees to provide one or more of the following State approved performance securities; cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act bond, for the amount of \$10,000.00. At least 50% must be in a form other than a bond, unless otherwise agreed to by the State.

\$60,000.00 for performance security.

Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by Contractor's operations, failure to perform, or noncompliance with any rule or law. In addition, said security may be used by the State to satisfy any claims or liens made by Contractor's subcontractors, material providers, or other individuals against the State or its Purchasers, which arise from this Harvesting Services Contract.

If at any time the State decides that this security has become unsatisfactory, the Contractor agrees to suspend operations and, within fifteen (15) days of notification, replace the security with one acceptable to the State. The State may also require increases to the existing performance security at any time.

Unapplied performance security will be returned to Contractor after the State issues an operating release and completes the financial closeout.

P-100.1 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Contractor. Prior to any reduction of the performance security amount, the Contractor must submit a written reduction request. No reduction will be allowed by the State unless such reduction can be made while fully protecting the State's interests.

P-120.1 Contractor Responsibility for Subcontractor Services

Contractor is responsible for negotiating, procuring, and paying for all services rendered by any subcontractor. Subcontractor services may include, but are not limited to, harvesting logs, hauling logs, and building roads.

Section L: Log Definitions and Accountability**L-010.1 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.1 and manufacturing standards defined by clause G-024.1 of this contract.

L-013.1 Log Sorts Delivered to Incorrect Destination

Purchasers have agreed to purchase the log sort (s) as described in the G-022.1 clause. In the event a load of logs from an incorrect sort is delivered to a Purchaser, the Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, Contractor shall notify the State within 24 hours. The Contractor will maintain responsibility for proper disposition and delivery of incorrectly delivered loads.

L-060.1 Load Tickets

Contractor shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Contractor shall account for all load tickets issued by the Contract Administrator. The State may treat load tickets not accounted for as lost forest products. All costs associated with computing the billings for lost loads shall be borne by Contractor.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

L-114.1 State Approval of Haul Route

Contractor shall file with the Contract Administrator and Contract Administrator shall approve a map showing the haul route, which unscaled and unweighed logs will travel from the harvest area to the weighing/scaling location and approved destinations. The Contractor must notify Contract Administrator within 24 hours of any deviation from the haul route. The route of haul may be changed by prior agreement of the State and the Contractor. The Contract administrator must be notified by the Contractor of any overnight stays of an unscaled or unweighed load of logs.

L-130.1 Conversion Factors

Forest products harvested and delivered from the sale area that are not measured in units specified in the P-030.1 'Payment for Harvesting and Hauling Services' clause of this contract shall be converted to the contract specified payment units using Department of Natural Resources conversion factors unless a plan to do otherwise has been pre-approved by the State.

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

H-013.1 Reserve Tree Damage Definition

Reserve trees are trees required and designated for retention within the sale boundary. Contractor shall protect reserve trees from being cut, damaged, or removed during operations.

Reserve tree damage exists when one or more of the following criteria occur as a result of Contractor's operation, as determined by the Contract Administrator.

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree's top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Contractor shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Contractor may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.1.

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230.1 'Unauthorized Activity' clause. Contractor is required to leave all cut or damaged reserve trees on site.

H-015.1 Skid Trail Requirements

A skid trail is defined as an area that is used to skid logs for more than three passes by any equipment.

- a. Skid trail will not exceed 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on each unit.
- c. Skid trails will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to falling adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Contractor shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-018.1 Temporary Stream Crossings

A temporary stream crossing is required to access Unit 5.

Contractor shall comply with the following during the yarding operation:

- a. Adhere to the approved Hydraulic Permit Application (HPA) or Forest Practice Application (FPA) with approved hydraulic project work, if required, amend a current FPA or obtain a new FPA prior to commencing any new stream crossing construction.
- b. Location of the temporary stream crossing must be approved by the Contract Administrator.
- c. A temporary stream crossing shall not exceed 10 feet in width, including rub trees.
- d. Contractor shall suspend operations during periods of wet weather when a high potential for sediment delivery into typed waters may occur.
- e. Temporary stream crossings shall be removed at the time of completion of yarding as required by the Contract Administrator.

Contractor shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-025 Timing Requirements for Timber Removal

All timber must be removed within 30 days of being felled.

H-030.1 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization and value of forest products.

H-035 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-052.1 Branding and Painting

The State shall provide a State of Washington registered log brand. Contractor must brand and paint all logs removed from the harvest area in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All logs removed from the harvest area designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

For pulp loads purchased under a contract designated as export restricted, Contractor shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable red paint.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120.1 Harvesting Equipment

Forest products harvested under this contract shall be harvested and removed using Cable, Cable-Assist, Shovel, Tracked Skidder. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent, Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent, 6 Wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 50 percent and Cable assist operations will not be permitted on slopes over 70 percent. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126.1 Tailholds on State Land

If Contractor tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-127.1 Tailholds on Private Land

If Contractor chooses to tailhold on private property, Contractor shall obtain permit(s) and assumes responsibility for all costs and damages associated with the permit(s). Contractor must provide the State with a copy of the executed permit(s) or a letter from the landowner indicating that a satisfactory tailhold permit(s) has been consummated between Contractor and the landowner.

H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

Active haul routes will be posted with CB channels by Contractor.

No operations shall occur on weekends, State recognized holidays, or from 7 p.m. to 6 a.m. on weekdays.

Ground based yarding equipment shall only operate during dry soil conditions.

All corridors within Units 5 and 6 will be marked by contractor and approved by Contract Administrator prior to felling.

All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, Contract Administrator approval is required and trees will be left where felled.

All skid trails used by the 6 wheeled skidder shall be identified by the contractor and approved by the Contract Administrator in writing.

The following perertain to the Unit 5 Crossing:

In constructing or reconstructing crossing to Unit 5, only those trees needed for passage within Type 4 RMZ shall be removed and left within RMZ outside ordinary high water mark – any cutting of trees is subject to Contract Administrator approval.

A culvert sufficient to pass flow (minimum 12 inch diameter) shall be installed in the watercourse prior to building up the crossing with logs and fill material.

Berm logs (logs oriented vertically into the ground) shall be installed outside the ordinary high water mark to prevent logs from swinging off the crossing into the watercourse and must be approved by the Contract Administrator prior to installation.

Following operations, abandonment shall consist of removing the crossing, pulling back any existing side cast material, water-barring trails, grass seeding and spreading straw on exposed soils.

Permission to do otherwise must be granted in writing by the Contract Administrator.

H-150.1 Required Removal of Forest Products

Contractor shall remove from the sale area, present for scaling and deliver to the designated purchaser locations specified in the G-022.1 clause all forest products conveyed that meet the following minimum dimensions unless directed otherwise by the Contract Administrator:

Species	Net Bd Ft	Log Length (ft)	Log dib
Conifer	10	12	5
Hardwood	20	16	5

The State may treat failure to remove forest products left in the sale area that meet the above specifications as a breach of this contract. The Contractor shall be responsible for forest products not removed. At the State's option, the State or a third party scaling organization may scale forest products, for volume, that meet the above specifications and are left in the sale area. State may deduct the value of forest products not removed from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products left in the sale area will be borne by Contractor.

If Contractor's failure to remove all the forest products specified under the contract is due to circumstances beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, the State may elect to modify the required removal requirements. Contractor is required to request contract removal requirement modifications in writing. The State shall consider such requests and may grant them in part or entirety only when Contractor has demonstrated that they have been endeavoring to complete the project and are otherwise performing with due diligence.

H-161.1 Excessive Timber Breakage

The Contractor shall be responsible for felling and yarding timber in a manner that shall minimize breakage and maintain stump heights within contract specifications, unless permission to do otherwise is agreed to by the Contract Administrator.

The State may treat excessive timber breakage, as determined by the Contract Administrator as a breach of this contract. At the State's option, the State or a third party scaling organization may scale forest products, for volume. State may deduct the value of forest products damaged through excessive breakage from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products damaged through excessive breakage will be borne by Contractor.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

Section C: Construction and Maintenance

C-040.1 Road Plan

Road construction and associated work provisions of the Road Plan for this project, dated July 24, 2024 are hereby made a part of this contract.

The State may make modifications to the Road Plan made necessary by unforeseen conditions. Any modifications that create additional work for the Contractor shall be paid in accordance with the payment terms set forth in this contract.

C-050.1 Contractor Road Maintenance and Repair

Contractor shall perform work at their own expense on WO-10, WO-10A, WO-16A, WO-20, WO, 20A and WO-103A road(s). All work shall be completed to the specifications detailed in the Road Plan.

C-060.1 Designated Road Maintainer

If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on all roads not listed in clause C-050.1 and C-55.1. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-130.1 Dust Abatement

Contractor shall abate dust on the HF-99, HF-100, WO-15, WO-30, and WO-100 (from station 0+00 to 4+00).

Section S: Site Preparation and Protection**S-001 Emergency Response Plan**

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

The ERP must be presented for inspection at the prework meeting and kept readily available to all personnel, including subcontractors, on site during active operations.

S-010.1 Fire Hazardous Conditions

Contractor acknowledges that operations under this Contract may increase the risk of fire. Contractor shall conduct all operations under this agreement following the requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.

In the event of an uncontrolled fire, Contractor agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

Contractor's failure to effectively engage in fire-safe operations is considered a breach and may result in suspension of operations.

S-020.1 Extreme Hazard Abatement

Contractor shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan

must be acceptable to the Contract Administrator. The plan will identify how Contractor will accomplish abatement. Contractor shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance and approval of Contractor's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate for Contractor's purposes or complies with applicable laws.

Unit 1, along Woolford Road and the south and east property lines.

Unit 4, along the west property line.

S-030 Landing Debris Clean Up

Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator.

S-035 Logging Debris Clean Up

Slash and debris created from harvest activities shall be treated in a manner approved in writing by the Contract Administrator.

S-040.1 Noxious Weed Control

Contractor shall notify the Contract Administrator in advance of moving equipment onto State lands. Contractor shall thoroughly clean all off-road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

When the humidity is 30 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060.1 Pump Truck or Pump Trailer

Contractor shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-070.1 Water Supply

Contractor shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

Slash or debris which enters all typed streams as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No ground-based equipment may operate within 25 feet of Type 4 RMZ's unless authority is granted in writing by the Contract Administrator.

S-130.1 Hazardous Materials**a. Hazardous Materials and Waste - Regulatory Compliance**

Contractor is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal.

Contractor shall be responsible for restoring the site in the event of a spill or other releases of hazardous material/waste during operations conducted under this contract.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

c. Hazardous Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. Contractor shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Contractor is responsible for immediately notifying all the following:

-Department of Emergency Management at 1-800-258-5990

- National Response Center at 1-800-424-8802
- Appropriate Department of Ecology (ECY) at 1-800-645-7911
- DNR Contract Administrator

S-131.1 Refuse Disposal

As required by RCW 70.93, All Contractor generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

S-140.1 Fence Repair

Contractor shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-010.1 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for the State's payments to the Contractor to be reduced for certain breaches of the terms of this contract. These offsets are agreed to as liquidated damages for the Contractor's breach, and are not penalties. They are reasonable estimates of anticipated harm to the State caused by the Contractor's breach. The State and Contractor agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Contractor by allowing the Contractor to better assess its responsibilities under the contract.

D-015.1 Damages for Delivered Mis-sorted Logs

Logs delivered by Contractor that do not meet the receiving Purchaser's log sort specifications as described in clause G-022.1 are considered mis-sorts.

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 12% of a load's total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the Contractor's harvesting payment may be made. For the improper delivery of mis-sorted logs, the State may reduce the harvesting payment by \$100.00 for each load delivered which contained mis-sorted volume in excess of 12%, as documented by third-party scaling ticket.

D-016.1 Damages for Delivered Mis-manufactured Logs or Poles

Logs or Poles delivered by Contractor that do not meet the receiving Purchaser's preferred log length specifications as described in clause G-022.1, logs not meeting manufacturing standards as described in clause G-024.1, and poles not meeting specifications in Schedule P are considered mis-manufactured logs or poles.

Mis-manufactured log or pole volume will be considered on a per load basis. When mis-manufactured logs or poles amount to more than 5% of a loads total volume, as

determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load of mis-manufactured logs or \$300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

D-022.1 Damages for Failure to Begin Product Deliveries

Contractor's failure to begin deliveries by the date listed in clause G-027.1, Log Delivery Schedule and Conditions, can result in substantial injury to the State. The Contractor shall pay \$100.00 per day until deliveries begin or until a plan to remedy the delay has been agreed to in writing by the State. Days where operations are restricted such as weekends and State holidays are not subject to damages.

D-023.1 Damages for Failure to Remove Forest Products

Contractor's failure to remove all of the forest products specified prior to the expiration of the contract operating authority results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. The Contractor's failure to perform disrupts the State's management plans in the project area, the actual cost of which is difficult to assess. A re-offering of the contract involves additional time and expense and is not an adequate remedy. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State in the amount calculated according to the following guidelines:

- a. Full stumpage value will be assessed for felled trees, individual or scattered standing trees, or clumps of standing trees less than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.
- b. 35% of full stumpage value will be assessed for clumps of standing trees greater than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

The stumpage value of forest products left shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume and acreage measurement as determined by the State.

D-024.1 Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State at an amount calculated according to the following:

The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Purchasers would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

The stumpage value of forest products excessively broken shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume measurement as determined by the State.

D-030.1 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load, weighing or scaling forest products in a location other than the facilities authorized for use for this sale, and failing to deliver load ticket to the weighing/scaling official all result in substantial injury to the State. The potential loss from not having proper branding, ticketing, weighing locations and accountability is not readily ascertainable. These contractual breaches result in a loss of load and weighing/scaling data the potential for the removal of forest products for which the State receives no payment, and cause increases in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Contractor's payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches: a sum of \$100.00 each time a load of logs does not have branding as required in the contract, \$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations, \$250.00 each time a load is weighed or scaled at a facility not approved as required by the contract, and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official, and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-041.1 Reserve Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all harvest units.

SIGNATURES

This agreement may be executed in any number of counterparts (including by electronic mail in portable document format (.pdf), or by facsimile) each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Agreement binding on all parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Scott Sargent

Print Name

Pacific Cascade Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

**HARVESTING SERVICES CONTRACT
SEALED BID FORM**

Woolly Mammoth Sorts
(Print Project Name)

30-107556
(Agreement No.)

(Print Company Name)

(Street Address)

(Business Telephone Number)

(City, State and Zip Code)

(email address)

To meet Harvesting obligations, I bid the following On Board Truck (OBT) rate:

(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)

- \$/Ton of timber harvested and delivered.**
 \$/mbf of timber harvested and delivered.

And to meet pole sort Harvesting obligations, I bid the following OBT rate:

(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)

- \$/Ton of poles harvested and delivered.**
 \$/mbf of poles harvested and delivered.

“Does Not Apply” to projects with no pole sorts identified. Refer to RFQ section 2.06.

To meet Hauling obligations, I bid:

Hauling Bid Factor
(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFQ section 1.05.
Actual “live-load” weights used to determine payment for hauling sorts designated as “tonnage”. Sorts designated as “MBF” will use calculated tonnage based on the DNR’s advertised “tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

- Road costs for this project are biddable. Road Cost Proposal Form must be completed and submitted as part of bid package.**

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If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.

Attached is my completed 'Statement of Available Resources and Work Plan' which I understand will be evaluated by the Department of Natural Resources in conjunction with my bid to determine my ability to complete the project.

BY SUBMISSION OF THIS BID THE BIDDER WARRANTS AND AGREES TO THE FOLLOWING:

1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.
3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of the DNR whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.
4. Acceptance of the Harvesting Services Contract general terms and conditions.
5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-32.1.
6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.
7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.
8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State Department of Natural Resources.
9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.
10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.

/

11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.
12. The DNR cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.
13. Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.
14. The DNR will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR and I/we claim no proprietary rights to the ideas or writings contained in them.
15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by the DNR, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.
16. Bidder is required to complete the Responsible Bidder Criteria – Wage Law Compliance form in order to be considered a ‘responsible bidder’ (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

By signing and submitting this bid the Bidder agrees to all of the preceding requirements. The Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the harvesting services to be provided through the Harvesting Services Contract, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

(Signature of authorized representative submitting this bid)

(Date)

(Print name and title of authorized representative signing bid)

Exhibit G
Agreement Number: 30-0107556
Woolly Mammoth Sorts

Harvester Road Bid Factor

Required Roads

Roads or Structures	Type	Stations or Quantities	Work Completion Type	Bid Price per Unit	Unit	Bid Total Price*
	Pre-Haul Maintenance	105.10	Required	\$355.00	per Station with required rock depth included	\$37,310.50
	New Construction	2.85	Required	\$4,675.00	per Station with required rock depth included	\$13,323.75
	Reconstruction	5.73	Required	\$4,051.00	per Station with required rock depth included	\$23,212.23
Total Required Roads*						\$73,846.48

Optional Roads

Roads or Structures	Type	Stations or Quantities	Work Completion Type	Bid Price per Unit	Unit	Bid Total Price*
	Reconstruction	39.62	Optional Reconstruction/Optional Rock-2	\$990.00	per Station	\$39,223.80
	Jaw Run	2918.00	Optional Rock-2	\$41.00	per Cubic Yard	\$119,638.00
	New Construction	6.70	Optional Construction/Optional Rock-2	\$1,240.00	per Station	\$8,308.00
	Jaw Run	531.00	Optional	\$41.00	per Cubic Yard	\$21,771.00
	New Construction		Optional Construction/Required Rock-1		per Station with required rock depth included	

Total Optional Roads* \$188,940.80

Total Required Roads* \$73,846.48

Total Optional Roads* \$188,940.80

Total Roads \$262,787.28

*DNR will calculate the total cost based on the Price per Unit supplied by the DNR times the Harvester provided Road Bid Factor. The harvester road bid factor will be no less than 0.650 and no more than 1.35.

The Exhibit G does not include Overhead and General Expense or Move-in costs. DNR does not reimburse for these items directly.

Required roads - The base reimbursement costs are set by DNR.

Optional roads that are not bid with stations and or rock quantities are assumed not be built.

