



**STATE OF WASHINGTON**  
**DEPARTMENT OF FISH & WILDLIFE**  
**REQUEST FOR QUOTATIONS (RFQ)**  
**RFQ # 23-00024**

PROJECT TITLE: Soda Springs Phase 2 Forest Restoration Project

RFQ RELEASE DATE: 9/1/2023

**QUESTIONS REGARDING RFQ DUE: 9/12/2023**

WDFW RESPONSE DATE FOR QUESTIONS: 9/14/2023

**QUOTATION DUE DATE: 9/19/2023**

APPARENT SUCCESSFUL BIDDER ANNOUNCED: 9/21/2023

EXPECTED TIME PERIOD FOR CONTRACT: October 2<sup>nd</sup>, 2023 – December 31<sup>st</sup>, 2023

**CONTRACTOR ELIGIBILITY:** This procurement is open to those contractors who are pre-qualified and listed on the Department of Natural Resources' (WDNR) Eligible Harvester Pool and meet the minimum qualifications in Section 2 of this RFQ. Potential bidders, not on the WDNR list, may also submit a bid but must include additional documentation listed under 1.06 RFQ Definitions and meet the minimum qualifications in Section 2 of this RFQ.

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## SECTION 1 INTRODUCTION

### 1.01 Project Summary

The Washington State Department of Fish & Wildlife, (WDFW) solicits Quotations from firms interested in participating on a project described below and the Harvesting Services Contract (Exhibit D). The selected harvester will be expected to access, cut, yard, load and haul logs from the Soda Springs Phase 2 Timber Sale to specified delivery points.

The Soda Springs Forest Restoration Phase 2 project is intended to improve ecological integrity ratings, habitat for multiple wildlife species, and forest health on the Klickitat Wildlife Area. Special emphasis for this project is placed on improving habitat for the western gray squirrel. Approximately 275 acres of overstocked forest stands on 6 units will be commercially thinned to more closely reflect the historic range of variability found in fire dependent forests on the east slopes of the Cascades before 1880. This will include a reduction in stocking levels to approximately 25 trees per acre on drier sites to 45 trees per acre in areas with more available moisture (north aspects, protected draws, etc.). All of the commercial thinning units will be marked with orange paint to denote retention trees.

In all units, the thinning prescription will use a combination of Individual, Clumps and Openings (ICO) techniques and stocking/spacing strategies. A 25-foot radius circle around documented western gray squirrel nest trees will be completely bounded out of the treatment area, and will not be thinned. These protected nest buffers will help provide a clumpy pattern of retention trees across all units, helping to provide a mosaic pattern that mimics historic fire patterns.

### 1.02 Purpose and Background

This Request for Quotations 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 and delivering to designated purchasers approximately **13,160 tons of sawlogs** and approximately **1,780 tons of pulp** in 6 unit(s).

The Soda Springs Phase 2 thinning Project is located approximately 15 miles northwest of Goldendale, WA. It is part of the WDFW Klickitat Wildlife Area in Klickitat County, The units are located in part of Sections 5, 8, 17, 20, 26 and 34, Township 5 North, Range 14 East, WM. See attached project maps for detailed views).

### 1.03 Minimum Qualifications

Eligible Bidders must be licensed to do business in the State of Washington; must demonstrate that they are capable of performing the work and meet the requirements outlined in the Harvesting Services Contract (Exhibit D), Road Summary (Exhibit E), and Road Plan (Exhibit F); and have been pre-qualified and are currently on the WDNR Eligible Harvesters Pool List. Bidders must 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 the RFQ. WDFW contract management staff will review Bidders' submissions and determine whether they are responsive to the procedural instructions in this RFQ. Non-responsive Quotations will be eliminated from further consideration.

#### 1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Quotations (RFQ) and subsequent bidding process is tentatively scheduled for October 2<sup>nd</sup>, 2023 through December 31<sup>st</sup>, 2023, with log deliveries to be completed by November 30<sup>th</sup>, 2023. Any amendments extending the period of performance shall be at the sole discretion of WDFW.

Contract may be Amended to compensate for costs not anticipated at the time of this RFQ.

Please review the contract draft to ensure there are no other terms or conditions that may need to be negotiated and include a note in your response, so we are aware. Please list the specific detail of the language you may want to have negotiated.

#### 1.05 Payment for Work

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

Depending on the project bid structure defined in section 2.08 of this RFQ, payment will be calculated using:

- The Contractor's On Board Truck (OBT) bid rate per Ton for logs harvested and delivered for sort(s) 1-3 delivered from WDFW Units 4, 5, 6, 7, 8, and 9.
- Payments to the Contractor for hauling services for sorts 1-3 from all units 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 = (( $\$0.16 \times C$  miles) + ( $\$0.11 \times A$  miles)) x (Fuel Index Factor)

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at <https://www.eia.gov/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 **for each sort** dependent upon total mileage to purchaser using contractor's haul bid factor:*

**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 **for each sort** dependent upon total mileage to purchaser using contractor's haul bid factor:*

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

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

**= \$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.

- 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 Quotations:

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

**WDFW** - The State of Washington, Department of Fish and Wildlife.

**WDNR** - The State of Washington, Department of Natural Resources.

**Eligible Bidder** – harvesting company, logging firms, operators of logging equipment, or any firms, business or individuals that have been pre-qualified and are currently on Washington Department of Natural Resources' (WDNR) Eligible Harvesters Pool List.

Potential bidders not on the DNR approved eligible bidders list may submit a bid if they provide references, a list of at least 3 similar projects, successfully completed, in the last 3 years and any additional information that demonstrates the contractor's ability to fulfill all contractual obligations. WDFW reserves the right to determine if contractors not on the DNR's approved eligible bidders list are qualified to bid on this project.

**Harvesting Services Contract** – The agreement between WDFW and a Contractor that defines the work to be done by the Contractor. The Contractor and WDFW sign this contract after the timber sale auction where the Purchasers of the log sorts has been determined.

**Purchaser** – Person or company that has purchased logs to be delivered by the contractor of a contract harvest sale. A Contract Harvesting sale usually has numerous Purchasers.

**Quotation** – Official bid form submitted by eligible Bidders. A complete Quotation consist of the bid rate for delivered logs, the bid rates for hauling services, and a completed Statement of Available Resources and Work Plan. See Section 2.08 for the Quotation format.

**Request for Quotations (RFQ)** – This formal procurement process used to solicit bids from pre-qualified firms for the right to perform the work defined in this RFQ.

**RFQ Coordinator** – WDFW employee who oversees the contractor selection process and serves as the main point of contact between the WDFW and eligible bidders.

**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 any subcontracted services rendered.

## **SECTION 2 GENERAL INFORMATION FOR ELIGIBLE BIDDERS**

### **2.01 RFQ Coordinator**

The RFQ Coordinator is the sole point of contact at WDFW for this procurement. Any other communication will be considered unofficial and non-binding on WDFW. Bidders are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the bidder.

RFQ Coordinator:	Deanna Luque
Phone:	360-902-8358
Email:	<a href="mailto:deanna.luque@dfw.wa.gov">deanna.luque@dfw.wa.gov</a>

## 2.02 Estimated Project Schedule

**Pre-Work Meeting:** September 29<sup>th</sup>, 2023

**Start Work:** October 2<sup>nd</sup>, 2023

**\*Tentative start date pending adequate winter logging conditions.**

**Pre-Haul Road Maintenance:** All pre-haul maintenance, re-construction and new construction for each unit must be completed prior to haul unless otherwise approved in writing by the WDFW Contract Administrator.

**Harvest Expectations:** Eligible bidders are expected to prepare a Quotation that will achieve the goal of having all log deliveries completed by November 30<sup>th</sup>, 2023, and all contractual obligations, including road abandonment, completed by December 31<sup>st</sup>, 2023.

**Road Abandonment:** Prior to the Harvesting Services Contract termination date of December 31<sup>st</sup>, 2023, all roads identified in the road summary and road summary narrative for abandonment shall be abandoned as per Forest Practice Abandonment Standards. This includes all required roads and all optional roads deemed necessary by the Contractor. The WDFW Contract Administrator and the WDFW Forest Practices Forester must approve all road abandonment work before removing equipment from the site. A contract extension for final roadwork, including road abandonment, will be considered if roadwork cannot be completed in a satisfactory manner on or before December 31<sup>st</sup>, 2023.

## 2.03 Pre-Bid Field Tour:

If bidders have a desire to tour the WDFW project area before bids are submitted, please contact:

- Leland Lauffer, WDFW Statewide Forester, at 360-584-8180 or [Leland.Lauffer@dfw.wa.gov](mailto:Leland.Lauffer@dfw.wa.gov)
- Rod Pfeifle, WDFW Statewide Forester, at 509-680-3175 or [Rod.Pfeifle@dfw.wa.gov](mailto:Rod.Pfeifle@dfw.wa.gov)

## 2.04 Eligible Bidder's Questions:

There will be an opportunity for bidders to ask questions about the RFQ before submitting their bid. Questions must be submitted by email to the RFQ Coordinator at [Deanna.luque@dfw.wa.gov](mailto:Deanna.luque@dfw.wa.gov) no later than 9/12/2023 by 4:30 PM. WDFW will reply to questions on 9/14/2023 by 4:30 PM. **Only responses received in writing from the RFQ Coordinator will be considered official and binding.**

### Pre-bid Conference and Vendor Questions

Bidders wishing to submit a proposal for this procurement may attend an optional Pre-Bid Conference on 9/14/2023 from 11 A.M. to 12 P.M., local Olympia WA time. This conference will be held virtually via a Microsoft Teams meeting; the link to this meeting is below:

### **Join on your computer, mobile app or room device**

Click here to join the meeting

Meeting ID: 254 574 069 457

Passcode: TxxhVG

Download Teams | Join on the web

### **Or call in (audio only)**

+1 564-999-2000,94176832 United States, Olympia

Phone Conference ID: 941 768 32#

Find a local number | Reset PIN

Learn More | Meeting options

## **2.05 Washington's Electronic Business Solution (WEBS).**

This RFQ and all amendments and answers to questions about the RFQ will be published through the Washington Electronic Business Solution (WEBS) system. All bidders must register with WEBS at [www.des.wa.gov](http://www.des.wa.gov) and maintain an accurate bidder profile. Bidders are also responsible for downloading this RFQ and all other documents related to the RFQ, including amendments.

Notification of amendments to the RFQ will be provided only to those bidders who have registered with WEBS and have downloaded the RFQ from WEBS. Failure to do so may result in a bidder having incomplete, inaccurate, or otherwise inadequate information about the project and proposal requirements.

Note: Persons with disabilities who are unable to utilize the WEBS system and/or need to receive the RFQ and related information in an alternative format should contact the RFQ Coordinator, whose contact information appears in Section 2.01.

## **2.06 Delivery of Quotations:**

Bidders must send a completed Quotation to the RFQ Coordinator at the email address or mailing address listed in Section 2.01. Please reference **RFQ 23-00024** in the subject line of the e-mail.

The Quotation must be received by the RFQ Coordinator no later than 4:30 PM on 9/19/2023. Late Quotations will not be accepted. WDFW assumes no responsibility for delay in transmission of Quotations. WDFW will use the "time stamp" on emails as the official time of receipt for email.

## **2.07 Proprietary Information/Public Disclosure:**

Quotations are considered public records as defined in chapter 42.56 RCW. In the event a Contactor desires to claim portions of its Quotation proprietary and exempt from public disclosure, it must clearly identify those portions. Each page of the Quotation 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 Bidder 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 Quotation will become part of the Harvesting Services Contract that is subject to public disclosure.

WDFW 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 RFQ Coordinator.

## **2.08 Harvesting Services Contract Quotation Format**

The following bid elements are **required for a responsible bid**:

Exhibit A	Certifications and Assurances	<b>Required</b>
Exhibit B	Bidder Profile	<b>Required</b>
Exhibit H	Harvesting Services Bid Form, including: OBT harvesting rate per Ton for <b>Sorts 1-3</b> Haul bid factor (formatted to 3 decimals i.e. #.###) Statement of Available Resources and Work Plan	<b>Required</b>
Exhibit I	Harvesting Services Contract Road Cost Bid Form	<b>Required</b>

## **2.9 Revisions to the RFQ**

WDFW reserves the right to revise the RFQ and/or to issue addenda to the RFQ. The published vendor questions, and WDFW answers shall be an amendment to the RFQ.

WDFW 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 WDFW finds it necessary to revise any part of the RFQ an amendment will be made available through WEBS.

## **2.10 Most Favorable Terms:**

WDFW reserves the right to determine the Apparent Successful Bidder without further discussion of the Quotation submitted. Therefore, the Quotation should be submitted initially on the most favorable terms which the Eligible Bidder can propose. There will be no best and final offer procedure. WDFW reserves the right to contact an Eligible Bidder for clarification of a Quotation.

## **2.11 Cost to Propose**

WDFW will not be liable for any costs that the Eligible Bidder incurs in preparing a Quotation related to this RFQ or any other activities related to responding to the RFQ.

# **SECTION 3 PROJECT SCOPE OF WORK**

## **3.01 Project Scope of Work.**

The Project Scope of Work is defined in the Harvesting Services Contract (Exhibit D), Road Plan (Exhibit F), Timber Sale Map (Exhibit C) and ARRF Rates (Exhibit G).

## **3.02 SPECIAL REQUIREMENTS**

- Access to Soda Spring Phase 2 units 7, 8, and 9 will require the installation of a rock ford within a stream channel when conditions are dry.

- Soda Springs Phase 2 unit 5 (23 acres) is an optional unit dependent upon adjacent landowner formal permission.

## **SECTION 4      QUOTATION EVALUATION**

### **4.01      Evaluation Team**

WDFW will designate an evaluation team to evaluate Quotations. The evaluation team will evaluate Quotations according to the requirements outlined in this RFQ and any amendments issued.

