

Washington DNR Timber Sales Program

Updated information is being provided for **Last Crocker Sorts** timber sale documents as follows:

Documents amended:

Brief Description	DATE	Initials
New Road Plan and Exhibit G Attached. Road Costs were changed	11/8/2023	kp



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE
RFQ NO. 30-0104812

PROJECT TITLE: LAST CROCKER SORTS

QUOTE DUE DATE: November 17, 2023 4:30 PM

EXPECTED TIME PERIOD FOR CONTRACT: January 29, 2024 to February 28, 2025

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

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SECTION 1 INTRODUCTION

1.01 Project Summary

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

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

1.02 Purpose and Background

This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR's harvester bidding pool and are interested in contract harvesting approximately 5447 MBF of timber in 6 unit(s) for the Department of Natural Resources in the Olympic Region Office.

1.03 Minimum Qualifications

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

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

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

1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for January 29, 2024 to February 28, 2025. Any amendments extending the period of performance shall be at DNR's sole discretion.

1.05 Payment for Work

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

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

- The Contractor's On Board Truck (OBT) bid rate per mbf for logs harvested and delivered for sort(s) 01, 02, 03, 04, 05, 06, 07, 08 and 11.
- And an OBT rate of \$12.00 per Ton for sorts 09 and 10 harvested and delivered.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of \$12.00 per mbf.
- Payments to the Contractor for hauling services shall be based upon the tons delivered multiplied by: a base rate, 'A' and 'C mile rates', a fuel index factor and the Contractor's hauling bid factor using the following formula:

Hauling Services Payment Rate per Ton
 = (Base Rate + Mileage Rate) x (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')

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

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

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

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

The fuel index factor will be calculated each;
 January and apply to loads delivered between January 1 and March 31,
 April and apply to loads delivered between April 1 and June 30,
 July and apply to loads delivered between July 1 and September 30,
 October and apply to loads delivered between October 1 and December 31.

Hauling Rate Example:

Base Rate = \$2.35

C miles = 10

A miles = 100

Fuel Index Factor = 1.000

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

Contractor's hauling bid factor = 1.100

Hauling Services Payment Rate per Ton

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

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

= \$16.45

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

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

1.06 RFQ Definitions

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

Contractor - Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.

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

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

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

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

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

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

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

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

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

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

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFQ Coordinator

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

RFQ Coordinator	Kathy Potter
Address	411 Tillicum Lane

City, State, Zip Code	Forks, WA 98331
Phone Number	(360)640-9004
Fax Number	(360) 374-5446
E-Mail Address	kathy.potter@dnr.wa.gov

2.02 Estimated Project Schedule

As defined in the Project Schedule (See Exhibit A)

The DNR reserves the right to revise this schedule.

2.04 Submitting a Quote

Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a ‘Statement of Available Resources and Work Plan’ with original signatures. The Quote, whether mailed, hand delivered, or faxed must arrive at the DNR no later than 4:30 PM, local time, on November 17, 2023.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked “Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until November 17, 2023.”

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

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

2.05 Proprietary Information/Public Disclosure.

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

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

2.06 Contract Harvesting Services Quote Format

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

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

2.07 Revisions to the RFQ

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

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

2.08 Most Favorable Terms

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

2.09 Costs to Propose

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

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.

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

3.02 SPECIAL REQUIREMENTS

There are locked gates on the PT-O-3000. Contact Olympic Region Dispatch Center at 360-374-2800 to check out an AA1 key.

Falling, yarding and all road activity including haul will not be permitted on weekends and state recognized holidays unless authorized in writing by the Contract Administrator.

Contractor must have utility lines located before beginning operations and/or construction/reconstruction. Contractor is responsible for the cost of repairing any damage to utility lines due to road or harvest operations. The following road has potential for overhead utilities: PT-O-3000 sta 0+00-12+10. Contractor must notify the Bonneville Power Administration before starting road work.

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

While conducting hauling operations, warning signs shall be posted along each side of Highway 104 near the PT-O-3000 road junction. Signs must be clearly visible and indicate the presence of logging activity and/or truck traffic.

The CB channel used for rock and timber hauling operations shall be posted at all kiosks or at the beginning of the PT-O-3000 road during active haul.

Contractor shall perform abandonment of all skid trails in the sale area, at the discretion of the Contract Administrator. Abandonment shall consist of re-establishing natural drainage and natural slopes, fluffing compacted soil to an 18-inch depth using shovel grapples, placing stumps and debris back into the trail, and installing water bars as directed by the Contract Administrator.

Designated crossings are required to access portions of Units 1 and 4.

Contractor shall comply with the following during the yarding operation:

- a. Location of designated crossings have been preapproved and marked in the field as shown on the Logging Plan Map.
- b. Designated crossings must be constructed across the full extent of wet area as directed.
- c. One 18" x 20' culvert is required for the designated crossing in Unit 1.
- d. Designated crossings shall not exceed 20 feet in width.
- e. Existing tree stumps within the crossing running surface shall be cut flush to ground level.
- f. Designated crossings shall be constructed using harvested logs as base material. Tree tops and logging slash will be incorporated as a top-mat covering over the crossing.
- g. Designated crossings shall be removed at the time of completion of yarding as required by the Contract Administrator.

Yarding operations in the timing restriction area of Unit 4 are restricted November 1st through

June 30th.

Vine maple pulling is required in all units. Stems > 2 inches in diameter shall be uprooted mechanically and piled concurrent with yarding.

The Contractor shall notify all employees and subcontractors working on this sale that any danger tree, marked or unmarked may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

All tree 60 inches in diameter at breast height (DBH) and greater shall not be felled unless for safety reasons, which must be approved by the Contract Administrator. If tree 60 inches DBH or greater need to be felled for safety reasons, trees will be left where felled. This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

SECTION 4 QUOTE EVALUATION

4.01 Evaluation Team.

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

4.02 Administrative Requirements.

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

4.03 Responsibleness.

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

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

performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

- Any special standards will be properly identified in this solicitation and will apply to all Candidate Harvesters and their subcontractors.

4.04 Information Used for Evaluation.

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

4.05 Signatures

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

4.06 Failure to Comply

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

4.07 Rejecting Quotes

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

4.08 Lowest Responsible Bidder

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

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

4.09 Challenges to the Apparent Successful Bidder

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

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

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

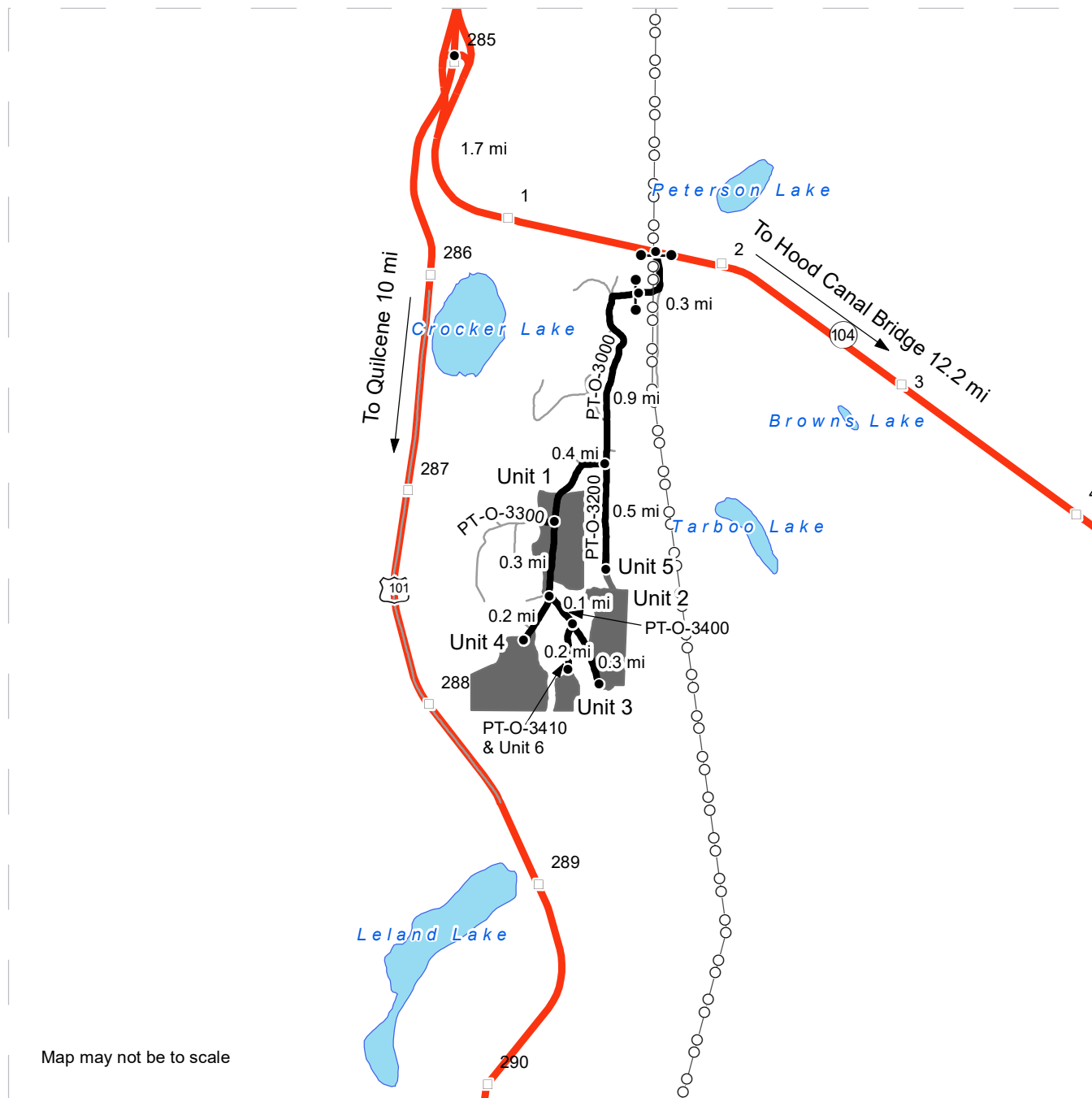
SECTION 5 RFQ EXHIBITS

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

DRIVING MAP

SALE NAME: LAST CROCKER SORTS
AGREEMENT#: 30-104812
TOWNSHIP(S): T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-680



Map may not be to scale

- Timber Sale Unit
- Highway
- Haul Route
- Other Road
- Milepost Markers
- Distance Indicator
- Gate AA-1
- Power Lines

DRIVING DIRECTIONS:

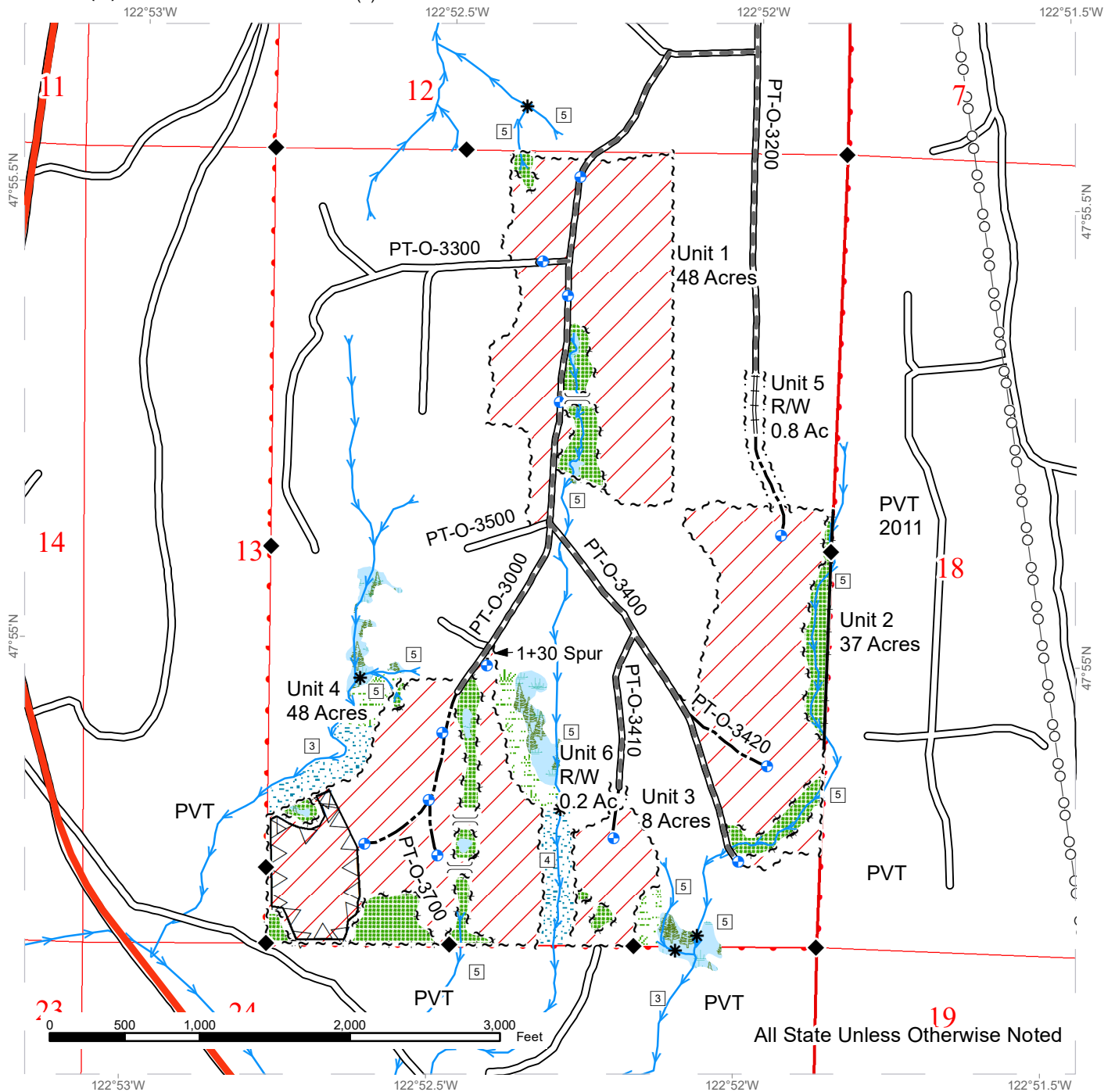
From Highway 104 just west of milepost 2 turn south on the PT-O-3000 under the powerlines. Go through the orange gate and follow the main road around for 0.3 mile to the yellow gate at the State property line. Travel 0.9 mile through this second gate to the PT-O-3200 junction. Stay straight for 0.5 mile to the end of the PT-O-3200 and walk in through Unit 5 tagged right-of-way to the top of Unit 2, or stay west on the PT-O-3000 for 0.4 mile to the middle of Unit 1. Continue on the PT-O-3000 for another 0.3 mile to the PT-O-3400 junction. Turn left and drive 0.4 mile to the end of the PT-O-3400 at the bottom of Unit 2, or only go 0.1 mile and park at the junction of the PT-O-3410 to walk in to Unit 6 tagged right-of-way and Unit 3. Turning right at the PT-O-3400 junction and driving 0.2 mile leads to Unit 4.



