

TIMBER NOTICE OF SALE

SALE NAME: DEW DOG

AGREEMENT NO: 30-103622

AUCTION: June 11, 2024 starting at 10:00 a.m., COUNTY: Lewis

South Puget Sound Region Office, Enumclaw, WA.

SALE LOCATION: Sale located approximately 16 miles southeast of Elbe, WA.

PRODUCTS SOLD

AND SALE AREA: All timber, except trees bounded out by yellow leave tree area tags and pink flashers or

trees marked with blue paint, snags, and down timber existing more than 5 years from day of sale, bounded by the following: white Timber Sale Boundary tags and the 233

Road in Unit #1; white Timber Sale Boundary tags in Unit #2;

All timber bounded by orange Right of Way tags with orange flashers, except that title to the timber within the right of way boundary tags is not conveyed to the Purchaser unless

the road is actually constructed in Right of Way Units #3 and #4;

All forest products above located on part(s) of Sections 9 and 10 all in Township 14

North, Range 6 East, W.M., containing 120 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert

no: BVC-SFIFM-018227) and FSC 100% raw materials under the Forest Stewardship

Council® Standard (cert no: BV-FM/COC-080501).

ESTIMATED SALE VOLUMES AND QUALITY:

	Avg I	Ring	Total			N	IBF by	Grad	e			
Species	DBH C	ount	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	17.5	8	2,973				25		1,613	1,072	253	10
Hemlock	13.1		1,881						541	955	359	27
Noble fir	16.3		53						37	11	5	
Redcedar	14.6		43							24	19	
Cottonwood	19		11						9		2	
Red alder	13		2								2	
Sale Total			4,963									

MINIMUM BID: \$1,263,000.00 BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00 SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026 ALLOCATION: Export Restricted

BID DEPOSIT: \$126,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

HARVEST METHOD: Harvest activities are estimated as 90 percent cable and 10 percent ground based. Cable

and ground based equipment, with cable-tethered equipment limited to sustained slopes of 75 percent or less, self-leveling equipment limited to sustained slopes of 65 percent or less, and all other ground based equipment limited to sustained slopes of 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per

clause H-017.

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Falling and yarding in all units will not be permitted on weekends or State recognized holidays, unless approved in writing by Contract Administrator.

ROADS:

73.91 stations of optional construction. 525.10 stations of required prehaul maintenance. 20.50 stations of abandonment, if constructed. Purchaser maintenance on the 23, 233, 233ext, 233-1, 233-1ext, and 233-3 roads. Designated maintenance on all other roads used.

Rock for this can be obtained from the State owned Donkey Pit at no cost to the Purchaser or any commercial rock source at the Purchasers expense. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. Rock source development is to be completed per Section 6 and as specified in the Rock Source Development Plan in the Road Plan.

Operation of road construction equipment and rock haul will not be permitted from November 1 to May 15 nor on weekends or State recognized holidays, unless authority to do so is granted, in writing from the Contract Administrator. If permission is granted to operate from November 1 to May 15, the Purchaser shall comply with a maintenance plan, when a maintenance plan is determined necessary by the Contract Administrator, to include further protection of State resources per Road Plan clause 1-26. The hauling of forest products will not be permitted from November 1 to May 15 unless authorized in writing by the Contract Administrator, nor on weekends or State recognized holidays, in all units. If permission is granted to operate from November 1 to May 15, preventative measures may be required to protect water, soil, roads and other forest assets.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage was determined by traversing boundaries by GPS. GPS data files are available

at DNR's website for timber sale packets. See cruise narrative for cruise method.

FEES: \$84,371.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

SPECIAL REMARKS: The sale area is typically inaccessible from mid-November to mid-May due to snow

conditions. Contact Mike Fowler for current conditions at 360-819-3406.

This sale contains high quality Douglas-fir sawlogs. See cruise.

Purchaser shall cut all vine maple within the harvest unit(s), leaving a stump no more than 12 inches in height.

Road construction on the 233ext Road will require removal of cribbing material from the road fill from stations 102+00 to 148+92.

Full bench road construction on the 233ext Road from stations 114+68 to 142+98 and on the 233-1ext from stations 28+10 to 40+93.

Note to cruisers and appraisers: Please refrain from leaving pink, orange or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads all string from string boxes used during appraising or cruising this sale.

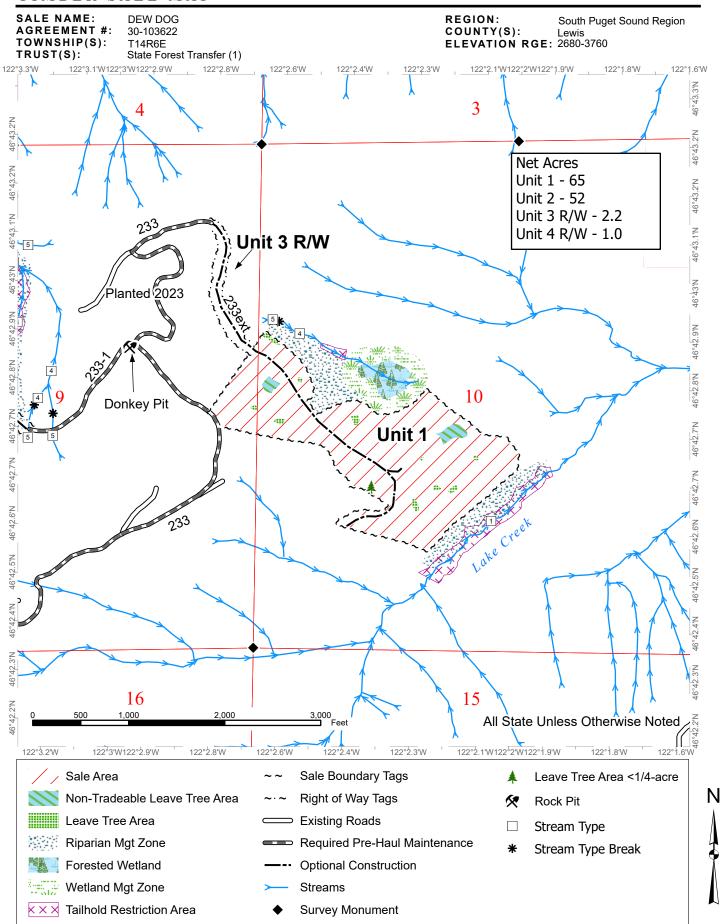
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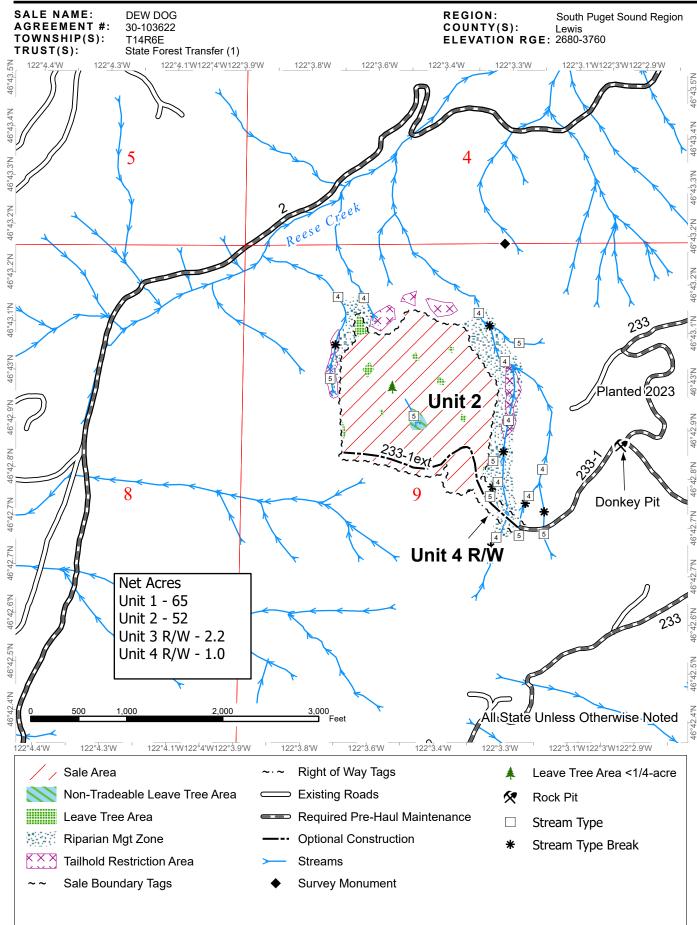


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See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region Office at 360-825-1631 or by contacting Mike Fowler at 360-819-3406.

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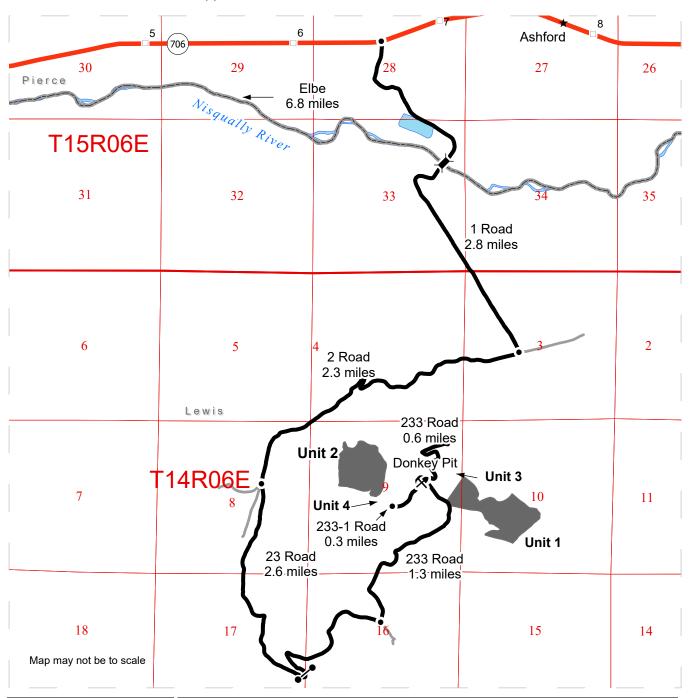


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DEW DOG SALE NAME: **REGION:** South Puget Sound Region AGREEMENT#: 30-103622

Lewis, Pierce COUNTY(S): TOWNSHIP(S): T14R6E ELEVATION RGE: 2680-3760

TRUST(S): State Forest Transfer (1)





DRIVING DIRECTIONS:

From Elbe, drive east on SR-706 for approximately 6.8 miles. Turn right on the 1 Road for 2.8 miles. Turn right onto the 2 Road and follow for 2.3 miles. Turn left onto the 23 Road and follow for approximately 1.6 miles to the 23 Road gate. Continue for 1.0 miles. Turn left onto the 233 Road and follow for 1.1 miles to reach Unit 1. Continue for 0.2 miles to reach Donkey Pit. Turn left past Donkey Pit onto the 233-1 Road for 0.3 miles to Unit 4. At the end of the 233-1 Road continue on foot for 620 feet to reach Unit 2. From Donkey Pit, continue on the 233 Road for 0.6 miles to reach Units 1 and 3.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-103622

SALE NAME: DEW DOG

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.