Additional Payments in Excess of Road Plan Specifications P-033.1

Item	Stations or Quantities	Unit Price	Total

PRE-CRUISE NARRATIVE

Sale Name: Woolly Mammoth Sorts	Region: Pacific Cascade
Agreement #: 30-107556	District: St. Helens
Contact Forester: Jacob Berge Phone / Location: (360) 623-9211 / Castle Rock	County(s): Cowlitz,
Alternate Contact: Jacob Harvey Phone / Location: (360) 703-4896 / Castle Rock	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Select harvest system Ground Harvest	80%
Harvest System: Select harvest system Cable Harvest	20%
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	36 / T07 R01W	03	108	20	11	8		69	GPS (Garmin)
2	36 / T07 R01W	03	35	9	3	2		21	GPS (Garmin)
3	36 / T07 R01W	03	20	1	2	0		17	GPS (Garmin)
4	36 / T07 R01W	03	28	9	9	0		10	GPS (Garmin)
5	36 / T07 R01W	03	13	8	1	0		4	GPS (Garmin)
6	36 / T07 R01W	03	7	4	0	0		3	GPS (Garmin)
TOTAL ACRES			211	51	26	10		124	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
Unit 1	The boundary of the sale is marked by white "Timber Sale Boundary" tags and pink flagging. Sale boundary that is adjacent to private property is marked by only pink flagging and white carsonite posts. Leave trees were marked with pink flagging and yellow "Leave Tree Area" tags if they are isolated within the unit and above a ¼ acre. While distribution trees that are less than a ¼ acre are marked by a ring of blue paint on the tree.	Variable Retention Harvest	931 Clumped Leave Trees
Unit 2	The boundary of the sale is marked by white "Timber Sale Boundary" tags and pink flagging and the WO-100 Road. Sale boundary that is adjacent to private property is marked by only pink flagging and white carsonite posts. Leave trees marked by a ring of blue paint on the tree.	Variable Retention Harvest	382 Clumped Leave Trees
Unit 3	The boundary of the sale is marked by white "Timber Sale Boundary" tags and pink flagging, the WO-100 and WO-103 Roads. Sale boundary that is adjacent to private property is marked by only pink flagging and white carsonite posts. Leave trees are marked by a ring of blue paint on the tree.	Variable Retention Harvest	206 Clumped Leave Trees
Unit 4	The boundary of the sale is marked by white "Timber Harvest Boundary" tags and pink flagging. Sale boundary that is adjacent to private property is marked by only pink flagging and white carsonite posts. Leave trees were marked by a ring of blue paint on the tree.	Variable Retention Harvest	887 Clumped Leave Trees
Unit 5	The boundary of the sale is marked by white "Timber Harvest Boundary" tags and pink flagging. Sale boundary that is adjacent to private property is marked by only pink flagging.	Variable Retention Harvest	40 Clumped Leaved Trees
Unit 6	The boundary of the sale is marked by white "Timber Sale Boundary" tags and pink flagging. Sale boundary that is	Variable Retention Harvest	24 Clumped Leave Trees

	adjacent to private property is marked by only pink flagging and white carsonite posts. Leave trees are marked by a ring of blue paint on the tree.		
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OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
Unit 1	Primary: Douglas Fir Secondary: Western Hemlock & Red Alder Est. MBF	Southeast portion of the unit has a private driveway easement on/in the sale road name (WO-30).	See Driving Map
Unit 2	Primary: Douglas Fir Secondary: Western Hemlock Est. MBF	Access Unit 2 from Woolford Rd. onto state for 1 mile.	See Driving Map
Unit 3	Primary: Douglas Fir Secondary: Western Hemlock Secondary: Est. MBF	Access Unit 3 from Woolford Rd. to the end of the mainline.	See Driving Map
Unit 4	Primary: Douglas Fir Secondary: Western Hemlock Est. MBF	Sale is access through an old easement off of Hartford Road. (Hf-100) Follow Harford straight to the end of the roundabout, continue straight toward the house and the easement veers left on a old grade. Road is marked with orange ribbon on the old grade/easement.	See Driving Map
Unit 5	Primary: Douglas Fir Secondary: Western Hemlock Est. MBF	Unit 5 is accessed through another easement. Turn right off of Mountain View Rd. onto HF-99. Follow Hf-99 for approximately 300ft then veer left just before the chain link fence.	See Driving Map
Unit 6	Primary: Douglas Fir Secondary: Western Hemlock Est. MBF	Access unit is from the same easement of Unit 5.	See Driving Map
TOTAL MBF	2408		

REMARKS:

Unit 1: Primarily Douglas fir, 20 BAF and was averaging 6-8 trees. There is a lot of root rot, blowdown, and possible frost/wind break. Red alder component is focused within the draws.

Unit 2: Primarily Douglas fir, similar wood characteristics to unit 1.

Unit 3: Best wood of the sale, averaging around a 15-inch log. Little to no hardwood within the sale boundaries.

Unit 4: Similar characteristics to unit 3.

Unit 5 & 6: Both units are small and have decent Douglas fir. Little to no hardwood within the sale boundaries. Trees average around a 14-16 dbh.

Prepared By: Jacob Berge	Title: Green Mountain Forester	CC:
Date: 6/13/2024		

Timber Sale Cruise Report Woolly Mammoth

Sale Name: WOOLLY MAMMOTH

Sale Type: SORT

Region: PACIFIC CASC

District: ST.HELENS

Lead Cruiser: Blake Warnstadt

Other Cruisers: Dylan Buchanan, Dillon Adair

Cruise Narrative:

Location: Woolly Mammoth Sorts is located 6 miles east of Kalama. Units 1,2, and 3 can be accessed from Woolford Rd off Kalama River Rd. Units 4,5, and 6 can be accessed from Mountain View Rd off the Kalama River Rd.

Cruise Design: All stands were cruised using variable radius plots with trees sighted at 4.5 feet. Boles were measured to a break point of 40% of the diameter at 16 feet or to a 5-inch top. Conifers were cruised to 40-foot preferred log lengths; hardwoods were cruised to 30-foot preferred lengths.

Unit 1 was cruised using a 33.61 BAF. Plots were measured with a count to cruise plot ratio of 2:1.

Unit 2 was cruised using a 40 BAF. Plots were measured with a count to cruise ratio of 1:1.

Unit 3 was cruised with a 40 BAF. Plots were measured with a count to cruise plot ratio of 1:2.

Units 4 and 5 were cruised using a 40 BAF. All plots were measured.

Unit 6 was cruised using a 33.61 BAF. All plots were measured.

ROW Unit 7 was 100% cruised.

Timber Quality: Woolly Mammoth is a Douglas Fir dominant timber sale. There is a small amount of Red Alder and a trace amount of Maple and Black Cottonwood. The DF carries an average diameter of 13.1" and consists of mostly domestic sorts. They have decent looking boles with the dominant defect being spike knots. The Red Alder has an average DBH of 9.5" and looks good. The maple here has a fair amount of forks both at the base and around 20' up. There is also a couple loads of Black Cottonwood that look nice.

Logging and Stand Conditions: Woolly Mammoth is mostly flat to gently sloped terrain. Light understory consisting of mostly ferns, and hard packed soil. Logging is estimated to be 80% ground-based harvesting, and 20 percent cable harvesting.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	13.1	6.0		2,079	143	1,430	471	35
RA	9.5			289		21	268	
MA	9.7			40	0	5	35	
BC	14.2			4	4		0	
ALL	12.2	6.0		2,413	148	1,455	775	35

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	17,457	1,229	12,085	3,945	198
RA	2,197		143	2,054	
MA	324	1	52	271	
BC	40	40		0	
ALL	20,019	1,270	12,281	6,271	198

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
190.1	3.4	109.1	1.6	20,532	3.8

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
WOOLLY MAMMOTH U1	B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	65.0	88.2	36	18	1
WOOLLY MAMMOTH U2	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	18.0	27.1	18	9	0
WOOLLY MAMMOTH U3	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	17.0	18.8	10	6	0
WOOLLY MAMMOTH U4	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	10.0	19.1	7	7	0
WOOLLY MAMMOTH U5	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	4.0	4.1	4	4	0
WOOLLY MAMMOTH U6	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	3.0	1.8	3	3	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
WOOLLY MAMMOTH ROW U7	ST: Strip/Percent Sample (1 tree expansion)	0.5		1	1	0
All		117.5	159.0	79	48	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	7.7	40	36	35	2.7	40.0	4.2
BC	LIVE	4 SAW	Domestic	5.6	28	0	0	0.0	0.3	0.0
BC	LIVE	CULL	Cull	5.0	10	5	0	100.0	0.0	0.0
DF	LIVE	2 SAW	Domestic	12.6	40	1,310	1,219	6.9	1,228.7	143.2
DF	LIVE	3 SAW	Domestic	8.1	40	11,656	11,111	4.7	11,133.0	1,305.5
DF	LIVE	3 SAW	HQ-B	10.1	40	1,080	1,061	1.8	952.3	124.7
DF	LIVE	4 SAW	Domestic	5.1	27	4,157	4,008	3.6	3,945.5	470.9
DF	LIVE	CULL	Cull	5.0	6	161	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	5.3	13	296	296	0.0	197.7	34.8
MA	LIVE	2 SAW	Domestic	13.1	30	2	2	0.0	1.1	0.2
MA	LIVE	3 SAW	Domestic	10.0	34	53	39	26.2	52.2	4.6
MA	LIVE	4 SAW	Domestic	5.4	27	357	302	15.3	271.0	35.5
RA	LIVE	3 SAW	Domestic	10.4	30	184	175	4.7	143.2	20.6
RA	LIVE	4 SAW	Domestic	5.7	31	2,392	2,283	4.5	2,053.8	268.3
RA	LIVE	CULL	Cull	5.0	3	21	0	100.0	0.0	0.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5 - 7	LIVE	Cull	5.0	10	0	100.0	0.0	0.0
BC	5 - 7	LIVE	Domestic	7.6	39	34	2.8	39.2	4.0
BC	8 - 11	LIVE	Domestic	11.1	40	2	0.0	1.1	0.2
DF	5 - 7	LIVE	Cull	5.0	6	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.0	13	265	0.0	176.7	31.2
DF	5 - 7	LIVE	Domestic	5.7	32	8,303	3.6	8,350.8	975.6
DF	8 - 11	LIVE	Domestic	9.4	40	6,816	5.3	6,727.6	800.9
DF	8 - 11	LIVE	Pulp	10.0	14	31	0.0	21.0	3.6
DF	8 - 11	LIVE	HQ-B	10.1	40	1,061	1.8	952.3	124.7
DF	12 - 15	LIVE	Domestic	12.7	40	1,219	6.9	1,228.7	143.2
MA	5 - 7	LIVE	Domestic	5.1	23	298	15.5	267.3	35.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
MA	8 - 11	LIVE	Domestic	9.3	32	43	24.3	56.0	5.1
MA	12 - 15	LIVE	Domestic	13.1	30	2	0.0	1.1	0.2
RA	5 - 7	LIVE	Cull	5.0	2	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.4	32	2,012	4.7	1,785.4	236.4
RA	8 - 11	LIVE	Domestic	8.9	30	446	3.7	411.6	52.5

Cruise Unit Report WOOLLY MAMMOTH U1

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	12.6	6.0		1,084	12	814	233	25
RA	9.5			226		20	206	
MA	10.3			25		5	20	
BC	14.0			4	4			
ALL	11.6	6.0		1,339	16	839	459	25

Unit Cruise Design: WOOLLY MAMMOTH U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	65.0	88.2	36	18	1

Unit Cruise Summary: WOOLLY MAMMOTH U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	70	149	4.1	1
RA	18	32	0.9	0
MA	5	7	0.2	0
BC	1	1	0.0	0
ALL	94	189	5.3	1

Unit Cruise Statistics: WOOLLY MAMMOTH U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	139.1	54.5	9.1	119.9	16.2	1.9	16,679	56.9	9.3
RA	29.9	165.3	27.5	116.5	22.3	5.3	3,480	166.8	28.0
MA	6.5	269.9	45.0	59.1	32.2	14.4	386	271.8	47.2
BC	0.9	600.0	100.0	65.5	0.0	0.0	61	600.0	100.0
ALL	176.5	31.7	5.3	116.8	21.5	2.2	20,606	38.3	5.7

Unit Summary: WOOLLY MAMMOTH U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	14.0	52	65	72	61	15.7	0.9	0.9	0.2	4.0
DF	LIVE	CUT	70	ALL	12.6	61	88	17,348	16,679	3.9	160.7	139.1	39.2	1,084.1
MA	LIVE	CUT	5	ALL	10.3	29	44	450	386	14.2	11.3	6.5	2.0	25.1
RA	LIVE	CUT	18	ALL	9.2	50	81	3,669	3,480	5.2	64.7	29.9	9.8	226.2
ALL	LIVE	CUT	94	ALL	11.7	57	84	21,539	20,606	4.3	237.6	176.5	51.3	1,339.4
ALL	ALL	CUT	94	ALL	11.7	57	84	21,539	20,606	4.3	237.6	176.5	51.3	1,339.4

Cruise Unit Report WOOLLY MAMMOTH U2

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	13.2			355	9	250	93	3
RA	11.6			12			12	
ALL	13.0			368	9	250	106	3

Unit Cruise Design: WOOLLY MAMMOTH U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	18.0	27.1	18	9	0

Unit Cruise Summary: WOOLLY MAMMOTH U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	43	89	4.9	0
RA	4	4	0.2	0
ALL	47	93	5.2	0

Unit Cruise Statistics: WOOLLY MAMMOTH U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	197.8	40.1	9.5	99.9	28.3	4.3	19,750	49.1	10.4
RA	8.9	329.4	77.6	77.4	37.9	18.9	688	331.6	79.9
ALL	206.7	32.7	7.7	98.9	29.1	4.2	20,437	43.8	8.8

Unit Summary: WOOLLY MAMMOTH U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	43	ALL	13.2	54	73	20,742	19,750	4.8	208.1	197.8	54.4	355.5
RA	LIVE	CUT	4	ALL	11.6	44	58	688	688	0.0	12.1	8.9	2.6	12.4
ALL	LIVE	CUT	47	ALL	13.1	54	72	21,430	20,437	4.6	220.2	206.7	57.0	367.9
ALL	ALL	CUT	47	ALL	13.1	54	72	21,430	20,437	4.6	220.2	206.7	57.0	367.9

Cruise Unit Report WOOLLY MAMMOTH U3

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.4			326	104	166	51	5
RA	10.6			14			14	
ALL	14.7			340	104	166	65	5

Unit Cruise Design: WOOLLY MAMMOTH U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	17.0	18.8	10	6	0

Unit Cruise Summary: WOOLLY MAMMOTH U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	28	43	4.3	0
RA	3	3	0.3	0
ALL	31	46	4.6	0

Unit Cruise Statistics: WOOLLY MAMMOTH U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	172.0	31.1	9.8	111.4	13.9	2.6	19,164	34.1	10.2
RA	12.0	316.2	100.0	70.1	21.8	12.6	841	317.0	100.8
ALL	184.0	23.4	7.4	108.7	18.1	3.2	20,005	29.5	8.1

Unit Summary: WOOLLY MAMMOTH U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	28	ALL	15.4	68	91	20,739	19,164	7.6	133.0	172.0	43.8	325.8
RA	LIVE	CUT	3	ALL	10.6	44	61	982	841	14.4	19.6	12.0	3.7	14.3
ALL	LIVE	CUT	31	ALL	14.9	65	87	21,721	20,005	7.9	152.6	184.0	47.5	340.1
ALL	ALL	CUT	31	ALL	14.9	65	87	21,721	20,005	7.9	152.6	184.0	47.5	340.1

Cruise Unit Report WOOLLY MAMMOTH U4

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.1			202	18	132	51
RA	9.3			22			22
ALL	12.3			224	18	132	74

Unit Cruise Design: WOOLLY MAMMOTH U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	10.0	19.1	7	7	0

Unit Cruise Summary: WOOLLY MAMMOTH U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	35	35	5.0	0
RA	6	6	0.9	0
ALL	41	41	5.9	0

Unit Cruise Statistics: WOOLLY MAMMOTH U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	200.0	49.0	18.5	101.0	28.3	4.8	20,192	56.6	19.1
RA	34.3	141.7	53.6	65.2	54.0	22.0	2,237	151.7	57.9
ALL	234.3	23.0	8.7	95.7	33.2	5.2	22,429	40.4	10.1

Unit Summary: WOOLLY MAMMOTH U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	35	ALL	13.1	54	72	21,853	20,192	7.6	213.7	200.0	55.3	201.9
RA	LIVE	CUT	6	ALL	9.3	30	48	2,319	2,237	3.5	72.7	34.3	11.2	22.4
ALL	LIVE	CUT	41	ALL	12.2	48	66	24,171	22,429	7.2	286.4	234.3	66.5	224.3
ALL	ALL	CUT	41	ALL	12.2	48	66	24,171	22,429	7.2	286.4	234.3	66.5	224.3

Cruise Unit Report WOOLLY MAMMOTH U5

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	11.5			51	27	21	2
MA	8.8			12		12	
ALL	10.4			63	27	33	2

Unit Cruise Design: WOOLLY MAMMOTH U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	4.0	4.1	4	4	0

Unit Cruise Summary: WOOLLY MAMMOTH U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	16	4.0	0
MA	7	7	1.8	0
ALL	23	23	5.8	0

Unit Cruise Statistics: WOOLLY MAMMOTH U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	160.0	45.6	22.8	78.9	24.3	6.1	12,628	51.7	23.6
MA	70.0	135.0	67.5	43.3	55.5	21.0	3,032	146.0	70.7
ALL	230.0	32.9	16.5	68.1	38.6	8.0	15,660	50.7	18.3

Unit Summary: WOOLLY MAMMOTH U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	11.5	44	62	13,468	12,628	6.2	221.8	160.0	47.2	50.5
MA	LIVE	CUT	7	ALL	8.8	23	30	3,912	3,032	22.5	165.7	70.0	23.6	12.1
ALL	LIVE	CUT	23	ALL	10.4	35	48	17,379	15,660	9.9	387.5	230.0	70.8	62.6
ALL	ALL	CUT	23	ALL	10.4	35	48	17,379	15,660	9.9	387.5	230.0	70.8	62.6

Cruise Unit Report WOOLLY MAMMOTH U6

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.8			59	39	21
RA	7.5			12		12
MA	7.0			2		2
ALL	10.3			73	39	35

Unit Cruise Design: WOOLLY MAMMOTH U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	3.0	1.8	3	3	0

Unit Cruise Summary: WOOLLY MAMMOTH U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	17	17	5.7	0
RA	3	3	1.0	0
MA	1	1	0.3	0
ALL	21	21	7.0	0

Unit Cruise Statistics: WOOLLY MAMMOTH U6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	190.5	62.0	35.8	103.8	20.7	5.0	19,762	65.3	36.1
RA	33.6	173.2	100.0	120.7	29.5	17.0	4,058	175.7	101.4
MA	11.2	173.2	100.0	56.1	0.0	0.0	629	173.2	100.0
ALL	235.3	37.8	21.8	103.9	24.6	5.4	24,449	45.1	22.5

