

**TIMBER NOTICE OF SALE
TS 517-153**

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

SALE NAME: Brooks Memorial State Park – Forest Health Thinning

AUCTION: **Bids Due: Thursday October 27, 2016 @ 5:00pm**
Mailing Address:
Washington State Parks and Recreation Commission
PO Box 42650
Olympia, WA 98504-2650

Physical Address:
1111 Israel Road SW
Tumwater, WA 98501-6512

Oral, telephone, telegraphic (email), or facsimile (fax) bids shall **not** be considered. Any bids received after the scheduled time for receipt of bids shall be returned to the Bidder unopened. The official date and time the bid is received shall be stamped on the bid envelope at the physical place of the bid opening listed above.

SALE LOCATION: The site is located approximately 17 miles north of Goldendale, WA on Hwy 97.

CONTACT: For information on this sale contact agency forester Dave Cass at 360-902-8606 or david.cass@parks.wa.gov

LOCATION AND HARVEST AREA DESCRIPTION: The harvest area is approximately 63.5 acres located within Section 3, Township 5 North, Range 17 East, W.M. Refer to the attached map. There are 2.8 acres of equipment exclusion zones in the riparian areas of two type Ns streams. A 0.2 acre culturally sensitive site is present in the harvest area and is surrounded by a 7 acre buffer with operational restrictions. Total harvestable area of the unit is approximately 58.5 acres. The steepest slope in the harvest area is 35% and ground-based operations are permitted throughout the unit. Harvest area breakdown is as follows:

ESTIMATED SALE VOLUMES AND QUALITY:

Species available to harvest include live Douglas-fir and ponderosa pine. An incidental amount of grand fir exists on the unit and may also be removed if marked. Garry oak is not available for harvest. Estimated Total Harvest volume = 402 MBF

Species	Total MBF	MBF by Grade				Tons UT
		1S	2S	3S	4S	
Douglas-fir	106		15	68		216
Ponderosa Pine	296				228	612

TIMING: Work must be started by no later than December 1, 2016 and completed by no later than March 1, 2017.

SUGGESTED MINIMUM BID: \$131.00/MBF (est. value \$30,000) **BID METHOD:** Sealed Bids

PERFORMANCE SECURITY: \$6,000

SALE TYPE: Combined Scale

BIDDABLE SPECIES: Douglas-fir

ALLOCATION: Export Restricted

BID DEPOSIT: 10% of bid value. Said deposit shall constitute an opening bid at the appraised price

PERFORMANCE SPECIFICATIONS: The successful purchaser will be required to enter into a standard state timber harvest agreement. Evidence of qualifications, references, insurance, and performance bond will be required of the selected contractor. Prior to operations contractors must submit a "harvest plan" for removal of trees and disposal of slash. The plan should include type of equipment used, landings size and location, major skid roads and timing of operation.

STATEMENT OF PURPOSE: Washington State Parks is soliciting Invitations for Bid at Brooks Memorial State Park (Goldendale, WA) for a forest health thinning described in the specifications below. The goals of this harvest are to:

- A. Thin the stand from below to reduce the basal area by approximately 35% and concentrate the site growth potential on fewer healthy dominate/co-dominant conifer and oak trees.
- B. Enhance/promote habitat for western gray squirrels by protecting from damage most Oregon white oak trees and especially trees larger than 12" dbh.
- C. Protect the culturally sensitive site core area from damage and minimize disturbance within buffer zone around site core area.
- D. Reduce the wildfire fuel ladder and fuel load.
- E. Reduce the risk of a bark beetle infestation.
- F. Minimize soil disturbance and the introduction of weedy species across the harvest area.

HARVEST REQUIREMENTS:

- **Tree Removal:** Thin from below to a diameter cut limit of 24 inches DBH and residual basal area target of 100-110 square feet per acre. Residual spacing will be variable and retention of some understory and select advanced regeneration and pole-sized trees is desired. Protection and release of mature Oregon white oak will be required. Cut trees throughout the unit have been marked with blue paint at breast height and tree base.
- **Culturally Sensitive Site Protection:** A 0.2 acre culturally sensitive site (CSS) has been flagged with blue "Special Management Unit" placards and the 7 acre buffer surrounding it has been flagged with orange/black stripe flagging. The 0.2 acre CSS is excluded from all harvest activities. Directional falling into the CSS is prohibited. All trees to be harvested within the boundary of the 7 acre buffer will be marked with blue paint by contract administrator. Ground disturbance within the buffer should be minimized and an archeologist representing State Parks may be onsite during operations to ensure protection of the CSS.
- **Park Infrastructure:** Care shall be taken during harvest activities to prevent damage to Park infrastructure. A water supply cistern is located in the harvest unit and has been marked on the map and flagged on the ground. Repair of any damage to park infrastructure and excessive damage to park roads will be the responsibility of the contractor.
- **Western Gray Squirrel Nest Protection:** Active nest trees are identified with two and sometimes one pink ribbon tied around the tree at dbh. These trees and those immediately adjacent, with crowns that are touching to the nest tree, are to be protected from any disturbance or damage. Trees

marked for removal within striking distance of nest trees should be felled in the opposite direction away from the nest tree.

