



REQUEST FOR PROPOSALS (RFP):

RFP 123-499 Fisk Property Health Thinning Harvesting

BRIEF DESCRIPTION: The Washington State Parks and Recreation Commission (WSPRC) is seeking bids from contract harvesters, logging firms, operators of logging equipment, or any firms, business, or individuals to thin trees on approximately 272 acres on the Fisk Property located in Spokane County, Washington.

FPA: # 3025422

COUNTY: Spokane

BID CLOSING DATE: Tuesday, April 11, 2023, by 1:00PM, Pacific local time.

ELECTRONIC BID RESPONSES ONLY: Bid responses will only be accepted electronically via Email/Email Attachment to BidBox@parks.wa.gov. (PDF scan encouraged). See Section 4.1 – Submission of Responses for expanded details.

• See also §4 Responses – Preparation and Submission requirements	• See also §3.1 CHECKLIST of mandatory submittals
• See also §4.1 Submission of Responses	•

Procurement Coordinator: Manuel Iglesias, ContractsAndProcurement@parks.wa.gov

Email Inquiries to: ContractsAndProcurement@parks.wa.gov

- See also (special instructions) §1.4, §1.5, §1.6

Bidders are responsible for properly registering in the Washington's Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. Copies of this solicitation may be made available to bidders by other means and may be used at the bidders discretion. Notification of any RFP addenda, amendments or Bidders' questions-&-answers will only be provided to those bidders who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

It is each Bidder' responsibility to fully read and understand all provisions of this RFP. If a Bidder does not fully understand any portion of this RFP, the Bidder should contact the Procurement Coordinator.

It is the responsibility of each Bidder to carefully read, understand, and follow all of the instructions contained in this RFP and all amendments hereto.

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1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

RCW 79A.05.225 authorizes the Washington State Parks and Recreation Commission (WSPRC) to manage timber and land under its jurisdiction to maintain and enhance aesthetic and recreational values.

Under the authority of RCW 79A.05.225 State Parks may directly negotiate and enter into agreements. While competition is not required it is also not prohibited and WSPRC is choosing to perform a competition to help determine which service provider (a.k.a. Contractor) is in the best interest of WSPRC.

1.2 INTRODUCTION

The purpose of this Request for Proposals is to procure the services of a qualified harvesters, logging firms, operators of logging equipment or any firms, businesses, or individuals to perform forest health thinning work on 272 acres at Fisk Property State Park. The site is located on N South Bank Road in west Spokane County along the Spokane River. From HWY 291 & W Charles Road, continue west on W Charles Road for 5.0 miles. Turn right (north) onto N South Bank Road and continue for 8.0 miles to the property.

To the extent reasonable, WSPRC intends to include qualified firms with expertise in the category of work that are certified diverse businesses. Diverse businesses are defined as; small business, microbusiness, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010.

All submitting firms are encouraged to register in Washington's Electronic Business Solution Application (WEBS) at:

<http://www.des.wa.gov/services/ContractingPurchasing/Business/BidOpportunities/Pages/bidNotification.aspx>. WEBS is the system of record for this competition.

1.3 BACKGROUND INFORMATION

This RFP seeks bids from contract harvesters, logging firms, operators of logging equipment, or any firms, business, or individuals to thin trees. Solicitations will be accepted and considered from all bidders capable of meeting the sale requirements using ground-based conventional logging methods.

1.4 COMMUNICATION REGARDING THIS COMPETITION

All communication should be directed to the WSPRC Contracts, Grants, and Procurement Office (CGP), specifically the Procurement Coordinator using the email address both of which are listed on the face page.

Only responses posted on Washington Electronic Business Solutions (WEBS) are deemed official. All other communication whether it be verbal or in writing are deemed unofficial and nonbinding.

Special Communication Instructions: Some sections in this competition contain additional communication instructions. Bidder's failing to communicate as instructed may result in the communication being missed or misunderstood, and not considered.

1.5 QUESTION AND ANSWER PERIOD:

- Bidders may ask questions at any time, however, the WSPRC needs time to formulate a response and post the response on WEBS. Responses to questions must occur well before the bid’s due date deadline so that Bidders can digest the information and author a bid response.
- Final day for questions that may receive a formal answer response via WEBS is: See Section 1.7 – Procurement Schedule
- Send Questions to: ContractsAndProcurement@PARKS.WA.GOV.
- Subject line must include the bids identification number and “Question.” See the first page or footer for the bid’s identification number.

Example email subject line: **123-499 Question**

- Responses, if any, will be posted on WEBS (State of Washington’s bid notification system).
- SPECIAL NOTE: Only responses posted on WEBS are deemed official. All other communication whether it be verbal or in writing are deemed unofficial and nonbinding.

1.6 PROCUREMENT SCHEDULE:

Bidders must adhere to the following schedule of activities. All times and dates are to be deemed final, unless officially amended by a written amendment posted in WEBS. WSPRC requires strict adherence to this schedule:

Activity	Due Dates	Time
Bidder’s Response – Deadline	04/11/2023 See also: Section 4 - Responses - Preparation and Submission Requirements. See also Section 3.1 CHECKLIST OF REQUIRED MATERIALS	1:00PM
Announcement of Apparent Successful Bidder (ASB)	After the Bid’s due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 6.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 6.3 – Debriefing of Bidders	
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 6.4 - Protests	

2 ABOUT THE PROJECT

2.1 SALE AREA DESCRIPTION AND PRODUCTS SOLD

- Sale Location: From HWY 291 & W Charles Road, continue west on W Charles Road for 5.0 miles. Turn right (north) onto N South Bank Road and continue for 8.0 miles to the property. Unit boundaries are marked with pink flagging.
- Legal: Section 14 & 23, T27N R40E
- Sale Type: Contract Harvest
- Elevation: 1,720' – 1,980'
- Terrain: Mostly flat with some short and steep slopes
- Slopes: Steepest slope within the sale is approximately 20%.
- Size: 272 acres
- Logging System: 100% ground-based harvest
- Management Type: Thin from below. Selective thinning focused on improving health and resiliency of stand.
- Volume: Approximately 424 MBF sawlogs , 1,134 tons of Chip & Saw 4.5"-6" dib, and 1000+ tons conifer 2"+ dib (pulplogs) 100% ponderosa pine.
- Roads: No new road construction. Areas within the existing park road system may need improvement to facilitate hauling and equipment use in wet conditions.
- Access: Sale area can be accessed via South Bank Road from the east. Do not attempt to access property from South Bank Road from the west.
- Water: No water bodies within treatment boundary.
- Forest Health: The harvest unit consists of overstocked, suppressed, and poor vigor ponderosa pine with intermixed old growth. The harvest unit contains 258 trees per acre on average and basal area of 159ft² per acre. Dwarf mistletoe, western pine beetle, and pine engraver beetle infected trees can be observed throughout the unit..
- Archeology: There are several significant archeological sites within the park. These sites have been excluded from the sale area.
- Aesthetics: Because sale is located within state park, aesthetics should be considered in daily operations. Separate contract for cleanup following harvest operations is anticipated.
- Public Concern: This park sees year-round use. Spring, fall, and winter generally see minimal use, mostly rock climbing and fishing. Summertime sees heavy daily use.
- Slash Abatement: Slash brought to landings must be consolidated into piles at the direction of the contract administrator. Post-harvest slash abatement activities may be a quotable item to be determined during logging operations. .

Prospective bidders are strongly advised to visit the sale area prior to bidding. Meetings/tours for potential contractors may be arranged by contacting Zach St Amand, Forest Health Forester at 509-863-6713 or zach.stamand@parks.wa.gov.

2.2 ESTIMATED LOG VOLUMES AND APPRAISED VALUE

Agreement #	Sort #	Species and Sort Specifications*	Estimated Volume		Tons Per MBF
			Mbf	Tons	
TBD	1	Ponderosa Pine 4.5-6 inch (DIB)		1,134	9.0
TBD	2	Ponderosa Pine 6+ (DIB)	429		
TBD	4	Conifer 2"+ DIB (Pulplogs)		1,000**	9.0

*Products are reported by size specifications and are not to be construed as log grades.

**Stems under 7-inch DBH were not cruised and the reported volume is estimated.

MBF = thousand board-feet Scribner volume, DIB = small end diameter inside bark.

Allocation: Export Restricted. Log sale purchasers must pay timber excise tax. For more information contact the Dept. of Revenue Forest Tax Section at 1-800-548-8829

Unit of measure: Sawlogs = MBF, Pulp = tons. Contract harvest bids shall be per unit measure (MBF or tons) for sawlogs and pulp separately. Log sale bids shall be camprun prices per unit measure (MBF or tons) for sawlogs by species and tonnage prices for pulp.

2.3 PAYMENT FOR WORK

WSPRC shall make payments to the Contractor for services required and approved including log hauling and roadwork calculated according to the terms in the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring, and paying for all subcontractor services provided.

Depending on the project bid structure defined in section 2.03 of this RFP, payment will be calculated using:

- The Contractor’s On Board Truck (OBT) bid rate per ton for logs harvested and delivered for all sorts 1, 2, 3, and 4.
- 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:

Hauling Services Payment Rate per Ton

$$= (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor’s hauling bid factor})$$

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 WSPRC 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(base) = Average fuel price for quarter preceding Quote due date.
Q(x) = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each:

1. January and apply to loads delivered between January 1 and March 31,
2. April and apply to loads delivered between April 1 and June 30,
3. July and apply to loads delivered between July 1 and September 30,
4. October and apply to loads delivered between October 1 and December 31.

Hauling Rate Example:

Base Rate = \$2.35
C miles = 10 A miles = 100
Fuel Index Factor = 1.000
Mileage Rate = (($\$0.16 \times 10$) + ($\0.11×100)) x (1.000) = \$12.60
Contractor's hauling bid factor = 1.100

Hauling Services Payment Rate per Ton

= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)
= ($\$2.35 + \12.60) x 1.100
= \$16.45

- For sorts bid on an MBF basis tonnage will be calculated using WSPRC's conversion rate unless actual tonnage is available and approved for use. For tonnage-based sorts, actual tonnage shall apply.
- With prior approval by WSPRC 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 WSPRC 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.

2.4 SPECIAL TERMS

Log 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. WSPRC reserves the right to determine where logs are authorized to be scaled and weighed.

Anticipated log delivery date of April 2023, to October 15, 2023.

No new road construction is needed. However, pre-haul and post-haul maintenance and improvement is needed in order to facilitate hauling and equipment use. Road maintenance and improvement is a biddable item and is described in the Road Plan (**Attachment C**). Required road work items are fixed to the stations listed in the table and the total should reflect total cost for completing all stations for that item, including materials. Potential harvesters are highly encouraged to assess the current road conditions within the park.

2.5 STATEMENT OF PURPOSE

The goals of this operation are to:

- A. Thin the stand from below to reduce the basal area by approximately 30-50% and concentrate the site growth potential on fewer healthy dominate/co-dominate trees.
- B. Reduce the wildfire fuel ladder and fuel load and favor more fire tolerant conifer species.
- C. Reduce diseased/infected trees and the risk of future insect and disease infestations.
- D. Minimize soil disturbance and the introduction of weedy species across the harvest area.

2.6 BUSINESS STRUCTURE & EMPLOYEES (COMPLIANCE WITH LAW)

During bid response evaluation and/or prior to contract execution and/or during the life of the contract, the Washington State Parks and Recreation Commission (WSPRC) may require your firm to provide proof, satisfactory to WSPRC, that your firm is a legally licensed business entity and is compliant with all business and employee related laws and regulations, including but not limited to, taxes, licenses, employee insurance, not debarred, etc. WSPRC reserves the right and may contact any person, business, agency, database system it deems necessary to validate compliance. Further, WSPRC may require your firm to provide information, acceptable to WSPRC, that verifies and validates business structure and/or the employment status for anyone appearing to be working on behalf of this contract. Failure to provide required information in a timely manner may result in your bid response being rejected or your contract terminated. If your firm is found to be out of compliance with business and/or employee related laws or regulations or is otherwise a violator of these law and regulations it may result in your bid response being rejected or your contract terminated. Note: Information is readily available from the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

2.7 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFP will be determined upon evaluation of the proposal and will span a period of no less than three months scheduled between **April 2023, and October 15, 2023**. WSPRC reserves the right to shut down operations to prevent unacceptable damage to WSPRC resources. Thereafter, via mutual negotiation, WSPRC and the Bidder may extend the contract for other periods of time up to a total duration of five years.

3 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

3.1 CHECKLIST OF MANDATORY SUBMITTALS

The following list in the table in this subsection identifies the content that must be included in each responsible submission. Any response that does not contain all of these items may be rejected as non-responsive. Each item is discussed in more depth in the sections following the Table.

Table explained: The Table below identifies what Submittals the Bidder must provide to WSPRC in the Bidder's Bid Response and also acts as a Checklist so that the Bidder does not forget to include required material in the Bid Response. *In some cases, the WSPRC has provided a form for this purpose but if no form is provided the Bidder must "self-author" a response to meet this Submittal condition.* The Table also states if the Submittal will be Scored by points or scored as Pass/Fail. The Table also provides a nonexclusive courtesy Reference linking the Submittal to other areas of the document.

#	Submittal	Scored or Pass/Fail	Reference Within This Document (some, not all)	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Certifications (form provided, must be signed)	P/F	Appendix A, Section 3.2	
2	Bidder Profile (form provided)	P/F	Appendix B, Section 3.3	
3	Competition Amendments (if any)	See amendment for details	Section 7.3, Section 3.4	
4	Quotation (forms provided, must be signed)	Up to 50 points	Appendix C, Section 3.5	
5	Statement of Available Resources, Operating Schedule, and Work Plan (form provided)	Up to 25 points	Appendix D, Section 3.6	
6	Prior Experience (self-authored)	Up to 25 points	Section 3.7	
7	References (form provided)	P/F	Appendix E, Section 3.8	

3.2 (APPENDIX A) – CERTIFICATIONS, ASSURANCES, AND WAIVER

A FORM is provided for this part of your bid response. See (APPENDIX A – CERTIFICATIONS, ASSURANCES, AND WAIVER.

The Certifications must be executed as written in Appendix A. Failure to execute the Appendix in its official form will result in the Bidder's Proposal being disqualified.

Appendix A – Certifications is evaluated on a pass/fail basis.

Must be signed with wet-ink signature (pen to paper).

3.3 (APPENDIX B) – BIDDER PROFILE

A FORM is provided for this part of your bid response. See (APPENDIX B – Bidder Profile.

Bidder Profile provides general information concerning the Bidder and/or its corporate entity.

It is important to fully read the Bidder Profile as there may be additional pages that the Bidder may have to self-author and attach depending on the Bidder's response.

Appendix B - Bidder Profile must be substantively completed and is evaluated on a pass/fail basis.

3.4 COMPETITION AMENDMENTS (IF ANY)

As explained in Section 7.3 – Amendments to the Competition, WSPRC may need to amend this competition. Any competition amendment will be posted on WEBS under this competition number.

Competition Amendments may be simply informational, extend the competition's bid due date, add/delete/modify language of the competition document or an earlier-in-time competition amendment, it may fully revise and replace the competition document, or may be responses to Questions or Complaints, etc. The competition amendment may need to be signed. It may direct the Bidder to include other documents that are self-authored by the Bidder.

It is important the Bidder follow the instructions stated in the competition amendment, failure to do so may result in disqualification and rejection.

Depending on the instructions and directions, the result may be scored or pass/fail.

3.5 (APPENDIX C) QUOTATION

FORMS are provided for this part of your bid response. See (APPENDIX C – QUOTATION Submit the Quotation form. It must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

This part of the bid response is **scored up to 50 points**.

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. Bidders are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.

Bidders are required to collect and pay Washington State taxes as applicable.

3.6 (APPENDIX D) STATEMENT OF AVAILABLE RESOURCES AND WORK PLAN

A FORM is provided for this part of your bid response. See (APPENDIX D – STATEMENT OF AVAILABLE RESOURCES AND WORK PLAN

This part of the bid response is **scored up to 25 points** for greatest return and utilization of CTL equipment and methods, and pro rata for remaining Bidders. See Section 3.9 - SUBMITTAL SCORING CRITERIA. Table line 1 for additional details or conditions.

3.7 PRIOR EXPERIENCE

Bidder this part of your bid response is self-authored by you.

