



**TIMBER NOTICE OF SALE**

**SALE NAME:** *LARGE MARGE*

**AGREEMENT NO:** *30-103485*

**AUCTION:** September 28, 2023 starting at 10:00 a.m., **COUNTY:** Lewis  
Pacific Cascade Region Office, Castle Rock, WA

**SALE LOCATION:** Sale located approximately 10 miles west of Centralia, WA

**PRODUCTS SOLD AND SALE AREA:** All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber existing 5 years prior to the day of sale, and snags bounded by the following:

Unit 1, white "Timber Sale Boundary" tags and pink "Timber Harvest Boundary" flagging, reprod and Echo Road

All forest products above located on part(s) of Sections 3 all in Township 14 North, Range 4 West, W.M., containing 52 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513)

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	12.8	7	736						115	451	162	8
Red alder	12.7		306						50	50	202	3
Grand fir	18.2		52						33	13	6	
Redcedar	34		18							18		
Maple	15.6		5							3	2	
Cottonwood	19.1		3								3	
Sale Total			1,120									

**MINIMUM BID:** \$340,000.00 **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$68,000.00 **SALE TYPE:** Lump Sum

**EXPIRATION DATE:** October 31, 2024 **ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$34,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Feller buncher, Rubber tired skidder, and Shovel. This sale is estimated to be 100% ground based harvesting. Ground based equipment is restricted to slopes of 45 percent and less, and shall operate only during dry soil conditions. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 65 percent. See Clause H-140 for further harvest requirements.



## TIMBER NOTICE OF SALE

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**ROADS:** 30.00 stations of required construction. 9.62 stations of optional construction. 30.00 stations of required prehaul maintenance. Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources are subject to written approval by the Contract Administrator before their use. Road construction will not be permitted from October 1 to April 30 unless authorized in writing by the Contract Administrator.

### ACREAGE DETERMINATION

**CRUISE METHOD:** The sale acres were determined by GPS. The sale area was cruised using a variable plot cruise method.

**FEES:** \$19,040.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

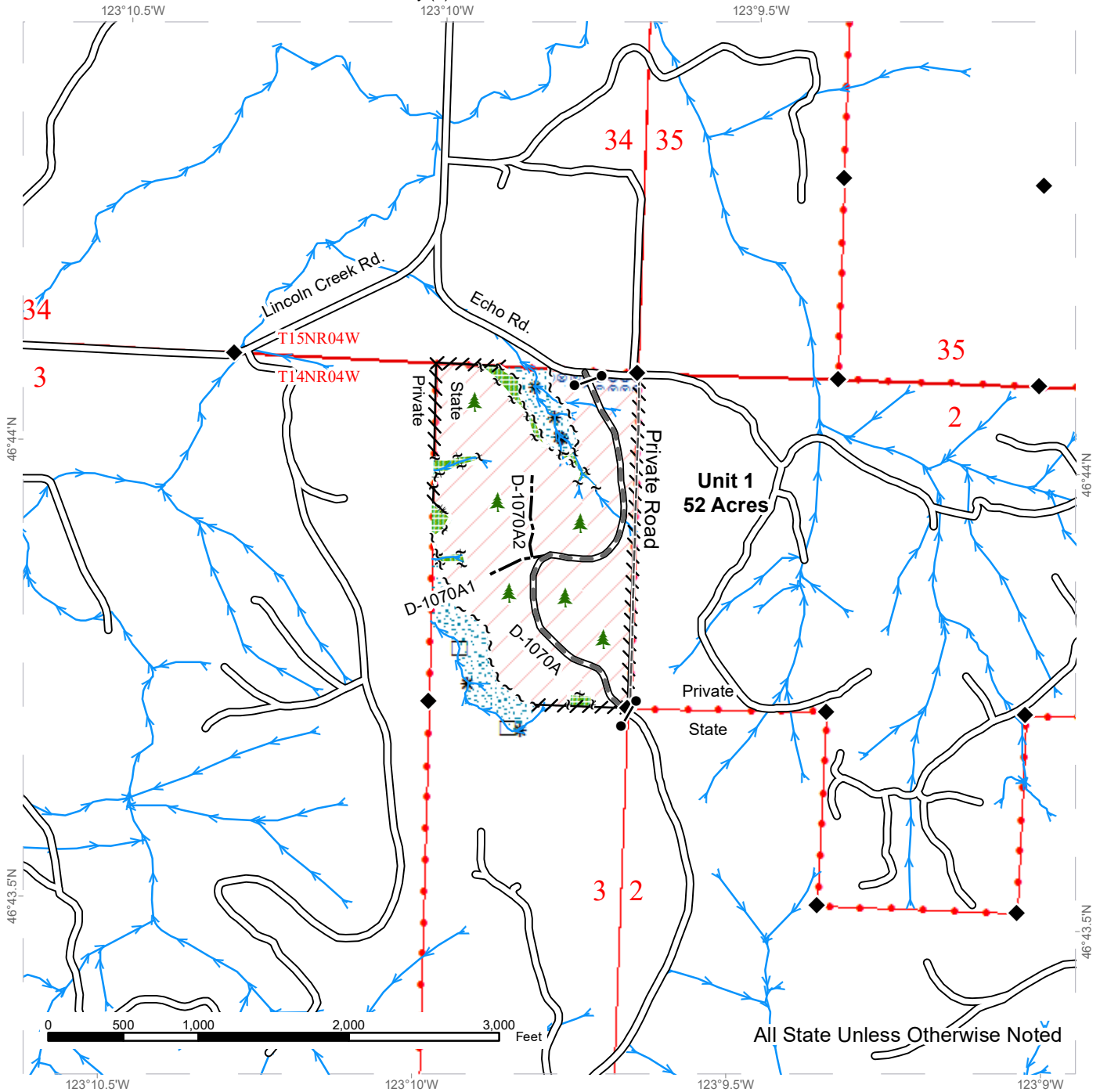
**SPECIAL REMARKS:** This sale contains approximately 6 MBF High Quality 2 Saw DF and 34 MBF high quality 3 saw DF. See Cruise for additional for additional information.

PCP 1-1 gate keys may be obtained from the Pacific Cascade Region office.

# TIMBER SALE MAP

**SALE NAME:** Large Marge  
**AGREEMENT #:** 30-103485  
**TOWNSHIP(S):** T14R4W  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 200-520



All State Unless Otherwise Noted

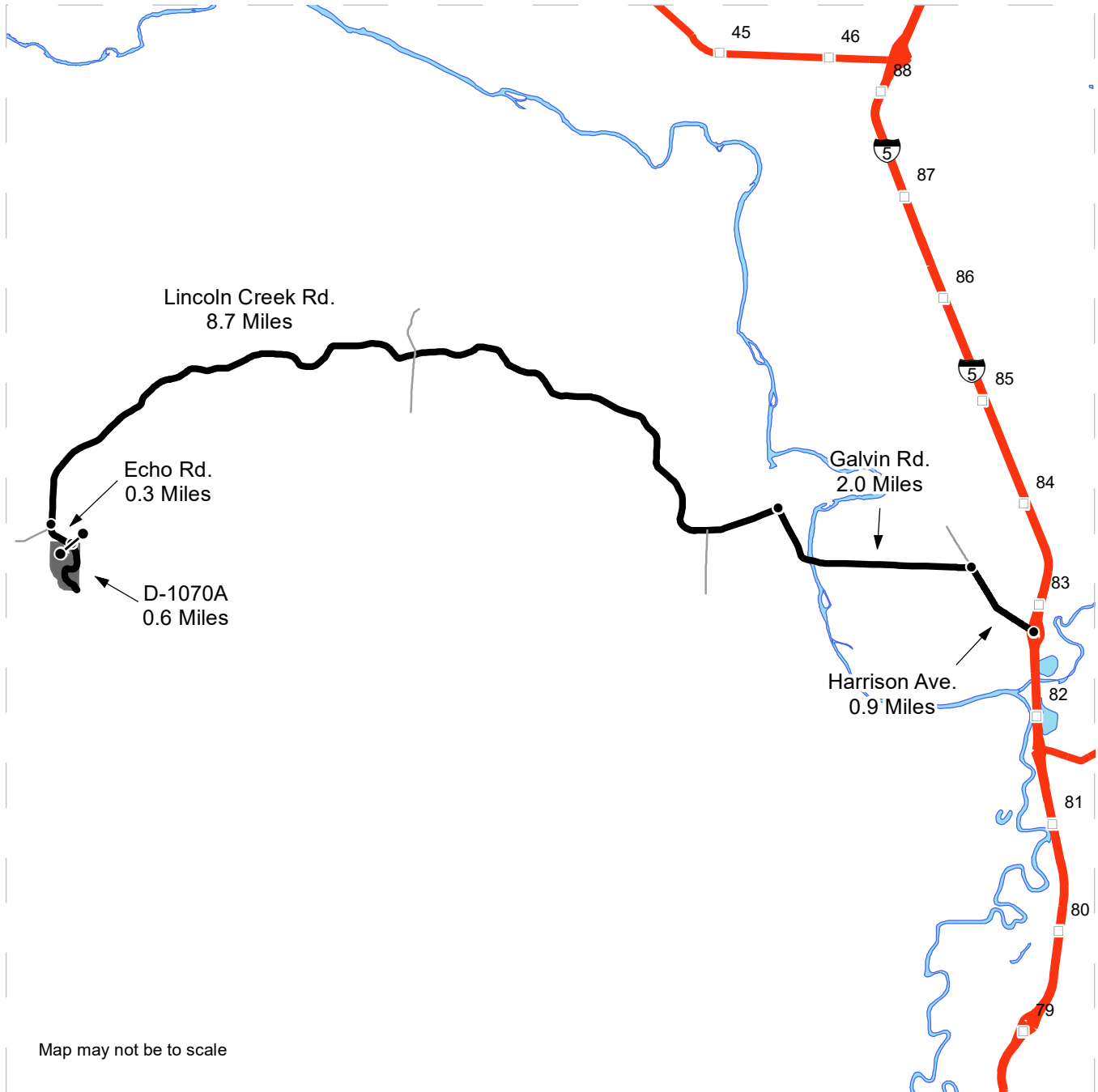
	Sale Area		Existing Roads		Survey Monument
	Leave Tree Area		Required Pre-Haul Maintenance		Gate (PCP1-1)
	Riparian Mgt Zone		Optional Construction		Leave Tree Area <1/4-acre
	Hazard Abatement Area		Old Grades/Trails		Stream Type
	Streams		Streams		Stream Type Break
	Sale Boundary Tags		Leave Tree Tags		
	Flag Line				