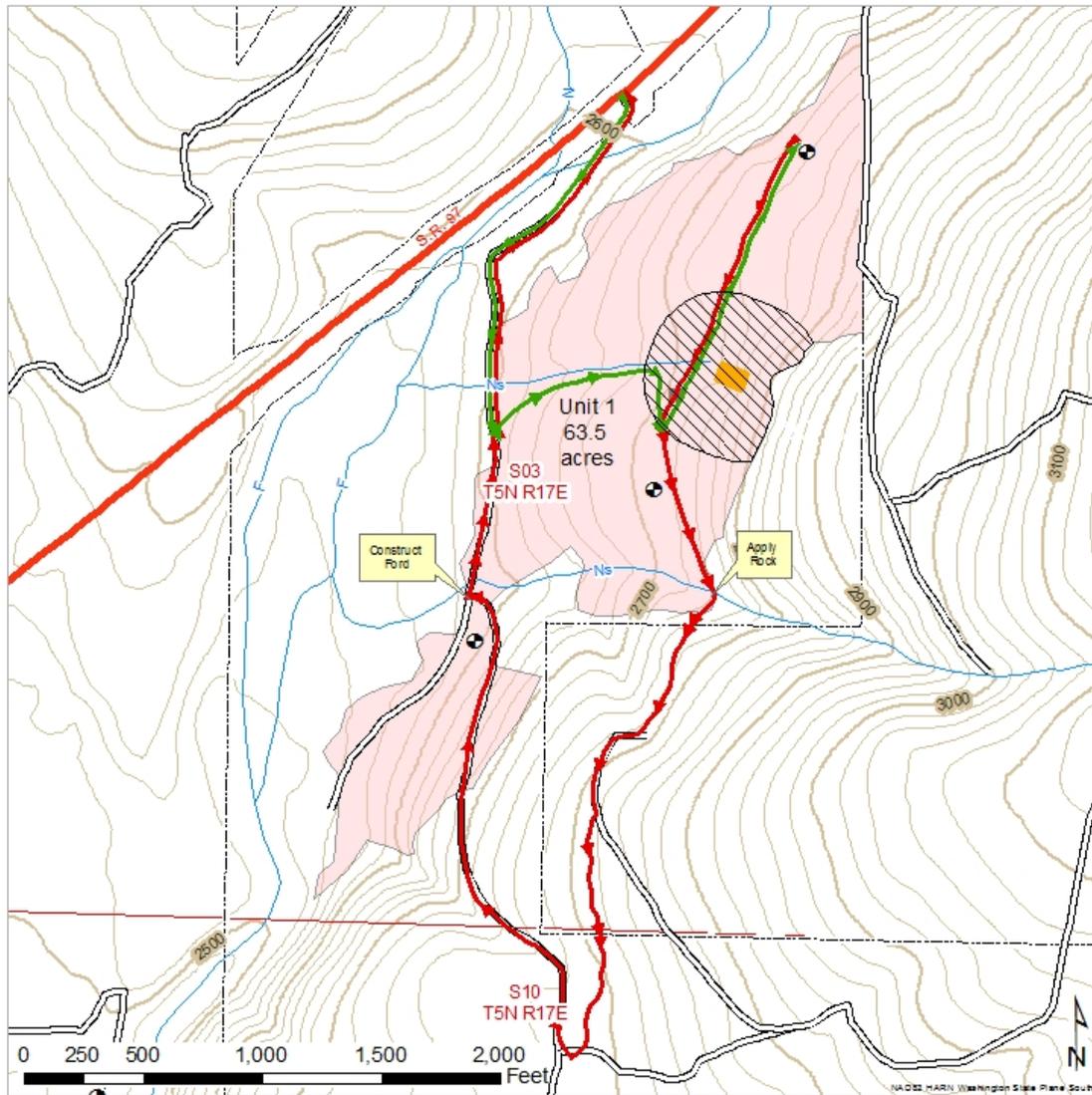
- **Slash Treatment:** The goal is to reduce the fuel load to reduce the risk from wildfire and bark beetles by removal of tree tops and slash concentrations leaving the ground relatively free of larger woody material/slash and suitable for growth of native or planted vegetation.
 - a) All large woody material and slash from harvest activities greater than 3 inches diameter and 12 feet length shall be gathered and piled at the landings. At the contractor's expense, slash piles must be burned or chipped onsite or disposed of off-site.
 - b) Treated areas will comply with all Forest Practices requirements, including those associated with slash abatement and fuel loads.
- **Soil Disturbance:** Conducting activities on dry soil conditions or frozen/snow covered to minimize soil disturbance is highly desirable. Operation of equipment on wet or thawing soil must be coordinated with Contract Administrator and may require temporary suspension of equipment use.
 - a) Use of designated skid roads during harvest activities is required for multiple passes of equipment travel.
 - b) Use of slash or chipped material for skid trails is required if rutting exceeds 4 inches depth.
- **Weeds:** Contractor shall ensure equipment is free of soil/debris prior to entering the site to minimize the risk of introducing noxious weeds.
- **Roads Maintenance and Hauling Restrictions:** Contractor shall have the right to use roads within the Park boundary to accomplish their activities. No new roads will be built and any pre-operations road work will be at the expense of the contractor. All roads must be returned to pre-work condition or better at the completion of operations. Where the road passes through the buffer of the CSS a slash bed may be required and operations may be restricted during wet conditions. Hauling of material may be done Monday through Friday from 5:00 am to 7:00 pm unless authorized in writing by Contract Administrator.
- **Typed Streams:** Thirty foot equipment limitation zones have been established on each side of two type Ns streams that run through the harvest unit and are identified with blue flagging.
- **Ford and Temporary Crossing:**
 - a) One temporary crossing is permitted to facilitate harvest activities. Use of small trees/poles to protect stream channel for equipment travel is required to prevent excess soil disturbance (and removal upon completion).
 - b) One small 8 inch diameter culvert within the harvest area must be replaced with a ford that is constructed to standard specifications (see harvest agreement).
- **Landing locations:** Contractor shall designate landings location and size for approval by Contract Administrator. Landings shall be ripped and reseeded with a specified seed mix to be provided by the contract administrator at completion of operations.
- **Snags:** Snags shall be left standing unless required to be felled for safety reasons. Contractor is encouraged to make short snags (30' height or less) rather than fell snags.

