



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

**REQUEST FOR QUOTE**  
**RFQ NO. 30-0107140**

PROJECT TITLE: SUPER TRUCKIN SORTS

QUOTE DUE DATE: March 4, 2025 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: April 7, 2025 to December 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.

**TABLE OF CONTENTS**

SECTION 1	INTRODUCTION.....	2
SECTION 2	GENERAL INFORMATION FOR HARVESTERS .....	6
SECTION 3	PROJECT SCOPE OF WORK.....	8
SECTION 4	QUOTE EVALUATION .....	9
SECTION 5	RFQ EXHIBITS .....	11

## **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 SUPER TRUCKIN 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 6931 MBF of timber in 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 April 7, 2025 to December 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 mbf for logs harvested and delivered for sort(s) 1, 2, 3, 4, 5, 6, 7 and 9.
- And an OBT rate of \$14.00 per Ton for sorts 8, 10 and 11 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:

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

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 x 10) + (\\$0.11 x 100)) x (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) x 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	<a href="#">Becky VonDracek</a>
Address	<a href="#">PO BOX 280</a>
City, State, Zip Code	<a href="#">Castle Rock, WA 986110280</a>
Phone Number	<a href="#">(360)577-2025</a>
Fax Number	
E-Mail Address	<a href="mailto:becky.vondracek@dnr.wa.gov">becky.vondracek@dnr.wa.gov</a>

### 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 February 25, 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 March 4, 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 March 4, 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 MBF	<b>Required</b>
Hauling services bid factor (formatted to 3 decimals i.e. #.###)	<b>Required</b>
Responsible Bidder Criteria – Wage Law Compliance	<b>Required</b>
Road construction cost proposal	<b>Required</b>
Statement of Available Resources and Work Plan	<b>Required</b>
All attachments incorporated by reference	<b>Required</b>

**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.

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

A Miles begin at the junction of Elochoman Valley Road and State Route 4.

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: SUPER TRUCKIN SORTS

AGREEMENT NO: 30-107885 - 30-107895

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

COUNTY: Wahkiakum

SALE LOCATION: Sale located approximately 20 miles west of Longview, 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, all downed timber greater than 60 inches diameter, and all timber 60 inches DBH and greater bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, E-3500 road, property line marked with pink flagging;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-3600 road, property line marked with pink flagging;

Unit 3, white "Timber Sale Boundary" tags with pink flagging, E-200 road, property line marked with pink flagging; meeting the specifications described below; on parts of Sections 4, 5, and 9 all in Township 8 North, Range 5 West W.M., containing 110 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. Rows include agreement numbers 107885 through 107895.

Totals: 6931 39157 \$4,021,449.00

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

BID METHOD: Sealed Bids UNIT OF MEASURE: MBF Scale/Tonnage Scale

EXPIRATION DATE: December 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.



## TIMBER NOTICE OF SALE

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### **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 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 MBF for sorts 1, 2, 3, 4, 5, 6, 7 and 9 and \$14.00 per Ton for sorts 8, 10 and 11.

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 x C miles) + (\$0.11 x A miles)) x Fuel Index Factor

ARRF = \$0.00 per MBF for sorts 10 and 11 and \$26.00 per MBF for sorts 1, 2, 3, 4, 5, 6, 7, 8 and 9.

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 junction of Elochoman Valley Road and State Route 4.



## TIMBER NOTICE OF SALE

Harvest costs are to be bid by the MBF, 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.

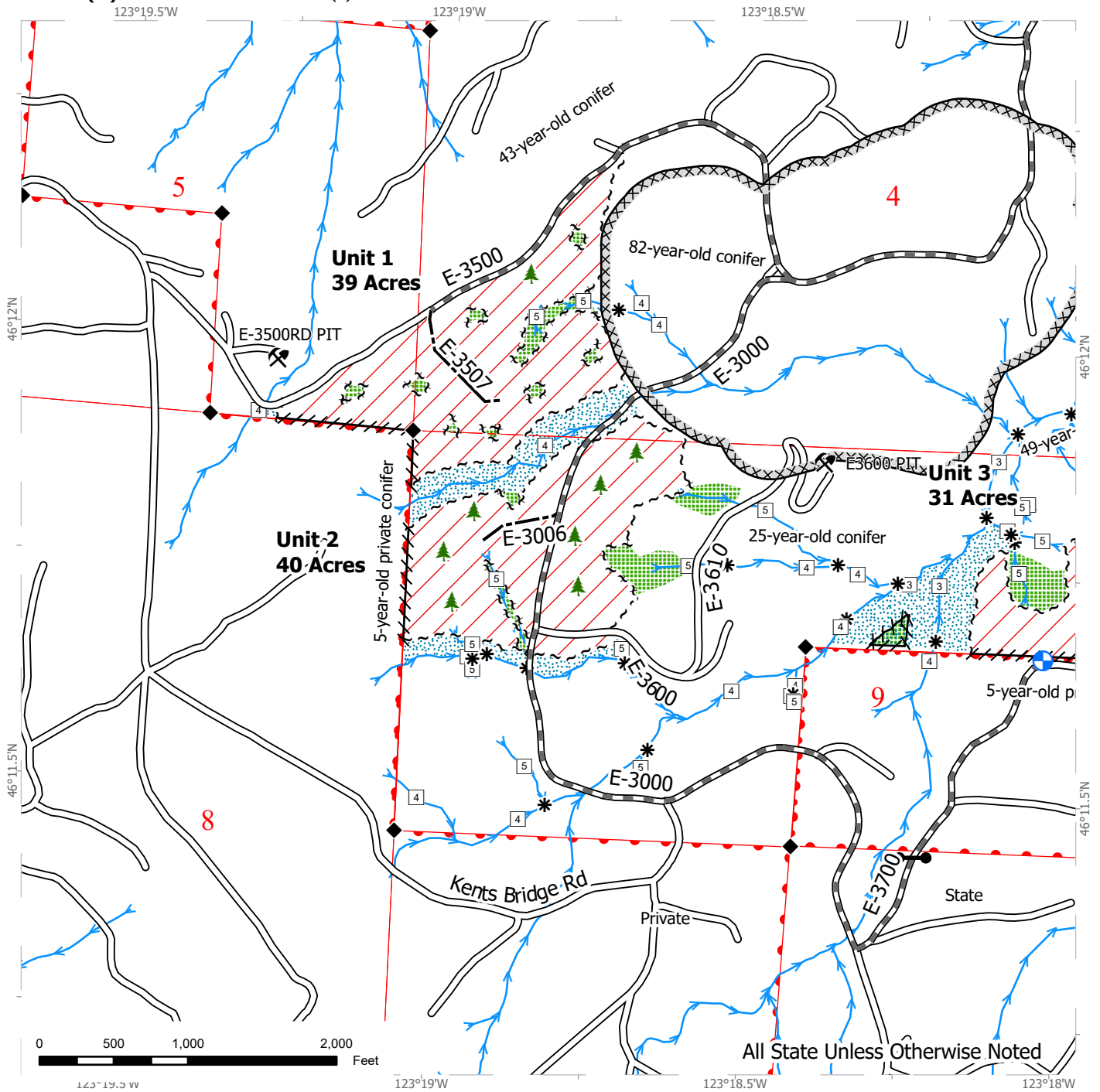
Any sort with a negative stumpage calculated by the State may not be confirmed.

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)480-3910.

# TIMBER SALE MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



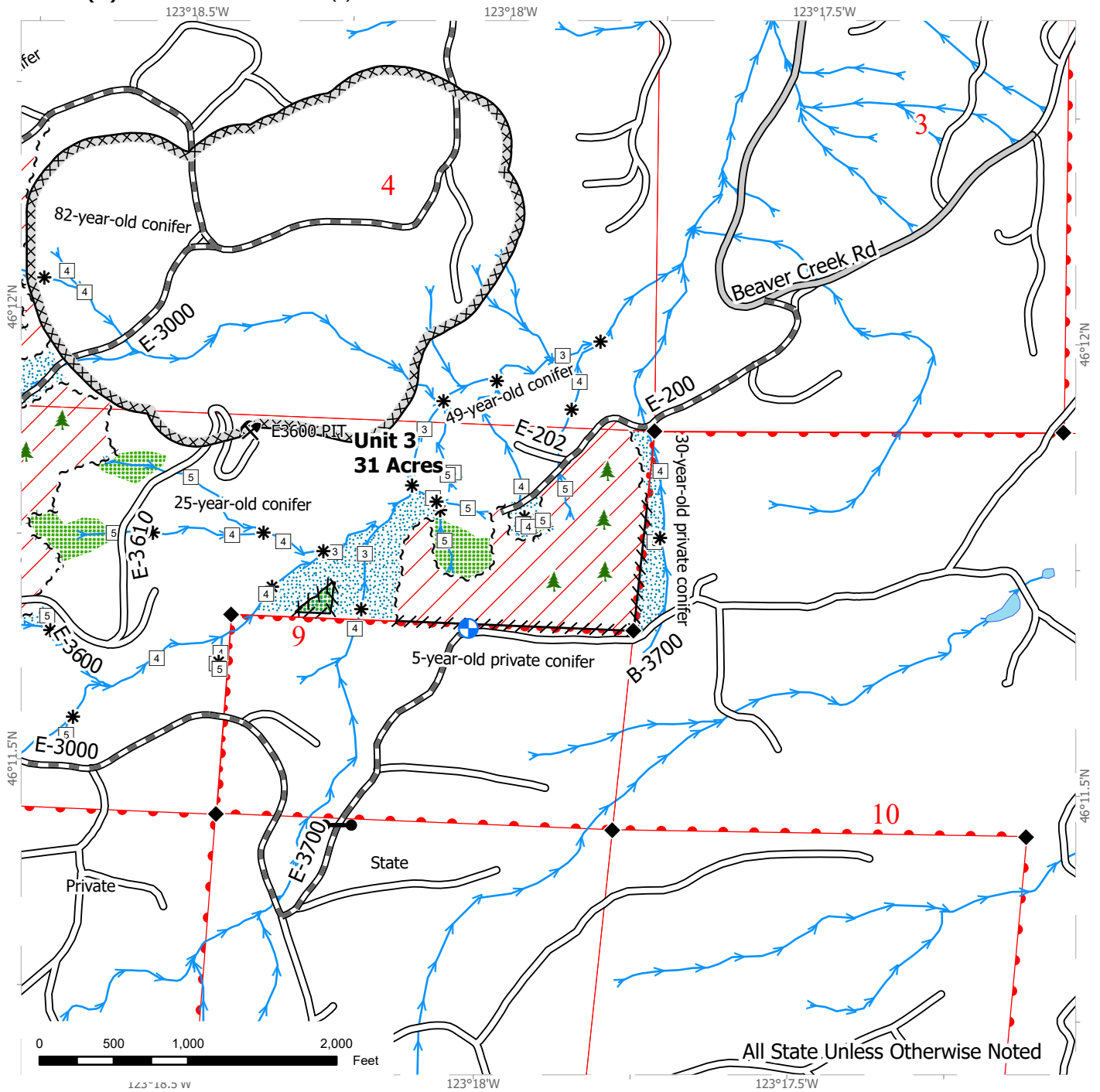
Variable Retention Harvest	Existing Roads	Streams
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type
Riparian Mgt Zone	Optional Construction	Stream Break
Sale Boundary Tags	Public Land Survey Sections	Landing - Proposed
Leave Tree Tags		Leave Tree Area <1/4-acre
Flag Line		Gate (PCP1-1)
Property Line		Rock Pit
Timing Restriction		Survey Monument



# TIMBER SALE MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
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**ELEVATION RGE:** 920-1400

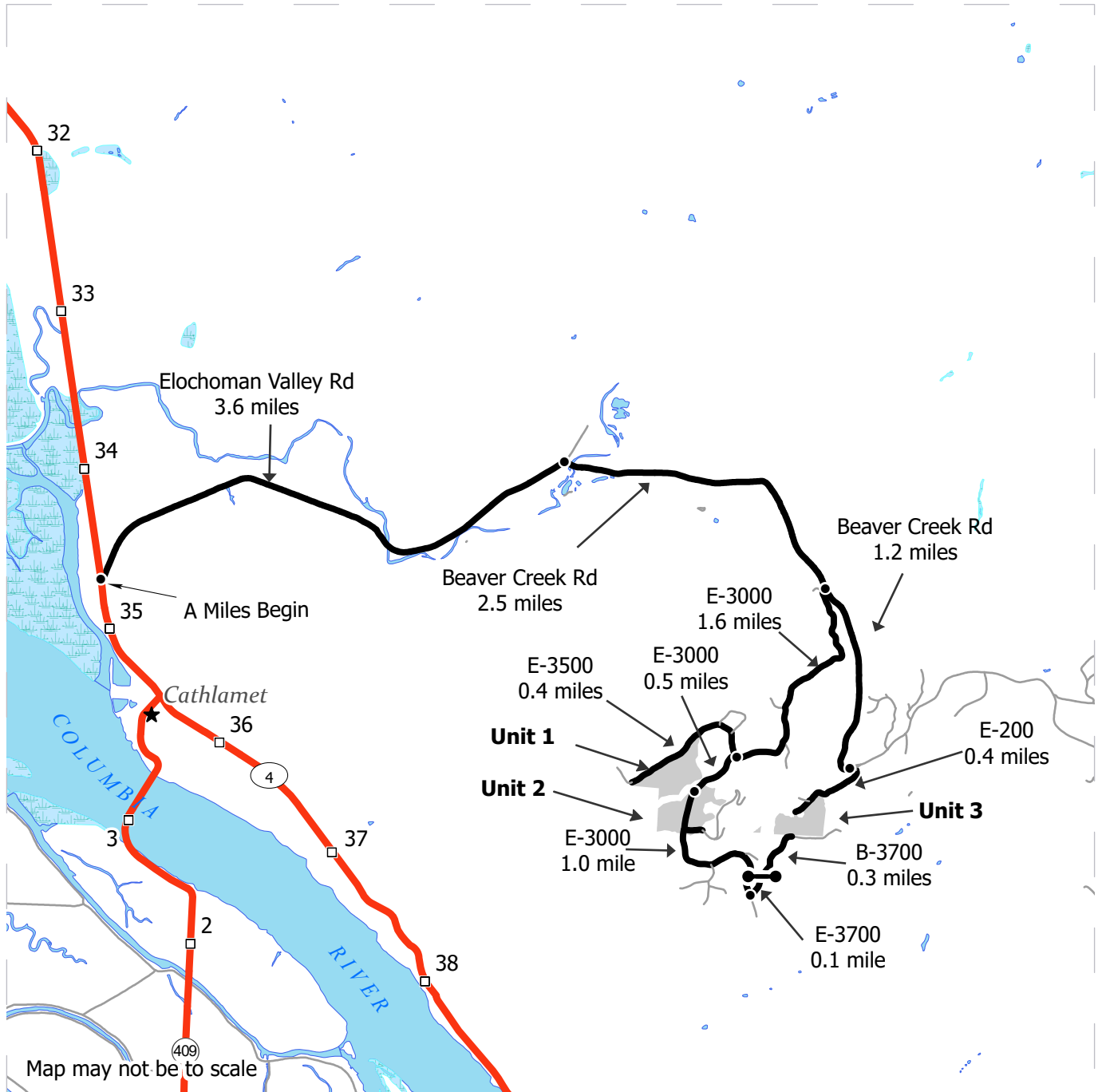





# DRIVING MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



	Harvest Unit
	Highway
	Haul Route
	Other Route
	Milepost Marker
	Distance Indicator
	Gate (PCP1-1)