Unit Summary: WOOLLY MAMMOTH U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	17	ALL	11.8	57	83	21,523	19,762	8.2	250.8	190.5	55.4	59.3
MA	LIVE	CUT	1	ALL	7.0	18	25	755	629	16.7	41.9	11.2	4.2	1.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	3	ALL	7.5	38	90	4,310	4,058	5.8	109.6	33.6	12.3	12.2
ALL	LIVE	CUT	21	ALL	10.4	48	79	26,587	24,449	8.0	402.3	235.3	72.0	73.3
ALL	ALL	CUT	21	ALL	10.4	48	79	26,587	24,449	8.0	402.3	235.3	72.0	73.3

Cruise Unit Report WOOLLY MAMMOTH ROW U7

Unit Sale Notice Volume (MBF): WOOLLY MAMMOTH ROW U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	12.7			2	0	1	1	0
RA	10.1			2		0	1	
MA	11.0			1	0		1	
BC	17.0			0	0		0	
ALL	11.3			5	1	1	3	0

Unit Cruise Design: WOOLLY MAMMOTH ROW U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.5		1	1	0

Unit Cruise Summary: WOOLLY MAMMOTH ROW U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	17	20	20.0	0
RA	14	27	27.0	0
MA	10	16	16.0	0
BC	1	1	1.0	0
ALL	42	64	64.0	0

Unit Cruise Statistics: WOOLLY MAMMOTH ROW U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	35.2	0.0	0.0	116.4	16.7	4.0	4,096	16.7	4.0
RA	30.0	0.0	0.0	100.6	13.9	3.7	3,020	13.9	3.7
MA	21.0	0.0	0.0	110.0	17.2	5.4	2,306	17.2	5.4
BC	3.2	0.0	0.0	133.3	0.0	0.0	420	0.0	0.0
ALL	89.3	0.0	0.0	110.2	16.4	2.5	9,842	16.4	2.5

Unit Summary: WOOLLY MAMMOTH ROW U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	17.0	70	87	420	420	0.0	2.0	3.1	0.8	0.2
DF	LIVE	CUT	17	ALL	12.7	64	79	4,102	4,096	0.1	40.0	35.2	9.9	2.0
MA	LIVE	CUT	10	ALL	11.0	56	68	2,306	2,306	0.0	31.8	21.0	6.3	1.2
RA	LIVE	CUT	14	ALL	10.1	51	62	3,020	3,020	0.0	54.0	30.0	9.4	1.5
ALL	LIVE	CUT	42	ALL	11.3	57	69	9,848	9,842	0.1	127.8	89.3	26.4	4.9
ALL	ALL	CUT	42	ALL	11.3	57	69	9,848	9,842	0.1	127.8	89.3	26.4	4.9



**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 2942862

Effective Date: 10/28/2024

Expiration Date: 10/28/2027

Shut Down Zone: 655

EARR Tax Credit: Eligible Non-eligible

Reference: 36-07-01W

Woolly Mammoth 30-107556

Decision

- Notification Accepted** Operations shall not begin before the effective date.
- Approved** This Forest Practices Application is subject to the conditions listed below.
- Disapproved** This Forest Practices Application is disapproved for the reasons listed below.
- Withdrawn** Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- Closed** All forest practices obligations are met.

FPA/N Classification

Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

4 years 5 years

Conditions on Approval/Reasons for Disapproval

No additional conditions.

Issued By: Geoff Crosby

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 10/28/2024

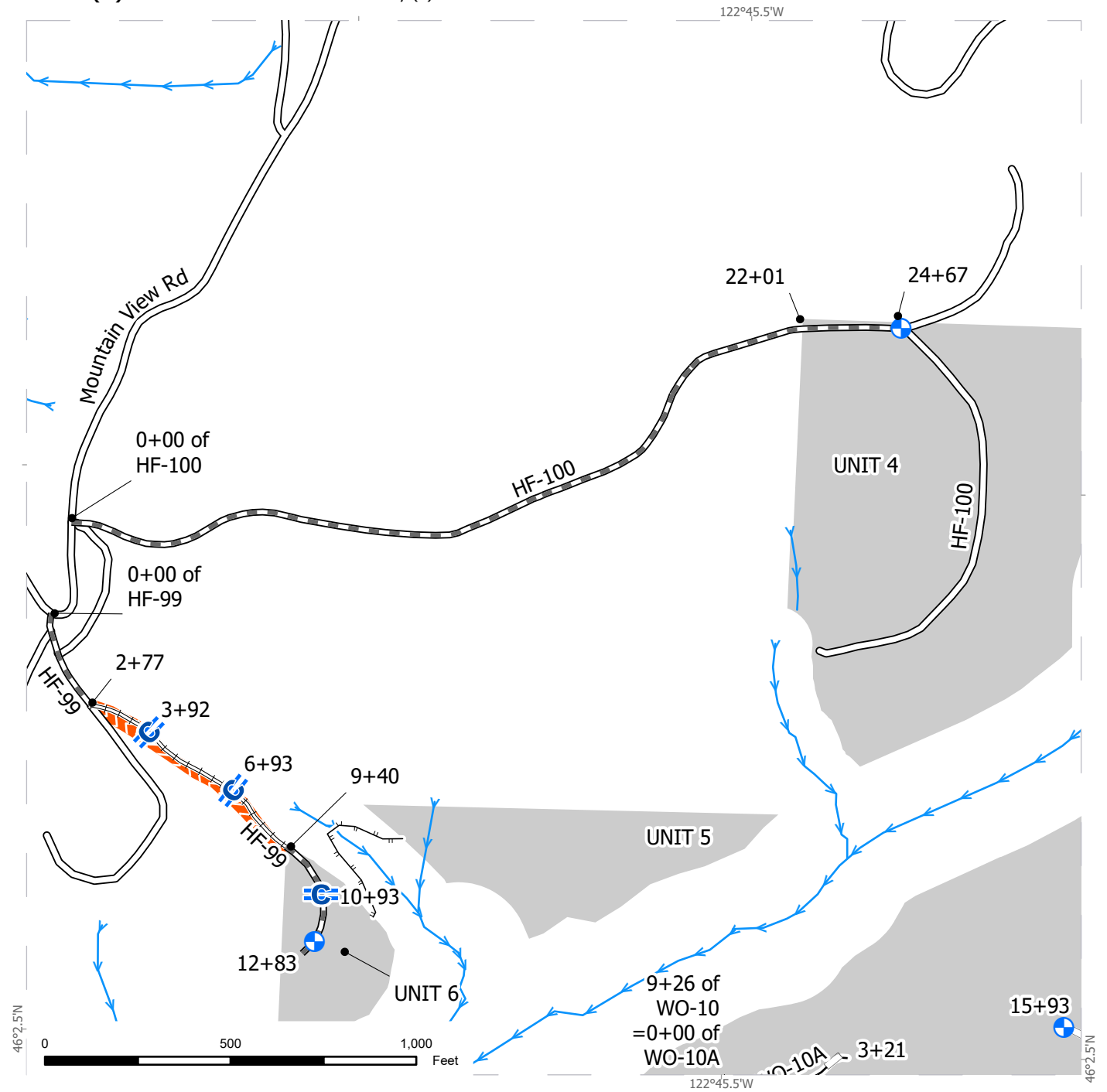
Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: Jacqui Spahr Date: 10/28/2024

ROAD PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



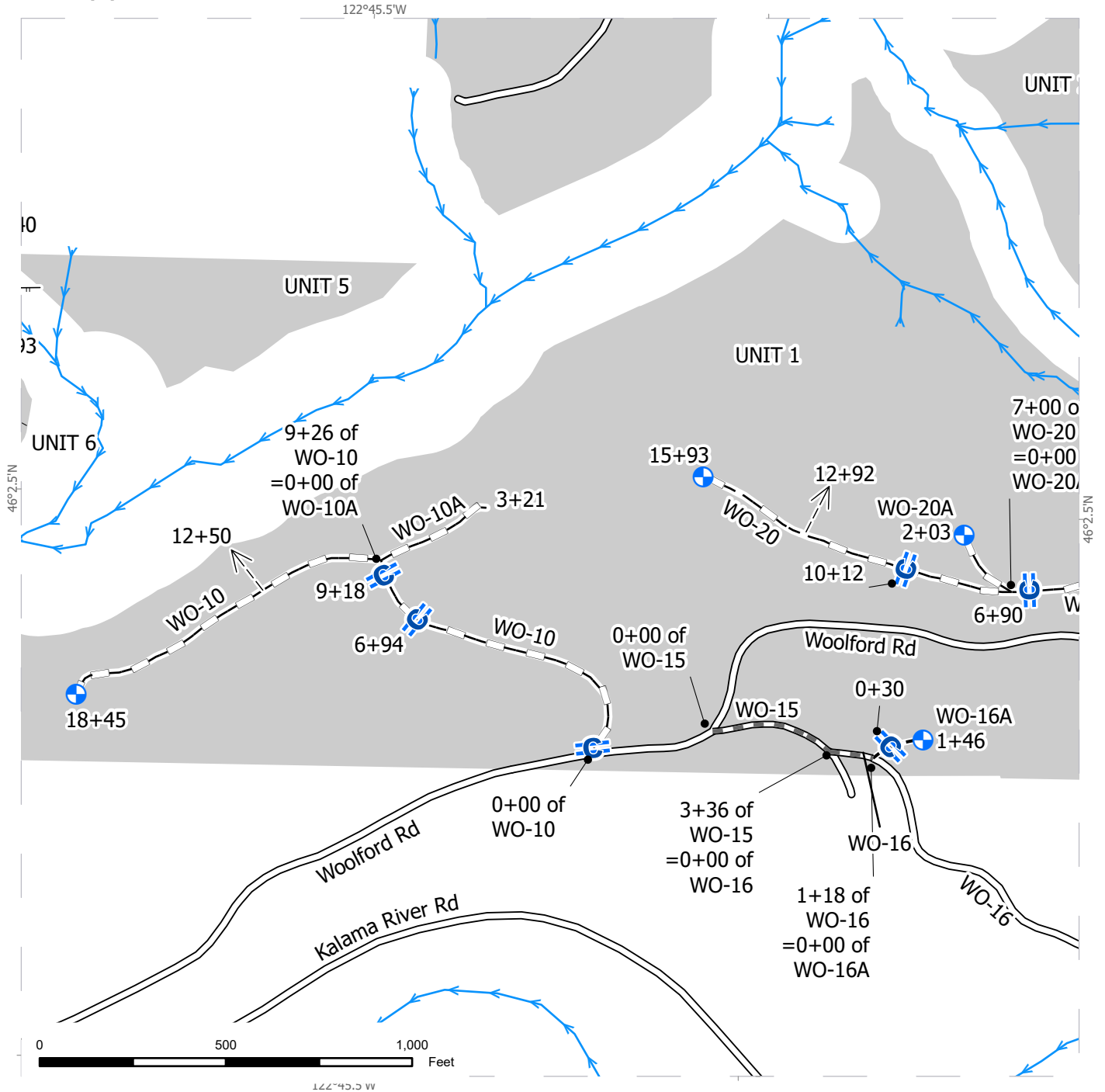
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Crossdrain Culvert	Right-of-Way Harvest
Required Reconstruction		Streams
Optional Reconstruction		
Designated Skid Trail		



ROAD PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
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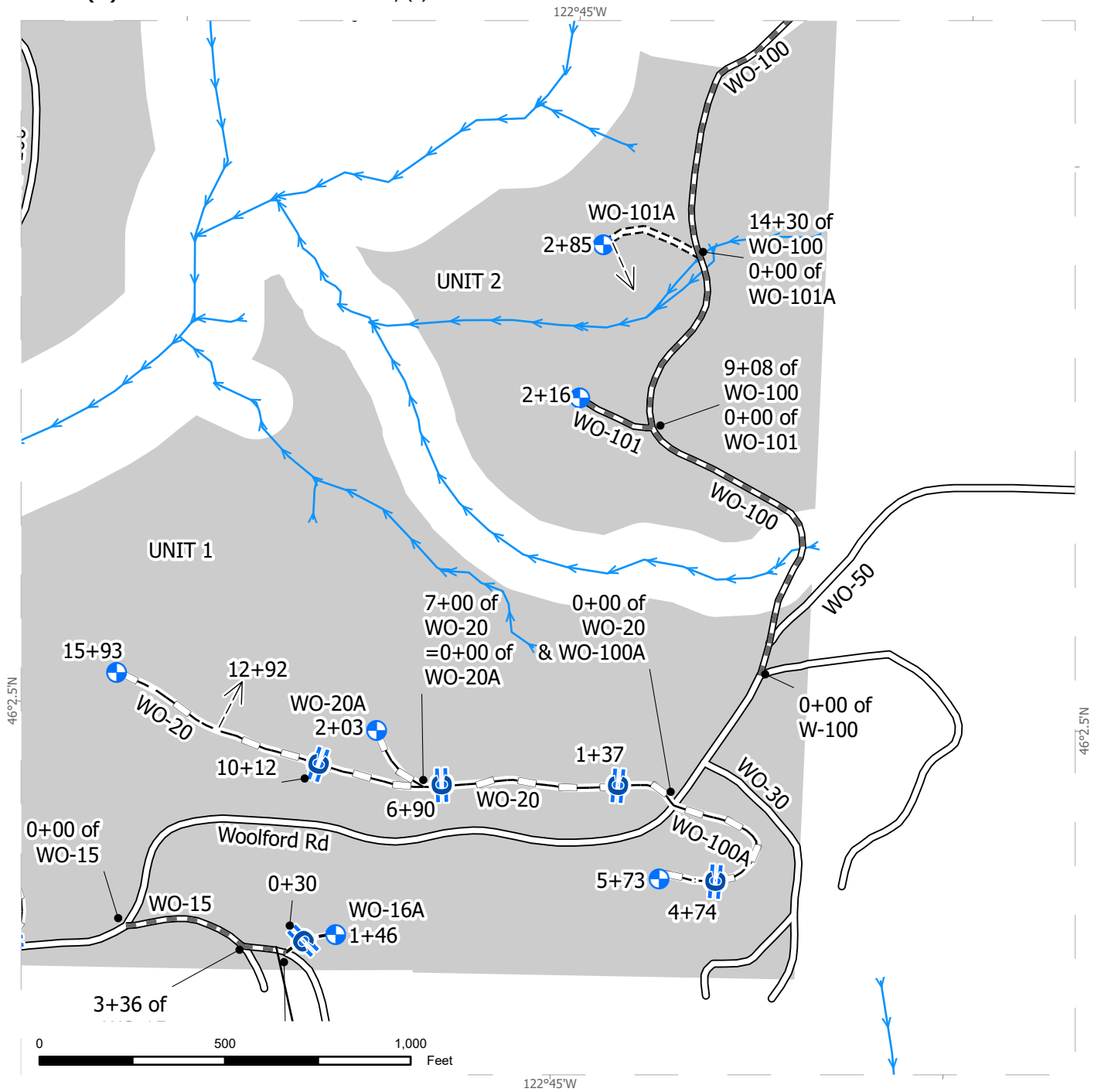
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Crossdrain Culvert	Streams
Optional Construction	Ditchout	
Optional Reconstruction		
Designated Skid Trail		



ROAD PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
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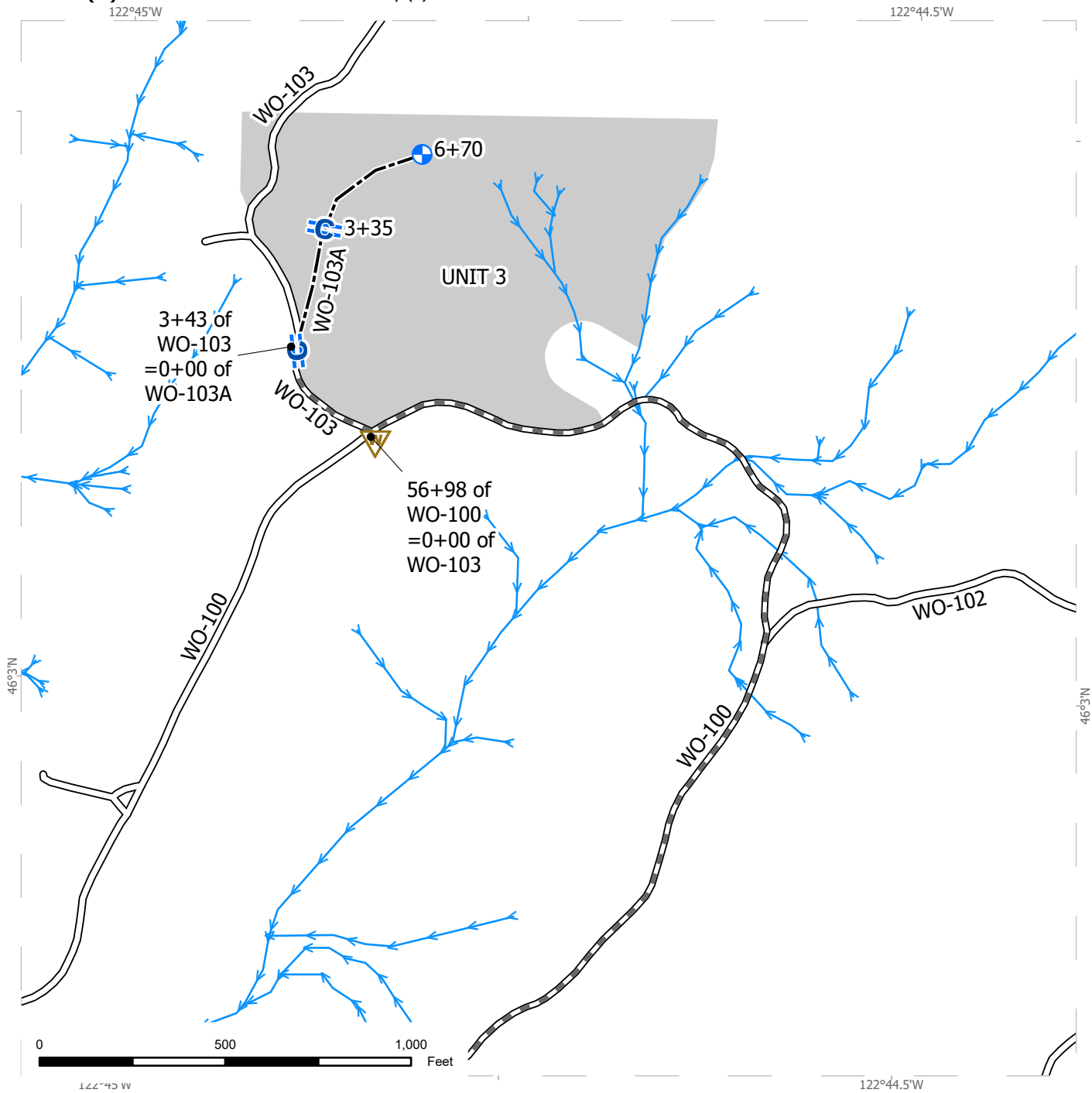
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Crossdrain Culvert	Streams
Required Construction	Ditchout	
Required Reconstruction		
Optional Construction		
Optional Reconstruction		



ROAD PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
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REGION: Pacific Cascade Region
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ELEVATION RGE: 360-880



Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Waste Area	Streams
Optional Construction	Crossdrain Culvert	



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

WOOLLY MAMMOTH SORTS TIMBER SALE ROAD PLAN
COWLITZ COUNTY
ST HELENS DISTRICT
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-107556

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DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
HF-99	0+00 to 2+77	Pre-Haul Maintenance
HF-99	2+77 to 9+40	Reconstruction
HF-99	9+40 to 12+83	Pre-Haul Maintenance
HF-100	0+00 to 24+67	Pre-Haul Maintenance
WO-15	0+00 to 3+36	Pre-Haul Maintenance
WO-16	0+00 to 1+18	Pre-Haul Maintenance
WO-100	0+00 to 56+98	Pre-Haul Maintenance
WO-101	0+00 to 2+16	Pre-Haul Maintenance
WO-103	0+00 to 3+43	Pre-Haul Maintenance
WO-101A	0+00 to 2+85	Construction

0-3 OPTIONAL ROADS

The specified work on the following roads is not required. Any optional roads built by the Contractor must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
WO-10	0+00 to 18+45	Reconstruction
WO-10A	0+00 to 3+21	Reconstruction
WO-16A	0+00 to 1+46	Construction
WO-20	0+00 to 15+93	Reconstruction
WO-20A	0+00 to 2+03	Reconstruction
WO-100A	0+00 to 5+73	Reconstruction
WO-103A	0+00 to 6+70	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing, grubbing, and organic debris disposal; excavation, embankment, fill, and waste material disposal; turnout, landing, turnaround, ditch, and ditch-out construction; acquisition and installation of drainage structures; shaping and compaction; acquisition and application of rock; acquisition and application of erosion control.