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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 June 11, 2024 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 trees bounded out by yellow leave tree area tags and pink flashers or trees marked with blue paint, snags, and down timber existing more than 5 years from day of sale, bounded by the following: white Timber Sale Boundary tags and the 233 Road in Unit #1; white Timber Sale Boundary tags in Unit #2;

All timber bounded by orange Right of Way tags with orange flashers, except that title to the timber within the right of way boundary tags is not conveyed to the Purchaser unless the road is actually constructed in Right of Way Units #3 and #4;

All forest products described above located on approximately 120 acres on part(s) of Sections 9, and 10 all in Township 14 North, Range 6 East 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

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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, 2026.

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.

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- 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 \$790.00 per acre per annum for the acres on which an operating release has not been issued in the havest area.
- 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.

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- 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

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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

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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,

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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-115 Forest Stewardship Council® (FSC® C012959) Certification

Forest products purchased under this contract are FSC 100% certified as being in conformance with the Forest Stewardship Council Forest Management Standard under certificate number: BV-FM/COC-080501.

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G-116 Sustainable Forestry Initiative® (SFI®) Certification

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

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 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.

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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:

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- 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

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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 Enumclaw, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive,

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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

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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.

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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

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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; on the 1, 2, 23, 233, 233-1, and 233-3 roads. 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, reestablish 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 1, 2, and 23 roads, unless authority is granted in writing by the Contract Administrator.

G-396 Public Hauling Permit

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

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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:

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Plum Creek Timber Company, L.P.

Disclosed by Application No.: 50-036162

Granted: 2/4/1974 Expires: Indefinite

Region Encumbrances

Lease, including the terms and provisions thereof,

For: Land Use License

In Favor of: The Mountaineers

Disclosed by Application No.: 60-WS1023

Granted: 2/15/2019 Expires: 12/31/2028

Special Notations

Located within the Medicine Creek Treaty area. Intergovernmental agreements for vehicle access with Squaxin Island Tribe, Puyallup Tribe, Muckleshoot Tribe, and Nisqually Indian Tribe.

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 \$129,038.00. The total contract price consists of a \$0.00 contract bid price plus \$129,038.00 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.

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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 \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

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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 144 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.

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H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for construction and harvesting in Units 1, 2, 3, and 4. The plan shall address the harvest requirements, specifically landing and tailhold locations including Tailhold Restriction Areas, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-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 cable and ground based equipment, with cable-tethered equipment limited to sustained slope of 75 percent or less, self-leveling equipment limited to sustained slopes of 65 percent or less, and all other ground based equipment limited to sustained slopes of 45 percent or less. 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-126 Tailholds on State Land

If Purchaser tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-130 Hauling Schedule

The hauling of forest products will not be permitted on all roads from November 1 to May 15 nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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- A. Existing downed trees or logs dead for more than 5 years yarded to the landing shall be returned to their original locations.
- B. Equipment limitation zones are required within 30 feet of Type 5 streams.
- C. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- D. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.
- E. Purchaser shall cut all vine maple within the harvest unit(s), leaving a stump no more than 12 inches in height.
- F. The Purchaser shall notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- G. Within shovel logging areas, and when yarding and loading operations are occurring simultaneously, an additional shovel will be required for loading to avoid extra trips to the landing. No more than one round trip per shovel road is allowed.
- H. Falling and yarding will not be permitted on weekends or State recognized holidays, unless approved in writing by the Contract Administrator.
- I. Purchaser shall take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, "sweeping" with logs, silt traps, or other measures on skid trails, yarding corridors and haul roads.
- J. Skid trail closure shall occur immediately upon completion of yarding all tributary timber. Closure shall consist of creating plantable spots at approximately 11 foot by 11 foot spacing to facilitate reforestation and creating water bars or other methods as directed by the Contract Administrator to prevent water accumulation and sediment movement.
- K. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11 foot by 11 foot spacing.

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- L. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber to prevent water accumulation and sediment movement, if required by the Contract Administrator.
- M. Once a skid trail is closed, the Purchaser shall not reopen a skid trail unless approved in writing by the Contract Administrator.
- N. No operations shall occur, or trees cut, outside the sale boundaries, as described in the contract.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Purchaser shall leave 2 down logs per acre. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.
- B. Areas restricting operations due to protection of potentially unstable slopes are located within and outside the sale boundary.
 - Locations inside the sale boundary are identified as Non-Tradeable Leave Trees marked with yellow Leave Tree Area tags as shown on the Timber Sale and Logging Plan Maps inside which no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.
 - Locations outside the sale boundary are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps. Trees within these areas shall not be used as tailholds.

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.

H-230 Tops and Limbs Outside the Sale Boundary

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

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Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 8/1/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the 23, 233, 233ext, 233-1, 233-1ext and 233-3 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all other roads used not covered in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-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.

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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-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-100 Stream Cleanout

Slash or debris which enters Type 5 streams as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any streams except Type 5 stream crossings as allowed per clause H-140.

- 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.

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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.

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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 all units.

5/7/2024 26 of 28 Agreement No. 30-103622

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	Don Melton
	South Puget Sound Region Manager
Print Name	
Date:	Date:
Address:	

5/7/2024 27 of 28 Agreement No. 30-103622

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

STATE OF)		
COUNTY OF)		
On this	day of		, 20	, before me personally
			to me	known to be the of the corporation
and on oath stated th	at (he/she was) (they was)	vere) authorized t	o execute sa	poses therein mentioned id instrument. official seal the day and
		Notary 1	Public in and	I for the State of
		My app	ointment exp	oires

5/7/2024 28 of 28 Agreement No. 30-103622



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: South Puget Sound								
Timber Sale Name: Dew Dog								
Application Number: 30-	103622							
EXCISE TAX APPLICABLE ACTIVITIES								
Construction: Road to be constructed (optional and	5,341 nd required) but not a	linear feet bandoned						
Reconstruction: 0 linear feet Road to be reconstructed (optional and required) but not abandoned								
Abandonment: Abandonment of existing roads not	Abandonment: 0 linear feet Abandonment of existing roads not reconstructed under the contract							
Decommission: Road to be made undriveable but no	0 ot officially abandone	linear feet						
Pre-Haul Maintenance: Existing road to receive maintenan	52,510 ce work (optional and	linear feet I required) prior to haul						
EXCISE TAX EXEMPT ACTIVITY	ΓIES							
Temporary Construction: Roads to be constructed (optional a	2,0 and required) and	50 linear feet						
Temporary Reconstruction: Roads to be reconstructed (optional then abandoned	l and required) and	0 linear feet						

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contact. 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)

PRE-CRUISE NARRATIVE

Sale Name: Dew Dog	Region: South Puget Sound				
Agreement #: 30-103622	District: Rainier				
Contact	Phone/				
Forester: Gresham Redman	Location: (360)-870-4090 Ext: /				
Alternate	Phone/				
Contact: Mike Fowler	Location: (360)-819-3406 Ext: /				

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump sum Required or Optional removal of utility as pulp (for scale sales only):
Evaluated for RFRS Implementation?: Yes, but will not be implemented
Percentage cable-uphill: 90 Percentage cable-downhill:
Percentage ground based: 10
Species Onsite: ⊠RC, ⊠DF, ⊠WH, ⊠RA, ⊠BC, □BLM, ⊠NF, ⊠SF, □SS, □ Other:(Please List)

UNIT ACREAGES* AND METHOD OF DETERMINATION:

				Deductions from Gross Acres (No harvest acres)					Acreage
Unit #									Determination
Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	(List method, dimensions and error of closure if applicable)
1	Sec 9/ T 14 N/ R 06 E	01	67.4		2.3			65.1	Garmin 66
2	Sec 10/ T 14 N/ R 06 E	01	53.9		2.1			51.8	Garmin 66
3 R/W	Sec 9/ T 14 N/ R 06 E	01	2.2					2.2	Garmin 66
4 R/W	Sec 10/ T 14 N/ R 06 E	01	1.0					1.0	Garmin 66
TOTAL ACRES			124.5		4.4			120.1	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	Variable Retention Harvest- Boundary marked by white "Timber Sale Boundary" tags and pink flashers and the 233 road		8 leave trees per acre 541 clumped leave trees
2	Variable Retention Harvest- Boundary marked by white "Timber Sale Boundary" tags and pink flashers		8 leave trees per acre 432 clumped and scattered leave trees

		2 individual leave trees are marked with a single band of blue paint.
3 R/W	Right of Way- Boundary marked with orange "Right of Way" tags and orange flashers.	
4 R/W	Right of Way- Boundary marked with orange "Right of Way" tags and orange flashers.	

OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	CJ-18 on 23 road gate	
2	See Cruise		
3 R/W	See Cruise		
4 R/W	See Cruise		

REMARKS:

There is significant downed wood in unit 2 which may be a safety concern. There is active hauling on the 1,2, and 23 roads. The CB channel on the 1 and 2 roads is 23, channel 25 on the 23 road below the gate, and channel 26 on the 23 road above the gate.