TIMBER SALE MAP

SALE NAME: LAST CROCKER SORTS
AGREEMENT #: 30-104812
TOWNSHIP(S): T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-680



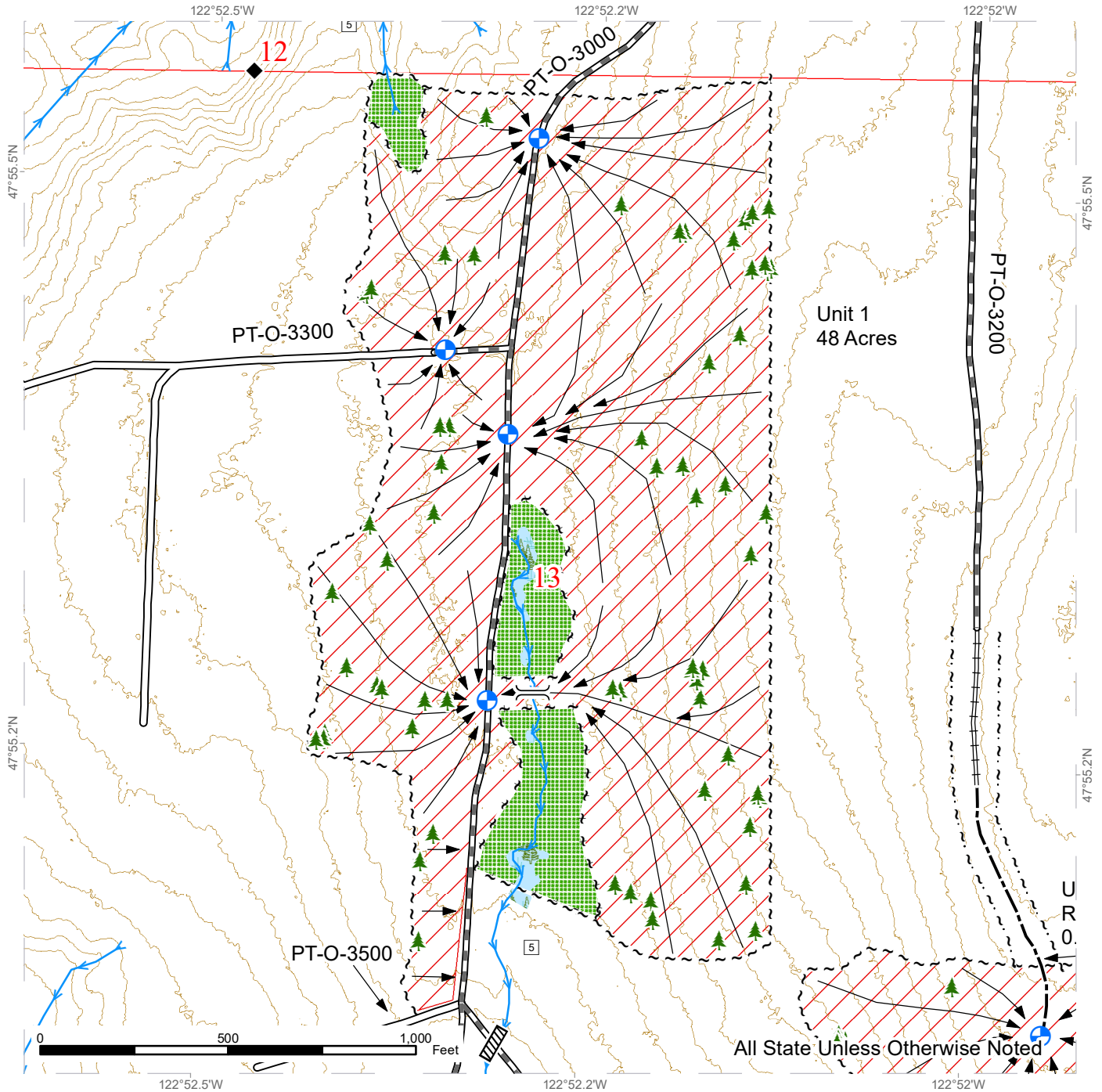
Legend

- | | | | |
|--------------------|--------------------|-------------------------------|---------------------|
| Sale Area | Sale Boundary Tags | Highway | Stream Type 3 |
| Leave Tree Area | Timber Type Change | Existing Roads | Stream Type 4 |
| Riparian Mgt Zone | Leave Tree Tags | Required Pre-Haul Maintenance | Stream Type 5 |
| Forested Wetland | Right of Way Tags | Required Reconstruction | Stream Break |
| Wetland Mgt Zone | Property Line | Optional Construction | Proposed Landing |
| Timing Restriction | | Power Lines | Designated Crossing |
| | | streams | Survey Monument |

LOGGING PLAN MAP

SALE NAME: LAST CROCKER SORTS
AGREEMENT#: 30-104812
TOWNSHIP(S): T28R2W
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Legend

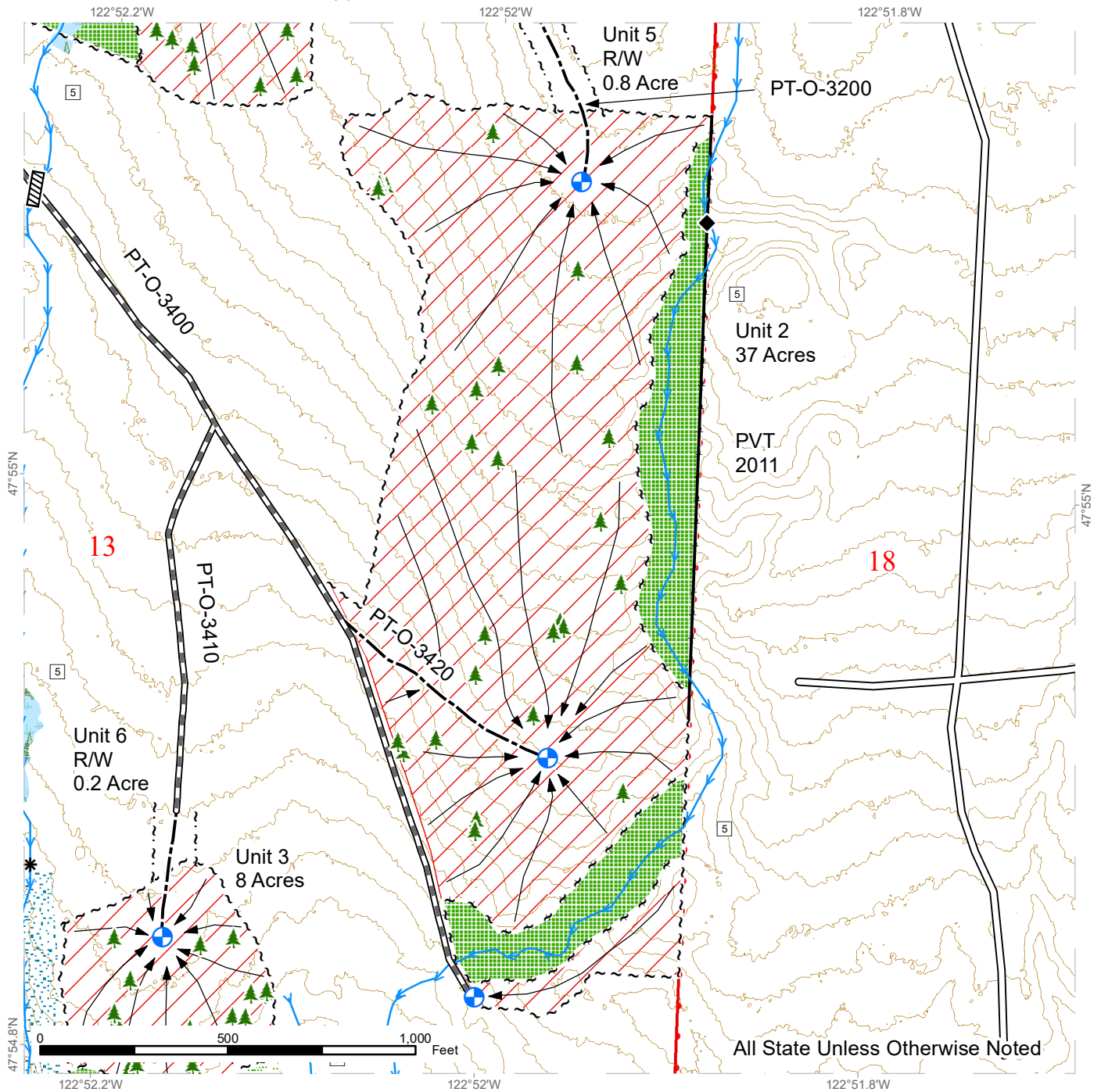
Shovel Only	Sale Boundary Tags	Highway	streams	Leave Tree
Variable Retention Harvest	Timber Type Change	Existing Roads	Stream Type 3	Landing - Proposed
Leave Tree Area	Leave Tree Tags	Required Pre-Haul Maintenance	Stream Type 4	Designated Crossing
Riparian Mgt Zone	Right of Way Tags	Required Reconstruction	Stream Type 5	Culvert
Forested Wetland	Property Line	Optional Construction	Stream Break	Survey Monument
Wetland Mgt Zone	Ground Harvest	Contours 10 ft		
Timing Restriction				



LOGGING PLAN MAP

SALE NAME: LAST CROCKER SORTS
AGREEMENT#: 30-104812
TOWNSHIP(S): T28R2W
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Legend

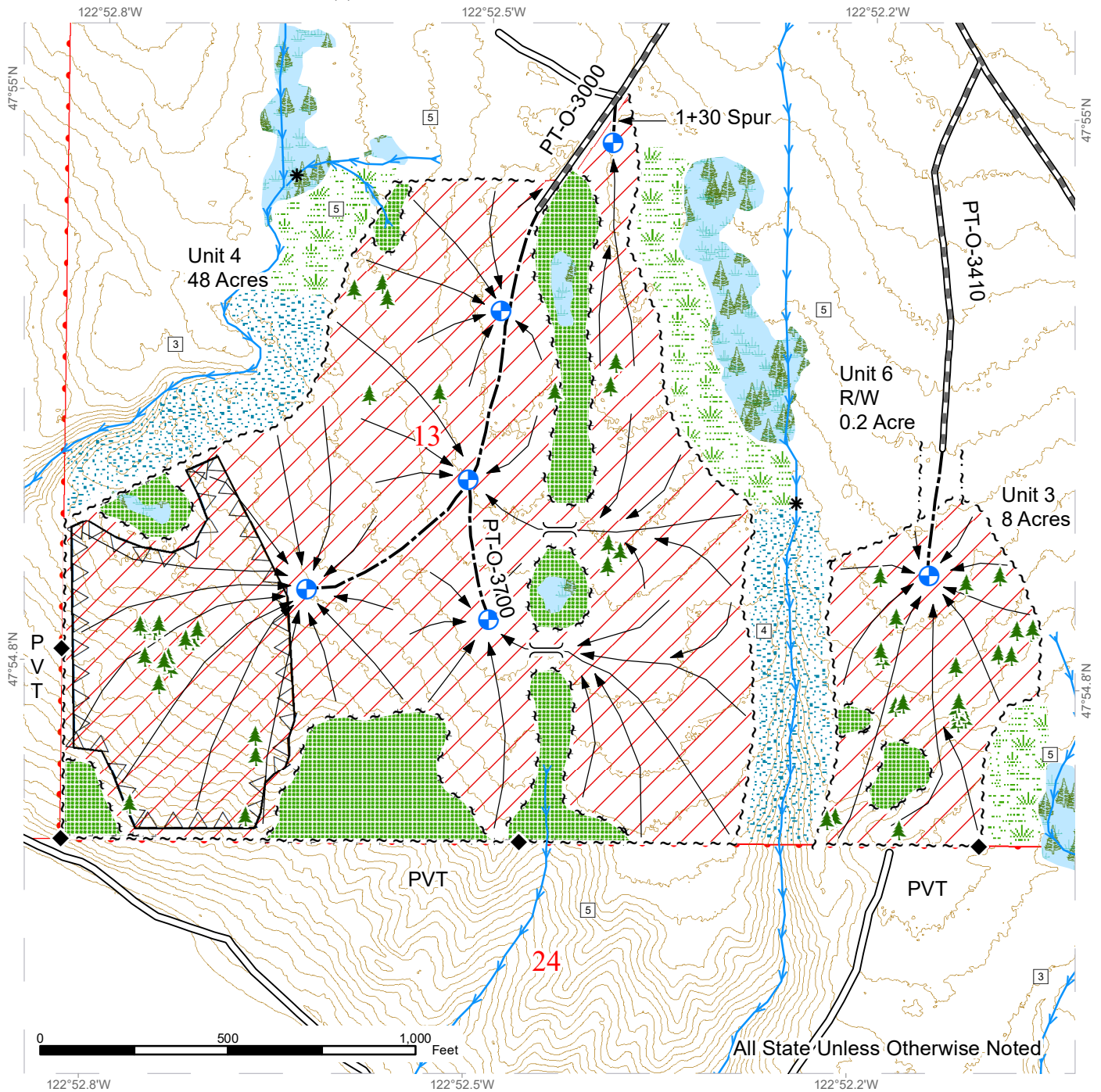
- | | | | | |
|----------------------------|--------------------|-------------------------------|---------------|---------------------|
| Shovel Only | Sale Boundary Tags | Highway | streams | Leave Tree |
| Variable Retention Harvest | Timber Type Change | Existing Roads | Stream Type 3 | Landing - Proposed |
| Leave Tree Area | Leave Tree Tags | Required Pre-Haul Maintenance | Stream Type 4 | Designated Crossing |
| Riparian Mgt Zone | Right of Way Tags | Required Reconstruction | Stream Type 5 | Culvert |
| Forested Wetland | Property Line | Optional Construction | Stream Break | Survey Monument |
| Wetland Mgt Zone | Ground Harvest | Contours 10 ft | | |
| Timing Restriction | | | | |



LOGGING PLAN MAP

SALE NAME: LAST CROCKER SORTS
AGREEMENT#: 30-104812
TOWNSHIP(S): T28R2W
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Legend

Shovel Only	Sale Boundary Tags	Highway	streams	Leave Tree
Variable Retention Harvest	Timber Type Change	Existing Roads	Stream Type 3	Landing - Proposed
Leave Tree Area	Leave Tree Tags	Required Pre-Haul Maintenance	Stream Type 4	Designated Crossing
Riparian Mgt Zone	Right of Way Tags	Required Reconstruction	Stream Type 5	Culvert
Forested Wetland	Property Line	Optional Construction	Stream Break	Survey Monument
Wetland Mgt Zone		Ground Harvest		
Timing Restriction		Contours 10 ft		



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

TIMBER NOTICE OF SALE

SALE NAME: LAST CROCKER SORTS

AGREEMENT NO: 30-105966 - 30-1059761

AUCTION: December 13, 2023 starting at 10:00 a.m.

COUNTY: Jefferson

Olympic Region Office, Forks, WA

SALE LOCATION: Sale located approximately 10 miles north of Quilcene, WA

PRODUCTS SOLD

AND SALE AREA:

Contractor shall harvest and deliver all timber except trees painted with blue paint or bounded out by yellow "Leave Tree Area" tags, bounded by the following: Timber Sale Boundary tags, the PT-O-3000 and PT-O-3500 roads in Unit 1; Timber Sale Boundary tags, timber type change, and the PT-O-3400 road in Unit 2; Timber Sale Boundary tags in Unit 3; Timber Sale Boundary tags and the PT-O-3000 road in Unit 4.