- **Title this “3.7 Prior Experience”.**

The awarded Bidder must be licensed to do business in the state of Washington and have at least five (5) years' experience in harvesting services, logging, operating of logging equipment and tree-thinning business.

Bidders provide a self-authored document explaining how you meet this requirement. You may attach copies of licenses or other documents demonstrating compliance.

This part of the bid response is **scored up to 25 points**. See also Section 3.9 – SUBMITTAL SCORING CRITERIA, Table line 2 for additional details or conditions.

3.8 (APPENDIX E) - REFERENCES

A FORM is provided for this part of your bid response. See (APPENDIX E – REFERENCES.

Bidder this part of your bid response requires you to submit reference from other parties (please avoid using WSPRC as a reference).

Bidder must provide at least **THREE (3)** Reference.

Provide a minimum of five references for similar projects, with business name, contact name, phone number, email.

The objective of references is to gage the Responsibility of the Bidder. WSPRC reserves the right and may contact your reference and may contact any person, business, agency, or database system that may have information on your skills, abilities, and customer service. If not scored by points, WSPRC reserves the right to waive the references check for Bidders that are known to WSPRC and has a positive reputation.

This part of the bid response and this objective is scored pass/fail. This test will be applied only to the top-scoring bidder.

3.9 SUBMITTAL SCORING CRITERIA

Submittals identified in Sections 3.5, 3.6 and 3.7 will be reviewed along with Supportive Information, and separately scored. The References are scored pass/fail but only the Bidder appearing to the highest scoring bidder need be tested.

Evaluation Scoring Continuum:

Bidder demonstrates renowned experience (All or most points)	Bidder demonstrates considerable experience	Bidder demonstrates solid experience	Bidder demonstrates adequate experience	Bidder demonstrates limited experience	Bidder demonstrates no experience (zero of low points)
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	CRITERIA	Maximum up to Points
1	Quotation – This criterion relates to price proposal for the services you will perform that aligns with your bid response proposal. The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP.	50
2	Statement of Available Resources and Work Plan – This criterion relates to the detail each of the activities you will conduct to perform forest health thinning work on 272 acres at Fisk Property State Park. Greatest return to State Parks, and ability to complete the project on time within the specified operating window.	25
3	Prior Experience – This criterion relates the record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.	25
	Points possible	100

4 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

4.1 SUBMISSION OF RESPONSES

Responses are due on: **See Section 1.7 – Procurement Schedule, Bidder’s Response Deadline.**

Washington State recently enacted law allowing for electronic alternatives to pen-to-paper wet-ink signature on hardcopy documents, meaning if WSPRC agrees to alternatives other than wet-ink signature (pen-to-paper) on hardcopy documents, these alternatives may be accepted by WSPRC and are legally binding. See RCW 1.80.

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature when and where a signature is required.

For clarity: Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, and when you believe your bid response is ready to be submitted to WSPRC, **scan it as a PDF** file, review that file to make sure it has everything, and then attach the file to your business email and send it to WSPRC. See also, Appendix A – Certification, Assurances, and Waiver, subsection O.

It is WSPRC's expectation that the Bidder's bid response email will contain an attachment with all of the required documents scanned as a PDF, including any required signatures.

Bidders are required to submit the bid response electronically by email/email attachment to the address below.

Send you bid response to: BidBox@parks.wa.gov.

- Subject line should include the bid's identification number, "Bid" and Company name.

Example email subject line: 123-499 Bid ACME

Example email subject line: 123-499 Bid John Smith Construction LLC
--

Example email subject line: 123-499 Bid Sunshine Consulting Agency

4.2 RESPONSE LAYOUT REQUIREMENTS

All pages should be consecutively numbered, contain the name of the Bidder, and the respective section reference, requirement, or question to which it applies. The required information may be located at the top or bottom (header or footer) of each page, but the location should be consistent throughout.

NOTE: If evaluators cannot easily identify the material or cannot easily link it to the competition's section reference, requirement, or question the material may be disregarded or may negatively impact the evaluation of the response.

5 EVALUATION AND AWARD

5.1 DETERMINATION OF RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this competition document. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not contain all of the required information or any Bidder who does not meet the mandatory qualifications may be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive, and/or seek correction of minor informalities that do not alter the content of the Response.

WSPRC reserves the right to: (1) Waive any informality (WSPRC reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this competition and to waive informalities in a bid). An informality is an immaterial variation from the exact requirements of the competition, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured.; (2) Reject any or all bids, or portions thereof; (3) Cancel the Competitive

Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved.

5.2 GENERAL EVALUATION PROVISIONS

The evaluation process is designed to award a contract to the Bidder with the best quality attributes based on the selected evaluation criteria.

Evaluations of subjective material may be conducted by evaluation team. If an evaluation team is used, WSPRC has sole discretion over the selection of evaluators and will make such selections based on each potential evaluator's knowledge, skills, and experience with the subject matter. Each evaluator will independently grade and score or consensus score the Bidder's material based on their own independent judgment, and in accordance with the format noted below for each respective requirement. Evaluators will only evaluate the material contained in the Responses and will not incorporate outside material into their determinations. Each evaluator has sole discretion over his or her final scores.

Bidders should take every precaution to assure that all answers are clear, complete, and directly responsive to each specific requirement.

5.3 RESERVATION ON EVALUATION

The Agency reserves the right to require that the Apparent Successful Bidder (ASB) provide within three (3) business days after request, satisfactory evidence of ability to have the services performed and completed by **October 15, 2023**, or other deadline acceptable to WSPRC. Failure to provide satisfactory evidence may be grounds for submittal rejection.

5.4 EVALUATION CHECKLIST

5.4.1 PRELIMINARY EVALUATION (PROCEDURAL)

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Is the bid signed with a wet ink signature or as allows by WSPRC? Pass/Fail.
- c) Did the Bidder appear to provide and complete the information requested? Pass/Fail.
- d) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
- e) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
- f) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.

5.4.2 SUBSTANTIVE EVALUATION: PHASE 1

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. A preference reduces the Bidder's stated price by the amount of the preference and is an evaluation advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is an evaluation disadvantage to the Bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.
 - Determine Reciprocity under [RCW 39.26.271](#), [WAC 200-300-075](#), [DES Reciprocity Information](#), [DES Reciprocity Map \(list\)](#). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purpose only, if the bid's pricing must be increased or rejected.

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- b) If submittals were required, were the submittals provided and were they materially complete so that the material aspects of the bid response can be compared to other conforming bids? Pass/Fail. If a points methodology is being used instead of a pass/fail methodology, then determine the points.
 - c) Determine the low bid; use subtotal value. If a points methodology is being used instead of low bid methodology, then determine the points.
 - d) References: If not waived by WSPRC, do the references reflect good customer service and good product quality, and no meaningful apprehension from using this Firm in the future? Pass /Fail. If a points methodology is being used instead of a pass/fail methodology, waiver is not allowed and then determine the points.
 - e) Responsibility of the Bidder: In determining the responsibility of the Bidder, WSPRC may also consider: [RCW 39.26.160 Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system.](#) If considered then Pass/Fail.
 - f) Upon determining the lowest priced responsive and responsible Bidder (or Bidder with the most points), perform the Announcement of ASB UNLESS the Substantive Evaluation: PHASE 2 (optional) is used.

5.4.3 SUBSTANTIVE EVALUATION: PHASE 2 (OPTIONAL)

- a) Following PHASE 1 if WSPRC chooses the lowest priced responsive and responsible Bidder (or Bidder with the most points) may be required to appear in some form and/or present additional materials to validate to the WSPRC that the services or items offered meets the WSPRC's needs and meets all other competition terms & conditions. If WSPRC requests materials it deems necessary to validate the services or item offered, the materials must be provided within five (5) business days. The Bidder WILL NOT be allowed to materially change its bid response and the examination will be limited to the validation of the item and/or services offered. If WSPRC in its sole discretion determines that the Bidder's bid does not meet the WSPRC needs and/or other competition terms & conditions, the Bidder's bid response will be rejected and the next lowest responsive and responsible (or Bidder with the most points) bid response may be considered. This process may repeat itself until an Apparent Successful Bidder (ASB) is determined or the competition is cancelled.
- b) Upon determining the lowest priced responsive and responsible Bidder (or Bidder with the most points), perform the Announcement of ASB.

5.5 SELECTION OF APPARENT SUCCESSFUL BIDDER

Note: The Bidder meeting all responsive criteria and having the lowest costs (or, highest final cumulative score) will be selected as the Apparent Successful Bidder (ASB).

WSPRC will notify the Apparent Successful Bidder, and the non-successful Bidders, via email to the address provided in the Bidder Profile (Appendix B) - Primary Contact Person for Questions/Contract Negotiations.

6 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS

6.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Following the bid Evaluation, WSPRC will announce TO ALL BIDDERS the Apparent Successful Bidder (ASB) by email to the email address provided by the Bidder in the Bidder Profile (Appendix B).

The Announcement of ASB starts a clock and it is the responsibility that the Bidder provide a working email. WSPRC accepts no responsibility for the Bidder's actual receipt of the Announcement of ASB.

The announcement is called the Announcement of Apparent Successful Bidder. Notification that a Firm(s) was selected as the ASB simply means that at this point in time WSPRC believes the ASB was the lowest cost responsive and responsible Bidder (or Bidder with the most points), but designation as the ASB is not a guarantee of a contract and/or WSPRC Purchase Order, or purchase. WSPRC reserves the right to reevaluate the ASB's bid and determine whether the ASB's bid was responsive and responsible and successful as first thought. ASBs are cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract and/or WSPRC Purchase Order. Bidders and ASBs that commit funds, resources, and effort prior to a contract and/or WSPRC Purchase Order do so at its own risk and peril. Further, WSPRC cautions against any premature action prior to an executed contract and if any premature action causes a disruption or dilemma for WSPRC, it could result in no contract being executed.

Following the announcement of the ASB, Bidders may request a Debrief conference. The Bidder will have a short period of time to request the Debrief conference. NOTE: A Debrief conference is a mandatory prerequisite for any Bidder desiring to protest the award.

6.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 6.1 – Announcement of Apparent Successful Bidder.

A Bidder may request copies of the competition records, including the solicitation and evaluation documents or may inspect the competition records.

Washington WSPRC and Recreation Commission (WSPRC) has a Public Records Officer. If you'd like copies of these records, please click on the link(s) below for agency instructions. WSPRC Public Records Officer at: public.disclosure@parks.wa.gov

- (INFO) <https://www.parks.state.wa.us/1093/Public-records-requests>
- (FORM) <https://www.parks.state.wa.us/DocumentCenter/View/11083/A-374-Public-Record-Request?bidId=>

As you are completing your request, it is helpful that you identify the request so that it is understood by the Public Records Officer and not delayed.

This competition is identified under: **RFP 123-499 Forest Health Thinning Harvesting – Fisk Property State Park.**

This competition is being conducted through the: **Contracts, Grants, and Procurement section, which is part of the agency Financial Services Office.**

6.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder and upon request by the Bidder, a debriefing conference will be scheduled with an unsuccessful Bidder. THE REQUEST FOR A DEBRIEFING CONFERENCE MUST BE RECEIVED BY THE PROCUREMENT COORDINATOR **WITHIN THREE (3) BUSINESS DAYS FOLLOWING THE DAY OF THE ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Thereafter, WSPRC will schedule a Debrief conference to go over the Bidder's bid (not other bids).

6.3.1 HOW TO REQUEST A DEBRIEF CONFERENCE

Requests for Debriefs shall be addressed to the Procurement Coordinator in the form of an email to ContractsAndProcurement@Parks.WA.GOV.

The email's subject line must include the competition's number and the word "Debrief". Failure on the part of the Bidder to mark the email communication as instructed may result in the Debrief being overlooked or misunderstood and not considered.

Example email subject line: **123-499 Debrief**

6.3.2 DEBRIEF MEETING, DISCUSSION, AND DELAY

Discussion will be limited to a critique of the requesting Bidder's response. Comparisons between responses or evaluations of the other responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of 1/2 hour.

WSPRC intends all debriefings conferences to take place within a few days of the Announcement of Apparent Successful Bidder. The requesting Bidder will not be allowed to delay the process from moving forward and should have a designated representative made available if the Bidder is unavailable. Bidders that are not available for the Debrief conference scheduled by WSPRC forgo its opportunity for debriefing and filing a Protest (see section titled Protests).

6.3.3 DEBRIEF PREREQUISITE FOR PROTEST

A Debriefing Conference is a prerequisite to Protesting the Competition.

6.4 PROTEST

Bidders, having availed itself of a Debriefing Conference, may protest this procurement and shall follow the procedures described below. **REQUEST FOR PROTEST MUST BE RECEIVED WITHIN FIVE BUSINESS DAYS FOLLOWING THE DAY OF THE DEBRIEF.** Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

6.4.1 GROUNDS FOR PROTEST AND CONTENT

A protest may be made based only on the following grounds:

- Conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with the procedures established in this Procurement document.

Protests not based on these grounds will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) WSPRC' assessment of its own needs or requirements.

Protests that do not clearly meet the requirements described herein are without merit and may be administratively rejected by the Procurement Coordinator as having no merit and the Bidder will have no opportunity to cure and resubmit.

6.4.2 PAGE LIMITATION / OFFENSIVE CONTENT / DOCUMENT OVERLOAD

WSPRC does not currently mandate any page limitation. However, the Protest must be succinct, organized, logical, and professional. Protests that do not clearly fall into one of the three GROUNDS FOR PROTEST above, or, that are rants, attacks, contain disparaging remarks, include multiple attachments or references to other material (document dumping, document overload), or any Protest submission that appears to require the reader to weigh

through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made MAY BE administratively rejected by the Procurement Coordinator who will notify the Protesting Party that the communication received by WSPRC purporting to be a Protest did not follow procedure and is therefore found to have no merit and the Bidder may have no opportunity to cure and resubmit. Keep it succinct, organized, logical, and professional.

6.4.3 SUBMITTING A PROTEST

All protests must be in writing and must be received by the Procurement Coordinator within five (5) business days following the day of the Debriefing Conference. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

All Protests shall be addressed to the Procurement Coordinator in the form of an email to ContractsAndProcurement@Parks.WA.GOV and the email may include attachments.

- **The email's subject line must include the competition's number and the word "Protest"**. Failure on the part of the Bidder to mark the email as instructed may result in the Protest being overlooked or misunderstood and not considered.

Example email subject line: 123-499 Protest
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The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;

- The grounds for the Protest;
- Description of the relief or corrective action requested.
- Bidder may attach supporting documentation to their Protest as they deem necessary and proper PROVIDED it falls within the Page Limitation / Offensive Content / Document Overload provision.

6.4.4 PROTEST INVESTIGATION

Upon WSPRC receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the competition document and any competition amendments, the Responses, all documents showing evaluation and scoring of the Responses record and any other pertinent information and issue a decision within ten (10) business days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Bidder will be notified of the delay. WSPRC will make a final determination on the protest; in accordance with such findings, WSPRC will:

Find the protest lacking in merit and uphold WSPRC' action.

Find only technical or harmless errors in WSPRC' acquisition process and determine WSPRC to be in substantial compliance and reject the protest.

Find merit in the protest and provide WSPRC options which may include:

- that WSPRC correct the errors and re-evaluate all Responses;
- that WSPRC reissue the competition document and begin a new process;
- other courses of action as appropriate

If the reviewer determines that the protest is without merit, WSPRC may enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, WSPRC will take the appropriate alternative as noted in the preceding paragraph.

7 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

7.1 ANNOUNCEMENT AND SPECIAL INFORMATION

By responding to this competition document, a Bidder acknowledges they have read and understand the entire competition and accepts all information contained within the competition document without modification.

7.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Those restrictions also apply to any Bidder submitting a Response under this competition who has hired a former state employee. Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

7.3 AMENDMENTS TO THE COMPETITION

WSPRC reserves the right to revise this competition. All changes will be made by written amendment. All official amendments will be posted in WEBS and will automatically become incorporated as part of this competition. If there are any conflict between amendments, or between an amendment and the competition, whichever document was issued last in time will be controlling.

Amendments will be made in consideration to the overall timeline; WSPRC will determine whether extensions to the timeline are necessary.