Prepared By: Gresham Redman Date: 08/10/2023	Title: Forester	CC: Mike Fowler, Audrey Mainwaring, Kristie Fryberger,
		Aaron Coleman

Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)

Timber Sale Cruise Report Dew Dog

Sale Name: DEW DOG
Sale Type: LUMP SUM
Region: SO PUGET
District: RAINIER

Lead Cruiser: AMDouglas, ADColeman

Other Cruisers:n/a Cruise Narrative:

Location:

Dew Dog is located in Tahoma State Forest, 3 miles south of State Route 706 and Ashford, WA. A small section of Unit 1 is adjacent to the 233 forest road. The rest of the unit can be accessed by walk-in through Unit 3 ROW and along an old grade. Access to Unit 2 requires a walk-in through Unit 4 ROW.

Cruise Design:

84 variable radius plots, spaced 250' apart, were used to tally 384 trees. 195 trees were measured. Diameters were recorded to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point. Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'. Plots that landed in leave tree areas were dropped from the cruise.

Timber Quality:

Dew Dog contains a mix of Douglas-fir and western hemlock. Most trees display good form, with little taper and modest amounts of defect. Douglas-firs contain high quality segments. Old grades contain trace amounts of cottonwood, western redcedar, noble fir, and alder. For timber growing on steep slopes, more defect was assigned in top bole segments to account for increased breakage when trees are felled.

Logging and Stand Conditions:

Both units contain steep slopes. Projected harvesting method is 90% uphill-cable based. Understory contains very little brush, but there is heavy blowdown in places.

General Remarks:

An old grade crosses through Unit 1. It provides the easiest and safest access into and through the unit.

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	17.5	7.8		2,974	25	1,614	1,072	253	10		
WH	13.1			1,881		541	955	359	27		
NF	16.3			53		37	11	5			
RC	14.6			43			24	19			
BC	19.0			11		9		2			
RA	13.0			2				2			
ALL	15.0	7.7		4,963	25	2,201	2,061	639	37		

Timber Sale Notice Weight (tons)

	Tons by Grade												
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility							
DF	21,322	153	10,742	8,076	2,300	50							
WH	16,160		4,143	8,506	3,341	171							
RC	374			210	164								
NF	346		211	101	33								
BC	80		58		22								
RA	21				21								
ALL	38,301	153	15,154	16,893	5,880	221							

Timber Sale Overall Cruise Statistics

BA	BA SE	V-BAR	V-BAR SE	Net Vol	Vol SE
(sq ft/acre)	(%)	(bf/sq ft)	(%)	(bf/acre)	(%)
258.6	4.0	159.8	2.2	41,323	4.6

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
DEW DOG U1	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	65.1	67.4	46	22	0
DEW DOG U2	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	51.8	53.9	35	18	0
DEW DOG U3	B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	2.2	2.2	3	3	0
DEW DOG U4	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.0	1.0	1	1	0
All		120.1	124.5	85	44	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
ВС	LIVE	2 SAW	Domestic	13.0	40	79	71	9.9	57.5	8.5
ВС	LIVE	4 SAW	Domestic	6.2	40	21	19	9.5	22.1	2.2
DF	LIVE	2 SAW	Domestic	14.8	40	5,188	5,072	2.2	4,092.4	609.1
DF	LIVE	2 SAW	HQ-A	14.0	40	922	917	0.5	759.3	110.2
DF	LIVE	2 SAW	HQ-B	14.6	39	7,523	7,450	1.0	5,890.7	894.7
DF	LIVE	3 SAW	Domestic	8.7	39	5,387	5,330	1.1	4,904.4	640.2
DF	LIVE	3 SAW	HQ-B	10.2	39	3,623	3,595	0.8	3,171.8	431.8

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	Domestic	5.8	30	2,209	2,109	4.5	2,300.1	253.3
DF	LIVE	CULL	Cull	5.9	7	121	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	16.3	40	205	205	0.0	152.8	24.7
DF	LIVE	UTILITY	Pulp	5.2	13	81	81	0.0	50.3	9.7
NF	LIVE	2 SAW	Domestic	17.0	40	323	311	3.8	211.2	37.3
NF	LIVE	3 SAW	Domestic	8.1	38	99	89	10.0	100.9	10.7
NF	LIVE	4 SAW	Domestic	5.1	40	42	40	4.7	33.4	4.8
NF	LIVE	CULL	Cull	9.1	1	0	0	100.0	0.0	0.0
RA	LIVE	4 SAW	Domestic	8.3	30	17	13	25.0	20.5	1.6
RA	LIVE	CULL	Cull	5.0	14	5	0	100.0	0.0	0.0
RC	LIVE	3 SAW	Domestic	10.5	34	229	200	12.8	210.0	24.0
RC	LIVE	4 SAW	Domestic	6.1	24	158	158	0.2	163.5	18.9
RC	LIVE	CULL	Cull	5.0	7	4	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	13.9	40	4,423	4,307	2.6	3,973.4	517.2
WH	LIVE	2 SAW	HQ-B	13.2	40	198	198	0.0	169.5	23.7
WH	LIVE	3 SAW	Domestic	8.4	40	8,004	7,948	0.7	8,506.0	954.5
WH	LIVE	4 SAW	Domestic	5.3	29	3,040	2,985	1.8	3,340.6	358.5
WH	LIVE	CULL	Cull	6.0	10	54	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.1	13	226	226	0.0	170.8	27.1

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
ВС	5 - 7	LIVE	Domestic	6.2	40	19	9.5	22.1	2.2
BC	12 - 15	LIVE	Domestic	13.0	40	71	9.9	57.5	8.5
DF	5 - 7	LIVE	Pulp	5.2	13	81	0.0	50.3	9.7
DF	5 - 7	LIVE	Cull	5.3	7	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	6.0	32	3,424	3.0	3,604.1	411.2
DF	8 - 11	LIVE	Cull	9.6	7	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.8	39	4,016	1.2	3,600.4	482.3
DF	8 - 11	LIVE	HQ-B	10.2	39	3,595	0.8	3,171.8	431.8
DF	12 - 15	LIVE	Domestic	13.7	40	2,938	1.6	2,531.6	352.8
DF	12 - 15	LIVE	HQ-B	13.8	39	4,878	0.7	4,038.1	585.9
DF	12 - 15	LIVE	HQ-A	14.0	40	917	0.5	759.3	110.2
DF	16 - 19	LIVE	HQ-A	16.3	40	205	0.0	152.8	24.7
DF	16 - 19	LIVE	Domestic	17.3	40	1,498	3.0	1,143.3	179.9
DF	16 - 19	LIVE	HQ-B	17.3	40	2,111	1.1	1,544.6	253.6
DF	20+	LIVE	HQ-B	21.1	40	460	3.8	308.0	55.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	Domestic	22.8	40	636	3.2	417.5	76.4
NF	5 - 7	LIVE	Domestic	6.5	40	103	7.8	100.3	12.4
NF	8 - 11	LIVE	Domestic	8.8	34	26	10.6	34.0	3.1
NF	8 - 11	LIVE	Cull	9.1	1	0	100.0	0.0	0.0
NF	12 - 15	LIVE	Domestic	13.4	40	44	2.5	36.3	5.3
NF	16 - 19	LIVE	Domestic	17.2	40	165	0.0	107.8	19.8
NF	20+	LIVE	Domestic	20.5	40	102	10.0	67.2	12.2
RA	5 - 7	LIVE	Cull	5.0	14	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Domestic	8.3	30	13	25.0	20.5	1.6
RC	5 - 7	LIVE	Cull	5.0	7	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	6.0	26	197	0.1	207.5	23.6
RC	8 - 11	LIVE	Domestic	11.1	33	68	16.5	71.8	8.1
RC	12 - 15	LIVE	Domestic	13.6	33	93	14.7	94.2	11.1
WH	5 - 7	LIVE	Pulp	5.2	14	226	0.0	170.8	27.1
WH	5 - 7	LIVE	Domestic	5.8	33	5,539	1.3	6,241.4	665.2
WH	5 - 7	LIVE	Cull	6.0	9	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.5	40	5,394	0.7	5,605.1	647.9
WH	12 - 15	LIVE	HQ-B	13.2	40	198	0.0	169.5	23.7
WH	12 - 15	LIVE	Domestic	13.5	40	3,553	3.0	3,378.4	426.7
WH	16 - 19	LIVE	Domestic	16.8	40	754	0.7	595.0	90.5

Cruise Unit Report DEW DOG U1

Unit Sale Notice Volume (MBF): DEW DOG U1

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility			
DF	17.5	7.0		1,589	25	855	580	123	6			
WH	13.6			1,108		353	582	155	18			
NF	16.3			53		37	11	5				
RC	16.0			33			24	9				
BC	19.0			11		9		2				
ALL	15.3	7.0		2,794	25	1,254	1,197	295	24			

Unit Cruise Design: DEW DOG U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	65.1	67.4	46	22	0

Unit Cruise Summary: DEW DOG U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	52	120	2.6	2
WH	48	93	2.0	0
NF	3	3	0.1	0
RC	5	5	0.1	0
ВС	1	1	0.0	0
ALL	109	222	4.8	2

Unit Cruise Statistics: DEW DOG 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	142.0	58.0	8.5	171.9	25.2	3.5	24,409	63.2	9.2
WH	110.1	72.6	10.7	154.6	26.5	3.8	17,017	77.3	11.4
NF	3.6	382.8	56.4	228.4	27.6	15.9	811	383.8	58.6
RC	5.9	443.5	65.4	86.8	25.8	11.5	514	444.2	66.4
BC	1.2	678.2	100.0	139.7	0.0	0.0	165	678.2	100.0
ALL	262.7	38.9	5.7	163.3	28.5	2.7	42,915	48.3	6.4

Unit Summary: DEW DOG U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ВС	LIVE	CUT	1	ALL	19.0	87	103	183	165	9.8	0.6	1.2	0.3	10.8
DF	LIVE	CUT	52	ALL	17.5	83	114	25,153	24,409	3.0	85.0	142.0	33.9	1,589.0
NF	LIVE	CUT	3	ALL	16.3	92	133	856	811	5.3	2.5	3.6	0.9	52.8
RC	LIVE	CUT	5	ALL	16.0	57	75	576	514	10.8	4.2	5.9	1.5	33.4
WH	LIVE	CUT	48	ALL	13.6	68	93	17,312	17,017	1.7	109.1	110.1	29.8	1,107.8
ALL	LIVE	CUT	109	ALL	15.5	75	102	44,081	42,915	2.6	201.4	262.7	66.4	2,793.8
ALL	ALL	ALL	109	ALL	15.5	75	102	44,081	42,915	2.6	201.4	262.7	66.4	2,793.8