All timber bounded by Right-of-Way Boundary tags on the PT-O-3200 roads in Unit 5 and all timber bounded by Right-of-Way Boundary tags on the PT-O-3410 road in Unit 6 meeting the specifications described below; on parts of Section 13 in Township 28 North, Range 2 West W.M., containing 142 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		\$/mbf	\$/Ton		
105966	01	DF HQ B 12" to 19" dib	28	649	3570	5.5	\$0.00		\$0.00	\$0.00
105967	02	DF SL 5" to 11" dib	28	1268	8242	6.5	\$0.00		\$0.00	\$0.00
105968	03	DF SL 12" to 19" dib	28	2081	12486	6	\$0.00		\$0.00	\$0.00
105969	04	DF SL 20" + dib	28	289	1590	5.5	\$0.00		\$0.00	\$0.00
105970	05	RC Camprun 5" + dib	28	139	848	6.1	\$0.00		\$0.00	\$0.00
105971	06	WW SL 5" to 11" dib	28	172	1187	6.9	\$0.00		\$0.00	\$0.00
105972	07	WW SL 12"+ dib	28	135	796	5.9	\$0.00		\$0.00	\$0.00
105973	08	Red Alder Sawlog 7" + dib	26	455	3185	7	\$0.00		\$0.00	\$0.00
105974	09	Conifer Pulp 2" + dib	N/A	40	360	9		\$0.00	\$0.00	\$0.00
105975	10	Hardwood Pulp 2" + dib	N/A	169	1521	9		\$0.00	\$0.00	\$0.00
105976	11	DF Poles 35'+	N/A	50	290	5.8	\$0.00		\$0.00	\$0.00

Totals:

5447 34076

\$0.00



TIMBER NOTICE OF SALE

CERTIFICATION:	This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)		
BID METHOD:	Sealed Bids	UNIT OF MEASURE:	MBF Scale/Tonnage Scale
EXPIRATION DATE:	November 4, 2024	ALLOCATION:	Export Restricted
PAYMENT SECURITY:	To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.		
BIDDING PROCEDURES:	A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Olympic Region Office in Forks WA. Phone number (360)374-2800.		
TIMBER EXCISE TAX:	<p>Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.</p> <p>Use the following rates for estimating taxable stumpage:</p> <p>Harvest Cost = \$0.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08 and 11 and \$12.00 per Ton for sorts 09 and 10.</p> <p>Hauling Services Payment Rate per Ton = (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)</p> <p>Base Rate = \$2.35 per ton</p> <p>Mileage Rate = ((\$0.16 x C miles) + (\$0.11 x A miles)) x Fuel Index Factor</p> <p>ARRF = \$0.00 per MBF for sorts 09, 10 and \$26.00 per MBF for sorts 01, 02, 03, 04, 06, 05, 06, 07, 08 and 11.</p> <p>Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.</p> <p>Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).</p>		
CONFIRMATION:	Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.		
SPECIAL REMARKS:	The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the		



TIMBER NOTICE OF SALE

Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

There are locked gates on the PT-O-3000. Contact Olympic Region Dispatch Center at 360-374-2800 to check out an AA1 key.

Contractor must have utility lines located before beginning operations and/or construction/reconstruction. Contractor is responsible for the cost of repairing any damage to utility lines due to roads or harvest operations.

Yarding operations in the timing restriction area of Unit 4 are restricted November 1st through June 30th.

For more information regarding this log sort sale visit our web site: <http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Jeremy Brown at the Olympic Region Office at (360)391-5976 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-0104812

SALE NAME: LAST CROCKER SORTS

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

Section G: General Terms

G-001.1 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

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

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

G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, Contractor shall harvest and deliver all timber except trees painted with blue paint or bounded out by yellow "Leave Tree Area" tags, bounded by the following: Timber Sale Boundary tags, the PT-O-3000 and PT-O-3500 roads in Unit 1; Timber Sale Boundary tags, timber type change, and the PT-O-3400 road in Unit 2; Timber Sale Boundary tags in Unit 3; Timber Sale Boundary tags and the PT-O-3000 road in Unit 4.

All timber bounded by Right-of-Way Boundary tags on the PT-O-3200 roads in Unit 5 and all timber bounded by Right-of-Way Boundary tags on the PT-O-3410 road in Unit 6 located on approximately 142 acres on part(s) of Section 13 in Township 28 North, Range 2 West W.M. of Jefferson County as shown on the attached timber sale map.

G-020.1 Inspection by Contractor

Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to

be harvested. Contractor also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State.

G-022.1 Sorting Specifications

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

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

Agreement No.	Sort #	Species Diameter	Scaling Rule	Preferred Log Lengths	Destination	A Miles	C Miles
105966	1	DF HQ B 12" to 19" dib	WS				
105967	2	DF SL 5" to 11"dib	WS				
105968	3	DF SL 12" to 19" dib	WS				
105969	4	DF SL 20" + dib	WS				
105970	5	RC Camprun 5" + dib	WS				
105971	6	WW SL 5" to 11" dib	WS				
105972	7	WW SL 12"+ dib	WS				
105973	8	Red Alder Sawlog 7" + dib	WS				
105974	9	Conifer Pulp 2" + dib	WS				
105975	10	Hardwood Pulp 2" + dib	WS				
105976	11	DF Poles 35'+	WS				

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

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

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

G-024.1 Manufacturing Standards

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

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

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Slash Piling Specifications
B	Green Tree Retention Plan
C	Log Fill Detail Sheet
D	Additional Road Maintenance Payment 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 4, 2024 and completed by October 16, 2024. Failure to begin deliveries by the specified date may result in the State

imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.

- b. The Contractor may deliver logs to the Purchaser's delivery location during the Purchaser's working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.
- d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.
- e. Contractor's daily log delivery to a Purchaser's location may be limited according to the table below, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established.

Sort(s)	Maximum No. Loads/day
01,02,03,04,05,06,07,08,09,10,11	10

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

G-030.1 Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of January 29, 2024 and the expiration date of February 28, 2025.

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

G-033.1 Notification of Operations

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

G-040.1 Contract Term Adjustment

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

G-050.1 Contract Term Extension

An extension of operating authority time may be granted at the discretion of the State upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by the State. Contract extensions may not exceed thirty (30) days unless otherwise agreed to by State and Contractor. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the State. The extension, if granted, will be contingent upon the payment of an extension fee to the State, by the Contractor, in the amount of \$100.00 per day of extension.

G-054.1 Early Contract Termination

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

G-060.1 Exclusion of Warranties

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

- a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.
- e. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- f. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- g. Items contained in any other documents prepared for or by the State.

G-061.1 Inadvertent Discovery of Cultural Resources

Contractor acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Contractor has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered

by the Contractor or the State during the course of operations Contractor shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Contractor or the State during the course of operations Contractor shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Contractor shall resume operations as directed in writing by the Contract Administrator.

G-062.1 Habitat Conservation Plan

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

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

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

G-063.1 Incidental Take Permit Notification Requirements

- a. Contractor shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITPs) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Contractor is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITPs, Contractor shall immediately notify the Contract Administrator. Contractor shall notify the Contract Administrator, if there is any doubt as to the identification of a discovered permit species. Contractor may be required to take certain actions to help the Contract Administrator safeguard the well being of any live, injured or sick specimens of any permit species discovered, until the Contract Administrator can determine the proper disposition of such specimens. The Contract Administrator will explain any such requirements to Contractor during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Contractor shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITPs shall be clearly presented and explained to Contractor by Contract Administrator during the Pre-Work Conference as per contract clause G-330.1. All applicable provisions of the ITPs and this schedule must be presented and clearly explained by Contractor to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Contractor may have about the ITPs should be directed to the Contract Administrator.

G-064.1 Permits

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

G-065 Regulatory Disclaimer

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

G-066.1 Governmental Regulatory Actions

- a. Regulatory Risk

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

b. Increased Costs

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

G-070.1 Limitation on Damage

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

G-092.1 Harvest Area Boundary Adjustment

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

G-112.1 Title

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

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

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

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

G-120.1 Responsibility for Work

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

G-121.1 Exceptions

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

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

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

G-123.1 Operating Authority

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

G-124.1 Contractor Not an Employee of State

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

G-125.1 Use of Subcontractors

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

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

G-126.1 Disputes with Subcontractors or Material Providers

Should Contractor and its subcontractors or materials providers develop disputes affecting the completion of obligations under this contract, Contractor shall resolve any

such disputes in a timely and efficient manner that does not involve or adversely affect either the State or its Purchasers.

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

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

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

G-140.1 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractors' or any subcontractors' performance or failure to perform the contract. Contractors' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

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

G-150.1 Insurance

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

Companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports should

issue all insurance and surety bonds. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

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

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

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

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

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

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

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

Workers' Compensation Coverage. Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

Business Auto Policy (BAP). Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160.1 Agents

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

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

G-170.1 Assignment and Delegation

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

G-180.1 Modifications

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

G-181.1 Contract Modification for Protection of Resources and Improvements

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

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

G-190 Contract Complete

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

G-200.1 Notice

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

G-092.1 Harvest Area Boundary Adjustment

G-181.1 Contract Modification for Protection of Resources and Improvements

G-210.1 Violation of Contract

G-220.1 State Suspends Operation

D-015.1 Delivered Mis-sorted Logs and Penalties

D-016.1 Damages for Delivered Mis-manufactured Logs

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

G-210.1 Violation of Contract

- a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.
- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.
- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial

obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

G-220.1 State Suspends Operations

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

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

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

G-230.1 Unauthorized Activity

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

G-240.1 Dispute Resolution

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

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

G-250.1 Compliance with All Laws

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

G-251.1 Harassment

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

G-260 Venue

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

G-270.1 Equipment Left on State Land

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

G-280.1 Operating Release

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

G-310.1 Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; PT-O-3000, PT-O-3200, PT-O-3300, PT-O-3400, PT-O-3410, PT-O-3420, PT-O-3700, 1+30 Spur. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330.1 Pre-work Conference

Contractor shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Contractor before

beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Contractor's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Contractor's purposes or complies with applicable laws.

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

G-340.1 Preservation of Markers

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

G-370.1 Blocking Roads

Contractor shall not block the PT-O-3000, unless authority is granted in writing by the Contract Administrator.

G-380.1 Road Easement and Road Use Permit Requirements

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

55-001520 Crown Z 1977, & supplement 1984

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:

DATA MISSING

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
01,02,03,04,05,06,07,08,11	MBF	\$0.00	\$12.00
09,10	Ton	\$12.00	N/A

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

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

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

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

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

Mileage Rate = ((\$.16 x C miles) + (\$.11 x A miles)) x Fuel Index Factor

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

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

Where;

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

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

The fuel index factor will be calculated each;

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

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

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

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

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

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

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

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

MBF Sort(s)	MBF/Tons Conversion Factor
01,04	5.5
02	6.5
03	6
05	6.1
06	6.9
07	5.9
08	7
11	5.8

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

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

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

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

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

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

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

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

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

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

P-032.1 Payment for Road Construction

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

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

See Exhibit G

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

Upon completion of road construction, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the roadwork in writing,

the Contractor is responsible for billing the State for road construction services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contract Administrator will verify that road construction described on the billing statement is complete prior to State making payment to Contractor.

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

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

P-033.1 Payment for Additional Road Maintenance Work

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

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

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

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

P-034.1 Payment for Additional Miscellaneous Work

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

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

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

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

P-090.1 Performance Security

Prior to start of any operations Contractor agrees to provide one or more of the following State approved performance securities; cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act bond, for the amount of DATA MISSING. 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 enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

L-114.1 State Approval of Haul Route

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

L-130.1 Conversion Factors

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010.1 Cutting and Yarding Schedule

Falling and Yarding will not be permitted on weekends and state recognized holidays unless authorized in writing by the Contract Administrator. Yarding operations in the timing restriction area of Unit 4 are restricted November 1st through June 30th. Authority to operate outside these specifications must be approved in writing by the State unless authorized in writing by the Contract Administrator.

H-013.1 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-025 Timing Requirements for Timber Removal

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

H-030.1 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-052.1 Branding and Painting

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

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

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons may be left standing. Snags felled for safety reasons shall not be removed and must remain where felled.

H-120.1 Harvesting Equipment

Forest products harvested under this contract shall be harvested and removed using tracked shovel equipment as shown on the Logging Plan Map with the following exceptions: yarding operations in the timing restriction area of Unit 4 are restricted November 1st through June 30th. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-130.1 Hauling Schedule

The hauling of forest products will not be permitted on weekends and State recognized holidays unless authorized in writing by the Contract Administrator.

H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

1. Contractor must have utility lines located before beginning operations and/or construction/reconstruction. Contractor is responsible for the cost of repairing any damage to utility lines due to road or harvest operations. The following road has potential for overhead utilities: PT-O-3000 station 0+00-12+10.
2. Contractor shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
3. While conducting hauling operations, warning signs shall be posted along each side of Highway 104 near the PT-O-3000 road junction. Signs must be clearly visible and indicate the presence of logging activity and/or truck traffic.
4. The CB channel used for rock and timber hauling operations shall be posted at all kiosks or at the beginning of the PT-O-3000 road during active haul.
5. Contractor shall perform abandonment of all skid trails in the sale area, at the discretion of the Contract Administrator. Abandonment shall consist of re-establishing natural drainage and natural slopes, fluffing compacted soil to an 18 inch depth using shovel grapples, placing stumps and debris back into the trail, and installing water bars as directed by the Contract Administrator.
6. Designated crossings are required to access portions of Units 1 and 4. Contractor shall comply with the following during the yarding operation:

- a. Location of designated crossings have been preapproved and marked in the field as shown on the Logging Plan Map.
 - b. Designated crossings must be constructed across the full extent of wet area as directed.
 - c. One 18" x 20' culvert is required for the designated crossing in Unit 1.
 - d. Designated crossings shall not exceed 20 feet in width.
 - e. Existing tree stumps within the crossing running surface shall be cut flush to ground level.
 - f. Designated crossings shall be constructed using harvested logs as base material. Tree tops and logging slash will be incorporated as a top-mat covering over the crossing.
 - g. Designated crossings shall be removed at the time of completion of yarding as required by the Contract Administrator.
7. Vine maple pulling is required in all units. Stems > 2 inches in diameter shall be uprooted mechanically and piled concurrent with yarding.
8. The Contractor shall notify all employees and subcontractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
9. All trees 60 inches in Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons, which must be approved by the Contract Administrator. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left where felled.
10. Landing and processing slash shall be stacked in dirt free piles in accordance with the attached schedule of specifications for slash piling.
- Permission to do otherwise must be granted in writing by the Contract Administrator.

H-150.1 Required Removal of Forest Products

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

<u>Species</u>	<u>Net bd ft.</u>	<u>Log Length</u>	<u>Log dib</u>
----------------	-------------------	-------------------	----------------

All

20

16

5

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

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

H-161.1 Excessive Timber Breakage

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

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

H-190 Completion of Settings

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

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.

Section C: Construction and Maintenance**C-040.1 Road Plan**

Road construction and associated work provisions of the Road Plan for this project, dated July 24, 2023 are hereby made a part of this contract.

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

C-050.1 Contractor Road Maintenance and Repair

Contractor shall perform work at their own expense on all roads listed in the Road Plan, authorized in clause G-310, and are not listed in clause C-060 road(s). All work shall be completed to the specifications detailed in the Road Plan.

C-060.1 Designated Road Maintainer

If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on DATA MISSING. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-140.1 Water Bars

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

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

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

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

S-010.1 Fire Hazardous Conditions

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

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

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

S-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-100 Stream Cleanout

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

S-110 Resource Protection

No equipment may operate within leave tree areas or standing water unless authority is granted in writing by the Contract Administrator.

S-130.1 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Material Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

- Department of Emergency Management at 1-800-258-5990
- National Response Center at 1-800-424-8802
- Appropriate Department of Ecology (ECY) at 1-800-645-7911
- DNR Contract Administrator

S-131.1 Refuse Disposal

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

Section D: Damages

D-010.1 Liquidated Damages

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

D-015.1 Damages for Delivered Mis-sorted Logs

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

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

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

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

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

D-022.1 Damages for Failure to Begin Product Deliveries

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

D-023.1 Damages for Failure to Remove Forest Products

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

- a. Full stumpage value will be assessed for felled trees, individual or scattered standing trees, or clumps of standing trees less than three acres in size, plus all

costs associated with scaling and computing the stumpage value of the forest products left.

