



Washington
Department of
**FISH and
WILDLIFE**

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE
REQUEST FOR QUOTATIONS (RFQ)
RFQ # 24-00018

PROJECT TITLE: Scatter Creek Wildlife Area Oak Release and Prairie Restoration – North Unit

RFQ RELEASE DATE: August 1, 2024

QUESTIONS REGARDING RFQ DUE: September 12, 2024.

Pre-Bid Conference: September 12, 2024

WDFW RESPONSE DATE FOR QUESTIONS: September 13th, 2024

QUOTATION DUE DATE: September 16th, 2024 - no later than 4:30 PM

APPARENT SUCCESSFUL BIDDER ANNOUNCED ON Or ABOUT: September 16th, 2024.

EXPECTED TIME PERIOD FOR CONTRACT: September 23, 2024 to December 1, 2024.

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 Scatter Creek Phase 3 Timber Sale to specified delivery points.

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 **9040 TONS** of timber in 1 unit(s) for the Washington Department of Fish and Wildlife on the Scatter Creek Wildlife Area in Thurston County, Washington.

The Scatter Creek Phase 3 thinning Project is located approximately 16.2 miles South of Olympia. It is part of the WDFW Scatter Creek Wildlife Area in Thurston County, The units are located in part of Sections 36 & 51 of Township 16 North, Range 03 West W.M. (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 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 September 23rd, 2024, through December 1st, 2024, with log deliveries to completed by October 31st, 2024. 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 through 3 delivered from WDFW Unit 1.
- Payments to the Contractor for hauling services for sorts 1 through 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 x C miles) + (\$0.11 x A miles)) x (Fuel Index Factor)

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

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

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

$Q_{(x)}$ = Average fuel price for quarter preceding log deliveries.

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

Hauling Rate Example 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 = (($\$0.16 \times 10$) + ($\0.11×100)) \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:

= (Base Rate + Mileage Rate) \times (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:	Deanna.luque@dfw.wa.gov

2.02 Estimated Project Schedule

Pre-Work Meeting: **September 19th, 2024**

Start Work: **September 23rd, 2024.**

***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 October 31st, 2024, and all contractual obligations, including road abandonment, completed by December 1st, 2024.

Road Abandonment: Prior to the Harvesting Services Contract termination date of December 1st, 2024, 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 1st, 2024

2.03 Pre-Bid Field Tour:

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

- Richard Tveten, WDFW Forest Management Team Lead, at 360-902-2367 or Richard.tveten@dfw.wa.gov
- Isaac Nequette, WDFW Statewide Forester, at 360-628-7179 or isaac.nequette@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 no later than September 12th, 2024, by 4:30 PM. WDFW will reply to questions on or about September 13th, 2024, 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 **Thursday, September 12, 2024, 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 the meeting now](#)

Meeting ID: 215 793 891 205

Passcode: UM3v9h

Dial in by phone

[+1 564-999-2000,,496867739#](tel:+15649992000496867739) United States, Olympia

[\(833\) 322-1218,,496867739#](tel:8333221218496867739) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 496 867 739#

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 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 #24-00018** in the subject line of the e-mail.

The Quotation must be received by the RFQ Coordinator no later than 4:30 PM on September 16th, 2024. 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	Required
Exhibit B	Bidder Profile	Required
Exhibit H	Harvesting Services Bid Form, including: OBT harvesting rate per Ton for Sorts 1-3 Haul bid factor (formatted to 3 decimals i.e. #.###) Statement of Available Resources and Work Plan	Required
Exhibit I	Harvesting Services Contract Road Cost Bid Form	Required

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

See clause H-140.1 of the Harvesting Contract – Exhibit D

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

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

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 RFQ.

1. Customer: Contact: Phone: Email:	
2. Customer: Contact: Phone: Email:	
3. Customer: 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

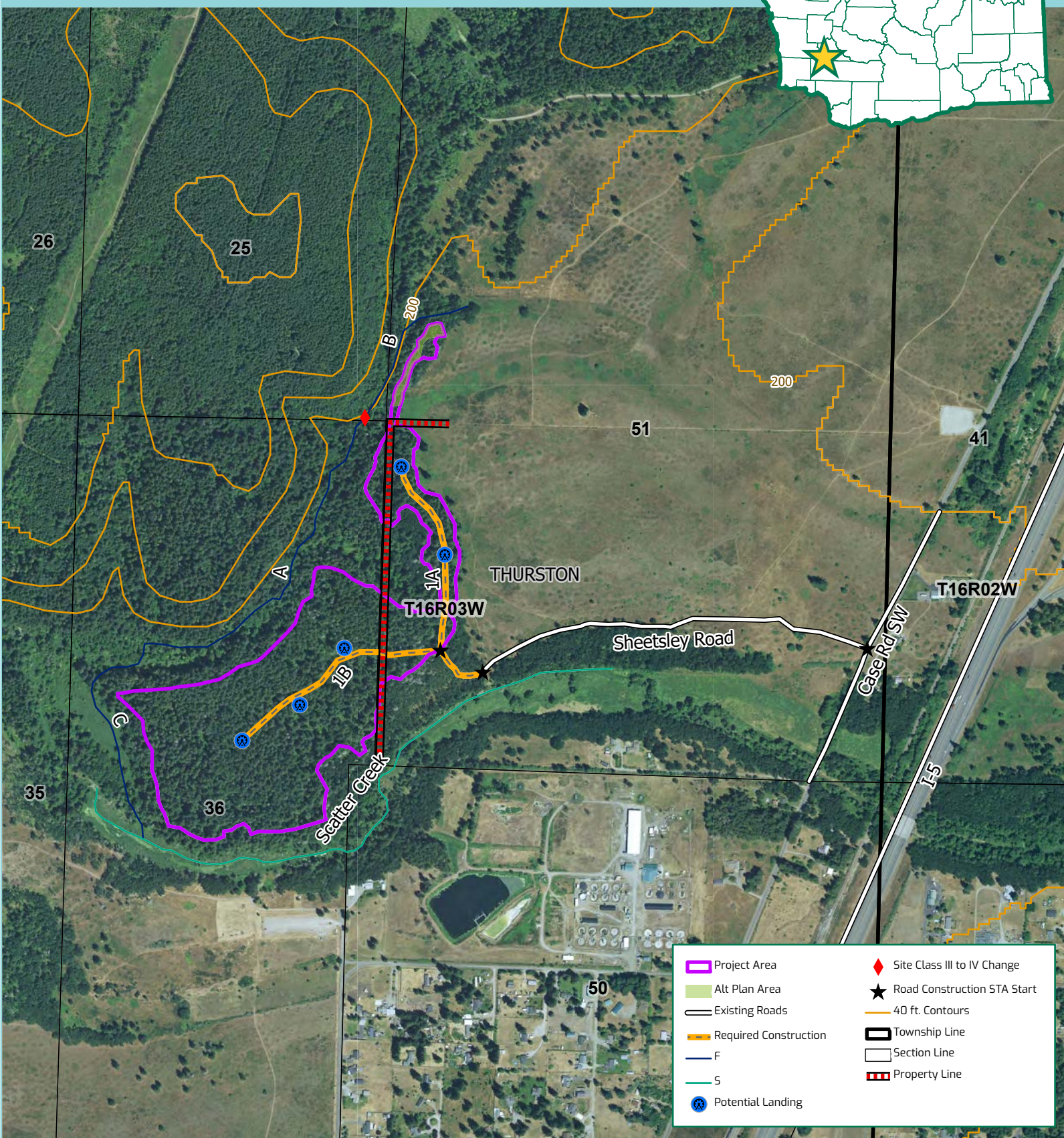
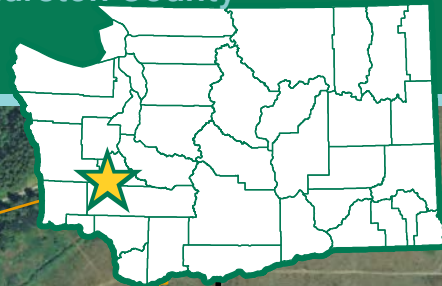
Is your firm a Veteran Owned Business? Yes No

