



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE
RFQ NO. 30-106665

PROJECT TITLE: LICKETY SPLIT SORTS

QUOTE DUE DATE: June 25, 2024 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: August 1, 2024 to December 31, 2024

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

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SECTION 1 INTRODUCTION

1.01 Project Summary

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

Defined in the Harvesting Services Contract. The selected harvester will be expected to access, cut, yard, load and haul logs from the LICKETY SPLIT 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 2375 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 August 1, 2024 to December 31, 2024. 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 and 6.
- And an OBT rate of \$14.00 per Ton for sort 7 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 \$10.00 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;

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

Where; $Q(\text{base})$ = 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

$$\begin{aligned}
 A \text{ miles} &= 100 \\
 \text{Fuel Index Factor} &= 1.000 \\
 \text{Mileage Rate} &= ((\$0.16 \times 10) + (\$0.11 \times 100)) \times (1.000) = \$12.60 \\
 \text{Contractor's hauling bid factor} &= 1.100
 \end{aligned}$$

$$\begin{aligned}
 \text{Hauling Services Payment Rate per Ton} \\
 &= (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor's hauling bid factor}) \\
 &= (\$2.35 + \$12.60) \times 1.100 \\
 &= \$16.45
 \end{aligned}$$

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

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

1.06 RFQ Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFQ Coordinator

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

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

2.02 Estimated Project Schedule

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

The DNR reserves the right to revise this schedule.

2.03 Pre-Quote Candidate Harvester Questions

Candidate Harvesters may mail or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until June 18, 2024 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 June 25, 2024.

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 June 25, 2024."

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.

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

2.07 Revisions to the RFQ

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

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

2.08 Most Favorable Terms

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

2.09 Costs to Propose

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

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.

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

3.02 SPECIAL REQUIREMENTS

The Exhibit G will be used for harvester road payment, which has the itemized road construction costs for individual roads. The Exhibit G will use DNR supplied road costs instead of bidder supplied road costs. Harvesters will be allowed to adjust the overall cost of the roads construction costs through the Harvester Road Bid Factor. The Exhibit G does not include Overhead and General Expense or Move-in costs. DNR does not reimburse for these items directly.

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

Harvest costs are to be bid by the MBF, Trucking Costs will be reimbursed by the Ton for all sorts.

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: LICKETY SPLIT SORTS

AGREEMENT NO: 30-106672 - 30-106678

AUCTION: July 25, 2024 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 and all downed timber greater than 60 inches diameter, bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging and property line marked with white "Timber Sale Boundary" tags, pink flagging and Carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-3000 road, E-3005 road and property line marked with white "Timber Sale Boundary" tags, pink flagging and Carsonite posts; meeting the specifications described below; on parts of Section 9 in Township 8 North, Range 5 West W.M., containing 42 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

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

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: November 30, 2024 ALLOCATION: Export Restricted

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

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



TIMBER NOTICE OF SALE

TIMBER EXCISE

TAX:

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

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per MBF for sorts 1, 2, 3, 4, 5 and 6 and \$14.00 per Ton for sort 7.

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

Base Rate = \$2.35 per ton

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

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

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.

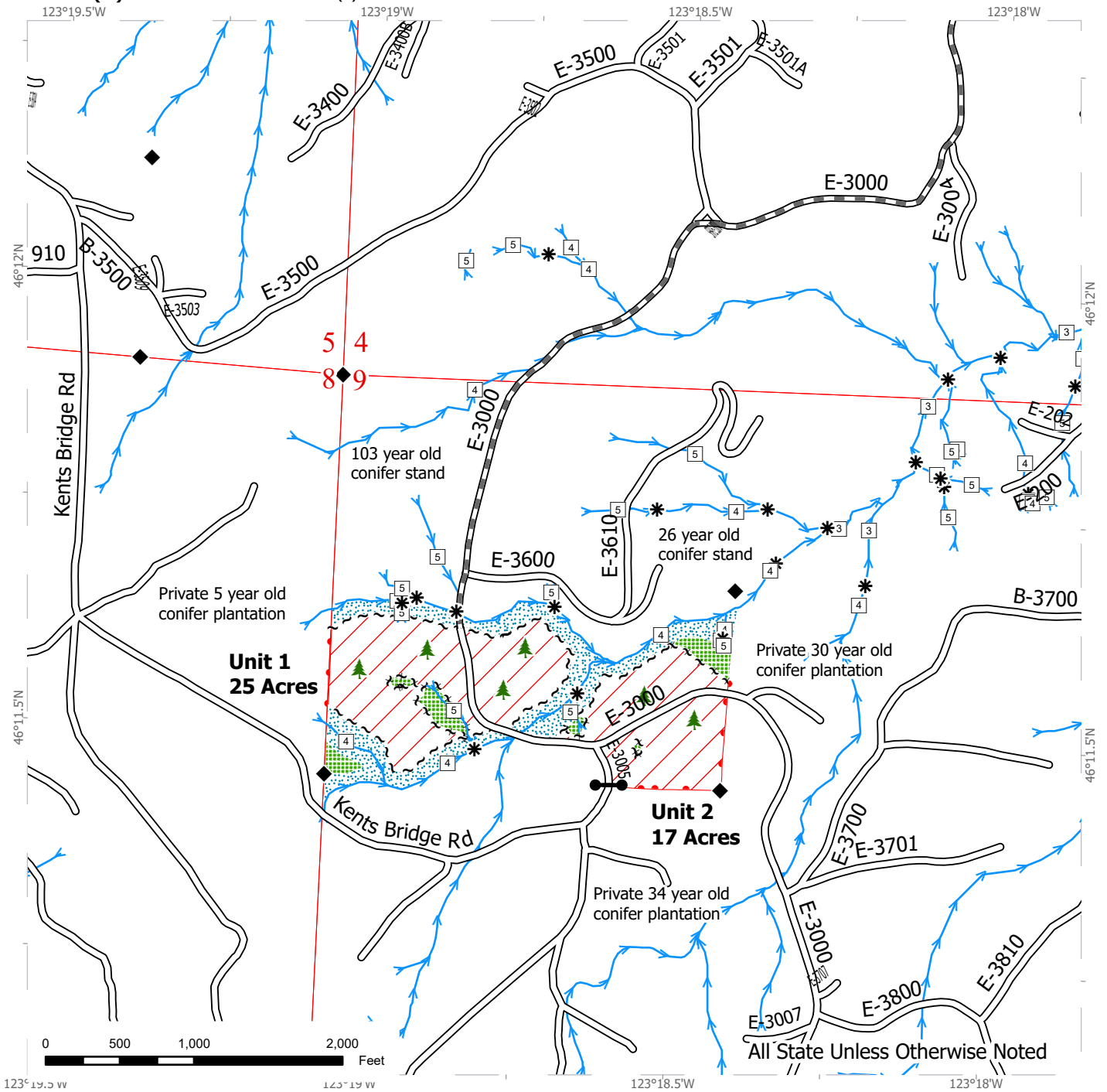
For more information regarding this log sort sale visit our web site:

<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)902-1741.