Schedule B
TS 517-153 Timber Sale Map

TIMBER SALE MAP

SALE NAME: Brooks Memorial State Park - Forest Health Thinning
AGREEMENT #: TS-517-153
TOWNSHIP(S): T5&6N R17E

AGENCY: WA State Parks
COUNTY(S): Klickitat
ELEVATION RGE: 2520'-2800'



- | | | |
|------------------------------|---------------------------------------|--|
| Highway | Typed Waters | Proposed Landings |
| Existing Road | Harvest Area Boundary | Cistern |
| Designated Haul Route | Culturally Sensitive Site Core | Park Boundaries (source: WSPRC) |
| In | 300' Culturally Sensitive Site Buffer | Section Township Range (source: WADNR) |
| In/Out | | |
| Out | | |

Data in these maps were compiled for cartographic purposes. Due to the variability of the source information, the Washington State Parks and Recreation Commission cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.

**WASHINGTON STATE PARKS AND RECREATION COMMISSION SEALED BID
FORM**

Sale Name Brooks Memorial Forest Health Thinning Agreement Number TS 517-153

_____ hereby submits the following bid for timber.
(Print full, legal company name)

(Street address, City, State, Zip Code)

(Phone Number)

Douglas-fir sawlogs scale sale bid rate	\$_____ / MBF	(\$131.00/MBF suggested minimum)
Ponderosa pine sawlogs scale fixed rate	\$8.00 / Ton	
Pulpwood scale sale fixed rate	\$2.00 / Ton	

BID DEPOSIT

Bid Deposit Minimum Amount: \$3,000.00

Bid Deposit Type:

- Cash, certified check, cashiers check, or money order
 - Per Sale Bid Bond
 - Statewide Bid Bond, Number
-

Within 30 days of confirmation date the successful bidder agrees to furnish Performance Security acceptable to the State in the amount specified on the Notice of Sale. Performance Security must guarantee performance of all provisions of the contract and payment of any damages caused by operations under the contract or resulting from the successful bidders noncompliance with any rule or law.

Bidder's Warranty and Bid Signature

By signing and submitting this bid as an offer to purchase forest products from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage, appraisals, pre-bid documentation, or any other representation by the Washington State Parks and Recreation Commission, or any other State Department or Agency.

_____ Date _____
(Signature of Authorized Representative submitting this bid)

(Print **name and title** of Authorized Representative submitting this bid)

Note: all sales are subject to confirmation by the Chief Financial Officer of the Washington State Parks and Recreation Commission.

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

**BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS**

Export Restricted MBF/Tonnage Scale AGREEMENT NO. TS 517-153

SALE NAME: BROOKS MEMORIAL FOREST HEALTH THINNING

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY,
STATE, AND **NAME**, PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

Bill of Sale and Contract for Forest Products: Contract between the Purchaser and the State, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable.

Contract Administrator: State's designee responsible for assuring that the contractual obligations of the Purchaser are met.

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

Improvements: All structures, camp sites, fire pits, tables, fences, roads, and all other campground facilities.

Purchaser: The company or individual that has entered a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.

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

State: The Washington State Parks and Recreation Commission, landowner and seller of Forest Products from the timber sale area. The State is represented by the Chief Financial Officer as designated on the contract signature page. Contractual obligations to the State are enforced by the Chief Financial Officer or the designated Contract Administrator.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by The Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on Friday October 28, 2016. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract:

Products Sold Description:

The described products, located on approximately sixty-three, and one half (63.5) acres on part(s) of Section 03, Township 5N North, Range 17 East W.M. in Klickitat County as designated on the sale area and as shown on the timber sale map. There are 2.8 acres of equipment exclusion zones in the riparian areas of two type Ns streams. A 0.2 acre culturally sensitive site is present in the harvest area and is surrounded by a 7 acre buffer with operational restrictions. Total harvestable area of the unit is approximately 58.5 acres. The steepest slope in the harvest area is approximately 35% and ground-based operations are permitted throughout the unit. Harvest area breakdown is as follows:

Estimated Sale Volumes and Quality:

Species available to harvest include live Douglas-fir and ponderosa pine. An incidental amount of grand fir exists on the unit and may also be removed if marked. Garry oak is not available for harvest.

Estimated Total Harvest volume = 402 MBF Timber purchased under a contract that is designated as export restricted shall not be exported until processed. Timber purchased under a contract that is designated as exportable may be exported prior to processing.

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Species	Total	MBF by Grade				Tons
	MBF	1S	2S	3S	4S	UT
Douglas-fir	106		15	68		216
Ponderosa Pine	296				228	612

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser 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 Parks and Recreation Commission.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Timber Notice of Sale TS 517-153
B	Timber Sale Map
C	Light Armored Ford Specification

G-030 Contract Term

Work must be started by no later than December 1, 2016. Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to March 1, 2017.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term. A claim must be submitted in writing and received by the State within 30 days after the start of interruption or delay. The claim must also indicate the actual or anticipated length of interruption or delay. The State may grant an adjustment without charge only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-050 Contract Term Extension - Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products

conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the contract value based on the contract payment rate and advertised volume.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the contract value based on the contract payment rate base and advertised volume.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.15.100.

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the timber value of the contract.

To determine the unpaid portion of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$50.00 per acre on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-060 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. 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 the State's appraisal purposes only.
- f. 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.
- g. 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.
- h. Items contained in any other documents prepared for or by the State.

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application and Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser 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 Governmental Regulatory Actions

- a. Risk

Purchaser 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 Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

When portions of the sale area become subject to a foreign or domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed the expiration date of this contract, and Purchaser has complied with this contract, the following shall apply:

- i. RCW 79.15.140 shall govern all adjustments to the contract area.

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in species, value, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment if deemed appropriate by the State. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser constructed but was unable to fully use for removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

No advice by any agent, employee, or representative of the State regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Purchaser's purposes under the contract. Purchaser's reliance on any State advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the contract. Purchaser retains the final responsibility for its operations under this contract and State shall not be liable for any injuries resulting from Purchaser's reliance on any State advice regarding the method or manner of performance.