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

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

D-024.1 Damages for Excessive Timber Breakage

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

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

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

D-030.1 Inadequate Log Accountability

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

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

D-041.1 Reserve Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units 1, 2, 3 and 4.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Print Name

Date: _____

Address: _____

Jill DeCianne, Acting
Olympic Region Manager

Date: _____

DRAFT

DRAFT

DRAFT

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
Slash Piling Specifications

All landings and processing areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 30 feet wide. Piles shall be cone shaped and stable.
2. Piles shall be free of topsoil, large rotten logs and large stumps. Any burnable material shall be well scattered.
3. Piles shall not be placed on large stumps or logs or against standing snags.
4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
5. Piling shall be completed using an approved hydraulic shovel and grapples.
6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
7. Removal of slash piles from State Land is optional.

Schedule B
Green Tree Retention Plan

Leave the following:

1. All trees banded with blue paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area Tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	65	3	410	475
2	27	2	468	495
3	22	2	56	78
4	28	7	745	773

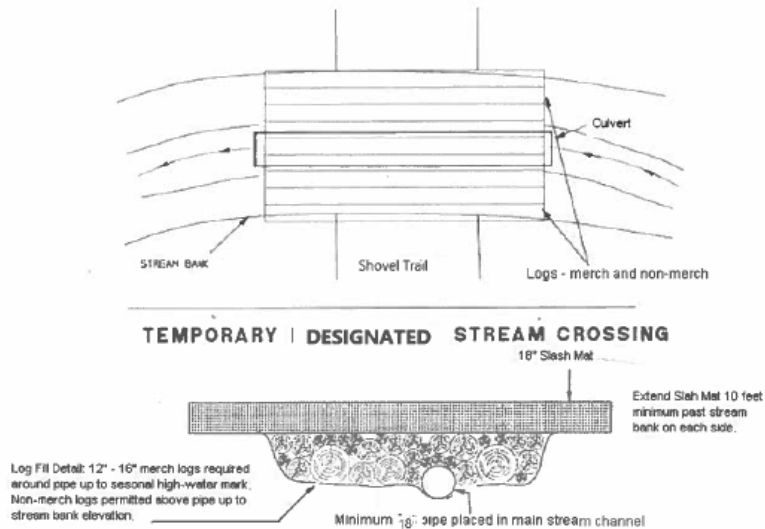
Permission to substitute leave trees must be granted by the Contract Administrator.

Schedule C Log Fill Detail Sheet

Designated Crossing Schedule

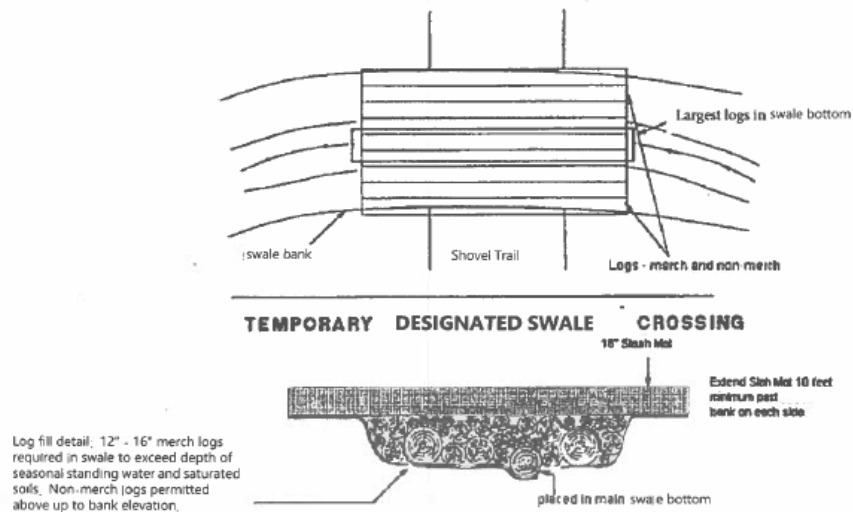
The designated crossing required for harvest in Unit 1 shall be constructed to meet the following specifications:

LOG FILL DETAIL SHEET



The designated crossings required for harvest in Unit 4 shall be constructed to meet the following specifications:

LOG FILL DETAIL SHEET



Installation and removal shall conform to Forest Practices standards and best management practices.

Schedule D
Additional Road Maintenance Payment Rates

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES
(Hourly Rate Including Operator)

PERTAINING TO CLAUSE P-033.1 (Payment for Additional Road Maintenance Work)

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; Komatsu GD675-3) \$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 Loaders & Loader/Backhoe

To 75 HP (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 450E, Cat 924H, 930H; Hyundai HL 730-9; 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. add \$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 650K; Cat D3K XL) \$135.00

To 105 HP (Cat D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22) \$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-15) \$262.00

Over 240 HP (Cat D8T; John Deere 950J) \$378.00

Ripper Use

To 180 HP add \$9.00

To 235 HP add \$15.00

Over 235 HP add \$24.00

Excavators

To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) \$138.00

To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, 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

To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) \$212.00

To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, 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 RB; Volvo EC290C; Komatsu PC270LC-8) \$250.00

Over 230 HP (Cat 330D, 336D; Volvo EC330C; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) \$280.00

Add Attachment Rate to Excavator \$35.00

Self-Propelled Vibratory Compactors

To 80 HP (Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai 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-1) \$190.00

Tractor Brush Cutters

To 67 PTO HP \$120.00

To 80 PTO HP \$127.00

Over 80 PTO HP (JD 6200, 6300, 6400) \$136.00

Track Mounted Rock Drills (with one operator)

To 4.5" Diameter Hole \$380.00

Over 4.5" 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

To 3,000 gallons \$104.00

To 4,000 gallons \$126.00

Over 4,000 gallons \$147.00

Power Saws and Pumps \$10.00

Laborer- Journey Level \$50.00

Laborer- Apprentice Level \$47.00

INSTRUCTIONS

HP taken at the Flywheel unless stated otherwise.

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.

Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs for service and support vehicles.

Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.

Rates on equipment not included in this schedule can be determined upon request.

Rev. 6/8/2022

Schedule M
Additional Road Maintenance Payment Rates

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES
(Hourly Rate Including Operator)

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To 80 PTO HP \$127.00

Over 80 PTO HP (JD 6200, 6300, 6400) \$136.00

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Lowbed Trailer (3-axle, up to 80,000 lbs.) \$35.00

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INSTRUCTIONS

HP taken at the Flywheel unless stated otherwise.

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Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs for service and support vehicles.

Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.

Rates on equipment not included in this schedule can be determined upon request.

Rev. 6/8/2022

Estimated Harvest Project Schedule

Last Crocker Sorts

Presale s Ops.	Review Packet Due Date	7/24/2023
	Final Document Due Date	9/18/2023
Process Timeline	Mail packets to Harvesters	10/18/2023
	BNR Approval	11/7/2023
	Harvester Bids Due	11/17/2023
	Harvester Bid Opening	11/20/2023
	Selection & Notification-Harvester Selection Appeal Period Begins	11/20/2023
	Harvester Selection Appeal Period Ends	12/4/2023
	Log Sort Auction Date	12/13/2023
	Announce Log destination information to Harvester	12/16/2023
Project Operations	Confirmation of Log Sort Auction and Harvester Contract Signing Purchaser Contracts are sent out for signature	12/27/2023
	Operations Begin (subject to harvester contract signing)	1/29/2024
	Log Deliveries Begin (subject to purchaser contract signing)	3/4/2024
	Log Deliveries End	10/16/2024
	Purchaser Contracts Expire	11/4/2024
	Operations End, Road Work Completed, & Harvester Contract Expires	2/28/2025

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

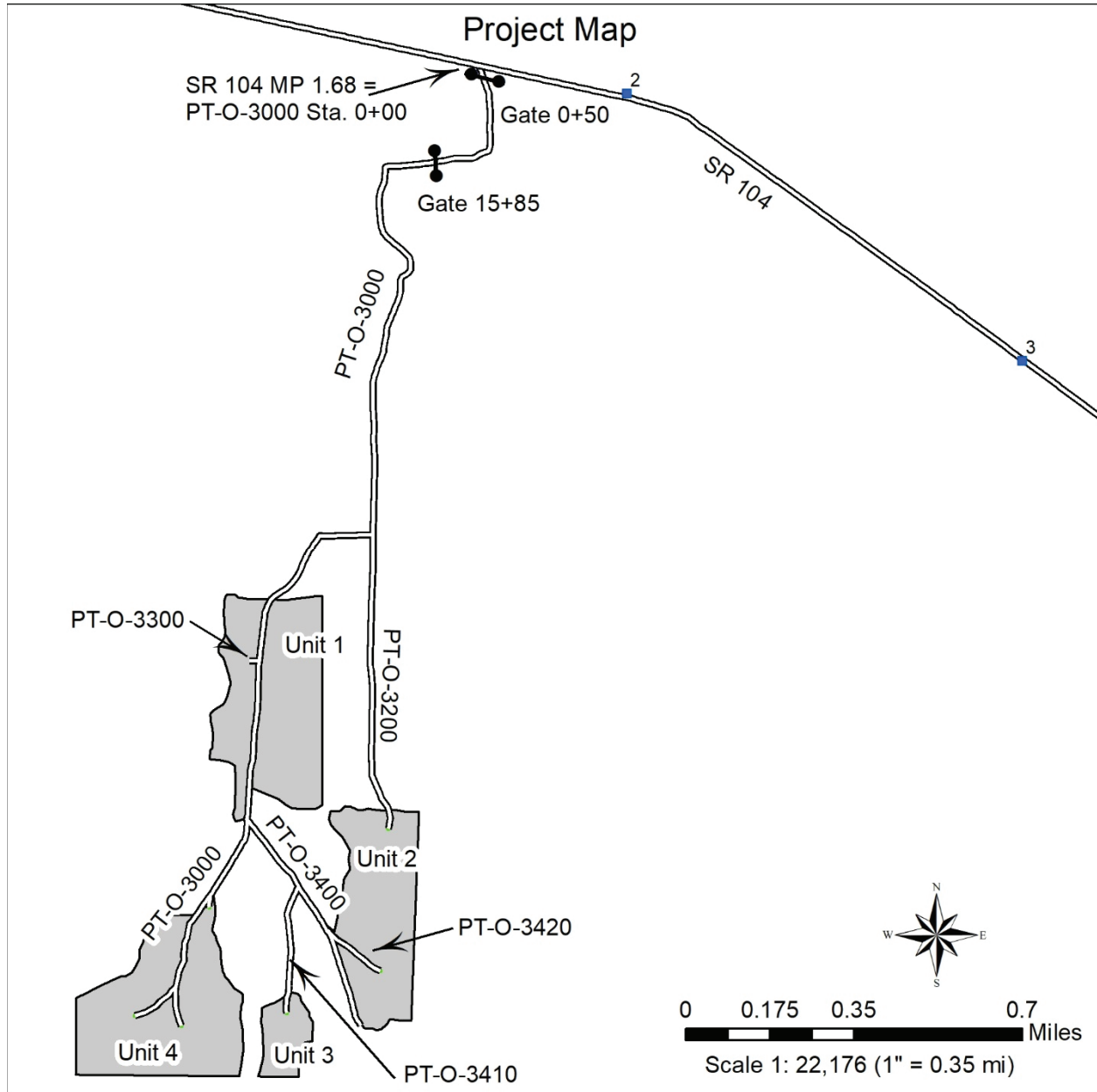
LAST CROCKER SORTS TIMBER SALE ROAD PLAN
JEFFERSON COUNTY
STRAITS DISTRICT
OLYMPIC REGION