# DRIVING MAP

**SALE NAME:** Large Marge  
**AGREEMENT#:** 30-103485  
**TOWNSHIP(S):** T14R4W  
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**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 200-520



Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Highway
- Milepost Markers
- Distance Indicator
- Gate (PCP1-1)

**DRIVING DIRECTIONS:**

From exit 82 on I-5 head west on Harrison Avenue for 0.9 miles.  
 Turn Left onto Galvin Road and travel for 2.0 miles.  
 Turn Left onto Lincoln Creek Road and travel for 8.7 miles.  
 Turn Left onto Echo Road and travel for 0.3 miles to arrive at Unit 1.  
 Turn right onto the D-1070A and travel for 0.6 miles to reach the end of the Unit.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-0103485**

**SALE NAME: LARGE MARGE**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL  
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY  
CAPACITY, STATE, AND 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: Region Manager'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.

Purchaser: The company or individual that has entered into 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 Department of Natural Resources, landowner and seller of Forest Products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

Subcontractor: Individual or company employed by the 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-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on September 28, 2023 and the sale was confirmed on \_\_\_\_\_. 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: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber existing 5 years prior to the day of sale, and snags bounded by the following:

Unit 1, white "Timber Sale  
Boundary" tags and pink "Timber Harvest Boundary" flagging, reprod and Echo Road

All forest products above located on approximately 52 acres on part(s) of Section 3 in Township 14 North, Range 4 West W.M. in Lewis County(s) as designated on the sale area and as shown on the attached timber sale map.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

Forest products purchased under a contract that is designated as export restricted shall not be exported until processed. Forest products purchased under a contract that is designated as exportable may be exported prior to processing.

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 Department of Natural Resources.

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2024.

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-051 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 total contract price.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the total contract price.

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 total contract price.

All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.

- e. Payment of \$1,226.00 per acre per annum for the acres 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-053 Surveys - Sensitive, Threatened, Endangered Species

Whenever the State determines that a survey for sensitive, threatened, or endangered species is prudent, or when Purchaser determines a survey is prudent and the State agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the State. The survey information shall be supplied to the State.

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-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

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 / 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-091 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, the added forest products become a part of this contract. The State shall determine the volume added and shall calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 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 the Scribner log scale volume, as defined by the Northwest Log Rules Advisory Group, shall be determined by the Contract Administrator. Added forest products shall be paid for at the following contract payment rates per Mbf Scribner log scale.

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

Title to the forest products under this contract passes to the Purchaser after they are removed from the sale area, if adequate advance payment or payment security has been provided to the State under this contract. Purchaser bears all risk of loss of, or damage to, and has an insurable interest in, the forest products described in this contract from the time the sale is confirmed under RCW 79.15.120. Breach of this contract shall have no effect on this provision.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

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

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in clause G-121 or 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-121 Exceptions

Exceptions to Purchaser's responsibility in clause G-120 shall be limited exclusively to the following. These exceptions shall not apply where road damage occurs due to Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State will bear the cost to repair damages caused by a third party. In all other cases, the Purchaser shall bear responsibility for the costs as described below.

Road is defined as the road bed, including but not limited to its component parts, such as cut and fill slopes, subgrade, ditches, culverts, bridges, and cattle guards.

For the purposes of this clause, damage will be identified by the State and is defined as:

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources.

For each event, Purchaser shall be solely responsible for the initial \$5,000 in repairs. For repairs in excess of \$5,000, the parties shall share equally the portion of costs between \$5,000 and \$15,000. The State shall be solely responsible for the portion of the cost of repairs that exceed \$15,000.

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or

negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

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 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. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources region 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 State of Washington, Department of Natural Resources 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 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.

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. 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.

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 State of Washington, Department of Natural Resources, 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 coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products

completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. 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, 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 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 Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. 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 address of record:

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 or G-031 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 Operations

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 the Region Manager for resolution prior to seeking other relief.

- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 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, WAC 240-15 and WAC 296-54. 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; D-1070A, D-1070A1 and D-1070A2.

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

G-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 D-1070A, unless authority is granted in writing by the Contract Administrator.

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.

G-450 Encumbrances

This contract and Purchaser's activities are subject to the following:

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

Purchaser paid DATA MISSING 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 Clause P-020, 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-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$29,120.00. The total contract price consists of a \$0.00 contract bid price plus \$29,120.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

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-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 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 \$0.00. 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 H: Harvesting Operations

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 occur as a result of Purchaser's operation, as determined by the Contract Administrator:

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

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other

mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

Purchaser shall provide a State of Washington registered log brand, acceptable to the State, unless the State agrees to furnish the brand. 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-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovel and 6 wheeled skidder similar to EcoTracks. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-127 Tailholds on Private Land

If Purchaser chooses to tailhold on private property, Purchaser shall obtain permit(s) and assumes responsibility for all costs and damages associated with the permit(s). Purchaser must provide the State with a copy of the executed permit(s) or a letter from the landowner indicating that a satisfactory tailhold permit(s) has been consummated between Purchaser and the landowner.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Active haul routes will be posted with CB channels.
2. Shovels must be large enough to pick up one end of the largest log 35 feet from machine.

3. Ground based yarding equipment will not be permitted on sustained slopes over 45%.

4. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 65%.

5. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.

6. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.

7. Six-Wheeled skidder with tracks similar to ECO-TRACKStm, will not be permitted on sustained slopes over 40%.

8. Cable assist operations will not be permitted on slopes over 75%.

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:

Location of extreme hazard abatement within 100 feet of Echo Road.

Within shovel logging areas, the shovel operator shall break up concentrations of logging debris greater than 10 feet by 10 feet to allow exposure of natural soils to ensure proper reforestation.

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

#### 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.

### Section C: Construction and Maintenance

#### C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 4/25/2023 are hereby made a part of this contract.



**C-050 Purchaser Road Maintenance and Repair**

Purchaser shall perform work at their own expense on D-1070A, D-1070A1 and D-1070A2. All work shall be completed to the specifications detailed in the Road Plan.

**Section S: Site Preparation and Protection**

**S-001 Emergency Response Plan**

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

**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.

Echo Road

**S-030 Landing Debris Clean Up**

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

## S-035 Logging Debris Clean Up

Slash and debris created from harvest activities shall be treated in a manner approved in writing by the Contract Administrator.

## S-050 Cessation of Operations for Low Humidity

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

## S-060 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-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 or other releases of hazardous material/waste during operations conducted under this contract.

## b. Hazardous Materials Spill Prevention

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

## c. Hazardous 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 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 (ECY). 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 covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

The following clauses provide for payments by Purchaser to the State for breaches of the terms of this contract other than failure to perform. 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.

Clause P-020 governs Purchaser's liability in the event Purchaser fails to perform any of the contract requirements other than the below liquidated damage clauses without written approval by the State. Purchaser's failure to pay for all or part of the forest products sold in this contract prior to expiration of the contract term results in substantial injury to the State. Therefore, Purchaser agrees to pay the State the full lump sum contract price in P-020 in the event of failure to perform.