Washington State Department of Veterans Affairs certification # _____

Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

Contractor Map



Project Area	Site Class III to IV Change
Alt Plan Area	Road Construction STA Start
Existing Roads	40 ft. Contours
Required Construction	Township Line
F	Section Line
S	Property Line
Potential Landing	



Department of Fish and Wildlife

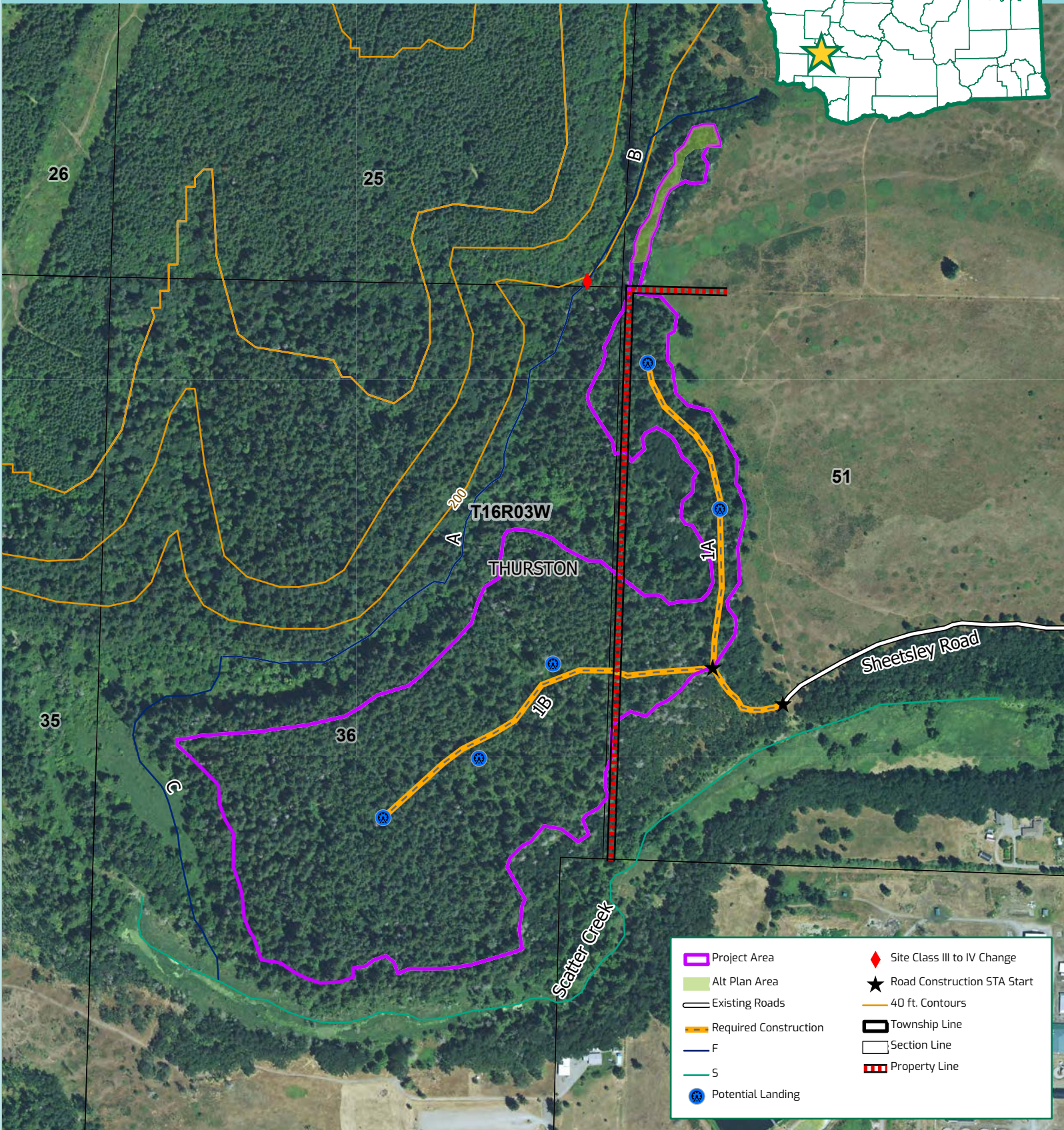
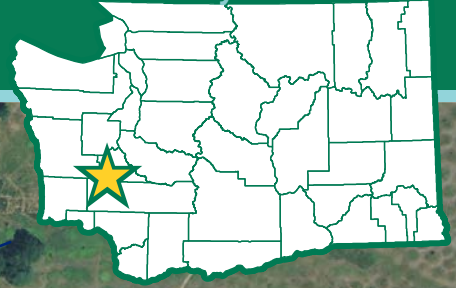