7.4 RESPONSIVENESS OF BIDDER'S RESPONSE

Each Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be scored. WSPRC will not be liable for any errors or omissions in Bidder's Response. Bidders will not be allowed to alter their Response after the Response Submission Deadline.

It is the responsibility of each Bidder to carefully read, understand, and follow all the instructions contained in this competition documents, and in any future amendments. If a Bidder does not fully understand any Response requirement, said Bidder should submit an inquiry to the Procurement Coordinator. Bidders are hereby notified that failure to comply with any solicitation requirement may result in the Response being rejected as non-responsive. WSPRC reserves the right to waive any administrative, minor irregularity in a Response, but it is not required to do so.

7.5 CLARITY AND CLARIFICATIONS

WSPRC will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, WSPRC reserves the right to contact a Bidder for clarification of responsive contents if necessary. NOTE: This clarification process is only used to clarify information that was contained within the Response; it is not a means of providing or incorporating new information that was otherwise not initially included. Evaluators have no obligation to seek or request a clarification; they may evaluate the response as provided.

7.6 COST OF RESPONSE PREPARATION

WSPRC will not reimburse Bidders for any costs associated with preparing or presenting a Response to this competition.

WSPRC will not be liable for any costs incurred by the Bidder in preparation or presentation of a responsive Response to this competition.

WSPRC will not pay for any costs accrued prior to a mutually executed contract resulting from this competition.

7.7 OWNERSHIP OF RESPONSES

All Responses and materials submitted in response to this competition document become the property of WSPRC. WSPRC has the right to use information or adaptations of information that is presented in a response.

7.8 FINAL SELECTION & NO OBLIGATION

WSPRC reserves the right, at its sole discretion, to reject all responses without penalty and not to issue a contract as a result of this solicitation. WSPRC further reserves the right to cancel or reissue this competition prior to execution of a contract, if it is in the best interest of WSPRC to do so, as determined by WSPRC in its sole discretion.

7.9 INCORPORATION OF RESPONSE IN CONTRACT

The Bidder's response, including all promises, warranties, commitments, and representations made in the successful Response, are binding and shall be incorporated by reference into WSPRC's contract with the Bidder.

7.10 AGREEMENT TO WSPRC'S CONTRACT TERMS AND CONDITIONS

Attached as Exhibit A is a draft document that includes WSPRC's contract terms and conditions. These terms and conditions will be incorporated into the final contract between WSPRC and the Apparent Successful Bidder. Each Bidder's submission of its Response confirms that Bidder's consent to these terms and conditions.

7.11 STATEWIDE VENDOR PAYMENT REGISTRATION

Bidders are urged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains a central Bidder registration file for Washington State agencies to process Bidder payments.

To obtain registration materials go to the Statewide/Vendor Payee Services website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> . The registration form has two parts. Part 1 is the information required to meet the above registration condition. Part 2 allows WSPRC (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

7.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.22.240, the State of Washington encourages participation by veteran owned business enterprises and Minority & Women Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veteran owned business and minority and women's business communities.

Participation by veteran owned and MWBE Bidders may be either on a direct basis in response to this competition document or as a Sub-bidder to a prime Bidder. However, no preference will be given in the evaluation of Responses, no minimum level of MWBE or

veteran-owned business participation shall be required, and Responses will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/about-omwbe/contact-us-directions> and/or the Department of Veterans Affairs at <https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

7.13 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

WSPRC is subject to the Public Records Act, chapter 42.56 RCW. Bid submissions and evaluations may not be disclosed while the competition is pending (RCW 39.26.030); however, all of the submissions and evaluations may be disclosed after the Announcement of the Apparent Successful Bidder.

The Bidder, by signing and submitting the Certification and Assurances and Waiver (Appendix A), is providing to the State of Washington and the Washington WSPRC's and Recreation Commission a full and complete Waiver and Release of Information.

7.14 CIVIL RIGHTS COMPLIANCE

The Director of the Washington WSPRC and Recreation Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. WSPRC will also affirmatively ensure that any contract entered into pursuant to this solicitation will require full incorporation of these rights in relation to all employees, personnel, and agents of the Bidder.

Continue on next page.

8 APPENDICES AND EXHIBITS

All Appendices noted below must be included as part of the Bidder's Response

- Appendix A (Section 8.1): Certifications, Assurances, and Waiver (**sign and return all pages**)
- Appendix B (Section 8.2): Bidder Profile (**return all pages**)
- Appendix C (Section 8.3): Quotation (**sign and return all pages**)
- Appendix D (Section 8.4): Statement of Available and Work Plan (**return all pages**)
- Appendix E (Section 8.5): References (**return all pages**)
- Exhibit A (Section 8.6): Sample Contract & General Contract Terms And Conditions
- Attachment A (Section 8.7) Map of the proposed treatment area
- Attachment B (Section 8.8) Approved FPA/N 3025422
- Attachment C (Section 8.9) Fisk Property FHT Road Plan

Continue on next page

8.1 (APPENDIX A) – CERTIFICATIONS, ASSURANCES, AND WAIVER

- a) I/my Firm make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
- b) I/we declare that all answers and statements made in the proposal are true and correct.
- c) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- d) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Washington WSPRC and Recreation Commission (WSPRC) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
- e) In preparing this proposal, I/my Firm have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- f) I/my Firm understand that WSPRC will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of WSPRC, and I/my Firm claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- g) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- h) I/my Firm agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), any other instructions, Terms & Conditions, AND competition amendments to the same. Further:
 - 1. Alterations to WSPRC Documents: I/my Firm understand and agree that I/my Firm shall not and has not altered or deviated from the original competition and any follow-on competition amendments and if my/my Firm's bid response received by WSPRC materially alters or deviates from the competition or competition amendments (if any) then the bid response may be disqualified. Whether the alteration is noticed or not noticed by WSPRC, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the WSPRC official language (original competition and any follow-on competition amendments) as posted on the Washington Electronic Business Solutions (WEBS) which acts as the system of record for this competition. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.
 - 2. Unrequested Supplemental Materials in Bidders Bid Response: I/my Firm understands and agrees that I/my Firm shall not and has not supplemented my/my Firm's Bid Response with unrequested materials. Whether the unrequested material is noticed or not noticed by WSPRC, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the WSPRC official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.

(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)

- i) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- j) I/my Firm grant WSPRC the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
- k) If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

l) Bidder's Waiver And Release Of Information, Public Disclosure Is Authorized And Not Restricted:

I/my Firm grants to the State of Washington and the Washington WSPRC and Recreation Commission a full and complete release of information of my/my Firm's bid response and other documents or information pertaining to the same and if also awarded the contract then to the contract and any documents or information involving or pertaining to the contract. Markings of "confidential", "proprietary" or similar term are unintentional and SHALL be ignored. Further, these materials or bid response may be publicly disclosed with no advanced notice to the Bidder/Contractor (me/my Firm). The Bidder/awarded Contractor (me/my Firm) understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State of Washington and WSPRC.

m) Certification - Wage Theft Prevention:

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'responsible Bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible Bidder criteria include a Bidder/contractor certification that the Bidder/contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

I/my Firm certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: 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 civil judgement 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 49.45, 49.48., or 49.52 within the three (3) prior years to the date of this competition's date of issue.

n) Certification - Supporting Workers' Rights:

Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington WSPRC and Recreation Commission is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

I/my Firm certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Continued on Next Page

(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)

I, acting as my Firm's authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct.

Bidder's Company Name	
Bidder's Printed Name	
Bidder's Wet Signature (use blue ink)	
Place of Signature (City & State)	
Date	

8.2 (APPENDIX B) – BIDDER PROFILE

Bidder must provide all requested information in the space provided next to each numbered section below.

Many of the questions require information if you answer “yes”. Please provide your response in the space provided unless otherwise directed to submit on a separate page (note: the spaces provided can expand to allow for more text to be typed in if necessary). If you are directed to provide answers on a separate page, please identify the question and corresponding number that you are responding to, and attach that document to this Appendix B.

COMPANY INFORMATION:

(a)	Firm Legal Name*	
	Street Address	
	Mailing Address	
	City, State, ZIP	

***Legal Name:** Many companies use a “Doing Business As” name or a nickname in their daily business. However, the State requires the legal name of your company as it is legally registered in the State of Washington or the state in which your company was registered. This should include the type of entity – Inc., LLC, LP, etc.

(b)	DBA (if any)		
	Telephone Number(s)		
	Area Code:	Number:	Extension:
	Area Code:	Number:	Extension:

(c)	A list identifying which parties of the organization have the authority to sign contracts/ amendments on behalf of the Bidder’s entity.

(d)	Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principal officers as appropriate to the organization	
	Name & Title:	
	Address:	
	Email Address:	
	Telephone Number	
	Area Code:	Number:

(e)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above	
	Name & Title:	
	Address:	
	Email Address:	
	Telephone Number for Contact Person	
	Area Code:	Number:

(APPENDIX B) – BIDDER PROFILE (return this page)

(i)	WA State UBI	
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(j)	Statewide Vendor Number (SWV)	
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Bidder is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract. YES NO

(k)	Federal Tax Identification Number	
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8.3 (APPENDIX C) – QUOTATION

FISK PROPERTY FOREST HEALTH THINNING CONTRACT HARVEST

(Print Project Name)

123-499

(RFP N^o)

(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 RFP section 2.3 and Contract Section P)

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

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

(Bidder must check box for appropriate project payment method. See RFP section 2.3 and Contract Section P)

- \$/Ton of pulp harvested and delivered.**

To meet Hauling obligations, I bid:

Hauling Bid Factor

(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFP section 2.3 and Contract Section P.

Actual "live-load" weights used to determine payment for hauling sorts designated as "tonnage". Sorts designated as "MBF" will use calculated tonnage based on State Park's advertised "tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

(APPENDIX C) – QUOTATION (return this page)

To meet the Road Work obligations, I bid:

Instructions:

1. Enter Contractor's per station bid rates for each biddable item for road work described in the Road Plan (Attachment C).
2. Required items are fixed to the stations listed in the table and the total should reflect the total cost for completing all stations for that item, including materials.
3. Add all item totals and enter the sum in the Total Road Cost Proposal below the table.

Road	Type	Stations	Price Per Station	Total Price
R1*	Pre-Haul/Post-Haul Maint.	70+50'		
R2*	Pre-Haul/Post-Haul Maint.	23+80'		
R3*	Pre-Haul/Post-Haul Maint.	24+80'		
R1*	Improvement	5+20'		
R2*	Improvement	7+00'		
Landing Spurs**	New Construction	As needed		
Landing Spurs*	Abandonment	All newly constructed spurs		

1 Station=100'

* = Required Work

** = Optional Work

Additional Details

Beyond standard Pre-Haul maintenance, road work may include, but is not limited to:

- R1 stations 19+20' to 23+20' contains some 12"+ submerged rocks in road prism. Blading or rock placement may be needed.
- R1 stations 29+20' to 30+40' contains a large (50'Lx12'W) depression that often fills with 2' depth water in wet seasons. Fabric placement, rock placement, and compaction may be needed. There are several other depressions on R1 that may need rock in wet conditions.
- R2 stations 0+00' to 7+00' contains a grade that may need widening and rock placement.
- R3 contains a 10'Lx10W'x5'D pit in the road prism that will need filled in. Fill material is adjacent to pit.

Total Road Proposal Cost = \$_____

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 WSPRC 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 WSPRC 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-33.1.
6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.
7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.
8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State.
9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.
10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.
11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.
12. WSPRC 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

(APPENDIX C) – QUOTATION (return this page)

shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.

- 14. WSPRC will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of WSPRC, 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 WSPRC, 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)

8.4 (APPENDIX D) – 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 your anticipated operations schedule per the prompts and your expected rate of log deliveries to the state’s designated log purchaser locations for this project. State Parks preference is for an operating window spanning no more than 3 months. Start and end of all operations must occur between April 2023, and October 15, 2023.

Start of Cutting and Yarding: ____/____/____ End of Cutting and Yarding: ____/____/____
Start of Hauling: ____/____/____ End of Hauling: ____/____/____

3. Describe how you plan to complete any additional special work requirements identified in section 2.4 of the project’s RFP.

(APPENDIX E) REFERENCES (return this page)

8.5 (APPENDIX E) REFERENCES (must be legible)

In the Table below the Bidder shall provide three (3) references from customers or businesses, for which the Bidder has provided similar goods and services, and that the Reference can speak to the quality of the Bidder's goods and Bidder's customer service. The WSPRC reserves the right to request additional references and independently contact anyone that may have knowledge of the Bidder's Firm. Bidder's grant of its Release of Information also authorizes WSPRC to firms/parties other than those listed below.

Company & Name of Person	Phone & Email
<i>(EXAMPLE)</i> Anything LLC John Smith	<i>(EXAMPLE)</i> 360.555.5555 john.smith@haha.com

(EXHIBIT A) – SAMPLE CONTRACT & GENERAL CONTRACT TERMS AND CONDITIONS

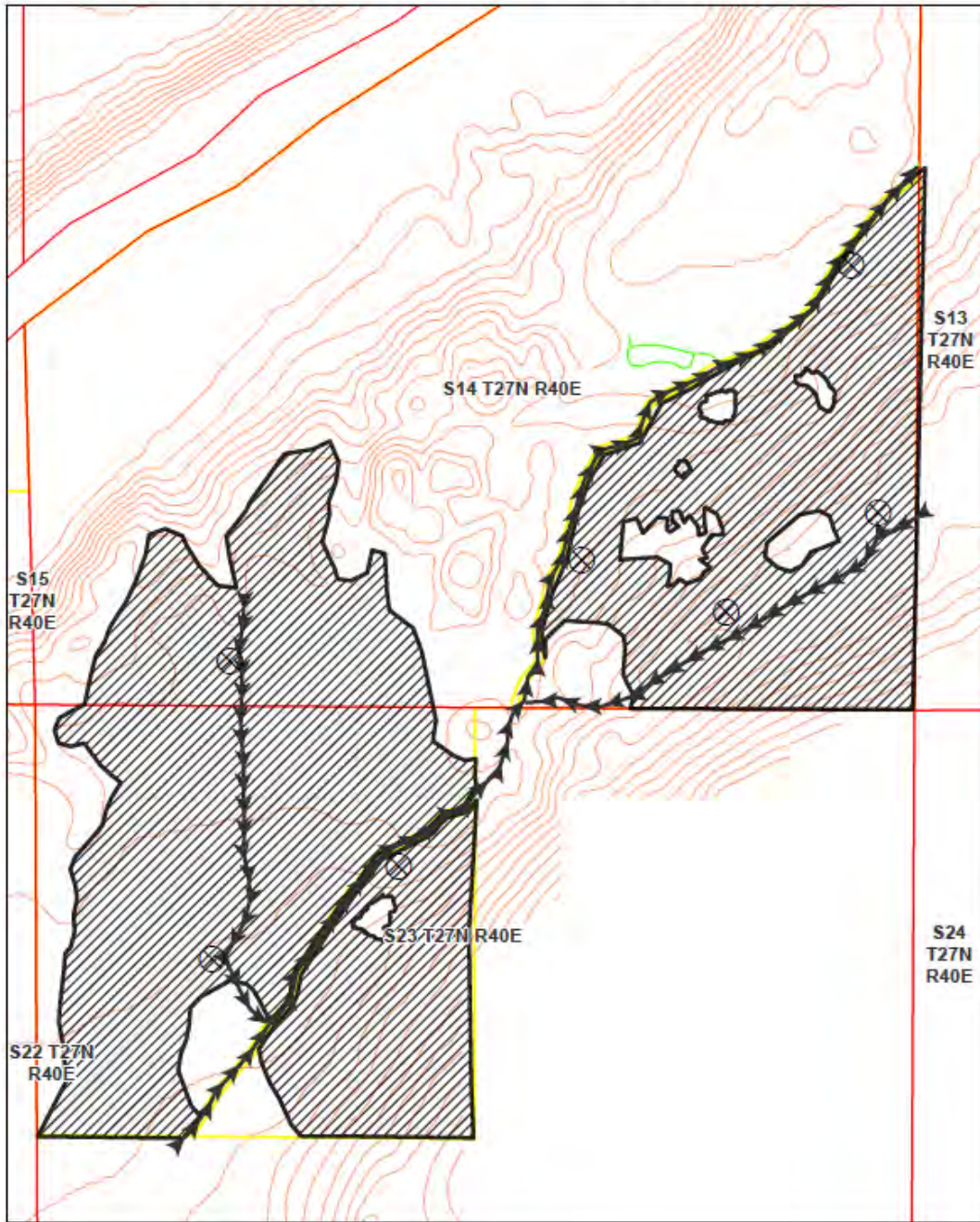
8.6 (EXHIBIT A) – SAMPLE CONTRACT & GENERAL CONTRACT TERMS AND CONDITIONS

A sample contract with general terms and conditions is provided and/or will be separately posted on WEBS with a file name of "Sample Contract" and the file name may or may not also include the competition's number as part of the file name.