0-5 RECONSTRUCTION

This project includes, but is not limited to the following reconstruction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
HF-99	2+77 to 9+40	Clearing and grubbing, widening the road prism, culverts, shaping and compaction, rock, erosion control
WO-10	0+00 to 18+45	
WO-10A	0+00 to 3+21	
WO-20	0+00 to 15+93	
WO-20A	0+00 to 2+03	
WO-100A	0+00 to 5+73	

0-6 PRE-HAUL MAINTENANCE

This project includes, but is not limited to the following pre-haul maintenance requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
HF-99	0+00 to 2+77	Maintenance grading & compaction
HF-99	9+40 to 12+83	Brushing & landing construction
HF-100	0+00 to 24+67	Brushing & landing construction
WO-15	0+00 to 3+36	Brushing
WO-16	0+00 to 1+18	Brushing
WO-100	0+00 to 56+98	Maintenance grading, rock application in accordance with the ROCK LIST, compaction
WO-101	0+00 to 2+16	
WO-103	0+00 to 3+43	

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENENACE.

0-10 ABANDONMENT

This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

If the Contractor desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Contractor shall obtain approval from the State for the submitted plan.

1-2 NON-COMPLIANCE WITH STATE ROAD PLAN

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to non-compliance or the Contractor's choice of construction techniques will be at the Contractor's expense.

1-3 ROAD DIMENSIONS

Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES

Contractor shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

<u>Tolerance Class</u>	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.
7. Road Plan maps.

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator’s or designee’s decision will be final.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Contractor shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer’s recommendation, and may not begin without written approval from the Contract Administrator.

1-15 ROAD MARKING

Contractor shall perform road work in accordance with the state’s marked location. All road work is marked as follows:

- Orange ribbon, orange paint, centerline stakes for construction & reconstruction
- Offset stakes with orange ribbon for pre-haul

1-20 COMPLETE BY DATE

On the following road(s), Contractor shall complete road work by the specified date.

<u>Road</u>	<u>Stations</u>	<u>Type</u>	<u>Date</u>
WO-10	0+30 to 18+45	Abandonment	October 31, 2025
WO-10A	0+30 3+21	Abandonment	
WO-20	0+30 to 15+93	Abandonment	
WO-20A	0+30 to 2+03	Abandonment	
WO-100A	0+30 to 5+73	Abandonment	
WO-103A	0+30 to 6+70	Abandonment	

1-21 HAUL APPROVAL

Contractor shall not use roads under this road plan for timber haul, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Contractor shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Contractor shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Brushing
- Maintenance grading
- Subgrade construction and reconstruction
- Culvert installations
- Shaping & compaction
- Rock application & compaction
- Post-construction and reconstruction erosion control application
- Abandonment

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-130.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
HF-99	Timber Haul	October 1 to April 30 & year round between 5pm-6am
HF-100		
WO-15		
WO-16		
WO-16A		

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130, Contractor shall provide and comply with a maintenance plan to include further protection of state resources. Contractor shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Contractor is required to maintain all haul roads at their own expense, including those listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER and P-032.1 PAYMENT FOR ROAD CONSTRUCTION. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

Contractor shall not allow silt-bearing runoff to enter any streams.

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220.1 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 6 inches on jaw run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. In the event that surface or base stability problems persist, Contractor shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Contractor shall protect the work from damage or deterioration.

1-31 SPEED LIMITS

On the following road(s), speeds are limited to 10 mph.

<u>Road</u>	<u>Stations</u>
HF-99	0+00 to 12+83
HF-100	0+00 to 24+67
WO-15	0+00 to 3+36
WO-16	0+00 to 1+18
WO-16A	0+00 to 1+46

1-32 ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on asphalt surfaces at any time. If Contractor must run equipment on asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on asphalt surfaces, Contractor shall immediately cease all road construction and hauling operations. Contractor shall remove any dirt, rock, or other material tracked or spilled on the asphalt surface(s) and have surface(s) evaluated by the Region Engineer or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Contractor’s expense, as directed by the Contract Administrator.

Contractor shall have asphalt surfaces reviewed by a third party, specializing in asphalt construction and repair. The third party’s scope of the damage and repairs must be agreed upon between the Contractor and the Contract Administrator. Damage to the asphalt from transporting equipment will be repaired at the Contractor’s expense.

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. Contractor shall request a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

Contractor shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to county roads.

If additional damage to the surface, signs, guardrails, etc. occurs then the damage will be repaired, at the Contractor’s expense, as directed by the Contract Administrator when authorized by the county or WSDOT.

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. Known utilities are listed, but it is the Contractor’s responsibility to identify any utilities not listed. Contractor shall work in accordance with all applicable laws or rules concerning utilities. Contractor is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way. Contractor shall notify the utility before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
HF-99	0+00 to 12+83	Overhead and/or underground	811
HF-100	0+00 to 24+67		
WO-15	0+00 to 3+36		
WO-16	0+00 to 1+18		
WO-16A	0+00 to 1+46		

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

Contractor shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE

Contractor shall perform maintenance on roads listed in Contract Clause C-050.1 CONTRACTOR ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

Contractor may be required to perform maintenance on roads listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Contractor shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4 PASSAGE OF LIGHT VEHICLES

Contractor shall maintain all road(s) in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

Contractor shall use a grader to shape the existing surface before timber haul. Contractor shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road(s), Contractor shall cut vegetative material up to 4 inches in diameter, including limbs, as shown on the ROADSIDE BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
HF-99	9+40 to 12+83
HF-100	13+23 to 24+67
WO-15	0+00 to 3+36
WO-16	0+00 to 1+18

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-5 CLEARING

Contractor shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or, if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

Contractor shall deck all right-of-way timber. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

3-8 PROHIBITED DECKING AREAS

Contractor shall not deck right-of-way timber in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees.
- On the uphill side of the road

3-10 GRUBBING

Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. Contractor shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Contractor shall place grubbed stumps outside of the clearing limits on the downhill side of the road, and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor on stable locations.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps that are larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION

Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris, except by burning, before timber haul.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are as listed below and at areas approved in writing by the Contract Administrator.

<u>Road</u>	<u>Disposal Location</u>	<u>Requirements</u>
WO-100	Station 56+98 Left	Pile organic debris separate from all other waste

3-23 PROHIBITED DISPOSAL AREAS

Contractor shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.
- On the uphill side of the road.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Contractor shall not bury organic debris unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS

Contractor shall scatter organic debris outside of the grubbing limits in natural openings on the downhill side of the road or as directed by the Contract Administrator. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Contractor shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 12% in 100 feet.
- Maximum grade change for crest vertical curves is 8% in 100 feet.

4-5 CUT SLOPE RATIO

Contractor shall construct excavation slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (on side slopes over 55%)	¾:1	133
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

Contractor shall construct embankment slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

4-7 SHAPING CUT AND FILL SLOPE

Contractor shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

Contractor shall apply embankment widening equally to both sides of the road to achieve the required width.

4-10 WIDEN THE EXISTING SUBGRADE

Contractor shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Contractor shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches.

4-21 TURNOUTS

Contractor shall construct turnouts as designated on the ROCK LIST. Minimum dimensions are shown on the ROCK LIST.

4-22 TURNAROUNDS

Contractor shall construct turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Contractor shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Contractor shall not pull ditch material across the road or mix in with the road surface. Excavated material must be scattered outside the grubbing limits.

4-28 DITCH DRAINAGE

Ditches must drain to cross drain culverts or ditchouts.

4-29 DITCHOUTS

Contractor shall construct ditchouts as identified on the CULVERT LIST and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 DISPOSAL OF WASTE MATERIAL

Contractor may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

4-37 WASTE AREA LOCATION

Contractor may deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
WO-100	Station 56+98 Left	Pile organic debris separate from all other waste

4-38 PROHIBITED WASTE DISPOSAL AREAS

Contractor shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

4-55 ROAD SHAPING

Contractor shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

The Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.

4-60 FILL COMPACTION

Contractor shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Contractor shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

4-62 DRY WEATHER COMPACTION

The Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

4-63 EXISTING SURFACE COMPACTION

Contractor shall compact maintained road surfaces in accordance with the COMPACTION LIST by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Contractor shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-5 CULVERTS

Contractor shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-17 through 10-22.

5-6 CULVERT TYPE

Contractor shall install culverts made of plastic in accordance with Clauses 10-17 through 10-22.

5-10 CULVERT MARKER INSTALLATION

At all new culverts Contractor shall provide and install culvert markers at the inlet AND outlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT LIST that are not installed will become the property of the state. Contractor shall stockpile materials as directed by the Contract Administrator.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 20 feet. Shorter sections of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

Contractor shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock at the outlet. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST.

5-25 CATCH BASINS

Contractor shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Contractor shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all crossdrain culverts on the CULVERT LIST that specify placement of rock. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Placement must be with a zero-drop-height method only.

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Contractor's expense. Rock sources are subject to written approval by the Contract Administrator before their use.

<u>Possible Source</u>	<u>Phone</u>
Kalama River Road Quarry	360-673-0795

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-23 ROCK GRADATION TYPES

Contractor shall provide rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Contractor shall provide a sieve analysis upon request from the Contract Administrator.

6-26 5/8-INCH MINUS CRUSHED ROCK

% Passing 5/8" square sieve	100%
% Passing 3/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	40 - 60%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

The portion of aggregate retained on the No. 4 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-28 1 1/4-INCH MINUS CRUSHED ROCK

% Passing 1 1/4" square sieve	100%
% Passing 5/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 50%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

The portion of aggregate retained on the No. 4 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-37 4-INCH JAW RUN ROCK

% Passing 4" square sieve	95%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

The portion of aggregate retained on the No. 4 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

6-56 ROCK MEASUREMENT BY TRUCK VOLUME

Measurement of spot, energy dissipater, headwall, culvert armoring, and landing rock is on a cubic yard truck measure basis. The Contract Administrator may measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Contractor may maintain load tally sheets for each truck, as shown in the ROCK ACCOUNTABILITY DETAIL, and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

Contractor shall obtain written approval from the Contract Administrator for subgrade construction and drainage installation before rock application.

6-71 ROCK APPLICATION

Contractor shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator may direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

Contractor shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way unless otherwise specified in the ROCK LIST.

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, if hauling takes place from May 1 to September 30, Contractor may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Contractor shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Contractor shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

<u>Road</u>	<u>Stations</u>
WO-10	0+00 to 18+45
WO-10A	0+00 to 3+21
WO-20	0+00 to 15+93
WO-20A	0+00 to 2+03
WO-100A	0+00 to 5+73
WO-103A	0+00 to 6+70

6-76 DRY WEATHER ROCK COMPACTION

The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

6-80 WATERING FOR DUST ABATEMENT

Contractor shall use water for dust abatement as directed by the Contract Administrator.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

Contractor shall install sediment traps, silt fences, settling ponds, or other methods as approved in writing by the Contract Administrator.

8-2 PROTECTION FOR EXPOSED SOIL

Contractor shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 50 feet of a stream or wetland.

8-15 REVEGETATION

Contractor shall spread grass seed on all exposed soils resulting from road work activities. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	<u>Qty (lbs)*</u>
HF-99	30
WO-10 Abandonment	85
WO-10A Abandonment	15
WO-16A Construction	7
WO-20 Abandonment	73
WO-20A Abandonment	9
WO-100A Abandonment	26
WO-101A Construction	13
WO-103A Abandonment	31
Waste Area	25
TOTAL	314

*Quantities are estimates only. Actual quantities may vary and are the responsibility of the Contractor.

8-16 REVEGETATION SUPPLY

The Contractor shall provide the grass seed.

8-17 REVEGETATION TIMING

Contractor shall revegetate during the first available opportunity after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

8-19 ASSURANCE FOR SEEDED AREA

Contractor shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 2-inch tall grass. Contractor shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed at no additional cost to the state.

8-25 GRASS SEED

Contractor shall evenly spread the seed mixture listed below on all exposed soil at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture unless a comparable mix is approved in writing by the Contract Administrator.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Ryegrass	35-45
Fescue	30-45
Highland Bent	5-15
White Clover	8-20
Inert and Other Crop	0.5

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Contractor shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
WO-10	0+30
WO-10A	0+30
WO-20	0+30
WO-20A	0+30
WO-100A	0+30
WO-103A	0+30

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culverts removed from roads become the property of the Contractor and must be removed from state land.

9-5 POST-HAUL MAINTENANCE

Contractor shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
HF-99	0+00 to 2+77	Maintenance grading, rock application in accordance with the ROCK LIST, compaction
HF-100	0+00 to 22+01	
WO-15	0+00 to 3+36	
WO-16	0+00 to 1+18	

9-10 LANDING DRAINAGE

Contractor shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Contractor shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

Contractor shall abandon the following roads by October 31st, 2025. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
WO-10	0+30 to 18+45	Abandonment
WO-10A	0+30 to 3+21	Abandonment
WO-20	0+30 to 15+93	Abandonment
WO-20A	0+30 to 2+03	Abandonment
WO-100A	0+30 to 5+73	Abandonment
WO-103A	0+30 to 6+70	Abandonment

9-23 MEDIUM DECOMMISSIONING AND ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing which will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Transport all removed culverts off site. All removed culverts shall become the property of the Contractor.
- Block roads with earthen barricades according to the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 6-inch deep layer of straw.

SECTION 10 MATERIALS

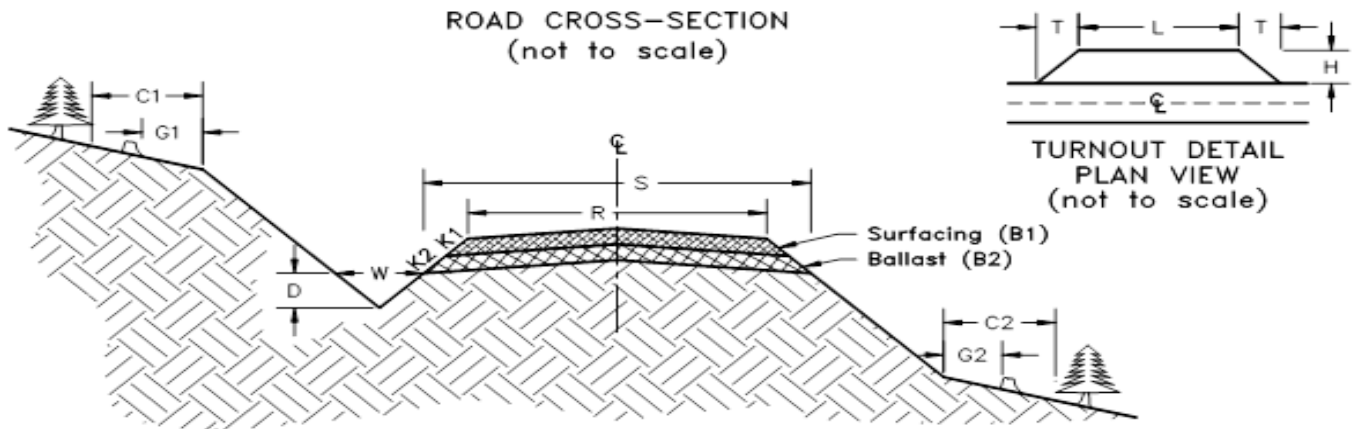
10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

10-22 PLASTIC BAND

Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint.