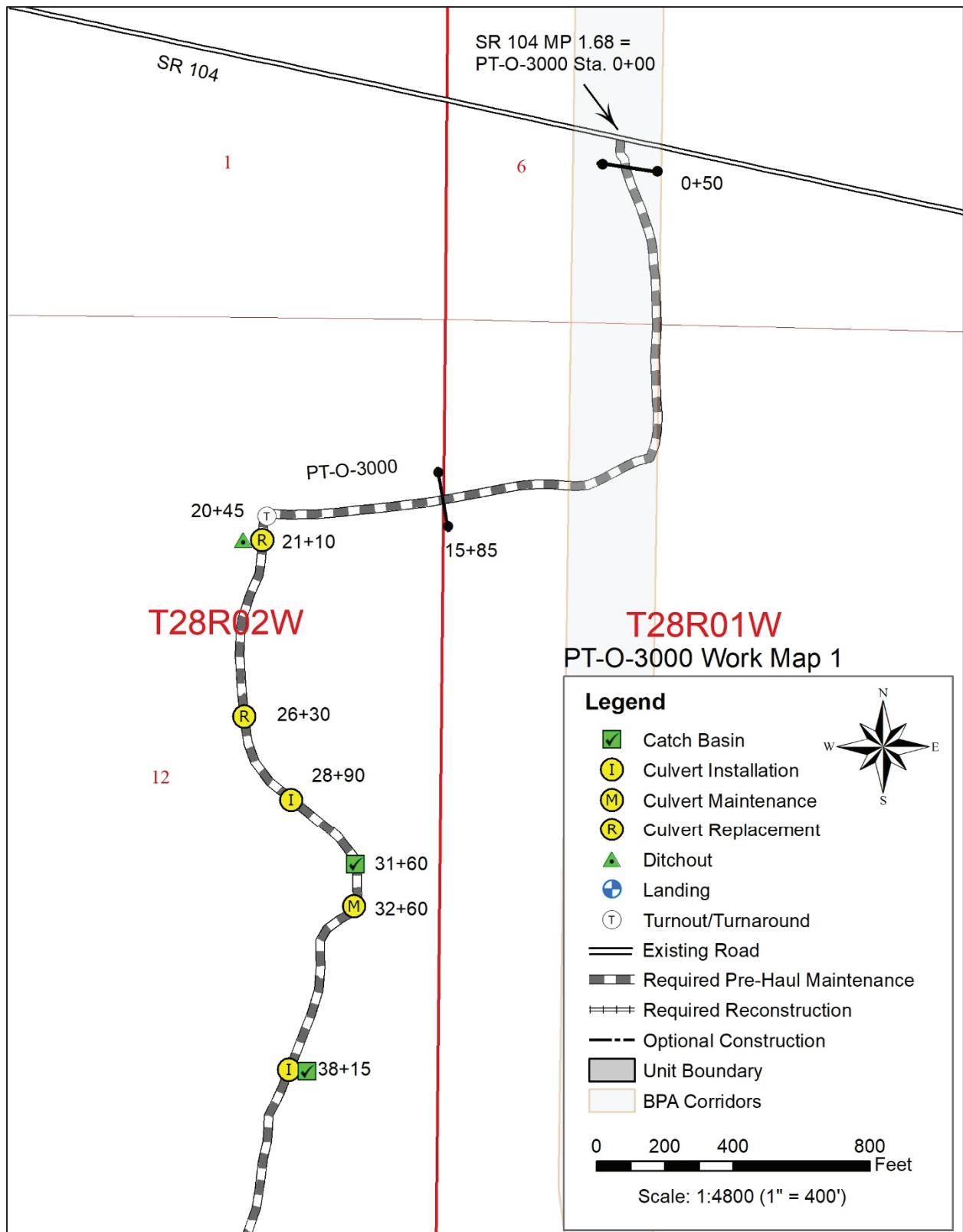
AGREEMENT NO.: 30-104812

DISTRICT ENGINEER: GREG ELLIS

DATE: 7/24/2023














DRAWN & COMPILED BY: EMMA HEIN

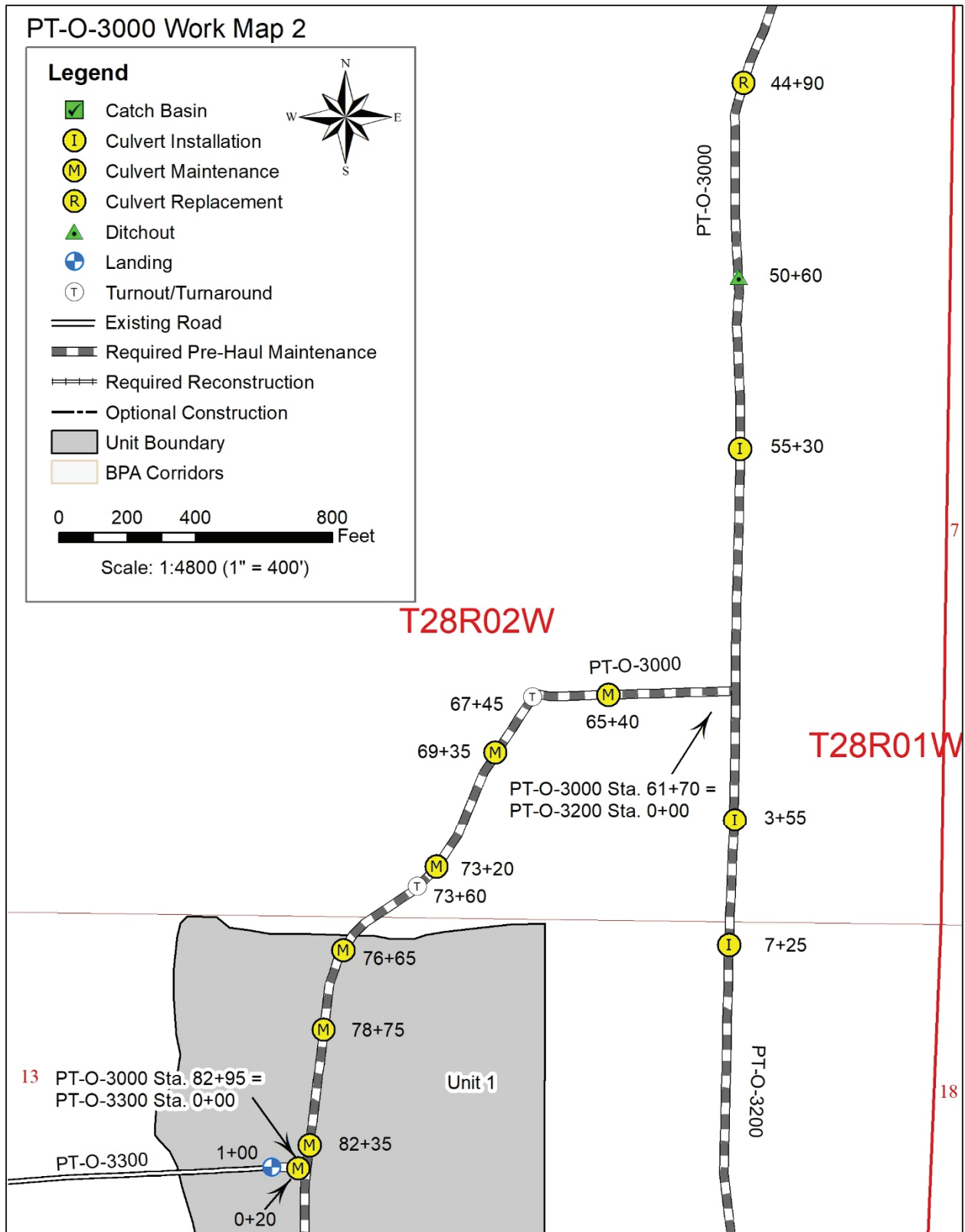


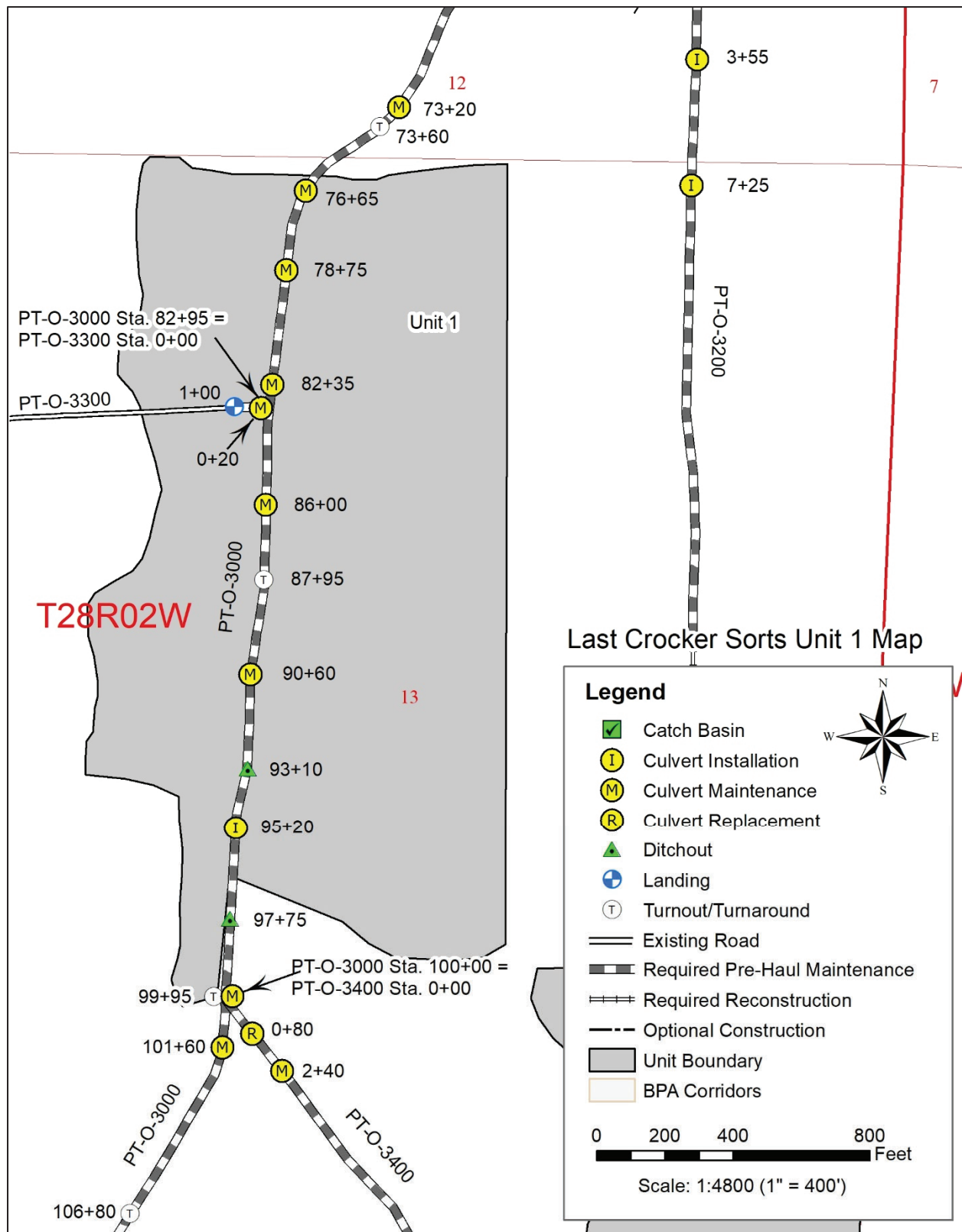


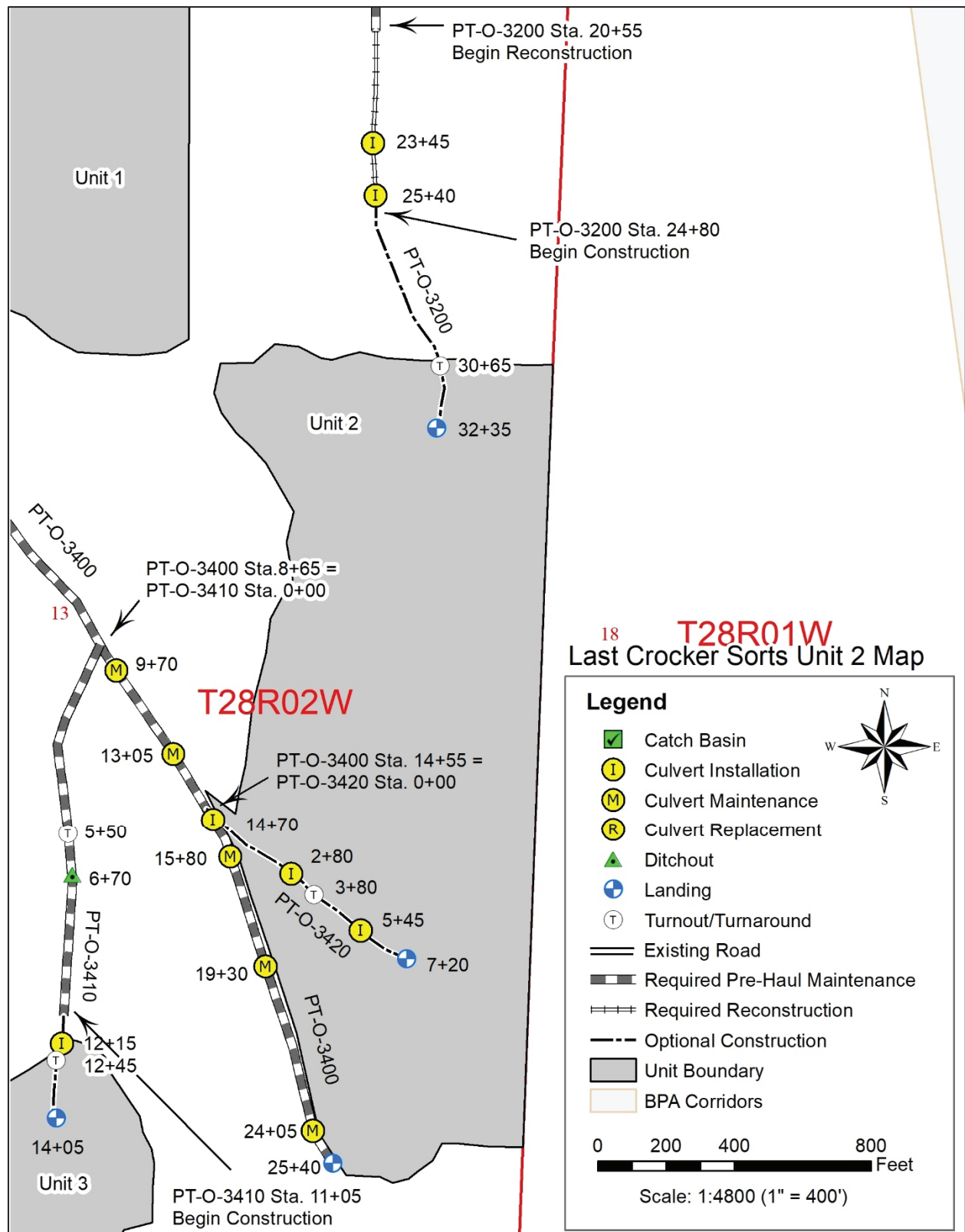
PT-O-3000 Work Map 2

Legend

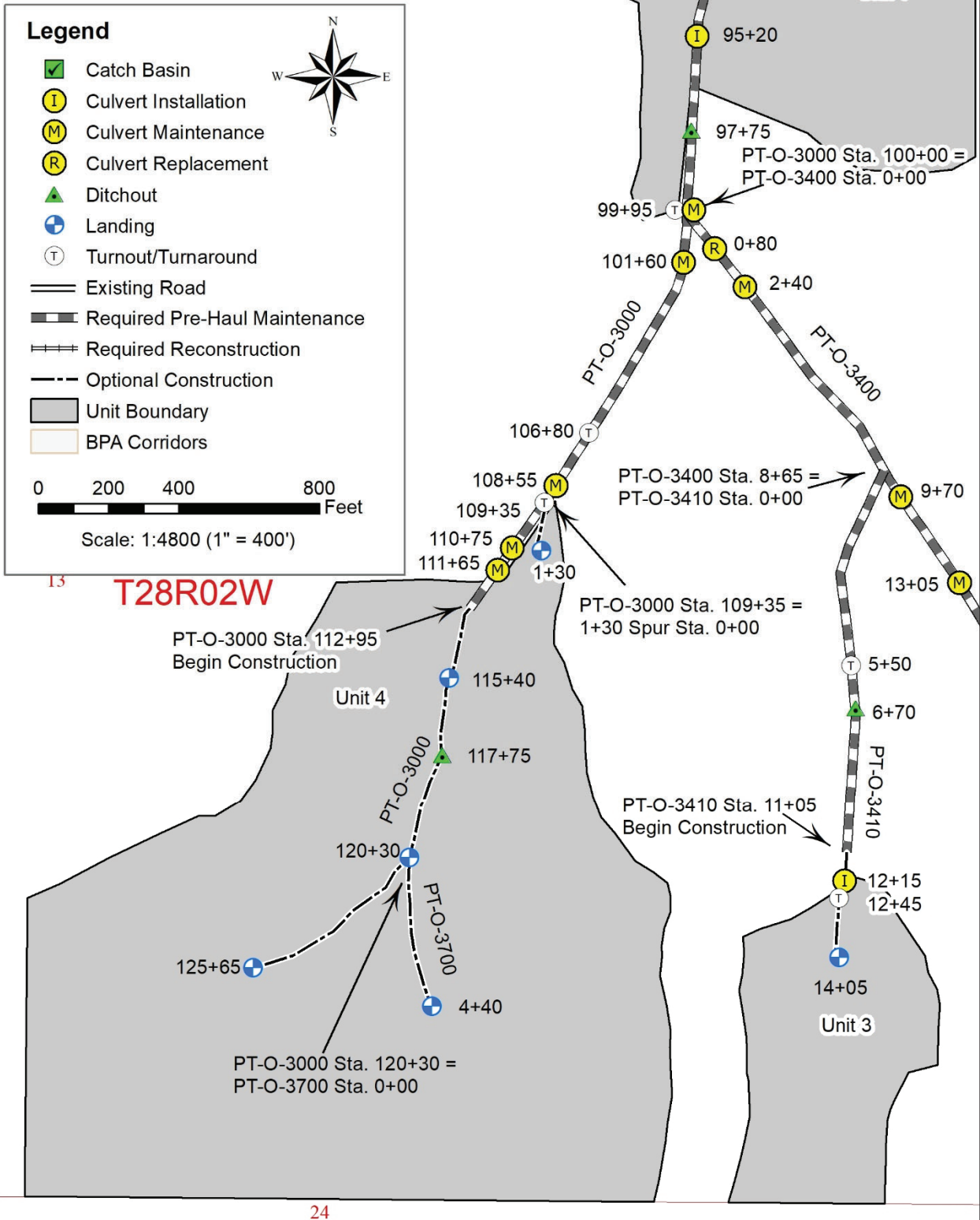
-  Catch Basin
 -  Culvert Installation
 -  Culvert Maintenance
 -  Culvert Replacement
 -  Ditchout
 -  Landing
 -  Turnout/Turnaround
 -  Existing Road
 -  Required Pre-Haul Maintenance
 -  Required Reconstruction
 -  Optional Construction
 -  Unit Boundary
 -  BPA Corridors
- 0 200 400 800 Feet
Scale: 1:4800 (1" = 400')







Last Crocker Sorts Unit 3 & 4 Map



SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PT-O-3000	0+00 – 112+95	Pre-Haul Maintenance
PT-O-3200	0+00 – 20+55	Pre-Haul Maintenance
PT-O-3200	20+55 – 24+80	Reconstruction
PT-O-3300	0+00 – 1+00	Pre-Haul Maintenance
PT-O-3400	0+00 – 25+40	Pre-Haul Maintenance
PT-O-3410	0+00 – 11+05	Pre-Haul Maintenance

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PT-O-3000	112+95 – 125+65	Construction
1+30 Spur	0+00 – 1+30	Construction
PT-O-3200	24+80 – 32+35	Construction
PT-O-3410	11+05 – 14+05	Construction
PT-O-3420	0+00 – 7+20	Construction
PT-O-3700	0+00 – 4+40	Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PT-O-3000	112+95 – 125+65	See Below
1+30 Spur	0+00 – 1+30	
PT-O-3200	24+80 – 32+35	
PT-O-3410	11+05 – 14+05	
PT-O-3420	0+00 – 7+20	
PT-O-3700	0+00 – 4+40	
Total Stations	36.15 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PT-O-3200	20+55 – 24+80	See Below
Total Stations	4.25 Stations	

Reconstruction includes, but is not limited to: Removal of all vegetative material with minimum loss of rock and dispose of in accordance with Clause 2-9 and Clause 3-23. Cleaning ditches and constructing ditches, constructing headwalls, cleaning culvert inlets and outlets in accordance with Clause 2-6 and Clause 2-7. Installing additional culverts and replacing culverts in accordance with the culvert list. Grading, shaping and compacting existing road surface, turnouts and turnaround in accordance with Clause 2-5, realigning road segments, spreading grass seed and hay, and the application of rock in accordance with the Rock List.