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

Contractor Map



Department of Fish and Wildlife

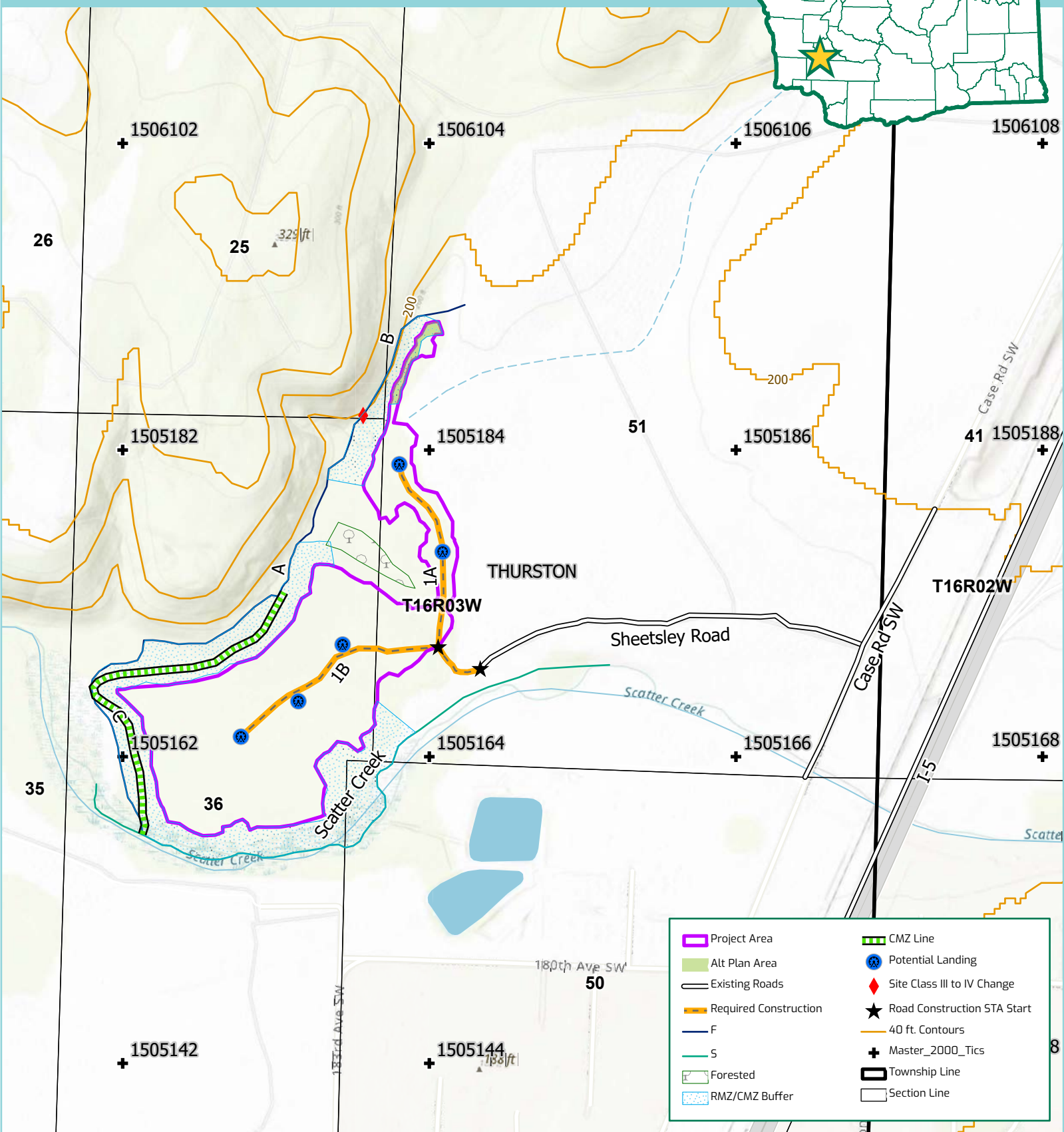
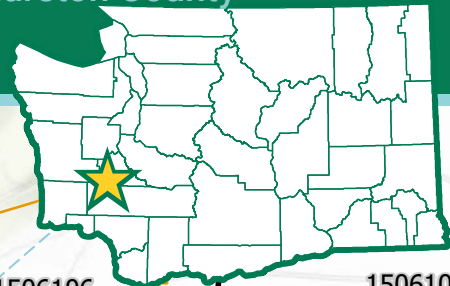


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Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

FPA Map 1



Project Area	CMZ Line
Alt Plan Area	Potential Landing
Existing Roads	Site Class III to IV Change
Required Construction	Road Construction STA Start
F	40 ft. Contours
S	Master_2000_Tics
Forested	Township Line
RMZ/CMZ Buffer	Section Line