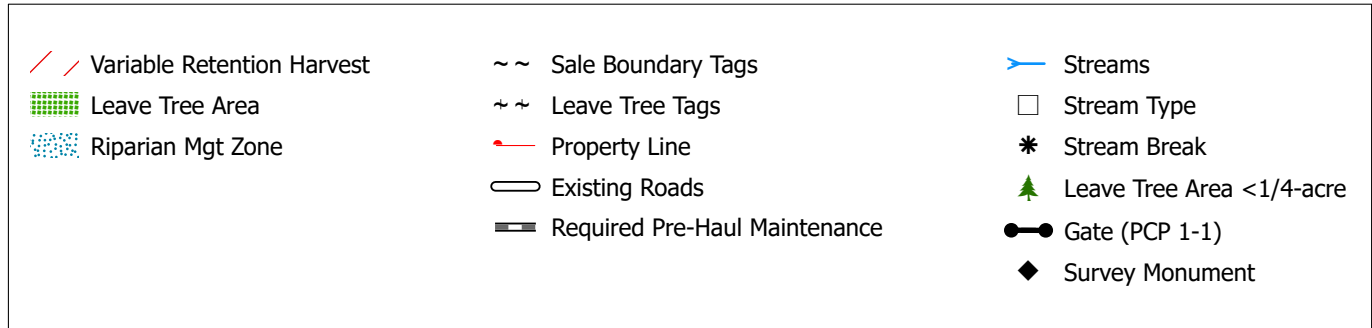
TIMBER SALE MAP

SALE NAME: LICKETY SPLIT SORTS
AGREEMENT #: 30-106665
TOWNSHIP(S): T8R5W
TRUST(S): State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Wahkiakum
ELEVATION RGE: 1240-1400



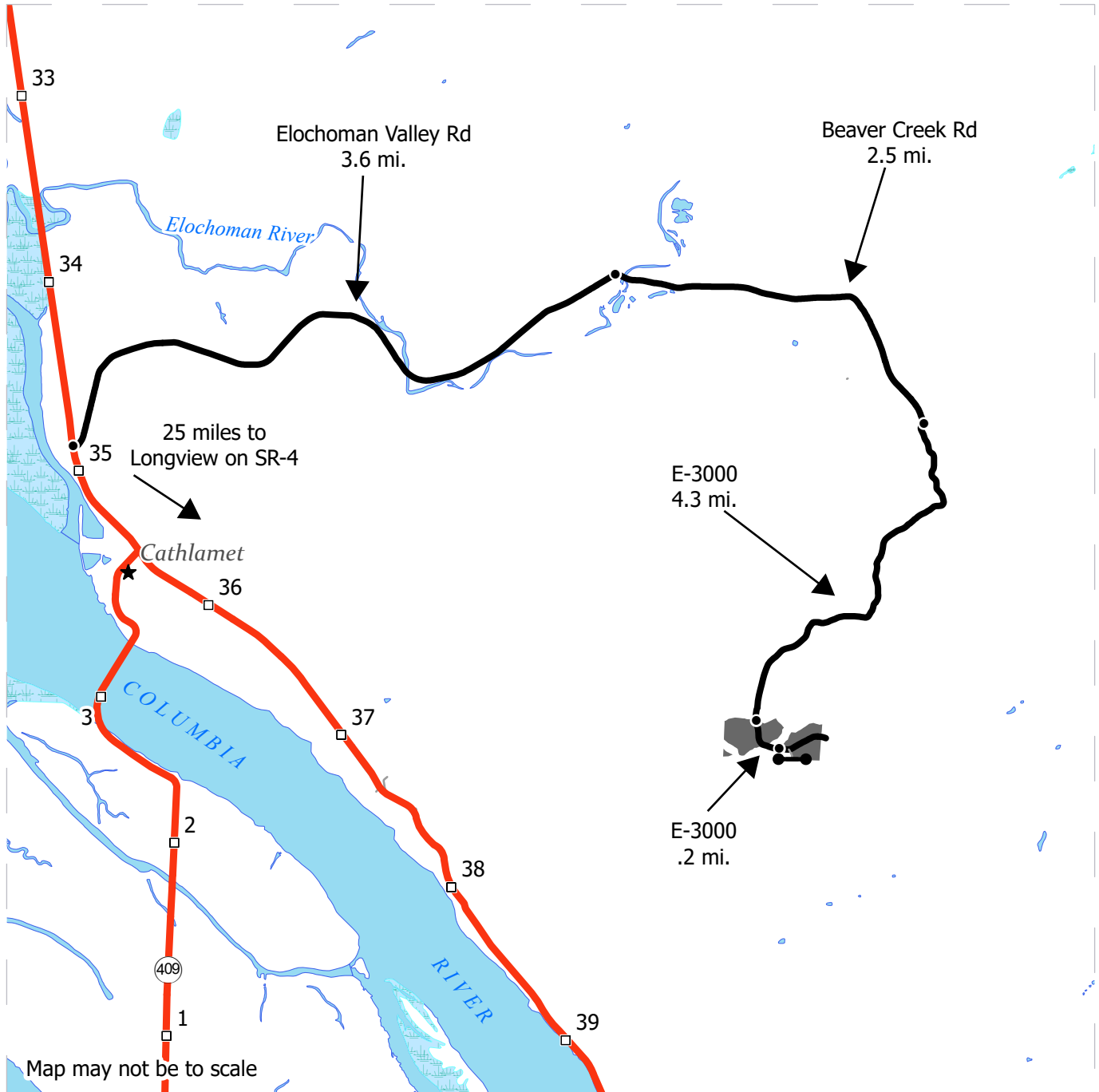
All State Unless Otherwise Noted











DRIVING MAP

SALE NAME: LICKETY SPLIT SORTS
AGREEMENT #: 30-106665
TOWNSHIP(S): T8R5W
TRUST(S): State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Wahkiakum
ELEVATION RGE: 1240-1400



-  Harvest Unit
-  Highway
-  Haul Route
-  Other Route
-  Milepost Marker
-  Distance Indicator
-  Gate (PCP 1-1)
-  Town (Corporate)

DRIVING DIRECTIONS:

From SR-4 (milepost 35), turn north on Elochoman Valley Road and continue for 3.6 miles. Turn right onto Beaver Creek Road. Stay on Beaver Creek Road for 2.5 miles and turn right onto the E-3000. Continue on the E-3000 for 4.3 miles. Unit 1 will be on both sides of the road. Continue on the E-3000 for .2 miles and Unit 2 will be on both sides of the road.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-0106665

SALE NAME: LICKETY SPLIT SORTS

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

Section G: General Terms

G-001.1 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

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

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

G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, All delivered logs, except leave trees marked with blue paint, trees bound with yellow "Leave Tree Area" tags, all down timber existing 5 years prior to the day of sale and all downed timber greater than 60 inches diameter, bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging and property line marked with white "Timber Sale Boundary" tags, pink flagging and Carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-3000 road, E-3005 road and property line marked with white "Timber Sale Boundary" tags, pink flagging and Carsonite posts; located on approximately 42 acres on part(s) of Section 9 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:

Agreement No.	Sort #	Species Diameter	Scaling Rule	Preferred Log Lengths	Destination	A Miles	C Miles
106672	1	DF 5"-19"	WS	TBD	TBD	TBD	10.6
106673	2	DF 20"+	WS	TBD	TBD	TBD	10.6
106674	3	WW 5"-11"	WS	TBD	TBD	TBD	10.6
106675	4	WW 12"+	WS	TBD	TBD	TBD	10.6
106676	5	RC 5"+	WS	TBD	TBD	TBD	10.6
106677	6	RA 5"+	WS	TBD	TBD	TBD	10.6
106678	7	Pulp 2"+	WS	TBD	TBD	TBD	10.6

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

“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 August 15, 2024 and completed by November 15, 2024. 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	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 August 1, 2024 and the expiration date of December 31, 2024.