G-090 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-100 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-105 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.15.100.

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser 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. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any

subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' 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. Purchaser 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.

G-150 Insurance

Purchaser and/or contractor(s) 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 suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by 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. Any exception shall be reviewed and approved by the State'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.

Washington State Parks and Recreation Commission office of sale origin 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, Purchaser shall furnish the Washington State Parks and Recreation Commission with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the purchaser and/or contractor(s) prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Purchaser 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 Purchaser's liability or responsibility.

Washington State Parks and Recreation Commission, its elected and appointed officials, agents and employees; and *Western Pacific Timber Inc.* 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. Purchaser 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 Purchaser is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Purchaser 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 Purchaser and such coverage and limits shall not limit Purchaser'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 the State, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

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

Employer's Liability "Stop Gap" Insurance. Purchaser 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. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser 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, Purchaser 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 Purchaser, 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, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or contractor(s) or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser 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. Purchaser 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 Agents

The State's rights and duties will be exercised by the Chief Financial Officer, (herein after as CFO) at Olympia, Washington. CFO will notify Purchaser in writing who is responsible for administering the contract. CFO has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser 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 Assignment and Delegation

No rights or interest in this contract shall be assigned by Purchaser 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. Purchaser may perform any duty through a delegate, but Purchaser 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 Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and 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 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to Purchaser's authorized agent or sent by certified mail to Purchaser's post office address:

G-210 Violation of Contract

G-220 State Suspends Operations

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. Purchaser agrees to notify the State of any change of address.

G-210 Violation of Contract

- a. If Purchaser 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, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operation

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

Purchaser shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the Contract Administrator.

Purchaser may request a modification of a suspension within 30 days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Purchaser is entitled to request a contract term adjustment under clause G-040.

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, 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 Purchaser 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 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, Purchaser must make a written request to CFO for resolution prior to seeking other relief.
- b. CFO will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of CFO decision, Purchaser may make a written request for resolution to the Director of Washington State Parks and Recreation Commission.

- d. Unless otherwise agreed, a conference will be held by the Director within 30 calendar days of the receipt of Purchaser's request for review of the Director of CFO's written decision. Purchaser and CFO will have an opportunity to present their positions. The Director will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

Purchaser shall comply with all applicable statutes, regulations and laws, including, but not limited to; chapter 27.53 RCW, chapter 68.50 RCW, and WAC 240-15. 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 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, 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 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser 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 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser 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, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; roads identified as the designated haul route on the timber sale map (Schedule B). The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser 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 Purchaser 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

Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them.

G-360 Road Use Reservation

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the paved roads within the park unless authority is granted in writing by the Contract Administrator.

G-396 County Hauling Permit

The hauling of forest products, rock or equipment may require a county road, hauling permit. Purchaser is responsible for obtaining a permit and any costs associated with extra maintenance or repair levied by a county. Purchaser must provide the Contract Administrator with a copy of the executed permit.

G-430 Open Fires

Purchaser shall not set, or allow to be set by Purchaser's employees, agents, invitees and independent contractors, 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-010 Initial Deposit

Purchaser paid **AMOUNT** initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area.

Douglas-fir sawtimber **AMOUNT** per MBF
Ponderosa pine sawtimber \$8.00 per ton
Pulpwood (all species) \$2.00 per ton

Utility logs, special cull and peelable cull logs of all species, included on loads of logs that are required to be removed and scaled per clause H-150 will be paid for on an adjusted gross scale basis at the rate of \$50.00 per MBF plus fees.

P-045 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

The State will compute and forward to Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the State on or before the date shown on the billing statement.

P-052 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the State Parks Headquarters office on or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the State Parks Headquarters office on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment **each** month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by volume (mbf contracts) removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified volume/weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and **volume** for each load.

P-070 Payment for Products: Damage, Theft, Loss or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-021 shall apply.

P-080 Payment Account Refund

Advance payments made under P-040 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of Six Thousand Dollars (\$6,000.00). The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 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 Purchaser.

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-020 Short Logs - Peeler Blocks

Logs or parts of logs which are removed from the sale area that fail to meet the minimum gross length requirements shall be scaled and graded as short logs or peeler blocks. Such material shall be paid for at the forest products rates specified in this contract.

L-060 Load Tickets

Purchaser 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.

Purchaser 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 Purchaser.

L-071 Log and Load Reporting Service

This contract requires the use of a State approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 24 hours of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the State.

If during the term of this contract, the State discontinues use of the LLRS, the State will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the State.

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

Log 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 logs 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. Logs 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-120 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled and the lower segment diameters shall be determined using actual taper. In order to utilize taper rules for determining segment diameters for poles and pilings greater than 40 feet in length

plus trim, Purchaser must request use of a Pole and Piling Scaling Specification Agreement on file in the region office. Approval for usage of a special Pole and Piling Scaling Specification Agreement may be granted at the sole discretion of the State.

Following State approval for usage of the Pole and Piling Scaling Specification Agreement, the Brand Designation form shall be amended to incorporate the long log taper rules. The volume reported by the scaling organization for forest products over 40 feet plus trim will be expanded by 5 percent and the additional 5 percent volume shall be billed to the purchaser at the contract rate.

L-130 Conversion Factors

Forest products removed from the sale area that are not measured in units specified in the 'Payment for Forest Products' clause of this contract shall be converted to board feet using Department of Natural Resources' standard conversion factors.

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Falling and Yarding will be permitted within the full contract term specified in G-030 unless otherwise specified in writing by the Contract Administrator.

H-011 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.

Excessive skid trail damage is defined in clause H-013 or H-014.

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040 or D-041).