Department of Fish and Wildlife

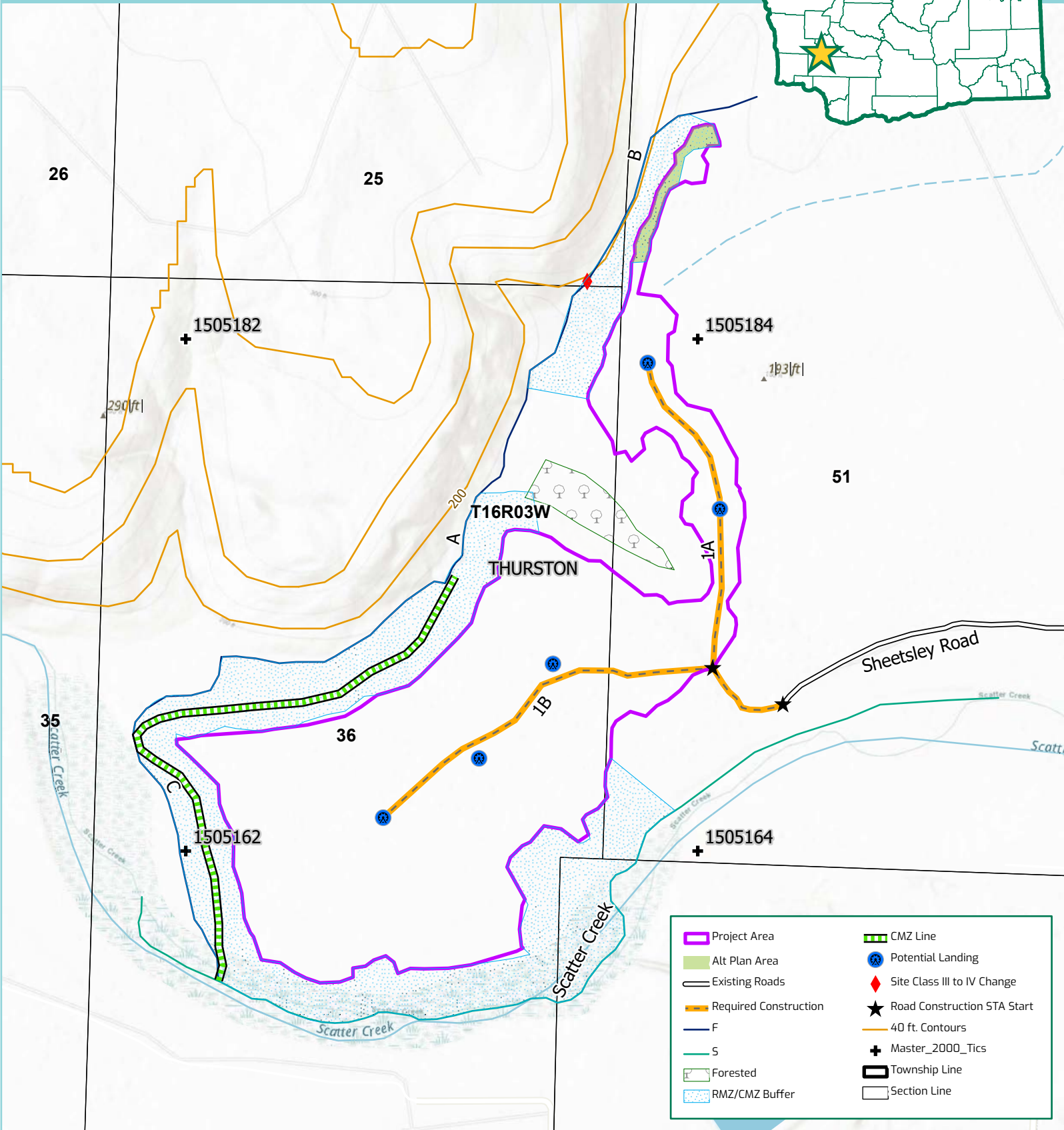
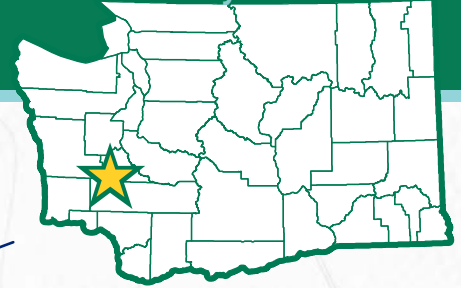


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Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

FPA Map 2



Department of Fish and Wildlife

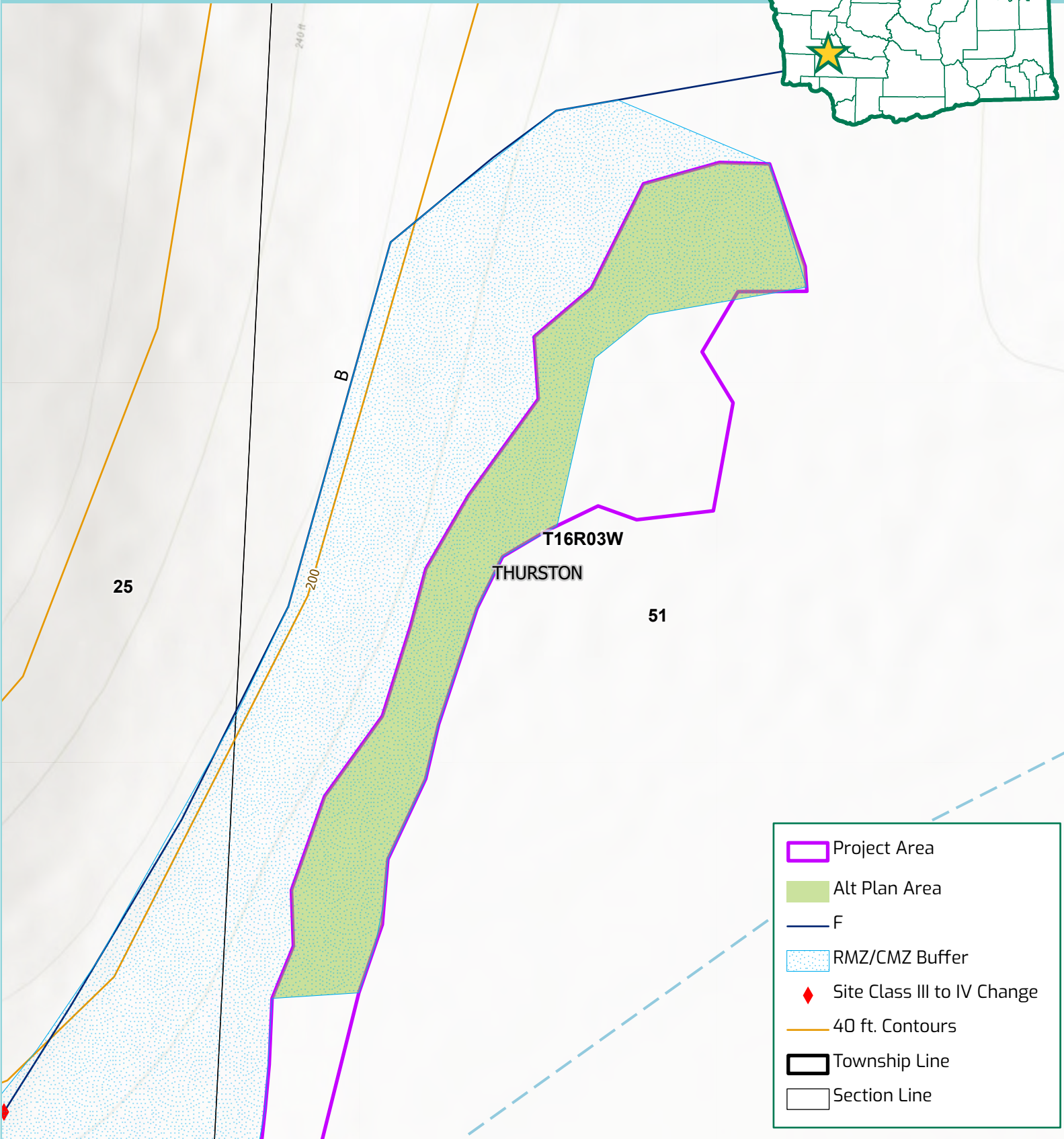
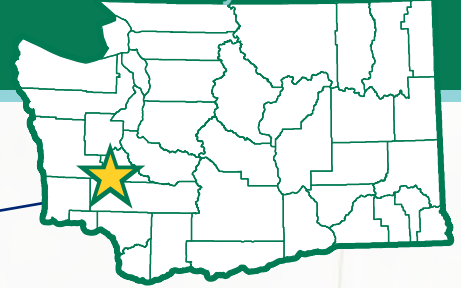