Cruise Unit Report DEW DOG U2

Unit Sale Notice Volume (MBF): DEW DOG U2

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
DF	17.7	8.7		1,323	731	467	120	4		
WH	12.3			716	165	349	194	8		
RC	10.0			4			4			
ALL	14.7	8.7		2,043	897	816	318	12		

Unit Cruise Design: DEW DOG U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	51.8	53.9	35	18	0

Unit Cruise Summary: DEW DOG U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	52	90	2.6	3
WH	33	71	2.0	0
RC	1	1	0.0	0
ALL	86	162	4.6	3

Unit Cruise Statistics: DEW DOG U2

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	140.0	46.5	7.9	182.4	27.1	3.8	25,537	53.8	8.7
WH	110.4	69.2	11.7	125.2	30.8	5.4	13,824	75.7	12.9
RC	1.6	591.6	100.0	47.7	0.0	0.0	74	591.6	100.0
ALL	252.0	33.2	5.6	156.5	34.7	3.7	39,435	48.0	6.7

Unit Summary: DEW DOG U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	52	ALL	17.7	89	114	25,744	25,537	0.8	81.9	140.0	33.3	1,322.8
RC	LIVE	CUT	1	ALL	10.0	46	56	74	74	0.0	2.9	1.6	0.5	3.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
WH	LIVE	CUT	33	ALL	12.3	63	78	14,055	13,824	1.6	133.8	110.4	31.5	716.1
ALL	LIVE	CUT	86	ALL	14.5	73	91	39,872	39,435	1.1	218.6	252.0	65.3	2,042.7
ALL	ALL	ALL	86	ALL	14.5	73	91	39,872	39,435	1.1	218.6	252.0	65.3	2,042.7

Cruise Unit Report DEW DOG U3

Unit Sale Notice Volume (MBF): DEW DOG U3

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
DF	13.9			52	21	21	9	0		
WH	10.4			17	4	5	8			
RC	8.0			3			3			
RA	13.0			2			2			
ALL	12.0			73	25	27	21	0		

Unit Cruise Design: DEW DOG U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	2.2	2.2	3	3	0

Unit Cruise Summary: DEW DOG U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	3.0	0
WH	4	4	1.3	0
RC	1	1	0.3	0
RA	1	1	0.3	0
ALL	15	15	5.0	0

Unit Cruise Statistics: DEW DOG U3

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	140.8	57.7	33.3	167.3	16.8	5.6	23,552	60.1	33.8
WH	62.6	173.2	100.0	122.7	28.0	14.0	7,678	175.5	101.0
RC	15.6	173.2	100.0	74.5	0.0	0.0	1,165	173.2	100.0
RA	15.6	173.2	100.0	45.6	0.0	0.0	713	173.2	100.0
ALL	234.7	52.9	30.6	141.1	33.3	8.6	33,109	62.5	31.7

Unit Summary: DEW DOG U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	9	ALL	13.9	68	106	23,902	23,552	1.5	133.6	140.8	37.8	51.8
RA	LIVE	CUT	1	ALL	13.0	46	59	1,205	713	40.8	17.0	15.6	4.3	1.6
RC	LIVE	CUT	1	ALL	8.0	26	49	1,165	1,165	0.0	44.8	15.6	5.5	2.6
WH	LIVE	CUT	4	ALL	10.4	49	80	7,776	7,678	1.3	106.1	62.6	19.4	16.9
ALL	LIVE	CUT	15	ALL	11.9	54	85	34,049	33,109	2.8	301.5	234.7	67.0	72.8
ALL	ALL	ALL	15	ALL	11.9	54	85	34,049	33,109	2.8	301.5	234.7	67.0	72.8

Cruise Unit Report DEW DOG U4

Unit Sale Notice Volume (MBF): DEW DOG U4

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
WH	16.4			40	19	19	2	1			
DF	23.0			10	7	3	0				
RC	11.0			3			3				
ALL	15.6			54	26	22	5	1			

Unit Cruise Design: DEW DOG U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.0	1.0	1	1	0

Unit Cruise Summary: DEW DOG U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	5	5	5.0	0
DF	1	1	1.0	0
RC	1	1	1.0	0
ALL	7	7	7.0	0

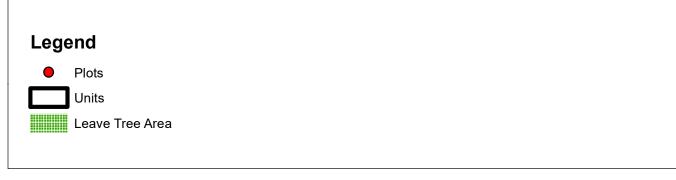
Unit Cruise Statistics: DEW DOG U4

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 (%)
WH	272.2	0.0	0.0	148.3	31.2	13.9	40,380	31.2	13.9
DF	54.4	0.0	0.0	185.1	0.0	0.0	10,077	0.0	0.0
RC	54.4	0.0	0.0	56.1	0.0	0.0	3,052	0.0	0.0
ALL	381.1	0.0	0.0	140.4	39.0	14.7	53,508	39.0	14.7

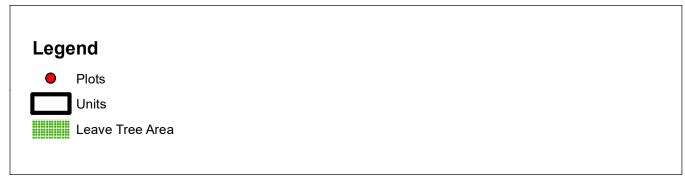
Unit Summary: DEW DOG U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	1	ALL	23.0	97	124	10,077	10,077	0.0	18.9	54.4	11.4	10.1
RC	LIVE	CUT	1	ALL	11.0	48	59	3,052	3,052	0.0	82.5	54.4	16.4	3.1
WH	LIVE	CUT	5	ALL	16.4	80	100	42,759	40,380	5.6	185.6	272.2	67.2	40.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
ALL	LIVE	CUT	7	ALL	15.6	72	90	55,888	53,508	4.3	287.0	381.1	95.0	53.5
ALL	ALL	ALL	7	ALL	15.6	72	90	55,888	53,508	4.3	287.0	381.1	95.0	53.5



N



N



FPA/N No: 2423638

Date of Service: 3/6/2024

Reference: Dew Dog #30-103622

Forest Practices Application/Notification Request to Amend Notice of Decision

<u>Decision</u>					
⊠ Approved	This request to	o amend is approved	and subject to the conditions	listed belo	ow.
\square Disapproved	This request to	o amend is disapprov	ed for the reasons listed below	N.	
☐ Withdrawn	Applicant has	withdrawn amendmer	nt request.		
Conditions on Appro	val/Reasons for Dis	approval			
Note: Approval for A	Amendment Reques	sts dated 2/27/2024	and 2/28/2024.		
Issued By: Erica C	hristie-Jones		Region: South Puget So	und	
Title: Resource Pro	otection Forester		Date: 3/6/2024		
Copies to:	⊠ Landowner, Timb	per Owner and Opera	tor		
Issued in person:	⊠ LO ⊠ TO ⊠ OP	Ву:	_	Date:	3/6/2024
		_/			

Appeal Information

The landowner, timber owner, or operator has fifteen (15) calendar days from the date of service to request a Brief Adjudicative Proceeding (BAP) in the presence of the department to review this amendment, otherwise known as Notice to Comply. RCW 76.09.090(3), WAC 222-46-030(4), WAC 332-08-215(3)

Appeal request must:

- Be in writing;
- Include signature(s);
- Include the factual basis for the appeal and the issue to be adjudicated;
- Request must be sent to both of the following:

Department Of Natural Resources South Puget Sound Region	Department of Natural Resource Forest Regulation Division
950 Farman Ave N	1111 Washington Street, SE
Enumclaw, WA 98022	Olympia, WA 98504 -7012

DNR Declaration of Mailing

I, <u>Julie Antonsen</u>, caused the Notice of Decision for FPA/N No. <u>2423638</u> to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the

foregoing is true and	correct.		
3/6/2024	Enumclaw, WA		
(Date)	(City & State where signed)	(Signature)	
Certified Mailing:			
☐ Landowner			
☐ Timber Owner			
☐ Operator			



Forest Practices Application/Notification Notice of Decision

FPA/N NO:	2423030
Effective Date:	10/5/2023
	40/5/0000
Expiration Date:	10/5/2026
Shut Down Zono:	650 8
Shut Down Zone:	009 0

Reference: Dew Dog #30-103622

☐ Non-eligible

EARR Tax Credit: ⊠ Eligible

<u>Decision</u>							
☐ Notificat	ion Accepted	Operations shall not begin before the effective date.					
⊠ Approve	d	This Forest Pra	This Forest Practices Application is subject to the conditions listed below.				
☐ Disappro	oved	This Forest Pra	actices Application is	s disapproved for	the reasons l	isted below.	
☐ Withdraw	vn	Applicant has v	vithdrawn the Fores	t Practices Applic	ation/Notifica	tion (FPA/N).	
☐ Closed		All forest practi	ces obligations are	met.			
FPA/N Clas	sification			Number of Y	<u>'ears Grante</u>	d on Multi-Ye	ar Request
☐ Class II	⊠ Class III	☐ Class IVG	☐ Class IVS	☐ 4 years	☐ 5 years		
<u>Conditions</u>	on Approval/R	Reasons for Disa	pproval				
Issued By:	Chris Baus			Region: Sou	ıth Puget So	und Region	
Title: Res	ource Protecti	on Forester		Date: 10/5/2	023		
Copies to:	⊠la	ndowner. Timbe	er Owner and Oper	ator			
·				4.01		Data: 40'	E/2022
Issued in p	erson: 🖾 LC	O ☑ TO ☑ OP	By:			Date: 10/	5/2023