### **4.02.      Administrative Requirements**

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

### **4.03      Responsibleness**

When evaluating the Quotations, the evaluation team will consider the bidder's responsibleness. An Eligible Bidder is responsible if it:

- Has adequate financial resources to perform the Harvesting Services 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. An Eligible Bidder shall not be determined responsible, or non-responsible, solely based on a lack of relevant performance history, unless the WDFW determines special standards are appropriate. A Bidder that is, or recently has been, seriously deficient in contract performance shall be presumed to be non-responsible, unless WDFW determines that the circumstance were properly beyond the Bidder's control, or that the-Eligible Bidder 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 Harvesting Services Contract is a significant factor to consider in determining satisfactory performance. WDFW shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.
- Special standards properly identified in this solicitation will apply to all Contractors and their subcontractors.

### **4.04      Signatures**

Quotations must be signed and dated by a person authorized to bring the Bidder 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.

### **4.05      Failure to Comply**

If the Bidder fails to comply with any requirement of the RFQ, WDFW will reject the Quotation.

#### **4.06 Rejecting Quotations**

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

#### **4.07 Information Used for Evaluation**

The evaluation will include the Bidder's references, previous WDFW and WDNR performance evaluations, the ability to meet any specials standards, and their Quotation including their "Statement of Available Resources and Work Plan". The objective is meant to identify a Contractor best qualified to meet the requirements of this RFQ and available for providing the services as needed by WDFW.

#### **4.08 Lowest Responsible Bidder**

Award of the Harvesting Services Contract shall be determined by 70% bid price and 30% experience. 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 Harvesting Services Contract
- b. The character, integrity, reputation, judgement, experience, and efficiency of the bidder
- c. Whether the bidder can perform the Harvesting Services 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 Harvesting Services Contract or services.
- f. WDFW's determination that a bidder is not qualified shall result in the rejection of the bid submitted.

#### **4.09 Notice of Award**

WDFW will notify all bidders via email of the selection of Apparent Successful Bidder via e-mail.

#### **4.10 Harvesting Services Contract Terms**

The successful bidder will be required to sign a Harvesting Services Contract that contains general terms and conditions substantially the same as those included with the RFQ Exhibit D.

#### **4.11 Authority to Bind WDFW**

Only the Director of WDFW and his/her designated representatives may legally commit WDFW to contracts. The Bidder shall not incur, and WDFW shall not pay, any costs incurred before a contract is fully executed.

#### **4.12 Procurement Complaint Process**

Vendors considering submitting a bid or proposal in response to any request for bids, request for qualifications, request for proposals or any solicitation for goods and services under RCW 39.26 may submit complaints regarding a particular solicitation to the WDFW solicitation point of contact. Bidders may submit a complaint on the following for any solicitation:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

All complaints submitted under this process must:

- Be in writing;
- Be received by the WDFW solicitation point of contact by e-mail not later than five business days before the vendor's response to a solicitation is required to be submitted to WDFW.
- Clearly articulate the basis for the complaint; and
- Include a proposed remedy.

WDFW will respond to complaints in writing and post the response (and any changes to the solicitation required by the response) on WEBS. The Director will be notified of all complaints and be provided a copy of WDFW's response. Bidders may not appeal the response or raise the same complaint during any protest period.

#### **4.13 Procurement Protest Procedure.**

RCW 39.26.170 requires WDFW to have a clear and transparent complaint process that allows bidders to submit protests after the announcement of the apparent successful bidder (ASB). The purpose of this process is to allow WDFW to correct evaluation process errors and problems before a contract is executed. After the announcement of the ASB, the WDFW solicitation point of contact must offer a debriefing conference to any bidder upon request. Bidders must request a debriefing conference within three (3) business days after the ASB is announced. In order to submit a protest for a solicitation:

- The bidder must have submitted a response for that solicitation;
- The bidder must have participated in a debriefing conference for that solicitation;
- The protest must be received by the WDFW solicitation point of contact by e-mail or letter within (5) business days after the bidder's debriefing conference; and
- The protest must be in writing and clearly articulate the basis for the protest.

Bidders may submit a protest on the following issues for a solicitation:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the procurement document or agency protest process.

The WDFW Chief Financial Officer will act as the Protest Officer for as long as he/she has no involvement in the evaluation and award process; if he/she has such involvement the WDFW Deputy Director will select another neutral party to act as Protest Officer. The Protest Officer is responsible for investigating and responding to the protest in writing within 10 business days from receipt of the protest, unless additional time is needed. If additional time is needed the Protest Officer will notify the protesting bidder within 10 business days from receipt of the protest. The Protest Officer's decision regarding a protest is final.

## **SECTION 5      EXHIBITS**

<b>Exhibit A:</b>	<b>Certifications and Assurances</b>
<b>Exhibit B:</b>	<b>Bidder Profile</b>
<b>Exhibit C:</b>	<b>Timber Sale Maps</b>
<b>Exhibit D:</b>	<b>Harvesting Services Contract</b>
<b>Exhibit E:</b>	<b>Road Summary</b>
<b>Exhibit F:</b>	<b>Road Plan</b>
<b>Exhibit G:</b>	<b>Access Road Revolving Fund (ARRF) Equipment Rates</b>
<b>Exhibit H:</b>	<b>Harvesting Services Contract Bid Form</b>
<b>Exhibit I:</b>	<b>Harvesting Services Contract Road Cost Bid Form</b>

### Certifications and Assurances

We make the following certifications and assurances as a required element of submitting this Proposal, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the solicitation are conditions precedent to the award or continuation of the resulting contract.

1. We have read, understand, and agree to abide by all information contained in the solicitation, all Exhibits, and incorporated documents.
2. The attached Proposal is a firm offer for a period of **90** days following the Proposal Due Date specified in the solicitation, and it may be accepted by WDFW without further negotiation (except where obviously required by lack of certainty in key terms) at any time within this period. In the case of a protest, our Proposal will remain valid for **90** days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Proposal, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the state of Washington will not reimburse us for any costs incurred in the preparation of this Proposal. All Proposals become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Proposal. Submittal of the attached Proposal constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation.
5. We understand that any Contract awarded as a result of this Proposal will incorporate all solicitation requirements. Submittal of a Proposal and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the solicitation, all Exhibits, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in the solicitation, all Appendices, and incorporated documents of this solicitation.
6. By submitting this Proposal, we hereby offer to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.
7. We **are not** submitting any exceptions.
8. That neither we nor our "principals" (as defined in 49 CFR 29.105) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or the state of Washington.



9. That we have 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 solicitation date.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

By: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON

Title: \_\_\_\_\_  
TITLE OF PERSON SIGNING CERTIFICATE

Date: \_\_\_\_\_

**VENDOR CERTIFICATION EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS WASHINGTON STATE GOODS  
& SERVICES CONTRACTS**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 1803 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), the Washington Department of Fish and Wildlife will evaluate bids for best value and provide a bid preference in the amount of 3% to any bidder who certifies, pursuant to the certification below that its firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

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.

FIRM NAME: \_\_\_\_\_

NAME OF VENDOR – PRINT FULL LEGAL ENTITY NAME OF FIRM

*dba, if applicable* \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON

Title: \_\_\_\_\_

TITLE OF PERSON SIGNING CERTIFICATE

Date: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME OF PERSON MAKING CERTIFICATIONS FOR FIRM

Place: \_\_\_\_\_

PRINT CITY AND STATE

**BIDDER PROFILE**

**COMPANY INFORMATION** (for Contract administration purposes)

Company Name & Address:	Authorized Representative:	
	Phone:	
	Email:	
Ordering Address:	Payment Address:	
Federal Taxpayer Identification Number		
WA Dept. of Revenue Registration Number (UBI)		
WA Statewide Vendor Payment Number		

**REFERENCES**

Provide a minimum of three (3) commercial or government references for which Bidder has delivered goods and/or services similar in scope as described in the RFQQQ.

<b>1. Customer:</b>  Contact:  Phone:  Email:	
<b>2. Customer:</b>  Contact:  Phone:  Email:	
<b>3. Customer:</b>  Contact:  Phone:  Email:	

**SUBCONTRACTORS**

If applicable, on a separate sheet, identify any subcontractors who will perform services in fulfillment of contract requirements, the nature of services to be performed, and include federal tax identification (TIN) number for each subcontractor. If a subcontractor is a minority or women owned business, please include their OMWBE Certification Number (if certified). If necessary, attach additional sheets (please stamp or mark each page with a company name, mark, or initial). Do not include any Social Security Numbers.

The contractor, by including subcontractor(s) as part of your signed Proposal is your agreement to take complete responsibility, contract obligations, and liability for all actions of such subcontractors. All subcontractors are subject to DES approval. DES reserves the right to approve or disapprove any subcontractor.

**SALES/CUSTOMER SERVICE**

Purchasing Cards Accepted:

☐ Visa ☐ Master Card ☐ American Express ☐ Discover ☐ Other: \_\_\_\_\_

**MINORITY/WOMEN OWNED BUSINESS STATUS**

Is your firm a Minority/Women Owned Business? Yes ☐ No ☐

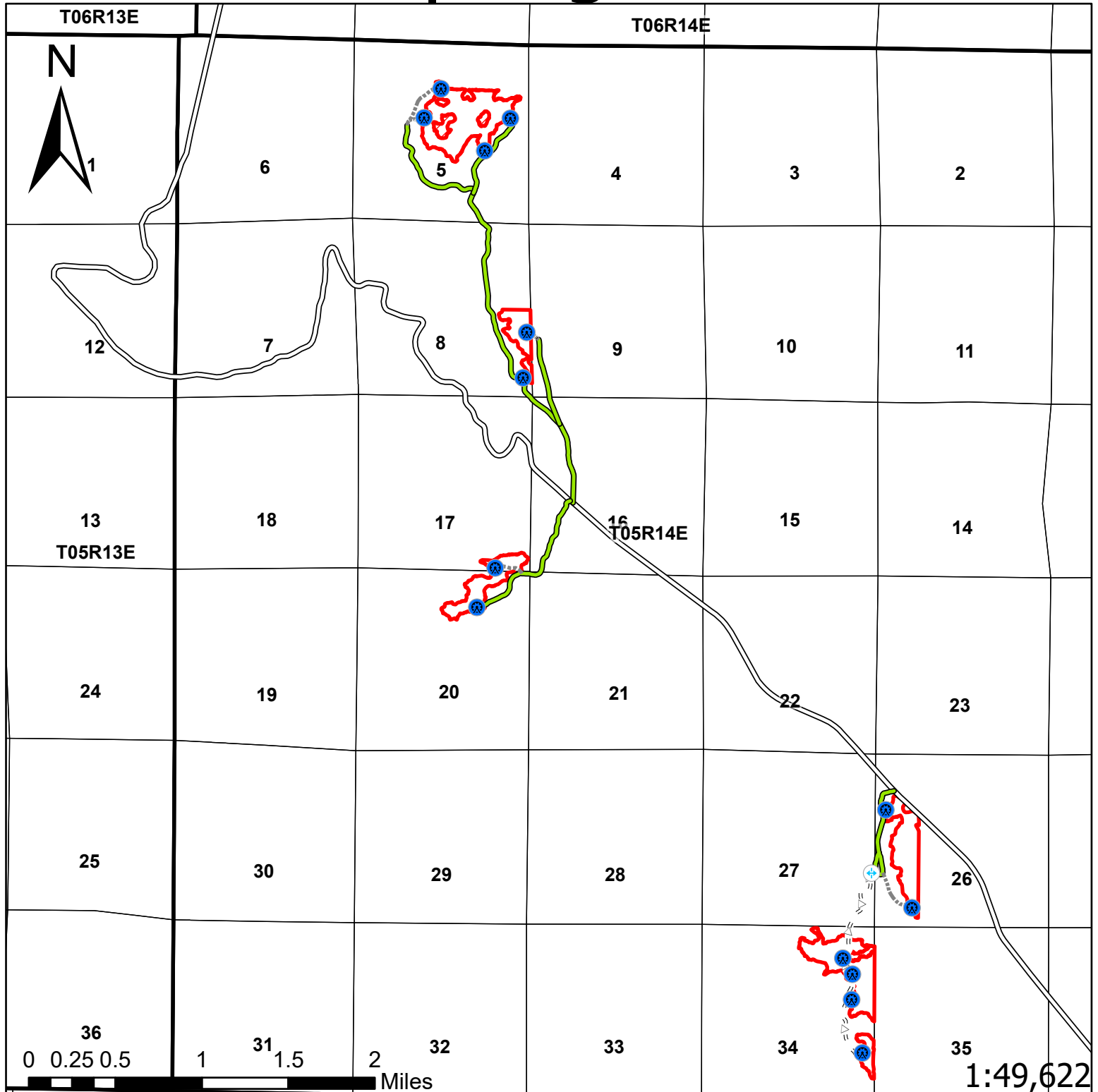
Office of Minority and Women-Owned Business Enterprises MWBE certification # \_\_\_\_\_