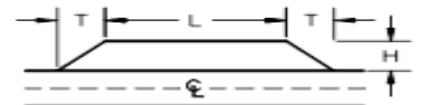
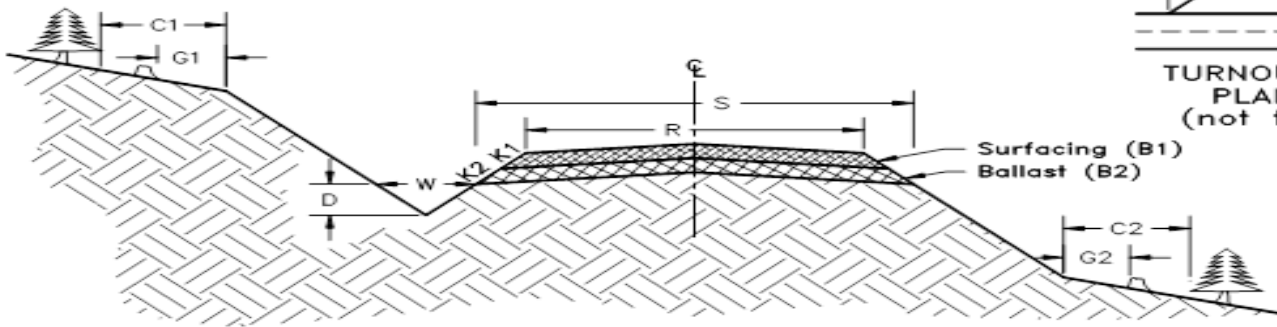
TYPICAL SECTION SHEET



Road Name	From Station	To Station	Tolerance Class	Width (ft)		Ditch (ft)		Crown (%)	Grubbing Limits (ft)		Clearing Limits (ft)	
				Subgrade S	Road R	Width W	Depth D		G1	G2	C1	C2
HF-99	0+00	2+77	A	-	12	-	-	4	-	-	-	-
HF-99	9+40	12+83	A	-	12	-	-	4	-	-	-	-
HF-100	0+00	24+67	A	-	12	-	-	4	-	-	-	-
WO-15	0+00	3+36	A	-	12	-	-	4	-	-	-	-
WO-16	0+00	1+18	A	-	12	-	-	4	-	-	-	-
WO-100	0+00	56+98	A	-	12	-	-	4	-	-	-	-
WO-101	0+00	2+16	A	-	12	-	-	4	-	-	-	-
WO-103	0+00	3+43	A	-	12	-	-	4	-	-	-	-
HF-99	2+77	9+40	B	16	12	3	1	4	2	2	10	10
WO-10	0+00	18+45	B	16	12	3	1	4	2	2	10	10
WO-10A	0+00	3+21	B	16	12	3	1	4	2	2	10	10
WO-16A	0+00	1+46	C	16	12	3	1	4	5	5	10	10
WO-20	0+00	15+93	B	16	12	3	1	4	2	2	10	10
WO-20A	0+00	2+03	B	16	12	3	1	4	2	2	10	10
WO-100A	0+00	5+73	B	16	12	3	1	4	2	2	10	10
WO-101A	0+00	2+85	C	16	12	3	1	4	5	5	10	10
WO-103A	0+00	6+70	C	16	12	3	1	4	2	2	10	10

ROCK LIST
(Page 1 of 3)

ROAD CROSS-SECTION
(not to scale)



TURNOUT DETAIL
PLAN VIEW
(not to scale)

5/8-INCH MINUS CRUSHED ROCK

Road	From	To	Compacted				Rock Source	Turnout (ft)			Rock Slope
			Rock Depth (in)	CY/Station	No. Stations	CY Subtotal		L	H	T	Ratio
HF-99	-	0+00	2	11	2.77	30	Commercial Source	-	-	-	1.5:1
HF-100	-	0+00	2	11	24.67	267		-	-	-	1.5:1
WO-15	-	0+00	2	11	3.36	36		-	-	-	1.5:1
WO-16	-	0+00	2	11	1.18	13		-	-	-	1.5:1

REQUIRED 5/8-INCH MINUS CRUSHED ROCK TOTAL 346

Cubic Yards

ROCK LIST
(Page 2 of 3)

1 1/4-INCH MINUS CRUSHED ROCK

			<u>Compacted</u>							<u>Rock Slope</u>			
			<u>Rock</u>	<u>CY/</u>	<u>No.</u>	<u>CY</u>	<u>Rock</u>			<u>Turnout (ft)</u>			<u>Ratio</u>
<u>Road</u>	<u>From</u>	<u>To</u>	<u>Depth (in)</u>	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	<u>Source</u>			<u>L</u>	<u>H</u>	<u>T</u>	<u>K1</u>
WO-100	-	0+00	56+98	Spot Patch Rock		40	Commercial Source			-	-	-	1.5:1
WO-101	-	0+00	2+16	Spot Patch Rock		10				-	-	-	1.5:1
WO-103	-	0+00	3+43	Spot Patch Rock		10				-	-	-	1.5:1
REQUIRED 1 1/4-INCH MINUS CRUSHED ROCK TOTAL						<u>60</u>	Cubic Yards						

ROCK LIST
(Page 3 of 3)

4-INCH JAW RUN ROCK

Road		From	To	Compacted			Rock Source	Turnout (ft)			Rock Slope	
				Rock	CY/	No.		CY	L	H	T	Ratio
				Depth (in)	Station	Stations		Subtotal				K2
HF-99	-	2+77	9+40	8	42	6.63	278					
HF-99	-	Erosion Rock	-	-	-	-	4					
HF-99	-	9+40	12+83	8	42	3.43	144					
HF-99	-	Turnaround	11+43	-	-	-	28					
HF-99	-	Landing	12+83	-	-	-	42					
HF-99	-	Erosion Rock	-	-	-	-	2					
HF-100	-	Landing	24+67	-	-	-	150	-	-	-	-	
WO-10	*	0+00	18+45	8	42	18.45	775	-	-	-	1.5:1	
WO-10	*	Turnaround	17+74	-	-	-	28	-	-	-	1.5:1	
WO-10	*	Landing	18+45	-	-	-	42	-	-	-	-	
WO-10	*	Erosion Rock	-	-	-	-	4	-	-	-	-	
WO-10A	*	0+00	3+21	8	42	3.21	135	-	-	-	1.5:1	
WO-10A	*	Turnaround	2+21	-	-	-	28	-	-	-	1.5:1	
WO-10A	*	Landing	3+21	-	-	-	42	-	-	-	-	
WO-16A	-	0+00	1+46	12	63	1.46	92	-	-	-	1.5:1	
WO-16A	-	Landing	1+46	-	-	-	63	-	-	-	-	
WO-16A	-	Erosion Rock	-	-	-	-	2	-	-	-	-	
WO-20	*	0+00	15+93	8	42	15.93	669	-	-	-	1.5:1	
WO-20	*	Turnout	4+72	-	-	-	24	50	10	25	1.5:1	
WO-20	*	Turnaround	13+32	-	-	-	28	-	-	-	1.5:1	
WO-20	*	Landing	15+93	-	-	-	42	-	-	-	-	
WO-20	*	Erosion Rock	-	-	-	-	6	-	-	-	-	
WO-20A	*	0+00	2+03	8	42	2.03	85	-	-	-	1.5:1	
WO-20A	*	Landing	2+03	-	-	-	42	-	-	-	-	
WO-100A	*	0+00	5+73	8	42	5.73	241	-	-	-	1.5:1	
WO-100A	*	Landing	5+73	-	-	-	42	-	-	-	-	
WO-100A	*	Erosion Rock	-	-	-	-	2	-	-	-	-	
WO-101A	-	0+00	2+85	12	63	2.85	180	-	-	-	1.5:1	
WO-101A	-	Landing	2+85	-	-	-	63	-	-	-	-	
WO-103A	*	0+00	6+70	8	42	6.70	281	-	-	-	1.5:1	
WO-103A	*	Turnaround	5+70	-	-	-	28	-	-	-	1.5:1	
WO-103A	*	Landing	6+70	-	-	-	42	-	-	-	-	
WO-103A	*	Erosion Rock	-	-	-	-	4	-	-	-	-	

*- Optional rock, see Clause 6-75 OPTIONAL ROCK EXCEPTION

REQUIRED 4-INCH JAW RUN ROCK SUBTOTAL 1048
 OPTIONAL 4-INCH JAW RUN ROCK SUBTOTAL 2589
 4-INCH JAW RUN ROCK TOTAL 3637 Cubic Yards

CULVERT LIST

Road		Culvert		Erosion rock			Bedding/backfill	Construction	Culvert marker		
Name	Station	Diameter (in)	Culvert	Inlet (CY)	Outlet (CY)	Type	Type	Staked (Y/N)	Inlet (Y/N)	Outlet (Y/N)	Remarks
HF-99	3+92	18	30	1	1	JR	NT	N	N	N	Cross Drain
HF-99	6+93	18	30	1	1	JR	NT	N	N	N	Cross Drain
HF-99	10+93	18	30	1	1	JR	NT	N	N	N	Cross Drain
WO-10	0+00	18	30	-	-	-	NT	N	N	N	Cross Drain, Replace
WO-10	6+94	18	30	1	1	JR	NT	N	N	N	Cross Drain, Replace
WO-10	9+18	18	30	1	1	JR	NT	N	N	N	Cross Drain
WO-10	12+50	-	-	-	-	-	-	-	-	-	DOR
WO-16A	0+30	18	30	1	1	JR	NT	N	Y	Y	Cross Drain
WO-20	1+37	18	30	1	1	JR	NT	N	N	N	Cross Drain, Replace
WO-20	6+90	18	30	1	1	JR	NT	N	N	N	Cross Drain, Replace
WO-20	10+12	18	30	1	1	JR	NT	N	N	N	Cross Drain, Replace
WO-20	12+92	-	-	-	-	-	-	-	-	-	DOR
WO-100A	4+74	18	30	1	1	JR	NT	N	N	N	Cross Drain, Replace
WO-101A	2+85	-	-	-	-	-	-	-	-	-	DOL
WO-103A	0+00	18	30	1	1	JR	NT	N	N	N	Cross Drain
WO-103A	3+35	18	30	1	1	JR	NT	N	N	N	Cross Drain

Key

Erosion Rock - Energy dissipater rock at outlets and headwall rock at inlets for cross drains

JR- 4-INCH JAW RUN ROCK

NT- NATIVE MATERIAL

DOL- Ditchout left

DOR- Ditchout right

COMPACTION LIST

				<u>Maximum</u>				<u>Maximum</u>	<u>Maximum</u>
				<u>Depth</u>		<u>Equipment</u>	<u>Minimum</u>	<u>Operating</u>	<u>Amount of</u>
<u>Road</u>	<u>From</u>	<u>To</u>		<u>Per Lift</u>	<u>Equipment</u>	<u>Weight</u>	<u>Number</u>	<u>Speed</u>	<u>Deflection</u>
<u>Name</u>	<u>Station</u>	<u>Station</u>	<u>Type</u>	<u>(inches)</u>	<u>Type</u>	<u>(pounds)</u>	<u>of Passes</u>	<u>(MPH)</u>	<u>(inches)</u>
All	-	-	Existing Surface	-	Vibratory Smooth Drum	20000	5	3	1
All	-	-	Subgrade	-	Vibratory Smooth Drum	20000	4	3	1
All	-	-	Embankment	12	Excavation	30000	4	3	2
All	-	-	Fill	24	Excavation	30000	4	3	2
All	-	-	Rock	-	Vibratory Smooth Drum	20000	5	3	1
All	-	-	Waste Area	24	Excavation	30000	-	-	4

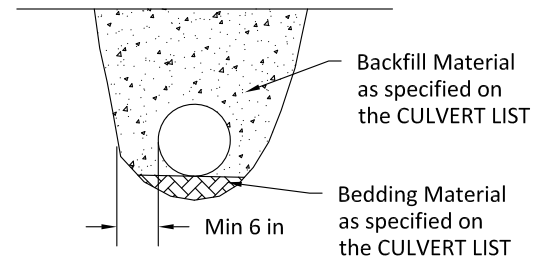
CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 1 OF 2

INSTALLATION REQUIREMENTS:

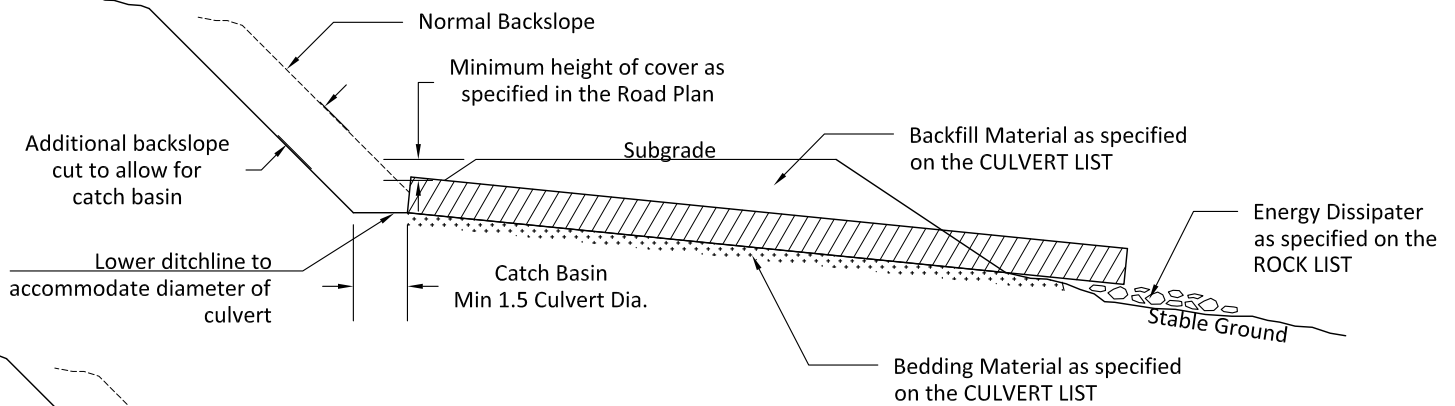
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly supported along the barrel.
2. Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST.

ALL DRAWINGS ARE NOT TO SCALE

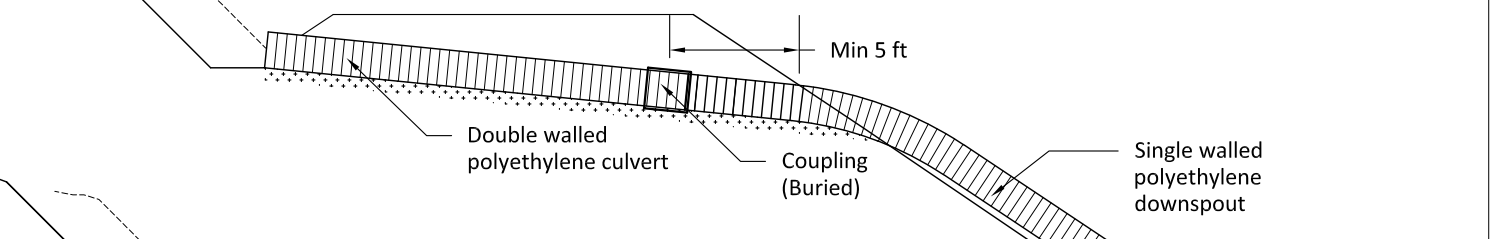
CROSS SECTION



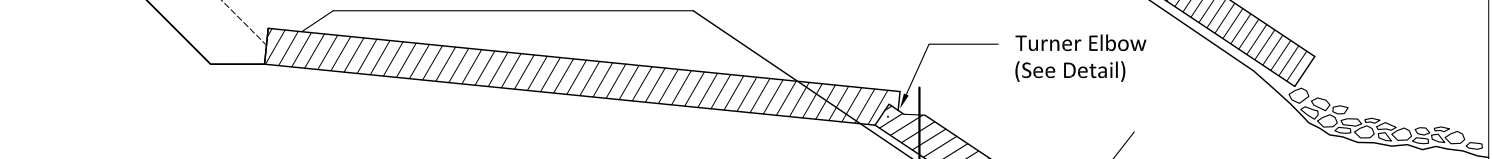
CULVERT PROFILE (TYPICAL)



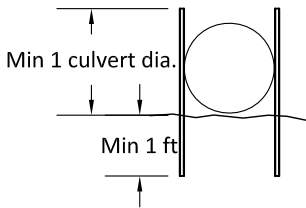
CULVERT WITH DOWNSPOUT OPTION 1



CULVERT WITH DOWNSPOUT OPTION 2

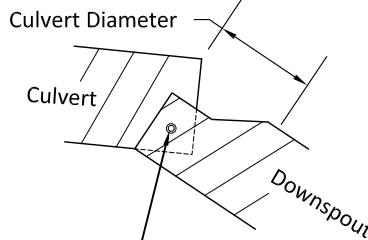


SUPPORT STAKES



Stake Material: T-post with rust protection coating.
Connections: Bolt support stakes to the culvert with $\frac{5}{8}$ " u-bolts, with washers on both the inside and outside of the culvert.
Alternative staking methods may be approved, in writing, by the Contract Administrator.

TURNER ELBOW

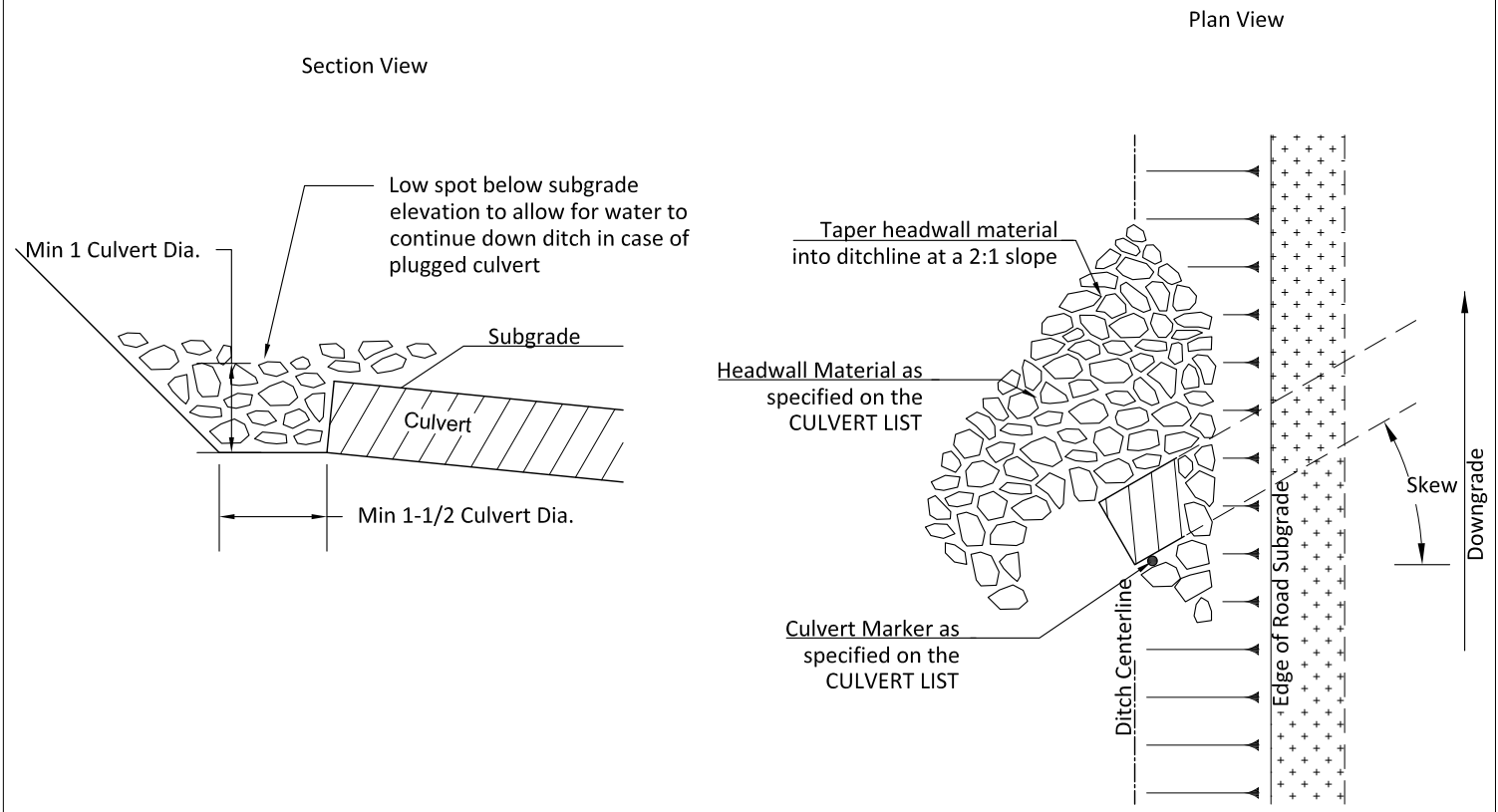


Bolted with $\frac{5}{8}$ " galvanized bolts and washers (both sides)
Downspout must be 6 inches larger in diameter than the culvert.