Appeal Information

You have thirty (30) days to *file* (i.e., *actually deliver*) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See <u>RCW 76.09.205</u>. The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources South Puget Sound Region
Physical Address 1111 Israel Road SW Suite 301 Tumwater, WA 98501	Physical Address 1125 Washington Street, SE Olympia, WA 98504	Physical Address 950 Farman Ave N Enumclaw, WA 98022
Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Mailing Address 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: https://eluho.wa.gov/

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060. RCW 76.09.070. RCW 76.09.390. and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

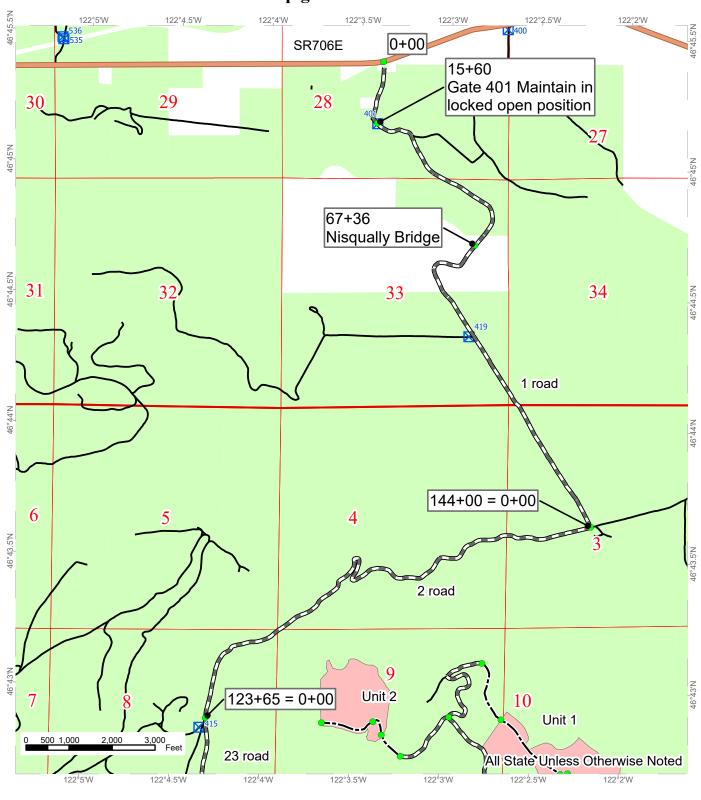
If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Declaration of Mailing

I, <u>Julie Antonsen</u> , caused the Notice of Decision for FPA/N No. <u>2423638</u> to be placed in the United States mail at				
Olympia, WA; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the				
foregoing is true and con	rect.			
10/12/2023	Enumclaw, WA			
(Date)	(City & State where signed)	(Signature)		

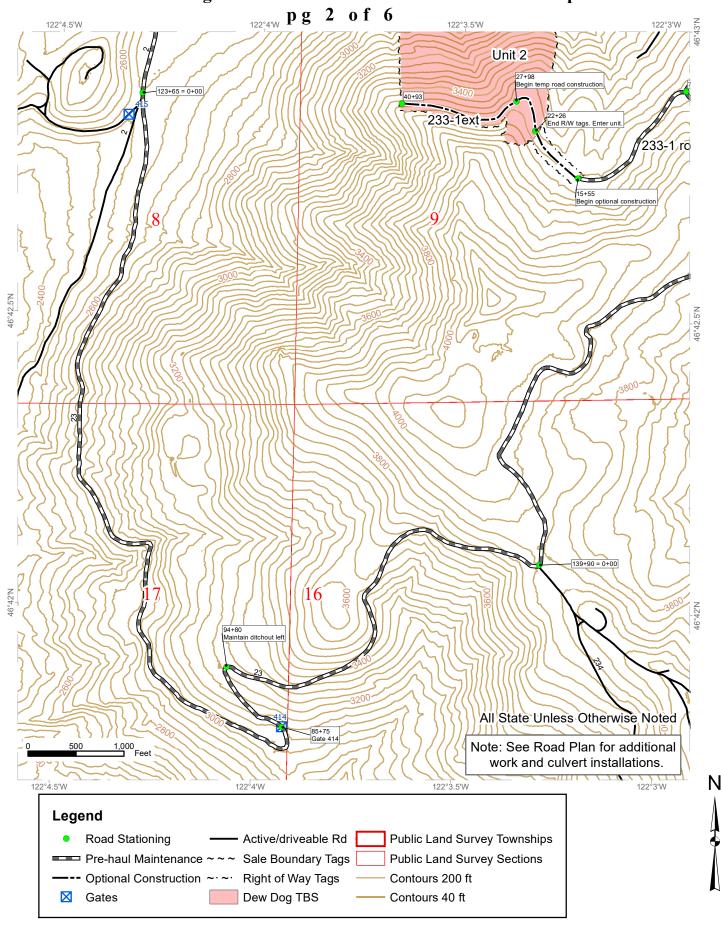
Dew Dog Timber Sale Road Work Map pg 1 of 6

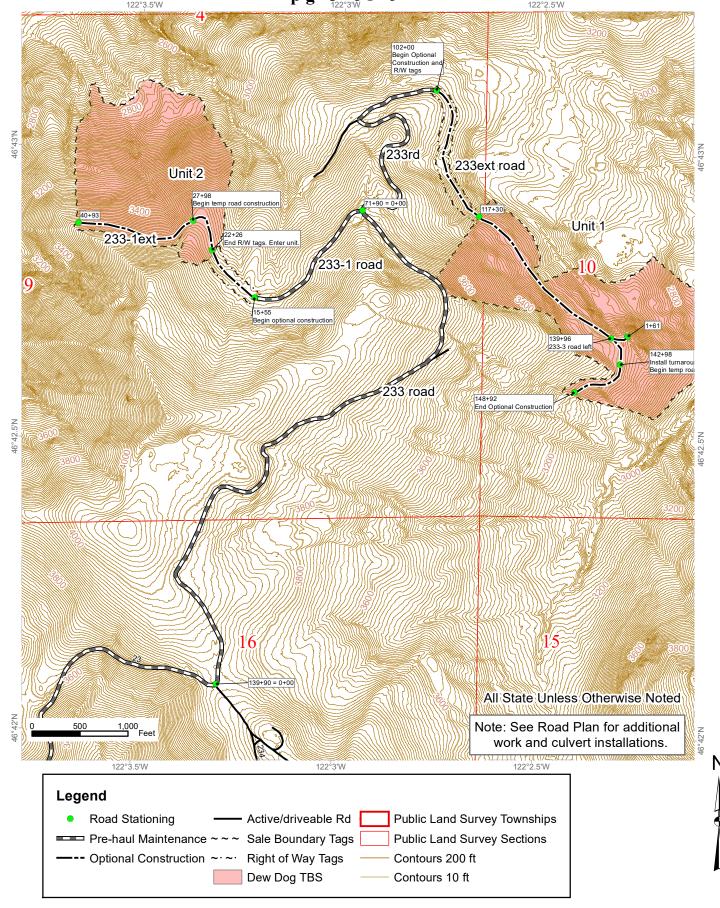




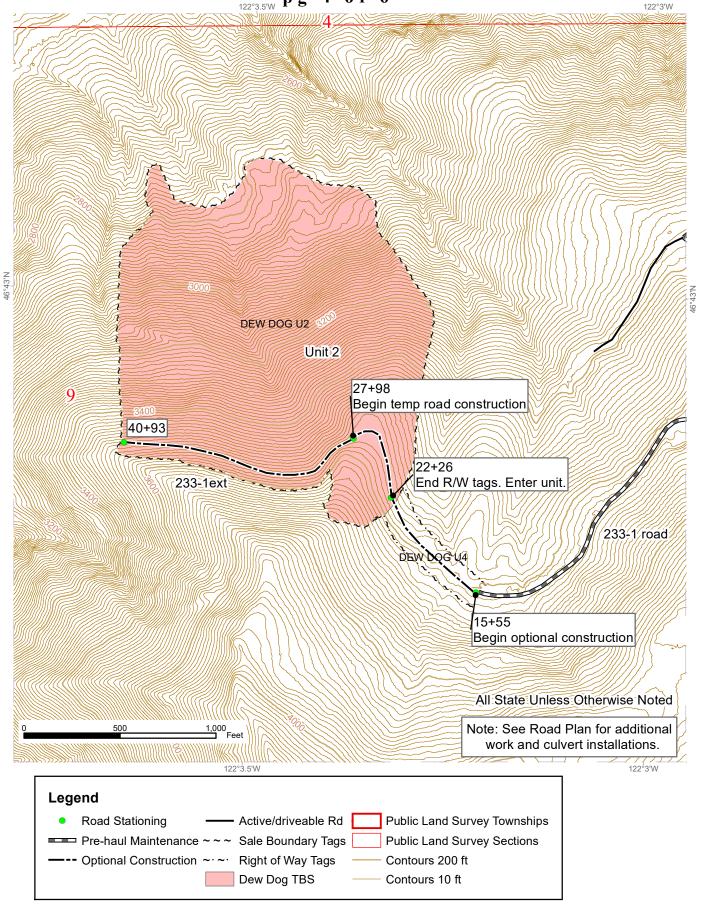
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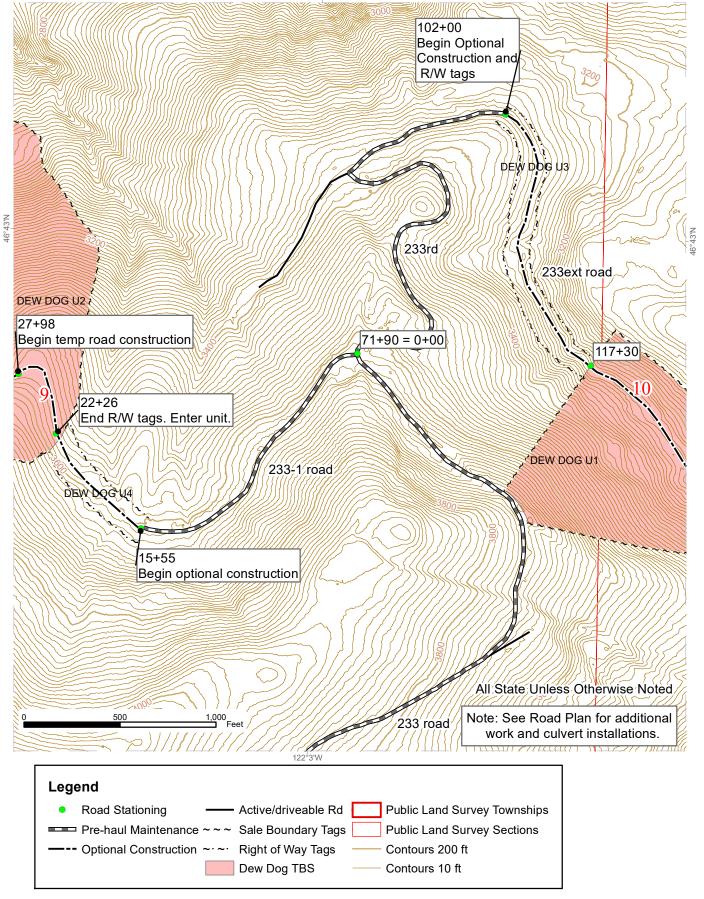
Dew Dog Timber Sale Road Work Map