**VETERAN OWNED BUSINESS STATUS**

Is your firm a Veteran Owned Business? Yes ☐ No ☐

Washington State Department of Veterans Affairs certification # \_\_\_\_\_

# Soda Springs Phase 2



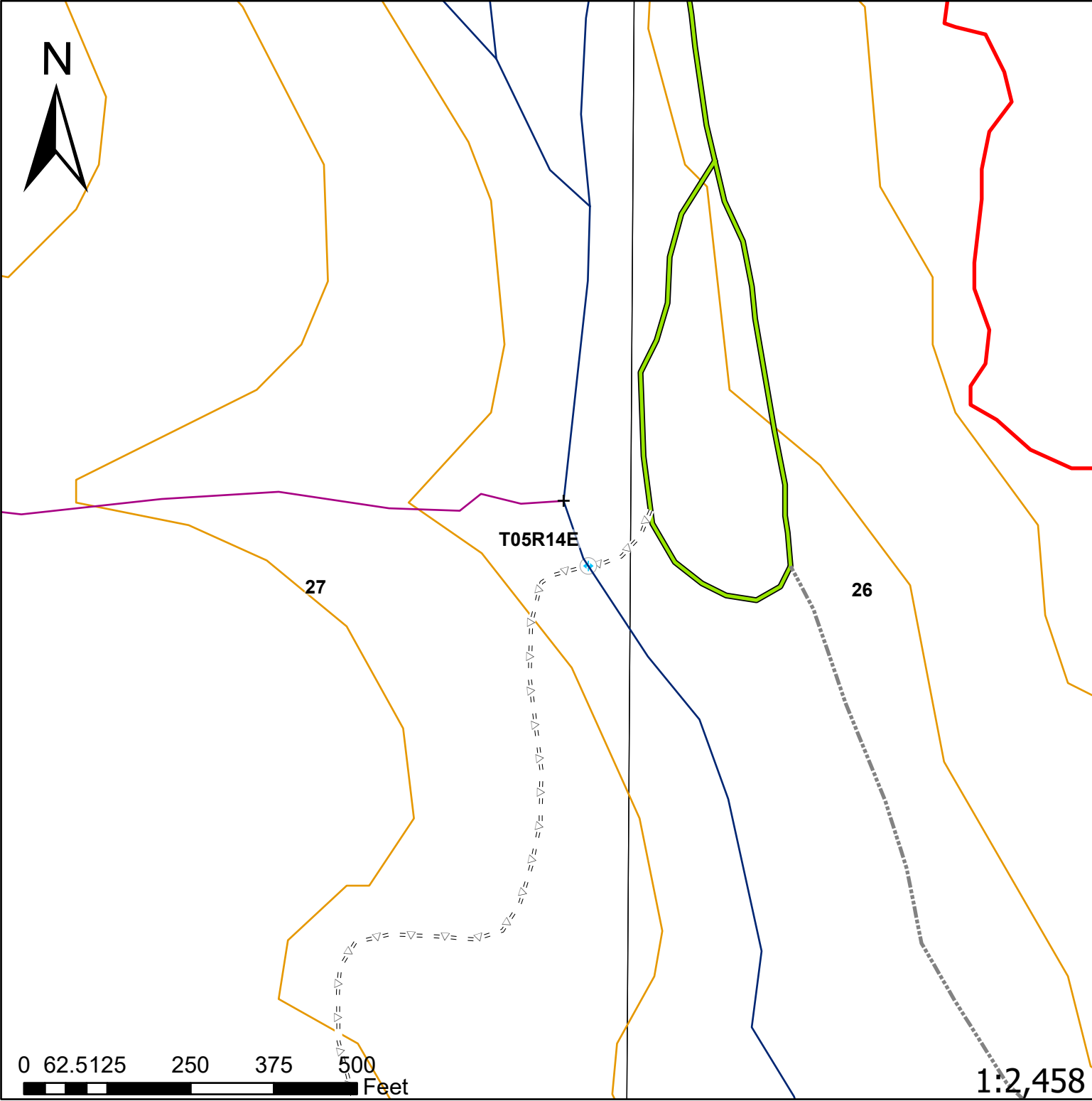
## Legend

- Ford
- Landing
- Existing Roads
- Green DOT Roads
- Required Pre-Haul Maintenance
- Spur
- Soda Springs Phase 2 Units
- Township Line
- Section Line

Klickitat Wildlife Area



# Soda Springs Phase 2 Ford Crossing



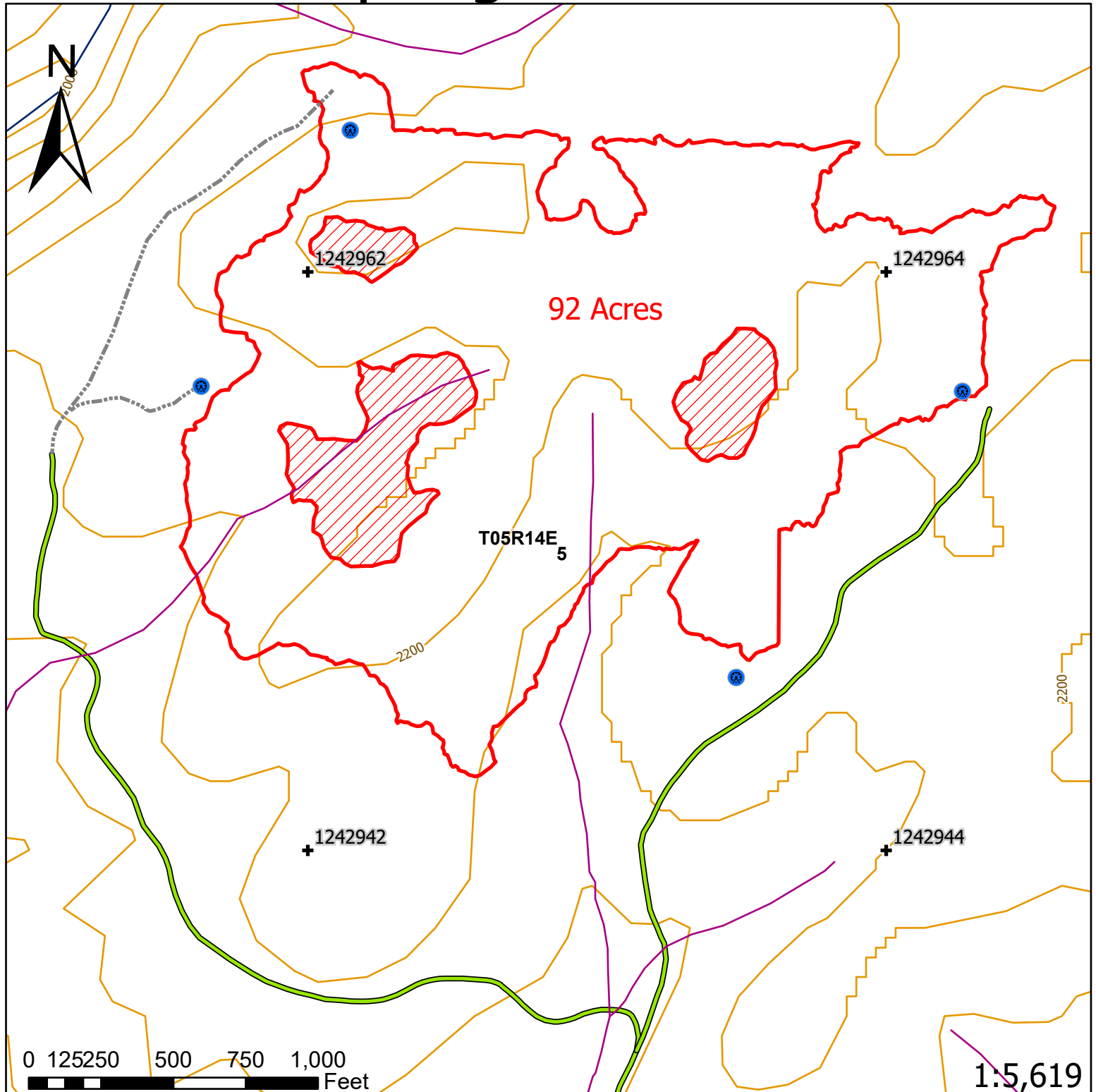
**Legend**

+	Water Type Breaks	-----	Spur
— F		<span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px;"></span>	Soda Springs Phase 2 Units
— N		—	40 ft. Contours
<span style="border: 1px solid blue; border-radius: 50%; padding: 2px;">+</span>	Ford	<span style="border: 2px solid black; display: inline-block; width: 20px; height: 10px;"></span>	Township Line
—	Green DOT Roads	<span style="border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>	Section Line
=△=	Required Pre-Haul Maintenance		

Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 4



## Legend

### Water Typing

F  
N

### Significant Points

Landing

### Road Types

Green DOT Roads  
Spur

### Unit Boundaries

Unit Boundaries

### Skip Areas

Skip Areas

### Master 2000 Tics

Master 2000 Tics

### 40 ft. Contours

40 ft. Contours

### Township Lines

Township Line

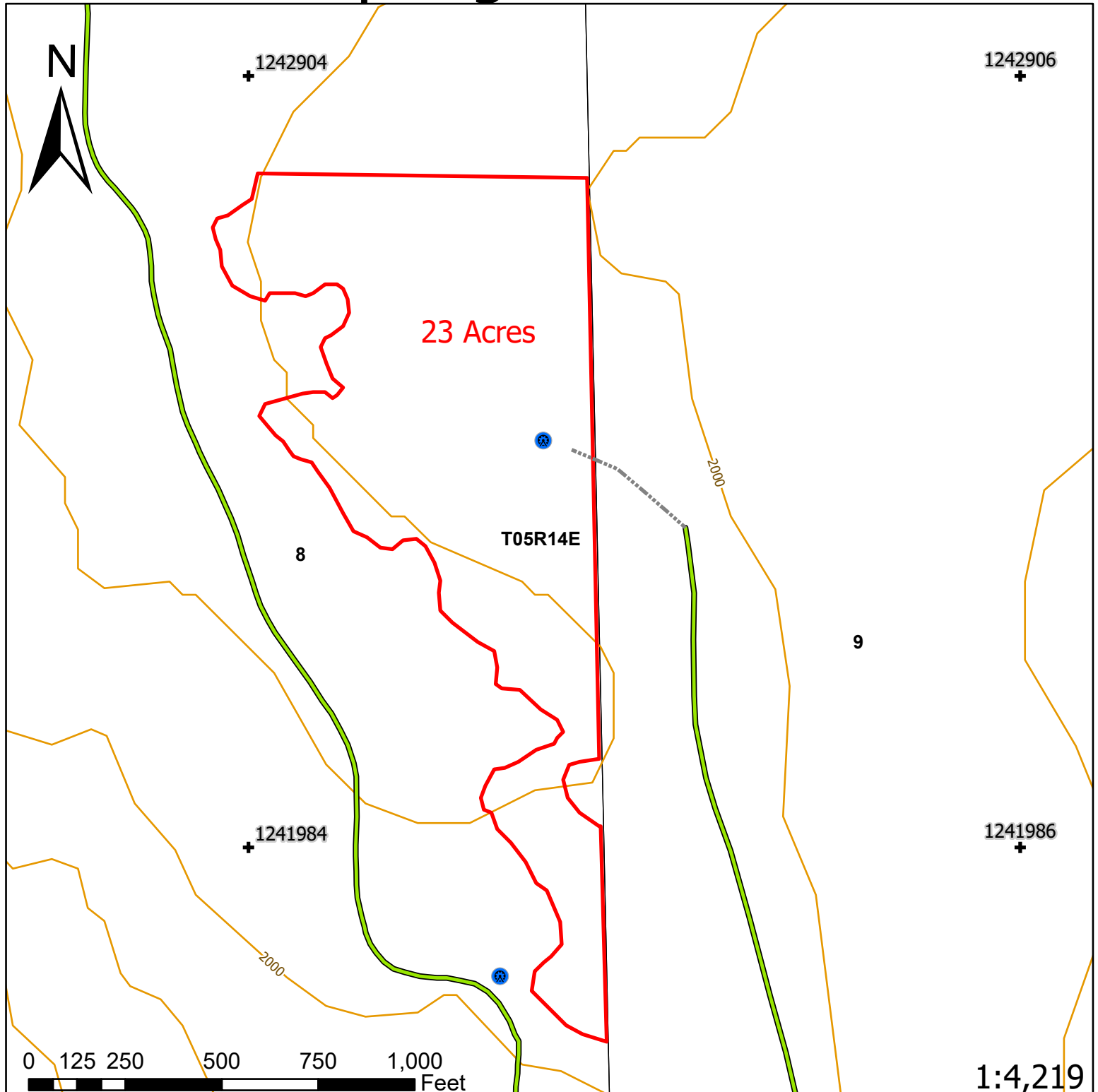
### Sections

Section Line

## Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 5




## Legend

### Significant Points


 Landing

### Road Types

 Green DOT Roads

 Spur


### Unit Boundaries

 Unit Boundaries

### Master 2000 Tics

 Master 2000 Tics

### 40 ft. Contours

 40 ft. Contours

### Township Lines

 Township Line

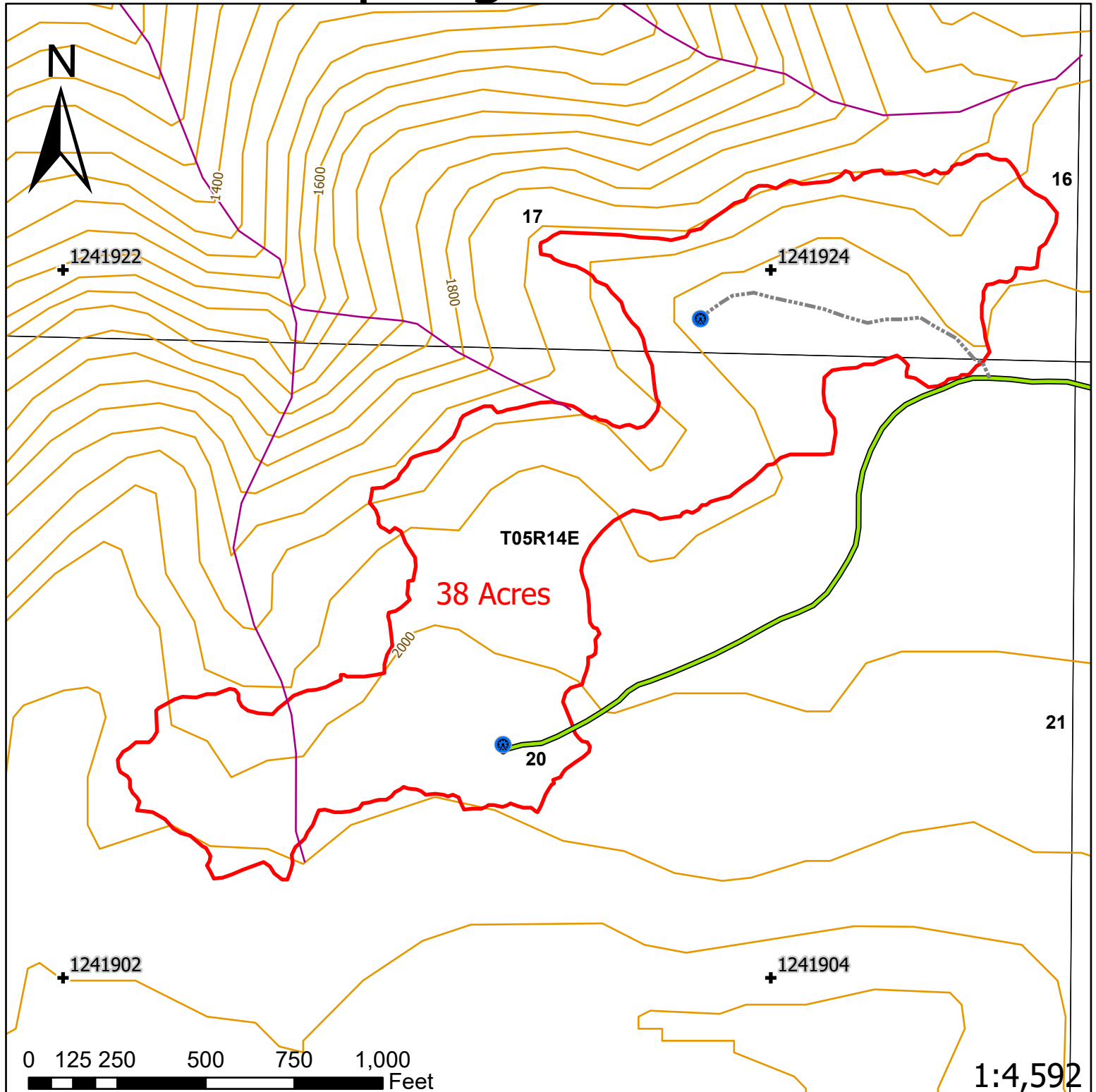
### Sections

 Section Line

Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 6



## Legend

### Water Typing

N

### Significant Points

Landing

### Road Types

Green DOT Roads

Spur

### Unit Boundaries

Unit Boundaries

### Master 2000 Tics

Master 2000 Tics

### 40 ft. Contours

40 ft. Contours

### Township Lines

Township Line

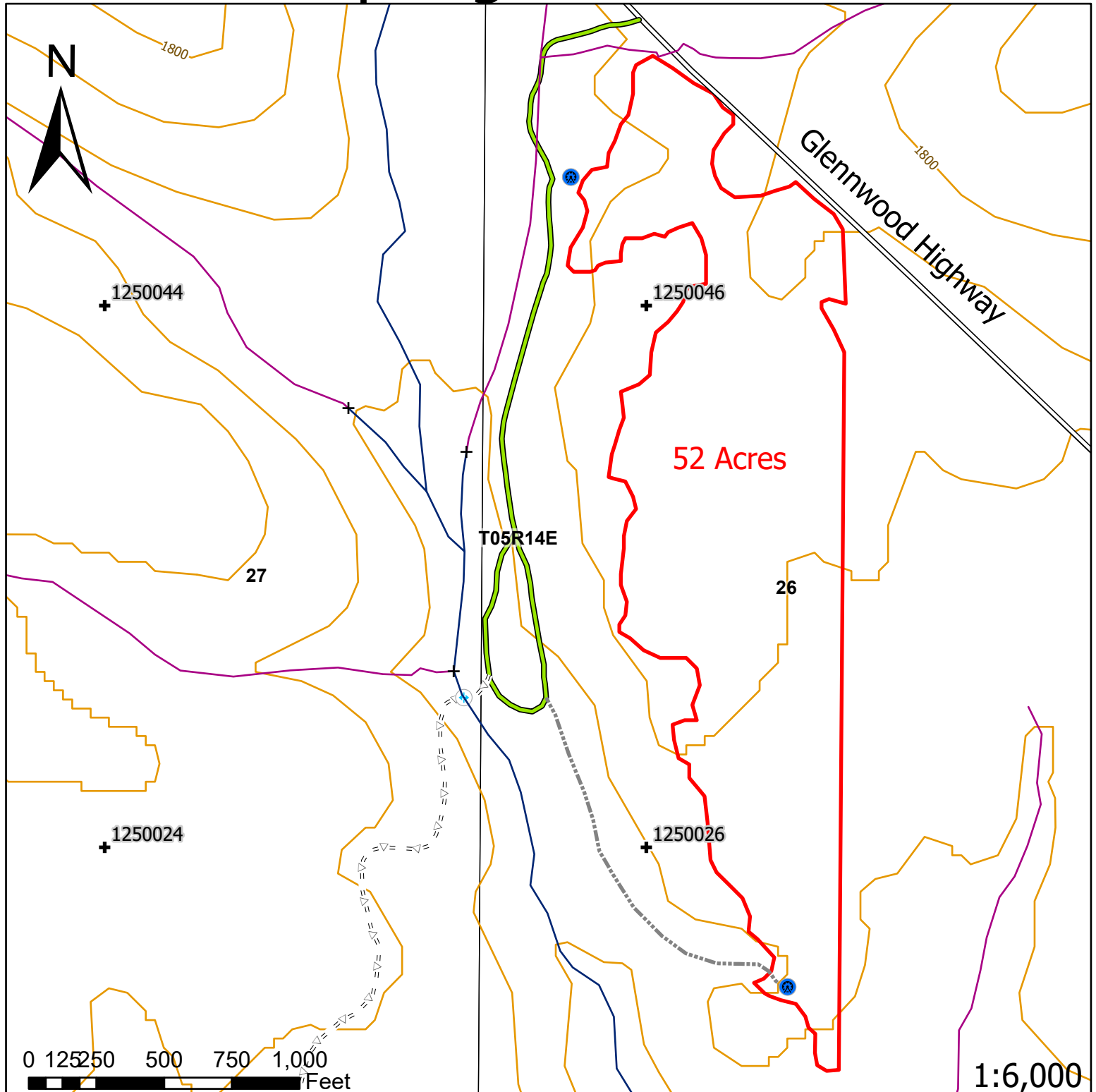
### Sections

Section Line

## Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 7

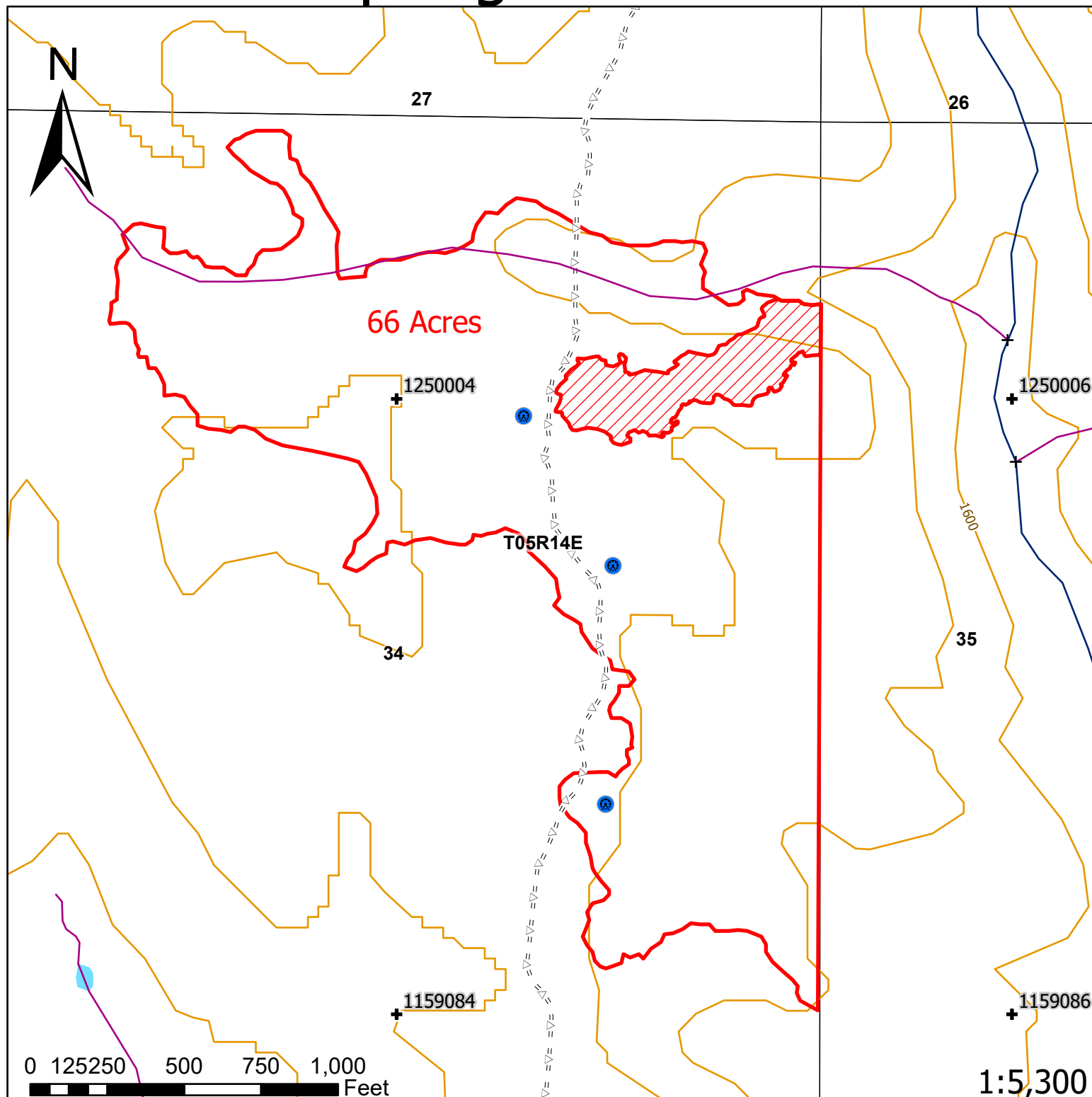


Legend			
<b>Water Type Breaks</b>	<b>Significant Points</b>	$\triangle=\triangle$ Required Pre-Haul Maintenance	40 ft. Contours
+	⊕ Ford	----- Spur	— 40 ft. Contours
<b>Water Typing</b>	⊙ Landing	<b>Unit Boundaries</b>	<b>Township Lines</b>
— F	<b>Road Types</b>	⬜ Unit Boundaries	⬜ Township Line
— N	— Existing Roads	<b>Master 2000 Tics</b>	<b>Sections</b>
	— Green DOT Roads	⊕ Master 2000 Tics	⬜ Section Line

Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 8

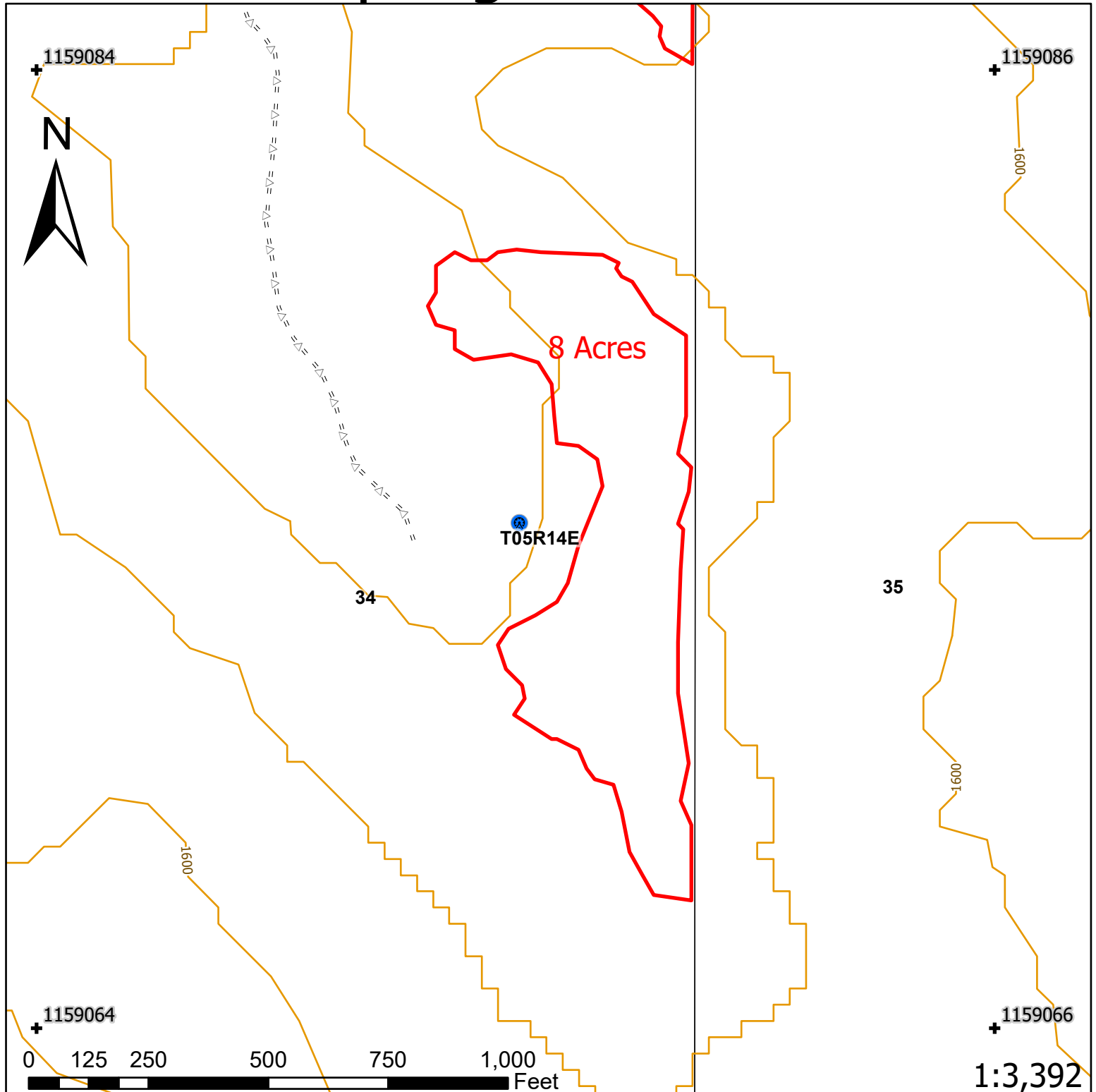


Legend			
<b>Water Type Breaks</b>	<b>Lakes and Reservoirs</b>	<b>Road Types</b>	<b>Master 2000 Tics</b>
+ Water Type Breaks	Lakes and Reservoirs	=Δ= Required Pre-Haul Maintenance	+ Master 2000 Tics
<b>Water Typing</b>	<b>Significant Points</b>	<b>Unit Boundaries</b>	<b>40 ft. Contours</b>
F	Landing	Unit Boundaries	40 ft. Contours
N		<b>Skip Areas</b>	<b>Township Lines</b>
		Skip Areas	Township Line

Klickitat Wildlife Area



# Soda Springs Phase 2 Unit 9




## Legend

### Significant Points

 Landing

### Road Types

 Required Pre-Haul Maintenance


### Unit Boundaries

 Unit Boundaries

### Master 2000 Tics

 Master 2000 Tics

### 40 ft. Contours

 40 ft. Contours

### Township Lines

 Township Line

### Sections

 Section Line

Klickitat Wildlife Area





**STATE OF WASHINGTON  
DEPARTMENT OF FISH AND WILDLIFE**

**HARVESTING SERVICES CONTRACT**

**CONTRACT NO. \_\_\_\_\_**

**SALE NAME: Soda Springs Phase 2 Restoration Thin**

**THE STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE,  
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: Wildlife Program Land Division Manager 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 Fish and Wildlife, landowner and seller of logs from the timber sale area. The State is represented by the Wildlife Program Lands Division Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Lands Division Manager or the designated Contract Administrator.