D-041 Reserve Tree Excessive Damage

When Purchaser’s operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in the unit.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Eric Wisch

\_\_\_\_\_  
Print Name

Pacific Cascade Region Manager

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

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

Address: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_

My appointment expires \_\_\_\_\_

## PRE-CRUISE NARRATIVE

Sale Name: <b>Large Marge</b>	Region: <b>Pacific Cascade</b>
Agreement #: <b>30-0103485</b>	District: <b>Lewis</b>
Contact Forester: Spencer Johnson Phone / Location: 360-827-0071/ Chehalis	County(s): Choose a county, Lewis
Alternate Contact: Jacob Vaughn Phone / Location: <b>360-880-5801</b>	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: Lump Sum	
Harvest System: Ground based <a href="#">Click here to enter text.</a>	100
Harvest System: Select harvest system <a href="#">Click here to enter text.</a>	<a href="#">Click here to enter percent sale acres.</a>
Enter % of sale acres	
Harvest System: Select harvest system <a href="#">Click here to enter text.</a>	<a href="#">Click here to enter percent sale acres.</a>

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1 VRH	T14N R04W SEC3	3	68	9	3	4	0	52	GPS (Trimble)
<b>TOTAL ACRES</b>			68	9	3	4	0	52	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	VRH. Boundaries are marked with pink flagging and white "Timber Sale Boundary" tags with pink flagging. Echo Road is a boundary.		Leave Trees left in clumps marked with yellow "Leave Tree Area" tags, and pink flagging. Individual trees marked with blue paint at DBH and Blue butt spots.

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, RA, 1120 MBF	PCP1-1 required at Echo Rd./D-1070A intersection.	Driving Map
TOTAL MBF	1120		

**REMARKS:**

The north half of unit 1 is primarily a Red Alder Plantation of apx 48 yrs age, while the south side is DF of apx 38 yrs.

<b>Prepared By:</b> Spencer Johnson <b>Date:</b> 4/6/2022	<b>Title:</b> Layout Forester (NRS2)	<b>CC:</b>
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## Timber Sale Cruise Report Large Marge

**Sale Name:** LARGE MARGE

**Sale Type:** LUMP SUM

**Region:** PACIFIC CASC

**District:** LEWIS

**Lead Cruiser:** AMHerrman

**Other Cruisers:** DBuchanan, BEWarnstadt

**Cruise Narrative:**

**Location:** The Large Marge sale is located approximately 10 miles West of Centralia. The sale can be accessed through road D-1070. The sale is bordered by Echo Road via the Lincoln Creek Road.

**Cruise Design:** A prism of 33.61 was used and sighted at 4.5 ft. Data recorded on TRISS. Conifer logs scaled to 40' lengths and hardwood logs are scaled preferring 30' lengths.

**Timber Quality:** Large Marge is an uneven aged stand of mixed DF and RA. Also present is a trace amount of BC, RC, BLM and GF. DF averages 15" DBH and consists of primarily domestic 3saw. Trees look good, most common defect being spike knots. There is a few small transmission poles scattered throughout. RA averages 13" DBH and consists of domestic saw logs.

**Logging and Stand Conditions:** Large Marge is predicted to be 100% shovel logged. There is very little root rot and some evidence of old storm damage. No insect damage or conks on live trees observed. Old storm damage more evident in RA with broken tops present.

**General Remarks:**

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	12.8	7.0		736	115	451	162	8
RA	12.7			306	50	50	202	3
GF	18.2			52	33	13	6	0
RC	34.0			18		18		
MA	15.6			5		3	2	0
BC	19.1			2			2	
ALL	13.2	7.0		1,120	198	535	375	12



**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	6,024	843	3,819	1,319	43
RA	2,551	369	368	1,790	24
GF	449	262	108	77	2
RC	158		158		
MA	52		32	17	3
BC	48			48	
ALL	9,282	1,475	4,484	3,251	72

**Timber Sale Overall Cruise Statistics (Cut + Leave Trees)**

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
198.2	6.2	108.7	2.1	21,533	6.6

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
LARGE MARGE U1	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	52.0	56.0	58	37	0
All		52.0	56.0	58	37	0

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	4 SAW	Domestic	10.0	21	81	47	43.3	47.9	2.4
BC	LIVE	CULL	Cull	5.7	2	2	0	100.0	0.0	0.0
DF	LIVE	2 SAW	Domestic	14.9	40	2,227	2,097	5.8	802.9	109.0
DF	LIVE	2 SAW	HQ-B	18.7	40	116	113	2.6	40.5	5.9
DF	LIVE	3 SAW	Domestic	7.9	40	8,284	8,012	3.3	3,545.3	416.6
DF	LIVE	3 SAW	HQ-B	8.5	40	652	652	0.0	273.2	33.9
DF	LIVE	4 SAW	Domestic	5.2	28	3,182	3,122	1.9	1,319.1	162.4
DF	LIVE	CULL	Cull	5.5	7	262	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	5.0	14	154	154	0.0	42.9	8.0
GF	LIVE	2 SAW	Domestic	13.8	40	660	635	3.8	262.0	33.0
GF	LIVE	3 SAW	Domestic	9.2	37	256	249	2.7	108.0	12.9
GF	LIVE	4 SAW	Domestic	5.7	28	123	118	3.8	77.2	6.1

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
GF	LIVE	UTILITY	Pulp	8.2	14	4	4	0.0	2.2	0.2
MA	LIVE	3 SAW	Domestic	10.6	26	68	60	11.8	32.0	3.1
MA	LIVE	4 SAW	Domestic	8.1	30	35	34	3.6	17.3	1.8
MA	LIVE	CULL	Cull	6.0	10	3	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	5.0	12	8	8	0.0	2.6	0.4
RA	LIVE	2 SAW	Domestic	12.8	30	1,015	969	4.6	369.1	50.4
RA	LIVE	3 SAW	Domestic	11.0	30	995	969	2.7	367.9	50.4
RA	LIVE	4 SAW	Domestic	6.4	29	4,024	3,885	3.5	1,789.7	202.0
RA	LIVE	CULL	Cull	5.7	7	63	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.2	17	67	61	8.2	23.9	3.2
RC	LIVE	3 SAW	Domestic	15.8	34	429	344	19.9	157.8	17.9

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5 - 7	LIVE	Cull	5.7	2	0	100.0	0.0	0.0
BC	8 - 11	LIVE	Domestic	9.4	19	26	48.3	30.4	1.3
BC	12 - 15	LIVE	Domestic	12.0	28	21	35.8	17.5	1.1
DF	5 - 7	LIVE	Pulp	5.0	14	154	0.0	42.9	8.0
DF	5 - 7	LIVE	Cull	5.2	7	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.7	32	6,313	2.5	2,679.7	328.3
DF	8 - 11	LIVE	HQ-B	8.5	40	652	0.0	273.2	33.9
DF	8 - 11	LIVE	Cull	8.9	8	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.2	40	4,822	3.4	2,184.7	250.7
DF	12 - 15	LIVE	Domestic	12.9	40	821	5.8	359.6	42.7
DF	16 - 19	LIVE	Domestic	17.9	40	1,153	4.8	403.2	59.9
DF	16 - 19	LIVE	HQ-B	18.7	40	113	2.6	40.5	5.9
DF	20+	LIVE	Domestic	21.0	40	123	15.0	40.1	6.4
DF	20+	LIVE	Cull	22.7	9	0	100.0	0.0	0.0
GF	5 - 7	LIVE	Domestic	5.7	29	133	3.4	85.8	6.9
GF	8 - 11	LIVE	Pulp	8.2	14	4	0.0	2.2	0.2
GF	8 - 11	LIVE	Domestic	9.9	38	234	2.9	99.3	12.2
GF	12 - 15	LIVE	Domestic	13.2	40	466	5.1	204.7	24.2
GF	16 - 19	LIVE	Domestic	17.6	40	169	0.0	57.3	8.8
MA	5 - 7	LIVE	Pulp	5.0	12	8	0.0	2.6	0.4
MA	5 - 7	LIVE	Cull	6.0	10	0	100.0	0.0	0.0
MA	8 - 11	LIVE	Domestic	9.4	28	94	9.0	49.4	4.9
RA	5 - 7	LIVE	Cull	5.2	7	0	100.0	0.0	0.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	5 - 7	LIVE	Pulp	5.2	17	61	8.2	23.9	3.2
RA	5 - 7	LIVE	Domestic	5.6	29	2,295	4.1	1,055.0	119.3
RA	8 - 11	LIVE	Domestic	9.3	30	2,559	2.6	1,102.6	133.0
RA	12 - 15	LIVE	Domestic	12.8	30	969	4.6	369.1	50.4
RA	12 - 15	LIVE	Cull	13.0	10	0	100.0	0.0	0.0
RC	8 - 11	LIVE	Domestic	9.8	38	25	25.0	19.7	1.3
RC	12 - 15	LIVE	Domestic	13.5	25	45	10.6	24.5	2.4
RC	20+	LIVE	Domestic	21.9	39	274	20.8	113.6	14.2