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Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

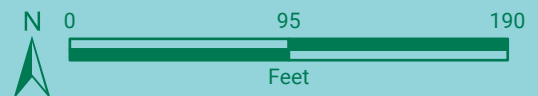
FPA Map 3



- Project Area
- Alt Plan Area
- F
- RMZ/CMZ Buffer
- Site Class III to IV Change
- 40 ft. Contours
- Township Line
- Section Line



Department of Fish and Wildlife

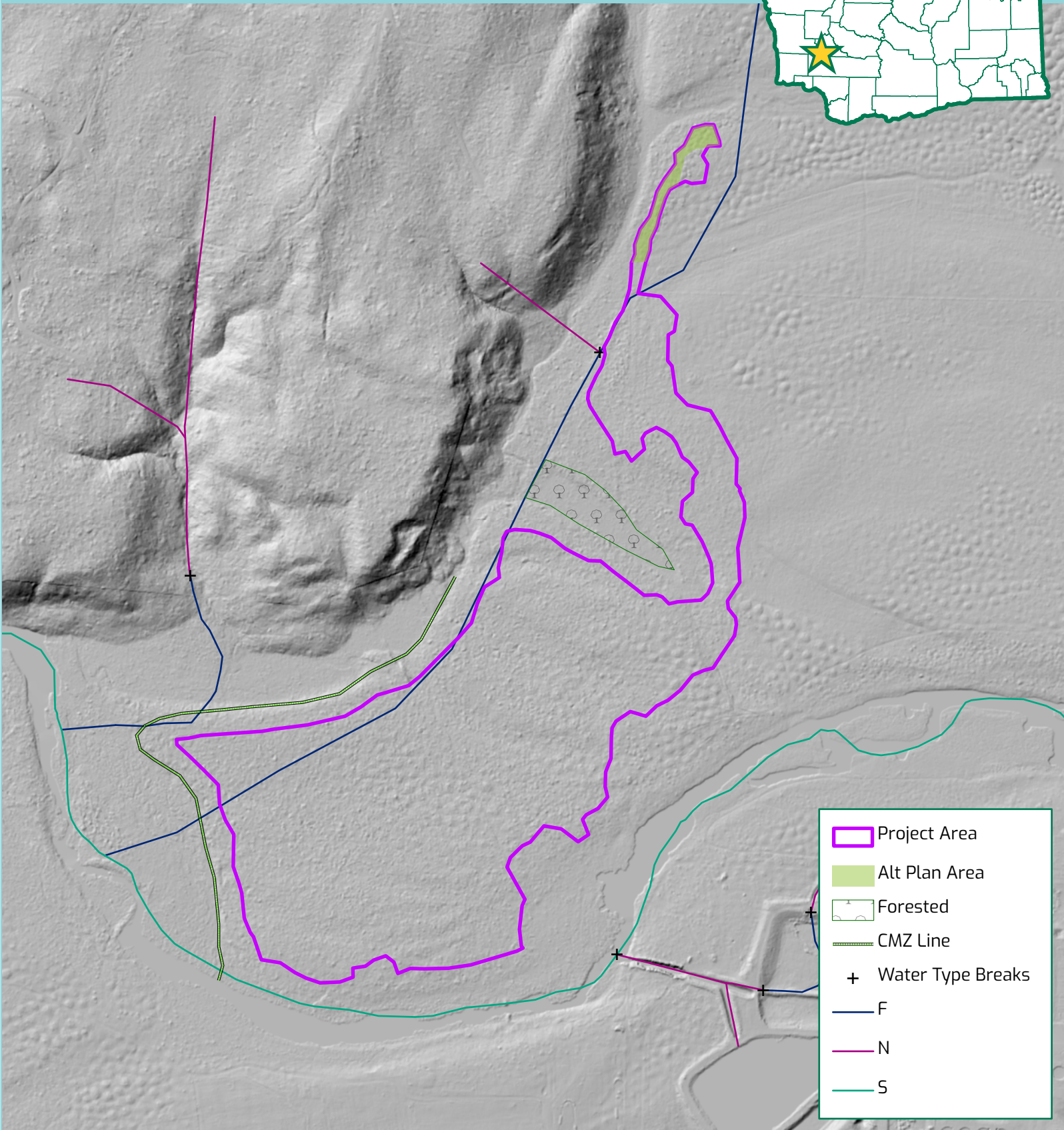
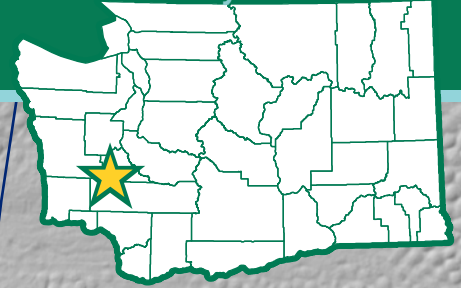


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Scatter Creek Phase 3

Scatter Creek Wildlife Area
Thurston County

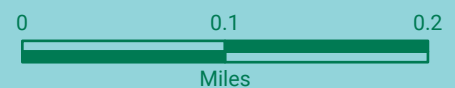
FPA Map 4



- Project Area
- Alt Plan Area
- Forested
- CMZ Line
- Water Type Breaks
- F
- N
- S



Department of Fish and Wildlife



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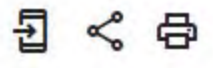
← from Olympia, Washington
to 46.8329797, -122.9919133

- Gas
- EV charging
- Hotels
- More



Saved

18 min (16.2 miles)