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

#### **G-015.1 Harvest Area and Location**

Contractor shall harvest and deliver, All delivered timber as described in Schedule A bounded by pink flagging in Units 4, 5, 6, 7, 8, and 9 meeting the specifications described below, located on approximately 275 acres on part(s) of Sections 5, 8, 17, 20, 26, and 34 in Township 5 North, Range 14 East, W.M. in Klickitat County, Washington as shown on the attached timber sale maps.

#### **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.

Logs produced under this contract will be manufactured by Contractor meeting the individual sort specifications and Purchaser's preferred log lengths, with a minimum length of 12 feet, unless otherwise directed by the Contract Administrator.

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

1

Agreement No.	Sort #	Species/Diameter Inside Bark (dib)/Specification	Scaling Rule	Preferred Log Lengths	Destination/Location	A Miles	C Miles
	1	DF / 5"+ dib saw	ES				
	2	PP/ 5"+ dib saw	ES				
	4	Pulp/ 2"+ Utility (Pulp)	ES				

"WS" indicates that west side scaling rules apply. Minimum trim is 8 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**

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.
- d. If poles are to be produced under this contract, they shall meet the specifications outlined in Schedule P, Pole Specifications.
- e. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Harvest Prescription Summary

B	Road Summary
C	Road Plan
D	DNR Access Road Revolving Fund (ARRF) Rates
E	Project Maps
F	Engineer Designs

#### **G-027.1 Log Delivery Schedule and Conditions**

- a. Contractor shall deliver logs to Purchaser's designated delivery location per G-022.1 clause. 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.

<b>Sort(s)</b>	<b>Maximum No. Loads/day</b>
<u>_All Sorts_</u>	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, the State shall determine the project starting date. The State shall notify the Contractor no later than fourteen (14) days prior to the anticipated starting date.

All activities required under this contract are to be completed between the starting date of October 1<sup>st</sup> 2023 and the expiration date of, December 31<sup>st</sup> 2023 All forest product deliveries are to be completed prior to November 30<sup>th</sup> 2023.

Contractor shall not have any right to enter the sale area to perform harvesting services after contract expiration.

**G-033.1 Curtailment 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-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-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 Fish and Wildlife in Olympia, Washington 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 Fish and Wildlife, its elected and appointed officials, agents and employees shall be named as an additional insured 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.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism.

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 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 Wildlife Program Lands Division Manager. The Wildlife Program Lands Division Manager will notify Contractor in writing who is responsible for administering the contract. The Wildlife Program Lands Division 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 post office address, so that their receipt may be acknowledged by Contractor.

G-030.1 Commencement Date

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 Wildlife Program Lands Division Manager for resolution prior to seeking other relief.
- b. The Wildlife Program Lands Division Manager will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the Wildlife Program Land Division Manager's decision, the contractor may make a written request for resolution to the Wildlife Program Manager for the Department of Fish and Wildlife.
- d. Unless otherwise agreed, the Wildlife Program Manager will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Land Division Manager's written decision. Contractor and the Lands Division Manager will have an opportunity to present their positions. The Wildlife Program Manager will issue a decision within a reasonable time of being presented with both Parties' positions.

**G-250.1 Compliance with All Laws**

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

**G-260 Venue**

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

**G-270.1 Equipment Left on State 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 roads: \_\_\_\_\_.  
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-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.

**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
All	Tons	\$ /Ton

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

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, 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 Haul Bid Factor)

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

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

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> using the following formula;

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

Where;

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

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

The fuel index factor will be calculated each;

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

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

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

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

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

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.

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

Prior approval by the State is required for payment of any additional transportation charges, including ferries and other miscellaneous tolls, incurred by Contractor.

If the Contract Administrator authorizes hauling across ferries or other miscellaneous tolls, the Contractor's billing statement must include an itemized list of loads by ticket number with toll receipts or 'Good to Go' statements for each crossing attached. Where 'Good to Go' rates are available, approval for toll reimbursement will be granted up to the applicable 'Good to Go' rate established by the Washington State Transportation Commission.

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

Payment for tolls incurred for backhauling loaded trucks shall be the responsibility of the Contractor and will not be reimbursed by the State.

**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:

*Insert road work bids from contractor bid form.*

One station of road construction is 100 feet. All materials, equipment time, labor, and equipment mobilization costs are included in the total price.

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 C Access Road Revolving Fund (ARRF) rate schedule.

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 according to schedule C 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 \$50,000.

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 clauses G-022.1 and 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-100 Scaling Rules**

Determination of volume and grade of any forest products, except ponderosa pine, 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.

Determination of volume and grade of ponderosa pine logs shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**L-114.1 State Approval of Haul Route**

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

**Section H: Harvesting Operations**

**H-010.1 Cutting and Yarding Schedule**

Ground based yarding will not be permitted from December 1 to April 30 unless authorized in writing by the Contract Administrator.

**H-011.1 Certification of Fallers and Log Manufacturers**

All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that log utilization or

manufacturing has been performed in a manner that does not optimize value or otherwise causes damage to the state.

#### **H-012.1 Leave Tree Damage Definition**

Leave tree damage exists when one or more of the following criteria are satisfied as a result of Contractor's operation:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A leave tree's top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

Excessive leave tree damage is established when more than 5 percent of the leave trees in a setting are damaged (see clause D-040.1). The Contract Administrator will identify the damaged trees.

#### **H-015.1 Skid Trail Requirements**

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

- a. Skid trail will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on each unit.
- c. Skid trails will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to falling adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Violation of any part of this clause will be cause to revoke the Contractor's rights to harvest and to enter the sale area.

#### **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-030.1 Timber Falling**

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

**H-035 Fall Trees Into Sale Area**

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

**H-052.1 Branding and Painting**

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

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

**H-110 Stump Height**

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

**H-120.1 Harvesting Equipment**

Forest products harvested under this contract shall be removed using rubber tired skidders, shovels, and/or cable yarding equipment, unless authority to use other methods or equipment is granted in writing by the State.

**H-130.1 Hauling Schedule**

The hauling of forest products will not be permitted on all roads from November 1 to April 30 unless authorized in writing by the Contract Administrator.

**H-140.1 Special Harvest Requirements**

Contractor shall accomplish the following during the harvest operations:

- 1) No operations outside of the timber sale boundary without written permission of the Contract Administrator.
- 2) Contractor is required to maintain an average production of 6 loads per day during the normal work week (Monday through Friday excluding holidays) within 1 week of the commencement of timber harvest. This production rate will be maintained for the duration of harvesting portion of the contract (June 1 – September 30). The Contract Administrator will verify minimum production requirements every 2 weeks and notify contractor within 24 hours of production shortfalls.
- 3) Fall and skid away from all wet areas.

- 4) Protect residual leave trees and advance regeneration in all units.
- 5) A minimum of 2 down logs per acre (already on the ground) greater than or equal to 12" diameter on the small end and 20' in length, or bunches of logs equal to 100 board feet shall be left (large cull logs are preferred) to meet Forest Practice requirements. Contractor shall also leave at least 2 additional down logs per acre for habitat reasons.
- 6) Tree length yarding/skidding may be allowed with permission of the Contract Administrator as long as the requirements of Items #4 and #5 have been met.
- 7) A landing slash abatement plan must be provided by the Contractor and be approved by the Contract Administrator that will address large slash accumulations on the landings.
- 8) The operator may be required to return up to 30% of the landing slash back to the forest floor to eliminate oversized landing debris piles and to provide a minimum of 350 to 750 cubic feet of down wood per acre.
- 9) Landing slash not returned to the forest floor shall be piled for burning. Slash piles should be free of excessive dirt and suitable for burning by WDFW staff.
- 10) Contractor will be required to leave all snags greater than 10" dbh and 12 feet tall that do not pose a safety hazard and meet Labor and Industries regulations. Where appropriate, snags can be clumped. See Schedule A for complete details on unit specific prescriptions.
- 11) Contractor shall construct perimeter dozer line in all units that coincides with schedule B.
- 12) Work Notification: On the following road(s), Harvester shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

<u>Road</u>	<u>Stations</u>

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:

<b>Species</b>	<b>Net Bd Ft</b>	<b>Log Length (ft)</b>	<b>Log dib</b>
Conifer	10	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, 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 statement.

**C-080.1 Landing Location Approval Prior to Construction**

Contractor shall use previously used landing locations. Use of other landing locations must be approved by the Contract Administrator prior to construction.

**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-010.1 Fire Hazardous Conditions**

Contractor agrees to use its best efforts to minimize the risk of fire. If a fire start does occur, contractor shall notify DNR Fire and Contract Administrator immediately.

**S-030 Landing Debris Clean Up**

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

**S-040.1 Noxious Weed Control**

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

**S-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 ground based equipment may operate within the 30 foot equipment limitation zone of all typed waters unless authority is granted in writing by the Contract Administrator.

**S-120 Stream Protection**

No timber shall be felled into, across, or yarded through any streams without written permission of 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.

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 4 to 6 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. It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Contractor is responsible for notifying the following:

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

Department of Fish and Wildlife Contract Administrator

DOE - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

DOE - Southwest Region:

1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

DOE - Central Region:

1-509-575-2490

(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

DOE - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

### **S-131.1 Refuse Disposal**

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

## **Section D: Damages**

### **D-010.1 Liquidated Damages**

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

### **D-015.1 Damages for Delivered Mis-sorted Logs**

Logs delivered by Contractor that do not meet the receiving Purchaser's log sort specifications as described in clause G-022.1, where species are mixed, or are over 1" out of tolerance of scaling diameter, and logs not meeting the minimum length requirements as designated for this contract, and unless otherwise indicated, logs containing blue stain are considered mis-sorts.

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 5% of a load's total volume, as determined by a third party scaling organization, the State is harmed and an adjustment to the 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 5%, 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, and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots as described in the G-024.1 clause are considered mis-manufactured logs or poles.

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

**D-040.1 Leave Tree Excessive Damage**

When Contractor's operations exceed the damage limits set forth in clause H-012.1, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Contractor agrees to pay the State as liquidated damages at the rate of \$750.00 per tree for all damaged trees in the unit.

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

CONTRACTOR

STATE OF WASHINGTON  
DEPARTMENT OF FISH AND  
WILDLIFE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Schedule A**  
**Harvest Prescription Summary**

**UNITS 1, 2 and 3**

- Harvest unit boundaries are delineated with pink ribbon.
- **Do not** cut outside of areas delineated with pink ribbon unless authorized to do so in writing by the Contract Administrator.
- Road locations are delineated with orange ribbon.
- Road improvement features are delineated with 2 orange ribbons on either side of the road.
- Blue ribbons are used to identify stream measurement location points. They **do not** have anything to do with harvest boundaries. If you come across a blue ribbon line, immediately back out your equipment to make sure that you are not in a Riparian Management Zone (RMZ) or Equipment Limitation Zone (ELZ). **Notify Contract Administrator immediately if this happens.**
- Only harvest conifer trees greater than 6" diameter at breast height (DBH) **not marked with orange paint** (one mark at eye level and one butt mark on the downhill side).
- Those conifers designated with orange paint with two marks at eye level and one butt mark on the downhill side are designated for Wildlife Reserve Tree (WRT) creation. These trees should be cut as high as the harvesting equipment can reach (at least 10' high). The top log(s) from these trees (if merchantable) can be manufactured for removal.
- **Do not cut** snags unless they pose a threat to public safety or leaving them would be a violation of Washington State Labor and Industries (L & I) rules.
- **Do not cut** hardwood species unless they pose a threat to public safety or leaving them would be a violation of Washington State Labor and Industries (L & I) rules.
- Type "NS" stream 30' ELZ's are **not** delineated with ribbon. It is incumbent on equipment operators to know where these streams are located and keep equipment a minimum of 30' away from bank full width.
- Type "NS" streams may be crossed with equipment, but stream crossings must be kept to a minimum **and** approved in writing by the Contract Administrator.
- **Leave a minimum** of 4 down logs (at least 10" in diameter at the large end) per acre.