**DRIVING DIRECTIONS:**

From SR-4 (milepost 35), turn NE on Elochoman Valley Rd and continue for 3.6 miles.  
 Turn right onto Beaver Creek Rd.  
 Units 1, 2 and south side of Unit 3 -  
 Stay on Beaver Creek Rd for 2.5 miles and turn right onto the E-3000. Continue for 1.6 miles to arrive at the E-3500/E-3000 junction.  
 Turn right at the junction onto the E-3500 for 0.4 miles and Unit 1 will be on the left. Stay left at the junction for 0.5 miles and Unit 2 will be on the right and left.  
 Continue for 1.0 mile and turn left onto the E-3700.  
 Follow for 0.1 mile to the gate where E-3700 becomes the B-3700. Continue for 0.3 miles, Unit 3 will be on the left.  
 North side of Unit 3 -  
 From the junction of Beaver Creek Rd and the E-3000, stay on Beaver Creek Rd for 1.2 miles.  
 Turn right onto the E-200 for 0.4 miles. Unit 3 is on the left.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**HARVESTING SERVICES CONTRACT**

**AGREEMENT NO. 30-0107140**

**SALE NAME: SUPER TRUCKIN 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, all downed timber greater than 60 inches diameter, and all timber 60 inches DBH and greater bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, E-3500 road, property line marked with pink flagging;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-3600 road, property line marked with pink flagging;

Unit 3, white "Timber Sale Boundary" tags with pink flagging, E-200 road, property line marked with pink flagging; located on approximately 110 acres on part(s) of Sections 4, 5, and 9 all in Township 8 North, Range 5 West W.M. of Wahkiakum 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Species Diameter</b>	<b>Scaling Rule</b>	<b>Preferred Log Lengths</b>	<b>Destination</b>	<b>A Miles</b>	<b>C Miles</b>
107885	1	DF 5"-11"	WS				8.4
107886	2	DF 12"-19"	WS				8.4
107887	3	DF 20"+	WS				8.4
107888	4	DF HQ 12"+	WS				8.4
107889	5	WW 5"-11"	WS				8.4
107890	6	WW 12"-19"	WS				8.4
107891	7	WW 20"+	WS				8.4
107892	8	RA 5"+	WS				8.4
107893	9	RC 5"+	WS				8.4
107894	10	DF/NF Pulp 2"+	WS				8.4
107895	11	Hem Pulp 2"+	WS				8.4

“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 7, 2025 and completed by November 30, 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
1,2,3,4,5,6,7,8,9,10,11	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 April 7, 2025 and the expiration date of December 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 contact. 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](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; E-200, E-3000, E-3006, E-3500, E-3507, E-3600, E-3700, B-3700, E-3900, E-3930. 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 E-3000, E-3500, E-3600 and E-3700 roads, 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:

Road Use Permit #55-106580 between State and Hampton Family Forests dated March 8, 2024, and expires December 31, 2027.

**G-396.1 Public Hauling Permit**

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Contractor is responsible for obtaining a permit and any costs associated with extra maintenance or repair levied by the permitting agency. Contractor must provide the Contract Administrator with a copy of the executed permit.

**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:

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**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
1,2,3,4,5,6,7,9	MBF	\$0.00	\$12.00
10,11,8	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 =  $((\$0.16 \times C \text{ miles}) + (\$0.11 \times A \text{ miles})) \times \text{Fuel Index Factor}$

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;

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.

<b>MBF Sort(s)</b>	<b>MBF/Tons Conversion Factor</b>
1	6
2	5.4
3	4.8
4,7	5
5	7
6	5.8
9	6.2

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:

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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.



The State will also deduct 10% from any contractor payments, as defined by clause P-030.1, derived from the contract up to a maximum of \$55,000.00 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-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-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 shovel, 6-wheeled rubber-tired skidders with over-the-tire-tracks spanning both sets of rear tires, cable, or cable assist. Shovel will not be permitted on sustained slopes over 40 percent, Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent, 6-wheeled rubber-tired skidders with over-the-tire-tracks spanning both sets of rear tires will not be permitted on sustained slopes over 40 percent, Cable-assist equipment will not be permitted on slopes over 65 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.

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 will be required and trees will be left where felled.

Tailhold locations will be marked by the Contractor to avoid Rule Identified Landforms and approved in writing by the Contract Administrator prior to commencement of operations.

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

**H-141.1 Additional Harvest Requirements**

Contractor shall accomplish the following during the harvest operations:

No yarding will be permitted through or over areas identified to be potentially unstable on the FPA maps.

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

**H-142 Wildlife Timing Restrictions**

The following wildlife timing restrictions apply to this contract and shall be in place in the locations shown on the attached timber sale map.

Marbled Murrelet - Timing restrictions are described as no operations of heavy equipment within the critical nesting season (April 1 through September 23) during the daily peak activity periods (two hours prior to official sunset to two hours after official sunrise). Heavy equipment is identified as felling, yarding, and loading equipment for logging, and road maintenance and construction equipment. This area includes the E-3000 and E-3500 roads.

Permission to do otherwise must be granted in writing by the State

**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:

<b>Species</b>	<b>Net Bd Ft</b>	<b>Log Length (ft)</b>	<b>Log dib</b>
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 May 1, 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 E-200, E-3000, E-3006, E-3500, E-3507, E-3600, E-3700, B-3700, E-3900, and E-3930 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-055.1. 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-140.1 Water Bars**

Contractor shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails and fire trails as necessary to control soil erosion and water pollution.

**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-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-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 Type 5 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-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.

**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 load's 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 weighting/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**

Super Truckin Sorts  
(Print Project Name)

30-107140  
(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.**

/

**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: 30-107140**  
**SUPER TRUCKIN 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*
All Pre-Haul Roads	Pre-Haul Maintenance	260.89	Required	\$53.00	per Station with other road plan requirements	\$13,827.17
Total Required Roads*						\$13,827.17

## Optional Roads

<b>Roads or Structures</b>	<b>Type</b>	<b>Stations or Quantities</b>	<b>Work Completion Type</b>	<b>Bid Price per Unit</b>	<b>Unit</b>	<b>Bid Total Price*</b>
	Pre-Haul Maintenance	200.00	Optional	\$25.00	per Cubic Yard	\$5,000.00
All New Construction Roads	New Construction	14.29	Optional Construction/Required Rock-1	\$5,610.00	per Station with required rock depth included	\$80,166.90

Total Optional Roads\* \$85,166.90

Total Required Roads\* \$13,827.17

Total Optional Roads\* \$85,166.90

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Total Roads \$98,994.07

\*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.

DNR will not reimburse for Move-in costs directly. These costs will be accounted for with the Bid Factor.

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
Jaw Run	200 CY	\$30.00	\$6,000.00

## PRE-CRUISE NARRATIVE

Sale Name: <b>Super Truckin Sorts</b>	Region: <b>Pacific Cascade</b>
Agreement #: <b>30-107140</b>	District: <b>St. Helens</b>
Contact Forester: <b>Jake Weathers</b> Phone / Location: <b>(360) 623-9728 / Castle Rock</b>	County(s): <b>Wahkiakum</b>
Alternate Contact: <b>Marty Cozart</b> Phone / Location: <b>(360) 669-3822 / Castle Rock</b>	Other information:

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based <a href="#">Click here to enter text.</a>	90%
Harvest System: Uphill Cable <a href="#">Click here to enter text.</a>	10%
Enter % of sale acres	
Harvest System: <a href="#">Select harvest system Click here to enter text.</a>	<a href="#">Click here to enter percent sale acres.</a>

### 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	Sec 04, T08N R05W	01	52	6	4	3		39	GPS (Trimble)
2	Sec 09, T08N R05W	01	55	8	5	2		40	GPS (Garmin)
3	Sec 09, T08N R05W	01	49	15	3	0		31	GPS (Garmin)
<b>TOTAL ACRES</b>			156	29	12	5		110	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging. Clumped leave trees are marked with		384 Leave Trees (10 marked with blue paint)

	yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with blue paint.		
2	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with blue paint.		396 Leave Trees (28 marked with blue paint)
3	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with blue paint.		277 Leave Trees (8 marked with blue paint)

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	2,223	Access E-3000	
2	2,280	Access E-3000	
3	1,767	Access E-3000	
TOTAL MBF	6,270		

**REMARKS:**

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<b>Prepared By:</b> Jake Weathers <b>Date:</b> 03/11/2024	<b>Title:</b> St. Helens Forester	<b>CC:</b>
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## Timber Sale Cruise Report Super Truckin Sorts

**Sale Name:** SUPER TRUCKIN SORTS

**Sale Type:** SORT

**Region:** PACIFIC CASC

**District:** ST.HELENS

**Lead Cruiser:** Matthew Llobet

**Other Cruisers:** Blake Warnstadt, Dylan Buchanan, Dillon Adair

**Cruise Narrative:**

**Location:** Super Truckin Sorts is located 3.5 miles east of Cathlamet. It is accessed by taking Highway 4 to the Elochoman Valley Rd. Take Elochoman Valley Rd 3.6 miles to Beaver Creek Rd and Beaver Creek Rd 2.5 miles to the E-3000. Unit 1 and Unit 2 are two miles up the E-3000. Unit 3 is another 1.2 miles east on Beaver Creek Rd to the E-200.

**Cruise Design:** This sale has 3 variable retention harvest units. They were all cruised using variable radius plots with trees sighted at 4.5'. A 40 BAF was used to cruise hardwoods and Red Cedar and a 62.5 BAF was used on conifers. Bole heights were cruised to an estimated break point of 40% of the diameter at 16' or to a 5" top. Preferred log lengths are 40' for conifers and 30' for hardwoods.

**Timber Quality:** Super Truckin Sorts is a Western Hemlock dominated sale with a secondary component of Douglas Fir. There is a small amount Western Red Cedar, Noble Fir, and Red Alder. The WH here carries an average diameter of 22.8" at 4.5'. They look nice with little defect and a good mix of domestic sorts. The DF has an average DBH of 33.3" on this sale and has a mix of HQ B, SM, 3P, and domestic sorts. There is an opportunity to get a few DF poles in Unit 1 and maybe a few in Unit 2. There is RC scattered throughout the sale with the majority in unit 1. RC has an average diameter of 21.7" at DBH and looks good. There is a possibility of getting a few RC poles mostly in unit 1. The NF has an average DBH of 25.3" and looks ok. The RA has average diameter of 15.7" and looks good.

**Observed defect includes:** a small amount of rot from old bear damage or cat face, some spike knots, a small amount of oversized branching mid-tree in both DF and some WH, and a small amount of mistletoe in some WH.

**Logging and Stand Conditions:** Super Truckin Sorts is gently sloped with moderate veg cover. this sale is estimated to be logged using 90% ground based and 10% uphill cable logging practices.

**General Remarks:**



**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	22.8			4,744			3,936	650	110	48
DF	33.3	7.4		1,985	23	50	1,769	114	5	24
RC	21.9			135				129	7	
NF	35.3			43			41	2		1
RA	15.7			24			13		12	
ALL	24.3	7.5		6,931	23	50	5,757	894	133	73

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	35,354			27,690	6,138	1,159	367
DF	11,930	125	295	10,325	951	56	177
RC	1,006				943	63	
NF	243			226	13		4
RA	201			94		107	
ALL	48,734	125	295	38,335	8,044	1,386	548

**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 (%)
296.5	3.5	212.8	1.8	63,008	4.0

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SUPER TRUCKIN SORTS U1	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	39.0	46.3	45	23	0
SUPER TRUCKIN SORTS U2	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	40.0	46.7	42	23	0
SUPER TRUCKIN SORTS U3	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	31.0	33.8	23	10	1
All		110.0	126.7	110	56	1

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	19.4	39	15,562	14,904	4.2	9,591.8	1,639.4
DF	LIVE	2 SAW	HQ-B	22.3	39	971	944	2.9	578.6	103.8
DF	LIVE	2 SAW	Pole	15.9	53	232	232	0.0	154.4	25.5
DF	LIVE	3 PEELER	Domestic	27.8	40	208	208	0.0	125.4	22.9
DF	LIVE	3 SAW	Domestic	10.4	33	1,052	1,033	1.8	951.1	113.7
DF	LIVE	4 SAW	Domestic	7.7	27	45	45	0.4	56.4	4.9
DF	LIVE	CULL	Cull	11.9	4	86	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	22.3	40	458	458	0.0	294.8	50.3
DF	LIVE	UTILITY	Pulp	13.8	20	220	220	0.0	177.4	24.2
NF	LIVE	2 SAW	Domestic	21.1	39	370	368	0.5	225.8	40.5
NF	LIVE	3 SAW	Domestic	11.3	21	15	14	4.5	12.8	1.5
NF	LIVE	UTILITY	Pulp	12.0	15	5	5	13.5	4.1	0.5
RA	LIVE	2 SAW	Domestic	12.8	30	121	115	4.9	93.6	12.7
RA	LIVE	4 SAW	Domestic	6.8	31	106	106	0.0	107.3	11.6
RC	LIVE	3 SAW	Domestic	12.5	39	886	831	6.2	708.1	91.4
RC	LIVE	3 SAW	Pole	9.5	57	339	339	0.0	234.5	37.2
RC	LIVE	4 SAW	Domestic	5.1	28	65	62	4.5	63.1	6.8
RC	LIVE	CULL	Cull	18.2	9	85	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	16.7	39	36,877	35,777	3.0	27,690.5	3,935.5
WH	LIVE	3 SAW	Domestic	9.6	35	6,078	5,910	2.8	6,137.8	650.1
WH	LIVE	4 SAW	Domestic	6.8	24	1,039	1,000	3.7	1,159.4	110.0
WH	LIVE	CULL	Cull	13.3	8	480	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.8	14	443	439	1.1	366.6	48.2