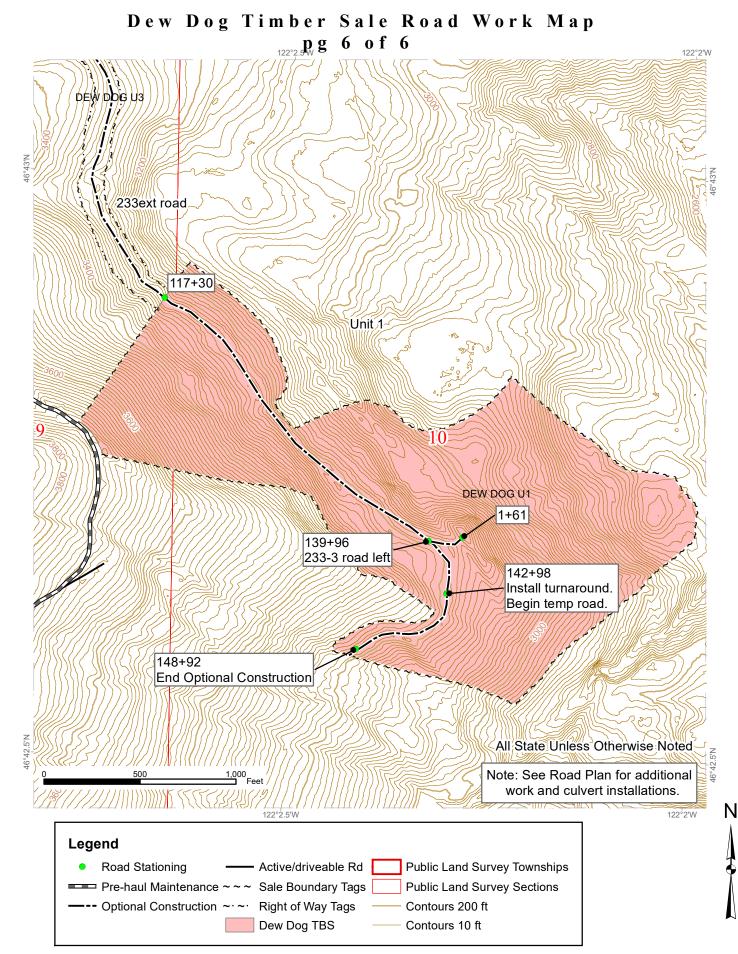




Dew Dog Timber Sale Road Work Map pg 4 of 6







STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

DEW DOG TIMBER SALE ROAD PLAN LEWIS COUNTY RAINIER DISTRICT

AGREEMENT NO.: 30-103622 STAFF ENGINEER: M. BELL

DATE: 8-1-23

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
1	0+00 to 144+00	Pre-haul maintenance
2	0+00 to 123+65	Pre-haul maintenance
23	0+00 to 139+90	Pre-haul maintenance
233	0+00 to 102+00	Pre-haul maintenance
233-1	0+00 to 15+55	Pre-haul maintenance
233ext	142+98 to 148+92	Abandonment, if built
233-1ext	27+98 to 40+93	Abandonment, if built
233-3	0+00 to 1+61	Abandonment, if built

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>
233ext	102+00 to 148+92	Construction
233-1ext	15+55 to 40+93	Construction
233-3	0+00 to 1+61	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to:

- Clearing.
- Grubbing.
- Right of way debris disposal.
- Excavation and/or embankment to subgrade.
- · Removal of cribbing.
- · Road widening.
- Landing construction.
- Acquisition and installation of drainage structures.
- Manufacture and application of rock.
- Road abandonment.

0-6 PRE-HAUL MAINTENANCE

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

Road	<u>Stations</u>	<u>Requirements</u>
1	0+00 to 144+00	Brushing right-of-way.
		Bridge maintenance.
2	0+00 to 123+65	Brushing right-of-way.
23	0+00 to 139+90	Brushing right-of-way.
		• Grading, shaping, and compaction of road surface.
		Culvert cleaning and headwall reconstruction.
		Ditch cleaning and reconstruction.
233	0+00 to 102+00	Brushing right-of-way.
		 Grading, shaping, and compaction of road surface.
		Culvert cleaning and headwall reconstruction.
		Ditch cleaning and reconstruction.
233-1	0+00 to 15+55	Brushing right-of-way.
		 Grading, shaping, and compaction of road surface.
		Culvert cleaning and headwall reconstruction.
		Ditch cleaning and reconstruction.

0-7 POST-HAUL MAINTENANCE

This project includes, but is not limited to post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

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.

Tolerance Class	<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 Work 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.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

Centerline is marked with orange pin flags and orange flagging for new construction.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work in accordance with the construction stakes and/or reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

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.

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul, unless authorized in writing by the Contract Administrator.

1-21 HAUL APPROVAL

The 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 calendar 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:

- Drainage installation.
- Subgrade compaction.
- Rock compaction.

SUBSECTION RESTRICTIONS

1-25 ACTIVITY TIMING RESTRICTION

No operation of road construction equipment or rock haul will be allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

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

<u>Activity</u>	Closure Period
Operation of road construction	November 1 to May 15
equipment or rock haul	November 1 to May 13

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a seasonal closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, Purchaser shall comply with a maintenance plan, when a maintenance plan is determined necessary by the Contract Administrator 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 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 new construction rocked roads.
- Wheel track rutting exceeds 3 inches on crushed rock roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator, excessive road damage or rutting may occur.

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

1-32 BRIDGE SURFACE RESTRICTION

Metal tracked equipment shall not be used on bridge surfaces at any time. If equipment must be run on bridge surfaces, then rubber tired equipment or other methods, as approved in writing by Contract Administrator, shall be used.

Any dirt, rock, or other material tracked or spilled on the bridge surface shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser's expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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

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.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface before rocking and/or timber haul.

<u>Road</u>	<u>Stations</u>
23	0+00 to 139+90
233	0+00 to 102+00
233-1	0+00 to 15+55

2-6 CLEANING CULVERTS

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

<u>Road</u>	<u>Stations</u>
23	0+00 to 139+90
233	0+00 to 102+00
233-1	0+00 to 15+55

2-7 CLEANING AND RECONSTRUCTING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before grading, rock application and/or timber haul and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed. Excavated material must be scattered outside the clearing limits.

<u>Road</u>	<u>Stations</u>
23	0+00 to 139+90

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Contractor shall clean and maintain all erosion control devices including but not limited to rock berms.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
23	94+80	Maintain ditchout left

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 4 inches in diameter, including limbs, as shown on the BRUSHING LIST. 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>
1	0+00 to 144+00
2	0+00 to 123+65
23	0+00 to 139+90
233	0+00 to 102+00
233-1	0+00 to 15+55

SUBSECTION CLEARING

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries, 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 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing trees unless approved by the Contract Administrator.

SUBSECTION GRUBBING

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.

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 20 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 55%.
- 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.
- In location that would impede drainage.

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 the clearing limits.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction work involving pioneering, clearing and grubbing, unless authorized in writing by the Contract Administrator.

4-2 PIONEERING

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

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

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 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.

4-5 CUT SLOPE RATIO

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

<u>Excavation</u>	Excavation Slope
Slope Ratio	<u>Percent</u>
1:1	100
³ ½ :1	133
1/2:1	200
1/2:1	200
1/4:1	400
	Slope Ratio 1:1 ¾:1 ½:1 ½:1

4-6 EMBANKMENT SLOPE RATIO

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

	<u>Embankment</u>	<u>Embankment</u>
Material Type	Slope Ratio	Slope Percent
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	11/4:1	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.

4-12 FULL BENCH CONSTRUCTION

On the following road(s), and where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

<u>Road</u>	Full Bench Location	<u>Comments</u>
233 ext.	114+68 to 142+98	
233-1ext	28+10 to 40+93	

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Purchaser shall construct turnarounds as designated on the TURNAROUND LIST. Turnarounds shall be minimum 30 feet long and 30 feet wide. Location changes are subject to written approval by the Contract Administrator.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct and/or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall 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 identified and as needed. 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.

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is a the discretion of the Contract Administrator.

<u>Road</u>	Waste Area Location
233ext	Slopes less than 55% adjacent to the road
233ext	142+00
233-1ext	27+98

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.

- On side slopes steeper than 55%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 inches in any dimension.

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from the listed borrow source(s). Development of the borrow source must be in accordance with Pit Plan.

Source(s)		
End of 233-3 road in		
knife ridge		

4-50 BORROW APPLICATION

Purchaser shall apply borrow in accordance with quantities shown below. Borrow must be spread, shaped, and compacted full width concurrent with stream installation operation.

<u>Road</u>	<u>Stations</u>	<u>Cubic Yards</u>	<u>Type</u>
233-3	0+50 to 1+61	700	Native

SUBSECTION SHAPING

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.