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

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-3000 and E-3005. 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 and E-3005 roads, unless authority is granted in writing by the Contract Administrator.

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	MBF	\$0.00	\$10.00
7	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:

$$\text{Hauling Services Payment Rate per Ton} = (\text{Base Rate} + \text{Mileage Rate}) \times (\text{DATA MISSING: No data found.})$$

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'.)

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

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;

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

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.

MBF Sort(s)	MBF/Tons Conversion Factor
1	5.6
2	4.8
3,6	7
4	5.2
5	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 \$50,000.00 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, tracked skidder or 6 Wheeled Skidder Similar to Eco-Tracks™. 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-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by Harvester.
- B. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent.
- C. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent.
- D. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.
- E. 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, trees will be left where felled.

F. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.

G. 6 Wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 40 percent.

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:

A. No yarding will be permitted through or over areas identified to be potentially unstable on the FPA Slope Stability Form and all maps.

B. Any and all snags cut because of safety concerns cannot be removed and must remain where they were felled.

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 road.

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:

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

The State may treat failure to remove forest products left in the sale area that meet the above specifications as a breach of this contract. The Contractor shall be responsible

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

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

H-161.1 Excessive Timber Breakage

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

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

H-190 Completion of Settings

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

Section C: Construction and Maintenance

C-040.1 Road Plan

Road construction and associated work provisions of the Road Plan for this project, dated January 30, 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-3000 within Units 1 and 2, E-3000 between Units 1 and 2 and the E-3005 road 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. 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-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 loads total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load of mis-manufactured logs or \$300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

D-022.1 Damages for Failure to Begin Product Deliveries

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

D-023.1 Damages for Failure to Remove Forest Products

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

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

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

D-024.1 Damages for Excessive Timber Breakage

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

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

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

D-030.1 Inadequate Log Accountability

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

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

D-041.1 Reserve Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay

the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all 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**

Lickety Split Sorts
(Print Project Name)

30-106665
(Agreement No.)

(Print Company Name)

(Street Address)

(Business Telephone Number)

(City, State and Zip Code)

(email address)

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

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

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

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

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

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

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

To meet Hauling obligations, I bid:

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

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

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

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

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

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

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

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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)

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Statement of Available Resources and Work Plan

Attach additional pages if necessary.

1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.

2. Provide an estimated time-line indicating your expected rate of log deliveries to the state's designated log purchaser locations for this project.

3. Describe how you plan to complete any additional special work requirements identified in section 3.02 of the project's RFQ.

Exhibit G
Agreement Number: 30-106665
LICKETY SPLIT 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*
E-3000	Pre-Haul Maintenance	116.21	Required	\$35.00	per Station	\$4,067.35

Total Required Roads* \$4,067.35

Optional Roads

Roads or Structures	Type	Stations or Quantities	Work Completion Type	Bid Price per Unit	Unit	Bid Total Price*
						Total Optional Roads* \$0.00

Total Required Roads* \$4,067.35

Total Optional Roads* \$0.00

Total Roads \$4,067.35

*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.

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

Additional Payments in Excess of Road Plan Specifications P-033.1			
Item	Stations or Quantities	Unit Price	Total
18"CPP Installed	80 feet	\$50.00	\$4,000.00
2 1/2" Minus crushed rock, in place	50 Cubic Yards	\$35.00	\$1,750.00

PRE-CRUISE NARRATIVE

Sale Name: Lickety Split Sorts	Region: Pacific Cascade
Agreement #: 30-106665	District: St. Helens
Contact Forester: Marty Cozart Phone / Location: 360.669.3822	County(s): Wahkiakum
Alternate Contact: Luke Vining Phone / Location: 360.749.0675	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based Click here to enter text.	100%

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 9 T08R05W	01	39	12	2	0		25	Combination
2	Sec 9 T08R05W	01	24	5	2	0		17	Combination
TOTAL ACRES			63	17	4	0		42	

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 yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with blue paint.		226 Leave Trees (25 marked with blue paint)
2	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging. Clumped leave trees are		154 Leave Trees (24 marked with blue paint)

	marked with yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with blue paint.		
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OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	WH/DF 1,300 MBF	E-3000	Driving Map/Logging Plan Map
2	WH/DF 900 MBF	E-3000, E-3005	Driving Map/Logging Plan Map
TOTAL MBF	2,200 MBF		

REMARKS:

According to our DNR managed lands layer on GIS, the southern and eastern lines of Unit 2 show the boundary of this sale over the property lines, however the boundary lines have been surveyed and are correctly marked on the ground and in the sale maps. Additionally, the western line of Unit 1, at this time is not currently surveyed or marked on the ground with flagging or tags. However, after using the section corner monument and field verification, the DNR managed lands layer on GIS is correct along this boundary of Unit 1 and the boundary line is correctly marked in the sale maps. In conclusion, the sale maps should correctly reflect the harvestable acres of these two units.

Prepared By: Marty Cozart	Title: NRS3	CC:
Date: 01/03/2024		

Timber Sale Cruise Report Lickety Split Sorts

Sale Name: LICKETY SPLIT SORTS

Sale Type: SORT

Region: PACIFIC CASC

District: ST.HELENS

Lead Cruiser: Blake Warnstadt

Other Cruisers:

Cruise Narrative:

Location: Lickety Split is located approximately 4 miles east of Cathlamet. It can be accessed by taking the Elochoman Valley RD to Beaver Creek RD and on to the E-3000. It is located 4.3 miles up the E-3000.

Cruise Design: Unit 1 was cruised using a 46.94 BAF sighted at 4.5 feet. Plots were cruised with a measure to count plot ratio of 1:1. Unit 2 was cruised using a 54.44 BAF sighted at 4.5 feet with a measure to count plot ratio of 2:1. Conifers were cruised to 40 foot preferred log lengths and hardwoods were cruised to 30 foot preferred log lengths. Boles were cruised to 40% of the diameter at 16 feet or 5".