**Timber Sale Log Sort x Diameter Bin Summary**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	7.0	37	112	0.0	124.2	12.3
DF	5 - 7	LIVE	Cull	7.2	1	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Pulp	9.4	15	19	0.0	17.6	2.1
DF	8 - 11	LIVE	Cull	10.2	3	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	10.5	31	836	1.3	765.5	92.0
DF	12 - 14	LIVE	Cull	13.1	11	0	100.0	0.0	0.0
DF	12 - 14	LIVE	Domestic	13.1	36	941	2.4	846.9	103.5
DF	12 - 14	LIVE	Pole	14.1	54	88	0.0	78.0	9.7
DF	15 - 19	LIVE	HQ-B	16.2	40	144	6.0	99.5	15.8
DF	15 - 19	LIVE	Domestic	17.1	40	3,604	2.1	2,379.9	396.5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	15 - 19	LIVE	Pole	18.3	51	144	0.0	76.4	15.8
DF	15 - 19	LIVE	Pulp	18.8	32	86	0.0	91.2	9.4
DF	20+	LIVE	HQ-A	22.3	40	458	0.0	294.8	50.3
DF	20+	LIVE	Pulp	23.5	24	115	0.0	68.6	12.7
DF	20+	LIVE	Domestic	24.2	40	10,698	5.0	6,608.3	1,176.7
DF	20+	LIVE	HQ-B	26.4	38	800	2.3	479.1	88.0
DF	20+	LIVE	Cull	37.7	7	0	100.0	0.0	0.0
NF	8 - 11	LIVE	Domestic	11.3	21	14	4.5	12.8	1.5
NF	12 - 14	LIVE	Pulp	12.0	15	5	13.5	4.1	0.5
NF	15 - 19	LIVE	Domestic	17.1	39	106	1.6	73.9	11.6
NF	20+	LIVE	Domestic	25.1	40	263	0.0	151.9	28.9
RA	5 - 7	LIVE	Domestic	5.4	31	55	0.0	60.1	6.0
RA	8 - 11	LIVE	Domestic	9.5	30	51	0.0	47.2	5.6
RA	12 - 14	LIVE	Domestic	12.8	30	115	4.9	93.6	12.7
RC	5 - 7	LIVE	Domestic	5.9	32	154	1.9	180.6	16.9
RC	5 - 7	LIVE	Cull	7.9	5	0	100.0	0.0	0.0
RC	8 - 11	LIVE	Pole	9.5	57	339	0.0	234.5	37.2
RC	8 - 11	LIVE	Domestic	10.0	40	54	7.4	50.4	6.0
RC	12 - 14	LIVE	Domestic	14.1	39	97	3.6	89.8	10.7
RC	15 - 19	LIVE	Domestic	16.5	40	407	6.3	331.2	44.8
RC	20+	LIVE	Domestic	24.4	35	181	9.9	119.3	19.9
RC	20+	LIVE	Cull	25.0	11	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Cull	5.9	7	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.3	28	1,268	2.2	1,509.9	139.4
WH	5 - 7	LIVE	Pulp	6.7	14	156	2.5	166.6	17.1
WH	8 - 11	LIVE	Pulp	8.9	14	75	1.2	89.0	8.3
WH	8 - 11	LIVE	Cull	9.1	7	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.8	33	5,521	3.1	5,685.1	607.3
WH	12 - 14	LIVE	Cull	12.9	12	0	100.0	0.0	0.0
WH	12 - 14	LIVE	Domestic	13.3	39	7,619	4.0	6,879.6	838.1
WH	12 - 14	LIVE	Pulp	14.0	24	37	0.0	23.8	4.1
WH	15 - 19	LIVE	Domestic	17.3	40	16,503	2.4	12,522.8	1,815.3
WH	15 - 19	LIVE	Cull	18.1	9	0	100.0	0.0	0.0
WH	20+	LIVE	Domestic	22.3	39	11,777	3.2	8,390.3	1,295.4
WH	20+	LIVE	Pulp	22.5	24	170	0.0	87.3	18.7
WH	20+	LIVE	Cull	22.7	9	0	100.0	0.0	0.0

## Cruise Unit Report SUPER TRUCKIN SORTS U1

### Unit Sale Notice Volume (MBF): SUPER TRUCKIN SORTS U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	25.5			1,637		1,388	205	21	23
DF	33.9	7.0		722	18	643	39		22
RC	24.0			89			88	1	
ALL	26.8	7.0		2,448	18	2,031	333	21	45

### Unit Cruise Design: SUPER TRUCKIN SORTS U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	39.0	46.3	45	23	0

### Unit Cruise Summary: SUPER TRUCKIN SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	76	145	3.2	0
DF	25	58	1.3	1
RC	9	22	0.5	0
ALL	110	225	5.0	1

### Unit Cruise Statistics: SUPER TRUCKIN SORTS 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 (%)
WH	199.9	43.6	6.5	210.0	26.6	3.1	41,976	51.1	7.2
DF	80.6	95.9	14.3	229.8	19.9	4.0	18,516	98.0	14.8
RC	19.6	263.9	39.3	116.5	26.4	8.8	2,279	265.2	40.3
ALL	300.0	31.8	4.7	209.2	28.2	2.7	62,771	42.5	5.5

### Unit Summary: SUPER TRUCKIN SORTS U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	33.9	111	142	18,992	18,516	2.5	12.9	80.6	13.8	722.1
RC	LIVE	CUT	9	ALL	24.0	72	90	2,480	2,279	8.1	6.2	19.6	4.0	88.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	76	ALL	25.5	96	121	43,947	41,976	4.5	56.4	199.9	39.6	1,637.1
ALL	LIVE	CUT	110	ALL	27.0	96	122	65,419	62,771	4.0	75.5	300.0	57.4	2,448.1
ALL	ALL	CUT	110	ALL	27.0	96	122	65,419	62,771	4.0	75.5	300.0	57.4	2,448.1

## Cruise Unit Report SUPER TRUCKIN SORTS U2

### Unit Sale Notice Volume (MBF): SUPER TRUCKIN SORTS U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	21.7			2,150			1,752	309	70	19
DF	31.7	8.0		393	23	32	305	31	2	1
NF	35.3			43			41	2		1
RC	15.9			16				14	3	
ALL	22.9	8.0		2,602	23	32	2,097	355	74	21

### Unit Cruise Design: SUPER TRUCKIN SORTS U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	40.0	46.7	42	23	0

### Unit Cruise Summary: SUPER TRUCKIN SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	92	176	4.2	0
DF	23	28	0.7	1
NF	3	3	0.1	0
RC	3	4	0.1	0
ALL	121	211	5.0	1

### Unit Cruise Statistics: SUPER TRUCKIN SORTS 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 (%)
WH	261.9	38.1	5.9	205.2	22.2	2.3	53,754	44.1	6.3
DF	41.7	103.0	15.9	235.7	14.5	3.0	9,822	104.0	16.2
NF	4.5	478.3	73.8	238.3	10.6	6.1	1,064	478.4	74.1
RC	3.8	312.0	48.1	107.2	48.8	28.2	408	315.7	55.8
ALL	311.8	28.0	4.3	208.6	22.9	2.1	65,049	36.2	4.8

**Unit Summary: SUPER TRUCKIN SORTS U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	23	ALL	31.7	110	142	10,148	9,822	3.2	7.6	41.7	7.4	392.9
NF	LIVE	CUT	3	ALL	35.3	101	130	1,072	1,064	0.8	0.7	4.5	0.8	42.6
RC	LIVE	CUT	3	ALL	15.9	36	47	410	408	0.5	2.8	3.8	1.0	16.3
WH	LIVE	CUT	92	ALL	21.7	88	111	55,439	53,754	3.0	102.0	261.9	56.2	2,150.2
ALL	LIVE	CUT	121	ALL	22.5	88	112	67,069	65,049	3.0	113.1	311.8	65.3	2,601.9
ALL	ALL	CUT	121	ALL	22.5	88	112	67,069	65,049	3.0	113.1	311.8	65.3	2,601.9

## Cruise Unit Report SUPER TRUCKIN SORTS U3

### Unit Sale Notice Volume (MBF): SUPER TRUCKIN SORTS U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	20.7			957	796	135	20	6
DF	33.6			870	821	44	3	1
RC	19.0			30		27	4	
RA	15.7			24	13		12	
ALL	23.0			1,881	1,630	206	38	7

### Unit Cruise Design: SUPER TRUCKIN SORTS U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	31.0	33.8	23	10	1

### Unit Cruise Summary: SUPER TRUCKIN SORTS U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	26	55	2.4	0
DF	19	39	1.7	0
RC	4	4	0.2	0
RA	3	4	0.2	0
ALL	52	102	4.4	0

### Unit Cruise Statistics: SUPER TRUCKIN SORTS 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 (%)
WH	149.5	92.4	19.3	206.5	30.8	6.0	30,857	97.4	20.2
DF	106.0	108.8	22.7	264.8	15.4	3.5	28,058	109.9	23.0
RC	9.9	296.2	61.8	98.7	45.9	23.0	976	299.7	65.9
RA	7.0	479.6	100.0	112.5	1.5	0.8	783	479.6	100.0
ALL	272.3	46.9	9.8	222.8	32.6	4.5	60,674	57.1	10.8



**Unit Summary: SUPER TRUCKIN SORTS U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	19	ALL	33.6	120	156	29,849	28,058	6.0	17.2	106.0	18.3	869.8
RA	LIVE	CUT	3	ALL	15.7	63	80	804	783	2.6	5.2	7.0	1.8	24.3
RC	LIVE	CUT	4	ALL	19.0	49	63	1,230	976	20.7	5.0	9.9	2.3	30.3
WH	LIVE	CUT	26	ALL	20.7	82	109	32,562	30,857	5.2	64.0	149.5	32.8	956.6
ALL	LIVE	CUT	52	ALL	23.4	86	114	64,445	60,674	5.9	91.4	272.3	55.2	1,880.9
ALL	ALL	CUT	52	ALL	23.4	86	114	64,445	60,674	5.9	91.4	272.3	55.2	1,880.9



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

FPA/N No: 2942897

Effective Date: 11/5/2024

Expiration Date: 11/5/2027

Shut Down Zone: 651S

EARR Tax Credit:  Eligible  Non-eligible

Reference: Super Truckin Sorts

30-107140

**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.

NOTE: Forest practice activities located within 0.25 miles of an occupied marbled murrelet site are subject to disturbance avoidance timing restrictions per WACs 222-24-030, 222-30-050, 222-30-060, 222-30-065, 222-30-070, and 222-30-100. (April 1 to August 31)

Issued By: Brian Wesemann

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 11/5/2024

Copies to:  Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP

By: Jacquie Spahn

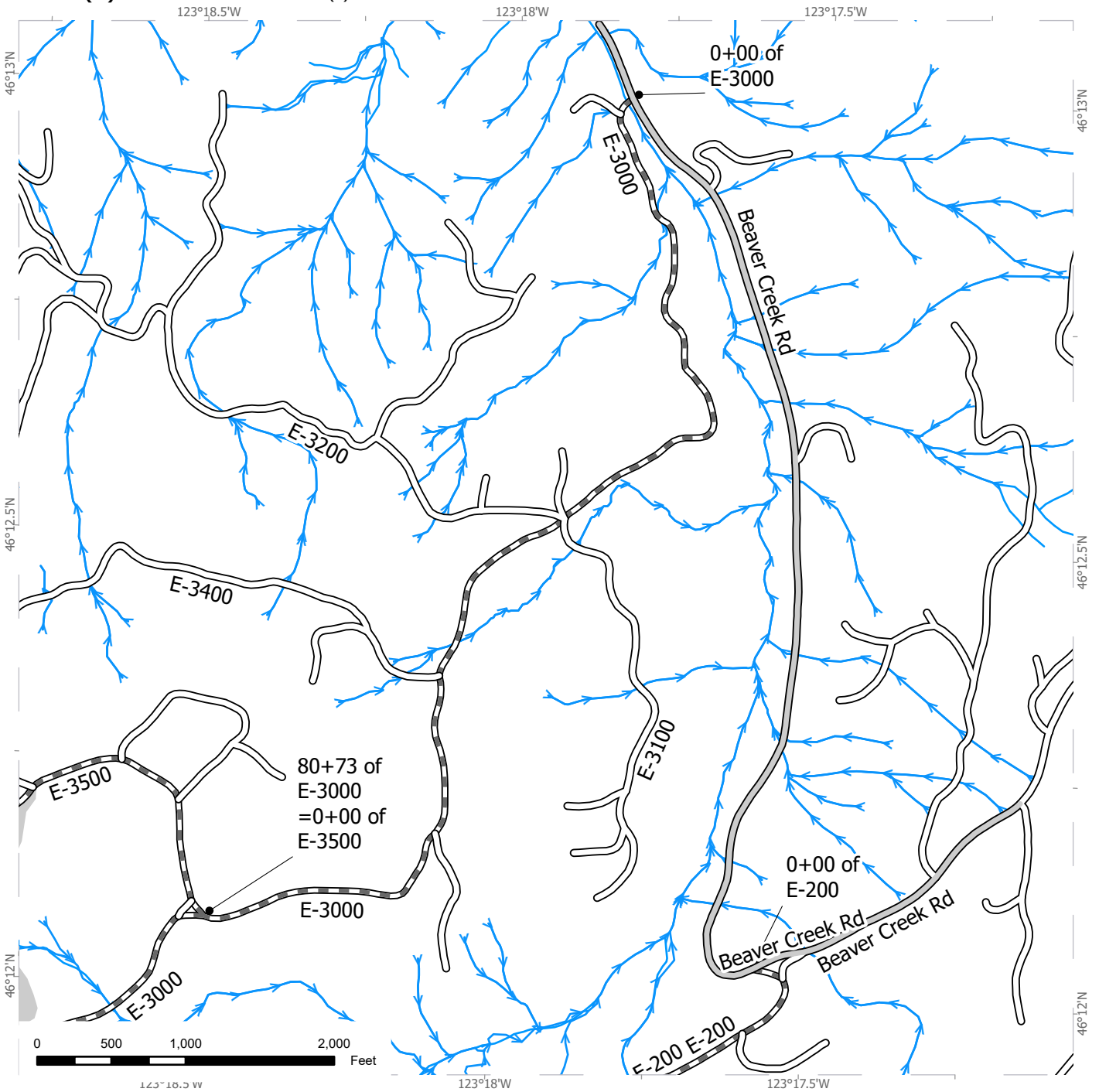
Date: 11/05/2024








# ROAD PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



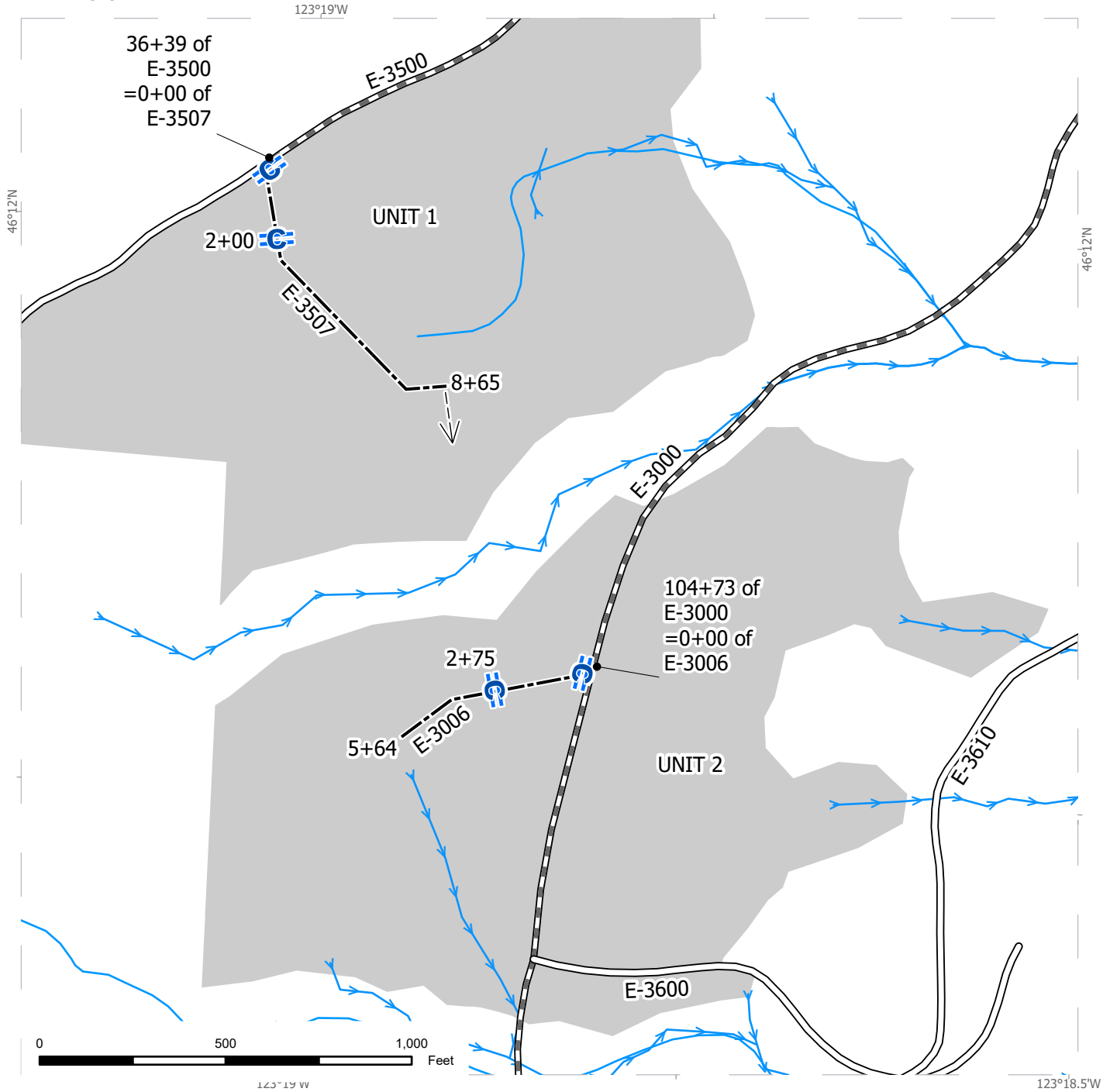
-  County Road
-  Existing Roads
-  Required Pre-Haul Maintenance
-  Streams
-  Harvest Unit