H-012 Leave Tree Damage Definition

Leave tree damage exists when one or more of the following criteria are satisfied as a result of Purchaser'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 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 damage is established when more than 5 percent of the leave trees are damaged in a unit (see clause D-040 or D-041). The damaged trees will be identified by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

Removal of designated Reserve Trees from the sale area is unauthorized, and may invoke the use of the G-230 'Trespass and Unauthorized Activity' clause. Purchaser is required to leave all cut or damaged Reserve Trees on site.

H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of 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. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- h. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-017 Preventing Excessive Soil Disturbance

Soil Disturbance: Conducting activities on dry soil conditions or frozen/snow covered to minimize soil disturbance is highly desirable. Operation of equipment on wet or thawing soil must be coordinated with Contract Administrator and may require temporary suspension of equipment use.

- a. Use of designated skid roads during harvest activities is required for multiple passes of equipment travel.
- b. Use of slash or chipped material for skid trails is required if rutting exceeds 4 inches depth.

Operations may be suspended when soil rutting exceeds 4 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 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the sale area. The plan shall address the felling, yarding and hauling of forest products, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract 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, Purchaser 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-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons shall be left standing. Contractor is encouraged to make short snags (30' height or less) rather than fell snags. Snags felled for safety reasons shall not be removed and must remain where felled.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be felled by tracked feller buncher or hand-felled and yarded by ground based equipment unless authority to use other equipment is granted in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- Tree Removal: Thin from below to a diameter cut limit of 24 inches DBH and residual basal area target of 100-110 square feet per acre. Residual spacing will be variable and retention of some understory and select advanced regeneration and pole-sized trees is desirable. Protection and release of mature Oregon white oak will be required. Cut trees throughout the unit have been marked with blue paint at breast height and tree base.

- Culturally Sensitive Site Protection: A 0.2 acre culturally sensitive site (CSS) has been marked with blue “Special Management Unit” placards stapled to bordering trees and the 7 acre buffer surrounding it has been flagged with orange/black stripe flagging. The 0.2 acre CSS is excluded from all harvest activities. Directional felling into the CSS is prohibited. All trees to be harvested within the boundary of the 7 acre buffer will be marked with blue paint by contract administrator. Ground disturbance within the buffer should be minimized and an archeologist representing State Parks may be onsite during operations to ensure protection of the CSS.
- Park Infrastructure: Care shall be taken during harvest activities to prevent damage to Park infrastructure. A water supply cistern is located in the harvest unit and has been marked on the map and flagged on the ground. Repair of any damage to park infrastructure and excessive damage to park roads will be the responsibility of the contractor.
- Western Gray Squirrel Nest Protection: Active nest trees are identified with two and sometimes one pink ribbon tied around the tree at dbh. These trees and those immediately adjacent, with crowns that are touching to the nest tree, are to be protected from any disturbance or damage. Directional falling of timber with striking distance of nest trees should be in the opposite direction away from nest trees.
- Roads Maintenance and Hauling Restrictions: Contractor shall have the right to use all roads on the designated haul route identified in the timber sale map (Schedule B) to accomplish their activities. No new roads will be built and any pre-operations road work will be at the expense of the contractor. All roads must be returned to pre-work condition or better at the completion of operations. Where the road passes through the buffer of the CSS a slash bed may be required and operations may be restricted during wet conditions. Hauling of material may be done Monday through Friday from 5:00 am to 7:00 pm unless authorized in writing by Contract Administrator.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Thin the stand from below to reduce the basal area by approximately 35% and concentrate the site growth potential on fewer healthy dominate/co-dominate conifer and oak trees.
- b. Enhance/promote habitat for western gray squirrels by protecting from damage most Oregon white oak trees and especially trees larger than 12” dbh.
- c. Protect the culturally sensitive site core area from damage and minimize disturbance within buffer zone around site core area.
- d. Reduce the wildfire fuel ladder and fuel load.
- e. Reduce the risk of a bark beetle infestation.
- f. Minimize soil disturbance and the introduction of weedy species across the harvest area.

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

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Log length (ft.)	Log small-end diameter inside bark (in.)	Net board feet
10	5	10

The State may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this contract. At the State's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

H-160 Mismanufacture

Mismanufacture is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

The State may treat mismanufacture as a breach of this contract. At the State's option, forest products that are left on the sale area may be scaled for volume by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

H-180 Removal of Specialized Forest Products or Firewood

Prior to the removal of conveyed specialized forest products or firewood from the sale area, Purchaser and the State shall agree in writing to the method of accounting for/and removal of such products.

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-220 Protection of Residual or Adjacent Trees

Unless otherwise specified by this contract, the Contract Administrator shall identify damaged adjacent or leave trees that shall be paid for according to clause G-230.

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance**C-040 Road Plan**

No new roads shall be constructed under this contract for completion of the sale. Existing roads designated for use during the sale are presented “as-is”. Two known road maintenance tasks are presented below to be completed at the contractor’s expense during the contract term:

1. Prior to use, apply one full truckload or at least 12 tons of pit run rock at least 6 inches thick overtop the culvert located at the callout “Apply Rock” in the timber sale map (Schedule B).
2. Remove one 8-inch culvert and construct a light armored ford as specified in Schedule C at the location of the callout “Construct Ford” in the timber sale map (Schedule B). Construction of the ford shall occur at completion of hauling operations or any time the existing culvert is deemed unserviceable by the Contract Administrator.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own cost on the roads used during the sale to prevent damage to subgrade, to maintain proper drainage and to keep the road surface smooth and crowned.

The roads used during the sale shall be left in the condition that exists at the time the plan of operations is completed.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction. Landing locations desired by the State are designated on the timber sale map (Schedule B).

C-140 Water Bars

Purchaser 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 Fire Hazardous Conditions**

Purchaser agrees to use its best efforts to minimize the risk of fire.

S-020 Extreme Hazard Abatement

Purchaser shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan must be acceptable to the Contract Administrator. The plan will identify how Purchaser will accomplish abatement. Purchaser shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance and approval of Purchaser's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate

for Purchaser's purposes or complies with applicable laws.