Timber Quality: Both stands in this sale are WH dominant with a small amount of DF, SF, RC and RA. They also both contain an estimated acre of younger timber consisting of WH and DF. There is a fairly high stem count here with trees averaging 9" diameter at 4.5 feet. The majority of this sale the WH has an average DBH of over 20" with good form and is pretty clean. The most common defect observed was spike knots and a small amount of old bear damage. DF on this sale has a 23.9" average DBH with a mix of regular domestic sorts, high quality B, SM and 3P. The SF here is mostly large and clean with a 35.4" average DBH. The RA has an average diameter of 13.9" and looks good. The RC on this sale is mostly in Unit 1. RC has an average diameter of 32" and is pretty clean and solid. Both stands have a couple small openings and some old storm damage. I observed no root disease and minimal insect damage. There was a conk growing in old bear damage on a live WH in unit 1.

Logging and Stand Conditions: This sale is gently sloped and will be harvested using 100% ground based logging methods.

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	19.6			2,164			1,701	369	81	12
DF	23.9	7.6		156	11	23	106	10	6	
RC	32.0			24				24		
SF	35.4			23			21	1		
RA	13.9			8			4		4	
ALL	20.0	7.6		2,375	11	23	1,832	405	91	12

Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	16,313			11,814	3,522	854	124
DF	1,032	57	176	662	95	42	
RC	168				168		
SF	131			118	13		
RA	74			28		46	
ALL	17,719	57	176	12,622	3,798	942	124

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 (%)
279.5	4.0	202.2	2.4	56,540	4.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
LICKETY SPLIT SORTS U1	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	25.0	26.8	27	15	0
LICKETY SPLIT SORTS U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	17.0	15.9	14	9	0
All		42.0	42.7	41	24	0

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	17.4	40	1,650	1,514	8.2	401.8	63.6
DF	LIVE	2 SAW	HQ-B	18.7	40	1,061	1,002	5.5	260.1	42.1
DF	LIVE	3 PEELER	Domestic	30.1	40	269	269	0.0	57.4	11.3
DF	LIVE	3 SAW	Domestic	9.6	32	248	239	3.9	94.9	10.0
DF	LIVE	4 SAW	Domestic	5.2	35	148	141	4.7	41.9	5.9
DF	LIVE	SPECIAL MILL	HQ-A	19.1	40	554	554	0.0	176.2	23.3
RA	LIVE	2 SAW	Domestic	12.2	30	97	83	13.6	28.1	3.5
RA	LIVE	4 SAW	Domestic	6.5	26	122	105	14.0	46.4	4.4
RC	LIVE	3 SAW	Domestic	14.8	40	601	568	5.6	167.5	23.8
SF	LIVE	2 SAW	Domestic	22.2	40	528	507	4.1	118.3	21.3
SF	LIVE	3 SAW	Domestic	11.6	27	37	35	3.8	13.1	1.5
WH	LIVE	2 SAW	Domestic	16.4	40	42,075	40,506	3.7	11,813.6	1,701.2

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	9.2	37	9,246	8,794	4.9	3,522.2	369.4
WH	LIVE	4 SAW	Domestic	6.0	27	2,016	1,928	4.4	853.7	81.0
WH	LIVE	CULL	Cull	5.9	4	119	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	6.9	13	296	294	0.6	123.8	12.4

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	5.2	34	141	4.7	41.9	5.9
DF	8 - 11	LIVE	Domestic	9.6	33	239	3.9	94.9	10.0
DF	12 - 15	LIVE	HQ-A	12.2	40	84	0.0	63.9	3.5
DF	12 - 15	LIVE	HQ-B	12.2	40	100	2.6	34.0	4.2
DF	12 - 15	LIVE	Domestic	14.9	40	361	5.0	103.6	15.2
DF	16 - 19	LIVE	Domestic	16.6	40	513	5.4	135.4	21.5
DF	20+	LIVE	HQ-A	21.6	40	470	0.0	112.3	19.8
DF	20+	LIVE	HQ-B	22.7	40	902	5.8	226.2	37.9
DF	20+	LIVE	Domestic	22.8	40	909	8.7	220.2	38.2
RA	5 - 7	LIVE	Domestic	5.2	23	42	13.5	19.0	1.8
RA	8 - 11	LIVE	Domestic	8.4	30	63	14.3	27.4	2.7
RA	12 - 15	LIVE	Domestic	12.2	30	83	13.6	28.1	3.5
RC	5 - 7	LIVE	Domestic	7.5	40	26	0.0	11.7	1.1
RC	8 - 11	LIVE	Domestic	11.0	39	43	7.7	19.5	1.8
RC	12 - 15	LIVE	Domestic	15.2	40	136	9.3	40.8	5.7
RC	20+	LIVE	Domestic	24.1	40	363	4.2	95.6	15.2
SF	8 - 11	LIVE	Domestic	11.1	22	15	0.0	4.9	0.6
SF	12 - 15	LIVE	Domestic	12.2	32	20	6.4	8.2	0.9
SF	16 - 19	LIVE	Domestic	17.0	40	72	5.0	19.2	3.0
SF	20+	LIVE	Domestic	24.1	40	435	4.0	99.1	18.3
WH	5 - 7	LIVE	Cull	5.6	4	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.2	31	3,340	3.2	1,443.3	140.3
WH	5 - 7	LIVE	Pulp	6.2	13	187	0.0	71.0	7.8
WH	8 - 11	LIVE	Pulp	8.8	14	108	1.5	52.9	4.5
WH	8 - 11	LIVE	Cull	8.9	3	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.8	35	7,114	5.4	2,828.4	298.8
WH	12 - 15	LIVE	Domestic	13.8	40	13,101	3.5	4,258.0	550.3
WH	16 - 19	LIVE	Domestic	17.8	40	17,237	3.3	4,876.2	724.0
WH	20+	LIVE	Domestic	22.4	40	10,435	4.9	2,783.6	438.3

Cruise Unit Report LICKETY SPLIT SORTS U1

Unit Sale Notice Volume (MBF): LICKETY SPLIT SORTS U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	19.2			1,191		912	220	53	5
DF	20.0	8.0		101	20	70	6	5	
RC	32.0			24			24		
SF	35.4			23		21	1		
RA	13.9			8		4		4	
ALL	19.5	8.0		1,346	20	1,007	251	63	5

Unit Cruise Design: LICKETY SPLIT SORTS U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	25.0	26.8	27	15	0

Unit Cruise Summary: LICKETY SPLIT SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	73	137	5.1	0
DF	11	11	0.4	2
RC	4	4	0.1	0
SF	2	2	0.1	0
RA	2	2	0.1	0
ALL	92	156	5.8	2

Unit Cruise Statistics: LICKETY SPLIT 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	238.2	32.3	6.2	200.0	30.0	3.5	47,640	44.1	7.1
DF	19.1	183.4	35.3	211.1	24.7	7.5	4,037	185.1	36.1
RC	7.0	406.0	78.1	137.1	3.0	1.5	954	406.0	78.2
SF	3.5	360.3	69.3	261.9	13.9	9.8	911	360.6	70.0
RA	3.5	519.6	100.0	91.2	11.1	7.8	317	519.7	100.3
ALL	271.2	24.2	4.6	198.6	30.7	3.2	53,859	39.0	5.6