The sample contract is a close representation but not a perfect representation of what the Apparent Successful Bidder (ASB) will be expected to sign.

8.7 ATTACHMENT A: MAPS

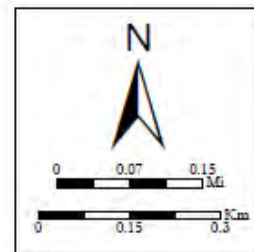
Fisk Property FHT - 272 Acres



Legend

- Landings
- Fisk Haul Route
- Harvest Units
- Park Roads
- Sec_Twp_Rng
- Contours - 20ft
- Park Boundaries

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere



8.8 ATTACHMENT B: APPROVED FPA/N 3025422

An approved FPA is provided and/or will be separately posted on WEBS with a file name of "FPA #3025422" and the file name may or may not also include the competition's number as part of the file name.

8.9 ATTACHMENT C: FISK PROPERTY FHT ROAD PLAN

A road maintenance and improvement — Road Plan is provided and/or will be separately posted on WEBS with a file name of “Road Plan” and the file name may or may not also include the competition’s number as part of the file name.



**WASHINGTON STATE PARKS
AND RECREATION COMMISSION
HARVESTING SERVICES CONTRACT
AGREEMENT NO. SC 123-499**

SALE NAME: FISK PROPERTY FOREST HEALTH THINNING

**THE STATE OF WASHINGTON PARKS AND RECREATION COMMISSION, 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: The State's designee who is responsible for assuring that the contractual obligations of the Purchaser and 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 Parks and Recreation Commission, landowner and seller of logs from the timber sale area. The State is represented by the Chief Financial Officer (CFO) as designated on the contract signature page. Contractual obligations to the State are enforced by the CFO 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

The harvest area consists of approximately 275 acres located on part(s) of Section(s) 23 & 14, Township 27 North, Range 40 East, Spokane County as shown on the attached timber sale map.

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 Length	Destination	A Miles	C Miles
	1	Ponderosa Pine 4.5-6 inch (DIB)	ES				
	2	Ponderosa Pine 6+ (DIB)	ES				
	3	Conifer Pulp					

“WS” means that west side scaling rules apply; “ES” means that east side scaling rules apply. Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west 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-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule M Additional Road Maintenance Rates

G-027.1 Log Delivery Schedule and Conditions

- a) Contractor shall deliver logs to Purchaser’s designated delivery location beginning no later than **March 1, 2023** and completed by **July 15, 2023**. 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 log delivery to a Purchaser location may be limited to no more than ten (10) truck deliveries of any one sort per day, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established. 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. If for any reason a Purchaser refuses more than ten (10) truck deliveries per day, Contractor shall notify the State's Contract Administrator.

G-030.1 Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date **of March 1, 2023** and the expiration date **of July 15, 2023**.

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

G-033.1 Notification of Operations

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

G-040.1 Contract Term Adjustment

A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the

Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

G-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, PRESALE 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-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 program Standard under certificate number BV-SFIS-US09000572.

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 G121.1(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 Washington State Parks and Recreation Commission Headquarters 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 nonpayment 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, Parks and Recreation Commission, 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 Chief Financial Officer, (herein after as CFO) at Olympia, Washington CFO. The CFO will notify Contractor in writing who is responsible for administering the contract. The CFO has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. 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 Parks 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 subcontractors 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 CFO for resolution prior to seeking other relief.
- b. The CFO will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the CFO's decision, the contractor may make a written request for resolution to the State Lands Steward of the Washington State Parks and Recreation Commission.
- d. Unless otherwise agreed, the State Lands Steward will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the CFO's written decision. Contractor and the CFO will have an opportunity to present their positions. The State Lands Steward 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-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 Parks 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; **as shown on the vicinity map**. 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 paved roads within the park unless authority is granted in writing by the Contract Administrator.

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:

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	MBF		
3	Ton		

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

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

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

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

Base Rate = \$2.35

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

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

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm using the following formula;

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

Where;

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

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

The fuel index factor will be calculated each;

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

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

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

October and apply to loads delivered between October 1 and December

31.

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

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.

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	6.5
2	6.5
3	9.0

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, 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-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.

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 en-route 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-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
- d) A reserve tree is cut without approval and approved replacement by the Contract Administrator.

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 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 'Trespass and 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-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-120.1 Harvesting Equipment

Forest products harvested under this contract shall be harvested and removed using **conventional, ground-based harvest system**. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- Tree Removal:
 - Trees with a blue or orange band of paint at breast height (DBH) are to be removed. Additionally, for every one tree painted blue, TWO unpainted trees between 8-inch to 12-inch DBH are to be removed outside of orange marked “sample areas”.
 - Trees under 8-inch DBH are generally not marked with blue paint due to their abundance but are to be removed following spacing prioritization: Remove all understory ponderosa pine up to 8” DBH under the dripline or canopy of residual trees.
 - Beyond the dripline of residual trees, residual ponderosa pine under 8-inch DBH will be variably spaced between 15-25 feet between trunks.
 - Remove diseased/poor vigor understory ponderosa pine unless better tree not present.
 - Retain snags over 10" DBH, and all pre-existing down wood except where option to salvage exists.
- Park Infrastructure: Care shall be taken during harvest activities to prevent damage to Park infrastructure. Recreation are located throughout the sale area. Contractor shall make every effort to limit damage to trails. This can be accomplished by crossing trails perpendicularly and in as few places as possible to reasonably accomplish yarding. Contractor shall avoid damaging trail signage, trail-side benches, rock work, and steep sections of trail. Damage to trails is expected and will not be the responsibility of the contractor if perceived to be acting in good faith to avoid damage. Repair of any damage to park infrastructure and excessive damage to park roads or trails will be the responsibility of the contractor.
- Weeds: Contractor shall ensure equipment is free of soil/debris prior to entering the site to minimize the risk of introducing noxious weeds.
- Roads Maintenance and Hauling Restrictions: Contractor shall have the right to use all roads on the designated haul route identified in the timber sale map (Schedule B) to accomplish their activities. No new roads will be built. All roads must be returned to pre-work condition or better at the completion of operations. Hauling of material

may be done Monday through Friday from 5:00 am to 7:00 pm unless authorized in writing by Contract Administrator.

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

H-150.1 Required Removal of Forest Products

Contractor shall remove from the sale area, present for scaling and deliver to the designated purchaser locations specified in the G-022.1 clause unless directed otherwise by the Contract Administrator:

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.

H-230.1 Tops and Limbs Outside the Sale Boundary

Tops and limbs outside the sale boundary as a result of Contractor's operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

H-250 Additional Falling Requirements

Within all units, all non-merchantable hardwood stems 2 inches DBH or 10 feet tall, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

Section C: Construction and Maintenance

C-040.1 Road Plan

No new road construction is needed. However, beyond pre-haul and post-haul maintenance, it is anticipated that areas on the existing park road system may need improvement in order to facilitate hauling and equipment use. Potential harvesters are highly encouraged to assess the current road conditions within the park.

Necessary road improvement may involve filling tank-traps, moving rocks (no larger than 4'x4') previously set as barricades, and temporarily moving an ecology block.

The above-mentioned scope of road improvement is not guaranteed. Current (pre-harvest) road conditions within the park are satisfactory for their intended purposes (park staff access and public recreation). Any improvements deemed necessary by harvester must be approved by Contract administrator in writing.

See Road Plan for additional details.

C-055.1 Contractor Additional Road Maintenance and Repair

On all park roads used for harvest operations, Contractor shall perform additional road maintenance or repair work as directed by the Contract Administrator. All additional road maintenance or repair work completed by the Contractor shall be paid for as outlined in clause P-033.1.

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 included in clause C050.1 and C-055.1. The Contractor shall furnish a statement, in a form satisfactory to

the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-090 Landing Location

Landing locations shall be marked by the Contractor and approved by the Contract Administrator prior to construction.

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-050 Cessation of Operations for Low Humidity

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

S-060.1 Pump Truck or Pump Trailer

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

S-070.1 Water Supply

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

S-100 Stream Cleanout

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

S-130.1 Hazardous Materials

a) Hazardous Materials and Waste - Regulatory Compliance

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

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, the Contractor is responsible for notifying the following:

Appropriate Department of Ecology regional office (contact information below).
Contract Administrator

ECY - Northwest Region: 1-425-649-7000 (Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

ECY - Southwest Region: 1-360-407-6300 (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

ECY - Central Region: 1-509-575-2490 (Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

ECY - Eastern Region: 1-509-329-3400 (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties) S-131.1 Refuse Disposal As required by RCW 70.93, All Contractor generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-010.1 Liquidated Damages

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

D-015.1 Damages for Delivered Mis-sorted Logs

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

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

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

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

Mis-manufactured log or pole volume will be considered on a per load basis. When mis-manufactured logs or poles amount to more than 5% of a load's total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load of mis-manufactured logs or \$300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

D-022.1 Damages for Failure to Begin Product Deliveries

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

D-023.1 Damages for Failure to Remove Forest Products

Contractor's failure to remove all of the forest products specified prior to the expiration of the contract operating authority results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. The Contractor's failure to perform disrupts the State's management plans in the project area, the actual cost of which is difficult to assess. A re-offering of the contract involves additional time and expense and is not an adequate remedy. Therefore, the

Contractor agrees to accept a reduction of the amount due for harvesting services from the State in the amount calculated according to the following guidelines:

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

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

D-024.1 Damages for Excessive Timber Breakage

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

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

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

D-030.1 Inadequate Log Accountability

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

For these reasons, Contractor's payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches:

a sum of \$100.00 each time a load of logs does not have branding as required in the contract,

\$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations,

\$250.00 each time a load is weighed or scaled at a facility not approved as required by the contract,

and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official,

and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-041.1 Reserve Tree Excessive Damage

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. The State agrees to pay for and the Contractor agrees to provide timber harvesting, road construction, weighing and/or scaling, and hauling services as specified under the terms of this Harvesting Services Contract.

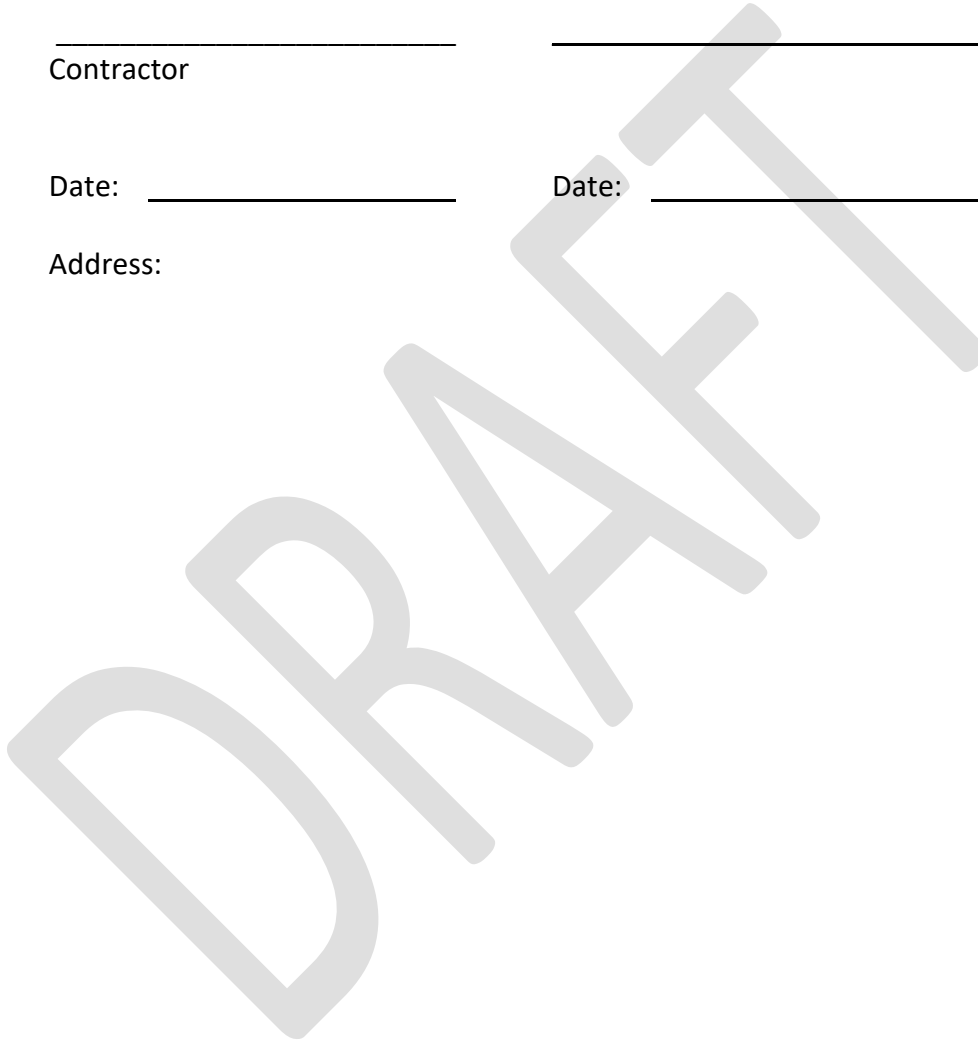
WASHINGTON STATE
PARKS AND RECREATION COMMISSION

Contractor

Date: _____

Date: _____

Address:



DRAFT

Schedule A
Thinning Prescription

Thinning Prescription

Trees with a blue or orange band of paint at breast height (DBH) are to be removed. Additionally, for every one tree painted blue, two unpainted trees between 8-inch to 12-inch DBH are to be removed outside of orange marked "sample areas". Trees under 8-inch DBH are generally not marked with blue paint due to their abundance but are to be removed following spacing prioritization: Remove all ponderosa pine at or under 8-inch DBH from beneath dripline or canopy of residual trees. Beyond the dripline of residual trees, residual ponderosa pine under 8-inch DBH will be variably spaced between 15-25 feet between trunks. Ponderosa pine under 8-inch DBH with less than 20% live crown and should be prioritized for removal over trees with more than 20% live crown.

The purchaser shall not deviate from the requirements set forth in this schedule without prior written approval by the CA.