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>
PT-O-3000	0+00 – 112+95	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Clean/install culverts in accordance with Clause 2-6 and Culvert List. Install catch basins in accordance with Clause 2-7. Clean and maintain erosion control structures in accordance with Clause 2-8. Brush road in accordance with Clause 3-1, and construct ditchouts in accordance with Clause 4-29. Apply rock in accordance with Rock List.
PT-O-3200	0+00 – 20+55	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Install culverts in accordance with Clause 2-6 and

		Culvert List. Brush road in accordance with Clause 3-1. Apply rock in accordance with Rock List.
PT-O-3300	0+00 – 1+00	Brush road in accordance with Clause 3-1. Apply rock in accordance with Rock List.
PT-O-3400	0+00 – 25+40	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Clean/install culverts in accordance with Clause 2-6 and Culvert List. Remove vegetative material in accordance with Clause 2-9 and brush road in accordance with Clause 3-1. Apply rock in accordance with Rock List.
PT-O-3410	0+00 – 11+05	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Remove vegetative material in accordance with Clause 2-9. Brush road in accordance with Clause 3-1, construct ditchouts in accordance with Clause 4-29. Apply rock in accordance with Rock List.
Total Stations	170.95 Stations	

Pre-haul maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacements, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-13 STRUCTURES

Contractor shall provide and install all structures. Requirements for these structures are listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Contractor's choice of construction season or techniques will be at the Contractor's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS

Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Contractor shall hire a licensed land surveyor to repair, replace, and/or reset them.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

1-18 REFERENCE POINT DAMAGE

Contractor shall reset reference points (RPs) that were moved or damaged at any time during construction to their original locations. Excavation and embankment may not proceed on road segments controlled by said RPs until Contractor resets all moved or damaged RPs.

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Contractor shall complete reconstruction, construction and pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

Contractor shall not use roads under this road plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Contractor shall notify the Contract Administrator a minimum of 14 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS**1-25 ACTIVITY TIMING RESTRICTION**

On the following road(s), are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All	All	All	Weekends and State Recognized Holidays

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

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 6 inches on jaw run or pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.

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

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

1-32 ASPHALT SURFACE RESTRICTION

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

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

1-33 SNOW PLOWING RESTRICTION

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

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
SR 104

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for paved road approaches:

Contractor shall build up approaches to allow a smooth grade transition between DNR roads and SR 104. The top of DNR road surfacing must be kept level with the surface of SR 104 at all times. The surface of the DNR road approach must slope from the edge of SR 104 at the rate of 2%, unless otherwise directed by the Contract Administrator.

1-42 UTILITY ACCESS ROAD

The following road(s) intersect(s) existing utility access roads. Contractor shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
PT-O-3000	0+00 – 12+10

1-43 ROAD WORK AROUND UTILITIES

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

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
PT-O-3000	0+00 – 12+10	Overhead BPA Lines	811

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Contractor shall use a grader to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PT-O-3000	0+00 – 112+95	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
PT-O-3200	0+00 – 20+55	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
PT-O-3400	0+00 – 25+40	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
PT-O-3410	0+00 – 11+05	Grade, shape, compact and remove shoulder vegetation as required by contract administrator

2-6 CLEANING CULVERTS

On the following road(s), Contractor shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before start of timber haul.

<u>Road</u>	<u>Stations</u>
PT-O-3000	32+60, 65+40, 69+35, 73+20, 76+65, 78+75, 82+35, 86+00, 90+60, 99+95, 101+60, 108+55, 110+75, 111+65
PT-O-3300	0+20
PT-O-3400	2+40, 9+70, 13+05, 15+80, 19+30, 24+05

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Contractor shall clean and/or construct ditches, headwalls, and catchbasins. Work must be completed before the start of timber haul and must be done

in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface is not allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

<u>Road</u>	<u>Stations</u>	<u>Left and/or Right</u>	<u>Comments</u>
PT-O-3000	31+60, 38+15	L	Catch Basin Install

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Contractor shall clean and maintain all erosion control structures. Work must be completed before the start timber haul and must be done in accordance with the pertaining clauses contained in this Road Plan. Excavated material must disposed of as specified in Clauses 4-35 through 4-38.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
PT-O-3000	32+60	Roadside Silt fence L,R

2-9 REMOVING VEGETATIVE MATERIAL

On the following road(s), Contractor shall remove all vegetative material, dirt, mud and other debris on the existing road surface with a minimum loss of rock. Material must disposed of as specified in Clauses 4-35 through 4-38.

<u>Road</u>	<u>Stations</u>
PT-O-3400	0+00 – 25+40
PT-O-3410	0+00 – 11+05

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), Contractor shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
PT-O-3000	61+70 – 112+95
PT-O-3200	0+00 – 20+55
PT-O-3300	0+00 – 1+00

PT-O-3400	0+00 – 25+40
PT-O-3410	0+00 – 11+05

3-2 BRUSHING RESTRICTION

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

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

SUBSECTION CLEARING

3-5 CLEARING

Contractor shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries, or as approved by Contract Administrator. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees.

SUBSECTION GRUBBING

3-10 GRUBBING

Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Contractor shall also remove stumps with undercut roots outside the grubbing limits. Contractor shall remove stumps using a hydraulic mounted

excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

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

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

In the following waste area(s), Contractor is not required to remove stumps within waste areas if they are cut flush with the ground.

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 grubbing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION

Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris, before the application of rock.

3-23 PROHIBITED DISPOSAL AREAS

Contractor 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
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Contractor shall scatter organic debris outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this road plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-31 PILING

Contractor shall pile organic debris no closer than 20 feet from standing timber. Piles must be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Contractor shall use a track mounted hydraulic excavator for construction, reconstruction and maintenance work unless stated otherwise within this Road Plan or authorized in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Contractor shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Contractor shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.

- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Contractor shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	$\frac{3}{4}$:1	133
Common Earth (on slopes over 70%)	$\frac{1}{2}$:1	200
Fractured or loose rock	$\frac{1}{2}$:1	200
Hardpan or solid rock	$\frac{1}{4}$:1	400

4-6 EMBANKMENT SLOPE RATIO

Contractor shall construct embankment slopes no steeper than shown on the following table, unless construction staked or designed:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	$1\frac{1}{2}$:1	67
Angular Rock	$1\frac{1}{4}$:1	80

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Contractor shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

Turnarounds must be no larger than 50 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Contractor shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Contractor shall construct ditchouts as identified in the table below and as needed to fit as built conditions. 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>
PT-O-3000	21+10, 50+60, 93+10, 97+75 (approx. 20')	R
PT-O-3000	117+75 (approx. 20')	L,R
PT-O-3410	6+70 (approx. 20')	L,R

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Contractor may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Contractor shall not deposit waste material in the following areas:

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

SUBSECTION BORROW

4-47 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 12 inches in any dimension.

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

Contractor shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

4-65 CULVERT BACKFILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

SUBSECTION SUBGRADE REINFORCEMENT

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

SUBSECTION CULVERTS

5-5 CULVERTS

Contractor shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-23.

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-13 CONTINGENCY CULVERTS

The following culverts will be supplied by the Contractor and are available for installation as directed by the Contract Administrator. In the event that culverts are not used, culverts shall be stockpiled at Center Work Center.

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	2 18" x 30' culvert 18" culvert band

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL SHEET, TYPICAL TYPE NS NP CULVERT INSTALLATION DETAIL SHEET, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 18 inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Contractor shall construct catch basins to resist erosion. Minimum dimensions of catch basins are 1-2 feet wide, 1-2 feet deep and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Contractor shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. 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. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the listed commercial source at the Contractor's expense. Rock sources are subject to written approval by the Contract Administrator before their use. Prior to approval, Contractor shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

<u>Approved Source</u>	<u>Location</u>
Shine Quarry	T28N R01E Sec 30

SUBSECTION ROCK GRADATIONS

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve 100%

% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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

6-33 3-INCH MINUS CRUSHED ROCK

% Passing 3" square sieve	100%
% Passing 1½" square sieve	55 - 75%
% Passing U.S. #4 sieve	15 - 45%

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

6-43 QUARRY SPALLS

% Passing 8" square sieve	100%
% Passing U.S. #40 sieve	5% maximum

Rock may not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

6-52 OVERSIZE

% Passing 8" square sieve	100%
% Passing 4" square sieve	0%

Rock shall not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

Contractor shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Contractor shall apply rock in accordance with the quantities shown on the ROCK LIST.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Amount</u>
PT-O-3000	0+00 – 15+85	1 ¼" minus Crushed Rock	100 yd ³

6-73 ROCK FOR WIDENED PORTIONS

Contractor shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

6-76 DRY WEATHER ROCK COMPACTION

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

6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SUBSECTION DUST ABATEMENT

6-80 WATERING FOR DUST ABATEMENT

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

SECTION 7 – STRUCTURES

SUBSECTION SIGNS

7-1 SIGN INSTALLATION

Contractor shall purchase, install, and maintain the following road signs. Signs must be installed a minimum of 7 days before work begins. Signs must comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
JCT PT-O-3000 with SR 104	0+00	1 Truck Crossing Sign facing outbound

SUBSECTION GATE CLOSURE

7-70 GATE CLOSURE

On the following road(s), Contractor shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>
PT-O-3000	0+50, 15+85

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Contractor shall provide and evenly spread a 3-inch layer of straw or hay to all exposed soils at culvert installations within 100 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

SUBSECTION REVEGETATION

8-15 REVEGETATION

On the following road(s), Contractor shall spread grass seed and straw and/or hay mulch on all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pullback areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Contractor shall provide the all seed, mulch, straw and/or hay, matting etc.

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

Contractor shall provide a protective cover over the revegetated area. The protective cover may consist of but not be limited to, such items as dispersed hay mulch 3" thick or jute matting. Seed must be covered before the first anticipated storm event.

8-19 ASSURANCE FOR SEEDED AREA

Contractor shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Contractor shall reapply the grass seed and straw and/or hay mulch in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed and straw and/or hay mulch at no addition cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH**8-25 GRASS SEED**

Contractor shall evenly spread the seed mixture listed below on all exposed soil at a rate of 60 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>Minimum % germination</u>
Perennial Rye	35-45	90
Red Fescue	30-40	90
Highland Bent	5-15	85
White Clover	10-20	90
Inert and Other Crop	0.5	

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
PT-O-3000	0+00 – 15+85	Apply post haul rock per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

Contractor shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

9-11 LANDING EMBANKMENT

Contractor shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be aluminized (aluminum type 2 coated meeting AASHTO M-274).

10-16 CORRUGATED ALUMINUM CULVERT

Aluminum culverts must meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer's design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1 ¹ / ₂ "
24" to 48"	14 (0.079")	2 ² / ₃ " X 1 ¹ / ₂ "
54" to 96"	12 (0.109")	5" X 1"

The diagram illustrates the construction and maintenance classes for a road shoulder, showing a cross-section view and a plan view detail.

CROSS-SECTION VIEW:

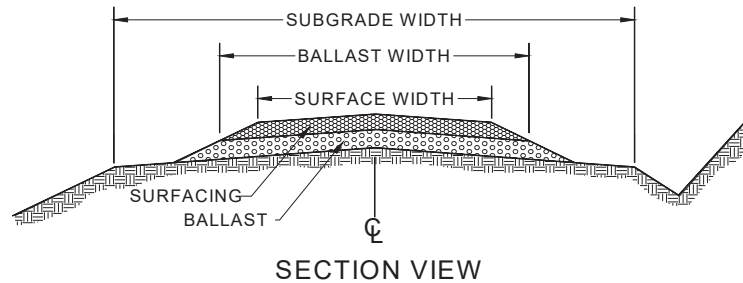
- CONSTRUCTION CLASS:**
 - NEW CONSTRUCTION - C
 - RECONSTRUCTION - R
 - PRE-HAUL MAINTENANCE - P
- Labels and Dimensions:**
 - G 1:** Distance from the existing road edge to the start of the new construction.
 - C 1:** Width of the existing road shoulder.
 - D:** Depth of the existing road shoulder.
 - W:** Width of the existing road shoulder.
 - R:** Radius of the new construction.
 - S:** Slope of the new construction.
 - G 2:** Distance from the end of the new construction to the existing road edge.
 - C 2:** Width of the existing road shoulder.

TURNOUT DETAIL (PLAN VIEW):

- Dimensions:** Three 50' segments are shown, indicating the width of the turnout.
- Labels:**
 - R:** Radius of the turnout.