## Cruise Unit Report LARGE MARGE U1

### Unit Sale Notice Volume (MBF): LARGE MARGE U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	12.8	7.0		736	115	451	162	8
RA	12.7			306	50	50	202	3
GF	18.2			52	33	13	6	0
RC	34.0			18		18		
MA	15.6			5		3	2	0
BC	19.1			2			2	
ALL	13.2	7.0		1,120	198	535	375	12

### Unit Cruise Design: LARGE MARGE U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	52.0	56.0	58	37	0

### Unit Cruise Summary: LARGE MARGE U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	125	213	3.7	1
RA	69	101	1.7	0
GF	13	14	0.2	0
RC	4	7	0.1	0
MA	3	3	0.1	0
BC	4	4	0.1	0
ALL	218	342	5.9	1

### Unit Cruise Statistics (Cut + Leave Trees): LARGE MARGE U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	123.4	96.4	12.7	114.6	25.0	2.2	14,151	99.6	12.9
RA	58.5	147.3	19.3	100.5	26.8	3.2	5,884	149.7	19.6
GF	8.1	434.2	57.0	124.0	50.4	14.0	1,006	437.1	58.7
RC	4.1	467.6	61.4	84.8	52.7	26.4	344	470.6	66.8
MA	1.7	431.9	56.7	58.7	24.5	14.1	102	432.6	58.4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
BC	2.3	761.6	100.0	20.3	64.2	32.1	47	764.3	105.0
ALL	198.2	47.4	6.2	108.7	31.7	2.1	21,533	57.0	6.6

**Unit Summary: LARGE MARGE U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	4	ALL	19.1	24	43	83	47	43.3	1.2	2.3	0.5	2.4
DF	LIVE	CUT	123	ALL	12.8	63	84	14,598	13,885	4.9	135.5	121.1	33.9	722.0
DF	LIVE	POLE	2	ALL	13.5	74	93	279	266	4.9	2.3	2.3	0.6	13.8
GF	LIVE	CUT	13	ALL	18.2	67	86	1,042	1,006	3.5	4.5	8.1	1.9	52.3
MA	LIVE	CUT	3	ALL	15.6	37	53	115	102	10.9	1.3	1.7	0.4	5.3
RA	LIVE	CUT	69	ALL	12.7	54	72	6,165	5,884	4.6	66.5	58.5	16.4	306.0
RC	LIVE	CUT	4	ALL	34.0	58	74	429	344	19.9	0.6	4.1	0.7	17.9
ALL	LIVE	POLE	2	ALL	13.5	74	93	279	266	4.9	2.3	2.3	0.6	13.8
ALL	LIVE	CUT	216	ALL	13.1	60	80	22,432	21,267	5.2	209.6	195.9	53.8	1,105.9
ALL	ALL	ALL	218	ALL	13.1	60	80	22,711	21,533	5.2	211.9	198.2	54.5	1,119.7



Forest Practices Application/Notification  
Notice of Decision

FPA/N No: 2941403

Effective Date: 5/25/2023

Expiration Date: 5/25/2026

Shut Down Zone: 655 ; .

EARR Tax Credit:  Eligible  Non-eligible

Reference: Large Marge Timber Sale

30-103485

Decision

- Notification Accepted Operations shall not begin before the effective date.
- Approved This Forest Practices Application is subject to the conditions listed below.
- Disapproved This Forest Practices Application is disapproved for the reasons listed below.
- Withdrawn Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- Closed All forest practices obligations are met.

FPA/N Classification

- Class II  Class III  Class IVG  Class IVS

Number of Years Granted on Multi-Year Request

- 4 years  5 years

Conditions on Approval/Reasons for Disapproval

No additional conditions.

Issued By: Eric Weinke

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 6/25/2023

Copies to:  Landowner, Timber Owner and Operator

Issued in person:  LO  TO  OP

By:

*[Handwritten Signature]*

Date:

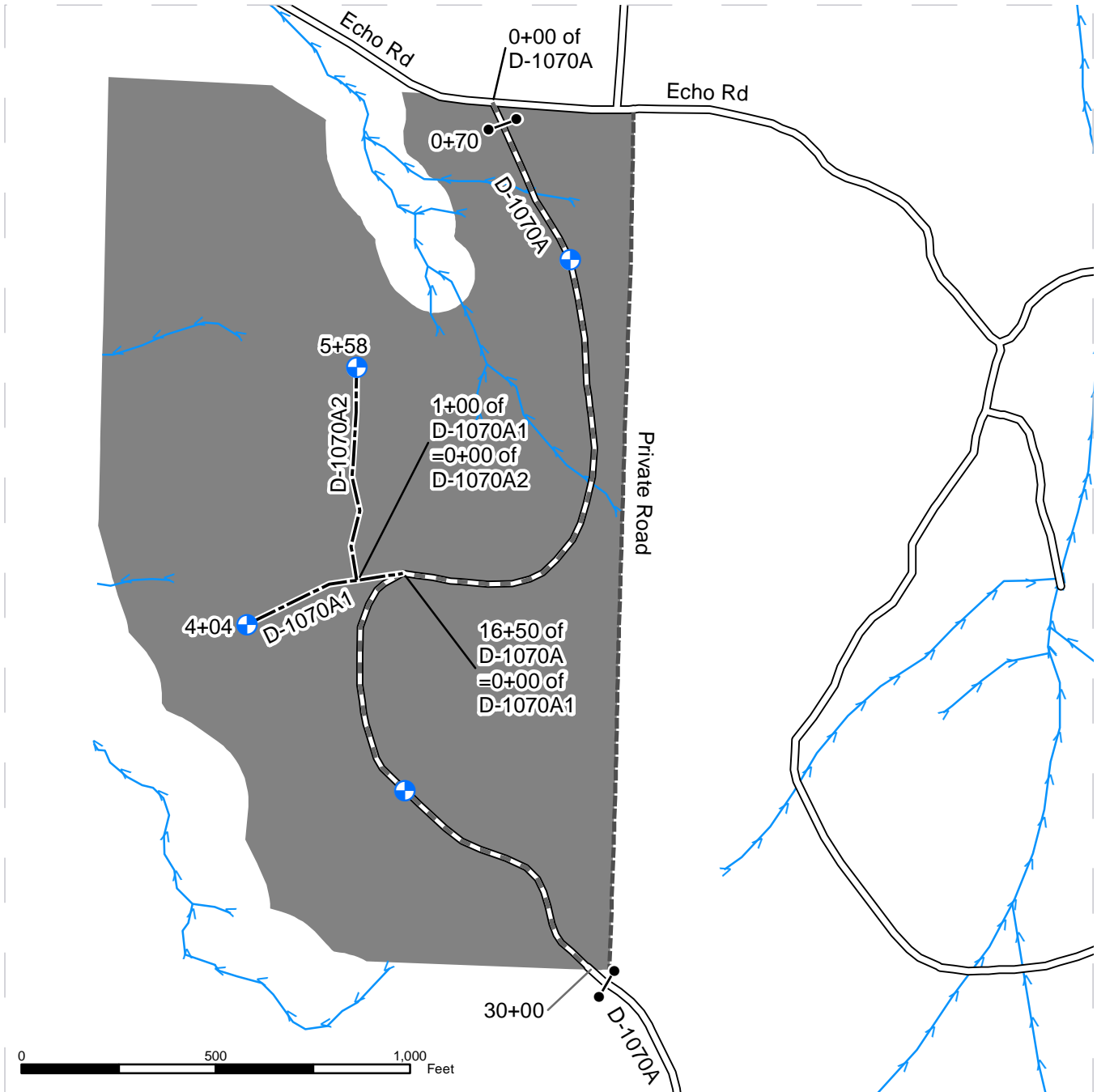
5/25/2023



# ROAD PLAN MAP

**SALE NAME:** Large Marge  
**AGREEMENT#:** 30-103485  
**TOWNSHIP(S):** T14R4W  
**TRUST(S):** Common School and Indemnity(3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 200-520



----- Old Grades	● Gate (PCP 1-1)	█ Harvest Unit
— Existing Roads	⊕ Landing - Proposed	→ Streams
▨ Required Pre-Haul Maintenance		
▧ Optional Construction		



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
LARGE MARGE TIMBER SALE ROAD PLAN  
LEWIS COUNTY  
LEWIS DISTRICT  
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-103485

STAFF ENGINEER: RICH WALLMOW

DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

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

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-1070A	0+00 to 30+00	Pre-haul Maintenance

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-1070A1	0+00 to 4+04	Construction
D-1070A2	0+00 to 5+58	Construction

**0-4 CONSTRUCTION**

Construction includes, but is not limited to: clearing; grubbing; right-of-way debris disposal; excavation and/or embankment to subgrade; subgrade compaction; landing construction; acquisition and installation of drainage structures; acquisition and application of rock.