**Forest Practices Application/Notification
Office Checklist Page 1
NORTHEAST REGION**

FPA/N #: 3025422
 Received Date: 10/26/21
 Completed Date: 10/26/21
 WDFW Concurrence Due Date: _____
 WDFW Concurrence Review Completed: _____
 Comments Due Date: 11/9/21
 Decision Due Date: 11/25/21
 FP Forester: DJ Greene
 Shutdown Zone: 686
 RMAP #: R2700554

FPA/N CLASSIFICATION: <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IVG <input checked="" type="checkbox"/> IVS		Biomass <input type="checkbox"/>	FFFPP <input type="checkbox"/>	20-acre exempt <input type="checkbox"/>
Landowner Name:	WA State Parks & Rec Comission	Project Name:	Fisk Property Thinning	
WRIA:	Lower Spokane	WAU:	Lower Long Lake	
WRIA:	N/A	WAU:	N/A	
WRIA:	N/A	WAU:	N/A	
Legal Description:	14, 23-27-40	County:	Spokane	
Activity Type:	Harvest 287 ac	Stream Crossing(s)	Rock Pit	ac
	Road Construction ft	Road Abandonment	ft	Spoils cy

ALTERNATIVE PRESCRIPTIONS

- Ten-Year Forest Management Plan
- Columbia River Gorge National Scenic Area
- Habitat Conservation Plan
- Alternate Plan
- Cooperative Habitat Enhancement Agreement
- Watershed Analysis:

RESOURCE REVIEW

- Unstable Slopes Q10
- Rain-on-Snow
- Wetland Forested, A, B
- In WMZ of A, or B Wetland
- In RMZ/ELZ of Type S, F, N
- Water Verification Needed
- In or Over Typed Water S, F, N
- Group A or B Water Supply
- Soils Map
- Highly Erodible
- Very Unstable
- SLPSTAB
- Landslide Inventory Polygon
- Hydric Soils
- Potential Avalanche Area
- High Avalanche Hazard Area
- Bull Trout Overlay
- HCP Bull Trout Population
- Bald Eagle nest or roost within 660 feet
- Volume greater than 5 mbf per acre
- Even-Aged Harvest greater than 120 Acres
- Slopes greater than 40% ()
- Road Construction on Slopes greater than 65%
- Site Class 3

ASSOCIATED NON-SCANNED DOCUMENTS - On file with FPA/N at the Region Office

- SEPA Checklist/Documents

ASSOCIATED SCANNED DOCUMENTS

- Qualified Expert Report; Type: _____
- FPBM Appendix(s) _____
- WTM Form# NE-54-20-0084
- Shade Documentation (Stream Shade Assessment Worksheet)
- Slope Stability Informational Form
- Small Landowner RMAP Checklist
- Conversion Option Harvest Plan
- Hardwood Conversion Form
- Natural Regeneration Plan
- DFC Printout
- Shoreline Permit
- CMZ Assessment Form
- FPHP Plans & Specifications
- Water Classification Worksheet
- Watershed Analysis Worksheet
- Water Protocol Surveys
- Wetland Mitigation Plan
- EARR Tax Credit Yes No

ADDITIONAL COMMENTS:

- Call prior to site visit

- ICN SWO NTC
- Previous FPA 3025170
- Adjacent FPA _____
- Priority Habitat/Species WHITETAIL, MULE DEER, ELK

Form Completed by **AP**



For DNR Region Office Use Only	
FPA/N #:	== 3025422
Region:	NE
Received Date:	10/26/21

Forest Practices Application/Notification Eastern Washington

Project Name: _____

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER Washington State Parks and Recreation Commission	Legal Name of TIMBER OWNER <input checked="" type="checkbox"/> Same as Landowner	Legal Name of OPERATOR <input type="checkbox"/> Same as Landowner
Mailing Address: 1111 Israel Road S.W	Mailing Address:	Mailing Address:
City, State, Zip: Olympia, WA 98504-2650	City, State, Zip:	City, State, Zip:
Phone: 509-863-6713 zach.stamand@parks.wa.gov Email:	Phone: Email:	Phone: Email:

2. Contact Person

Contact Person: Zach St. Amand	Phone: 509-863-6713 Email: zach.stamand@parks.wa.gov
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3. Are you converting any portion of the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

4. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

800-888-888

Contact the Department of Revenue at 1-800-548-8829 for tax reporting information or to obtain a number.

a. Are you eligible for EARR Tax Credit? No Yes

5. Are you a small forest landowner per RCW 76.09.450? See instructions

No Yes If yes, **check all that apply**. If no, skip to Question 6.

- My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.
- My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
- I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
- I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
- I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.

6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

7. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County
14	27N	40	E	07140.9001	Spokane
23	27N	40	E	07232.9002	Spokane

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

No Yes If you made any contacts, please provide information in Question 28.

9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

No Is a Small Forest Landowner RMAP Checklist required (see instructions)? No Yes

Yes Enter your RMAP number: R2700554

Is this FPA/N for work that is included in this approved RMAP? No Yes

10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

No Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

11. Is this Forest Practices Application/Notification (answer every question):

- a. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years.
Not everyone qualifies for a multi-year permit. See instructions for details.
- b. No Yes An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.
- c. No Yes For a funded Forest Family Fish Passage Program project?
- d. No Yes Within an urban growth area (UGA)? If yes, see instructions for additional required documents.
- e. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.
Park name: Fisk Property State Park
- f. No Yes Within 500 feet of a public park? Park name: Fisk Property State Park
- g. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- h. No Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water?
If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- i. No Yes Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

You are required to verify all waters within 130 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

******* If not working in or over typed Waters, skip to Question 16 *******

Prior to answering Questions 12-15 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?

13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (bridge, ford/equipment crossing**, punchon/fill, arch, pipe arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	Is this an RMAP Project?

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

**Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**	PROVIDE DETAILS IN QUESTION 14			
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

** Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

18. If operating within 200 feet of a wetland not associated with a Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many Acres will be drained?	How many Acres will be filled?

***** If not harvesting or salvaging timber, skip to Question 27 *****

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on your Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y or N)	Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Salvage Volume to be Harvested (%)	Estimated Number of Trees per acre Remaining after Harvest		Steepest Slope In <small>Upland Forest</small>
								Less than 10" dbh	Greater than or equal to 10" dbh	
1	Uneven-aged	N	rubber tired skidder, shovel, forwarder	103	272			100	50	15
2	Uneven-aged	N	rubber tired skidder, shovel, forwarder	42	84			100	50	35
3	Uneven-aged	N	rubber tired skidder, shovel, forwarder	142	353			100	50	30

20. Reforestation. Check all that apply:

- Planting. Tree Species: _____
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
- I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 150 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
 - Road right-of-way or rock pit development harvest only.

**** Do you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 ****

21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

- No Skip to Question 25.
- Yes Continue to Question 22. See instructions for qualifications and information.

22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington.
- b. ONE OR MORE of the following apply to me and/or my land (check all that apply):
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).
- Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

23. If harvesting within 345 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Segment Length (feet)	Adjacent Harvest Type (partial cut or other)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

- No Skip to Question 27.
- Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 130 feet of any of Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include stand information for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on your Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Site Class (I-V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

27. How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)

Harvest/Salvage Boundaries: Pink flagging

Clumped Wildlife Reserve Trees/Green Recruitment Trees: Pink and orange cardboard flashers

Right-of-Way Limits/Road Centerlines: _____

Stream Crossing Work: _____

Riparian Management Zone Boundaries and Leave/Take Trees: _____

Channel Migration Zone: _____

Wetland Management Zone Boundaries and Leave/Take Trees: _____

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include recommended mitigation measures from a geotechnical memo, letter, or report.

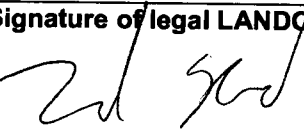
Washington State Parks is conducting a commercial thinning on the Fisk Property State Park, a 680-acre satellite property of Riverside State Park. This primary purpose of this thinning is to reduce wildfire fuel loads and return the forest to a more resilient and historic condition.

Existing roads will be used for harvesting operations.

29. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert any portion of the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

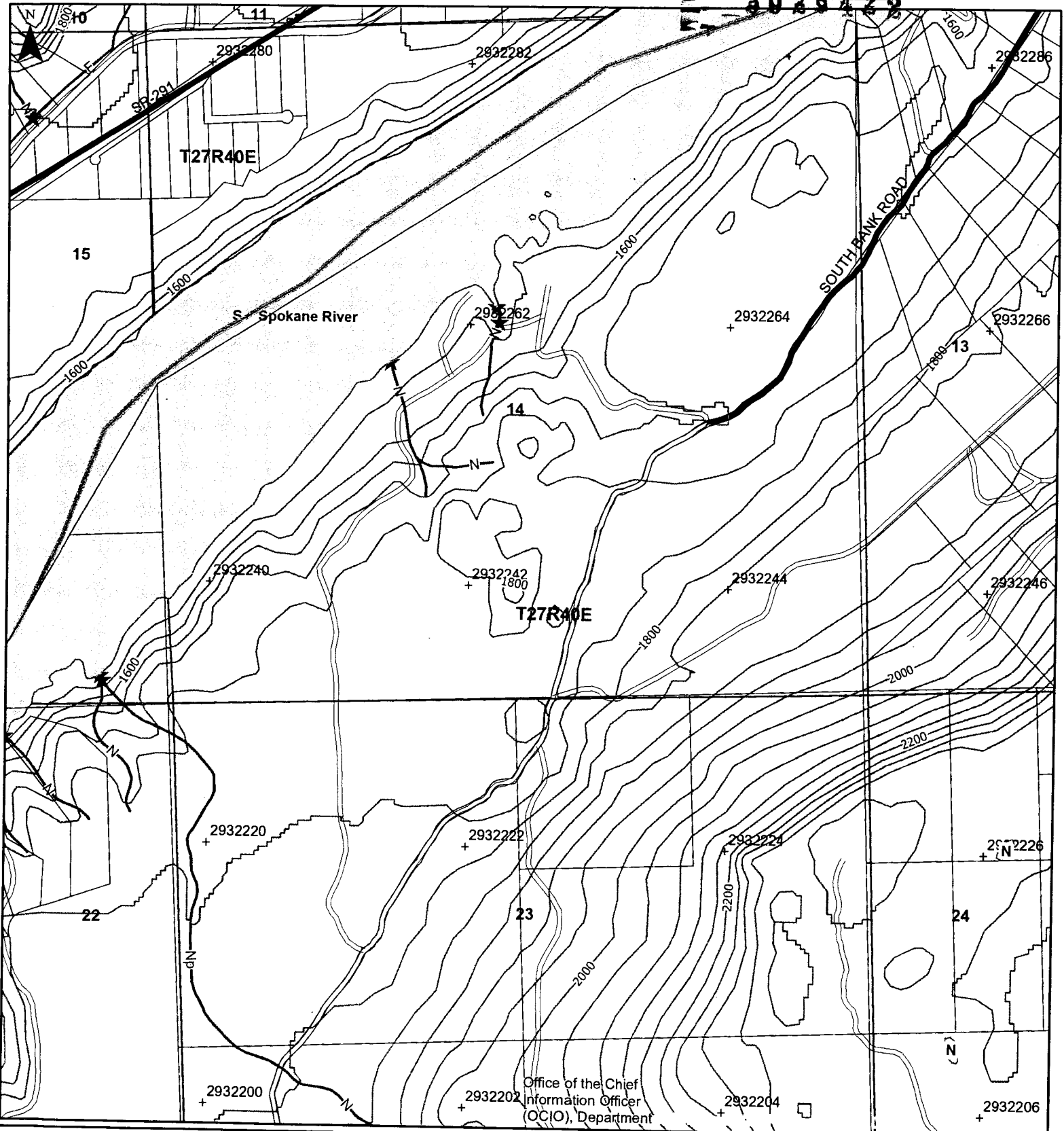
Signature of legal LANDOWNER	Signature of legal TIMBER OWNER* <i>(If different than landowner)</i>	Signature of legal OPERATOR <i>(If different than landowner)</i>
 Print Name: Zechariah St. Amand Date: 10/26/2021	 Print Name: Date:	 Print Name: Date:

** NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.*

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

Forest Practices Activity Map - Application

3025422



Map Symbols	
	Harvest Boundary
	Road Construction
	Stream
	RMZ / WMZ Buffers
	Rock Pit
	Landing
	Waste Area
	Clumped WRTS/GRTS
	Existing Structure

Additional Information

Office of the Chief Information Officer (OCIO), Department

Legal Description

S14 T27.0N R40.0E, S23 T27.0N R40.0E

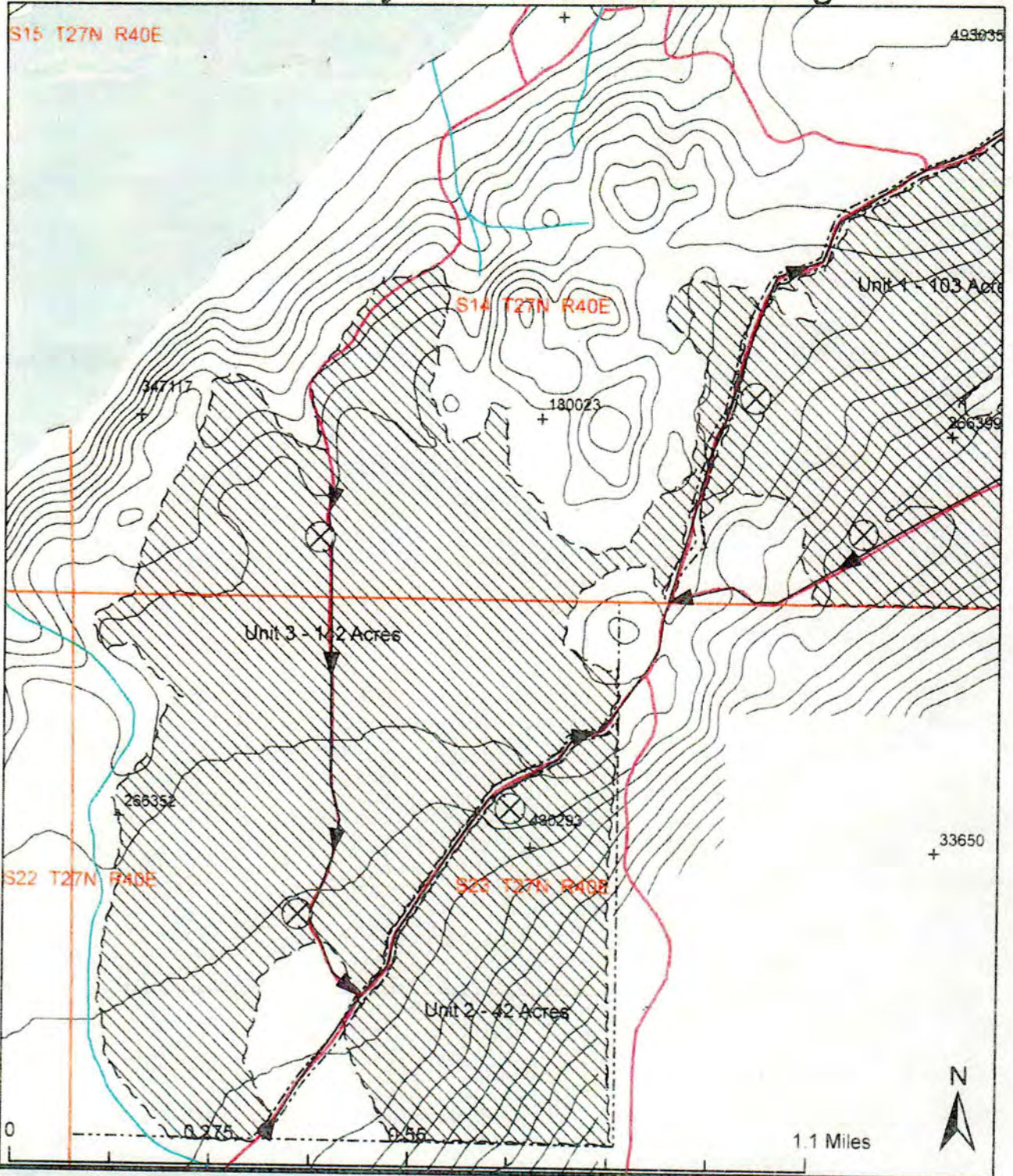


Extreme care was used during the compilation of this map to ensure its accuracy. However, due to changes in data and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and therefore, there are no warranties that accompany this material.