SUBSECTION COMPACTION

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. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment and waste area segments too narrow to accommodate equipment. 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 subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application and/or timber haul.

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 5 – DRAINAGE

SUBSECTION CULVERTS

5-5 CULVERTS

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

5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other roads must have new culverts installed.

<u>Road</u>	<u>Stations</u>
233ext	142+98 to 148+92
233-1ext	27+98 to 40+93
233-3	0+00 to 1+61

5-10 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
On any portion of road used for	 18"x30' culvert
timber or rock haul	 18"x30' culvert
	 18"x30' culvert
	 18"x30' culvert

5-11 UNUSED MATERIALS STATE PROPERTY

On required roads or as listed in Clause 5-10, any materials listed on the CULVERT AND DRAINAGE LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel

Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended specified in the Engineer's design.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE LIST. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts. Rock used for headwalls must be QUARRY SPALLS or LIGHT LOOSE RIP RAP. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. QUARRY SPALLS and LIGHT LOOSE RIP RAP shall meet the specifications in CLAUSE 6-43 QUARRY SPALLS and CLAUSE 6-50 LIGHT LOOSE RIP RAP.

SUBSECTION SURFACE DRAINAGE

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 - ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Donkey	NE ¼ Section 9 Township 14 North Range 06 East (south of 233 Road and 233-1 Road junction)	3 Inch Minus Crushed Quarry Spalls Light Loose Rip Rap

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

<u>Source</u>	
Donkey Pit	

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT PLAN:

Pit walls may not be undermined or over steepened. The maximum slope of the walls must be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

Material	Maximum Slope Ratio (Horiz. :Vert.)	Maximum Slope Percent
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	0.5:1	200
Solid Rock	0:1	vertical

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 25 feet.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient except as approved by the Contract Administrator.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked.

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments larger than two feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount must be reduced to a smaller size within the rock source.
- Purchaser shall notify the Contract Administrator a minimum of 3 working days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator
 3 working days before any drilling.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-20 ROCK CRUSHING OPERATIONS

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- If a smooth roll crusher is used, the maximum size of material fed into it shall be equal to the largest size of the material coming out of it plus 8.5 percent of the roll radius.
- The crushing operation per pit must be concluded within 45 working days from the time it begins in that pit.
- Purchaser is required to produce sieve analysis for crushing operations every 1000 yards for each rock gradation type.

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 or during manufacture and placement into a stockpile. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

6-33 3-INCH MINUS CRUSHED ROCK

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

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

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.

6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-43 QUARRY SPALLS

% Passing 8" square sieve 100%

% Passing 3" square sieve 40% maximum % Passing 3/4" square sieve 10% maximum

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

6-50 LIGHT LOOSE RIP RAP

Light loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Light loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>Quantity</u>	Approximate Size Range
20% to 90%	18"- 28"
15% to 80%	8"- 18"
10% to 20%	3"-8"

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted 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.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade including: ditches, headwalls, catch basins, culverts, energy dissipaters, ditch-outs, subgrade shaping and compacting 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. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

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.

6-75 OPTIONAL ROCK EXCEPTION

On the following road(s), Purchaser may 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 post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

Road	<u>Stations</u>
233ext	142+98 to 148+92
233-1ext	27+98 to 40+93
233-3	0+00 to 1+61

SECTION 7 – STRUCTURES

7-30 BRIDGE MAINTENANCE

Purchaser shall conduct bridge maintenance as listed.

Road	<u>Station</u>	<u>Requirements</u>	
1	64+60 to 70+60	Clean deck prior to haul.	
		Maintain clean bridge deck during haul.	
		Clean bridge deck after haul is complete.	

7-71 GATE CLOSURE DURING HAUL

On the following road(s), Purchaser shall keep gates closed and locked except for passing vehicles. If Purchaser elects to use an alternate plan for gate security, Purchaser shall submit a detailed plan to the Contract Administrator for written approval.

<u>Road</u>	<u>Station</u>	Gate No.
23	85+75	414

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
233ext	142+98
233-1ext	27+98
233-3	0+00

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

Road	<u>Stations</u>	Additional Requirements
1	67+36	Clean Nisqually bridge deck

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>					
233ext	142+98 to 148+92					
233-1ext	27+98 to 40+93					
233-3	0+00 to 1+61					

9-22 ABANDONMENT

- Remove road shoulder berms.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.

SECTION 10 MATERIALS

10-17 CORRUGATED PLASTIC CULVERT

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

10-22 PLASTIC BAND

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

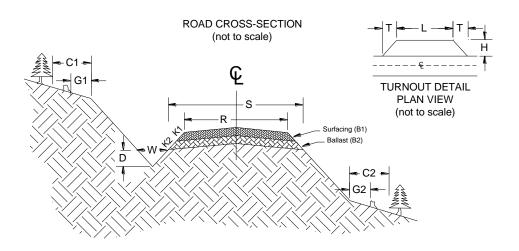
SECTION 11 SPECIAL NOTES

11-1 REMOVAL OF CRIBBING

On the following roads, Purchaser shall remove cribbing material from the road fill. Cribbing material shall be disposed of per road plan Section 3 CLEARING, GRUBBING, AND DISPOSAL. Native Material in accordance with Clause 4-48 NATIVE MATERIAL shall be used as fill as needed.

<u>Road</u>	<u>Stations</u>
233ext	102+00 to 148+92

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Dito Width (feet)	h** Depth (feet)	Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits* (feet)	
				S	R	W	D		G1	G2	C1	C2
1	0+00	144+00	А	-	14	2	1	4	-	-	5	5
2	0+00	123+65	Α	-	14	2	1	4	-	-	5	5
23	0+00	139+90	Α	-	12	2	1	4	-	-	5	5
233	0+00	102+00	Α	-	12	2	1	4	-	-	5	5
233ext	102+00	117+21	С	15	12	2	1	4	2	2	tags	tags
233ext	117+21	148+92	С	15	12	2	1	4	2	2	5	5
233-1	0+00	15+55	С	15	12	2	1	4	2	2	5	5
233-1ext	15+55	22+26	С	15	12	2	1	4	2	2	tags	tags
233-1 ext	22+26	40+93	С	15	12	2	1	4	2	2	5	5
233-3	0+00	1+61	С	15	12	2	1	4	0	0	0	0
			·									

^{*}Tags are Right of Way Tags

ROCK LIST

BALLAST

Road	From	То	Rock	Compacted Rock	C.Y.	# of	C.Y.	Rock
Number	Station	Station	Slope	Depth	Station	Stations	Subtotal	Source
			K2	B2	3 In	ch Minus Cru	ushed	
233ext	102+00	142+98	1.5:1	12"	50	41	2050	
233ext*	142+98	148+92	1.5:1	12"	50	5.94	297	
233-1ext	15+55	27+98	1.5:1	12"	50	12.43	622	
233-1ext*	27+98	40+93	1.5:1	12"	50	12.95	648	
233-3*	0+00	1+61	1.5:1	12"	50	1.61	81	
								Donkey Pit
Turnouts			1.5:1	12"	36 cyd/ per turnout	4 turnouts	144	Donkey Fit
Turnarounds			1.5:1	12"	36 cyd/ per turnout	2 turnouts	72	
Quarry spalls or li	ght loose rip	20						
Pit Run Rock for L	andings*	360						

^{*}Optional Rock

BALLAST TOTAL: 1386 Optonal Cubic Yards 2908 Required Cubic Yards

NOTE: Yardages are estimated on a compacted (In-Place) basis. **Apply appropriate factors to determine loose amounts for estimating purposes.** If Purchaser elects to haul in wet weather additional rock may be obtained from a commercial source at the Purchaser's expense and with prior written approval from the Contract Administrator.

TURNOUT LIST

Road Number	Begin Station	End Station	Turnout Width (H)	Full Width Length (L)	Taper Length (T)	Comments
233ext	104+69	105+69	10'	50'	25′	Construct Turnout Left
233ext	112+82	113+82	10'	50′	25'	Construct Turnout Left
233ext	123+21	124+31	10'	50′	25′	Construct Turnout Left
233ext	132+47	133+47	10′	50′	25′	Construct Turnout Left

TURNAROUND LIST

Road Number	Station	Width (ft)	Length (ft)	Comments
233 ext	142+39			
233-1	27+98	30	30	

COMPACTION LIST

Road	From Station	To Station	Туре	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
			Culvert Installations	12				
			Embankment	12				
_	w construct econstructi		Fill & select borrow	12	Smooth		4 low freq.	3
			Subgrade		Drum	14,000		
			Rock	12	Vibratory	1 1,000	with Vibe	
			Waste Area	12	Roller		on	
All pre-haul and post haul			After grading existing road surface and prior to rocking					
			Culvert Installations	12				
			Rock	6				

CULVERT AND DRAINAGE LIST

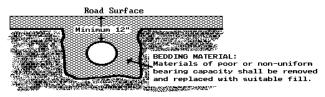
Road		Cu	lvert	Length (ft)		F	liprap (C.Y	.)	Backfill	Placement	Const.		
Number	Location	Dia. (in)	Туре	Culvert	Downspt	Flume	Inlet	Outlet	Туре	Material*	Method*	Staked*	Remarks
233ext	111+71	18	PD	30			0.5	0.5	QS	NT			
	112+44	24	PD	40			0.5	0.5	QS	NT			
	118+51	18	PD	30			0.5	0.5	QS	NT			
	124+21	18	PD	40			0.5	0.5	QS	NT			
	128+55	18	PD	30			0.5	0.5	QS	NT			
	139+00	18	PD	30			0.5	0.5	QS	NT			
	143+48	18	TEMP	30			0.5	0.5	QS	NT			
	145+74	18	TEMP	30			0.5	0.5	QS	NT			
233-1 ext	17+94	24	PD	30			0.5	0.5	QS	NT			Np Stream
233-1 EXI	19+00	18	PD	30			0.5	0.5	QS	NT			Np stream
									-				
	19+34	36	PD	43			0.5	0.5	QS	NT			Np Stream
	20+35	18	PD	30			0.5	0.5	QS	NT			
	20+91	24	PD	33			0.5	0.5	QS	NT			Np Stream
	22+17	18	PD	30			0.5	0.5	QS	NT			
	27+98	18	TEMP	30			0.5	0.5	QS	NT			
	40+17	18	TEMP	30			0.5	0.5	QS	NT			
		18	TEMP	30			0.5	0.5	QS	NT			
Contigency		18	TEMP	30			0.5	0.5	QS	NT			
culverts		18	TEMP	30			0.5	0.5	QS	NT			
		18	TEMP	30			0.5	0.5	QS	NT			
							I		1				