**0-6 PRE-HAUL MAINTENANCE**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-1070A	0+00 to 30+00	Brush road. Construct and rock turnouts and turnarounds in accordance with Rock List.

**0-7 POST-HAUL MAINTENANCE**

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

SECTION 1 – GENERAL

**1-1 ROAD PLAN CHANGES**

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

**1-2 UNFORESEEN CONDITIONS**

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

**1-3 ROAD DIMENSIONS**

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

**1-4 ROAD TOLERANCES**

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

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

## **1-6 ORDER OF PRECEDENCE**

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

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

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

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

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

## **1-9 DAMAGED METALLIC COATING**

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

## **1-15 ROAD MARKING**

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

- Centerline construction stakes, orange paint and orange flagging and RP's for new construction.
- Orange painted trees for pre-haul maintenance.

## **1-18 REFERENCE POINT DAMAGE**

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

## **1-21 HAUL APPROVAL**

Purchaser shall not use roads under this road plan for timber hauling, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

## **1-22 WORK NOTIFICATIONS**

Purchaser shall notify the Contract Administrator a minimum of 5 business days before work begins.

**1-23 ROAD WORK PHASE APPROVAL**

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

- Subgrade construction, drainage installation and compaction
- Rock application and compaction

**1-25 ACTIVITY TIMING RESTRICTION**

The specified activities are not allowed during the listed closure period unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
All Roads	Construction	October 1 to April 30

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

**1-29 SEDIMENT RESTRICTION**

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

**1-30 CLOSURE TO PREVENT DAMAGE**

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

- Wheel track rutting exceeds 6 inches on pit run, jaw run, or native surface roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Surface or base stability problems persist.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

**1-33 SNOW PLOWING RESTRICTION**

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

**1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

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

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

**SECTION 2 – MAINTENANCE**

**2-1 GENERAL ROAD MAINTENANCE**

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

**2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

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

**2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

Purchaser may be required to perform maintenance on roads listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Purchaser shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

**2-4 PASSAGE OF LIGHT VEHICLES**

Purchaser shall maintain roads in a condition that will allow the passage of light administrative vehicles.

## SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

### 3-1 BRUSHING

On the following roads, Purchaser shall cut vegetative material up to 4 inches in diameter, including limbs, as shown on the ROADSIDE BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
D-1070A	0+00 to 30+00

### 3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 4 feet high between the marked right-of-way boundaries and within waste and debris areas, or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

### 3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees, unless approved by the Contract Administrator.

### 3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

### 3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps adjacent to the road shoulder and in compliance with all other clauses in this road plan.

### 3-20 ORGANIC DEBRIS DEFINITION

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

### **3-21 DISPOSAL COMPLETION**

Purchaser shall remove organic debris from the road surface, ditch lines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before subgrade compaction, the application of rock, and timber haul.

### **3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Within 15 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

### **3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

### **3-25 SCATTERING ORGANIC DEBRIS**

Purchaser shall scatter organic debris outside of the grubbing limits and in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

## **SECTION 4 – EXCAVATION**

### **4-2 PIONEERING**

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.

### **4-3 ROAD GRADE AND ALIGNMENT STANDARDS**

Purchaser shall follow these standards for road grade and alignment, except as designed:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 15 percent favorable and 13 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

#### 4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10% of the curve radius.
- Maximum favorable grades for switchbacks is 10%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

#### 4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 70%)	1:1	100
Common Earth (on slopes over 70%)	¾:1	133
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

#### 4-6 EMBANKMENT SLOPE RATIO

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

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

#### 4-7 SHAPING CUT AND FILL SLOPE

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

#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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



#### **4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

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

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

#### **4-21 TURNOUTS**

Purchaser shall construct turnouts as designated on the ROCK LIST. Location changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the ROCK LIST.

#### **4-22 TURNAROUNDS**

Purchaser shall construct turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

#### **4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

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

#### **4-28 DITCH DRAINAGE**

Ditches must drain to cross-drain culverts or ditchouts.

#### **4-29 DITCHOUTS**

Purchaser shall construct ditchouts as needed and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

#### **4-35 WASTE MATERIAL DEFINITION**

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

#### **4-36 DISPOSAL OF WASTE MATERIAL**

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

- Within 15 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

**4-48 NATIVE MATERIAL**

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

**4-55 ROAD SHAPING**

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

**4-56 DRY WEATHER SHAPING**

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

**4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

**4-61 SUBGRADE COMPACTION**

Purchaser shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width, except ditch.

**4-62 DRY WEATHER COMPACTION**

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

**4-63 EXISTING SURFACE COMPACTION**

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

SECTION 6 – ROCK AND SURFACING

**6-5 ROCK FROM COMMERCIAL SOURCE**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources are subject to written approval by the Contract Administrator before their use. Rock source(s) must be a WSDOT certified source.

<u>Possible Source</u>	<u>Location</u>
Alderbrook Quarry	Chehalis, WA
Northwest Rock, Inc.	Oakville, WA

**6-22 FRACTURE REQUIREMENT FOR ROCK**

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

**6-23 ROCK GRADATION TYPES**

Purchaser shall manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

**6-28 1 ¼-INCH MINUS CRUSHED ROCK**

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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

**6-36 4-INCH MINUS CRUSHED ROCK**

% Passing 4" square sieve	100%
% Passing 2" square sieve	55 - 75%
% Passing U.S. #4 sieve	15 - 45%

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

**6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH**

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

**6-57 ROCK MEASUREMENT BY TRUCK SCALE**

Measurement of the landing, turnout and turnaround rock is on scaled truck weight. Purchaser shall provide scaled weight using a commercial scale. Purchaser shall provide the Contract Administrator with all scale sheets.

**6-59 WEIGHT PER CUBIC YARD MEASUREMENT**

At the start of operations, a weight per cubic yard will be calculated as follows:

- a) Measure the box of a truck to be used for rock haul.
- b) Weigh the truck for tare weight at a state certified platform scale.
- c) Flatten off a load of rock in the truck and calculate its exact volume in cubic yards.
- d) Weigh the truck for gross weight at a state certified platform scale.
- e) Divide the net weight of the load by the volume calculated in step c.

Calculated conversion factors will be valid for no more than 30 days or until rock density or moisture changes significantly, as determined by the Contract Administrator.

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for subgrade construction and drainage installation before rock application.

**6-71 ROCK APPLICATION**

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

**6-73 ROCK FOR WIDENED PORTIONS**

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way, unless otherwise specified in the ROCK LIST.

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, if hauling takes place from June 1 to September 30 Purchaser may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet posthaul specifications in Section 9 POST-HAUL ROAD WORK and/or the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

<u>Road</u>	<u>Stations</u>
D-1070A1	0+00 to 4+04
D-1070A2	0+00 to 5+58

SECTION 7 – STRUCTURES

**7-70 GATE CLOSURE**

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

<u>Road</u>	<u>Station</u>
D-1070A	0+70

SECTION 8 – EROSION CONTROL

**8-1 SEDIMENT CONTROL**

Sediment control shall be accomplished using sediment traps, silt fences, settling ponds, or other methods as approved, in writing, by the Contract Administrator.

**8-15 REVEGETATION**

On the following roads, Purchaser shall spread seed on all exposed soils resulting from road work activities using manual dispersion. Other methods of covering must be approved in writing by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>
D-1070A1	0+00 to 4+04	12	Seed
D-1070A2	0+00 to 5+58	17	Seed

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

**8-16 REVEGETATION SUPPLY**

The Purchaser shall provide the seed.

**8-17 REVEGETATION TIMING**

Purchaser shall revegetate after road work is completed and between March 15 and September 30. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

**8-19 ASSURANCE FOR SEEDED AREA**

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 2-inch tall grass. Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause. Restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed at no additional cost to the state.