S-030 Landing Debris Clean Up

Landing locations: Purchaser shall designate landings location and size for approval by Contract Administrator. Landings shall be ripped and reseeded with a specified seed mix to be provided by the contract administrator at completion of operations. Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator.

S-035 Logging Debris Clean Up

Slash Treatment: The goal is to reduce the fuel load to reduce the risk from wildfire and bark beetles by removal of tree tops and slash concentrations leaving the ground relatively free of larger woody material/slash and suitable for growth of native or planted vegetation.

- a. All large woody material and slash from harvest activities greater than 3 inches diameter and 12 feet length shall be gathered and piled at the landings. At the contractor's expense, slash piles must be burned or chipped onsite or disposed of off-site.
- b. Treated areas will comply with all Forest Practices requirements, including those associated with slash abatement and fuel loads.

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser 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 DNR 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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-110 Resource Protection

No equipment may operate within Culturally Sensitive Area, unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through typed streams or buffers.

- Typed Streams: Thirty foot equipment limitation zones have been established on each side of two type Ns streams that run through the harvest unit and are identified with blue flagging.
- Ford and Temporary Crossing:
 - a) One temporary crossing is permitted to facilitate harvest activities. Use of small trees/poles to protect stream channel for equipment travel is required to prevent excess soil disturbance (and removal upon completion).
 - b) One small 8 inch diameter culvert within the harvest area (see timber sale map for location) must be replaced with a ford that is constructed to standard specifications (see Schedule C). Construction of the ford shall occur at completion of hauling operations or any time the existing culvert is deemed unserviceable by the Contract Administrator.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser 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. Purchaser 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 Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick

response spill kits capable of absorbing at least 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser 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 Purchaser 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 Purchaser is responsible for notifying the following:

Department of Emergency Management (contact information below).
National Response Center (contact information below).
Appropriate Department of Ecology regional office (contact information below).
PARKS 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)

Department of Emergency Management 24-hour Number:

1-800-258-5990

National Response Center:

1-800-424-8802

S-131 Refuse Disposal

a. Solid and Hazardous Waste Regulatory Compliance.

Purchaser shall meet applicable local, state, and federal solid and hazardous waste laws and regulations concerning the handling and disposal of hazardous materials and hazardous and solid waste, including, but not limited to, Chapters 70.93, 70.95, and 70.105 RCW and Resource Conservation and Recovery Act of 1976 (RCRA) 42 USC Section 6901, et seq.

b. Waste Disposal.

No hazardous or solid waste shall be disposed of by abandonment, burial, or burning on state land. All wastes, including petroleum stained soil on landings or other areas shall be removed from state land and be disposed of at a permitted solid or hazardous waste disposal facility.

c. Hazardous Materials Spill Prevention.

All operations shall be conducted in such a manner as to prevent the discharge of hazardous materials, including petroleum products, into water or air or onto ground.

Fuel tanks and other containers of hazardous materials shall be managed to prevent any drips, leaks or larger spills. Equipment seals, pressure lines, and other potential leak sources shall be maintained in good working condition to eliminate oil, hydraulic fluid, and other leaks.

Equipment maintenance activities, such as oil changes, shall be undertaken so that no oil or other hazardous materials reach the ground. Filters, batteries, and other equipment waste shall be deposited in barrels or otherwise temporarily stored to prevent the leaking of oil, acid, or other hazardous liquids onto the ground.

d. Spill Reporting.

The operator shall take immediate action to contain and control all spills.

Any spill that may be a threat to human health or the environment shall be reported immediately to the Department of Ecology and the Contract Administrator.

Other spills shall be reported to the Contract Administrator.

S-140 Structure and Improvements Repair

Purchaser shall immediately repair all structures, paved road or other improvements damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

S-150 Recreation Trail Cleanout

At the completion of logging operations, Purchaser shall repair any damage and clean logging debris from any established park trails.

Section D: Damages

D-010 Liquidated Damages

The following clauses provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State, which will be caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser 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 Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-020 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal volume to date from the State's cruise volume multiplied by the contract bid rates.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

P = Advance payments received but not yet applied to specific contract requirements.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event

shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula: $\text{Interest} = r \times \text{LD} \times N$.

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

LD = Liquidated damage value.

N = Number of days from date of breach to date payment is received.

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service within 24 hours of log removal.

D-040 Timber- Payment for Excessive Leave Tree Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, 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, Purchaser agrees to pay the State as liquidated damages at the rate of \$500.00 per tree for all damaged trees in sale area.

D-041 Reserve Tree Damage

- a. If in the course of Purchaser's operations, the Contract Administrator determines that a Reserve Tree has been cut, damaged, or removed, the

Purchaser shall provide a replacement Reserve Tree of like condition, size, and species within the sale area, as approved by the Contract Administrator to satisfy Reserve Tree requirements.

- b. When Purchaser’s operations exceed the damage limits set forth in clause H-013, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$500.00 per tree for all damaged reserve trees that are not replaced in the sale area.

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

STATE OF WASHINGTON
STATE PARKS AND RECREATION
COMMISSION

PURCHASER

Mark Bibeau
Chief Financial Officer

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

_____ to me known to be the _____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A

**TIMBER NOTICE OF SALE
TS 517-153**

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

SALE NAME: Brooks Memorial State Park – Forest Health Thinning

AUCTION: **Bids Due: Thursday October 27, 2016 @ 5:00pm**
Mailing Address:
Washington State Parks and Recreation Commission
PO Box 42650
Olympia, WA 98504-2650

Physical Address:
1111 Israel Road SW
Tumwater, WA 98501-6512

Oral, telephone, telegraphic (email), or facsimile (fax) bids shall **not** be considered. Any bids received after the scheduled time for receipt of bids shall be returned to the Bidder unopened. The official date and time the bid is received shall be stamped on the bid envelope at the physical place of the bid opening listed above.