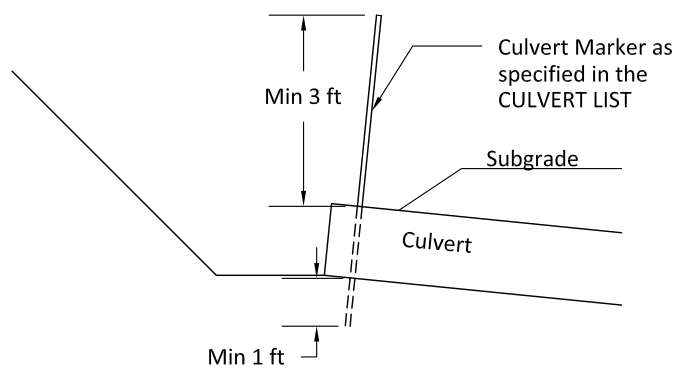
Support Stakes (See Detail)

CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 2 OF 2

HEADWALLS

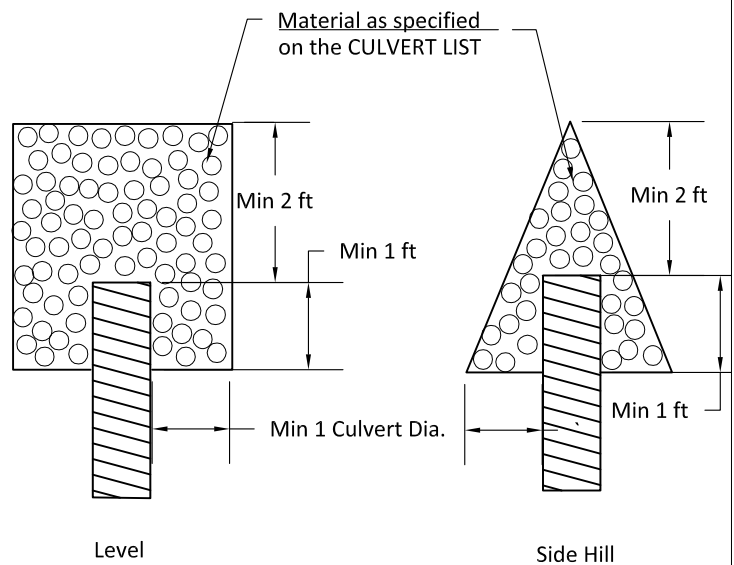


CULVERT MARKERS



Culvert Marker Material: 1 Inch I.D., Schedule 40 PVC Pipe, White. Marker must be capped on the top.
 Culvert Marker Placement: Place on uphill side of culvert, between corrugations if possible.
 Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

ENERGY DISSIPATORS



Min Energy Dissipater Depth: 1 Culvert Dia.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the construction materials. Remove slides from ditches and the roadway. Repair fill-failures with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

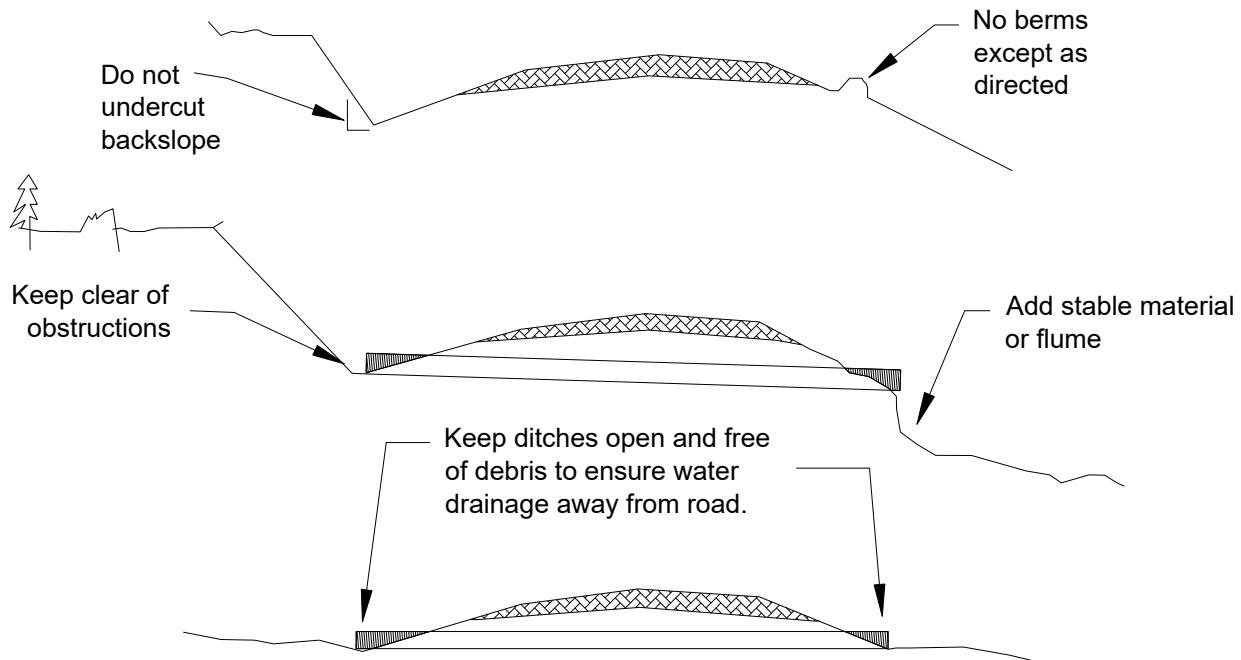
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

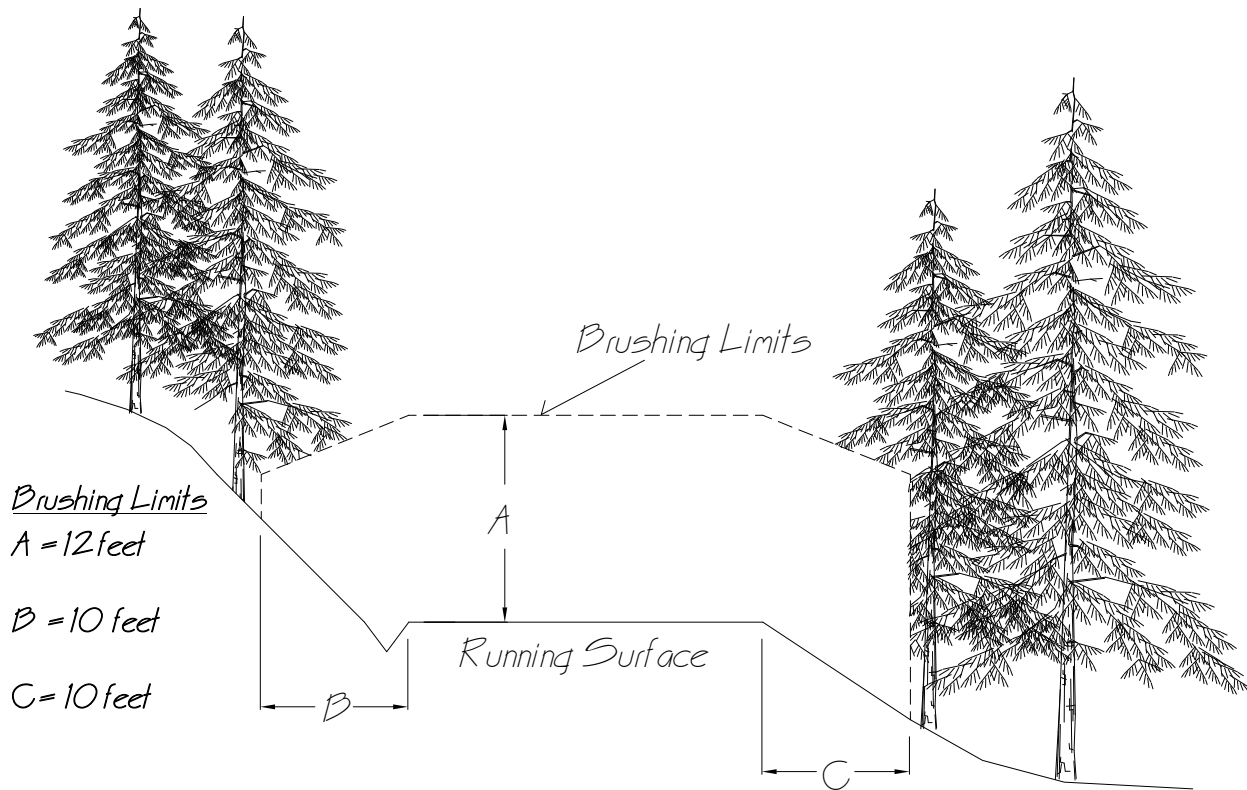
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



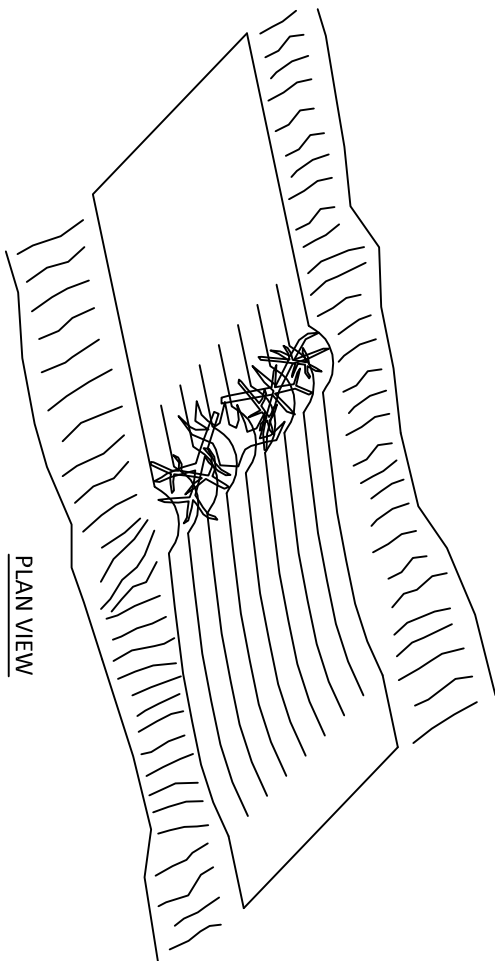
ROADSIDE BRUSHING DETAIL



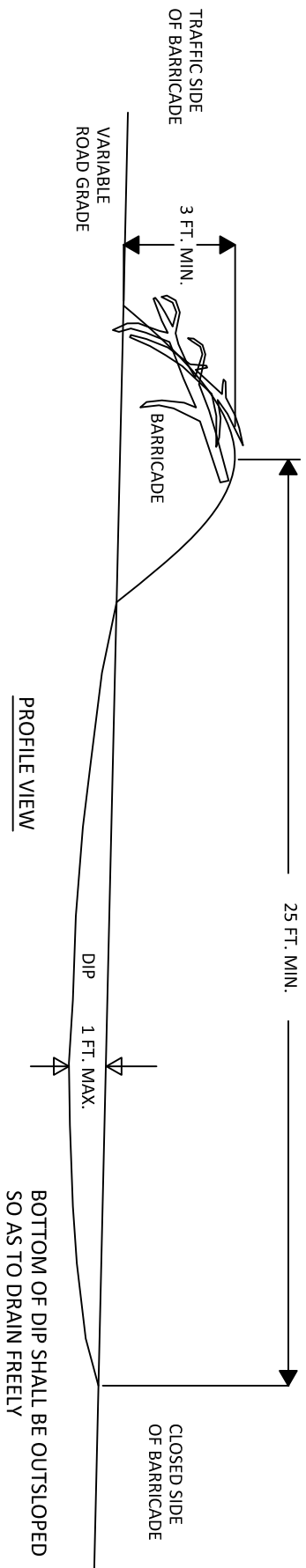
GENERAL NOTES

- 1) Vegetative material, including limbs, up to 4 inches in diameter shall be cut within the brushing limits shown on the drawing above. This includes vegetative material growing on the running surface.
- 2) Vegetative material shall be cut as near flush with the ground as possible, but shall not extend more than 6 inches above the ground.
- 3) Brushing Limit C may be increased on the inside of curves to improve sight distance if approved by the Contract Administrator