Unit Summary: LICKETY SPLIT SORTS U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	20.0	67	100	4,280	4,037	5.7	8.8	19.1	4.3	100.9
RA	LIVE	CUT	2	ALL	13.9	55	71	368	317	13.8	3.3	3.5	0.9	7.9
RC	LIVE	CUT	4	ALL	32.0	82	104	1,010	954	5.6	1.2	7.0	1.2	23.8
SF	LIVE	CUT	2	ALL	35.4	110	141	950	911	4.1	0.5	3.5	0.6	22.8
WH	LIVE	CUT	73	ALL	18.1	74	97	49,724	47,640	4.2	133.3	238.2	56.0	1,191.0
ALL	LIVE	CUT	92	ALL	18.4	73	97	56,331	53,859	4.4	147.1	271.2	63.0	1,346.5
ALL	ALL	ALL	92	ALL	18.4	73	97	56,331	53,859	4.4	147.1	271.2	63.0	1,346.5

Cruise Unit Report LICKETY SPLIT SORTS U2

Unit Sale Notice Volume (MBF): LICKETY SPLIT SORTS U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	20.1			973			789	149	28	7
DF	31.1	7.0		55	11	4	36	4	1	
ALL	20.6	7.0		1,028	11	4	825	153	28	7

Unit Cruise Design: LICKETY SPLIT SORTS U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	17.0	15.9	14	9	0

Unit Cruise Summary: LICKETY SPLIT SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	46	71	5.1	0
DF	4	4	0.3	1
ALL	50	75	5.4	1

Unit Cruise Statistics: LICKETY SPLIT 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	276.1	29.4	7.9	207.3	23.3	3.4	57,231	37.5	8.6
DF	15.6	164.1	43.9	209.1	41.3	20.6	3,252	169.2	48.5
ALL	291.6	27.0	7.2	207.4	24.6	3.5	60,482	36.5	8.0

Unit Summary: LICKETY SPLIT SORTS U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	31.1	115	148	3,413	3,252	4.7	2.9	15.6	2.8	55.3
WH	LIVE	CUT	46	ALL	18.3	84	109	59,675	57,231	4.1	151.2	276.1	64.5	972.9
ALL	LIVE	CUT	50	ALL	18.6	85	110	63,088	60,482	4.1	154.1	291.6	67.3	1,028.2
ALL	ALL	ALL	50	ALL	18.6	85	110	63,088	60,482	4.1	154.1	291.6	67.3	1,028.2



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2942353

Effective Date: 4/16/2024

Expiration Date: 4/16/2027

Shut Down Zone: 651S ; .

EARR Tax Credit: Eligible Non-eligible

Reference: Lickety Split Sorts

30-106665

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: 4/16/2024

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: *[Signature]* Date: 4/16/2024

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See RCW 76.09.205. The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Pacific Cascade Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504	<u>Physical Address</u> 601 Bond Rd Castle Rock WA 98611
<u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Mailing Address</u> Post Office Box 280 Castle Rock, WA 98611-0280

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.wa.gov>

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Declaration of Mailing

I, _____ caused the Notice of Decision for FPA/N No. to be placed in the United States mail at Castle Rock, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

(Date)

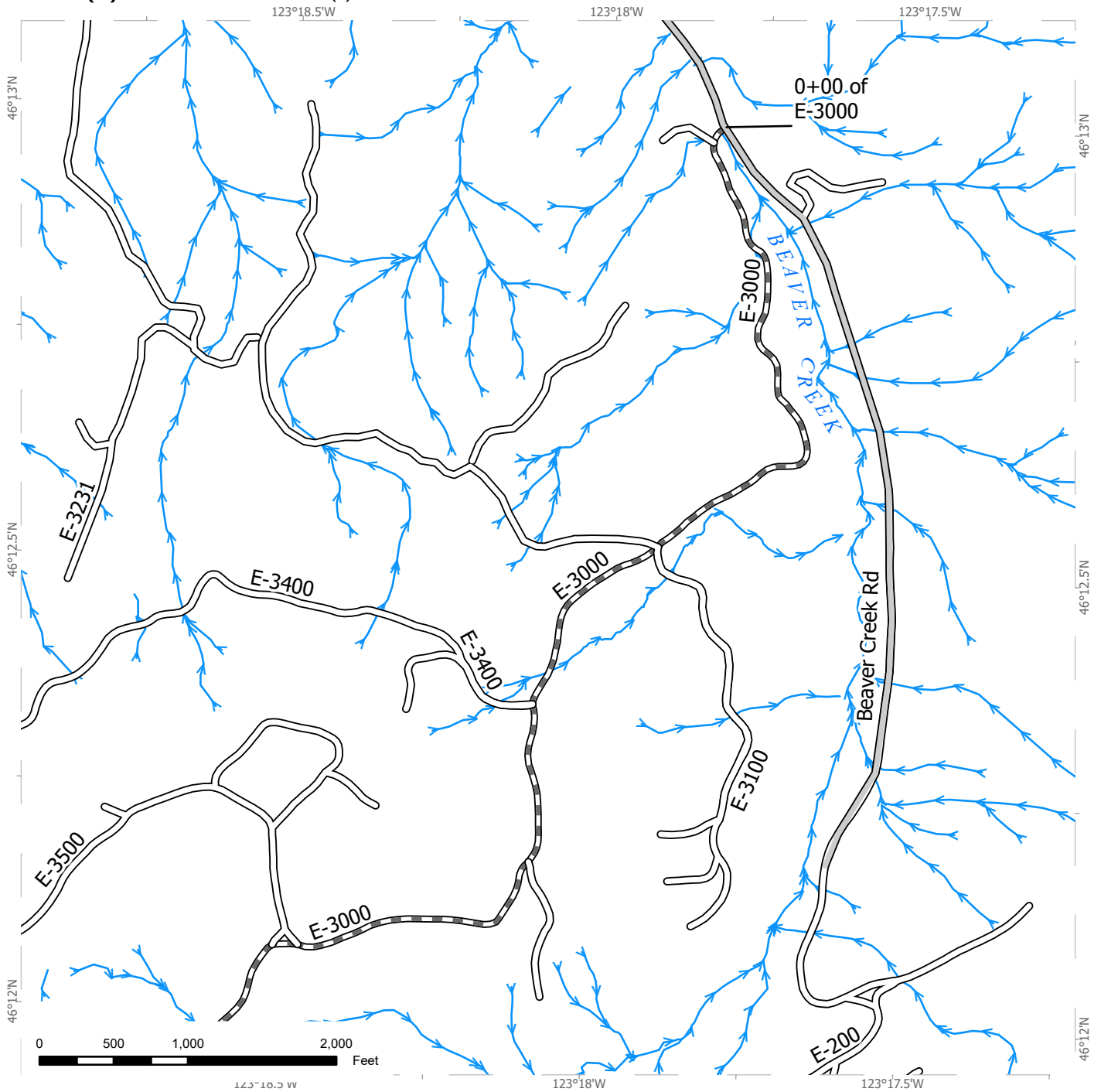
Castle Rock, WA
(City & State where signed)






(Signature)

ROAD PLAN MAP

SALE NAME: LICKETY SPLIT SORTS
AGREEMENT #: 30-106665
TOWNSHIP(S): T8R5W
TRUST(S): State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Wahkiakum
ELEVATION RGE: 1240-1400