SALE LOCATION: The site is located approximately 17 miles north of Goldendale, WA on Hwy 97.

CONTACT: For information on this sale contact agency forester Dave Cass at 360-902-8606 or david.cass@parks.wa.gov

LOCATION AND HARVEST AREA DESCRIPTION: The harvest area is approximately 63.5 acres located within Section 3, Township 5 North, Range 17 East, W.M. Refer to the attached map. There are 2.8 acres of equipment exclusion zones in the riparian areas of two type Ns streams. A 0.2 acre culturally sensitive site is present in the harvest area and is surrounded by a 7 acre buffer with operational restrictions. Total harvestable area of the unit is approximately 58.5 acres. The steepest slope in the harvest area is 35% and ground-based operations are permitted throughout the unit. Harvest area breakdown is as follows:

ESTIMATED SALE VOLUMES AND QUALITY:

Species available to harvest include live Douglas-fir and ponderosa pine. An incidental amount of grand fir exists on the unit and may also be removed if marked. Garry oak is not available for harvest. Estimated Total Harvest volume = 402 MBF

Species	Total MBF	MBF by Grade				Tons UT
		1S	2S	3S	4S	
Douglas-fir	106		15	68		216
Ponderosa Pine	296				228	612

TIMING: Work must be started by no later than December 1, 2016 and completed by no later than March 1, 2017.

SUGGESTED MINIMUM BID: \$131.00/MBF (est. value \$30,000) **BID METHOD:** Sealed Bids

PERFORMANCE SECURITY: \$6,000

SALE TYPE: Combined Scale

BIDDABLE SPECIES: Douglas-fir

ALLOCATION: Export Restricted

BID DEPOSIT: 10% of bid value. Said deposit shall constitute an opening bid at the appraised price

PERFORMANCE SPECIFICATIONS: The successful purchaser will be required to enter into a standard state timber harvest agreement. Evidence of qualifications, references, insurance, and performance bond will be required of the selected contractor. Prior to operations contractors must submit a "harvest plan" for removal of trees and disposal of slash. The plan should include type of equipment used, landings size and location, major skid roads and timing of operation.

STATEMENT OF PURPOSE: Washington State Parks is soliciting Invitations for Bid at Brooks Memorial State Park (Goldendale, WA) for a forest health thinning described in the specifications below. The goals of this harvest are to:

- A. Thin the stand from below to reduce the basal area by approximately 35% and concentrate the site growth potential on fewer healthy dominate/co-dominate conifer and oak trees.
- B. Enhance/promote habitat for western gray squirrels by protecting from damage most Oregon white oak trees and especially trees larger than 12" dbh.
- C. Protect the culturally sensitive site core area from damage and minimize disturbance within buffer zone around site core area.
- D. Reduce the wildfire fuel ladder and fuel load.
- E. Reduce the risk of a bark beetle infestation.
- F. Minimize soil disturbance and the introduction of weedy species across the harvest area.

HARVEST REQUIREMENTS:

- **Tree Removal:** Thin from below to a diameter cut limit of 24 inches DBH and residual basal area target of 100-110 square feet per acre. Residual spacing will be variable and retention of some understory and select advanced regeneration and pole-sized trees is desired. Protection and release of mature Oregon white oak will be required. Cut trees throughout the unit have been marked with blue paint at breast height and tree base.
- **Culturally Sensitive Site Protection:** A 0.2 acre culturally sensitive site (CSS) has been flagged with blue "Special Management Unit" placards and the 7 acre buffer surrounding it has been flagged with orange/black stripe flagging. The 0.2 acre CSS is excluded from all harvest activities. Directional falling into the CSS is prohibited. All trees to be harvested within the boundary of the 7 acre buffer will be marked with blue paint by contract administrator. Ground disturbance within the buffer should be minimized and an archeologist representing State Parks may be onsite during operations to ensure protection of the CSS.
- **Park Infrastructure:** Care shall be taken during harvest activities to prevent damage to Park infrastructure. A water supply cistern is located in the harvest unit and has been marked on the map and flagged on the ground. Repair of any damage to park infrastructure and excessive damage to park roads will be the responsibility of the contractor.
- **Western Gray Squirrel Nest Protection:** Active nest trees are identified with two and sometimes one pink ribbon tied around the tree at dbh. These trees and those immediately adjacent, with crowns that are touching to the nest tree, are to be protected from any disturbance or damage. Trees

marked for removal within striking distance of nest trees should be felled in the opposite direction away from the nest tree.