**Schedule B**  
**Road Summary**

**Pre-Haul Maintenance**

**Robinson Canyon Road, Ainsley Canyon Road, Tar Paper Road, and 1A**

Prior to log haul, routine pre-haul maintenance shall include, but may not be limited, to the following:

- Spot grading and shaping of road surface and turnouts
- Pull in existing surface rock where available
- Clean culvert inlets and outlets as necessary, including existing drivable water bars and/or rolling dips
- Ditch clean out as necessary
- Brushing right of way as necessary
- **Any spot rocking deemed necessary for log haul is the responsibility of the contractor**

**Construction**

**1A, 1C, 2A, and 3A**

New construction roads will be required to be created for this project and shall include, but may not be limited to, the following:

- End Haul on slopes equal to or greater than 60% slope
- Grading, shaping, rolling and application of rock
- Culvert and ford installation in designated locations
- 

**Reconstruction**

**1A, 1B, 2A, and 1C**

Reconstruction of previously abandoned roads opened up for this project (required or optional) shall include, but may not be limited to, the following:

- Removal of earthen berms and/or barricades
- Spot grading and shaping of road surface and turnouts
- Installation of drivable drain dips as necessary
- Ditch clean out as necessary
- Pull in existing surface rock where available
- Brushing right of way as necessary

**Post Haul Maintenance**

**Robinson Canyon Road, Ainsley Canyon Road, Tar Paper Road, 1A, and 1C**

Post-haul maintenance shall include, but may not be limited, to the following:

- Spot grading and shaping of road surface and turnouts

- Pull in existing surface rock where available
- Clean culvert inlets and outlets as necessary, including existing drivable water bars and/or rolling dips
- Ditch clean out as necessary

## Abandonment

### 1B, 1D, 2A, 3A, T1, and T2

Abandonment of all previously abandoned roads opened up for this project (required or optional) shall include, but may not be limited, to the following:

- Remove road shoulder berms.
- Construct drivable water bars that will produce a vertical drop of no more than 6" between waterbars or between natural drainage paths and with a maximum spacing of 500', or as directed by the CA.
- Construct non-drivable water bars that will produce a vertical drop of no more than 10' between water bars or between natural drainage paths. Otherwise, the maximum distance between water bars, on roads in excess of 3% grade, shall be no more than 250' or as directed by the CA .
- Skew water bars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3% grade.
- Earthen/debris berms shall be installed on all opened up roads identified in the Road Summary. The locations of those berms must be pre-approved by the WDFW Contract Administrator prior to construction.
- Slope all trench walls and approach embankments no steeper than 2:1
- Apply/supply grass seed to all abandoned roads and landings, at the rate of 20 pounds per acre, 204 pounds, using the following mixture:

Seed Species/Variety	Scientific Name	Lbs/Ac
Mountain Brome	<i>Bromus marginatus</i>	6
Blue Wildrye	<i>Elymus glaucus</i>	4
Idaho Fescue	<i>Festuca idahoensis</i>	4
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	2

Praire Junegrass	<i>Koeleria macrantha</i>	2
Sandberg Bluegrass	<i>Poa secunda</i>	2
<b>TOTAL MIX</b>		<b>20</b>

Contractor shall also provide additional grass seed for landings piles at 20 pounds per acre. The contractor **is not** required to burn those landing piles or apply grass seed after the piles have been burned. However, the contractor will be required to deliver landing grass seed, and any unused abandonment grass seed, to the WDFW Contract Administrator as a requirement of the sale closeout process.

- Cover, concurrently with abandonment, all exposed soils within 50' of any live stream with a 6" layer of straw
- Scatter woody debris onto abandoned road surfaces where appropriate (particularly where abandoned roads meet open Green Dot Roads).
- Allow a small area for ATV's to go around/traverse through water bars for management purposes (burning slash piles, seeding landings, weed control, wildfire control, etc.)
- **All abandonment work must be approved in writing by both the DNR Forest Practice Forester and WDFW Contract Administrator before the contractor is released from the unit.**

Exhibit E- Road Summary										
ROAD	REQUIRED/ OPTIONAL	STATIONS	Rolling	GRADING	CULVERTS TEMP/PERM	FORDS TEMP/PERM	BALLAST ROCK YDS	SURFACE ROCK YDS	ABANDON/ ORPHAN	OTHER
Robinson Canyon Road (Pre-Haul)	REQUIRED/	0+00~45+00	Yes	Yes				2970		
Ainsley Canyon Road (Pre-Haul)	REQUIRED/	0+00~58+30	No	Yes						
Tar Paper Road (Pre-Haul)	REQUIRED/	5+20~140+20	No	Yes						
1A (Pre-Haul)	REQUIRED/	0+00~45+00	No	Yes						
1A (Construction)	REQUIRED/	51+30~52+90	Yes	Yes				106		
1A (Construction)	REQUIRED/	54+10~66+10	Yes	Yes		Install Temp		792		
1A (Construction)	REQUIRED/	68+10~74+60	Yes	Yes				429		
1A (Reconstruction)	REQUIRED/	45+00~51+30	No	Yes						
1A (Reconstruction)	REQUIRED/	52+90~54+10	Yes	Yes						
1A (Reconstruction)	REQUIRED/	74+60~135+60	Yes	Yes						
1A (End Haul)	REQUIRED/	66+10~68+10	Yes	Yes				132		
1B (Reconstruction)	OPTIONAL	0+00~8+30	No	Yes					Abandon	Light
1C (Construction)	REQUIRED/	0+00~2+00	Yes	Yes				132		
1C (Reconstruction)	REQUIRED/	2+00~5+20	No	Yes						
1D (Heavy Abandonment)	REQUIRED/	0+00~11+30	No	No					Abandon	Heavy
2A (Construction)	REQUIRED/	135+60~137+10	Yes	Yes	Install Temp			99	Abandon	Light
2A (Reconstruction)	REQUIRED/	137+10~160+10	Yes	Yes					Abandon	Light
3A (Construction)	REQUIRED/	0+00~35+00	No	Yes		Install Temp at 10+00		2310	Abandon	Light
T1 (Improved Skid Trail)	REQUIRED/	0+00~26+00	No	Yes					Abandon	Light
T2 (Improved Skid Trail)	REQUIRED/	0+00~26+00	No	Yes					Abandon	Light

CULVERT DETAIL					
ROAD	STATION	SIZE	STREAM TYPE	PERM/ TEMP	
2A	135+60~137+1	3'	Fish	TEMP	

<b>ROCK DETAIL</b>				
	<b>START</b>	<b>END</b>	<b>ROCK</b>	
<b>ROAD</b>	<b>STATION</b>	<b>STATION</b>	<b>TYPE</b>	
Robinson Canyon (Pre-Haul)	0+00	45+00	4" Minus	
3A	9+50	10+50	4" Minus	50' on both sides of Ford
3A	0+00	35+00	4" Minus	
1A	51+30	52+90	4" Minus	
1A	54+10	74+60	4" Minus	
1C	0+00	2+00	4" Minus	
2A	135+60	137+10	4" Minus	
<b>FIRE LINE DETAIL</b>				
	<b>STATIONS</b>	<b>FIRE LINE WIDTH</b>		
Fire Line As Road	91+00	18"36"		
Reconstruction	74+00	18"36"		
New Construction Shrube-Steppe	13+00	18"36"		
New Construction Forested	207+00	18"36"		

**Schedule C**

See attached for Road Plan

**Schedule D**

See attached Access Road Revolving Fund (ARRF) rate schedule.

**Schedule E**

See attached for Project Maps.

**Schedule F**

See attached for Engineer Designs.

STATE OF WASHINGTON  
DEPARTMENT OF FISH AND WILDLIFE

SODA SPRINGS PHASE 2 ROAD PLAN  
KLICKITAT COUNTY  
KLICKITAT WILDLIFE AREA

CONTRACT NO.: \_\_\_\_\_

FORESTER: LELAND LAUFFER

DATE: AUGUST 30, 2023

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>
SP1	0+00~52+55	Routine Maintenance/Post-Haul Maintenance
SP2	0+00~4+95	Routine Maintenance/Post-Haul Maintenance
SP4	0+00~9+30	Routine Maintenance/Post-Haul Maintenance
SP5	0+00~23+15	Routine Maintenance/Post-Haul Maintenance
SP6	0+00~63+75	Routine Maintenance/Post-Haul Maintenance
All Green Dot Rds	28,400'	Routine Maintenance/Post-Haul Maintenance

.\*= See Rock Detail

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
SP3	0+00~3+65	Optional New Construction, brushing, grading

#### 0-4 CONSTRUCTION

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

**New construction will require end hauling of material on Slopes  $\geq 60\%$ .**

<u>Road</u>	<u>&lt;Stations&gt;</u>	<u>Requirements</u>
SP3	0+00~3+65	Optional New Construction, brushing, grading

**.\*= See Rock Detail**

#### 0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>&lt;Stations&gt;</u>	<u>Requirements</u>
SP1	0+00~52+55	Brushing
SP4	0+00~9+30	Brushing and grading
SP5	0+00~23+15	Brushing and grading
SP6	0+00~63+75	Brushing and grading

**.\*= See Rock Detail**

#### 0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause **Error! Reference source not found.****Error! Reference source not found..**

#### 0-8 CLOSURE

This project includes road closure listed in Clause **Error! Reference source not found..**

#### 0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause **Error! Reference source not found..**

#### 0-10 ABANDONMENT

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

### SECTION 1 – GENERAL

#### 1-1 ROAD PLAN CHANGES

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

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

**1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS**

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

**1-20 COMPLETE BY DATE**

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

**1-21 HAUL APPROVAL**

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

**1-22 WORK NOTIFICATIONS**

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

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

.\*= See Rock Detail

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period listed in Clause **Error! Reference source not found.** or Contract Clause H-130 HAULING SCHEDULE, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

**1-29 SEDIMENT RESTRICTION**

Purchaser shall not allow silt-bearing runoff to enter any streams. . If sediment delivery is observed log hauling operations will be suspended until road dries out or mitigation measures, approved by the CA, are in place.

**1-30 CLOSURE TO PREVENT DAMAGE**

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

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

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

## SECTION 2 – MAINTENANCE

### 2-1 GENERAL ROAD MAINTENANCE

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

### 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

### 2-4 PASSAGE OF LIGHT VEHICLES

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

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

.\*= See Rock Detail

### 2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface as needed or as required by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
SP1	0+00~52+55	Routine Maintenance/Post-Haul Maintenance

SP2	0+00~4+95	Routine Maintenance/Post-Haul Maintenance
SP4	0+00~9+30	Routine Maintenance/Post-Haul Maintenance
SP5	0+00~23+15	Routine Maintenance/Post-Haul Maintenance
SP6	0+00~63+75	Routine Maintenance/Post-Haul Maintenance
All Green Dot Rds	28,400'	Routine Maintenance/Post-Haul Maintenance

.\*= See Rock Detail

## **2-6 CLEANING CULVERTS**

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts.

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

## **2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before log haul begins and as part of the final maintenance.

# **SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

## **3-1 BRUSHING**

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

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

Against standing trees unless approved by the Contract Administrator.

## **3-8 PROHIBITED DECKING AREAS**

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

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

- Against standing trees unless approved by the Contract Administrator.

### 3-20 ORGANIC DEBRIS DEFINITION

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

### 3-21 DISPOSAL COMPLETION

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

### 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland ,unless used to comply with the specifications detailed in the Riparian Strategy, Clause **Error! Reference source not found.**, and Clause **Error! Reference source not found.** On road subgrades, or excavation and embankment slopes.
- Against standing timber.

### 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

### 3-25 SCATTERING ORGANIC DEBRIS

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
On new construction roads		Not to exceed a depth of 10ft. Scattered material shall be minimized on shrub steppe land.

### 3-31 PILING

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

SECTION 4 – EXCAVATION

**4-28 DITCH DRAINAGE**

Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

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

<u>Road</u>	<u>Stations</u>	<u>&lt;L or R&gt;</u>
All Roads	As Needed	As Needed

**4-55 ROAD SHAPING**

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

**4-56 DRY WEATHER SHAPING**

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

**5-5 CULVERTS**

Harvester shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work. Culvert locations and the minimum requirements for culvert length and diameter are designated on the attached culvert list. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Harvester shall obtain approval from the Contract Administrator for the quality of used culverts before installation.

**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 waterbars will not be skewed. Cross drain drivable waterbars must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

**5-20 ENERGY DISSIPATERS**

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

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

**5-21 DOWNSPOUTS AND FLUMES**

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

**5-26 HEADWALLS FOR CROSS DRAIN CULVERTS**

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

**5-30 DRIVABLE WATERBAR CONSTRUCTION**

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

**5-31 ROLLING DIP CONSTRUCTION**

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

**5-33 NATIVE SURFACE ROADS**

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

**5-40 ARMORED FORD CONSTRUCTION**

On the following road(s), the Harvester shall construct armored fords in accordance with the details within **Exhibit E Road Summary**. Fords must be installed at the time of construction and must be maintained in an operable condition.

<u>Road</u>	<u>Stations</u>
*SP6	1+30

.\*= See Exhibit E Road Summary for Rock Details

**6-80 WATERING FOR DUST ABATEMENT**

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

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

SECTION 8 - REVEGETATION

**8-15 REVEGETATION**

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

<u>Road</u>	<u>Landing</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Comments</u>
All Roads to be Abandoned	All used Landings	13.3lbs/acre (60lbs)	See 8-25	See 8-25

**8-16 REVEGETATION SUPPLY**

\*The Purchaser shall provide the seed mixture as specified by the Klickitat Wildlife Area Manager.

**8-17 REVEGETATION TIMING**

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

**8-25 GRASS SEED**

Harvester shall evenly spread the seed mixture listed below on all exposed soil as specified by the Contract Administrator at a rate of **13.3 pounds per acre with an estimation of 4.5 acres in total** of exposed soil including all abandonments and landings. Grass seed must meet the following specifications:

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

- c. Percent of purity
  - d. Percentage of germination
  - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture <unless a comparable mix is approved in writing by the Contract Administrator>.