EARTHEN BARRICADE DETAIL

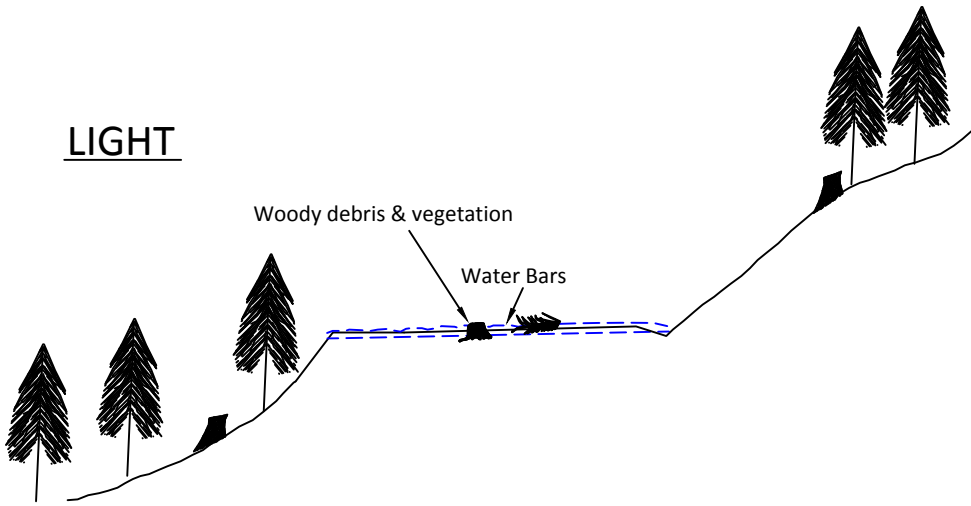


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

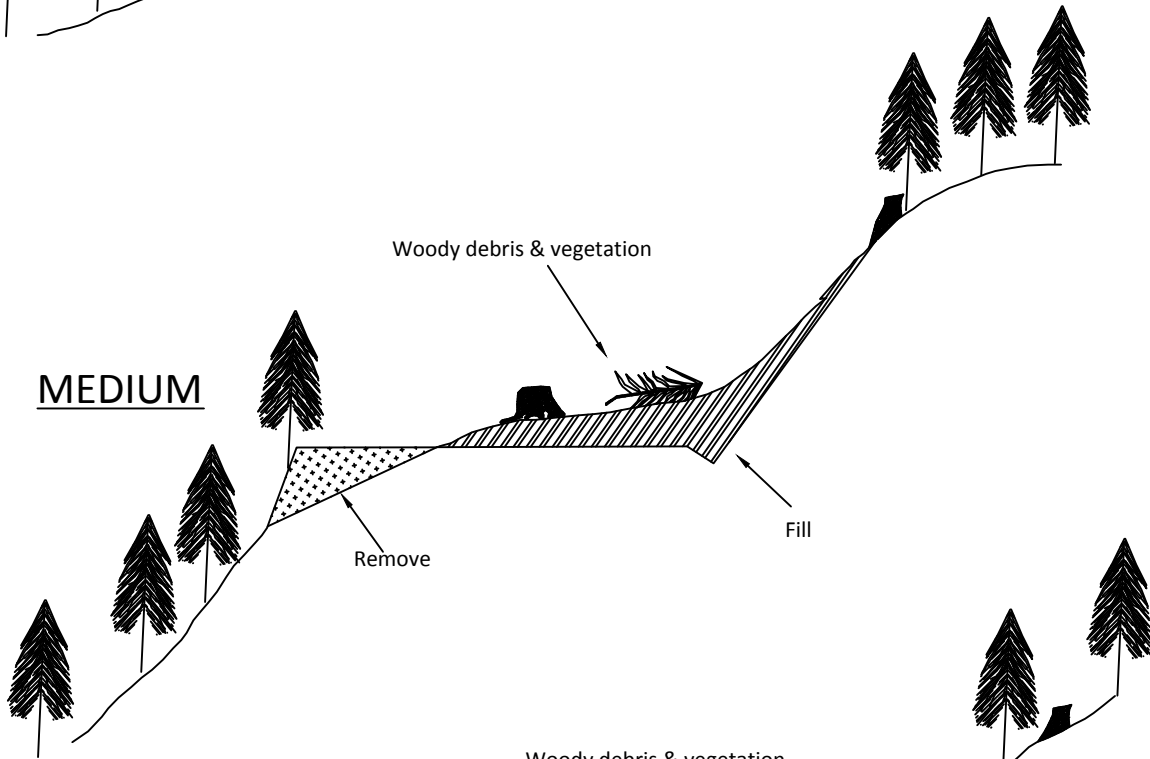


ROAD ABANDONMENT CROSS SECTIONS

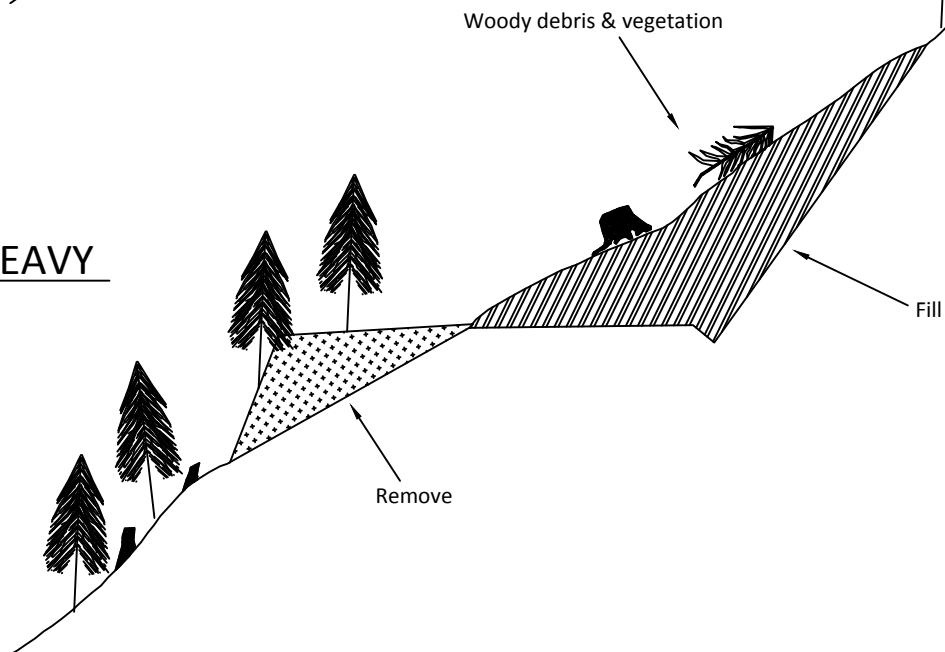
LIGHT



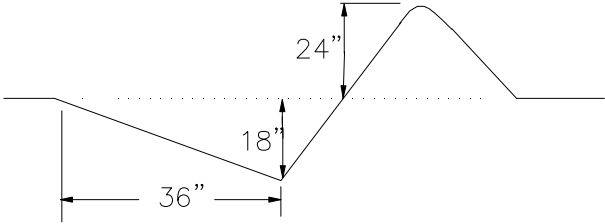
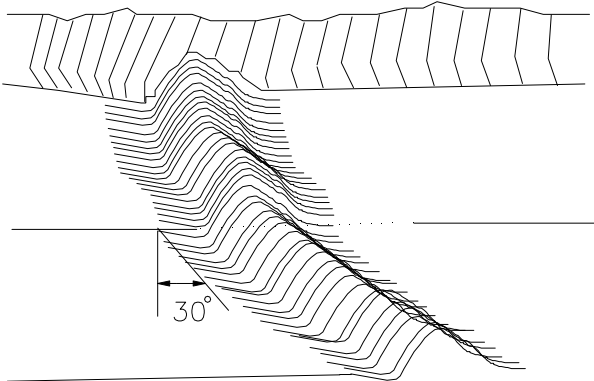
MEDIUM



HEAVY



NON-DRIVABLE WATER BAR DETAIL



SUMMARY Road Development Estimate
 REGION Pacific Cascade
 DISTRICT St Helens

SALE/PROJECT NAME Woolly Mammoth Sorts

AGREEMENT NO. 30-107556

ROAD NAME	WO-16A, WO-101A, WO-103A	HF-99, WO-10, WO-10A, WO-20, WO-20A, WO- 100A	HF-99, HF-100, WO-15, WO-16, WO-100, WO-101, WO-103
ROAD STANDARD	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS	11.01	51.98	114.07
CLEARING & GRUBBING	\$ 2,623	\$ 12,382	\$ -
EXCAVATION AND FILL	\$ 8,919	\$ 30,713	\$ 994
MISC. MAINTENANCE	\$ 72	\$ 111	\$ 4,400
ROAD ROCK	Optional	\$ 91,353	\$ -
	Required	\$ 15,100	\$ 43,173
	Total	\$ 106,453	\$ 43,173
ROCK STOCKPILE PROD	\$ -	\$ -	\$ -
CULVERTS AND FLUMES	\$ 2,037	\$ 5,841	\$ 627
STRUCTURES	\$ -	\$ -	\$ -
MOBILIZATION	\$ 2,200	\$ 2,200	\$ 2,200
TOTAL COSTS	\$ 48,539	\$ 157,700	\$ 51,393
COST PER STATION	\$ 4,409	\$ 3,034	\$ 451
ROAD DEACTIVATION & ABANDONMENT COSTS		\$ 8,081	

TOTAL (All Roads)	\$265,713
TOTAL (Minus Optional Rock)	\$158,279
SALE VOLUME MBF	2409
TOTAL \$/MBF	\$ 110.30
TOTAL \$/MBF (Minus Optional Rock)	\$ 65.70

ESTIMATED BY Chace Johanson

ROCK SOURCE SUMMARY

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556

PIT NAME Kalama River Road Quarry
LOCATION S32 T07N R01W

ASSUMED ROCK SWELL FACTOR LOOSE/COMPACTED 1.25
ASSUMED ROCK DENSITY TONS/CY 1.3
ASSUMED HOT MIX ASPHALT DENSITY TONS/CY 2.0

WASTE AREA REVEGETATION

Grass seeding	\$ 3.64 per pound x 25	\$ 91
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MISCELLANEOUS TOTAL	\$ 91
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MOBILIZATION

SALE/PROJECT NAME Woolly Mammoth Sorts

CONTRACT # 30-107556

PRE-HAUL/CONSTRUCTION EQUIPMENT

MOBILIZATION

Grader	\$ 1,000	each x 1	\$ 1,000
Loader	\$ 1,000	each x 1	\$ 1,000
Dump truck	\$ 100	each x 6	\$ 600
Dozer, small	\$ 500	each x 1	\$ 500
Dozer, large	\$ 1,000	each x 1	\$ 1,000
Brusher	\$ 500	each x 1	\$ 500
Excavator, small	\$ 500	each x 1	\$ 500
Excavator, large	\$ 1,000	each x 1	\$ 1,000
Roller	\$ 500	each x 1	\$ 500

MOBILIZATION TOTAL \$ 6,600

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME HF-99

Required pre-haul maintenance (stations) 6+20
 Required reconstruction (stations) 6+63
 Required post-haul maintenance (stations) 2+77
 Distance to Kalama River Road Quarry (miles) 4.92

REQUIRED PRE-HAUL MAINTENANCE (0+00 to 2+77 & 9+40 to 12+83)

EXCAVATION AND FILL

Turnaround	\$ 284.00	each x	1		\$ 284
Landing	\$ 284.00	each x	1		\$ 284

MISC. MAINTENANCE

Maintenance grading (0+00 to 2+77 & 9+40 to 12+83)	\$ 18.03	per station x	6.2		\$ 112
Maintenance rolling (0+00 to 2+77 & 9+40 to 12+83)	\$ 14.39	per station x	6.2		\$ 89
Brushing (9+40 to 12+83)	\$ 62.82	per station x	3.43		\$ 215

ROAD ROCK

REQUIRED

4-INCH JAW RUN ROCK	\$ 15.60	per CY x	214		\$ 3,336
Rock haul	\$ 165.00	per hour x	46	round trip haul (miles) 9.90	\$ 7,575
Spread & compact rock	\$ 3.06	per CY x	214		\$ 654
Place erosion rock	\$ 10.25	per CY x	2		\$ 21

CULVERTS AND FLUMES

18" Polyethylene, double wall	\$ 20.89	per foot x	30		\$ 627
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REQUIRED PRE-HAUL MAINTENANCE SUBTOTAL \$ 13,196

REQUIRED RECONSTRUCTION (2+77 to 9+40)

CLEARING & GRUBBING

Clearing & grubbing	\$ 238.20	per station x	6.63		\$ 1,579
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EXCAVATION AND FILL

Reconstruction	\$ 329.00	per station x	6.63		\$ 2,181
Shape & compact subgrade	\$ 36.03	per station x	6.63		\$ 239

MISC. MAINTENANCE

Grass seeding	\$ 3.64	per pound x	30		\$ 111
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ROAD ROCK

REQUIRED

4-INCH JAW RUN ROCK	\$ 15.60	per CY x	278		\$ 4,344
Rock haul	\$ 165.00	per hour x	60	round trip haul (miles) 9.90	\$ 9,864
Spread & compact rock	\$ 3.06	per CY x	278		\$ 851
Place erosion rock	\$ 10.25	per CY x	4		\$ 41

CULVERTS AND FLUMES

18" Polyethylene, double wall	\$ 20.89	per foot x	60		\$ 1,253
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REQUIRED RECONSTRUCTION SUBTOTAL \$ 20,464

REQUIRED POST-HAUL MAINTENANCE (0+00 to 2+77)

MISC. MAINTENANCE

Maintenance grading	\$ 18.03	per station x	2.77		\$ 50
Maintenance rolling	\$ 14.39	per station x	2.77		\$ 40

ROAD ROCK

REQUIRED

5/8-INCH MINUS CRUSHED ROCK	\$ 15.60	per CY x	30		\$ 468
Rock haul	\$ 165.00	per hour x	6	round trip haul (miles) 9.90	\$ 1,063
Spread & compact rock	\$ 3.06	per CY x	30		\$ 92

REQUIRED POST-HAUL MAINTENANCE SUBTOTAL \$ 1,713

TOTAL ROAD COST \$ 35,373

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME HF-100

Required pre-haul maintenance (stations) 11+44
 Required post-haul maintenance (stations) 22+01
 Distance to Kalama River Road Quarry (miles) 4.95

REQUIRED PRE-HAUL MAINTENANCE

EXCAVATION AND FILL

Landing \$ 426.00 each x 1 \$ 426

MISC. MAINTENANCE

Brushing (13+23 to 24+67) \$ 62.82 per station x 11.44 \$ 719

ROAD ROCK

REQUIRED

4-INCH JAW RUN ROCK \$ 15.60 per CY x 150 \$ 2,340

Rock haul \$ 165.00 per hour x 33 round trip haul (miles) 10.32 \$ 5,522

Spread & compact rock \$ 3.06 per CY x 150 \$ 459

REQUIRED PRE-HAUL MAINTENANCE SUBTOTAL \$ 9,465

REQUIRED POST-HAUL MAINTENANCE (0+00 to 22+01)

MISC. MAINTENANCE

Maintenance grading \$ 18.03 per station x 22.01 \$ 397

Maintenance rolling \$ 14.39 per station x 22.01 \$ 317

ROAD ROCK

REQUIRED

5/8-INCH MINUS CRUSHED ROCK \$ 15.60 per CY x 267 \$ 4,169

Rock haul \$ 165.00 per hour x 60 round trip haul (miles) 10.32 \$ 9,839

Spread & compact rock \$ 3.06 per CY x 267 \$ 817

REQUIRED POST-HAUL MAINTENANCE SUBTOTAL \$ 15,539

TOTAL ROAD COST \$ 25,004

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556
ROAD NAME WO-15

Required pre-haul maintenance (stations) 3+36
Required post-haul maintenance (stations) 3+36
Distance to Kalama River Road Quarry (miles) 5.60

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Brushing \$ 62.82 per station x 3.36 \$ 211

REQUIRED PRE-HAUL MAINTENANCE SUBTOTAL \$ 211

REQUIRED POST-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading \$ 18.03 per station x 3.36 \$ 61

Maintenance rolling \$ 14.39 per station x 3.36 \$ 48

ROAD ROCK

REQUIRED

5/8-INCH MINUS CRUSHED ROCK \$ 15.60 per CY x 36 \$ 568

Rock haul \$ 165.00 per hour x 9 round trip haul (miles) 11.26 \$ 1,453

Spread & compact rock \$ 3.06 per CY x 36 \$ 111

REQUIRED POST-HAUL MAINTENANCE SUBTOTAL \$ 2,241

TOTAL ROAD COST \$ 2,452

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556
ROAD NAME WO-16

Required pre-haul maintenance (stations) 1+18
Required post-haul maintenance (stations) 1+18
Distance to Kalama River Road Quarry (miles) 5.66

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Brushing \$ 62.82 per station x 1.18 \$ 74

REQUIRED PRE-HAUL MAINTENANCE SUBTOTAL \$ 74

REQUIRED POST-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading \$ 18.03 per station x 1.18 \$ 21

Maintenance rolling \$ 14.39 per station x 1.18 \$ 17

ROAD ROCK

REQUIRED

5/8-INCH MINUS CRUSHED ROCK \$ 15.60 per CY x 13 \$ 199

Rock haul \$ 165.00 per hour x 3 round trip haul (miles) 11.35 \$ 514

Spread & compact rock \$ 3.06 per CY x 13 \$ 39

REQUIRED POST-HAUL MAINTENANCE SUBTOTAL \$ 791

TOTAL ROAD COST \$ 865

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556
ROAD NAME WO-100

Required pre-haul maintenance (stations) 56+98
Distance to Kalama River Road Quarry (miles) 6.00

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading	\$	18.03	per station x	56.98		\$	1,027
Maintenance rolling	\$	14.39	per station x	56.98		\$	820

ROAD ROCK

REQUIRED

1 1/4-INCH MINUS CRUSHED ROCK	\$	15.60	per CY x	40		\$	624
Rock haul	\$	165.00	per hour x	11	round trip haul (miles)	13.08	\$ 1,837
Spread & compact rock	\$	3.06	per CY x	40		\$	122

TOTAL ROAD COST \$ 4,431

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556
ROAD NAME WO-101

Required pre-haul maintenance (stations) 2+16
Distance to Kalama River Road Quarry (miles) 6.17

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading	\$	18.03	per station x	2.16		\$	39
Maintenance rolling	\$	14.39	per station x	2.16		\$	31

ROAD ROCK

REQUIRED

1 1/4-INCH MINUS CRUSHED ROCK	\$	15.60	per CY x	10		\$	156
Rock haul	\$	165.00	per hour x	3	round trip haul (miles)	12.39	\$ 436
Spread & compact rock	\$	3.06	per CY x	10		\$	31

TOTAL ROAD COST \$ 693

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
CONTRACT # 30-107556
ROAD NAME WO-103

Required pre-haul maintenance (stations) 3+43
Distance to Kalama River Road Quarry (miles) 7.08

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading	\$	18.03	per station x	3.43		\$	62
Maintenance rolling	\$	14.39	per station x	3.43		\$	49

ROAD ROCK

REQUIRED

1 1/4-INCH MINUS CRUSHED ROCK	\$	15.60	per CY x	10		\$	156
Rock haul	\$	165.00	per hour x	3.0	round trip haul (miles)	14.23	\$ 497
Spread & compact rock	\$	3.06	per CY x	10		\$	31

TOTAL ROAD COST \$ 795

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-10

Optional reconstruction (stations) 18+45
 Distance to Kalama River Road Quarry (miles) 5.54

OPTIONAL RECONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing	\$	238.20	per station x	18.45		\$	4,395
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EXCAVATION AND FILL

Reconstruction	\$	531.50	per station x	18.45		\$	9,806
Landing	\$	284.00	each x	1		\$	284
Turnaround	\$	284.00	each x	1		\$	284
Shape & compact subgrade	\$	36.03	per station x	18.45		\$	665

ROAD ROCK

OPTIONAL

4-INCH JAW RUN ROCK	\$	15.60	per CY x	849		\$	13,239
Rock haul	\$	165.00	per hour x	111.1	round trip haul (miles)	11.42	\$ 18,331
Spread & compact rock	\$	3.06	per CY x	845		\$	2,582
Place erosion rock	\$	10.25	per CY x	4		\$	41

CULVERTS AND FLUMES

18" Polyethylene, double wall	\$	20.89	per foot x	90		\$	1,880
Ditchout	\$	100.00	each x	1		\$	100

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment	\$	143.50	per station x	18.15		\$	2,605
Grass seeding	\$	3.64	per pound x	85		\$	308

TOTAL ROAD COST \$ 54,520

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-10A

Optional reconstruction (stations) 3+21
 Distance to Kalama River Road Quarry (miles) 5.71

OPTIONAL RECONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing	\$	238.20	per station x	3.21		\$	765
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EXCAVATION AND FILL

Reconstruction	\$	531.50	per station x	3.21		\$	1,706
Landing	\$	284.00	each x	1		\$	284
Turnaround	\$	284.00	each x	1		\$	284
Shape & compact subgrade	\$	36.03	per station x	3.21		\$	116

ROAD ROCK

OPTIONAL							
4-INCH JAW RUN ROCK	\$	15.60	per CY x	205		\$	3,192
Rock haul	\$	165.00	per hour x	26.9	round trip haul (miles)	11.48	\$ 4,439
Spread & compact rock	\$	3.06	per CY x	205		\$	625

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment	\$	143.50	per station x	2.91		\$	418
Grass seeding	\$	3.64	per pound x	15		\$	54

TOTAL ROAD COST \$ 11,882

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-16A

Optional construction (stations) 1+46
 Distance to Kalama River Road Quarry (miles) 5.69

OPTIONAL CONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 1.46 \$ 348

EXCAVATION AND FILL

Construction \$ 658.00 per station x 1.46 \$ 961

Landing \$ 426.00 each x 1 \$ 426

Shape & compact subgrade \$ 36.03 per station x 1.46 \$ 53

MISC. MAINTENANCE

Grass seeding \$ 3.64 per pound x 7 \$ 24

ROAD ROCK

REQUIRED

4-INCH JAW RUN ROCK \$ 15.60 per CY x 157 \$ 2,449

Rock haul \$ 165.00 per hour x 20.5 round trip haul (miles) 11.40 \$ 3,384

Spread & compact rock \$ 3.06 per CY x 155 \$ 474

Place erosion rock \$ 10.25 per CY x 2 \$ 21

CULVERTS AND FLUMES

18" Polyethylene, double wall \$ 20.89 per foot x 30 \$ 627

Culvert marker \$ 28.50 each x 2 \$ 57

TOTAL ROAD COST \$ 8,823

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-20

Optional reconstruction (stations) 15+93
 Distance to Kalama River Road Quarry (miles) 5.92

OPTIONAL RECONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 15.93 \$ 3,795

EXCAVATION AND FILL

Reconstruction \$ 531.50 per station x 15.93 \$ 8,467
 Turnout \$ 284.00 each x 1 \$ 284
 Landing \$ 284.00 each x 1 \$ 284
 Turnaround \$ 284.00 each x 1 \$ 284
 Shape & compact subgrade \$ 36.03 per station x 15.93 \$ 574