# ROAD PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT#:** 30-107140  
**TOWNSHIP(S):** T8R5W  
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**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



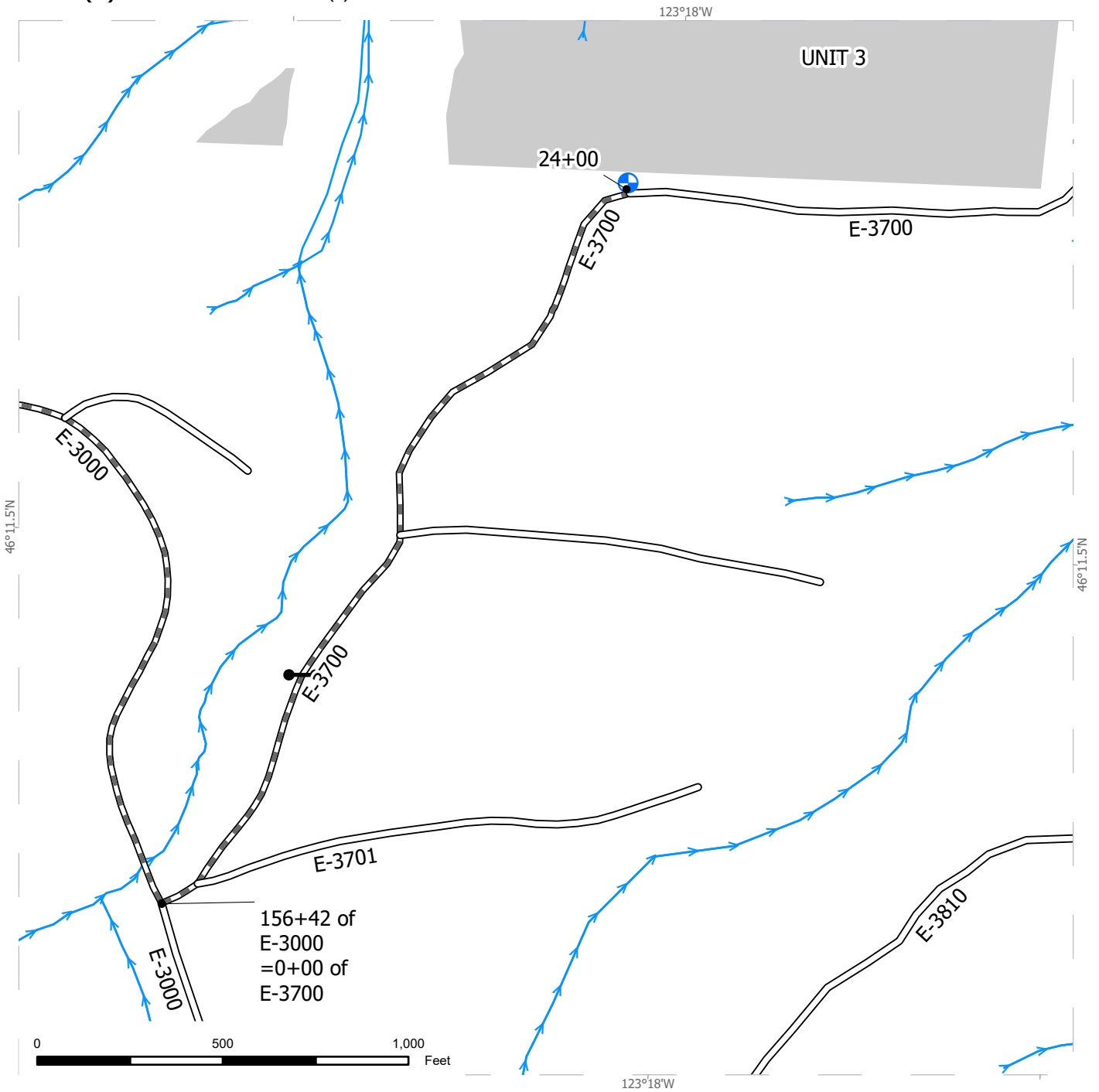
Existing Roads	Cross-drain Culvert	Harvest Unit
Required Pre-Haul Maintenance	Ditchout	
Optional Construction		
Streams		



# ROAD PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT#:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



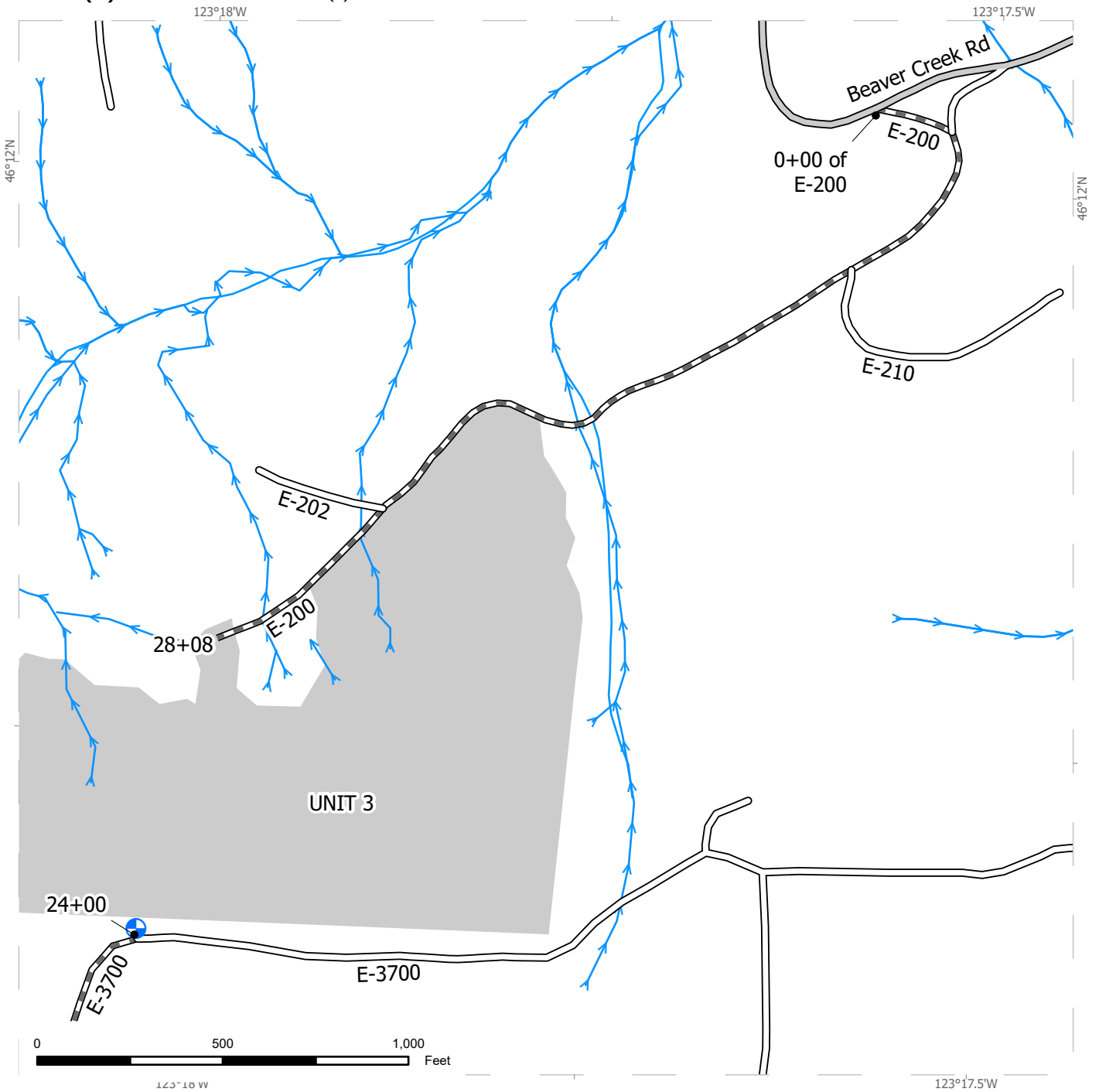
Existing Roads	Gate (PCP 1-1)	Harvest Unit
Required Pre-Haul Maintenance	Landing - Proposed	
Streams		



# ROAD PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



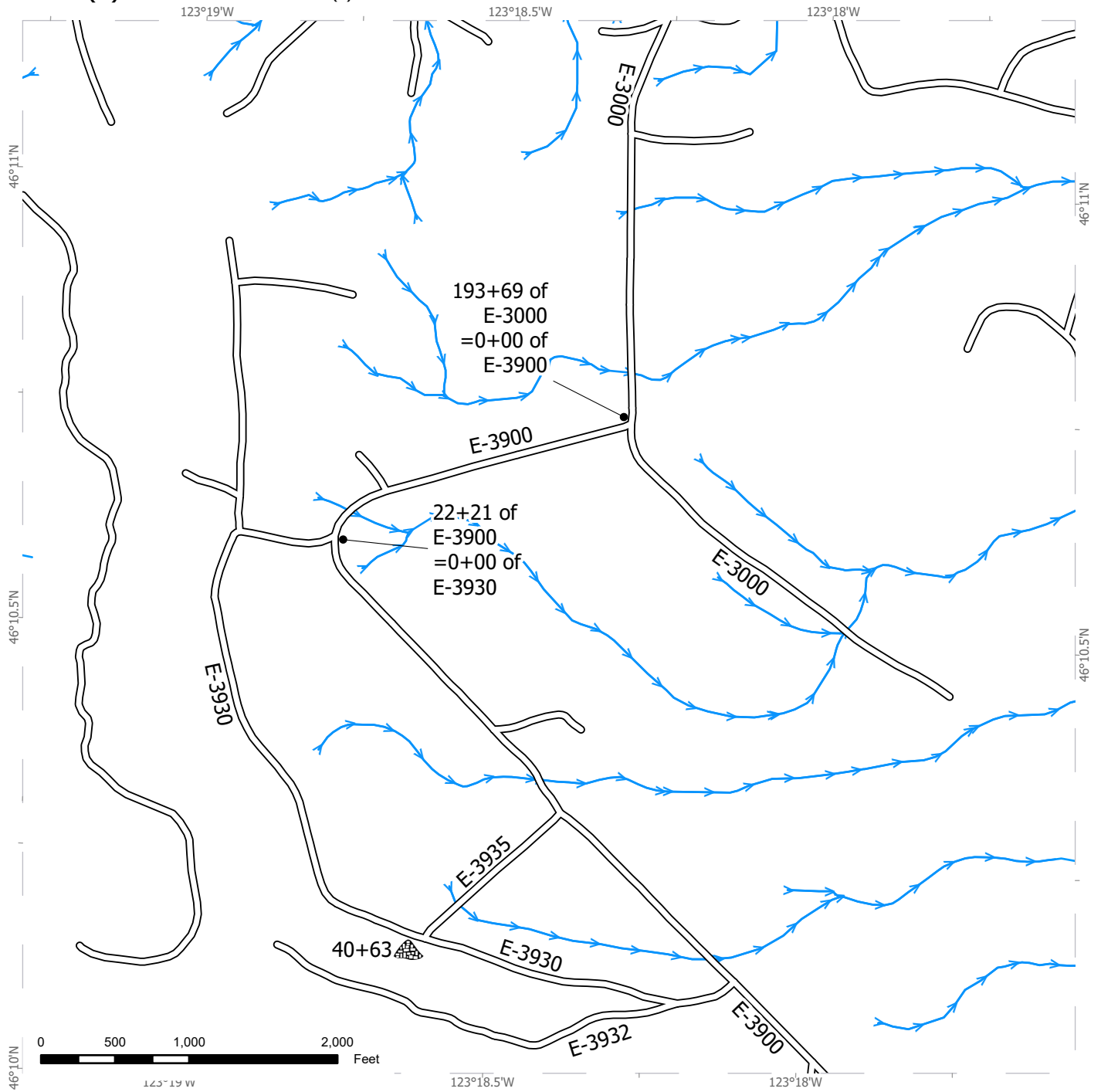
County Road	Landing - Proposed	Harvest Unit
Existing Roads		
Required Pre-Haul Maintenance		
Streams		






# ROAD PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT#:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



 Existing Roads	 Stockpile
 Streams	





STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

SUPER TRUCKIN SORTS TIMBER SALE ROAD PLAN  
WAHKIAKUM COUNTY  
ST HELENS DISTRICT  
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-107140

STAFF ENGINEER: CHACE JOHANSON

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>
E-200	0+00 to 28+08	Pre-Haul Maintenance
E-3000	0+00 to 156+42	
E-3500	0+00 to 36+39	
E-3700	0+00 to 24+00	

**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>
E-3006	0+00 to 5+64	Construction
E-3507	0+00 to 8+65	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.

**0-6 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>
E-200	0+00 to 28+08	Brushing, grade existing road surface, rip potholes, shape to crown in accordance with the TYPICAL SECTION SHEET, apply specified rock in accordance with the ROCK LIST
E-3000	0+00 to 156+42	Grade existing road surface, rip potholes, shape to crown in accordance with the TYPICAL SECTION SHEET, apply specified rock in accordance with the ROCK LIST
E-3500	0+00 to 36+39	
E-3700	0+00 to 24+00	Construct landing, grade existing road surface, rip potholes, shape to crown in accordance with the TYPICAL SECTION SHEET, apply specified rock in accordance with the ROCK LIST

**0-10 ABANDONMENT**

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

**0-12 DEVELOP ROCK SOURCE**

Contractor may develop an existing rock source. Rock source development will involve clearing, grubbing, organic debris disposal, stripping overburden, waste material disposal, ripping, blasting, pre-screening, etc. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

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.