Seed Species/Variety	Scientific Name	Lbs/Ac
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	6.5
Idaho Fescue	<i>Festuca idahoensis</i>	2.0
Bottlebrush Squirreltail	<i>Elymus elymoides</i>	2.5
Sandberg Bluegrass	<i>Poa secunda</i>	1.7
Prairie Junegrass	<i>Koeleria macrantha</i>	0.6
<b>TOTAL MIX</b>		<b>13.3 lbs/ac</b>

## SECTION 9 – POST-HAUL ROAD WORK

### 9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

### 9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>&lt;Stations&gt;</u>	<u>Additional Requirements</u>
All Green Dot Roads	All	Grade & Shape/restablish any ditch and ditch outs

### 9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>	<u>&lt;Type&gt;</u>	<u>&lt;Date&gt;</u>
SP1	0+00	Replace Boulders	<b>12/31/2023</b>
SP3	0+00~4+95	Light Abandonment	<b>12/31/2023</b>
SP4	0+00	Earthen Berm	<b>12/31/2023</b>
SP5	0+00	Replace Metal Stakes	<b>12/31/2022</b>
SP6	0+30	Place Logs	<b>12/31/2022</b>

### 9-22 LIGHT/MEDIUM DECOMMISSIONING AND ABANDONMENT

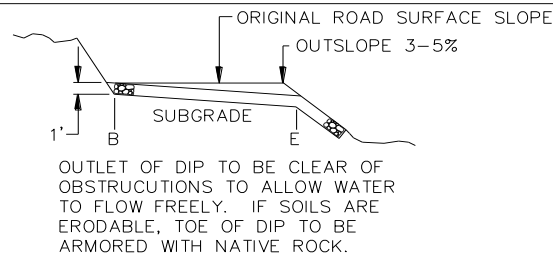
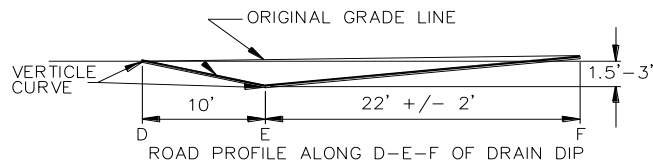
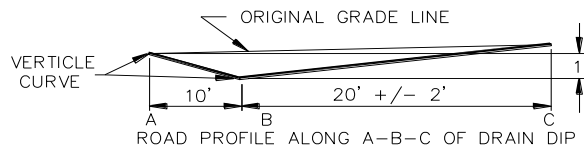
- Remove road shoulder berms except as directed by Contract Administrator.

- Construct drivable waterbars according to the attached **DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 6 inches between waterbars or between natural drainage paths and with a maximum spacing of 500 feet, or as directed by the Contract Administrator.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Apply grass seed at discretion of CA and in accordance with Section 8 EROSION CONTROL. If scenario for grass seed germination is not present during contract term then contractor shall supply grass seed to Wildlife Area Manager.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 8 inch deep layer of straw. See engineered design for culvert removal.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert removals. See engineered design for culvert removal.

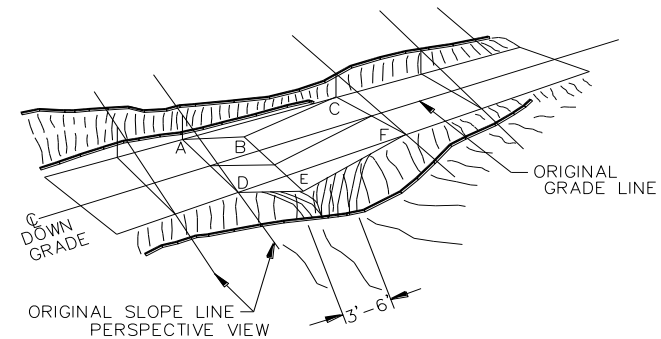
**9-24 HEAVY DECOMMISSIONING AND ABANDONMENT**

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

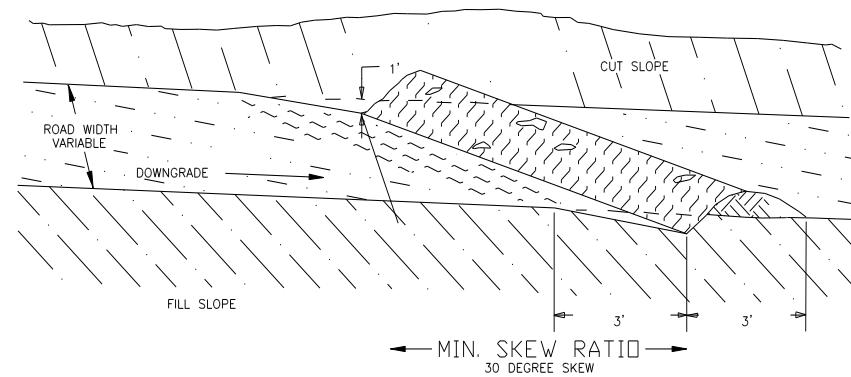
## ROLLING DIP DETAIL



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



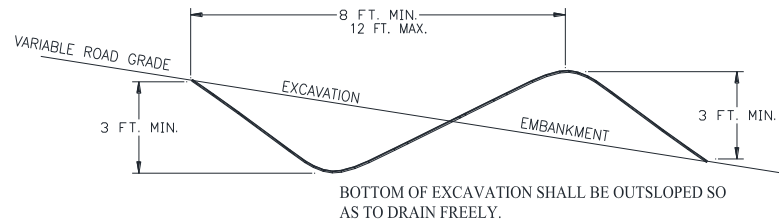
DRIVABLE WATER BAR DETAIL



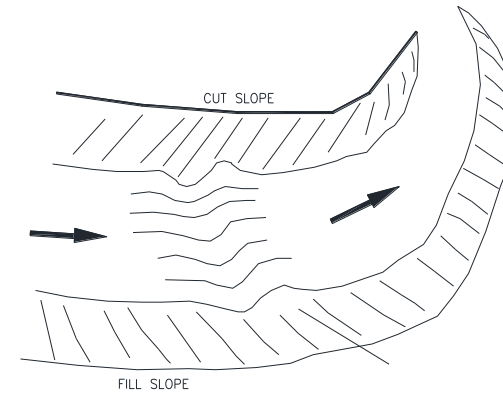
NOTES

1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

## NON-DRIVABLE WATER BAR DETAIL

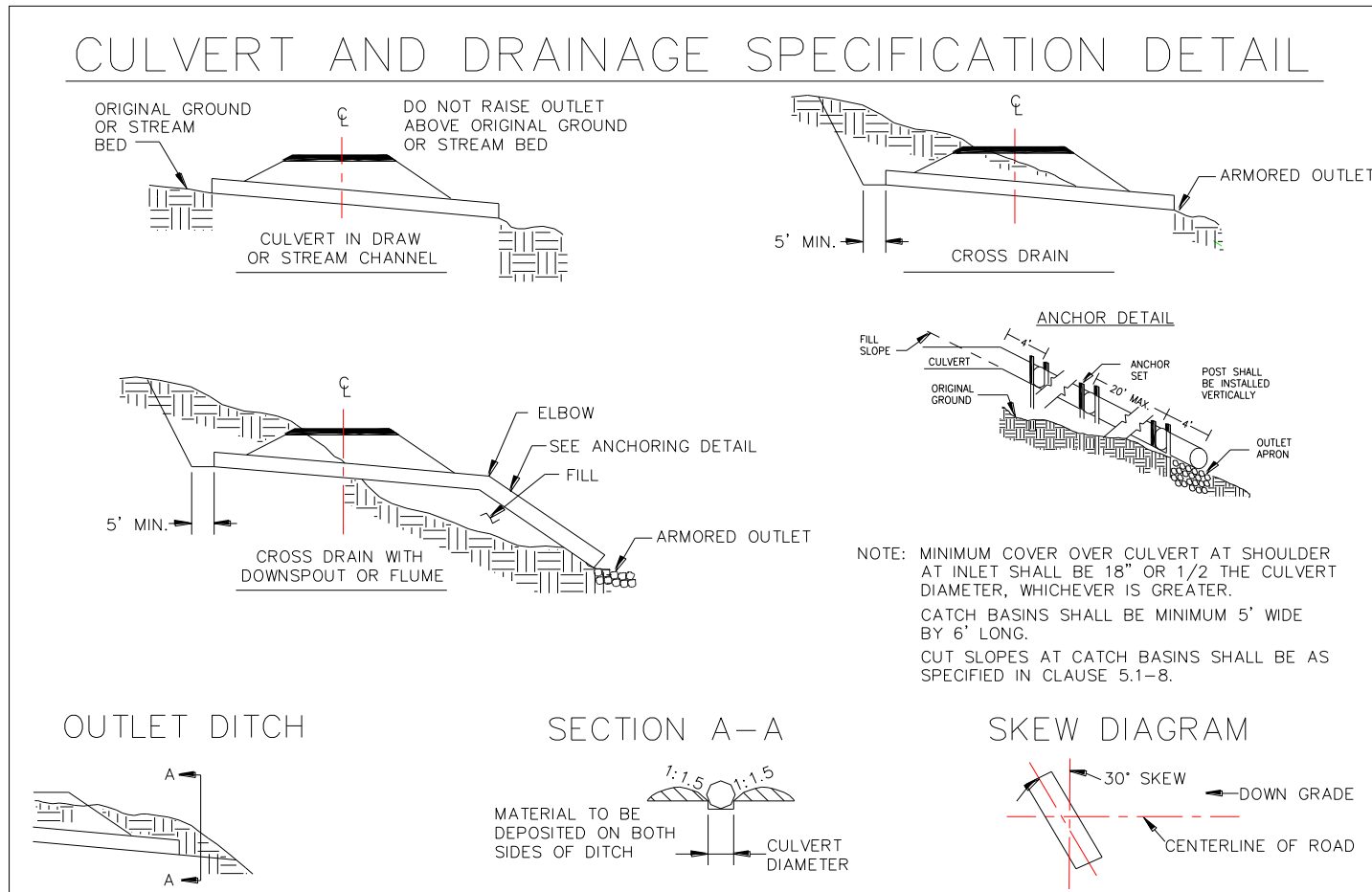


PROFILE VIEW

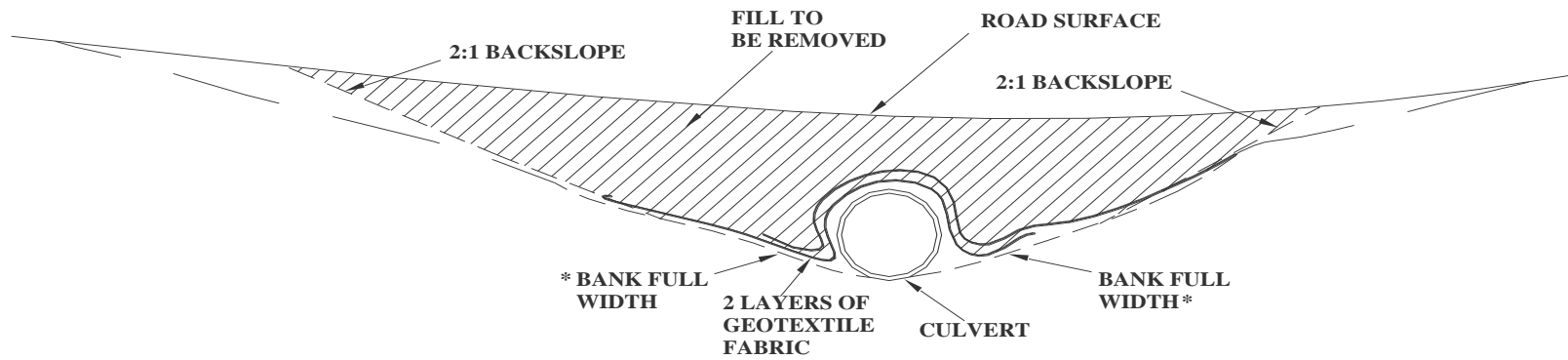


METHOD OF INSTALLATION

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

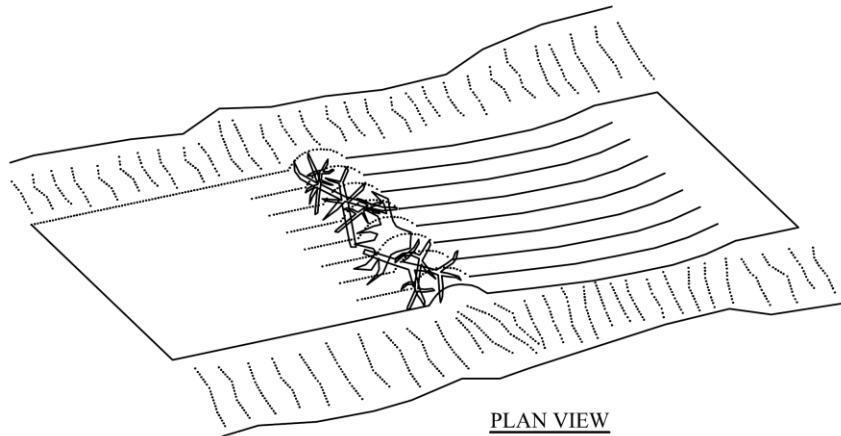


## TEMPORARY CULVERT DETAIL



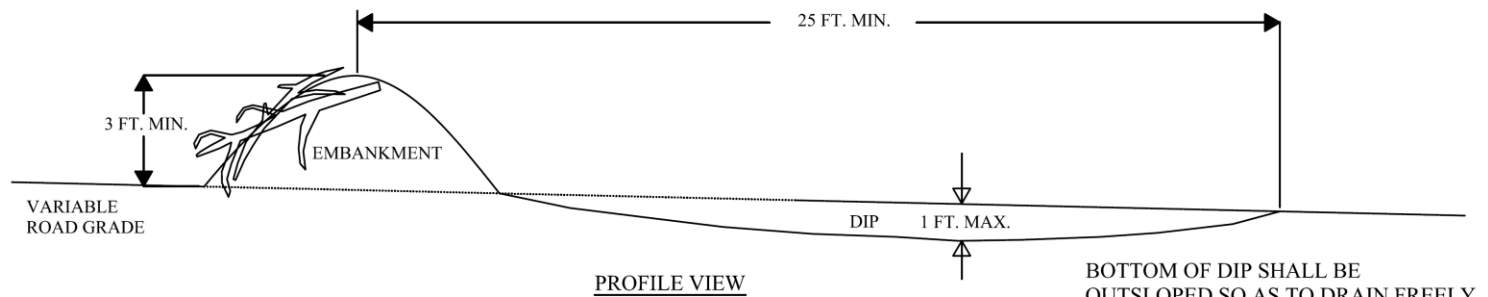
\* BEGIN 2:1 SLOPE AT FIVE FEET FROM  
BANK FULL WIDTH