ROAD ROCK

OPTIONAL
 4-INCH JAW RUN ROCK \$ 15.60 per CY x 769 \$ 11,994
 Rock haul \$ 165.00 per hour x 106.2 round trip haul (miles) 12.14 \$ 17,520
 Spread & compact rock \$ 3.06 per CY x 763 \$ 2,332
 Place erosion rock \$ 10.25 per CY x 6 \$ 62

CULVERTS AND FLUMES

18" Polyethylene, double wall \$ 20.89 per foot x 90 \$ 1,880
 Ditchout \$ 100.00 each x 1 \$ 100

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment \$ 143.50 per station x 15.63 \$ 2,243
 Grass seeding \$ 3.64 per pound x 73 \$ 266

TOTAL ROAD COST \$ 50,084

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-20A

Optional reconstruction (stations) 2+03
 Distance to Kalama River Road Quarry (miles) 6.05

OPTIONAL RECONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 2.03 \$ 484

EXCAVATION AND FILL

Reconstruction \$ 531.50 per station x 2.03 \$ 1,079

Landing \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 2.03 \$ 73

ROAD ROCK

OPTIONAL

4-INCH JAW RUN ROCK \$ 15.60 per CY x 127 \$ 1,985

Rock haul \$ 165.00 per hour x 17.6 round trip haul (miles) 12.15 \$ 2,900

Spread & compact rock \$ 3.06 per CY x 127 \$ 389

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment \$ 143.50 per station x 1.73 \$ 248

Grass seeding \$ 3.64 per pound x 9 \$ 34

TOTAL ROAD COST \$ 7,476

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-100A

Optional reconstruction (stations) 5+73
 Distance to Kalama River Road Quarry (miles) 5.92

OPTIONAL RECONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 5.73 \$ 1,365

EXCAVATION AND FILL

Reconstruction \$ 531.50 per station x 5.73 \$ 3,045

Landing \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 5.73 \$ 206

ROAD ROCK

OPTIONAL

4-INCH JAW RUN ROCK \$ 15.60 per CY x 285 \$ 4,441

Rock haul \$ 165.00 per hour x 38.8 round trip haul (miles) 11.95 \$ 6,396

Spread & compact rock \$ 3.06 per CY x 283 \$ 864

Place erosion rock \$ 10.25 per CY x 2 \$ 21

CULVERTS AND FLUMES

18" Polyethylene, double wall \$ 20.89 per foot x 30 \$ 627

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment \$ 143.50 per station x 5.43 \$ 779

Grass seeding \$ 3.64 per pound x 26 \$ 96

TOTAL ROAD COST \$ 18,124

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-101A

Required construction (stations) 2+85
 Distance to Kalama River Road Quarry (miles) 6.27

REQUIRED CONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 2.85 \$ 679

EXCAVATION AND FILL

Construction \$ 658.00 per station x 2.85 \$ 1,875

Landing \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 2.85 \$ 103

MISC. MAINTENANCE

Grass seeding \$ 3.64 per pound x 13 \$ 48

ROAD ROCK

REQUIRED

4-INCH JAW RUN ROCK \$ 15.60 per CY x 243 \$ 3,784

Rock haul \$ 165.00 per hour x 34.6 round trip haul (miles) 12.60 \$ 5,708

Spread & compact rock \$ 3.06 per CY x 243 \$ 742

CULVERTS AND FLUMES

Ditchout \$ 100.00 each x 1 \$ 100

TOTAL ROAD COST \$ 13,322

SUMMARY OF ROAD

SALE/PROJECT NAME Woolly Mammoth Sorts
 CONTRACT # 30-107556
 ROAD NAME WO-103A

Optional construction (stations) 6+70
 Distance to Kalama River Road Quarry (miles) 7.15

OPTIONAL CONSTRUCTION

CLEARING & GRUBBING

Clearing & grubbing \$ 238.20 per station x 6.70 \$ 1,596

EXCAVATION AND FILL

Construction \$ 658.00 per station x 6.70 \$ 4,409

Landing \$ 284.00 each x 1 \$ 284

Turnaround \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 6.70 \$ 241

ROAD ROCK

OPTIONAL

4-INCH JAW RUN ROCK \$ 15.60 per CY x 355 \$ 5,541

Rock haul \$ 165.00 per hour x 57.1 round trip haul (miles) 14.42 \$ 9,426

Spread & compact rock \$ 3.06 per CY x 351 \$ 1,074

Place erosion rock \$ 10.25 per CY x 4 \$ 41

CULVERTS AND FLUMES

18" Polyethylene, double wall \$ 20.89 per foot x 60 \$ 1,254

ROAD DEACTIVATION & ABANDONMENT

Medium abandonment \$ 143.50 per station x 6.40 \$ 918

Grass seeding \$ 3.64 per pound x 31 \$ 112

TOTAL ROAD COST \$ 25,179



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

Construction: **linear feet**
Road to be constructed (optional and required) but not abandoned

Reconstruction: **linear feet**
Road to be reconstructed (optional and required) but not abandoned

Abandonment: **linear feet**
Abandonment of existing roads not reconstructed under the contract

Decommission: **linear feet**
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: **linear feet**
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: **linear feet**
Roads to be constructed (optional and required) and then abandoned

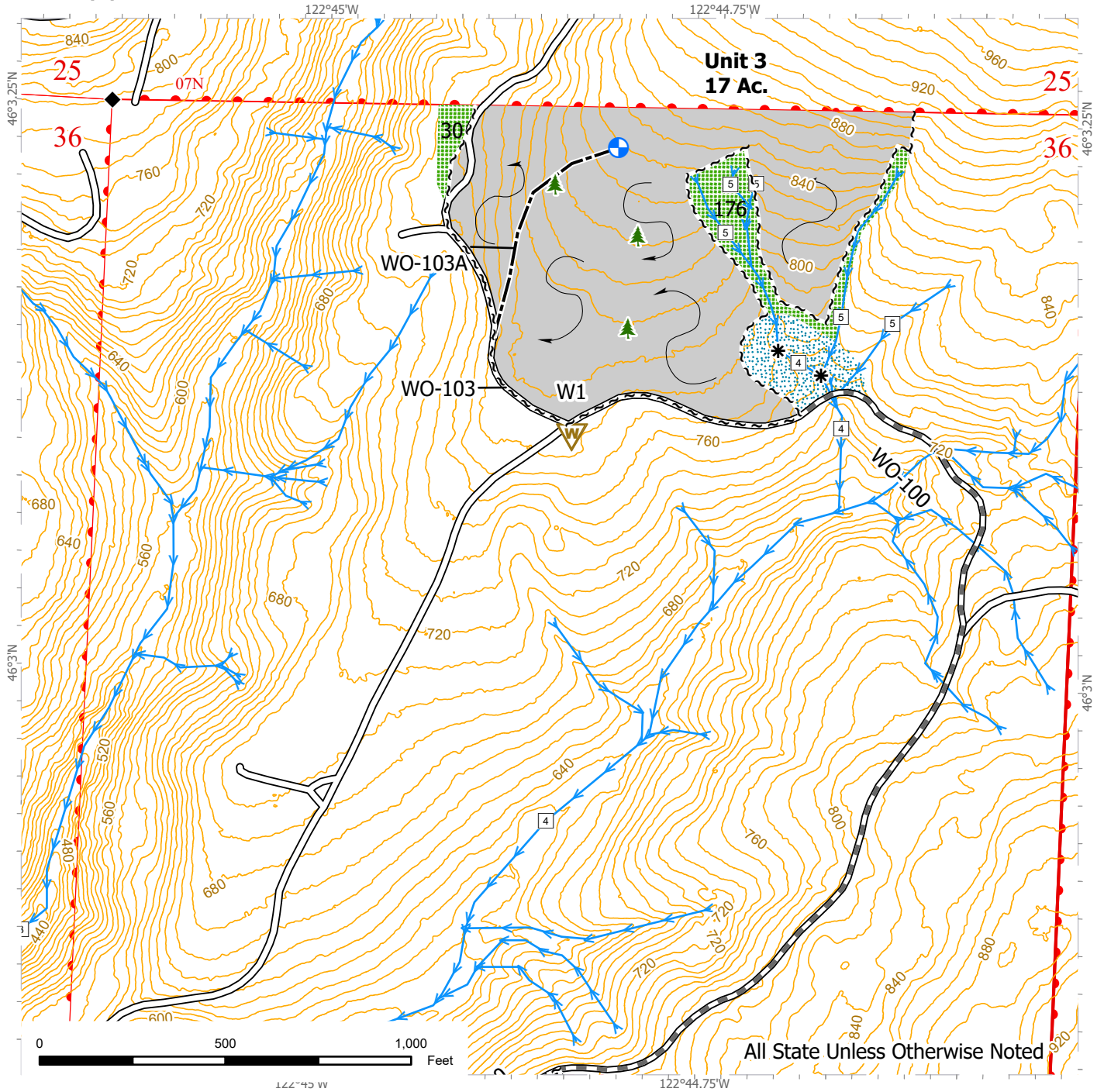
Temporary Reconstruction: **linear feet**
Roads to be reconstructed (optional and required) and then abandoned

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 9/18)

LOGGING PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



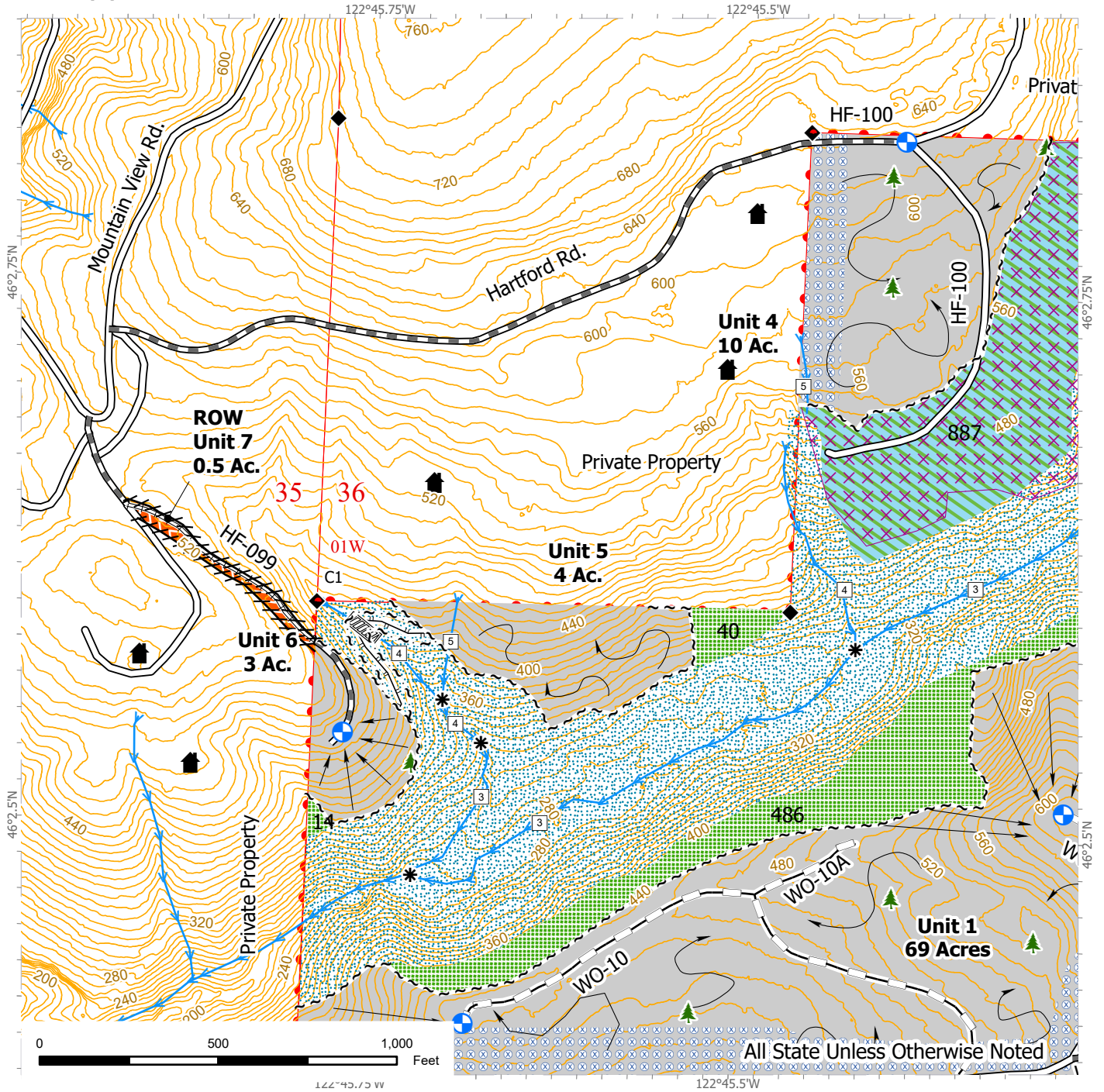
Harvest Unit	Existing Roads	Streams
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type
Riparian Mgt Zone	Optional Construction	Stream Break
Sale Boundary Tags		Landing - Proposed
Property Line		Leave Tree Area <1/4-acre
		Waste Area
		Survey Monument



LOGGING PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



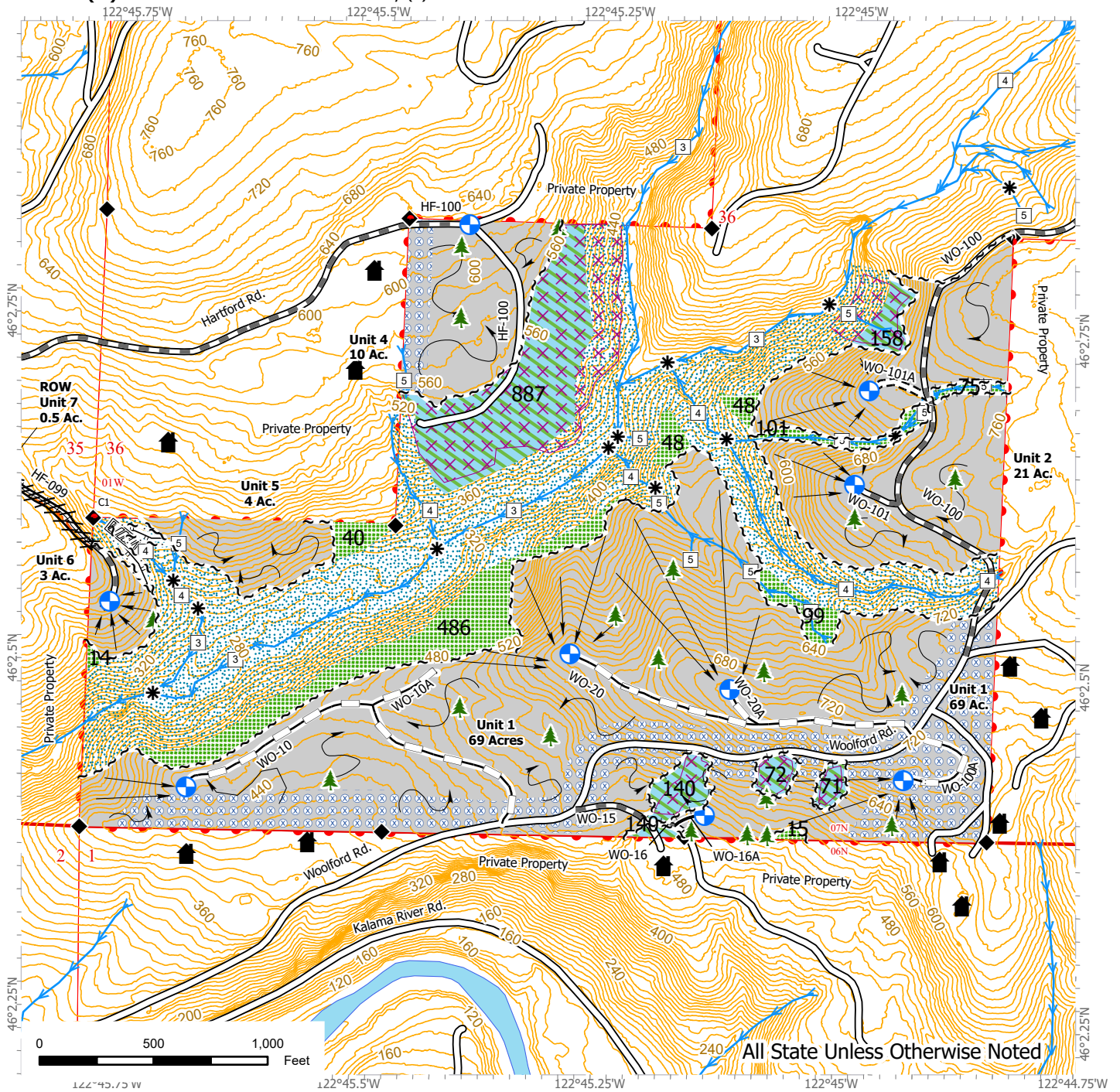
Harvest Unit	Flag Line	Streams
Right-of-Way Harvest	Property Line	Stream Type
Leave Tree Area	Existing Roads	Stream Break
Non-Tradeable Leave Clump	Required Pre-Haul Maintenance	Culvert
Riparian Mgt Zone	Required Reconstruction	Landing - Proposed
Potentially Unstable Slopes	Optional Reconstruction	Leave Tree Area <1/4-acre
Hazard Abatement Area	Designated Skid Trail	Structure
Sale Boundary Tags		Survey Monument
Right of Way Tags		



LOGGING PLAN MAP

SALE NAME: WOOLLY MAMMOTH SORTS
AGREEMENT #: 30-107556
TOWNSHIP(S): T7R1W
TRUST(S): Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Cowlitz
ELEVATION RGE: 360-880



All State Unless Otherwise Noted

Leave Tree Area	Property Line	Streams
Non-Tradeable Leave Clump	Existing Roads	Stream Type
Riparian Mgt Zone	Required Pre-Haul Maintenance	Stream Break
Potentially Unstable Slopes	Required Construction	Culvert
Hazard Abatement Area	Required Reconstruction	Landing - Proposed
Sale Boundary Tags	Optional Construction	Leave Tree Area <1/4-acre
Leave Tree Tags	Optional Reconstruction	Structure
Right of Way Tags	Designated Skid Trail	Survey Monument
Flag Line		

CONTRACTOR CERTIFICATION
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See [RCW 39.26.160\(2\) and \(4\)](#). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB5301](#)).

SOLICITATION DATE: Month _____, Day _____, Year _____

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.