**1-9 DAMAGED METALLIC COATING**

Any cut ends, or damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint or cold galvanizing compound.

**1-15 ROAD MARKING**

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

- Stakes, orange ribbon, orange paint for construction.

**1-21 HAUL APPROVAL**

Contractor shall not use roads under this road plan for timber haul 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
- Culvert installations
- Shaping & compaction
- Rock application & compaction
- Post-construction erosion control application
- Abandonment
- Post-abandonment erosion control application

**1-27 TIMING RESTRICTION FOR MARBLED MURRELET**

On the following road(s), any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation is not allowed from two hours before official sunset to two hours after official sunrise from April 1 through September 23. This restriction does not apply to hauling timber, rock, or equipment.

<u>Road</u>	<u>Stations</u>
E-3000	56+99 to 94+13
E-3500	0+00 to 8+24

**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 8 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.

**1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION**

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

If tracked equipment is used on bridge or 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 bridge or 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.

**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 and state highways.

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.

**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 roads 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.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E-200	0+00 to 28+08	Grade, rip potholes, shape to crown as shown on the TYPICAL SECTION SHEET
E-3000	0+00 to 156+42	
E-3500	0+00 to 36+39	
E-3700	0+00 to 24+00	

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

**3-1 BRUSHING**

On the following road, Contractor shall cut vegetative material up to 5 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>
E-200	0+00 to 28+08

**3-2 BRUSHING RESTRICTION**

On the following road, 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.

<u>Road</u>	<u>Stations</u>
E-200	0+00 to 28+08

**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 25 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.

**3-10 GRUBBING**

Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. 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.

**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 rock application.

**3-23 PROHIBITED DISPOSAL AREAS**

Contractor shall not place organic debris in the following areas:

- Within 25 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.
- 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 on the downhill side of the road, unless otherwise detailed in this road plan, or as directed by the Contract Administrator.

**3-30 EXCLUSION OF DOZER BLADES**

Contractor shall not use dozer blades for the piling of organic debris.



## 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.

### 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	1:1	100
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.

**4-22 TURNAROUNDS**

Contractor shall construct turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

Contractor shall construct 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 needed or 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. DOL or DOR denotes ditchout left or ditchout right.

**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.

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

Contractor shall not deposit waste material in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 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.
- On the uphill side of the road.

**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. Contractor shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

**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. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

**4-61 SUBGRADE COMPACTION**

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

**4-62 DRY WEATHER COMPACTION**

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.

SECTION 5 – DRAINAGE

**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**

Contractor shall provide and install culvert markers in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at locations specifying culvert markers on the CULVERT LIST.

**5-15 CULVERT INSTALLATION**

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 20 feet. Shorter section 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. 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. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

**5-25 CATCH BASINS**

Contractor shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

**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 the placement of rock at the inlet. 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. Rock may not restrict the flow of water into culvert inlets or catch basins. The type and quantity of rock used for headwalls shall be as specified on the CULVERT LIST. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

**5-33 NATIVE SURFACE ROADS**

If overwintered, native surface roads must be waterbarred by November 1. Contractor shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

**6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Contractor. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Columbia View Pit	E-3930 @ 40+63 Right	Crushed Rock	300cy

**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>
Burns Construction Pit	360-957-4183

**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 or manufacture 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. Contractor shall provide a sieve analysis upon request from the Contract Administrator.

**6-39 6-INCH JAW RUN ROCK**

% Passing 6" in one dimension	100%
% Passing 3" square sieve	45 - 65%

Rock may not contain more than 5 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 unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

**6-56 ROCK MEASUREMENT BY TRUCK VOLUME**

Measurement of landing, energy dissipater, and spot rock is on a cubic yard truck measure basis. The Contractor shall 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 shall maintain load tally sheets for each truck as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator or mail them to the Region Office 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, compaction, 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. 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.

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, 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>Station</u>	<u>Quantity</u>
E-3700 Landing	24+00	120cy

**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.

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. Soils must be covered before the first anticipated storm event.

**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>	<u>Type</u>
E-3006	26	Construction
E-3507	40	
E-3700 Landing	25	
E-3700 Landing	25	Abandonment
Total	116	-

\*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.



**8-25 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**

**9-3 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.

**9-10 LANDING DRAINAGE**

Contractor shall provide for drainage of the landing surface.

**9-21 ABANDONMENT**

Contractor shall abandon the following landing before the termination of this contract. Work must be in accordance with Clause 9-22 LIGHT ABANDONMENT.

<u>Road</u>	<u>Station</u>
E-3700 Landing	24+00

**9-22 LIGHT ABANDONMENT**

- Rip the surface to a minimum depth of 20 inches.
- Slope all embankments no steeper than 1.5:1.
- Leave landing area in a condition conducive to replanting.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

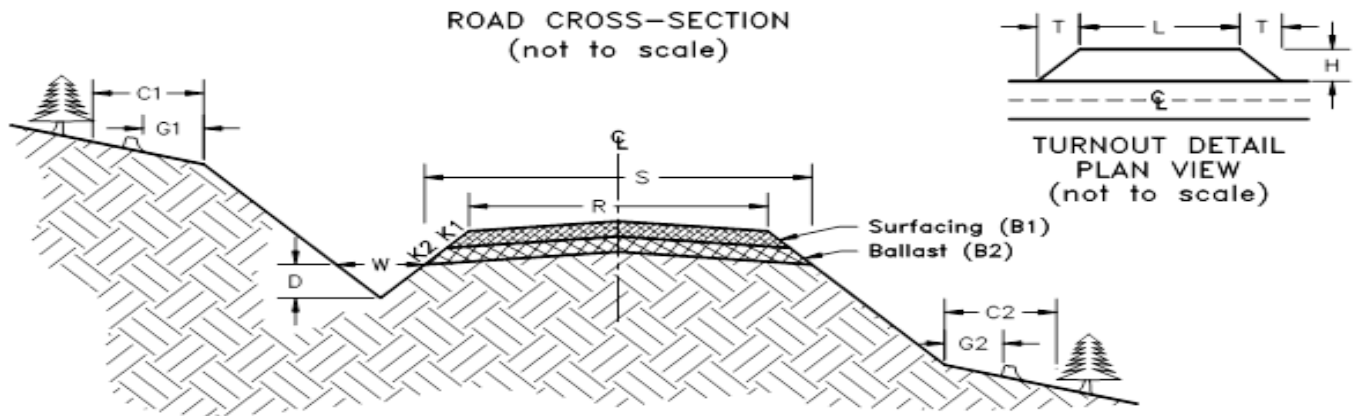
**10-17 CORRUGATED PLASTIC CULVERT**

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**

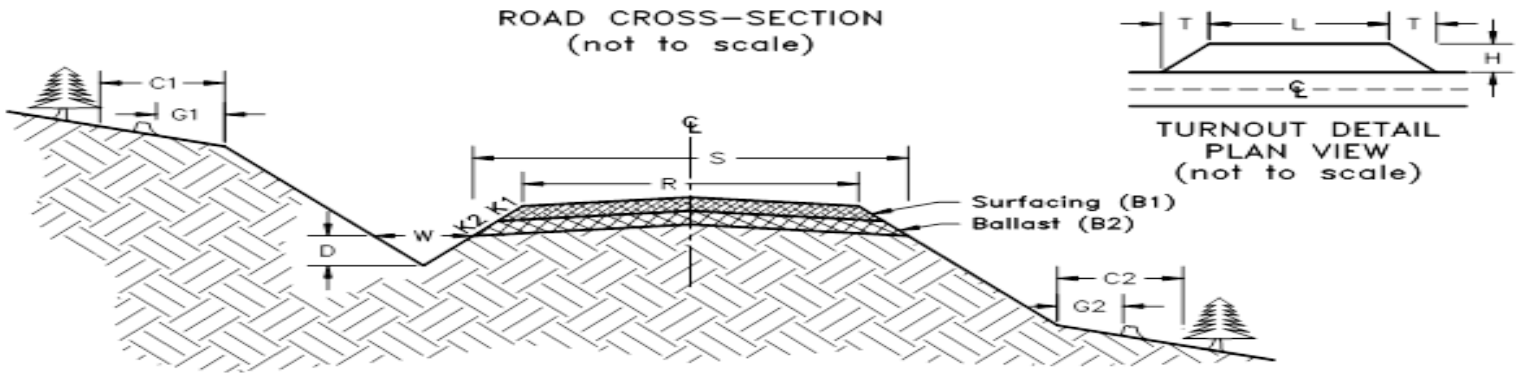
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe 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
E-200	0+00	28+08	A	-	12	3	1	4	-	-	-	-
E-3000	0+00	156+42	A	-	14	3	1	4	-	-	-	-
E-3500	0+00	36+39	A	-	12	3	1	4	-	-	-	-
E-3700	0+00	24+00	A	-	12	3	1	4	-	-	-	-
E-3006	0+00	5+64	C	16	12	3	1	4	5	5	10	10
E-3507	0+00	8+65	C	16	12	3	1	4	5	5	10	10

ROCK LIST  
(Page 1 of 2)



STOCKPILED CRUSHED ROCK

Road	From	To	Compacted		No. Stations	CY Subtotal	Rock Source	Rock Slope
			Rock Depth (in)	CY/Station				Ratio
E-200	0+00	28+08		Spot Rock		40	Columbia View Stockpile	1.5:1
E-3000	0+00	156+42		Spot Rock		180		1.5:1
E-3500	0+00	36+39		Spot Rock		40		1.5:1
E-3700	0+00	24+00		Spot Rock		30		1.5:1
REQUIRED STOCKPILED CRUSHED ROCK TOTAL						<u>290</u>	Cubic Yards	

ROCK LIST  
(Page 2 of 2)

6-INCH JAW RUN ROCK

Road		From	To	Compacted			CY	Rock Source	Rock Slope
				Rock Depth (in)	CY/ Station	No. Stations			Ratio
E-3006	-	0+00	5+64	15	81	5.64	458	Commercial	1.5:1
E-3006	-	Turnaround	4+64	-	-	-	52		1.5:1
E-3006	-	Headwall & Energy Dissipater Rock	-	-	-	-	2		-
E-3507	-	0+00	8+65	15	81	8.65	703		1.5:1
E-3507	-	Turnaround	7+65	-	-	-	52		1.5:1
E-3507	-	Headwall & Energy Dissipater Rock	-	-	-	-	2		-
E-3700	*	Landing	24+00	-	-	-	120		-

\* Optional rock, see Road Plan Clause 6-75

REQUIRED 6-INCH JAW RUN ROCK SUBTOTAL	<u>1269</u>	Cubic Yards
OPTIONAL 6-INCH JAW RUN ROCK SUBTOTAL	<u>120</u>	Cubic Yards
 6-INCH JAW RUN ROCK TOTAL	 <u>1389</u>	 Cubic Yards

## CULVERT LIST

<u>Road</u>		<u>Culvert</u>		<u>Headwall</u>		<u>Energy</u>		<u>Bedding/backfill</u>		<u>Construction</u>		<u>Culvert marker</u>		
<u>Name</u>	<u>Station</u>	<u>Diameter (in)</u>	<u>Culvert</u>	<u>Rock</u>	<u>Dissipater</u>	<u>Type</u>	<u>Type</u>	<u>Staked (Y/N)</u>	<u>Inlet (Y/N)</u>	<u>Outlet (Y/N)</u>			<u>Remarks</u>	
E-3006	0+00	18	30	-	-	JR	NT	N	N	N			Cross Drain	
E-3006	2+75	18	30	1	1	JR	NT	N	Y	Y			Cross Drain	
E-3507	0+00	18	30	-	-	JR	NT	N	N	N			Cross Drain	
E-3507	2+00	18	30	1	1	JR	NT	N	Y	Y			Cross Drain	
E-3507	8+65	-	-	-	-	-	-	-	-	-			DOR	

**Key**

JR- 6-INCH JAW RUN ROCK

NT- NATIVE MATERIAL

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>
None	-	-	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
E-3006 E-3507	-	-	Rock	-	Vibratory Smooth Drum	20000	5	3	1
All	-	-	Waste Area	24	Excavation	30000	-	-	4

# CULVERT AND DRAINAGE SPECIFICATION DETAIL

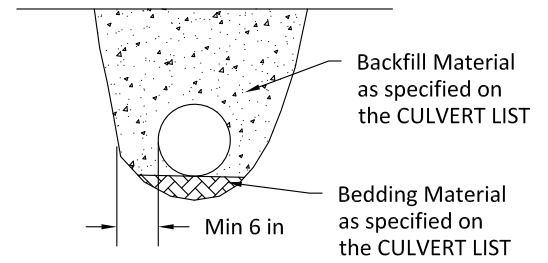
## PAGE 1 OF 2

**INSTALLATION REQUIREMENTS:**

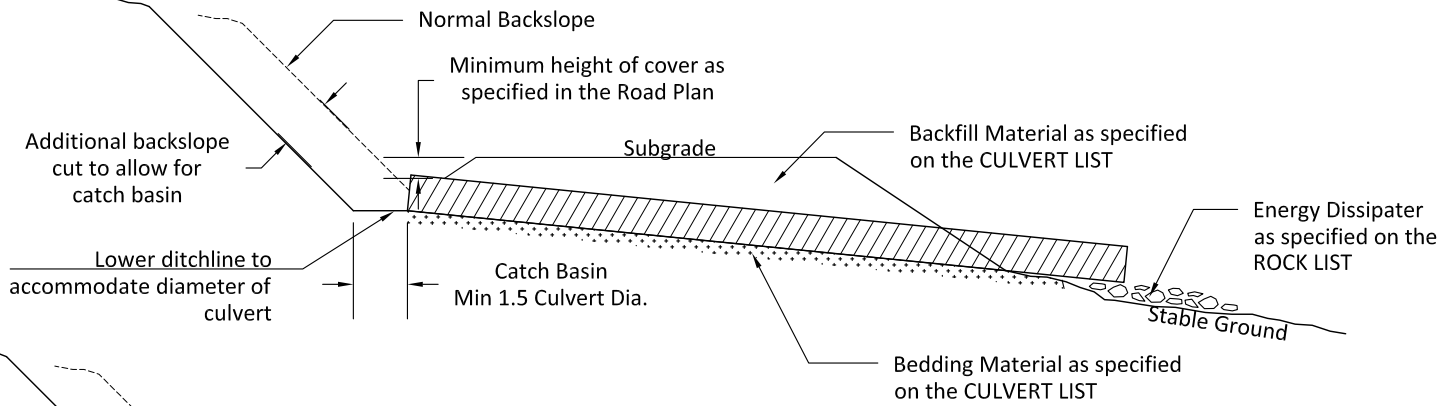
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly 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