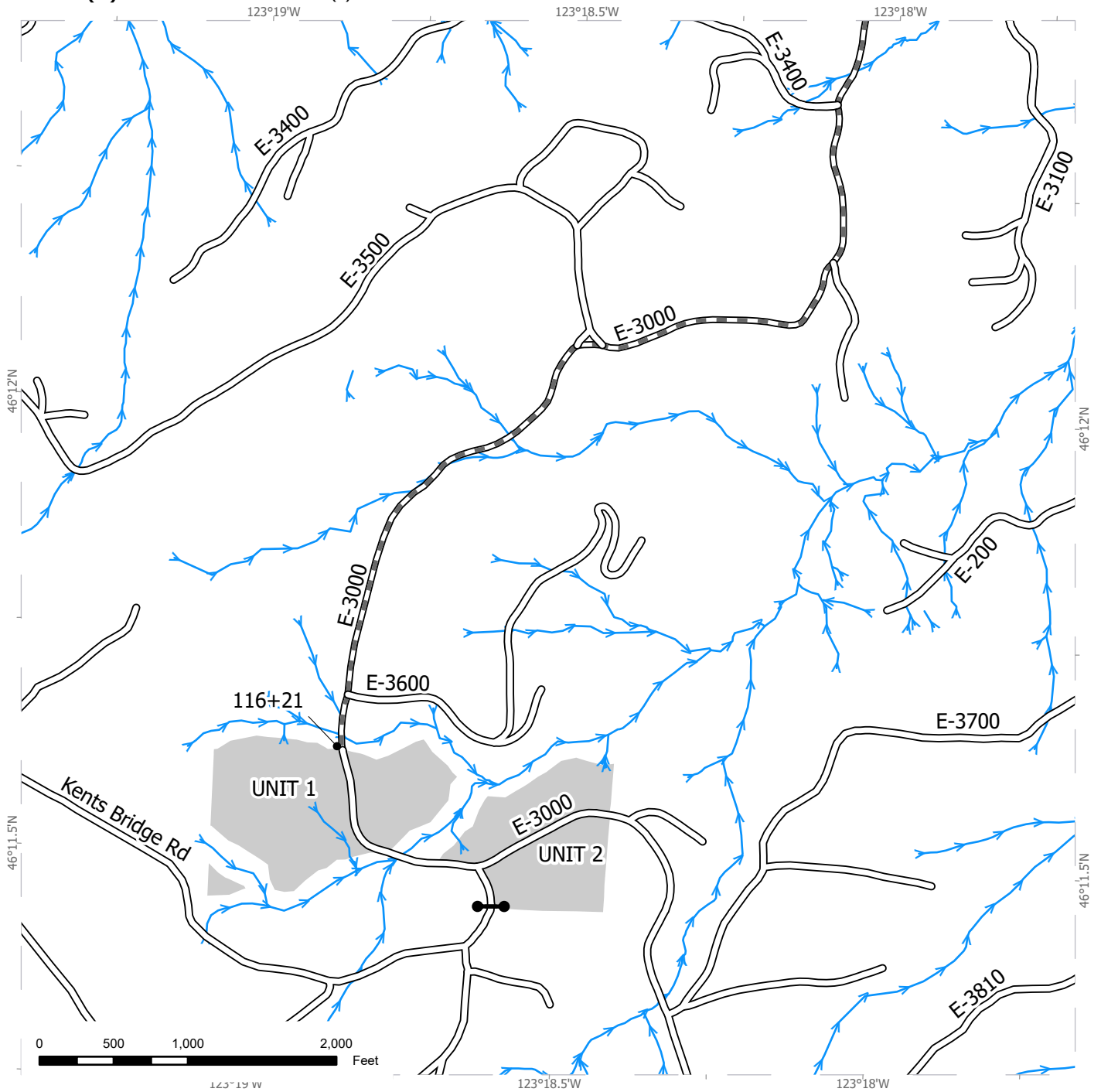
-  County Road
-  Existing Roads
-  Required Pre-Haul Maintenance
-  Streams



ROAD PLAN MAP

SALE NAME: LICKETY SPLIT SORTS
AGREEMENT #: 30-106665
TOWNSHIP(S): T8R5W
TRUST(S): State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Wahkiakum
ELEVATION RGE: 1240-1400



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



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LICKETY SPLIT SORTS TIMBER SALE ROAD PLAN
WAHKIAKUM COUNTY
ST HELENS DISTRICT
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-106665

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-3000	0+00 to 116+21	Pre-Haul

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-3000	0+00 to 116+21	Grade existing road surface, rip potholes, shape to crown in accordance with the TYPICAL SECTION SHEET, compact

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:

- Orange paint or orange flagging for pre-haul maintenance.

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-27 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 one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset 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

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 pit 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 Contract 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 road(s) in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following 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-3000	0+00 to 116+21	Grade, rip potholes, shape to crown as shown on the TYPICAL SECTION SHEET

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

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.

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.

SECTION 4 – EXCAVATION

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

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.

4-55 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.

4-63 EXISTING SURFACE COMPACTION

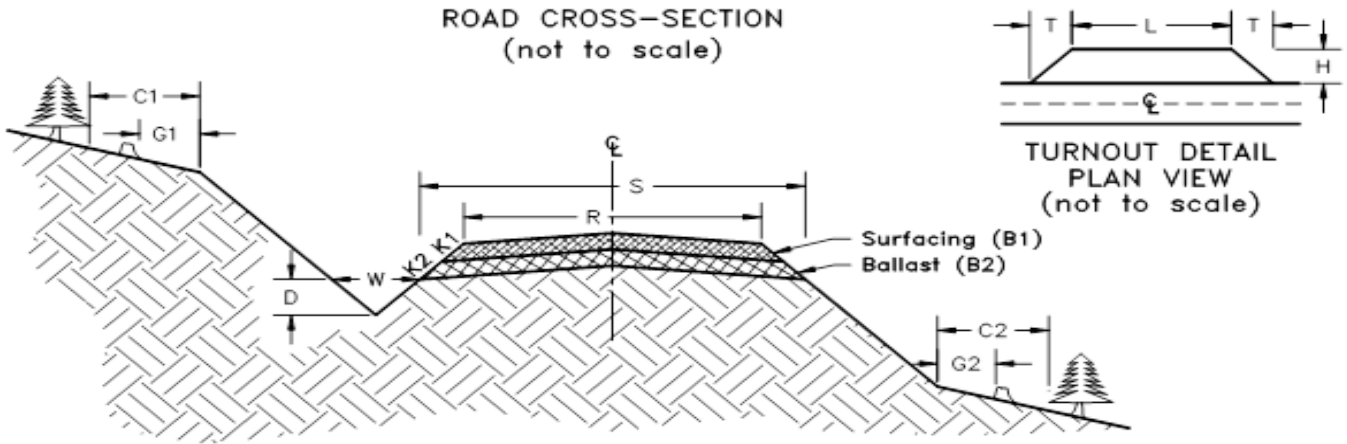
Contractor shall compact maintained road surfaces in accordance with the COMPACTION LIST by routing equipment over the entire width.