0 0.25 Miles

Date: 7/14/2021 Time: 3:00:10 PM

Fisk Property Forest Health Thinning



Legend

➤ Haul Route

▨ Fisk_FH_Commercial_Units

DNR_Hydrography_-_Water_Bodies_-_Forest_Practices_Regulation

— DNR_Hydrography_-_Watercourses_-_Forest_Practices_Regulation

▨ Wetlands_-_Forests_Practices_Regulation

+ Master_2000_Tics

— WADNR_Active_Roads

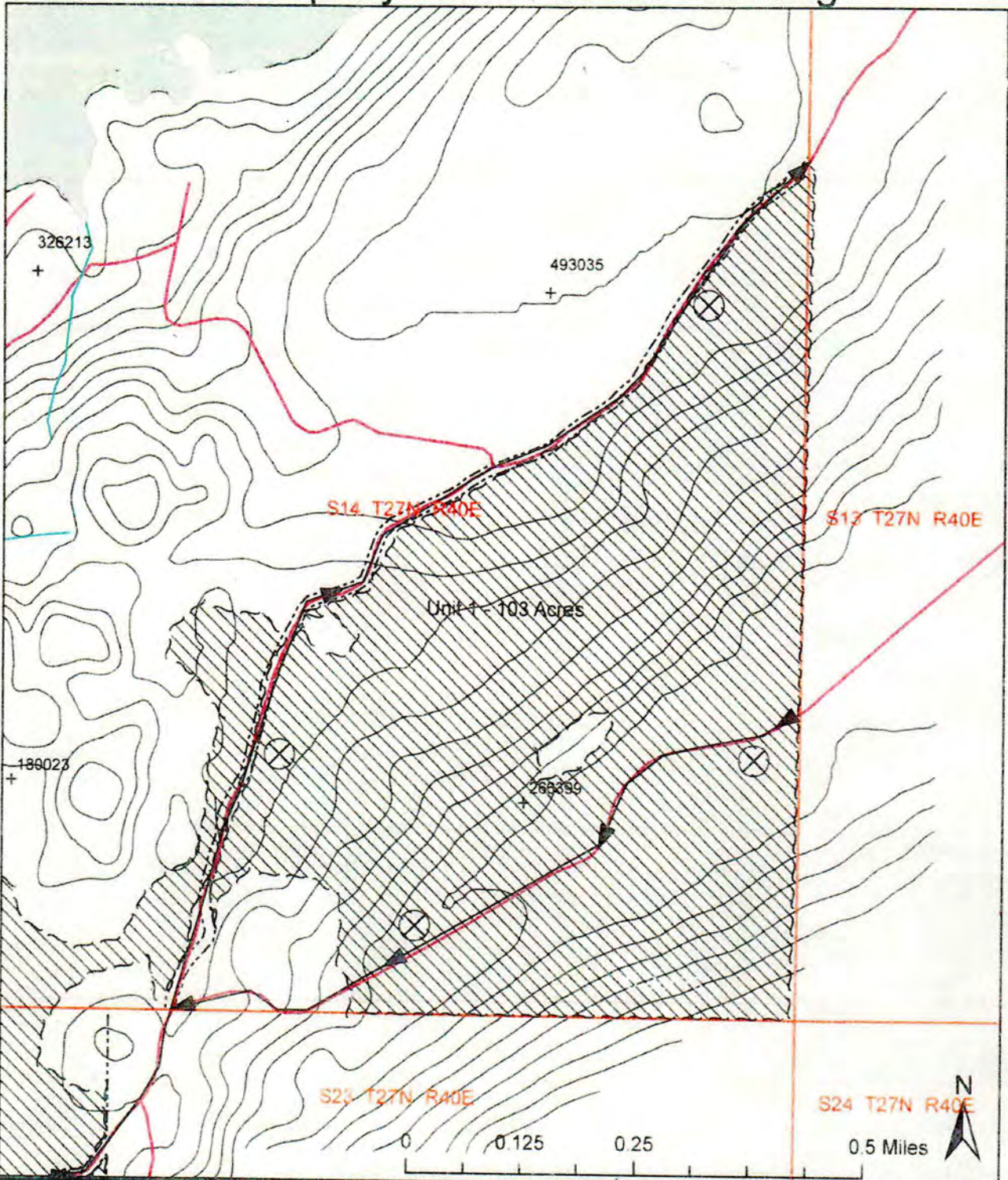
— SecTwpRng

— Contours20ft

- - - Park Boundaries

⊗ Possible Landing

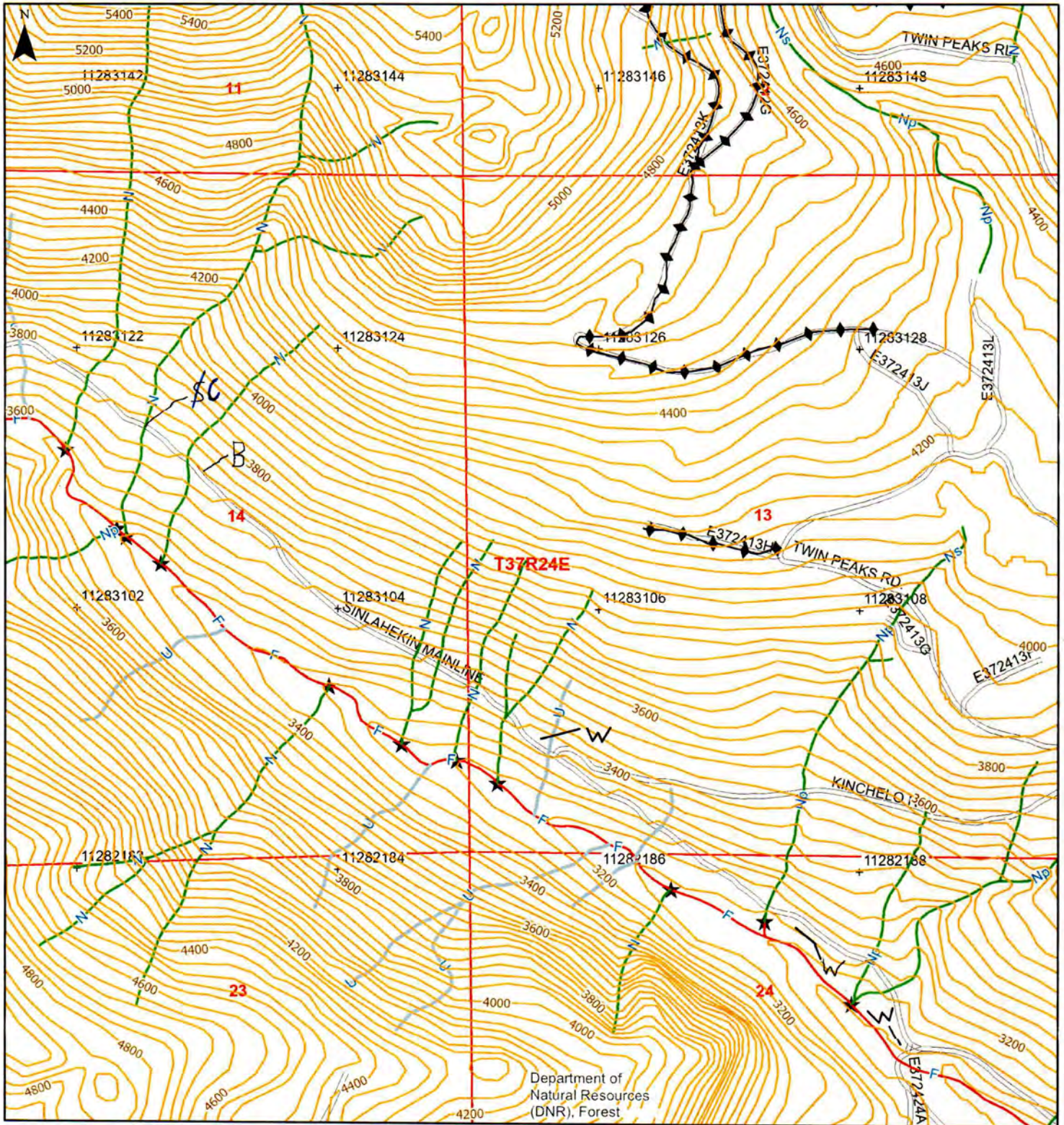
Fisk Property Forest Health Thinning



Legend

Haul Route	WADNR_Active_Roads
Fisk_FH_Commercial_Units	SecTwpRng
DNR_Hydrography_-_Water_Bodies_-_Forest_Practices_Regulation	Contours20ft
DNR_Hydrography_-_Watercourses_-_Forest_Practices_Regulation	Park Boundaries
Wetlands_-_Forests_Practices_Regulation	Possible Landing
Master_2000_Tics	

Forest Practices Activity Map - Application # 3025420



Department of Natural Resources (DNR), Forest

Map Symbols	Additional Information	Legal Description
<ul style="list-style-type: none"> Harvest Boundary Road Construction Stream RMZ / WMZ Buffers Rock Pit Landing Waste Area Clumped WRTS/GRTS Existing Structure 	<p>S Culvert Installation Site</p> <p>B-Borrow</p> <p>*Waste material will be wasted at any of the proposed waste area, as well as in the road prism.</p>	<p>S14 T37.0N R24.0E</p>
<p>WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES</p>	<p>Extreme care was used during the compilation of this map to ensure its accuracy. However, due to changes in data and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and therefore, there are no warranties that accompany this material.</p>	<p>0 0.25 Miles</p> <p>Date: 10/18/2021 Time: 11:49:49 AM</p>



Forest Practices Application/Notification Notice of Decision

FPA/N No: 3025422

Effective Date: 11/18/2021

Expiration Date: 11/18/2024

Shut Down Zone: 686

EARR Tax Credit: Eligible Non-eligible
WA State Parks & Rec Commission

Reference: "Fisk Property Thinning"
14, 23-27-40

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

APPROVED WITH NO CONDITIONS

Issued By: DJ Greene

Region: Northeast

Title: Forest Practices Forester

Date: 11/18/2021

Copies to: Landowner, Timber Owner Operator

Issued in person: Landowner Timber Owner Operator

By: _____

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 Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 225 S Silke Road Colville, WA 99114

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eluho.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.

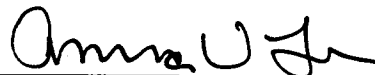
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Affidavit of Mailing

On this day 11/18/2021, I placed in the United States mail at Colville, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA #3025422

Anna V. Fox

(Printed Name)



(Signature)



WASHINGTON STATE PARKS

FISK PROPERTY FHT CONTRACT HARVEST ROAD PLAN
SPOKANE COUNTY
FISK PROPERTY

AGREEMENT NO.: SC 123-499
RFP NO.: 123-499

FORESTER: ZACH ST. AMAND

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. Roads included in the scope of this plan are shown on the attached Fisk Road Plan Map

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
R1*	70+50'	Pre-Haul/Post-Haul Maint.
R2*	23+80'	Pre-Haul/Post-Haul Maint.
R3*	24+80'	Pre-Haul/Post-Haul Maint.

Additional Details

Beyond standard Pre-Haul maintenance, road work may include, but is not limited to:

- R1 stations 19+20' to 23+20' contains some 12"+ submerged rocks in road prism. Blading or rock placement may be needed.
- R1 stations 29+20' to 30+40' contains a large (50'Lx12'W) depression that often fills with 2' depth water in wet seasons. Fabric placement, rock placement, and compaction may be needed. There are several other depressions on R1 that may need rock in wet conditions.
- R2 stations 0+00' to 7+00' contains a grade that may need widening and rock placement.
- R3 contains a 10'Lx10W'x5'D pit in the road prism that will need filled in. Fill material is adjacent to pit.

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Landing Spurs	6+00'	Construction
Landing Spurs	6+00'	Abandonment

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Landing Spurs (7)	6+00'	Construction

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
N/A		

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>
N/A		

0-7 POST-HAUL MAINTENANCE

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

0-8 CLOSURE

This project includes road closure listed in Clause 9-15 ROAD CLOSURE.

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

0-10 ABANDONMENT

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

SECTION 1 – GENERAL

1-1 ROADS ELIGIBLE FOR USE

Only those State Park roads identified in the road plan are eligible for use by the Purchaser. Purchaser may request use of additional roads in writing to the Contract Administrator. Use of roads not identified in the road plan are subject to all conditions of the Road Plan and are made available to the Purchaser “as-is” at the sole discretion of the Contract Administrator.

1-2 ROAD PLAN CHANGES

If the Purchaser 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, Purchaser shall obtain approval from the State for any submitted plan that changes the scope of work or environmental condition from the original road plan.

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 consecutive days. Construction may not close the following roads for more than the specified number of days.

<u>Road</u>	<u>Number of Allowable Closed Days</u>
N/A	

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser 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.

1-11 HPA REQUIREMENTS

The following work is subject to requirements under a Hydraulics Project Approval (HPA) issued by the State of Washington.

<u>Road</u>	<u>Stations</u>	<u>Work Type</u>
N/A		

<SUBSECTION ROAD MARKING>

<SUBSECTION TIMING>

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

<u>Road</u>	<u>Stations</u>	<u><Comments></u> <u><Date></u>
All Roads	119+10'	Prior to Start of Harvest Activities

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any activities not associated with harvest operations without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
None	

<SUBSECTION RESTRICTIONS>

1-25 ACTIVITY TIMING RESTRICTION

On the following road(s), the operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
None	

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

<u><Road></u>	<u><Stations></u>	<u>Activity</u>	<u>Closure Period</u>
None			

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220 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 access 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, Purchaser shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Purchaser shall protect the work from damage or deterioration.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

Purchaser 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 – PURCHASER MAINTENANCE

Purchaser shall perform maintenance on roads listed in Contract Clause C-050 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain <the following> road(s) in a condition that will allow the passage of light administrative vehicles.

<u>Road</u>	<u>Stations</u>
R1	70+50'

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface as needed or as required by the Contract Administrator. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
None		

2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>
None	

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before log haul begins and as part of the final maintenance. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>
R1	As Needed

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

<SUBSECTION BRUSHING>

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
All Roads	As Needed

<SUBSECTION CLEARING>

(REMOVED)

<SUBSECTION DECKING>

3-7 RIGHT-OF-WAY DECKING

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

<u>Road</u>	<u>Stations</u>
None	

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees unless approved by the Contract Administrator.
- Within 200 feet of power lines.

<SUBSECTION ORGANIC DEBRIS>

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the brushing area as shown on the BRUSHING DETAIL.

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before the contract termination date.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

On the following road(s) Purchaser shall scatter organic debris in natural openings on the side of the road as directed by the Contract Administrator. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
None		

<SUBSECTION PILE>

3-31 PILING

Purchaser shall pile organic debris at landing sites no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil.

SECTION 4 – EXCAVATION

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

On the following road(s), Purchaser shall construct ditchouts as needed and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right.

<u>Road</u>	<u>Stations</u>	<u><L or R></u>
All Roads	As Needed	

<SUBSECTION SHAPING>

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

<SUBSECTION CULVERTS>

5-5 CULVERTS

N/A

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters if deemed necessary by the Contract Administrator.

Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. No placement by end dumping or dropping of rock is allowed

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet must be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Rock used for headwalls must be approved by the Contract Administrator. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins.

SUBSECTION SURFACE DRAINAGE

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as directed by the Contract Administrator. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as directed by the Contract Administrator. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred (drivable or non-drivable) at the discretion of the Contract Administrator by November 1. Purchaser shall construct waterbars at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

<SUBSECTION DUST ABATEMENT>

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement <on the following roads> <as directed by the Contract Administrator>.

<u>Road</u>	<u>Stations</u>
All Roads	As Needed

SUBSECTION REVEGETATION

8-15 REVEGETATION

On the following road(s), Purchaser shall spread certified seed mixture previously approved by State Parks on all exposed soils resulting from road work activities as directed by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Comments</u>
All Roads and Landings to be Abandoned		20/acre	See 8-25	See 8-25

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

8-16 REVEGETATION SUPPLY

*The Purchaser shall provide the seed mixture as specified by the Contract Administrator.

8-17 REVEGETATION TIMING

On the following roads, Harvester shall revegetate as authorized in writing by the Contract Administrator.

SUBSECTION SEED AND MULCH

8-25 GRASS SEED

Harvester shall evenly spread the seed mixture listed below on all exposed soil as specified by the Contract Administrator at a rate of **20 pounds per acre with an estimation of 3 acres in total** of exposed soil including all abandonments and landings. Grass seed must meet the following specifications:

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

5. Seed must conform to the following mixture <unless a comparable mix is approved in writing by the Contract Administrator>.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u><Minimum % germination></u>
Mountain Brome	30%	90%
Blue Wildrye	20%	90%
Idaho Fescue	20%	90%
Bluebunch Wheatgrass	10%	90%
Praire Junegrass	10%	90%
Sandberg Bluegrass	10%	90%

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

9-1 EARTH BARRICADES

Purchaser shall construct barricades in accordance with the EARTH BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
None	

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u><Stations></u>	<u>Additional Requirements</u>
R1	70+50'	Post-Haul Maint.
R2	23+80'	Post-Haul Maint.
R3	24+80'	Post-Haul Maint.