Last Crocker Sorts Timber Sale
Contract No. 30-104812

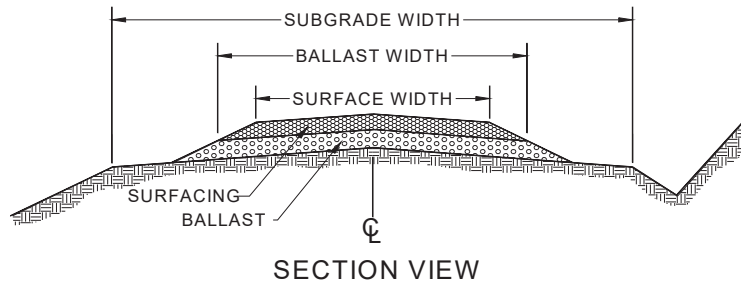
ROCK LIST SHEET



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Commercial quarry spalls, 2: Commercial 3" Minus, 3: Commercial 1 ¼" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PT-O-3000															
Spot Patch	0+00	15+85							3				100		
Post-Haul	0+00	15+85							3				100		
Lift	15+85	61+70							2	12	4	20	920		
Turnout	20+45			1				30							
Culvert Replace	21+10								2				20		
Culvert Replace	26+30								2				20		
Culvert Install	28+90								2				20		
Culvert Install	38+15								2				20		
Culvert Replace	44+90								2				20		
Culvert Install	55+30								2				20		
Lift	61+70	111+65							2	12	6	35	1750		
Turnout	67+45			1				30							
Turnout	73+60			1				30							
Turnout	87+95			1				30							
Culvert Install	95+20								2				20		
Turnaround	99+95			1				50							
Turnout	106+80			1				30							
Turnaround	109+35			1				50							
Totals:								1:250					2: 2810, 3: 200		

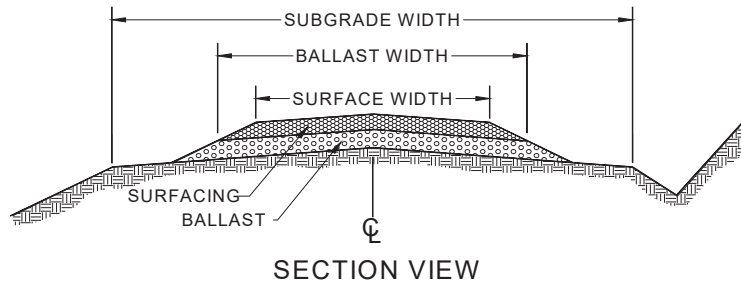
ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
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5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Commercial quarry spalls, 2: Commercial 3" Minus, 3: Commercial 1 ¼" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PT-O-3000 Cont.															
Lift	111+65	112+95		1	17	8	45	60	2	12	4	20	30		
Lift	112+95	125+65	17	1	14	12	70	890	2	12	6	40	510		
Landing	115+40			1				50							
Landing	120+30			1				50							
Landing	125+65			1				100							
1+30 Spur															
Lift	0+00	1+30	17	1	14	12	70	90	2	12	6	40	50		
Landing	1+30			1				50							
PT-O-3200															
Culvert Install	3+55								2				20		
Culvert Install	7+25								2				20		
Lift	20+55	24+80	17	1	14	12	70	300	2	12	6	40	170		
Culvert Install	23+45								2				20		
Lift	24+80	32+35	17	1	14	12	70	530	2	12	6	40	300		
Culvert Install	25+40								2				20		
Turnout	30+65			1				30							
Landing	32+35			1				100							
PT-O-3300															
Landing	1+00			1				50							
Totals:	1: 2300								2: 1140						

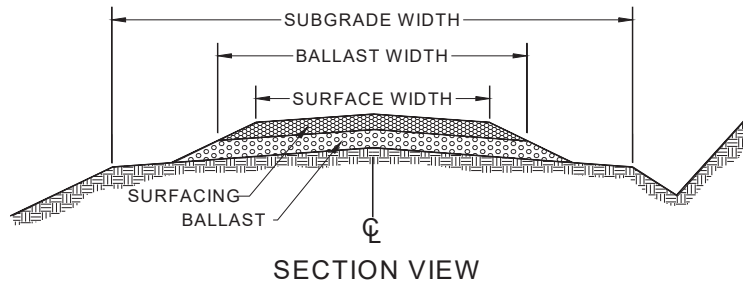
ROCK LIST SHEET CONTINUED



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2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Commercial quarry spalls, 2: Commercial 3" Minus, 3: Commercial 1 ¼" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PT-O-3400															
Lift	0+00	14+55							2	12	4	20	290		
Culvert Replace	0+80								2				20		
Culvert Install	14+70								2				20		
Landing	25+40			1			50								
PT-O-3410															
Lift	0+00	5+00							2	12	4	20	100		
Lift	5+00	7+00		1	14	8	45	90	2	12	4	20	40		
Turnout	5+50			1			30								
Lift	7+00	11+05							2	12	3	15	60		
Lift	11+05	14+05	17	1	14	12	70	210	2	12	6	40	120		
Culvert Install	12+15								2				20		
Turnout	12+45			1			30								
Landing	14+05			1			50								
PT-O-3420															
Lift	0+00	7+20	17	1	14	12	70	500	2	12	6	40	290		
Culvert Install	2+80								2				20		
Turnout	3+80			1			30								
Culvert Install	5+45								2				20		
Landing	7+20			1			50								
Totals:	1: 1040								2: 1000						

ROCK LIST SHEET CONTINUED



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2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Commercial quarry spalls, 2: Commercial 3" Minus, 3: Commercial 1 ¼" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PT-O-3700															
Lift	0+00	4+40	17	1	14	12	70	310	2	12	6	40	180		
Landing	4+40			1				50							
Totals:	1: 360								2: 180						
Grand Totals:	1: 3950								2: 5130, 3: 200						

CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)	DOWNPOUT LENGTH (ft)	RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
PT-O-3000	21+10	18	30					CR	Culvert Replacement
PT-O-3000	26+30	18	30					CR	Culvert Replacement
PT-O-3000	28+90	18	30					CR	Culvert Install
PT-O-3000	32+60	18							Clean Inlet and Outlet
PT-O-3000	38+15	18	30					CR	Culvert Install
PT-O-3000	44+90	18	30					CR	Culvert Replacement
PT-O-3000	55+30	18	30					CR	Culvert Install
PT-O-3000	65+40	18							Clean Inlet and Outlet
PT-O-3000	69+35	18							Clean Inlet and Outlet
PT-O-3000	73+20	18							Clean Inlet and Outlet
PT-O-3000	76+65	18							Clean Inlet and Outlet
PT-O-3000	78+75	18							Clean Inlet and Outlet
PT-O-3000	82+35	18							Clean Inlet and Outlet
PT-O-3000	86+00	18							Clean Inlet and Outlet
PT-O-3000	90+60	18							Clean Inlet and Outlet
PT-O-3000	95+20	18	30					CR	Culvert Install
PT-O-3000	99+95	18							Clean Inlet and Outlet
PT-O-3000	101+60	18							Clean Inlet and Outlet
PT-O-3000	108+55	18							Clean Inlet and Outlet
PT-O-3000	110+75	18							Clean Inlet and Outlet
PT-O-3000	111+65	18							Clean Inlet and Outlet
PT-O-3200	3+55	18	30					CR	Culvert Install
PT-O-3200	7+25	18	30					CR	Culvert Install
PT-O-3200	23+45	18	30					CR	Culvert Install
PT-O-3200	25+40	18	30					CR	Culvert Install
PT-O-3300	0+20	18							Clean Inlet and Outlet
PT-O-3400*	0+80	24	30					CR	Culvert Replacement
PT-O-3400	2+40	18							Clean Inlet and Outlet
PT-O-3400	9+70	18							Clean Inlet and Outlet
PT-O-3400	13+05	18							Clean Inlet and Outlet
PT-O-3400	14+70	18	50					CR	Culvert Install

CULVERT LIST Continued

[illegible]

All rip rap shall be Oversize unless specified in the Rock List, or in the field.

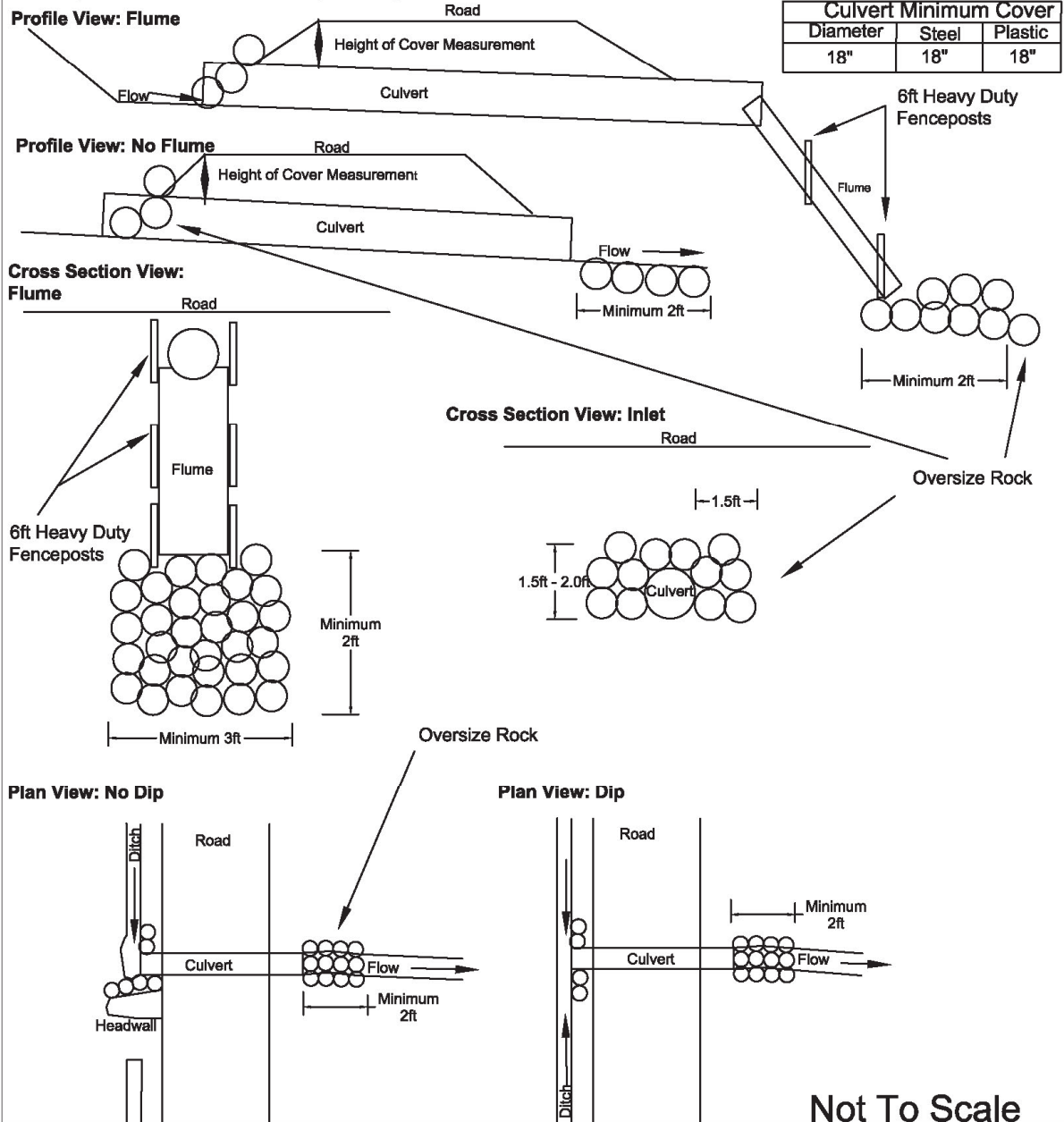
All backfill shall be native material (NT) unless specified otherwise. CR= 3"minus Crushed Rock, PR= Pit Run Rock * Indicates Live Stream Culvert

COMPACTION LIST

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6,000	3	3
Construction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Culvert Backfill	8"	Jumping Jack		3	
Reconstruction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Post-haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3

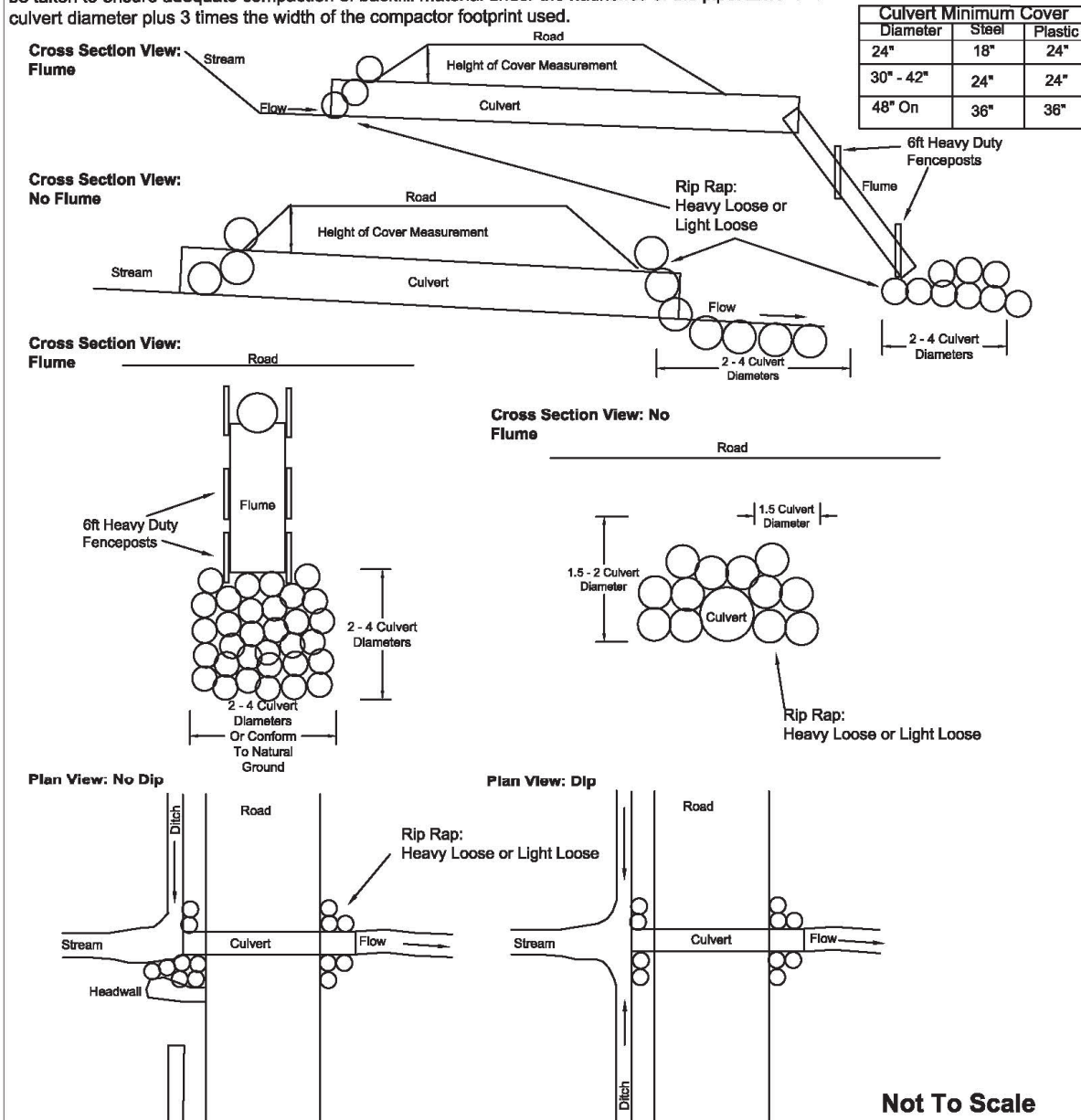
Typical Cross Drain Culvert Installation Detail Sheet

- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..

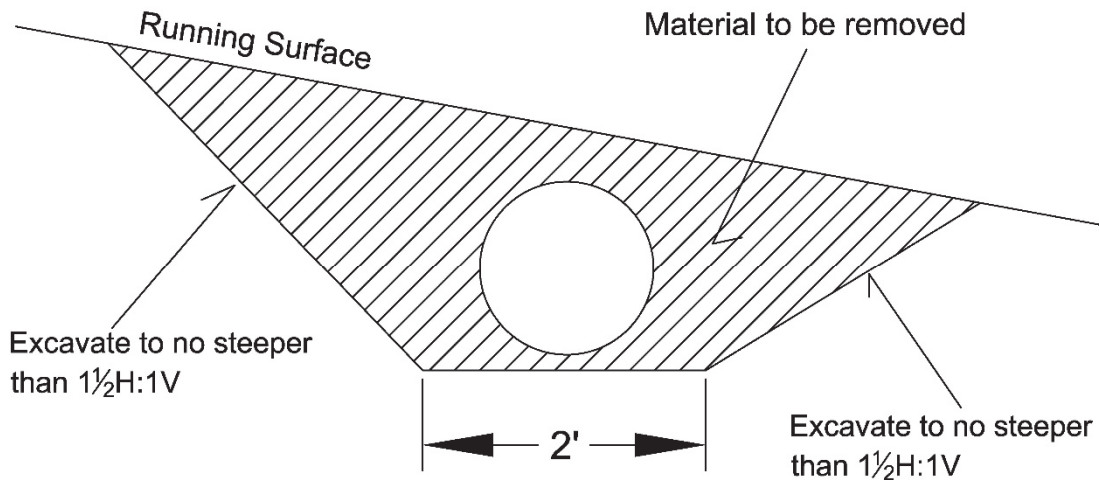


Typical Type Ns, Np Culvert Installation Detail Sheet.