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

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-3000	0+00	116+21	A	-	14	3	1	4	-	-	-	-

COMPACTION LIST

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

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

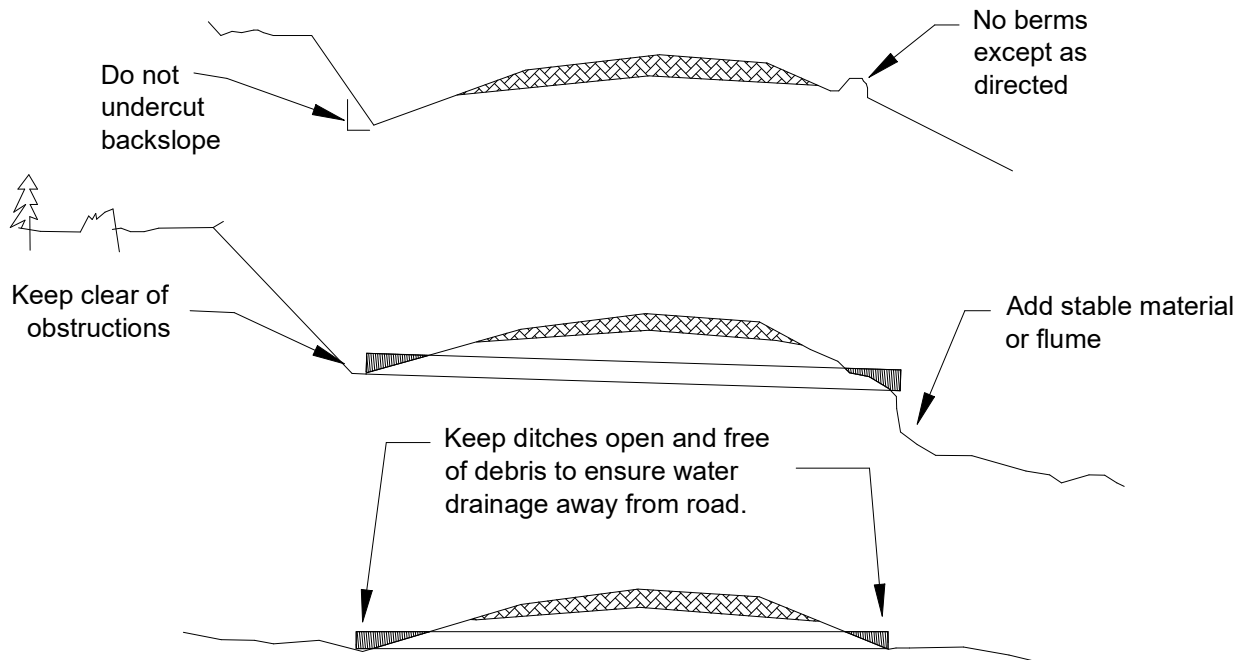
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



SUMMARY Road Development Estimate
 REGION Pacific Cascade
 DISTRICT St Helens

SALE/PROJECT NAME Lickety Split Sorts

AGREEMENT NO. 30-106665

ROAD NAME	E-3000		
ROAD STANDARD	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS	0.00	0.00	116.21
CLEARING & GRUBBING	\$ -	\$ -	\$ -
EXCAVATION AND FILL	\$ -	\$ -	\$ -
MISC. MAINTENANCE	\$ -	\$ -	\$ 3,768
ROAD ROCK	Optional	\$ -	\$ -
	Required	\$ -	\$ -
	Total	\$ -	\$ -
ROCK STOCKPILE PROD	\$ -	\$ -	\$ -
CULVERTS AND FLUMES	\$ -	\$ -	\$ -
STRUCTURES	\$ -	\$ -	\$ -
MOBILIZATION	\$ -	\$ -	\$ 1,500
TOTAL COSTS	\$ -	\$ -	\$ 5,268
COST PER STATION	\$ -	\$ -	\$ 45
ROAD DEACTIVATION & ABANDONMENT COSTS	\$ -	\$ -	\$ -

TOTAL (All Roads)	\$5,268
TOTAL (Minus Optional Rock)	\$5,268
SALE VOLUME MBF	2375
TOTAL \$/MBF	\$ 2.22
TOTAL \$/MBF (Minus Optional Rock)	\$ 2.22

ESTIMATED BY Chace Johanson

MOBILIZATION

SALE/PROJECT NAME Lickety Split Sorts

CONTRACT # 30-106665

PRE-HAUL/CONSTRUCTION EQUIPMENT

MOBILIZATION

Grader \$ 1,000 each x 1 \$ 1,000

Roller \$ 500 each x 1 \$ 500

MOBILIZATION TOTAL \$ 1,500

SUMMARY OF ROAD

SALE/PROJECT NAME Lickety Split Sorts

CONTRACT # 30-106665

ROAD NAME E-3000

Required pre-haul maintenance (stations) 116+21

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE

Maintenance grading	\$	18.03	per station x	116.21	\$	2,095
Maintenance rolling	\$	14.39	per station x	116.21	\$	1,673