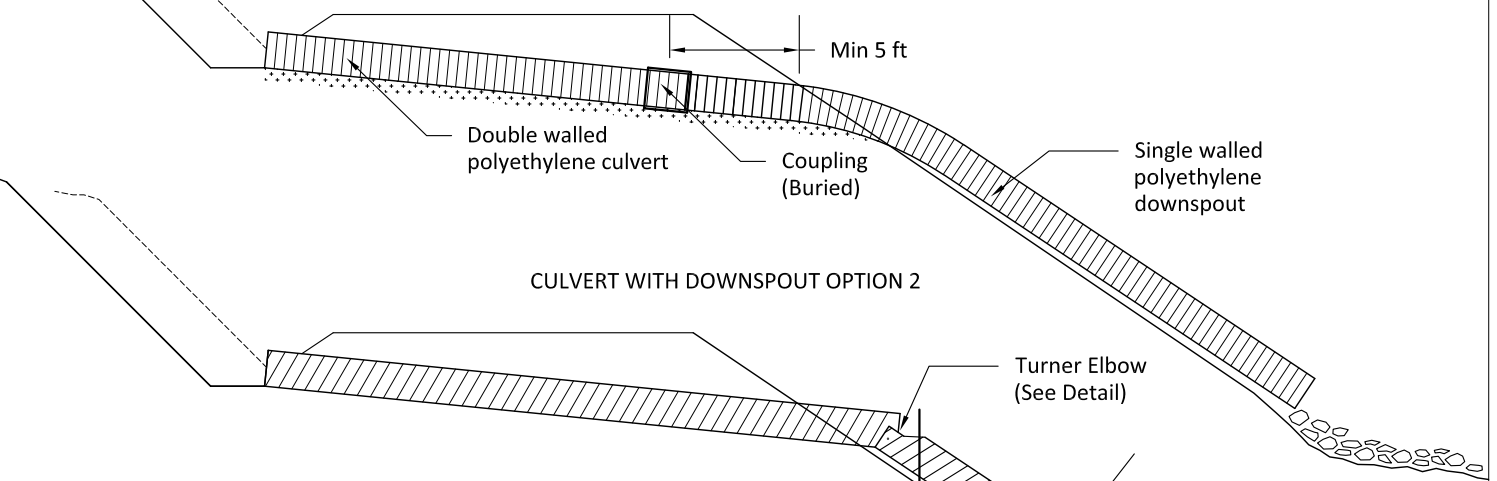
**CROSS SECTION**



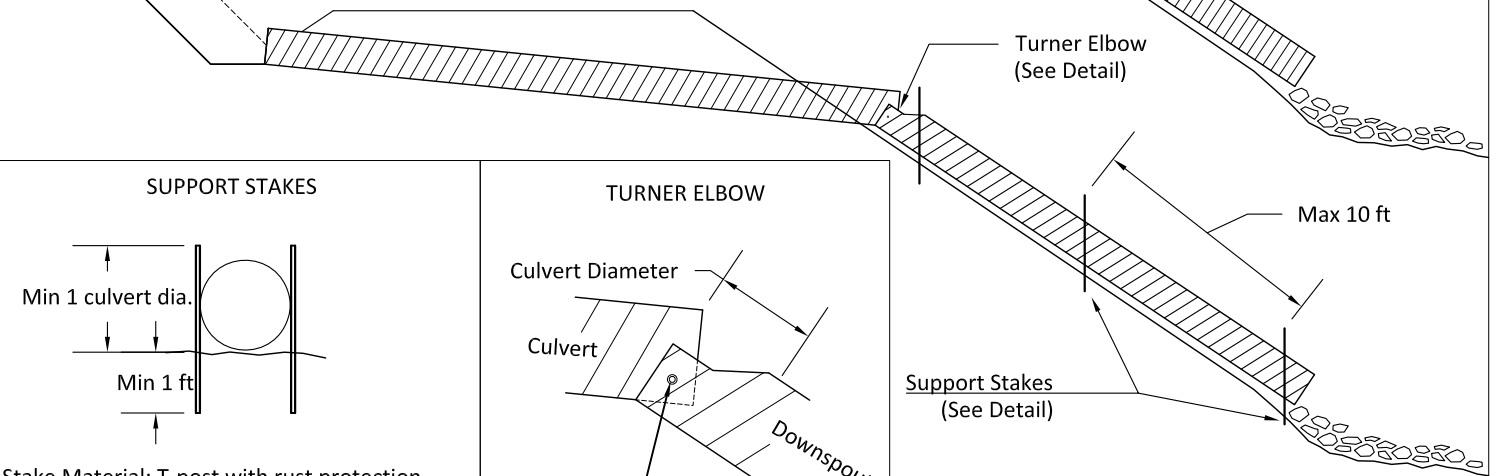
**CULVERT PROFILE (TYPICAL)**



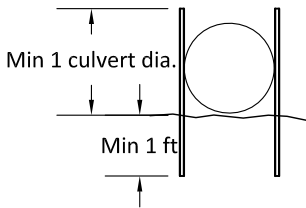
**CULVERT WITH DOWNSPOUT OPTION 1**



**CULVERT WITH DOWNSPOUT OPTION 2**

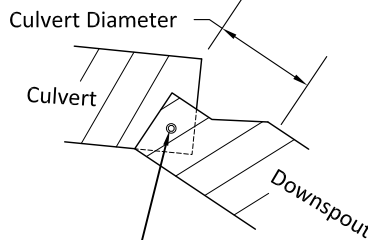


**SUPPORT STAKES**



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**

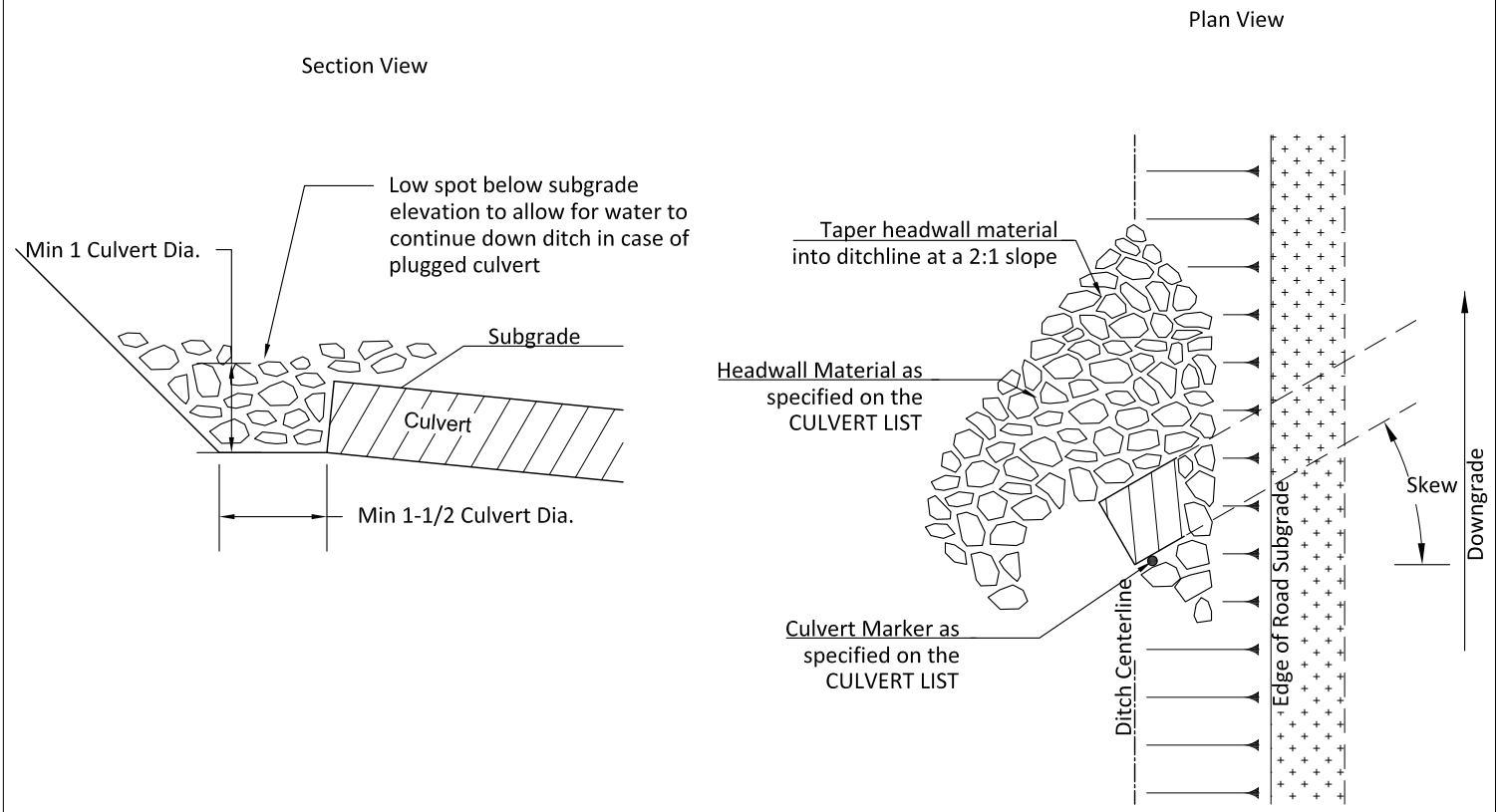


Downspout must be 6 inches larger in diameter than the culvert.

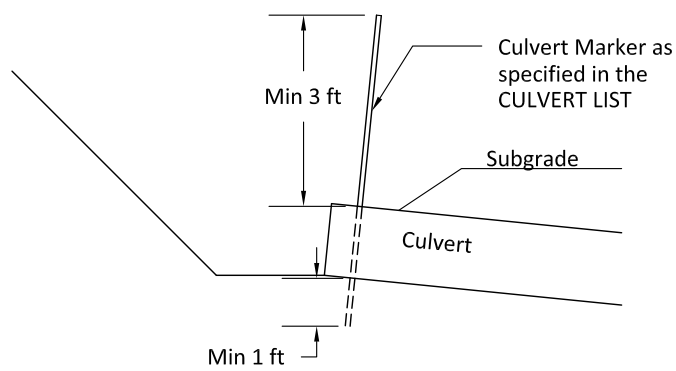


**CULVERT AND DRAINAGE SPECIFICATION DETAIL**  
**PAGE 2 OF 2**

**HEADWALLS**

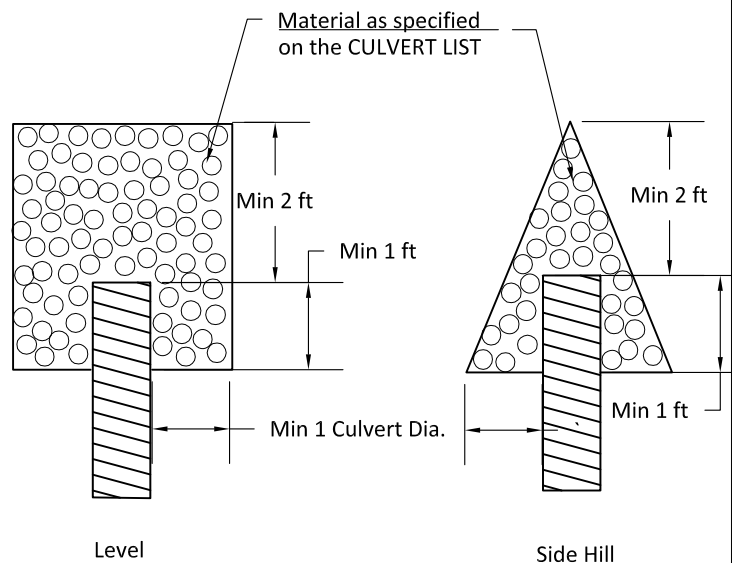


**CULVERT MARKERS**



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

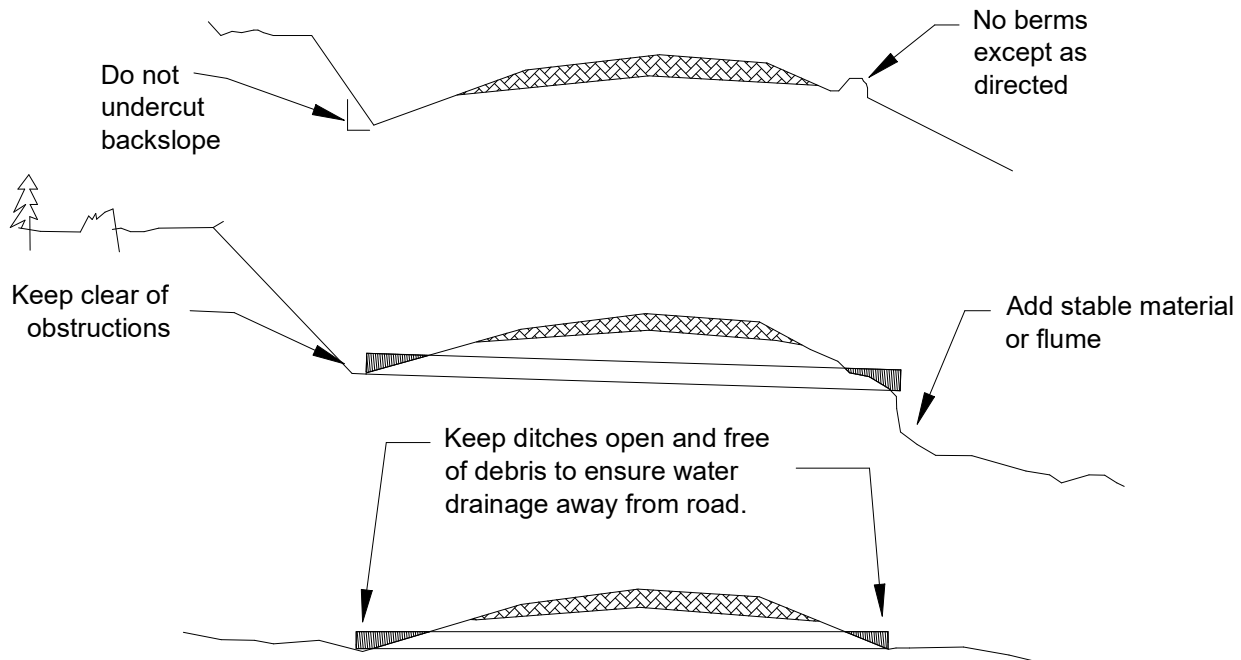
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