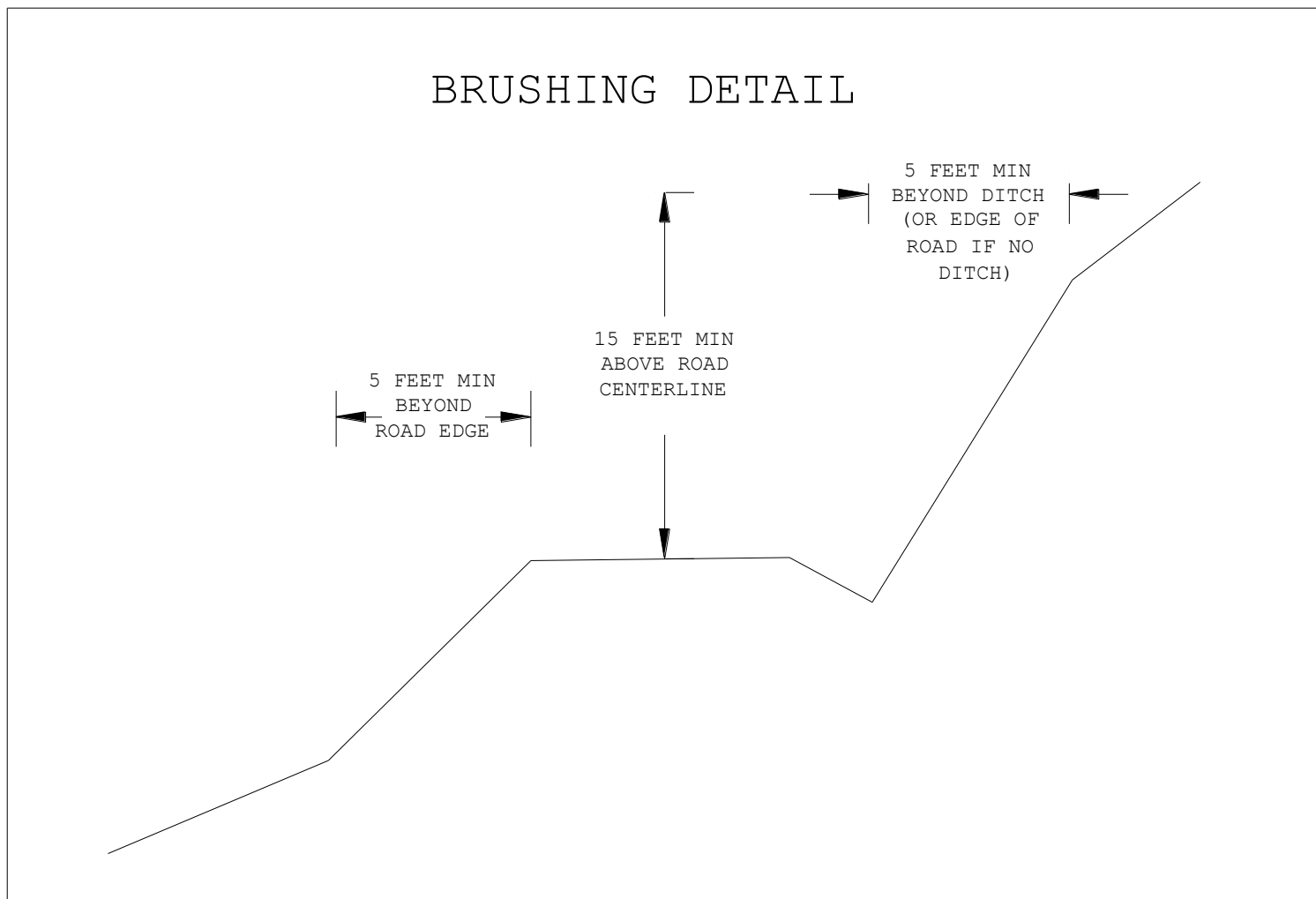
## EARTHEN BARRICADE DETAIL



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

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





## ROLLING DIP LIST

<u>Road</u>	<u>L-Station</u>	<u>Remarks</u>
As Needed		

## DRIVABLE WATERBAR LIST

<u>Road</u>	<u>L-Station</u>	<u>Remarks</u>
As Needed		

### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

#### Surface

- Grade and shape road surfaces, turnouts, and shoulders to the original shape to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.

#### Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.

- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

#### Preventative Maintenance

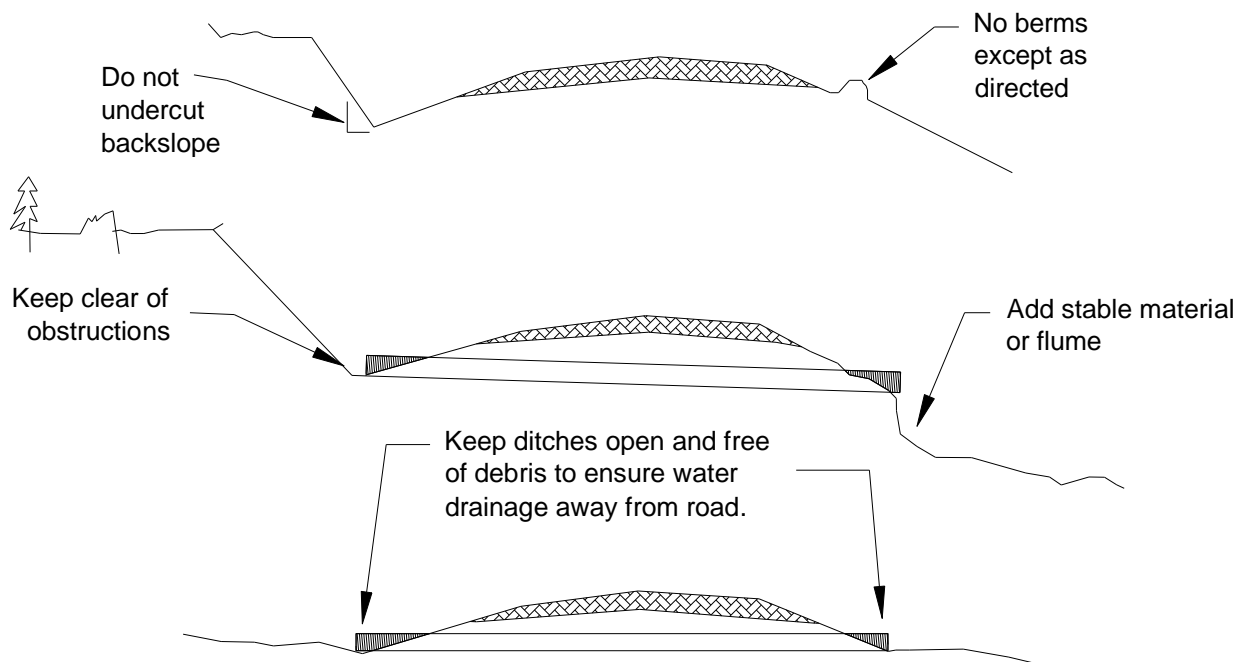
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

#### Termination of Use or End of Season

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

#### Debris

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



**ACCESS ROAD REVOLVING FUND (ARRF) EQUIPMENT RATES**

Effective 07/01/2016

<b>Motor Grader</b>		
To 140 HP	CAT 120H, 120M	138.00
To 175 HP	John Deere 670D, 670G, 672D, G; CAT 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3	150.00
To 200 HP	John Deere 772; CAT 140M; Volvo G940; Komatsu GD675-3	165.00
Over 200 HP	CAT 160M, 14M, 16H; Komatsu GD-825A-2	209.00

**Ripper/Scarifier Use**

To 140 HP	4.00
To 175 HP	6.00
Over 175 HP	10.00

**Front End Loader; Loader/Backhoe**

To 75 HP	CAT 416D, CAT 416E; Komatsu WB142-2	96.00
To 110 HP	CAT 420E; Case 580, 590; CAT 908H, 914G; John Deere 344J	106.00
To 160 HP	CAT 450E, CAT 924H, 930H; Hyundai HL730-9; John Deere 524K	122.00
Over 160 HP	John Deere 624K; Case 621E; CAT 938H, 950H, 966K	142.00
Addition for special attachment use: compactor, clam, extendaboom, etc.		6.50

**Gravel Trucks**

On-Highway Rear Dump	97.00
On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY)	13.00
On-Highway Bottom Dump Trailer (3 axles, 12 CY)	11.00

**Dozers**

To 75 HP	Case 650 K; CAT D3K XL	101.00
To 105 HP	CAT D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22	111.00
To 135 HP	CAT D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22	130.00
To 185 HP	John Deere 750J; Case 1650, 1850; CAT D6N; Komatsu D61EX -15	150.00
To 240 HP	CAT D6T, D7E; John Deere 850J; Komatsu D65EX-15	184.00
Over 240 HP	CAT D8T; John Deere 950J	252.00

**Ripper Use**

To 180 HP	8.00
To 235 HP	13.00
Over 235 HP	20.00

**Tractor Brush Cutters**

To 67 PTO HP	65.00
To 80 PTO HP	80.00
Over 80 PTO HP JD 6200, 6300, 6400	95.00

**Excavators**

To 60 HP	Kubota U45, U55; John Deere 50D; Hitachi 50U; CAT 307D	92.00
To 95 HP	CAT 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC 120-6, PC130-8; John Deere 120D, 135D	133.00
To 120 HP	CAT 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L	146.00

## ACCESS ROAD REVOLVING FUND (ARRF) EQUIPMENT RATES

Effective 07/01/2016

<b>Excavators (continued)</b>		
To 140 HP	CAT 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX	161.00
To 170 HP	CAT 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C	172.00
To 230 HP	CAT 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3 270LC-3; Link-Belt 290 LX RBL; Volvo EC 290C; Komatsu PC270LC-8	200.00
Over 230 HP	CAT 330D, 336D; Volvo EC330C, John Deere 330C, 330D; Komatsu PC300LC-8, PC350LC-8; Link-Belt 330 LX, 350 X2; Hitachi 330LC, 350LC-3	230.00
Add Attachment Rate to Excavator		30.00
<b>Self Propelled Vibratory Compactors</b>		
To 80 HP	Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai SV 201D; Ing. Rand SD45F TF	100.00
To 125 HP	Bomag BW177PDBH-40; CAT CP-433E; Sakai SV400D-II; Dynapac CA152D	110.00
Over 125 HP	Bomag BW211PD-40; Dynapac CA262D; Ing Rand SD105DA TF; Sakai SV505D-I	120.00
<b>Track Mounted Rock Drills (with one operator)</b>		
To 4.5 inch diameter hole		210.00
Over 4.5 inch diameter hole		246.75
<b>Heavy Equipment Hauling</b>		
On-Highway Rear Dump		97.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs)		9.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs)		12.00
On-Highway Truck Tractor (GVW up to 50,000 lbs)		104.00
Lowbed Trailer (2-axle, up to 50,000 lbs)		15.00
Lowbed Trailer (3-axle, up to 80,000 lbs)		21.00
<b>Water Trucks</b>		
On-Highway Water Tanker (3,000 gallon capacity)		92.00
On-Highway Water Tanker (4,000 gallon capacity)		114.00
Off-Highway Water Tanker (5,000 gallon capacity)		135.00
<b>Power Saws; Pumps</b>		10.00
<b>Laborer Wages (Fully Burdened Rates including profit and overhead)</b>		
Laborer- Journey Level		40.00
Laborer- Apprentice Level		32.00

### Notations

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

STATE OF WASHINGTON  
DEPARTMENT OF FISH & WILDLIFE (WDFW)

**HARVESTING SERVICES CONTRACT  
BID FORM**

Soda Springs Phase 2  
(Print Project Name)

\_\_\_\_\_  
(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:**

(check box for appropriate project payment method. RFQ section 2.06)



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



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

**To meet Hauling obligations, I bid:**

**Hauling Bid Factor**

(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in 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.

**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 Fish and Wildlife (WDFW) 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 WDFW 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-027.
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 WDFW.
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. WDFW 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

**EXHIBIT H**  
**RFQ 23-00024**

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. WDFW 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 WDFW, 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.

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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.

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

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

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STATE OF WASHINGTON  
DEPARTMENT OF FISH AND WILDLIFE (WDFW)

**HARVESTING SERVICES CONTRACT  
ROAD COST BID FORM**

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Business Telephone Number)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(email address)

\*\*\*\*\*

**Instructions:**

1. Enter Contractor's per station bid rates for each biddable item for road work described in the Road Summary Narrative (Exhibit E).
2. Required items are fixed to the stations listed in the table and the total should reflect the total cost for completing all stations for that item, **including materials**.
3. Review Road Summary Narrative (Exhibit E) for plans/details on **rock ford install**.
4. Add all item totals and enter the sum in the Total Road Cost Proposal below the table.

Stream Crossing	Type	Stations	Price per Station	Total Price
SP6	Rock Ford	1+30		

<u>Road</u>	<u>Type</u>	<u>Stations</u>	<u>Total Stations</u>	<u>Price Per Station</u>	<u>Total Price</u>
SP1	Pre Haul	0+00~52+55	52+55		
SP3	Optional Construction	0+00~3+65	3+65		
SP4	Pre Haul	0+00~9+30	9+30		
SP5	Pre Haul	0+00~23+15	23+15		
SP6	Pre Haul	0+00~63+75	63+75		
All Green Dot Roads	Routine/Post Haul Maint.	0+00~284+00	284+00		
SP1	Abandon	0+00	0+00		
SP3	Abandon	0+00~4+95	4+95		
SP4	Abandon	0+00	0+00		
SP5	Abandon	0+00	0+00		
SP6	Abandon	0+30	0+30		

1 Station=100'    \*Optional Bid Item    \*\*Required Bid Item

Total Road Proposal Cost = \$ \_\_\_\_\_

Fire Line	Type	Total Stations	Price per Station	Total Price

1 Station=100'    \*Optional Bid Item    \*\*Required Bid Item

Total Fire Line Proposal Cost = \$ \_\_\_\_\_