TOTAL ROAD COST \$ 3,768



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

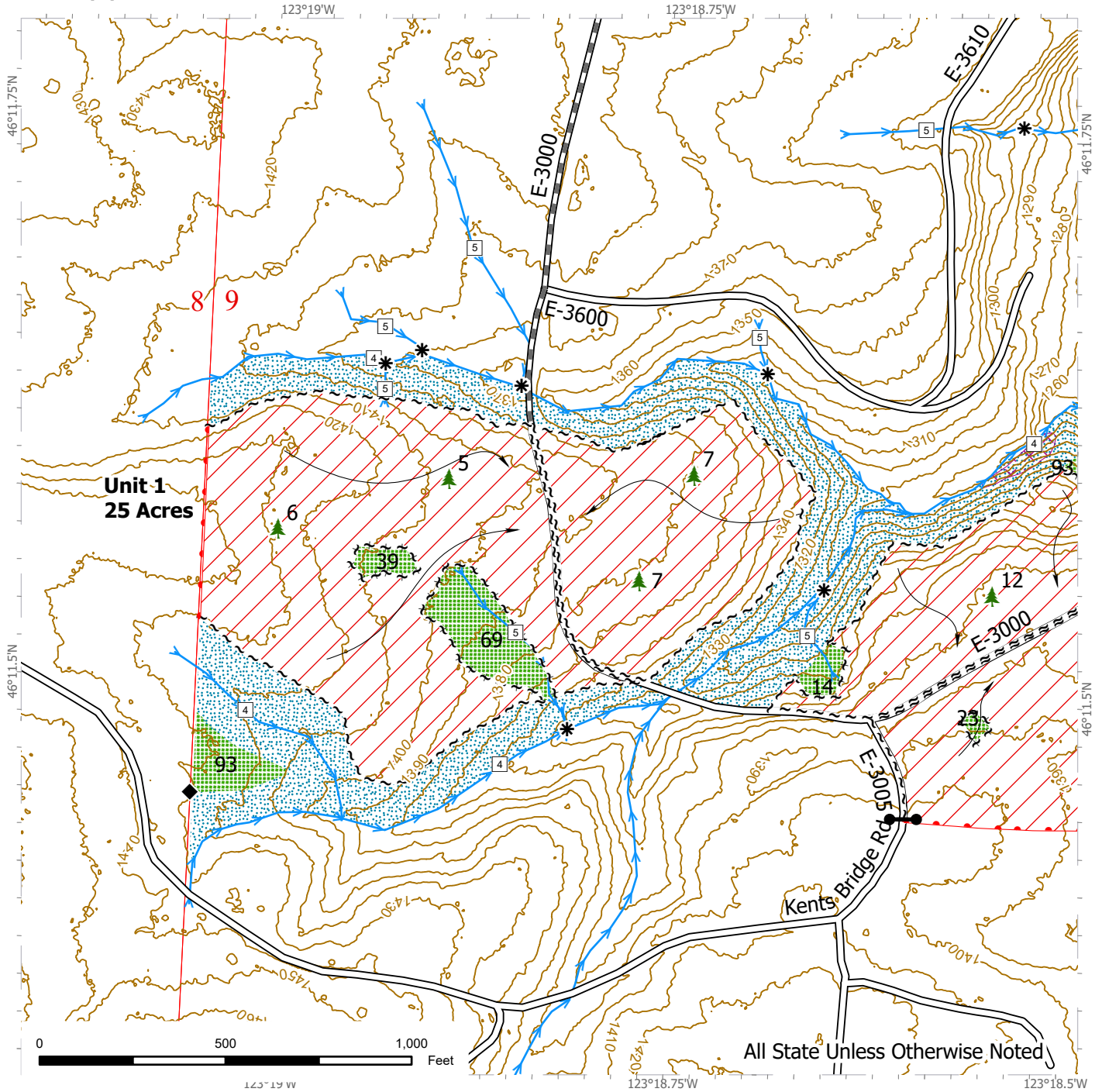
Temporary Reconstruction: **linear feet**
Roads to be reconstructed (optional and required) and then abandoned

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: LICKETY SPLIT SORTS
AGREEMENT #: 30-106665
TOWNSHIP(S): T8R5W
TRUST(S): State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Wahkiakum
ELEVATION RGE: 1240-1400



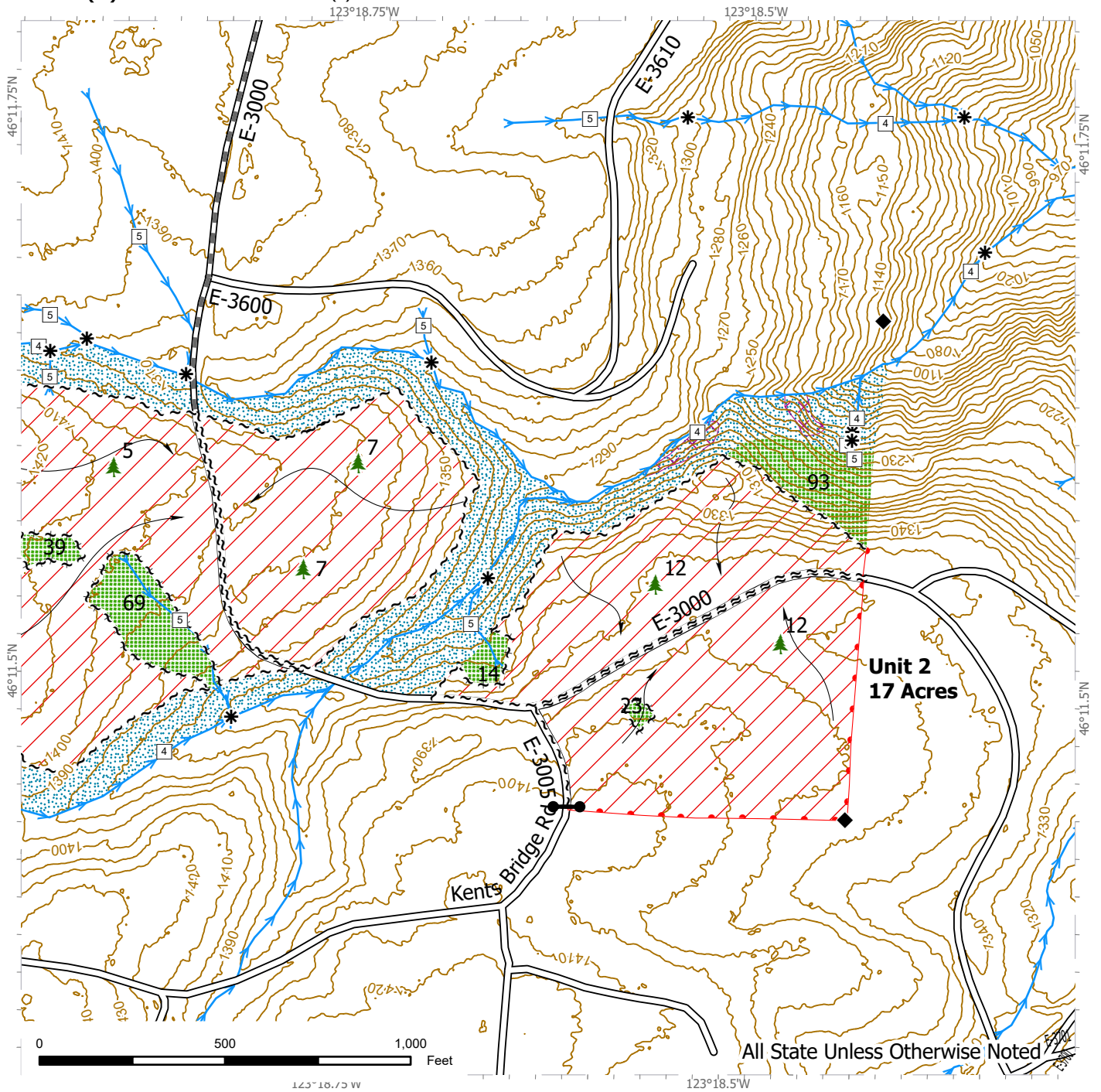
Leave Tree Area	Sale Boundary Tags	Streams
Riparian Mgt Zone	Leave Tree Tags	Stream Type
Potentially Unstable Slopes	Property Line	Stream Break
Variable Retention Harvest	Existing Roads	Leave Tree Area <1/4-acre
Ground	Required Pre-Haul Maintenance	Gate (PCP 1-1)
	Contours	Survey Monument



LOGGING PLAN MAP

SALE NAME: LICKETY SPLIT SORTS
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Leave Tree Area	Sale Boundary Tags	Streams
Riparian Mgt Zone	Leave Tree Tags	Stream Type
Potentially Unstable Slopes	Property Line	Stream Break
Variable Retention Harvest	Existing Roads	Leave Tree Area <1/4-acre
Ground	Required Pre-Haul Maintenance	Gate (PCP 1-1)
	Contours	Survey Monument

**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.