<SUBSECTION CLOSURE

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u><Type></u>	<u><Date></u>
Landing Spurs	6+00'	Light	July 30 th 2023

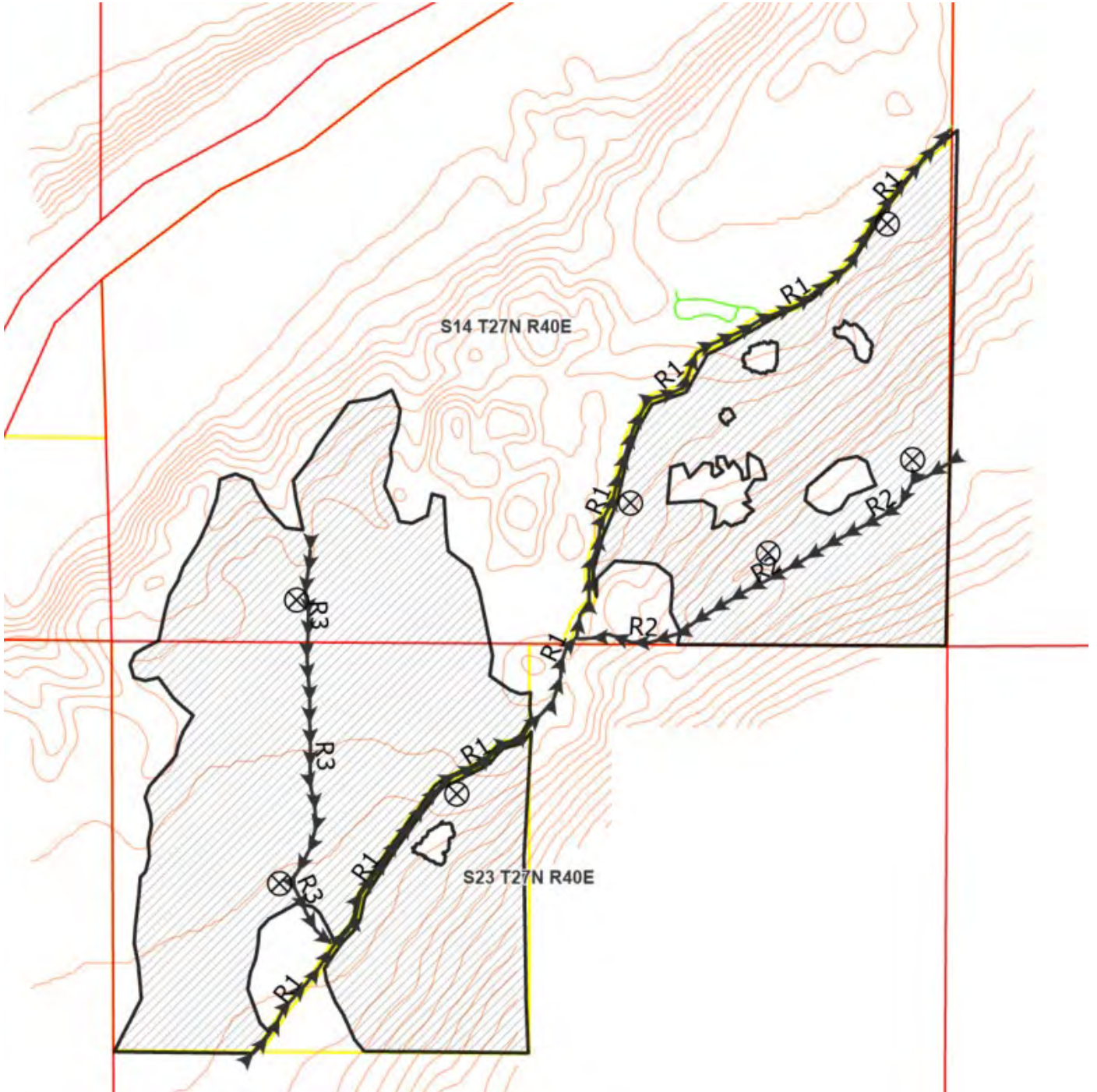
9-22 LIGHT/MEDIUM DECOMMISSIONING AND ABANDONMENT

- Remove road shoulder berms except as directed by Contract Administrator.
- Rip the surface to a minimum depth of <10> inches.
- Construct drivable waterbars according to the attached **DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 500 feet, or as directed by the Contract Administrator
- Construct non-drivable waterbars according to the attached **NON-DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 250 feet, or as directed by the Contract Administrator.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earth barricades in accordance with the attached **EARTH BARRICADE DETAIL**.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 8 inch deep layer of straw.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert removals.
- Scatter woody debris onto abandoned road surfaces.

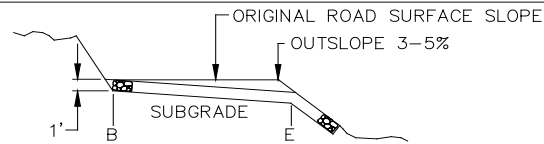
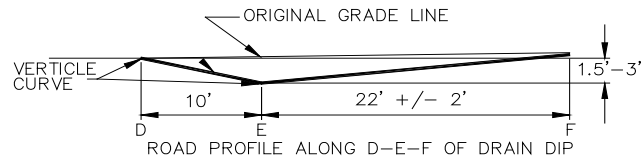
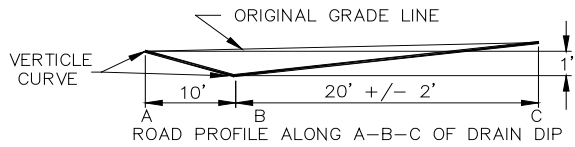
9-24 HEAVY DECOMMISSIONING AND ABANDONMENT

- Fill in ditches.
- Rip the surface to a minimum depth of 10 inches.
- Outslope the surface at a minimum of 30 percent.
- Remove embankments, sidecast fill, and place material into cut-banks and shape banks to conform to the natural ground.
- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars in accordance with the attached **NON-DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.>
- Block roads with earth barricades in accordance with the attached **EARTH BARRICADE DETAIL**.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 8-inch deep layer of straw.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert and puncheon removals, as well as all waste material generated by fill removal that are within 30 feet of excavation limits.
- Scatter woody debris onto abandoned road surfaces.

Road Map

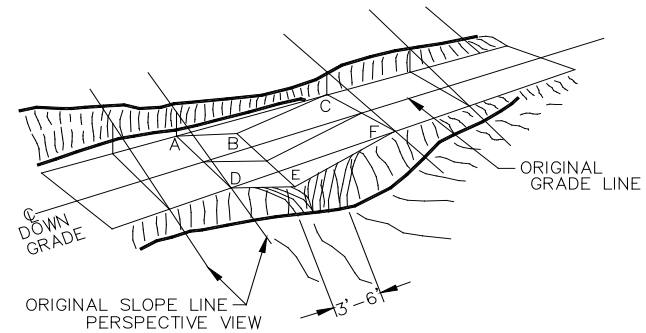


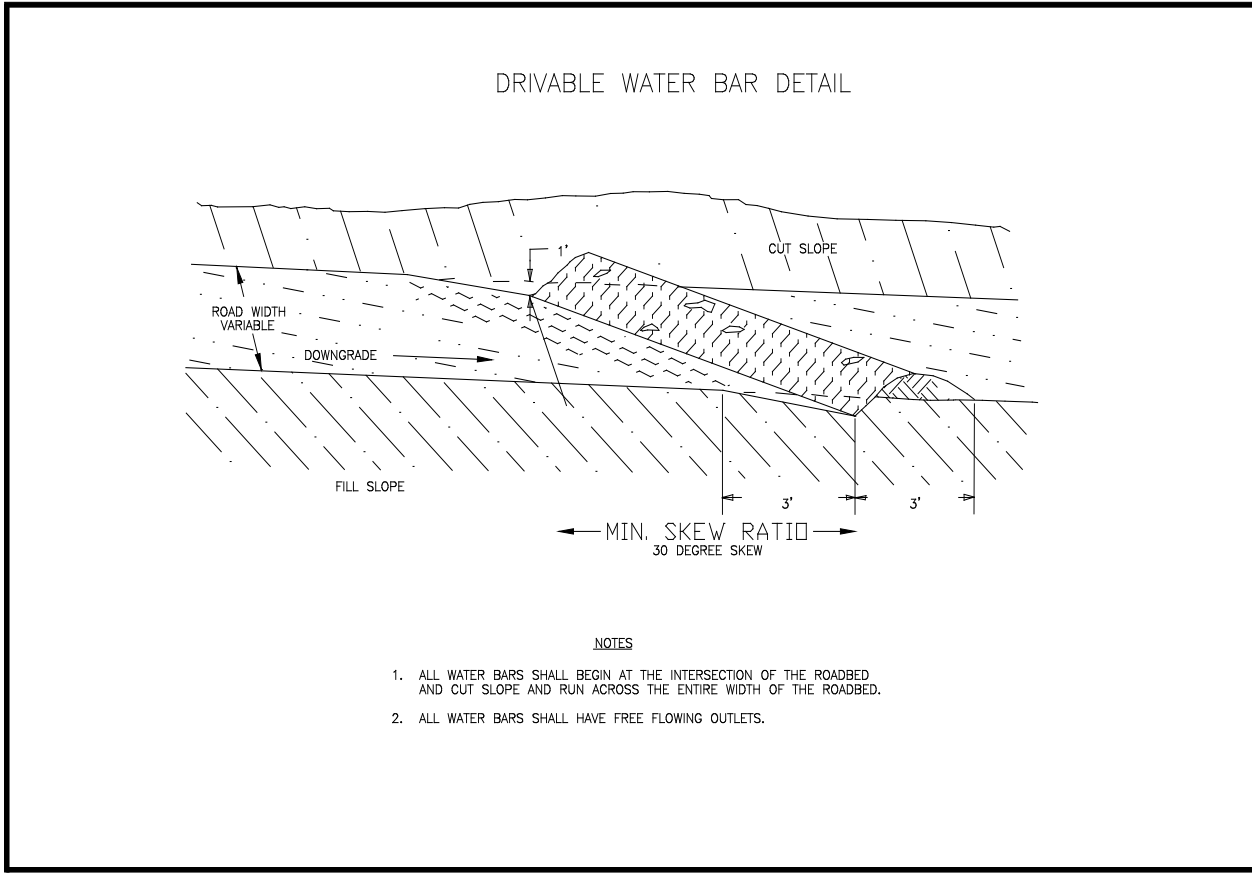
ROLLING DIP DETAIL



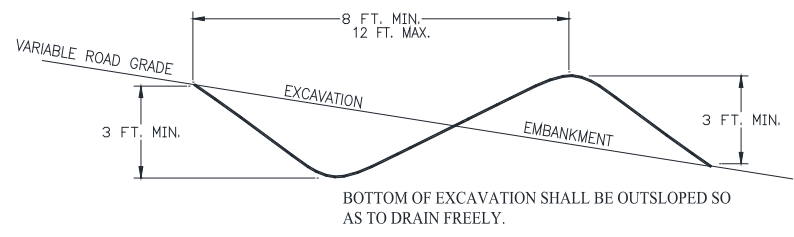
OUTLET OF DIP TO BE CLEAR OF OBSTRUCIONS TO ALLOW WATER TO FLOW FREELY. IF SOILS ARE ERODABLE, TOE OF DIP TO BE ARMORED WITH NATIVE ROCK.

NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP. DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DRAIN FREELY INTO DITCHES OR CULVERT INLETS. WHEN OUTSLOPED, THEY SHALL DRAIN FREELY ONTO NATURAL GROUND. WHERE SOILS ARE ERODABLE, OUTLET SHALL BE ARMORED WITH NATIVE ROCK. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ROAD SURFACE SLOPE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.

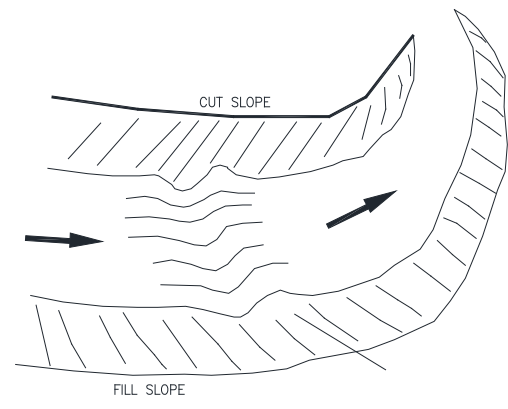




NON-DRIVABLE WATER BAR DETAIL



PROFILE VIEW

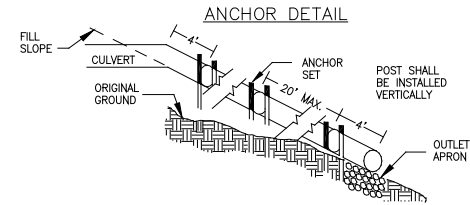
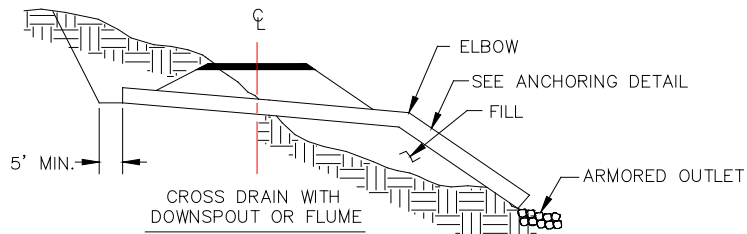
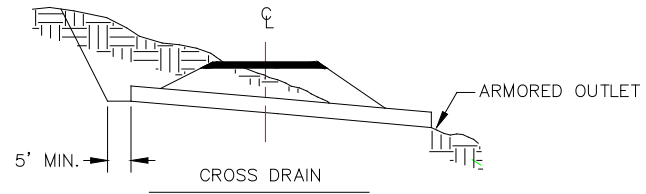
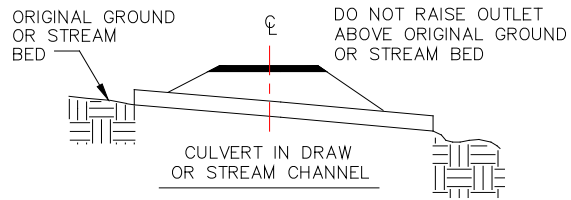


METHOD OF INSTALLATION

BOTTOM OF EXCAVATION SHALL BE OUTSLOPED SO AS TO DRAIN FREELY.

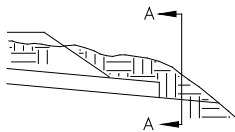
NOTE: EMBANKMENT SIDE OF UNDRIVABLE WATER BAR SHALL BE PLACED IN ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.

CULVERT AND DRAINAGE SPECIFICATION DETAIL

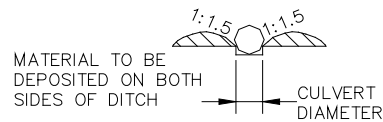


NOTE: MINIMUM COVER OVER CULVERT AT SHOULDER AT INLET SHALL BE 18" OR 1/2 THE CULVERT DIAMETER, WHICHEVER IS GREATER.
CATCH BASINS SHALL BE MINIMUM 5' WIDE BY 6' LONG.
CUT SLOPES AT CATCH BASINS SHALL BE AS SPECIFIED IN CLAUSE 5.1-8.