via I-5 S and Case Rd SW
Fastest route now due to traffic conditions



Recents



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18 min



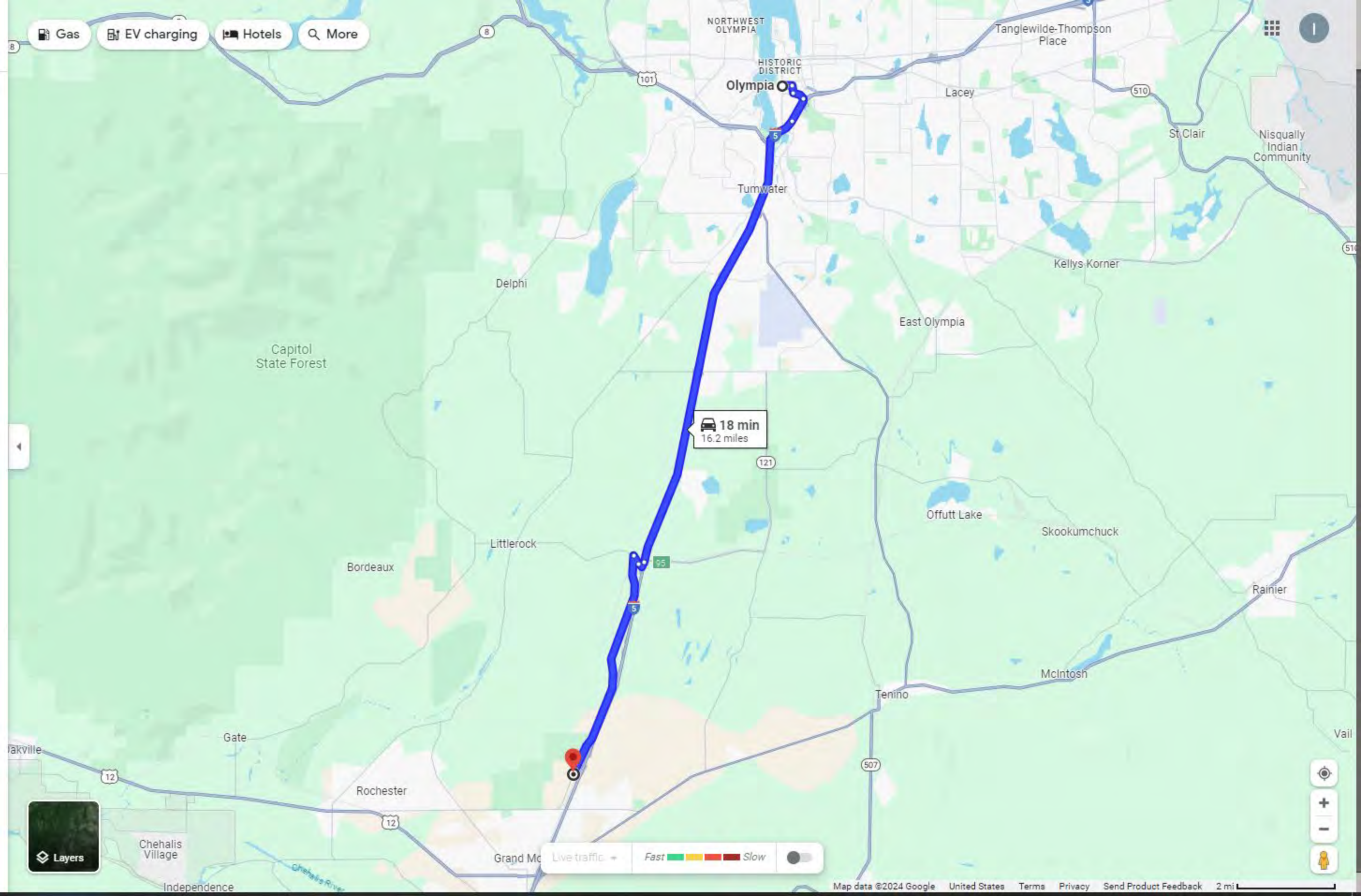
Olympia

Olympia

Washington

- > Get on I-5 S from 14th Ave SE
2 min (1.2 mi)
- ✓ Follow I-5 S to Maytown Rd SW. Take exit 95 from I-5 S
9 min (10.0 mi)
- ⬆ Merge onto I-5
9.8 mi
- ➡ Take exit 95 toward Maytown Rd SW
0.2 mi
- ✓ Follow Case Rd SW to your destination
6 min (5.0 mi)
- ↙ Keep left at the fork to continue on Maytown Rd SW, follow signs for Littlerock
0.2 mi
- ↶ Turn left onto Case Rd SW
4.8 mi
- ➡ Turn right
10 ft

46.8329797, -122.9919133



Live traffic → Fast Slow



STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 24001S-24003S

SALE NAME: Scatter Creek Wildlife Area Oak Release and Prairie Restoration – North Unit

THE STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [REDACTED], 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

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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 1 meeting the specifications described below, located on approximately 50 acres on part(s) of Sections 36 & 51 in Township 16 North, Range 03 West, W.M. in Thurston 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

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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
24001S	1	DF / 5”+ dib saw	MBF				
24002S	2	RC/5”+dib saw	MBF				
24003S	3	Pulp/ 2”+ Utility (Pulp)	TON				

“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.

There are two timber owners for the project, WDFW and Sheetsley. There are not different sorts for each owner. It will be the contractor’s responsibility to keep loads separate when delivering the sorts and notifying the Contact Administrator of scale ticket numbers for each owner of delivered loads.

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 Narrative
D	DNR Access Road Revolving Fund (ARRF) Rates
E	Project Maps

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.

Sort(s)	Maximum No. Loads/day
All Sorts	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 **September 23rd, 2024**, and the expiration date of, **December 1st, 2024**. All forest product deliveries are to be completed prior to **October 31st, 2024**.

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 contact. The commencement or cessation of operations must be approved by the Contract Administrator. Failure to comply will be considered a breach. G-040.1

Contract Term Adjustment

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

G-050.1 Contract Term Extension

An extension of operating authority time may be granted at the discretion of the State upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by the State. Contract extensions may not exceed thirty (30)

days unless otherwise agreed to by State and Contractor. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the State. The extension, if granted, will be contingent upon the payment of an extension fee to the State, by the Contractor, in the amount of \$100.00 per day of extension.

G-054.1 Early Contract Termination

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

G-060.1 Exclusion of Warranties

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

- a. The **CONDITION** of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The **ACREAGE** contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The **VOLUME, WEIGHT, QUALITY, or GRADE** of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The **CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE.** These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.
- e. **THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES** or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

- f. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- g. Items contained in any other documents prepared for or by the State.

G-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

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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.

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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: Sheetsley Road, Road 1A, & Road 2A as seen on the attached maps. 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	\$ /TONs

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:

$$\text{Hauling Services Payment Rate per TONS} = (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor Haul Bid Factor})$$

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

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

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

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

Where;

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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 unweighted 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 unweighted load of logs.

Section H: Harvesting Operations

H-010.1 Cutting and Yarding Schedule

Ground based yarding will not be permitted from December 15 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.

An exception to this rule is when the butt end of the tree to be felled is non-merchantable. In this case the operator will fell the tree as high as safely possible, while still creating a merchantable timber sort.