**8-25 GRASS SEED**

Purchaser shall evenly spread the seed mixture listed below on all exposed soil at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

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

**SECTION 9 – POST-HAUL ROAD WORK**

**9-5 POST-HAUL MAINTENANCE**

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

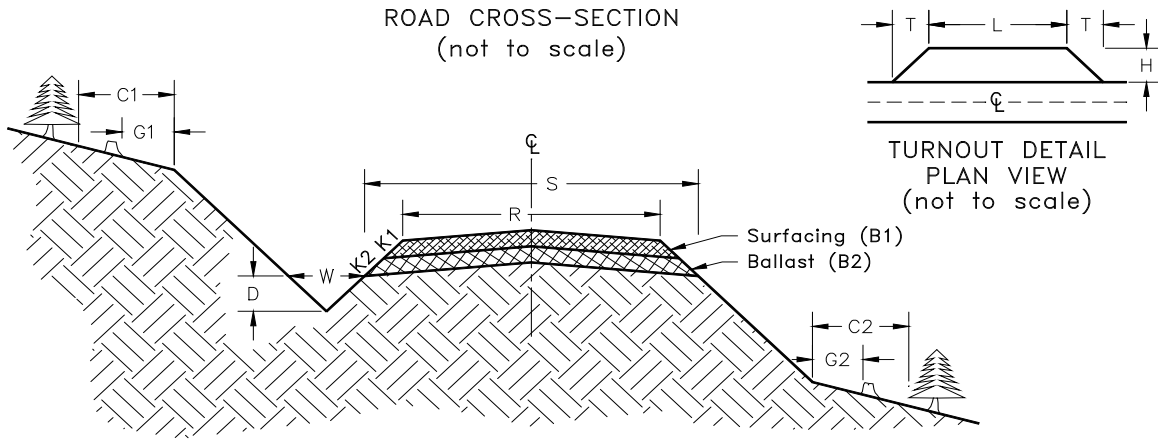
**9-10 LANDING DRAINAGE**

Purchaser shall provide for drainage of the landing surface.

**9-11 LANDING EMBANKMENT**

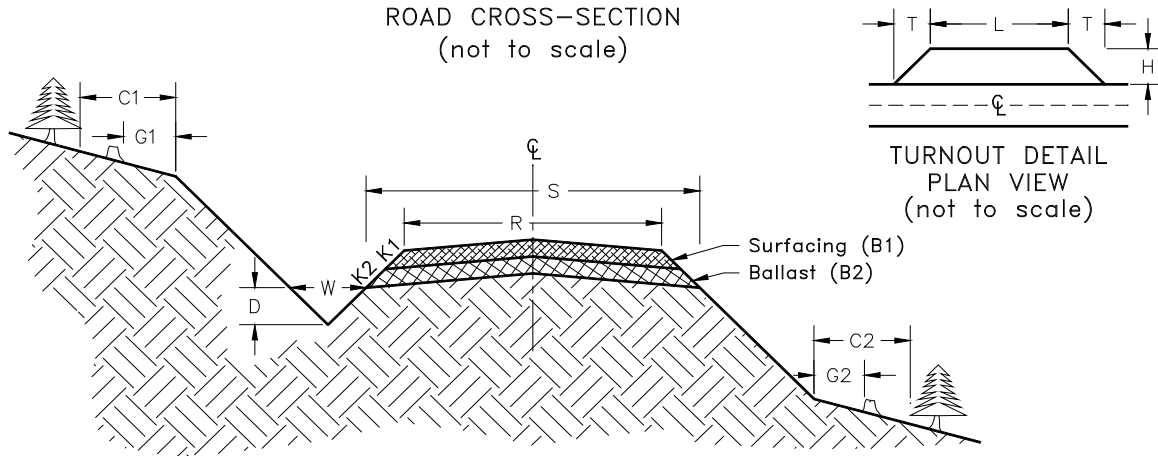
Purchaser shall slope landing embankments to the original construction specifications.

# TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width ft	Road Width ft	Ditch Width ft	Ditch Depth ft	Crown @ CL in	Grubbing Limits ft		Clearing Limits ft	
									G1	G2	C1	C2
D-1070A	0+00	30+00	A	-	12	-	-	4	-	-	-	-
D-1070A1	0+00	4+04	C	16	12	3	1	4	2	2	10	10
D-1070A2	0+00	5+58	C	16	12	3	1	4	2	2	10	10

# ROCK LIST



## 4-INCH MINUS CRUSHED

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2				Commercial	L (ft)	H (ft)	T (ft)
D-1070A	Turnaround (1) Turnouts (2)				40	1	40				
					30	2	60		40	10	25
D-1070A1	* 0+00	4+04	1 1/2:1	12	68	4.04	275				
	* Curve Widening						10				
	* Junctions				12	1	12				
	* Landings				50	1	50				
D-1070A2	* 0+00	5+58	1 1/2:1	12	68	5.58	379				
	* Turnouts				19	1	19		40	10	25
	* Curve Widening						13				
	* Junctions				12	1	12				
	* Landings				50	1	50				

\*Optional Rock in accordance with 6-75

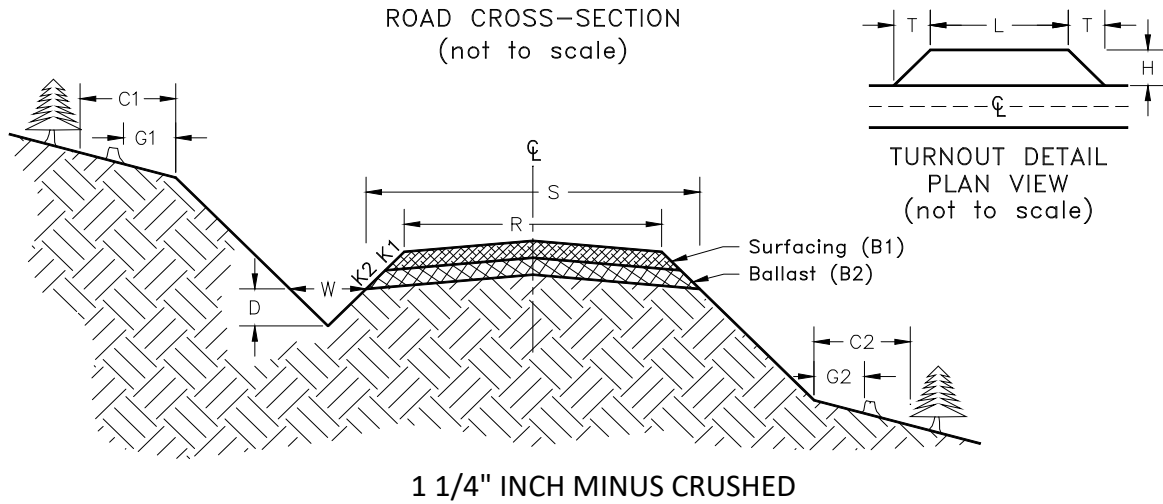
REQUIRED 4-INCH MINUS CRUSHED: 100 CY

OPTIONAL 4-INCH MINUS CRUSHED: 820 CY

TOTAL 4-INCH MINUS CRUSHED: 920 CY



# ROCK LIST



Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Commercial	Length L (ft)	Width H (ft)
D-1070A	0+00	2+00	1 1/2:1	4	20	2.00	40				
D-1070A1	* 0+00	* 4+04		3	15	4.04	61				
	* Curve Widening				3	1	3				
	* Junctions										
D-1070A2	* 0+00	* 5+58	1 1/2:1	3	15	5.58	84				
	* Curve Widening				3	1	3				
	* Junctions										

\*Optional Rock in accordance with 6-75

REQUIRED 1 1/4 INCH MINUS CRUSHED ROCK: 40 CY  
 OPTIONAL 1 1/4 INCH MINUS CRUSHED ROCK: 156 CY  
 TOTAL 1 1/4 INCH MINUS CRUSHED ROCK: 196 CY

## COMPACTION LIST

Road	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes
All Roads	Subgrade	12	Vibratory Smooth Drum	14,000	4
All Roads	Fill	18	Vibratory Smooth Drum	14,000	4
All Roads	Waste Area	24	Excavation	28,000	-
All Roads	Pre-haul Surface	6	Vibratory Smooth Drum	14,000	5
All Roads	Rock	12	Vibratory Smooth Drum	14,000	5