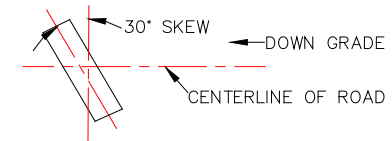
OUTLET DITCH

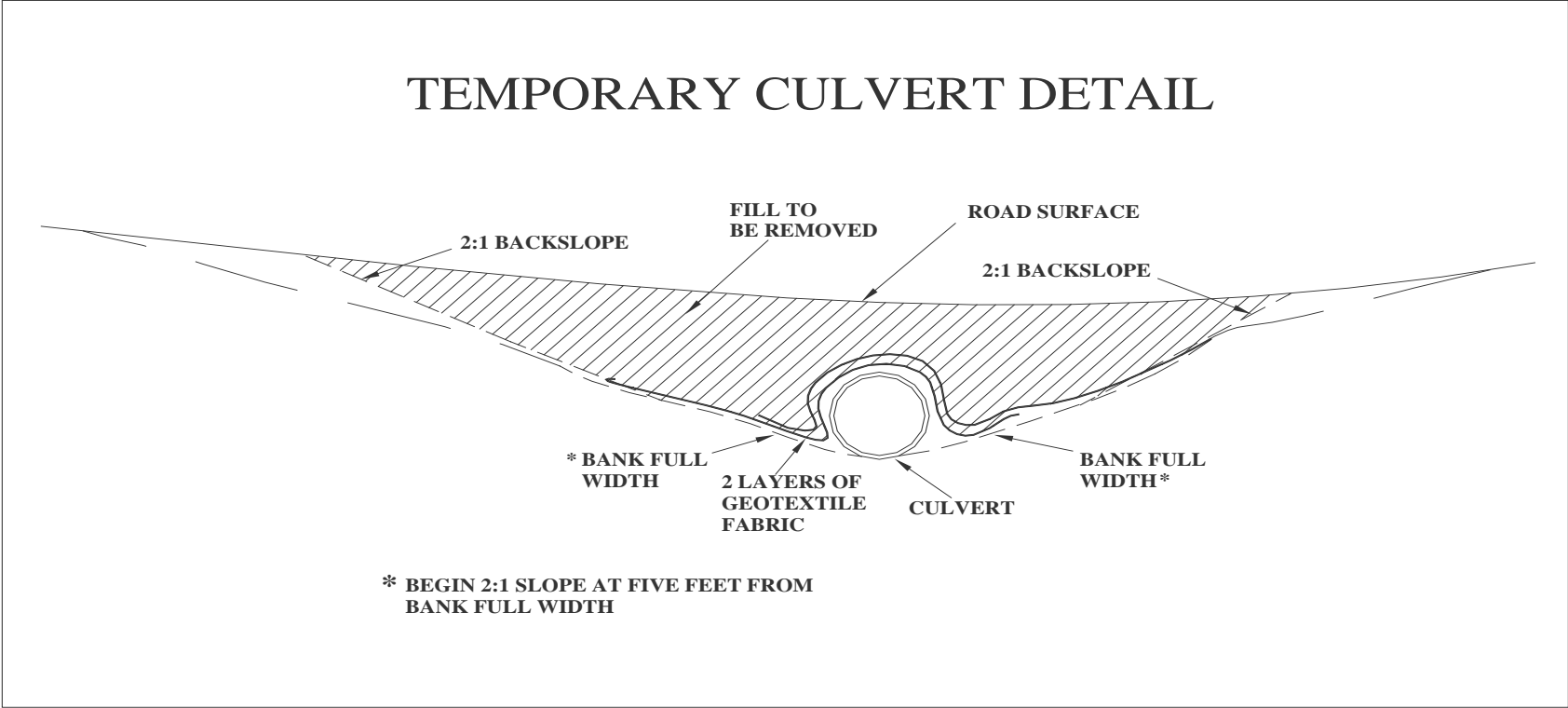


SECTION A-A

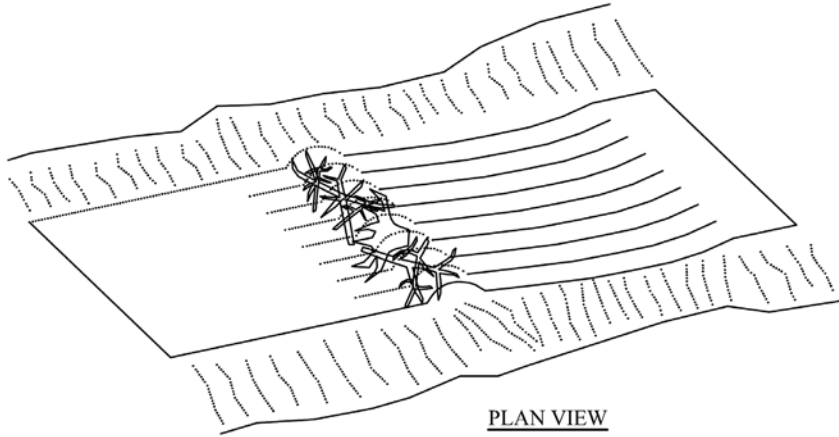


SKEW DIAGRAM





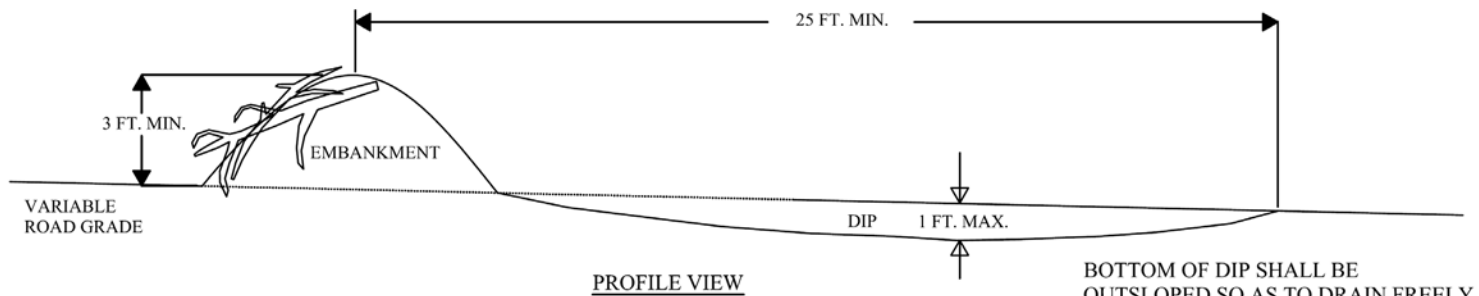
EARTHEN BARRICADE DETAIL



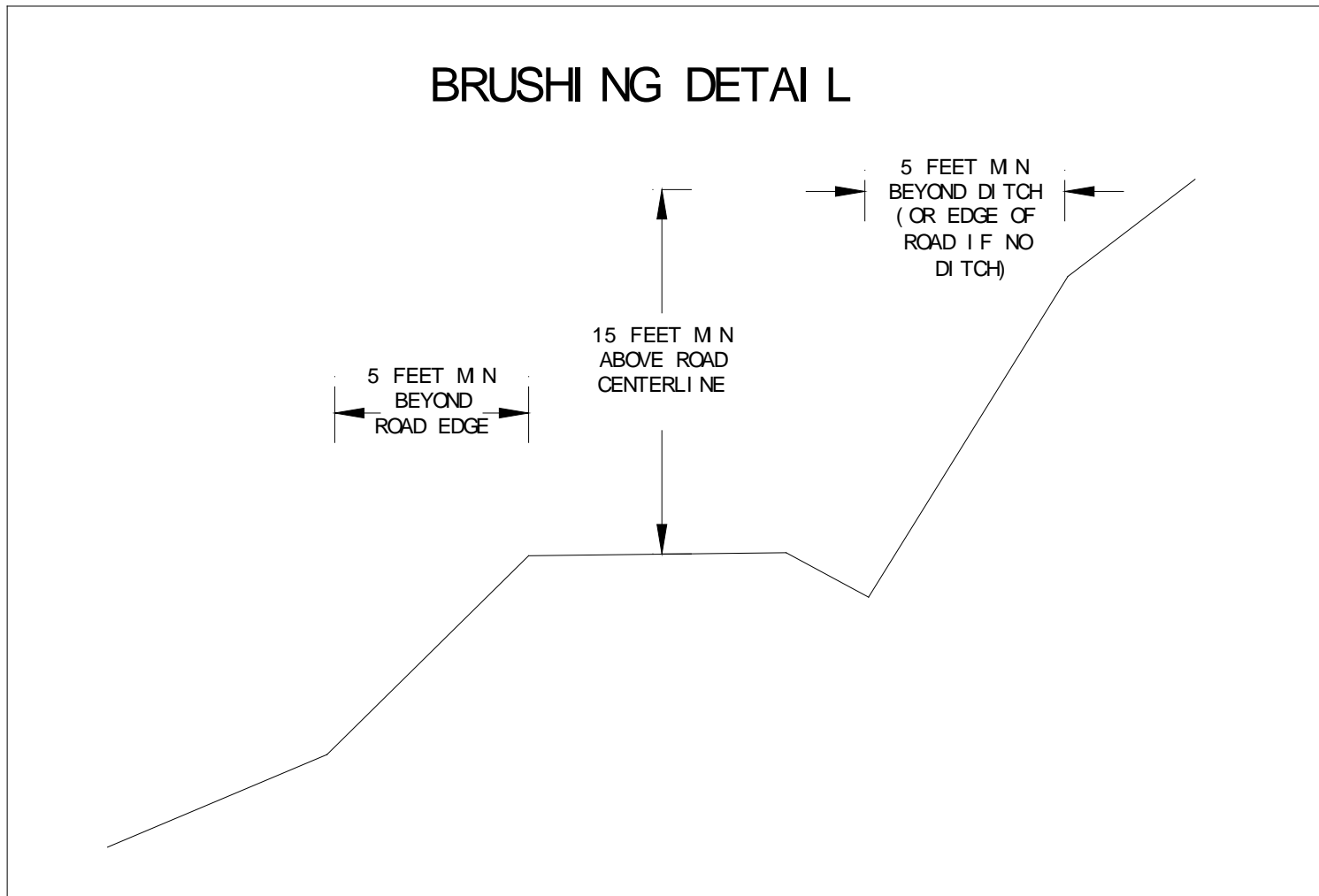
PLAN VIEW

SLASH AND ROOT WADS SHALL BE INCORPORATED IN THE EMBANKMENT SIDE OF THE BARRICADE.

NOTE: EMBANKMENT SIDE OF BARRICADE SHALL BE PLACED ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.



PROFILE VIEW



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Surface

- Grade and shape road surfaces, turnouts, and shoulders to the original shape to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope.
- 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 as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.

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.

Preventative Maintenance

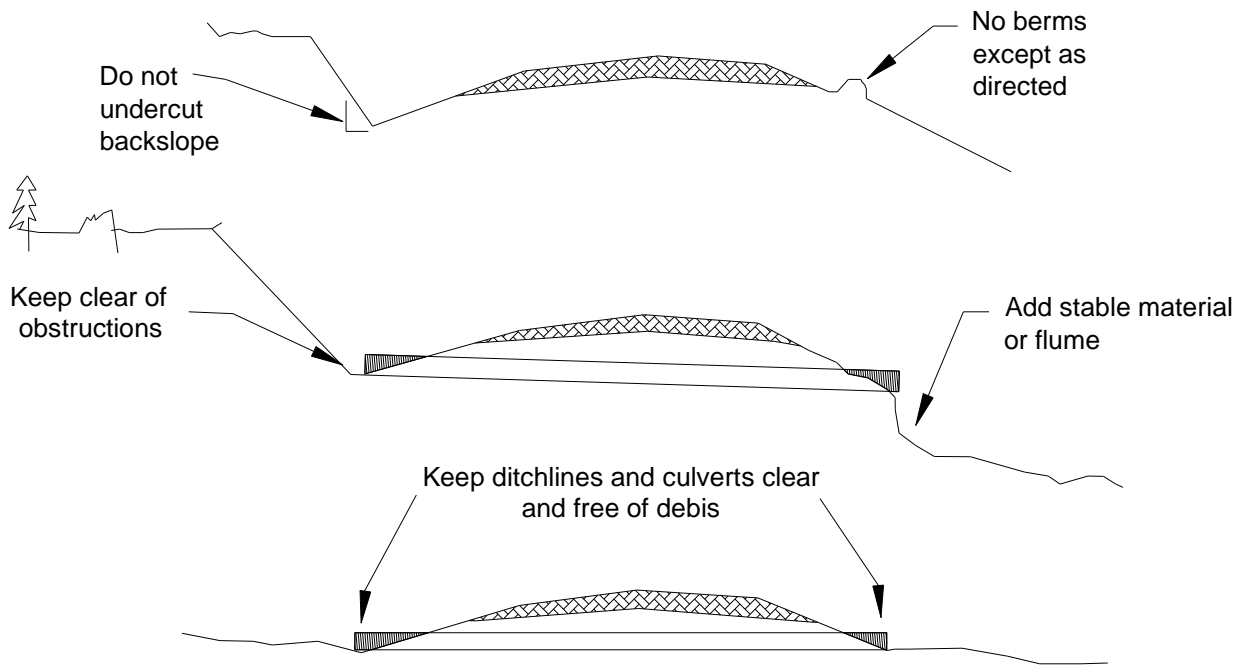
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

Motor Grader		
To 140 HP	CAT 120H, 120M	177.00
To 175 HP	John Deere 670D, 670G, 672D, G; CAT 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3	219.00
To 200 HP	John Deere 772; CAT 140M; Volvo G940;	238.00
Over 200 HP	CAT 160M, 14M, 16H; Komatsu GD-825A-2	308.00

Ripper/Scarifier Use

To 140 HP	4.80
To 175 HP	7.20
Over 175 HP	12.00

Front End Loader; Loader/Backhoe

To 75 HP	JD 310 L EP, CAT 416D, CAT 416E; Komatsu WB142-2	142.00
To 110 HP	CAT 420E; Case 580, 590; CAT 908H, 914G; John Deere 344J	150.00
To 160 HP	CAT 924H, 930H; Hyundai HL730-9; John Deere 524K	152.00
Over 160 HP	John Deere 624K; Case 621E; CAT 938H, 950H, 966K	170.00
Addition for special attachment use: compactor, clam, extendaboom, etc.		7.80

Gravel Trucks

On-Highway Rear Dump	165.00
On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY)	18.00
On-Highway Bottom Dump Trailer (3 axles, 12 CY)	18.00

Dozers

To 75 HP	Case 650 K; CAT D3K XL	135.00
To 105 HP	CAT D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-24	176.00
To 135 HP	CAT D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22	200.00
To 185 HP	John Deere 750J; Case 1650, 1850; CAT D6N; Komatsu D61EX -15	227.00
To 240 HP	CAT D6T, D7E; John Deere 850J; Komatsu D65EX-17	262.00
Over 240 HP	CAT D8T; John Deere 950J	378.00

Ripper Use

To 180 HP	9.00
To 235 HP	15.00
Over 235 HP	24.00

Tractor Brush Cutters

To 67 PTO HP	120.00	
To 80 PTO HP	127.00	
Over 80 PTO HP	JD 6320	136.00

Excavators

To 60 HP	Kubota U45, U55; John Deere 50D; Hitachi 50U; CAT 307D	138.00
To 95 HP	CAT 312D, 314D; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC 120-6, PC130-8; John Deere 120D, 135D	178.00
To 120 HP	CAT 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L	205.00

ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

Excavators (continued)		
To 140 HP	CAT 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX	212.00
To 170 HP	CAT 320D; Hitachi 200LC-3, Link-Belt 240 LX; PC220LC-8; John Deere 225D LC; Volvo EC240C	215.00
To 230 HP	CAT 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3 270LC-3; Link-Belt 290 LX RBl; Volvo EC 290C	250.00
Over 230 HP	CAT 330D L, 336; Volvo EC330C, John Deere 350G, 350D; Komatsu PC300LC-8, PC390LC-11; Link-Belt 330 X4; Hitachi 330LC-6, 350LC-3	280.00
Add Attachment Rate to Excavator		36.00
Self Propelled Vibratory Compactors		
To 80 HP	Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai SV 201D; Ing. Rand SD45F TF	140.00
To 125 HP	Bomag BW177PDBH-40; CAT CP-433E; Sakai SV400D-II; Dynapac CA152D	160.00
Over 125 HP	Bomag BW211PD-40; Dynapac CA262D; Ing Rand SD105DA TF; Sakai SV505D-I	190.00
Track Mounted Rock Drills (with one operator)		
To 4.5 inch diameter hole		380.00
Over 4.5 inch diameter hole		446.50
Heavy Equipment Hauling		
On-Highway Rear Dump		165.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs)		10.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs)		13.00
On-Highway Truck Tractor (GVW up to 50,000 lbs)		142.00
Lowbed Trailer (2-axle, up to 50,000 lbs)		15.00
Lowbed Trailer (3-axle, up to 80,000 lbs)		35.00
Water Trucks		
On-Highway Water Tanker (3,000 gallon capacity)		104.00
On-Highway Water Tanker (4,000 gallon capacity)		126.00
Off-Highway Water Tanker (5,000 gallon capacity)		147.00
Power Saws; Pumps		10.00
Laborer Wages (Fully Burdened Rates including profit and overhead)		
Laborer- Journey Level		50.00
Laborer- Apprentice Level		47.00

Notations

- 1 HP taken at the Flywheel unless stated otherwise.
- 2 WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.
- 3 Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs of service and support vehicles.
- 4 Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.
- 5 Rates for equipment not included in this schedule can be determined upon request.