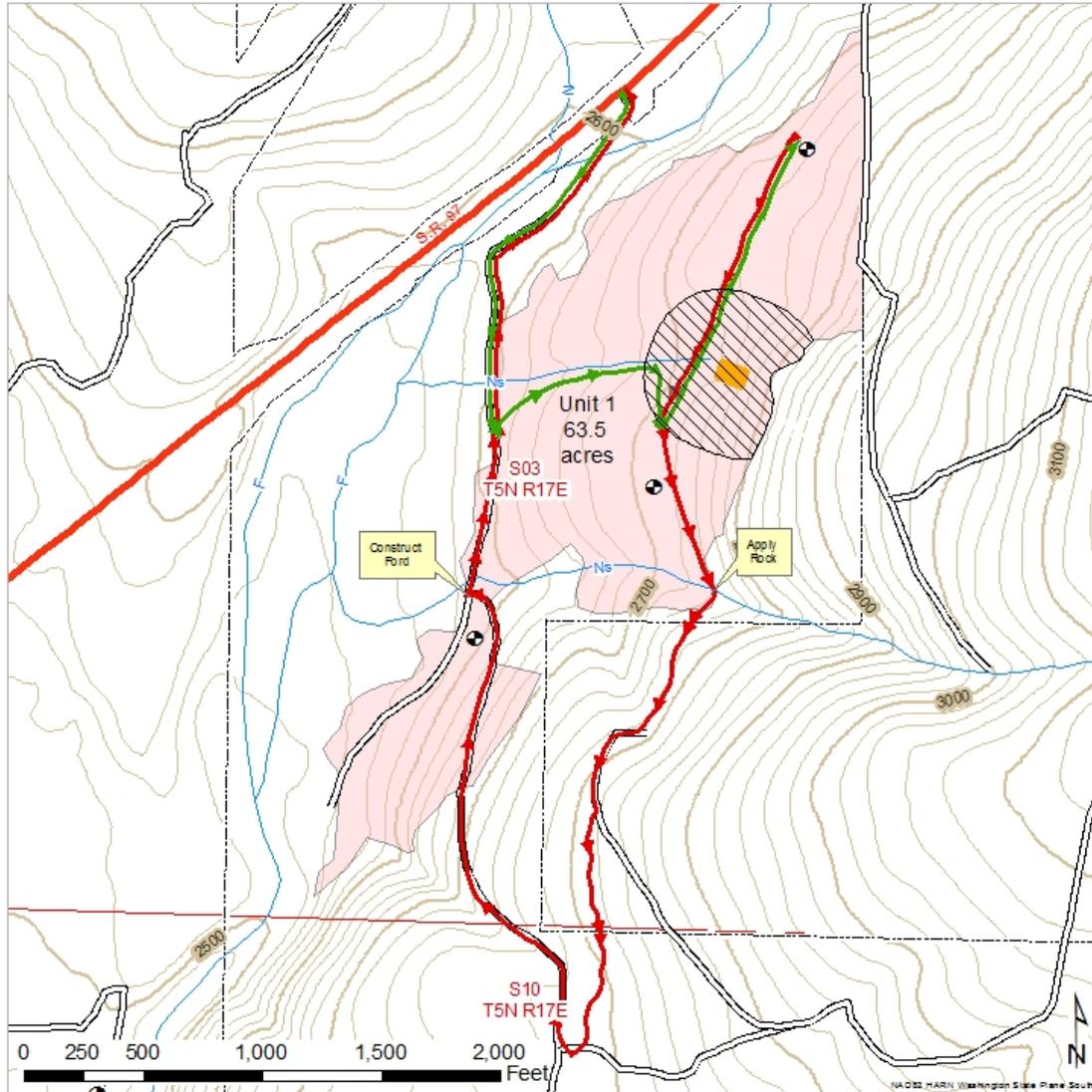
- **Slash Treatment:** The goal is to reduce the fuel load to reduce the risk from wildfire and bark beetles by removal of tree tops and slash concentrations leaving the ground relatively free of larger woody material/slash and suitable for growth of native or planted vegetation.
 - a) All large woody material and slash from harvest activities greater than 3 inches diameter and 12 feet length shall be gathered and piled at the landings. At the contractor's expense, slash piles must be burned or chipped onsite or disposed of off-site.
 - b) Treated areas will comply with all Forest Practices requirements, including those associated with slash abatement and fuel loads.
- **Soil Disturbance:** Conducting activities on dry soil conditions or frozen/snow covered to minimize soil disturbance is highly desirable. Operation of equipment on wet or thawing soil must be coordinated with Contract Administrator and may require temporary suspension of equipment use.
 - a) Use of designated skid roads during harvest activities is required for multiple passes of equipment travel.
 - b) Use of slash or chipped material for skid trails is required if rutting exceeds 4 inches depth.
- **Weeds:** Contractor shall ensure equipment is free of soil/debris prior to entering the site to minimize the risk of introducing noxious weeds.
- **Roads Maintenance and Hauling Restrictions:** Contractor shall have the right to use roads within the Park boundary to accomplish their activities. No new roads will be built and any pre-operations road work will be at the expense of the contractor. All roads must be returned to pre-work condition or better at the completion of operations. Where the road passes through the buffer of the CSS a slash bed may be required and operations may be restricted during wet conditions. Hauling of material may be done Monday through Friday from 5:00 am to 7:00 pm unless authorized in writing by Contract Administrator.
- **Typed Streams:** Thirty foot equipment limitation zones have been established on each side of two type Ns streams that run through the harvest unit and are identified with blue flagging.
- **Ford and Temporary Crossing:**
 - a) One temporary crossing is permitted to facilitate harvest activities. Use of small trees/poles to protect stream channel for equipment travel is required to prevent excess soil disturbance (and removal upon completion).
 - b) One small 8 inch diameter culvert within the harvest area must be replaced with a ford that is constructed to standard specifications (see harvest agreement).
- **Landing locations:** Contractor shall designate landings location and size for approval by Contract Administrator. Landings shall be ripped and reseeded with a specified seed mix to be provided by the contract administrator at completion of operations.
- **Snags:** Snags shall be left standing unless required to be felled for safety reasons. Contractor is encouraged to make short snags (30' height or less) rather than fell snags.

Schedule B TS 517-153 Timber Sale Map

TIMBER SALE MAP

SALE NAME: Brooks Memorial State Park - Forest Health Thinning
AGREEMENT #: TS-517-153
TOWNSHIP(S): T5&6N R17E

AGENCY: WA State Parks
COUNTY(S): Klickitat
ELEVATION RGE: 2520-2800'



- | | | |
|------------------------------|---------------------------------------|--|
| Highway | Typed Waters | Proposed Landings |
| Existing Road | Harvest Area Boundary | Cistern |
| Designated Haul Route | Culturally Sensitive Site Core | Park Boundaries (source: WSPRC) |
| In | 300' Culturally Sensitive Site Buffer | Section Township Range (source: WADNR) |
| In/Out | | |
| Out | | |

Data in these maps were compiled for cartographic purposes. Due to the variability of the source information, the Washington State Parks and Recreation Commission cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany the material.