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

## Cuts and Fills

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

## Surface

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

## Drainage

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

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

## Preventative Maintenance

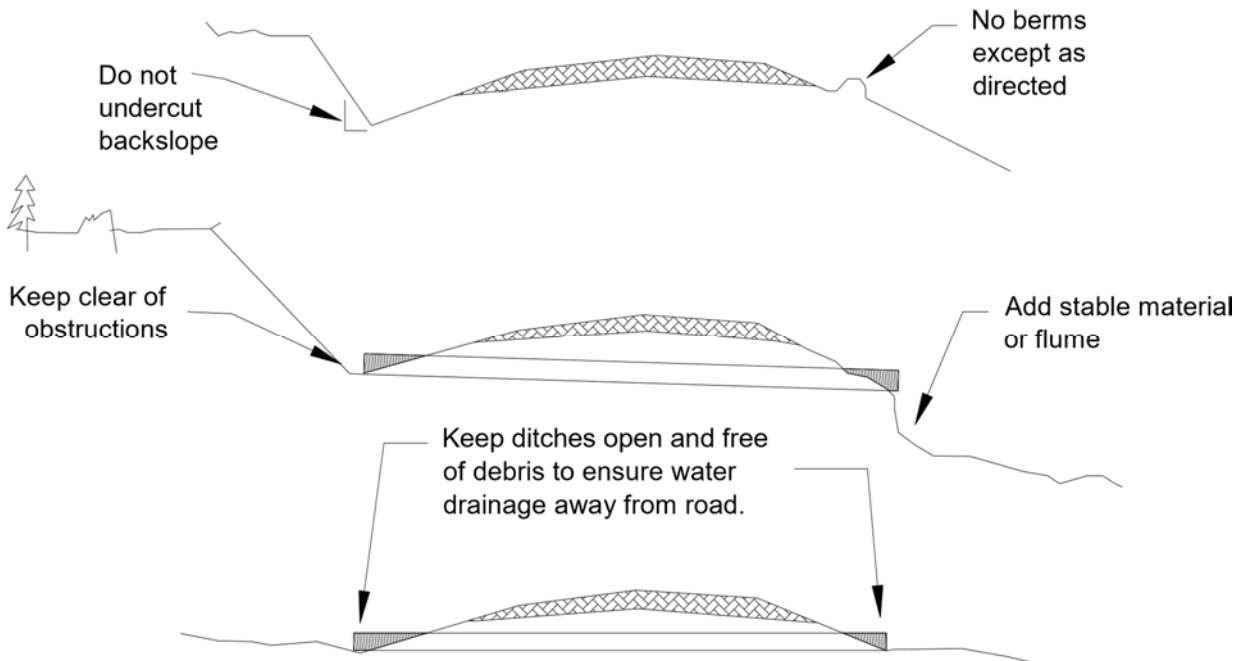
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

## Termination of Use or End of Season

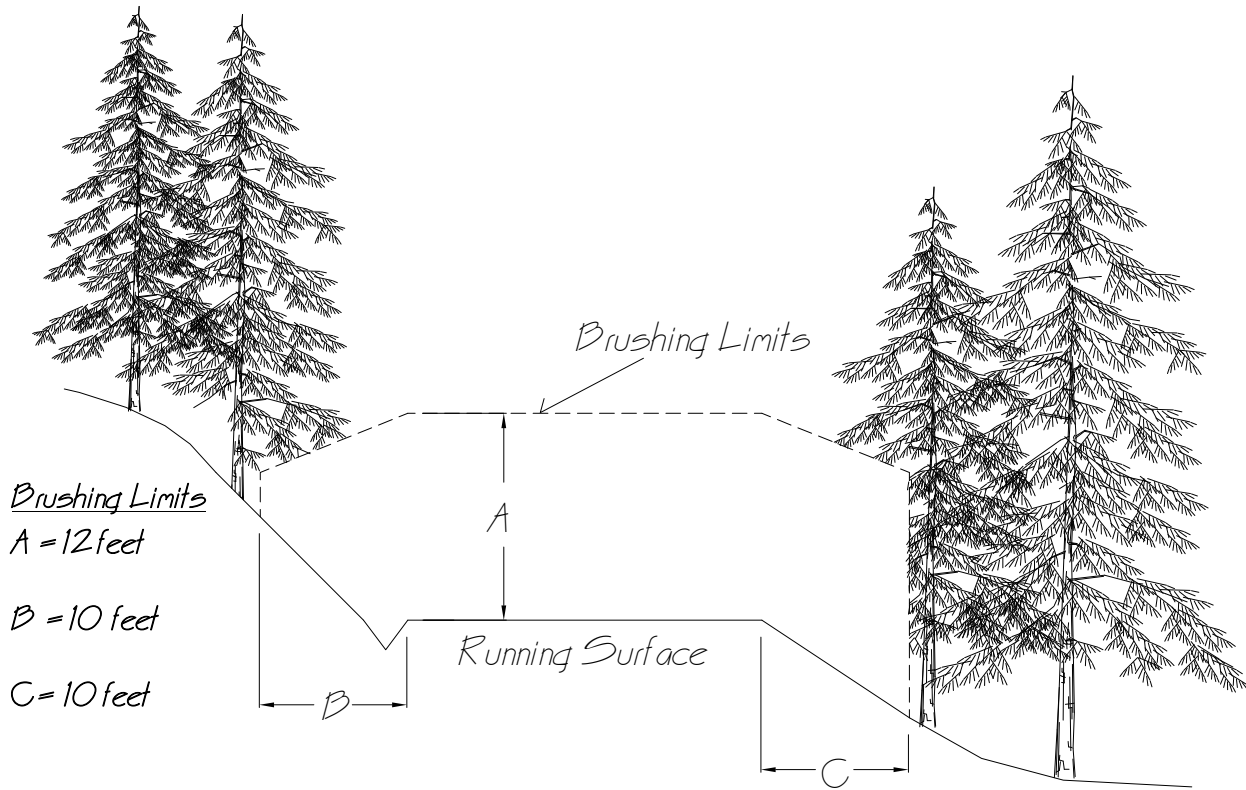
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

## Debris

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



# ROADSIDE BRUSHING DETAIL



## GENERAL NOTES

- 1) Vegetative material, including limbs, up to 4 inches in diameter shall be cut within the brushing limits shown on the drawing above. This includes vegetative material growing on the running surface.
- 2) Vegetative material shall be cut as near flush with the ground as possible, but shall not extend more than 6 inches above the ground.
- 3) Brushing Limit C may be increased on the inside of curves to improve sight distance if approved by the Contract Administrator

## SUMMARY - Road Development Costs

REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Large Marge

AGREEMENT #: 30-103485

ROAD NUMBERS: Optional: D-1070A1, D-1070A2

Required: D-1070A

ROAD STANDARD:	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:	9.62	0.00	30.00
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:	\$6,274.98	\$0.00	\$1,266.90
ROAD ROCK:			
Optional:	\$35,528.80	\$0.00	\$0.00
Required:	\$0.00	\$0.00	\$5,126.20
Total:	\$35,528.80	\$0.00	\$5,126.20
STOCKPILE:	-	-	\$0.00
CULVERTS AND FLUMES:	\$0.00	\$0.00	\$0.00
STRUCTURES:	-	-	-
MOBILIZATION:	\$3,527.26	\$0.00	\$712.14
TOTAL COSTS:	\$45,331.04	\$0.00	\$7,105.24
COST PER STATION:	\$4,712	0	\$237
ROAD DEACTIVATION & ABANDONMENT COSTS:	\$0.00	\$0.00	\$0

<b>10% OVERHEAD AND GENERAL EXPENSE =</b>	<b>\$5,243.63</b>
<b>TOTAL (All Roads) =</b>	<b>\$57,679.91</b>
<b>TOTAL (Minus Optional Rock) =</b>	<b>\$22,151.11</b>
<b>SALE VOLUME MBF =</b>	<b>1,119</b>
<b>TOTAL \$/MBF =</b>	<b>\$51.55</b>
<b>TOTAL \$/MBF (Minus Optional Rock) =</b>	<b>\$19.80</b>

Profit and Risk costs are accounted on an individual basis.

## SUMMARY OF ROAD

Sale:	<u>Large Marge</u>		Road:	<u>D-1070A</u>	
Required Pre-Haul Maintenance-	30+00 0.57	stations miles	Required Reconstruction -	0+00 0.00	stations miles
Required Abandonment-	0+00 0.00	stations miles	Optional Reconstruction -	0+00 0.00	stations miles
			Required Construction -	0+00 0.00	stations miles
			Optional Construction -	0+00 0.00	stations miles

### PRE-HAUL MAINTENANCE

<b>CLEARING</b>						
Roadside Brushing	0.57	miles	@	\$1,170.00	per mile =	\$666.90
<b>MISC.</b>						
Construct Turnouts/Turanarounds -	3.00		@	\$200.00	each	\$600.00
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.						<b>\$1,266.90</b>

<b>ROCK</b>						
0+00 to	2+00	40	cy. of	Crushed	@	\$37.98
Turnaround & Turnouts	0+00	100	cy. of	Ballast	@	\$36.07
						per c.y. = \$1,519.20
						per c.y. = \$3,607.00
TOTAL ROCK						<b>\$5,126.20</b>

SUBTOTAL **\$6,393.10**

### MOBILIZATION

SUBTOTAL **\$712.14**

### OVERHEAD & GENERAL EXPENSES

10%

SUBTOTAL **\$710.52**

Optional Rock?