## Termination of Use or End of Season

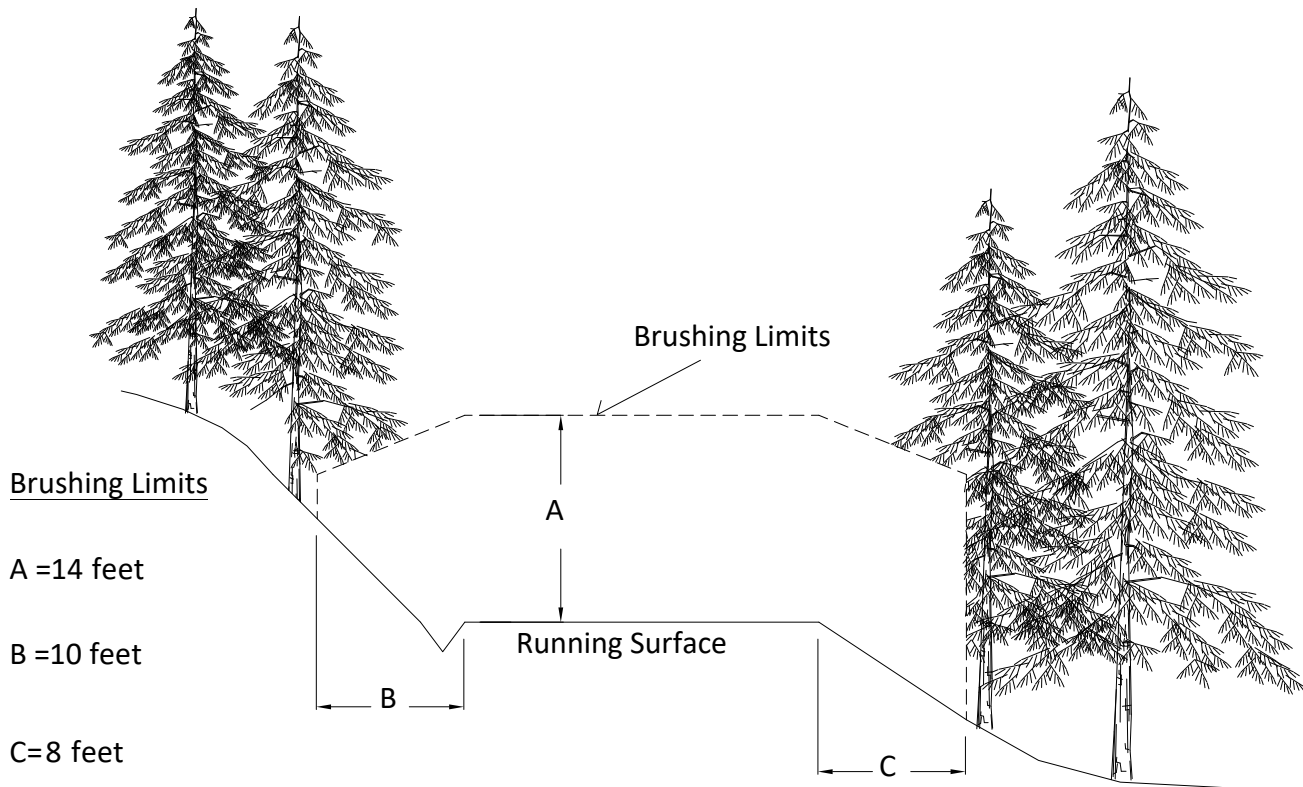
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

## Debris

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



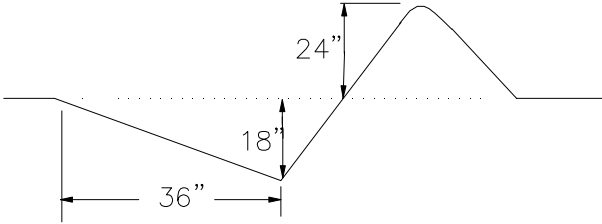
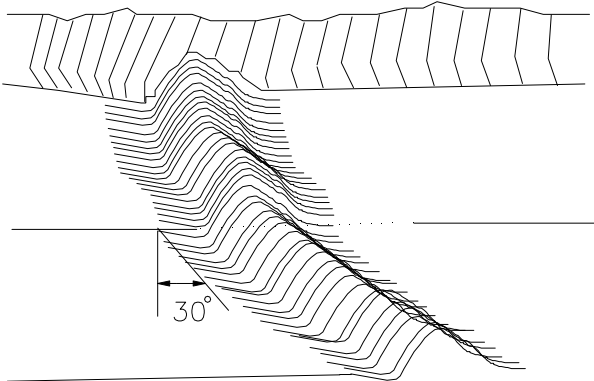
# ROADSIDE BRUSHING DETAIL



## 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 shall be increased to 12 feet on the inside of switchbacks and tight curves.
- 4) On truck turnouts or turnarounds, brush shall be cut 8 feet back from outside edge of running surface.

NON-DRIVABLE WATER BAR DETAIL





SUMMARY Road Development Estimate  
 REGION Pacific Cascade  
 DISTRICT St Helens

SALE/PROJECT NAME Super Truckin

AGREEMENT NO. 30-107140

ROAD NAME	E-3006, E-3507	E-200, E-3000, E-3500, E-3700	
ROAD STANDARD	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS	14.29	0.00	244.89
CLEARING & GRUBBING	\$ 3,404	\$ -	\$ -
EXCAVATION AND FILL	\$ 6,870	\$ -	\$ 284
MISC. MAINTENANCE	\$ 239	\$ -	\$ 5,388
ROAD ROCK	Optional	\$ -	\$ 2,893
	Required	\$ 66,956	\$ 8,135
	Total	\$ 66,956	\$ 11,027
ROCK STOCKPILE PROD	\$ -	\$ -	\$ -
CULVERTS AND FLUMES	\$ 2,721	\$ -	\$ -
STRUCTURES	\$ -	\$ -	\$ -
MOBILIZATION	\$ 2,800	\$ -	\$ 2,800
TOTAL COSTS	\$ 82,991	\$ -	\$ 19,500
COST PER STATION	\$ 5,808	\$ -	\$ 80
ROAD DEACTIVATION & ABANDONMENT COSTS	\$	341	
		<b>TOTAL (All Roads)</b>	<b>\$102,832</b>
		<b>TOTAL (Minus Optional Rock)</b>	<b>\$99,939</b>
		<b>SALE VOLUME MBF</b>	<b>6930</b>
		<b>TOTAL \$/MBF</b>	<b>\$ 14.84</b>
		<b>TOTAL \$/MBF (Minus Optional Rock)</b>	<b>\$ 14.42</b>

ESTIMATED BY Chace Johanson

MOBILIZATION

SALE/PROJECT NAME Super Truckin

CONTRACT # 30-107140

**PRE-HAUL/CONSTRUCTION EQUIPMENT**

MOBILIZATION

Grader	\$ 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 \$ 5,600



SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
CONTRACT # 30-107140  
ROAD NAME E-200

Required pre-haul maintenance (stations) 28+08  
Distance to Columbia View Stockpile (miles) 6.09

REQUIRED PRE-HAUL MAINTENANCE

**MISC. MAINTENANCE**

Brushing	\$	31.41	per station x	28.08		\$	882
Maintenance grading	\$	18.03	per station x	28.08		\$	506

**ROAD ROCK**

REQUIRED							
STOCKPILED CRUSHED ROCK	\$	1.64	per CY x	40		\$	66
Rock haul	\$	165.00	per hour x	11	round trip haul (miles)	12.72	\$ 1,789

TOTAL ROAD COST \$ 3,243

SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
CONTRACT # 30-107140  
ROAD NAME E-3000

Required pre-haul maintenance (stations) 156+42  
Distance to Columbia View Stockpile (miles) 1.89

REQUIRED PRE-HAUL MAINTENANCE

**MISC. MAINTENANCE**

Maintenance grading \$ 18.03 per station x 156.42 \$ 2,820

**ROAD ROCK**

REQUIRED

STOCKPILED CRUSHED ROCK \$ 1.64 per CY x 180 \$ 296

Rock haul \$ 165.00 per hour x 27 round trip haul (miles) 6.74 \$ 4,498

TOTAL ROAD COST \$ 7,615

SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
CONTRACT # 30-107140  
ROAD NAME E-3500

Required pre-haul maintenance (stations) 36+39  
Distance to Columbia View Stockpile (miles) 3.32

REQUIRED PRE-HAUL MAINTENANCE

**MISC. MAINTENANCE**

Maintenance grading \$ 18.03 per station x 36.39 \$ 656

**ROAD ROCK**

REQUIRED

STOCKPILED CRUSHED ROCK \$ 1.64 per CY x 40 \$ 66

Rock haul \$ 165.00 per hour x 7 round trip haul (miles) 7.34 \$ 1,078

TOTAL ROAD COST \$ 1,800

SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
 CONTRACT # 30-107140  
 ROAD NAME E-3700

Required pre-haul maintenance (stations) 24+00  
 Distance to Columbia View Stockpile (miles) 1.89

REQUIRED PRE-HAUL MAINTENANCE

**EXCAVATION AND FILL**

Landing \$ 284.00 each x 1 \$ 284

**MISC. MAINTENANCE**

Grass seeding \$ 3.64 per pound x 25 \$ 91

Maintenance grading \$ 18.03 per station x 24.00 \$ 433

**ROAD ROCK**

OPTIONAL

6-INCH JAW RUN ROCK \$ 11.32 per CY x 120 \$ 1,358

Rock haul \$ 165.00 per hour x 7 round trip haul (miles) 4.23 \$ 1,168

Spread & compact rock \$ 3.06 per CY x 120 \$ 367

REQUIRED

STOCKPILED CRUSHED ROCK \$ 1.64 per CY x 30 \$ 49

Rock haul \$ 165.00 per hour x 1.8 round trip haul (miles) 4.23 \$ 292

**ROAD DEACTIVATION & ABANDONMENT**

Light abandonment \$ 250.00 per landing x 1.00 \$ 250

Grass seeding \$ 3.64 per pound x 25 \$ 91

TOTAL ROAD COST \$ 4,383

SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
 CONTRACT # 30-107140  
 ROAD NAME E-3006

Optional construction (stations) 5+64  
 Distance to Commercial Pit (miles) 10.58

OPTIONAL CONSTRUCTION

**CLEARING & GRUBBING**

Clearing & grubbing \$ 238.20 per station x 5.64 \$ 1,343

**EXCAVATION AND FILL**

Construction \$ 405.00 per station x 5.64 \$ 2,284

Turnaround \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 5.64 \$ 203

**MISC. MAINTENANCE**

Grass seeding \$ 3.64 per pound x 26 \$ 94

**ROAD ROCK**

REQUIRED

6-INCH JAW RUN ROCK \$ 11.32 per CY x 512 \$ 5,798

Rock haul \$ 165.00 per hour x 117.5 round trip haul (miles) 21.26 \$ 19,381

Spread & compact rock \$ 3.06 per CY x 510 \$ 1,560

Place headwall & energy dissipater rock \$ 10.25 per CY x 2 \$ 21

**CULVERTS AND FLUMES**

18" Polyethylene, double wall \$ 20.89 per foot x 60 \$ 1,254

Culvert marker \$ 28.50 each x 2 \$ 57

TOTAL ROAD COST \$ 32,279

SUMMARY OF ROAD

SALE/PROJECT NAME Super Truckin  
 CONTRACT # 30-107140  
 ROAD NAME E-3507

Optional construction (stations) 8+65  
 Distance to Commercial Pit (miles) 10.82

OPTIONAL CONSTRUCTION

**CLEARING & GRUBBING**

Clearing & grubbing \$ 238.20 per station x 8.65 \$ 2,060

**EXCAVATION AND FILL**

Construction \$ 405.00 per station x 8.65 \$ 3,503

Turnaround \$ 284.00 each x 1 \$ 284

Shape & compact subgrade \$ 36.03 per station x 8.65 \$ 312

**MISC. MAINTENANCE**

Grass seeding \$ 3.64 per pound x 40 \$ 145

**ROAD ROCK**

REQUIRED

6-INCH JAW RUN ROCK \$ 11.32 per CY x 757 \$ 8,565

Rock haul \$ 165.00 per hour x 177.6 round trip haul (miles) 21.80 \$ 29,303

Spread & compact rock \$ 3.06 per CY x 755 \$ 2,308

Place headwall & energy dissipater rock \$ 10.25 per CY x 2 \$ 21

**CULVERTS AND FLUMES**

18" Polyethylene, double wall \$ 20.89 per foot x 60 \$ 1,254

Ditchout \$ 100.00 each x 1 \$ 100

Culvert marker \$ 28.50 each x 2 \$ 57

TOTAL ROAD COST \$ 47,911



## 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*

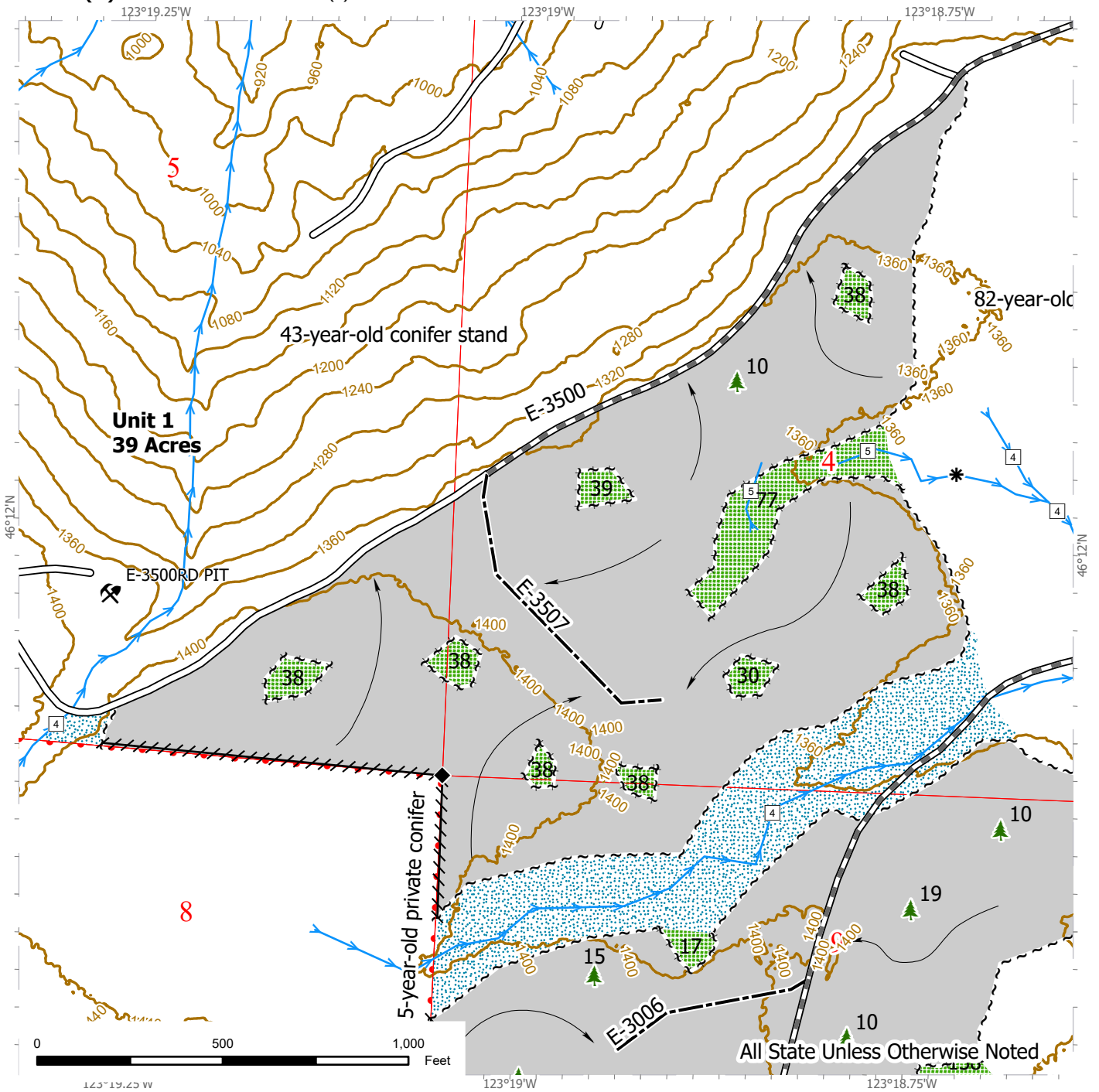
All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact 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:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



Ground	Sale Boundary Tags	Streams
Harvest Unit	Leave Tree Tags	Stream Type
Leave Tree Area	Flag Line	Stream Break
Riparian Mgt Zone	Property Line	Leave Tree Area <1/4-acre
	Existing Roads	Rock Pit
	Required Pre-Haul Maintenance	Survey Monument
	Optional Construction	
	Contours 40 ft	