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 December 15 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 (**September 23 – October 31**). 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 and open prairie areas.**
- 4) Protect residual leave trees.
- 5) **Equipment is not allowed on the open prairie.**
- 6) **Cut no Oregon White Oak**
- 7) 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.
- 8) Tree length yarding/skidding may be allowed with permission of the Contract Administrator as long as the requirements of Items #3 and #4 have been met.
- 9) 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.
- 10) 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. The location of those slash piles must be pre-approved by the Scatter Creek Wildlife Area Manager.
- 11) Contractor will be required to **leave a minimum of 2 snags per acre** 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.

12) Work Notification: On the following road(s), Harvester shall notify the Contract Administrator a minimum of 3 calendar days before work begins.

<u>Road</u>
Sheetsley Road
1A
2A

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

- 12.) **There are two timber owners for the project, WDFW and Sheetsley. There are not different sorts for each owner. It will be the contractor’s responsibility to keep loads separate when delivering the sorts and notifying the Contact Administrator of scale ticket numbers for each owner of delivered loads.**
- 13.) **No passing is allowed on Sheetsley road. Only 1 vehicle in or out at a time will be permitted. All vehicles are required to stay on the designated road grade. Any violation could result in criminal prosecution in association with the Endangered Species Act and/or a \$1,000 fine per occurrence.**
- 14.) Extreme Clean-up is required for this project. See Schedule A for details.

H-150.1 Required Removal of Forest Products

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

Species	Net Bd Ft	Log Length (ft)	Log dib
Conifer	10	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 (Optional)

Road construction and associated work provisions of the Road Narrative for this project, are hereby made a part of this contract.

The State may make modifications to the Road Narrative 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 CA 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 the percent of missorted 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 loads total volume, as determined by a third party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load of 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.

EXHIBIT D
Harvesting Service Contract RFQ #
24-00018

Any excessive damage to Oak may occur an initial base rate damage cost of \$200 per damaged Oak under 10” DBH and \$500 over 10” DBH.

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

D-030.1 Inadequate Log Accountability

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

For these reasons, Contractor’s payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches: a sum of \$100.00 each time a load of logs does not have branding as required in the contract, \$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations, \$250.00 each time a load is weighed 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.



STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

Purchaser

Cynthia Wilkerson
Wildlife Program Lands Division Manager

Date: _____

Date: _____

Address: _____



Schedule A
Harvest Prescription Summary

UNITS 1

- Harvest unit boundaries are delineated with pink ribbon.
Red flagging indicates property boundary between WDFW and Sheetsley. There are two timber owners for the project, WDFW and Sheetsley. There are not different sorts for each owner. It will be the contractor's responsibility to keep loads separate when delivering the sorts and notifying the Contact Administrator of scale ticket numbers for each owner of delivered loads.
- **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 blue ribbon.
- Road improvement features are delineated with 2 orange ribbons on either side of the road.
- Cut all conifer and deciduous species that are not Oak or **marked with orange paint** (one mark at eye level and one butt mark on the downhill side).
- Conifers meant to be cut that have unmerchantable butt logs (at minimum 8' tall and not to exceed 20 DBH) are to be cut as high as the harvesting equipment can reach (at least 8' high) and delimed if the top log is still of merchantable value. The top log(s) from these trees (if merchantable) can be manufactured for removal.
- **Only cut snags when safe to do so and** they do not 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 Oak** 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 2 down logs (at least 12” in diameter at the large end) per acre.
- **Timber that is not marked and is not a specified sort for delivery is to be thrown into an RMZ/WMZ areas where feasible. Where not feasible the timber will be put in the slash pile or the logger may remove these pieces of timber, from the project site, at their own expense. If chosen to be removed the timber will be decked and inspected prior to removal.**

Extreme Clean-up -

- No vegetation/debris larger than 2 inches in diameter will remain after logging operations.
- Vegetation/debris will be piled on or near established landing slash pile locations and shall be free from dirt.
- Any uncut conifer or deciduous species, that are not Oak or marked with Orange paint shall be cut to the ground level.
- Mastication or raking will be required to accomplish extreme clean-up. When raking is occurring then no grubbing will be permitted. When mastication is occurring then mastication disturbance will not occur below the soil surface level.

Road Plan Narrative

Pre-Haul Maintenance

Sheetsley Road

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, for minimum log truck traffic
- Widening of entrance for log truck traffic
- **Any spot rocking deemed necessary for log haul is the responsibility of the contractor.**

Construction

Sheetsley Road Entrance, Road 1A, Road 2A

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

- Grading, shaping, rolling and application of rock
- Installing a 50 ft rock apron at the start of Sheetsley road. **The rock area will be designated by WDFW prior to rocking.**
- Removal of gate and fence posts to widen road to allow log truck traffic at the beginning of Sheetsley Road
- Removal of earthen berm
- Road(s) width shall not exceed 14' wide without written approval from the CA

Post Haul Maintenance

Sheetsley Road

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
- Remove all berms along all roads, by pulling material back into the roadway.

Abandonment

1A & 2A

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

- Remove road shoulder berms.
- Lightly scratch up road
- Put any slopes back to their original contour.
- **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 D
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24-00018

Exhibit E- Scatter Creek Phase 3 Road Summary					
ROAD	REQUIRED/ OPTIONAL	STATIONS	GRADING	ABANDON/ ORPHAN	OTHER
Sheetsely Road	REQUIRED/	26+30	Yes		
Road 1A	REQUIRED/	16+45	Yes	ABANDON	
Road 2A	REQUIRED/	15+02	Yes	ABANDON	