**TOTAL \$7,815.76**

**COST PER STATION \$260.53**

## SUMMARY OF ROAD

Sale:	<u>Large Marge</u>		Road: <u>D-1070A1</u>
Required Pre-Haul Maintenance-	0+00 0.00	stations miles	Required Reconstruction -
			0+00 0.00
			stations miles
Required Abandonment-	0+00 0.00	stations miles	Optional Reconstruction -
			0+00 0.00
			stations miles
			Required Construction -
			0+00 0.00
			stations miles
			Optional Construction -
			4+04 0.08
			stations miles

### CONSTRUCTION

#### CLEARING/GRUBBING

Scattering Organic Debris 4.04 sta @ \$280.00 per sta \$1,131.20

#### EXCAVATION

Road Construction Earthwork 4.04 sta. @ \$269.23 per sta. = \$1,087.69  
 Construct ditchouts - 1.00 @ \$60.00 each \$60.00  
 Grade and shape subgrade - 4.04 stations @ \$14.60 per station \$58.98

#### MISC.

Roll subgrade w/ vibratory roller prior to rocking - 4.04 stations @ \$12.12 per station \$48.96  
 Construct landing - 1.00 @ \$538.46 each \$538.46  
 Grass seed and fertilize - 12.00 lbs @ \$4.00 per lbs \$48.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$2,973.29**

### ROCK

0+00 to	4+04	66	cy. of	Crushed	@	\$38.15	per c.y. =	\$2,517.90	
0+00 to	4+04	347	cy. of	Ballast	@	\$36.07	per c.y. =	<u>\$12,516.29</u>	
TOTAL ROCK									<b>\$15,034.19</b>

SUBTOTAL **\$18,007.48**

### MOBILIZATION

SUBTOTAL **\$1,671.33**

### OVERHEAD & GENERAL EXPENSES

10%

SUBTOTAL **\$1,967.88**

**TOTAL \$21,646.69**

Optional Rock? YES

**COST PER STATION \$5,358.09**



## SUMMARY OF ROAD

Sale:	<u>Large Marge</u>		Road: <u>D-1070A2</u>
Required Pre-Haul Maintenance-	0+00 0.00	stations miles	Required Reconstruction -
			0+00 0.00
			stations miles
Required Abandonment-	0+00 0.00	stations miles	Optional Reconstruction -
			0+00 0.00
			stations miles
			Required Construction -
			0+00 0.00
			stations miles
			Optional Construction -
			5+58 0.11
			stations miles

### CONSTRUCTION

#### CLEARING/GRUBBING

Scattering Organic Debris	5.58	sta @	\$280.00	per sta	\$1,562.40
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#### EXCAVATION

Road Construction Earthwork	5.58	sta @	\$152.17	per sta. =	\$849.11
Grade and shape subgrade -	5.58	stations @	\$14.60	per station	\$81.47

#### MISC.

Roll subgrade w/ vibratory roller prior to rocking -	5.58	stations @	\$12.12	per station	\$67.63
Construct turnouts @ sta. -	1.00	@	\$134.62	each	\$134.62
Construct landing -	1.00	@	\$538.46	each	\$538.46
Grass seed and fertilize -	17.00	lbs @	\$4.00	per lbs	\$68.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.	<b>\$3,301.69</b>
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### ROCK

0+00 to	5+58	90	cy. of	Crushed	@	\$38.15	per c.y.=	\$3,433.50
0+00 to	5+58	473	cy. of	Ballast	@	\$36.07	per c.y.=	\$17,061.11
TOTAL ROCK								<b>\$20,494.61</b>

SUBTOTAL	<b>\$23,796.30</b>
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### MOBILIZATION

SUBTOTAL	<b>\$1,855.93</b>
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### OVERHEAD & GENERAL EXPENSES

10%	SUBTOTAL	<b>\$2,565.22</b>
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Optional Rock?	YES
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TOTAL	<b>\$28,217.45</b>
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<b>COST PER STATION</b>	<b>\$5,056.89</b>
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## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** **linear feet**  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** **linear feet**  
*Road to be reconstructed (optional and required) but not abandoned*

**Abandonment:** **linear feet**  
*Abandonment of existing roads not reconstructed under the contract*

**Decommission:** **linear feet**  
*Road to be made undriveable but not officially abandoned.*

**Pre-Haul Maintenance:** **linear feet**  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** **linear feet**  
*Roads to be constructed (optional and required) and then abandoned*

**Temporary Reconstruction:** **linear feet**  
*Roads to be reconstructed (optional and required) and then abandoned*

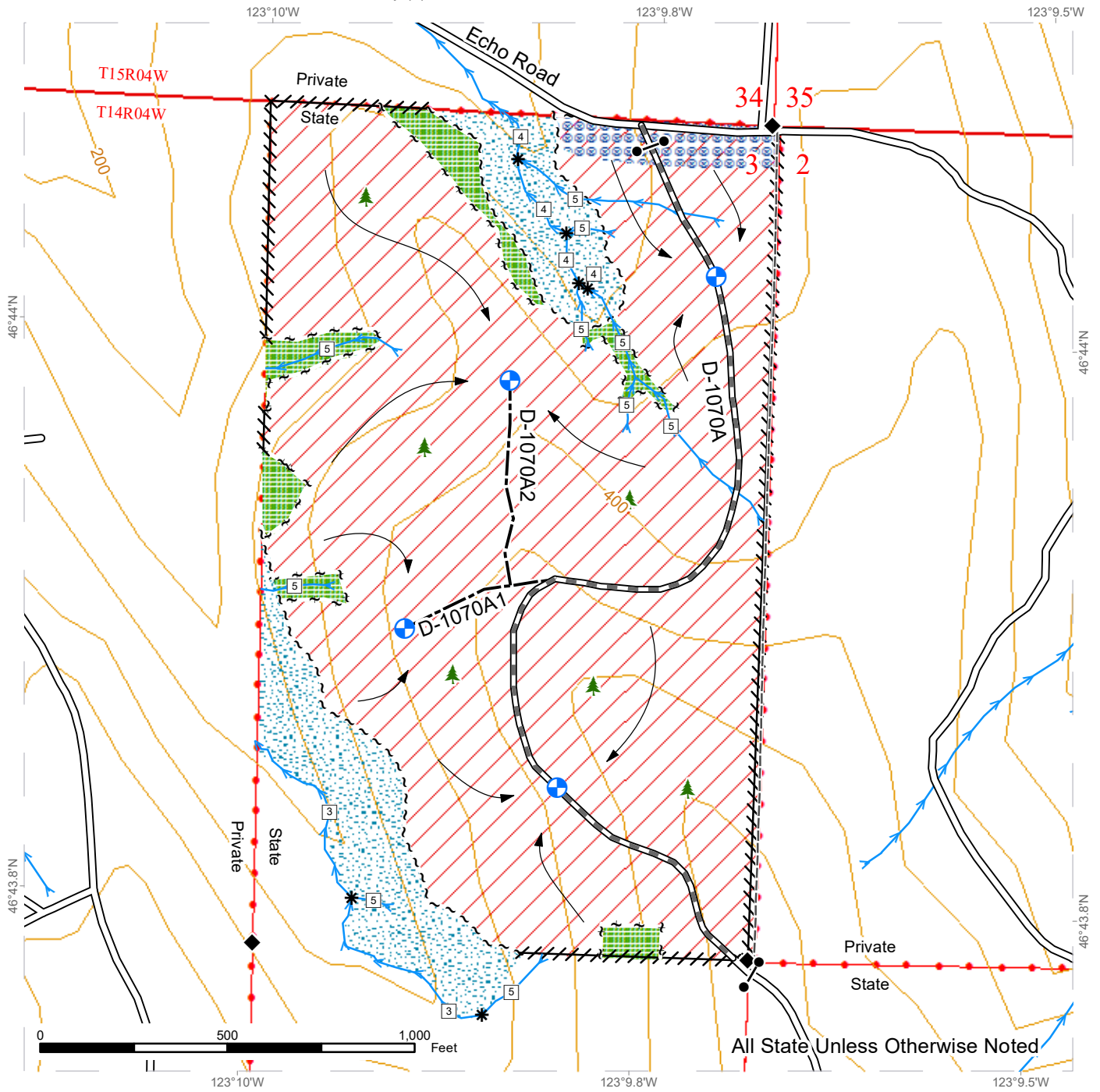
All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.

(Revised 9/18)

# LOGGING PLAN MAP

**SALE NAME:** LARGE MARGE  
**AGREEMENT#:** 30-103485  
**TOWNSHIP(S):** T14R4W  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 200-520



Sale Area	Sale Boundary Tags	Streams
Leave Tree Area	Leave Tree Tags	Stream Type
Riparian Mgt Zone	Flag Line	Stream Type Break
Hazard Abatement Area	Existing Roads	Gate (PCP 1-1)
	Required Pre-Haul Maintenance	Landing - Proposed
	Optional Construction	Leave Tree Area <1/4-acre
	Old Grades/Trails	
	Ground Harvest	