- Water shall be diverted away from the work site before any "In stream" work begins, and shall continue until culvert installation is complete.
- Culvert lay shall match stream gradient up to 5%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.
- Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.



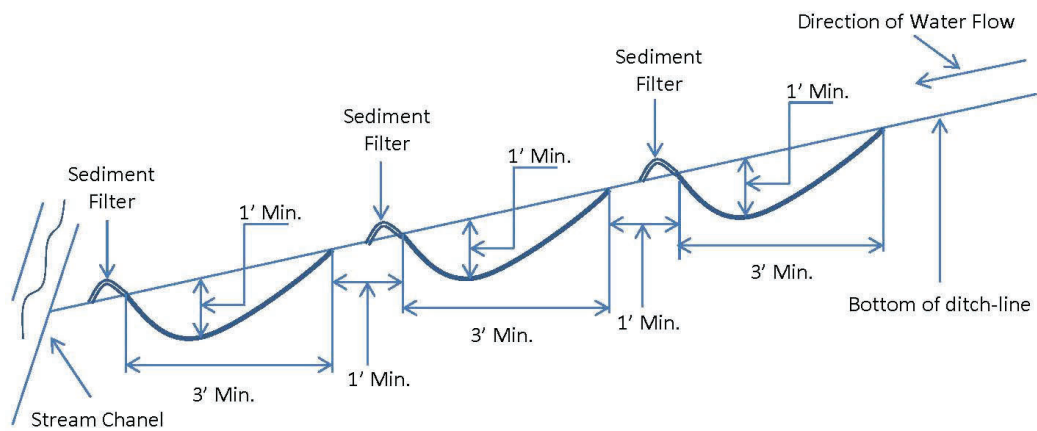
CROSSDRAIN REMOVAL DETAIL



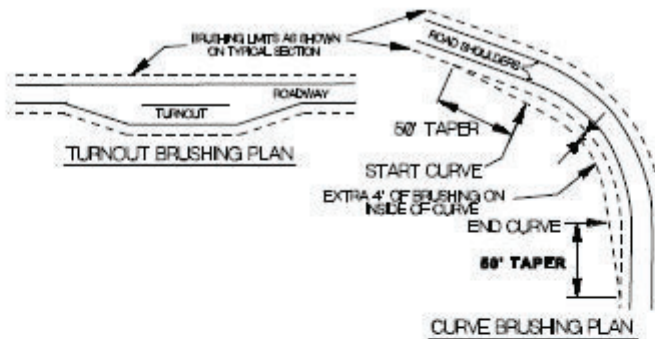
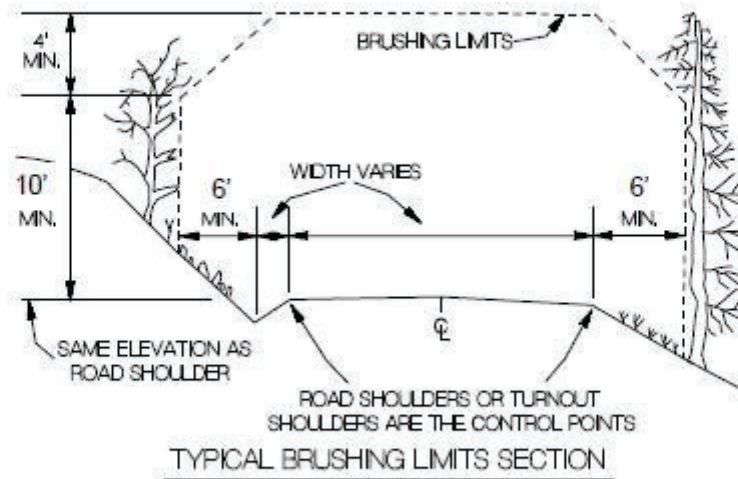
1) Excavated material may be wasted on the road surface on the downhill side of the excavation. Waste material shall be sloped at no steeper than ½ H:1V.

2) Resulting trench shall be keyed into the ditchline and sloped towards the outside edge of the road with a drop of at least 1 foot in 10 feet.

Top View

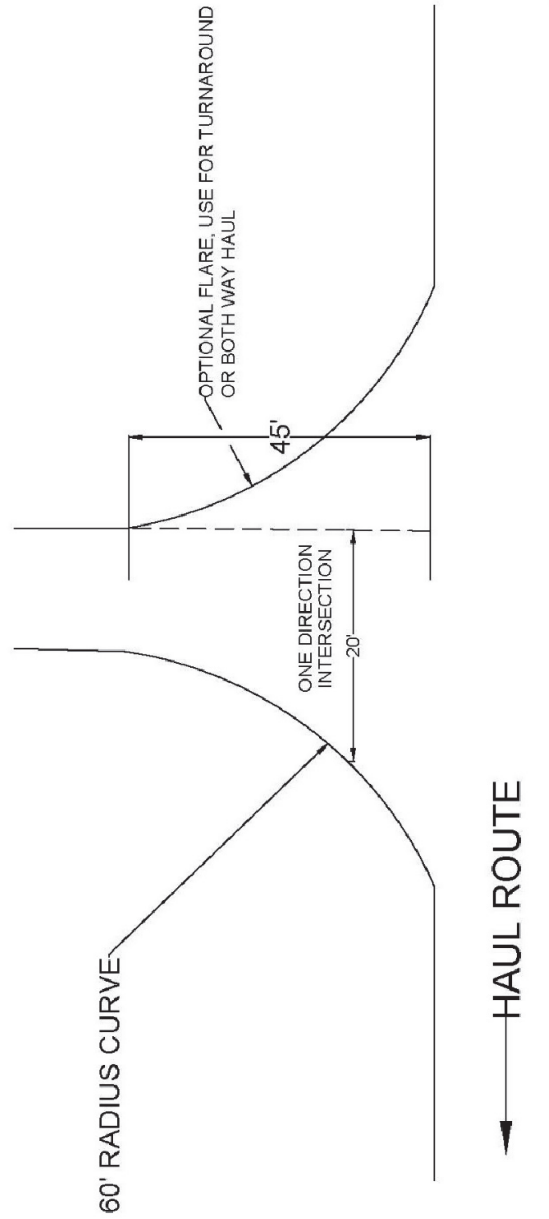


BRUSHING DETAIL



1. All vegetation within the brushing limits shall be cut to within 3 inches of the ground, unless otherwise directed by the Contract Administrator
2. All brush, trees, limbs, etc. shall be removed from the road surface, cut banks, culvert inlets/outlets, and ditch lines
3. All debris that may roll or move into the ditch line shall be removed and placed in a stable location

TYPICAL INTERSECTION



NOT TO SCALE

			SUMMARY - Road Development Costs																	
SALE NAME:	Last Crocker Sorts LEGAL DESCRIPTION:	CONTRACT#:	30-104812						REGION: Olympic						DISTRICT: Straits					
			0																	
ROAD NAME:			O-3300	O-3400	O-3410	O-3410	O-3410	O-3000	1+30 Spur	O-3200	O-3410	O-3420	O-3700	O-3200	O-3000	O-3000				
ROAD TYPE:			Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul				
NUMBER OF STATIONS:			1.00	25.40	7.00	4.05	12.70	1.30	7.55	3.00	7.20	4.40	4.25	61.70	49.95					
SIDESLOPE:			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%					
CLEARING AND GRUBBING:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
ROAD BRUSHING:			\$18	\$457	\$126	\$73	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
EXCAVATION AND FILL:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
ROAD GRADING:			\$0	\$165	\$46	\$26	\$83	\$8	\$49	\$20	\$47	\$29	\$28	\$401	\$325					
DITCH CLEANING/CONSTRUCTION:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:																				
Ballast:			50	50	120	0	0	0	0	0	0	0	0	0	0	0				
			\$1,784	\$1,803	\$4,318	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Surface:			0	330	140	60	0	0	0	0	0	0	0	0	0	0				
			\$0	\$9,525	\$4,030	\$1,719	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
1 1/4" Minus:			0	0	0	0	100	0	0	0	0	0	0	0	0	0				
			\$0	\$0	\$0	\$0	\$3,063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
CULVERTS AND FLUMES:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
STRUCTURES:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
MISC. EXPENSES:			\$24	\$293	\$81	\$64	\$74	\$8	\$44	\$18	\$42	\$26	\$25	\$361	\$292					
OVERHEAD:			\$146	\$979	\$688	\$151	\$354	\$2	\$10	\$4	\$10	\$6	\$6	\$84	\$68					
TOTAL COSTS:			\$1,972	\$13,222	\$9,288	\$2,033	\$3,574	\$18	\$103	\$41	\$99	\$60	\$58	\$846	\$685					
COST PER STATION:			\$1,972	\$521	\$1,327	\$502	\$281	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14				

		SUMMARY - Road Development Costs											
SALE NAME: Last Crocker Sorts		CONTRACT#:	30-104812		REGION: Olympic		DISTRICT: Straits						
		LEGAL DESCRIPTION	0										
ROAD NAME:			O-3000	O-3200	O-3300	O-3400	O-3410	O-3410					
ROAD TYPE:			Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul					
NUMBER OF STATIONS:			1	21	1	25	7	4					
SIDESLOPE:			0%	0%	0%	0%	0%	0%					
CLEARING AND GRUBBING:			\$0	\$0	\$0	\$0	\$0	\$0					
ROAD BRUSHING:			\$0	\$0	\$0	\$0	\$0	\$0					
EXCAVATION AND FILL:			\$0	\$0	\$0	\$0	\$0	\$0					
ROAD GRADING:			\$8	\$134	\$7	\$165	\$46	\$26					
DITCHING:			\$0	\$0	\$0	\$0	\$0	\$0					
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:													
Ballast:			0	0	0	0	0	0					
Surface:			\$0	\$0	\$0	\$0	\$0	\$0					
1 1/4" Minus:			0	0	0	0	0	0					
CULVERTS AND FLUMES:			\$0	\$0	\$0	\$0	\$0	\$0					
STRUCTURES:			\$0	\$0	\$0	\$0	\$0	\$0					
MISC. EXPENSES:			\$8	\$120	\$6	\$149	\$41	\$24					
OVERHEAD:			\$2	\$28	\$1	\$35	\$10	\$6					
TOTAL COSTS:			\$18	\$282	\$14	\$348	\$96	\$56					
COST PER STATION:			\$14	\$14	\$14	\$14	\$14	\$14					

Forest Access Road Maintenance Specifications

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

Forest Access Road Maintenance Specifications

Preventative Maintenance

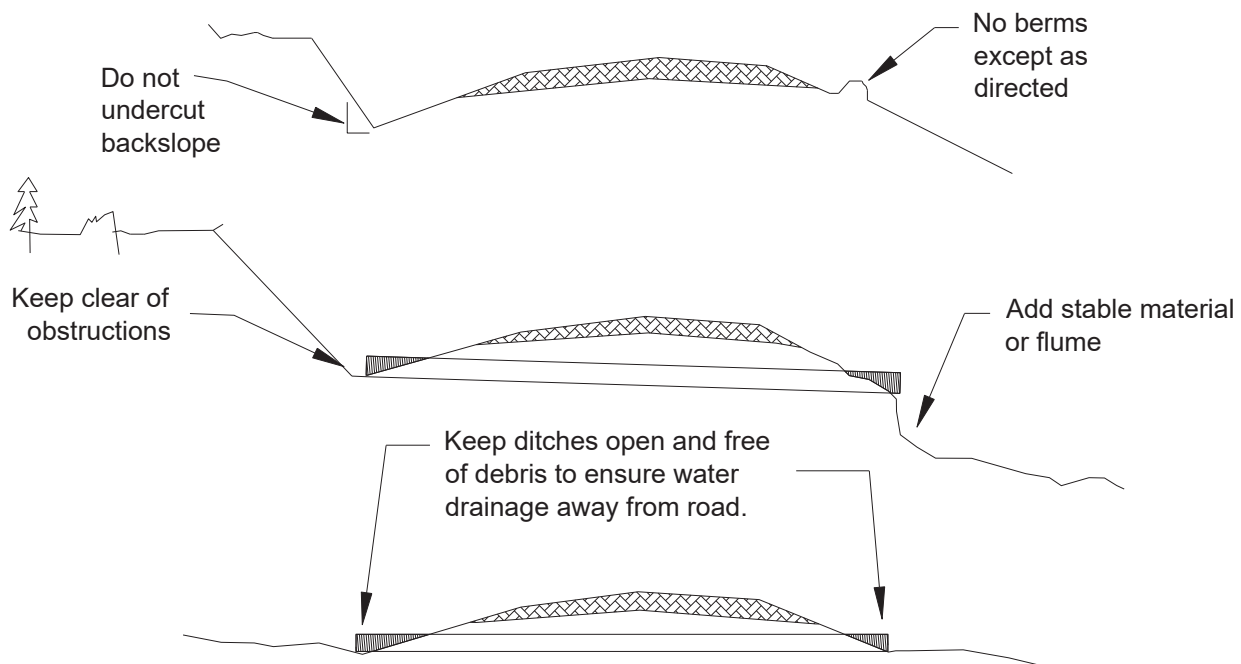
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



CONTRACTOR CERTIFICATION
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See [RCW 39.26.160\(2\) and \(4\)](#). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB5301](#)).

SOLICITATION DATE: Month _____, Day _____, Year _____

I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ **NO WAGE VIOLATIONS.** This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

☐ **VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.

EXHIBIT G[illegible]

Engineers Estimate \$ 356,132.29

EXHIBIT G

				Contractor Proposed Stations	Price per Station	Total Price
Road	Type	Stations or Quantities	Work Type Completion			
PT-O-3000	Pre-Haul Maint	61.70	Required		\$	\$
PT-O-3000	Pre-Haul Maint	49.95	Required		\$	\$
PT-O-3000	Pre-haul Maint.	1.30	Required		\$	\$
PT-O-3000	Construction	12.70	Optional		\$	\$
1+30 Spur	Construction	1.3	Optional		\$	\$
PT-O-3200	Pre-Haul	20.55	Required		\$	\$
PT-O-3200	Re-Construction	4.25	Required		\$	\$
PT-O-3200	Pre-Haul Maint	7.55	Optional		\$	\$
PT-O-3300	Pre-haul Maint.	1.00	Required		\$	\$
PT-O-3400	Pre-Haul Main	25.40	Required		\$	\$
PT-O-3410	Pre-Haul Main	7.00	Required		\$	\$
PT-O-3410	Pre-Haul Main	4.05	Required		\$	\$
PT-O-3410	Construction	3.00	Optional		\$	\$
PT-O-3420	Construction	7.20	Optional		\$	\$
PT-O-3700	Construction	4.40	Optional		\$	\$
All Roads	Pre-Haul Maintenance	1.00	Required		\$	\$
					Total Road Cost Proposal	\$
* Note: A Price per Station and Total must be entered for all roads. Each Total is calculated by multiplying the Stations or Quantities by the Price Per Station. All totals must be summed and entered as the Total Road Cost Proposal.						

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

**HARVESTING SERVICES CONTRACT
SEALED BID FORM**

(Print Project Name)

(Agreement No.)

(Print Company Name)

(Street Address)

(Business Telephone Number)

(City, State and Zip Code)

(email address)

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

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

☐

\$/Ton of timber harvested and delivered.

☐

\$/mbf of timber harvested and delivered.

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

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

☐

\$/Ton of poles harvested and delivered.

☐

\$/mbf of poles harvested and delivered.

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

To meet Hauling obligations, I bid:

Hauling Bid Factor

(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFQ section 1.05.

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

☐

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

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

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

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

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

/

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

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

(Signature of authorized representative submitting this bid)

(Date)

(Print name and title of authorized representative signing bid)

Statement of Available Resources and Work Plan

Attach additional pages if necessary.

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

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

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