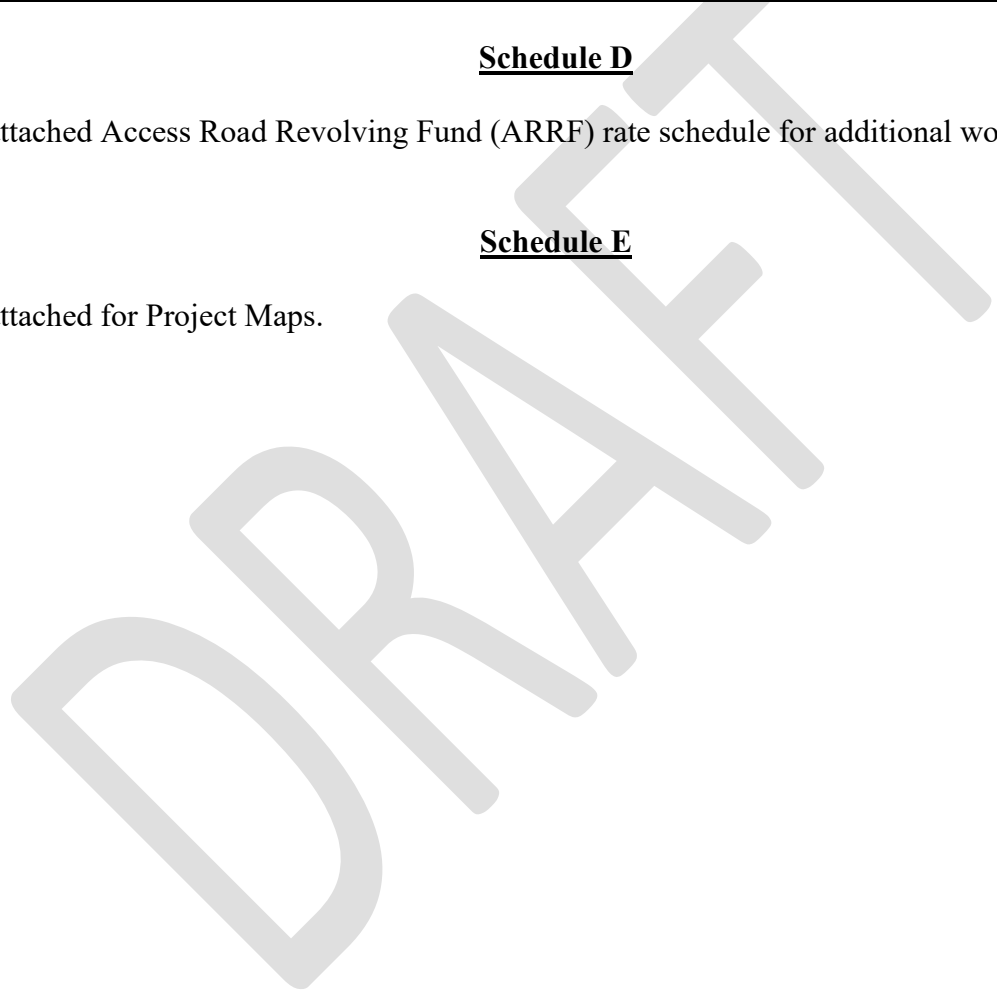
ROCK DETAIL					
ROAD	START STATION	END STATION	ROCK TYPE	Depth	Quantity TONS
Sheetley Road	0+00	0+50	2 1/2" minus	6" lift	45

Schedule D

See attached Access Road Revolving Fund (ARRF) rate schedule for additional work required.

Schedule E

See attached for Project Maps.



**Exhibit E
Road Summary
RFQ 24-00018**

Exhibit E- Scatter Creek Phase 3 Road Summary					
	REQUIRED/ OPTIONAL	STATIONS	GRADING	ABANDON/ ORPHAN	OTHER
ROAD					
Sheetsely Road	REQUIRED/	26+30	Yes		
Road 1A	REQUIRED/	16+45	Yes	ABANDON	
Road 2A	REQUIRED/	15+02	Yes	ABANDON	
ROCK DETAIL					
	START STATION	END STATION	ROCK TYPE	Depth	Quantity TONS
ROAD					
Sheetley Road	0+00	0+50	2 1/2" minus	6" lift	45

ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

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

Ripper/Scarifier Use

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

Front End Loader; Loader/Backhoe

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

Gravel Trucks

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

Dozers

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

Ripper Use

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

Tractor Brush Cutters

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

Excavators

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

ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

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

Notations

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

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE (WDFW)

**HARVESTING SERVICES CONTRACT
BID FORM**

Scatter Creek Wildlife Area Oak Release and Prairie Restoration – North Unit

(Print Project Name)



(Agreement No.)

(Print Company Name)

(Street Address)

(Business Telephone Number)

(City, State and Zip Code)

(email address)

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

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

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

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

Does Not Apply

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

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

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

To meet Hauling obligations, I bid:

Hauling Bid Factor

(format to 3 decimal places ie 0.000)

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

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.

EXHIBIT H
RFQ 24-00018

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 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.

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

(Signature of authorized representative submitting this bid)

(Date)

(Print name and title of authorized representative signing bid)

Statement of Available Resources and Work Plan

Attach additional pages if necessary.

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

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

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

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 D).
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 D) for plans/details on bridge install, complex culvert install, etc.
4. Add all item totals and enter the sum in the Total Road Cost Proposal below the table.

<u>Road</u>	<u>Type</u>	<u>Stations</u>	<u>Total Stations</u>	<u>Price Per Station</u>	<u>Total Price</u>
Sheetsly Road	Pre-Haul Maintenance (Including Rock Lift – See Road Summary)	0+00 ~26+30	26+30		
Sheetsly Road	Post-Haul Maintenance	0+00 ~26+30	26+30		
Road 1A	New Construction	0+00 ~ 16+45	16+45		
Road 2A	New Construction	0+00 ~ 15+02	15+02		
Road 1A	Light Abandonment	0+00 ~ 16+45	16+45		
Road 2A	Light Abandonment	0+00 ~ 15+02	15+02		

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

Total Road Proposal Cost = \$ _____

<u>Extreme Clean-up</u>	<u>Type</u>	<u>Acreage</u>	<u>Price Per Acre</u>	<u>Total Price</u>
Unit 1	Remove All Debris \geq 2 inches in Diameter (See Schedule A of Harvester Contract for detail)	50		

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE
Kelly Susewind, Director

**HARVESTING SERVICES CONTRACT
PERFORMANCE AND PAYMENT BOND**

(Contractor)

(Bond Number)

KNOW BY ALL THESE PRESENTS: That we, _____, as Principal, and _____ as Surety, a corporation legally doing business in the State of Washington, are held and firmly bound and obligated unto the State of Washington and the Department of Fish and Wildlife (Department), pursuant to Chapter 39.09 RCW, in the full sum of _____ Dollars (\$ _____), for the faithful performance of the Agreement referenced below, and for the payment of which sum we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT the Principal entered into a certain Agreement with: _____ which Agreement, including all of the contract documents, and specifications, as amended and modified, are incorporated herein by this reference.

NOW THEREFORE, if the Principal shall faithfully perform all provision of such Agreement and pay all laborers, mechanics and subcontractors and material men, and all persons who shall supply such person or persons, or subcontractors, with services, provisions, and supplies for the carrying on of such work, then this obligation is void, otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that whenever Contractor shall be, and declared by the Department to be in default under the Contract, the Department having performed the Department's obligations thereunder, the Surety, at the request of the Department, shall promptly remedy the default in a manner acceptable to the Department.

SIGNED this _____ day of _____, 2____.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/ Zip: _____	City/Zip: _____
Telephone: _____	Telephone: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance and payment bond.

END OF DOCUMENT