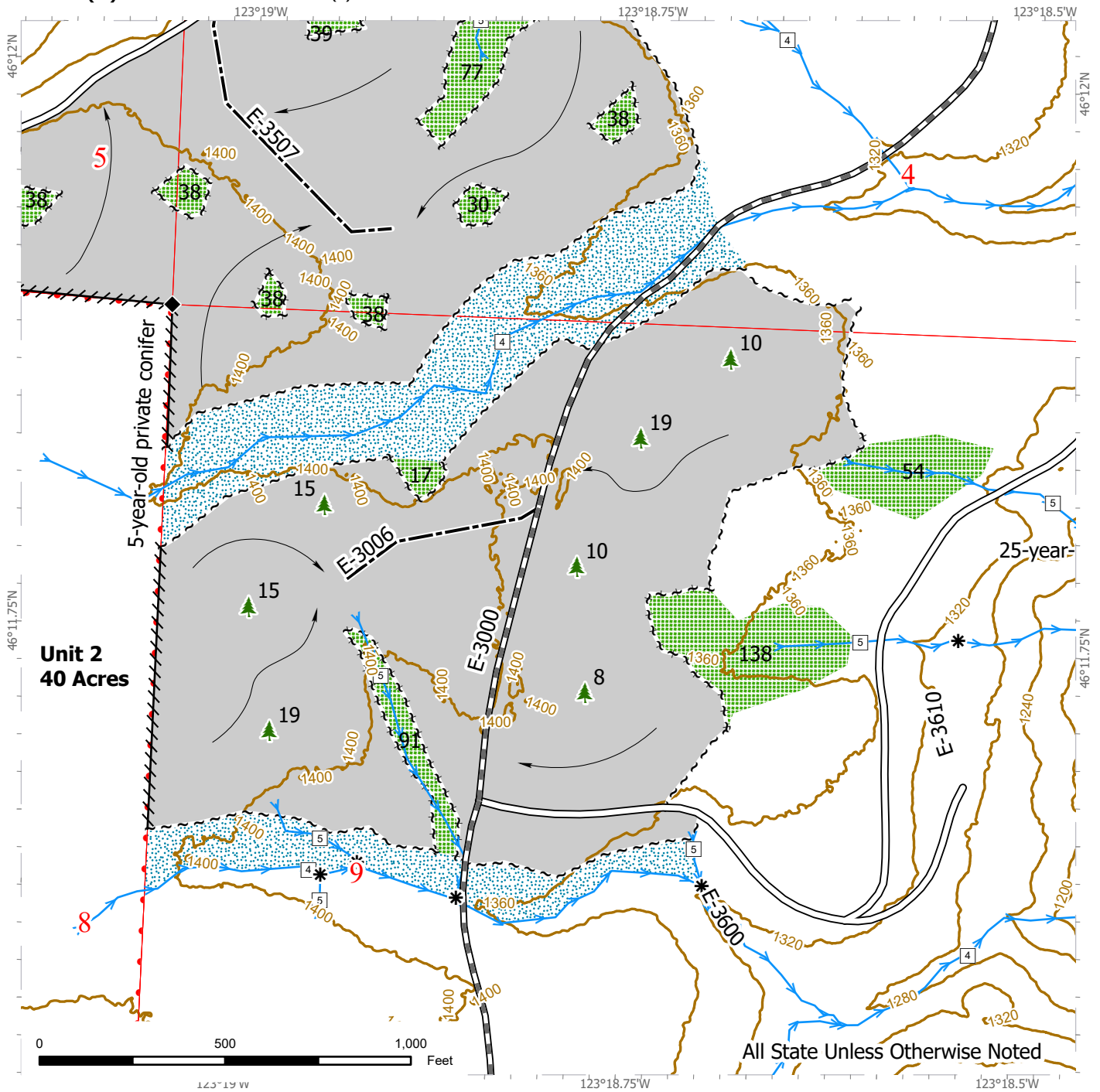




# LOGGING PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
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**ELEVATION RGE:** 920-1400



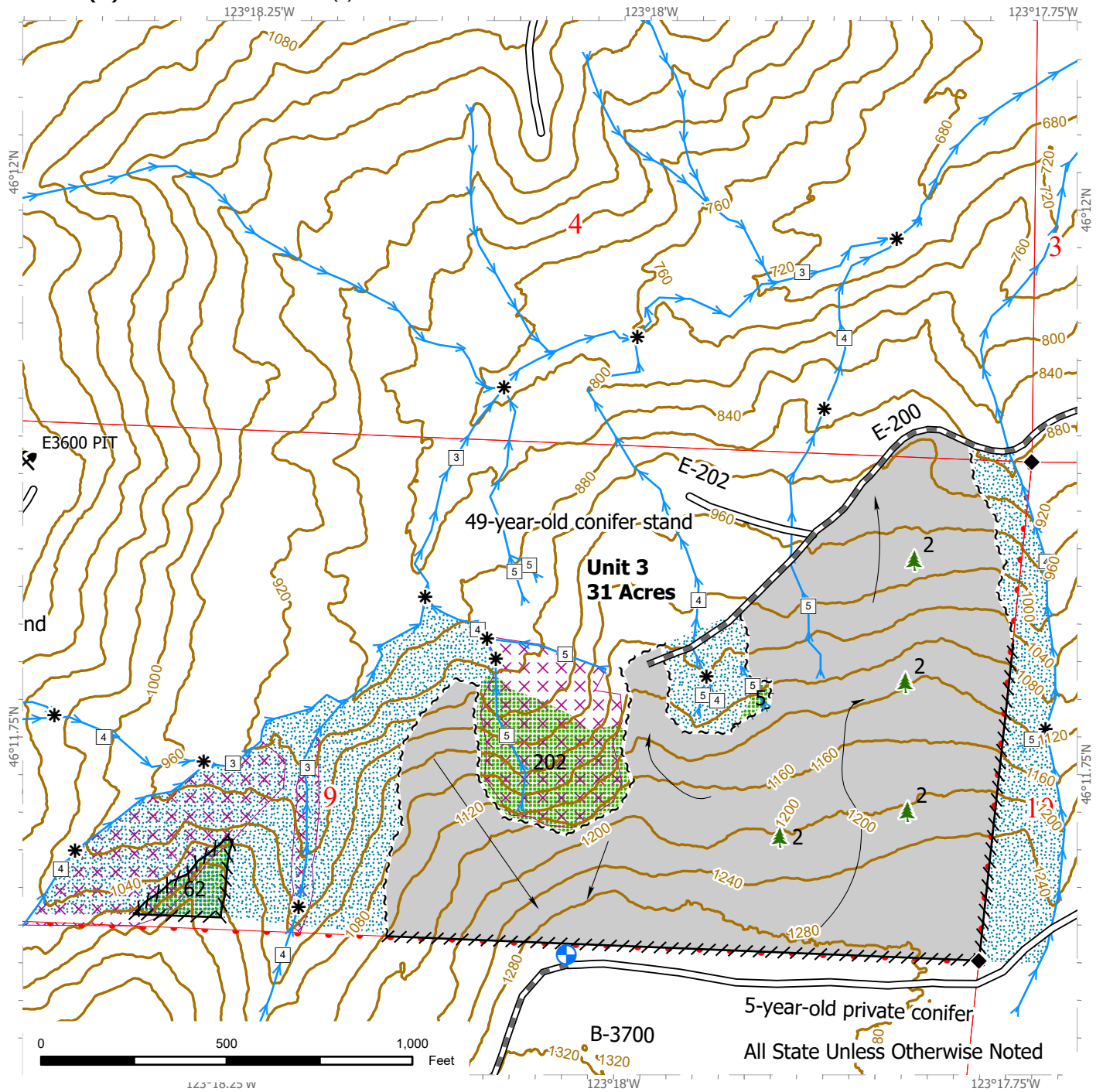
All State Unless Otherwise Noted

Ground	Sale Boundary Tags	Streams
Harvest Unit	Leave Tree Tags	Stream Type
Leave Tree Area	Flag Line	Stream Break
Riparian Mgt Zone	Property Line	Leave Tree Area <1/4-acre
	Existing Roads	Survey Monument
	Required Pre-Haul Maintenance	
	Optional Construction	
	Contours 40 ft	

# LOGGING PLAN MAP

**SALE NAME:** SUPER TRUCKIN SORTS  
**AGREEMENT #:** 30-107140  
**TOWNSHIP(S):** T8R5W  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Wahkiakum  
**ELEVATION RGE:** 920-1400



Cable	Sale Boundary Tags	Streams
Ground	Leave Tree Tags	Stream Type
Harvest Unit	Flag Line	Stream Break
Leave Tree Area	Property Line	Landing - Proposed
Riparian Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
Potentially Unstable Slopes	Required Pre-Haul Maintenance	Rock Pit
	Contours 40 ft	Survey Monument





WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**  
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

## ROAD USE PERMIT

### Permit No. 55-106580

**THIS PERMIT**, made and entered into this 8<sup>th</sup> day of March 2024, by and between Hampton Family Forests, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

**Conveyance.** Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling timber and rock, and the creation of a cable landing setting to assist with logging operation, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the S1/2 of the NE1/4 of Section 09, Township 08 North, Range 05 West, W.M., in Wahkiakum County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

**Consideration.** The consideration paid by the Grantee to Grantor is as follows: \$500.00

**Termination.** This permit shall terminate December 31<sup>st</sup>, 2027, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

**Reservations.** Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

**Compliance with Laws.** For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

**Permittees.** The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

**Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

**Repairs.** Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

**Improvements.** Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

**Prior rights.** This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

**Damage.** Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

**Waste.** Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

**Survey Markers.** Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

**Fire Prevention and Control.** The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the

Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

**Indemnity by Grantee.** Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

**Notice.** Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:  
DEPARTMENT OF NATURAL RESOURCES  
Pacific Cascade Region  
P.O. Box 280  
Castle Rock, WA 98611

To Grantor:  
Hampton Family Forests  
42235 Old Hwy 30  
Astoria, OR 97103

**Integrated Agreement; Modification.** This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

**Severability.** If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

**Waiver.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or

by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

**Assignment.** This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

**Construction.** The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.


**Exhibits.** All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

**Headings.** The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

**Counterparts.** This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.


**IN WITNESS WHEREOF,** the parties hereto have caused this Permit to be executed as below subscribed.

Dated: 3/8/2024, 20  .

DocuSigned by:  
  
893715F886FA418...

Marcus Brown  
Forester  
Hampton Family Forests  
42235 Old Hwy 30  
Astoria, OR 97103  
(503)278-2502

Dated: 3/8/2024, 20  .

DocuSigned by:  
  
03AD29DDF33F457...

Scott Sargent  
Pacific Cascade Region Manager  
WA DNR  
P.O. Box 280  
Castle Rock, WA 98611  
(360)577-2025



Approved as to Form this  
11<sup>th</sup> day of June, 2004.  
By: James Schwartz  
Assistant Attorney General  
State of Washington

Revised as to Form this



11<sup>th</sup> day of March, 2008  
Roger Braden, Assistant Attorney General

**Exhibit A**

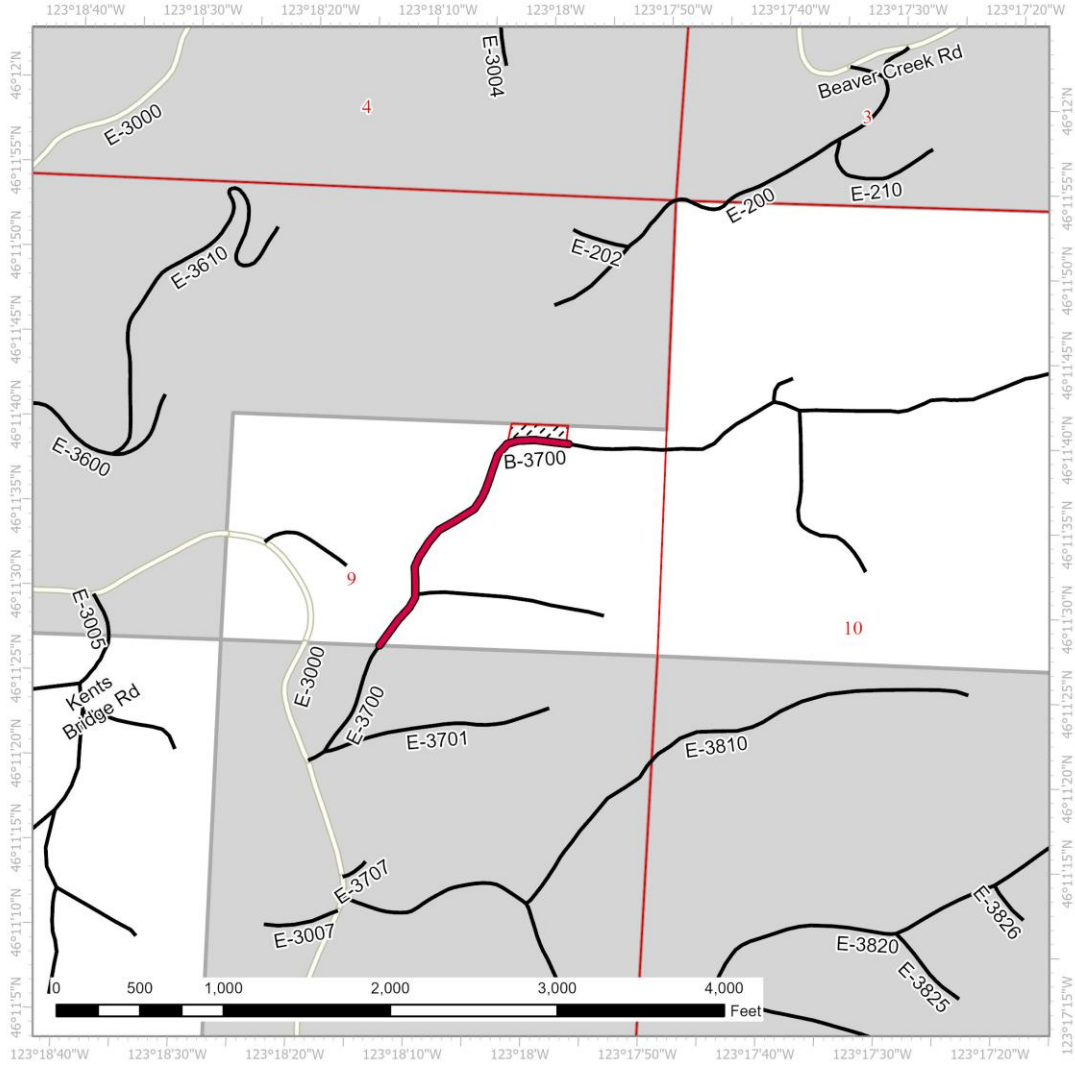
# Permit Premises

Exhibit A

Agreement Number 55-106580

TOWNSHIP(S): S09, S10, S04, S03 T08R05W  
TRUST(S): 03

REGION: PACIFIC CASCADE  
COUNTY(S): Wahkiakum County



Legend:

- DNR-Managed Lands
- Super Truckin Haul Route
- Super Truckin Landing Location



Prepared By: nhll490

Modification Date: nhll490 2/14/2024 11:39 AM

**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.