^{*} SEE CULVERT AND DRAINAGE SPECIFICATION DETAIL

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

TEMP = Temporary Culvert

CULVERT BACKFILL AND BASE PREPARATION (For culverts less than 36")



Key:

QS - Quarry Spalls SR - Shot Rock

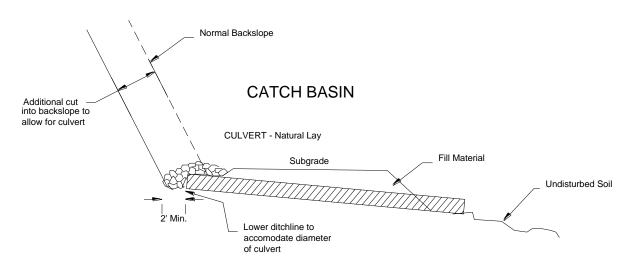
NT - Native (bank run)

SL - Select Fill

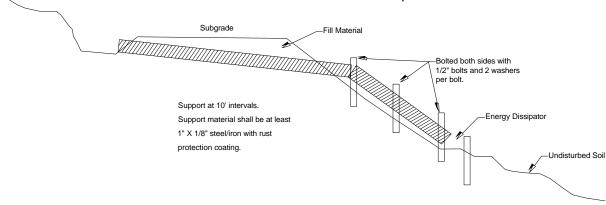
HL - Heavy Loose RiprapLL - Light Loose RiprapFlume - Half round pipeDownspout - Full round pipe

CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)



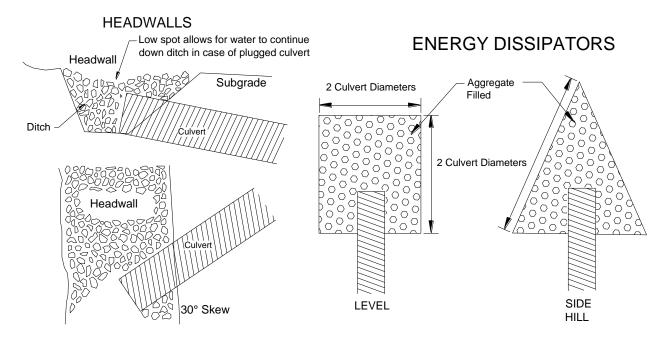
CULVERT - With Flume or Downspout



CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.



Headwalls to be constructed of material that will resist erosion.

Dissipator Specifications:
Depth: 1 culvert diameter
Aggregate: as specified in the
CULVERT LIST.

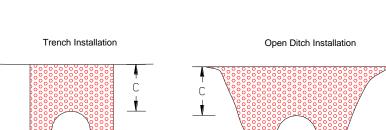
CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 3 of 3)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

- 1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
- The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of
 installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch
 layers under the haunches, around the sides and above the pipe to the recommended minimum height of
 cover.
- 3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
- 4. Site conditions and availability of bedding materials often dictate the type of installation method used.
- 5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.



Gravel or Compacted Soil

MINIMUM DIMENSIONS Trench or Open Ditch Installation

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	В	С	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
36"	6"	12"	54"

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, page 1of 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 and shape 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.

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.

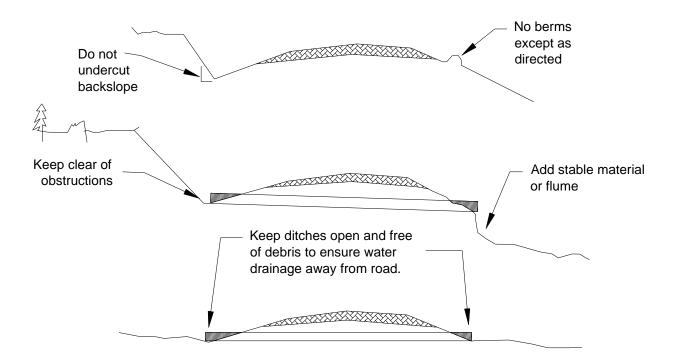
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, page 2 of 2

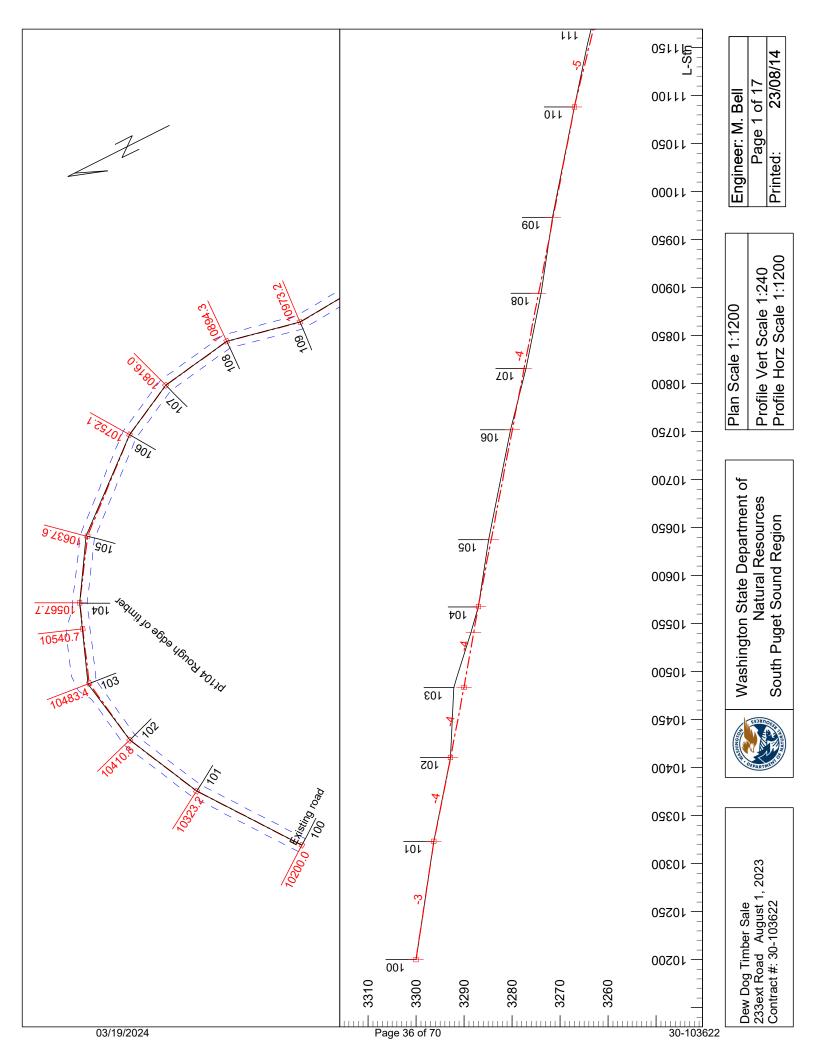
Termination of Use or End of Season

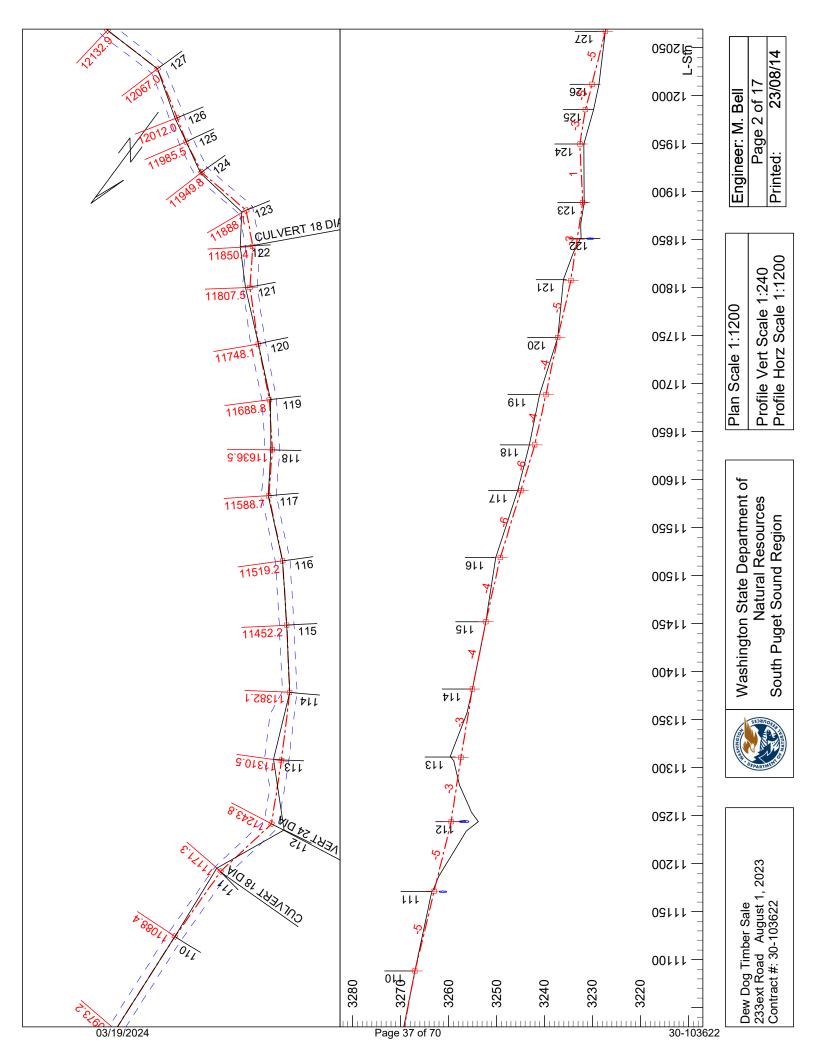
 At the conclusion of logging operations, ensure all conditions of these specifications have been met.

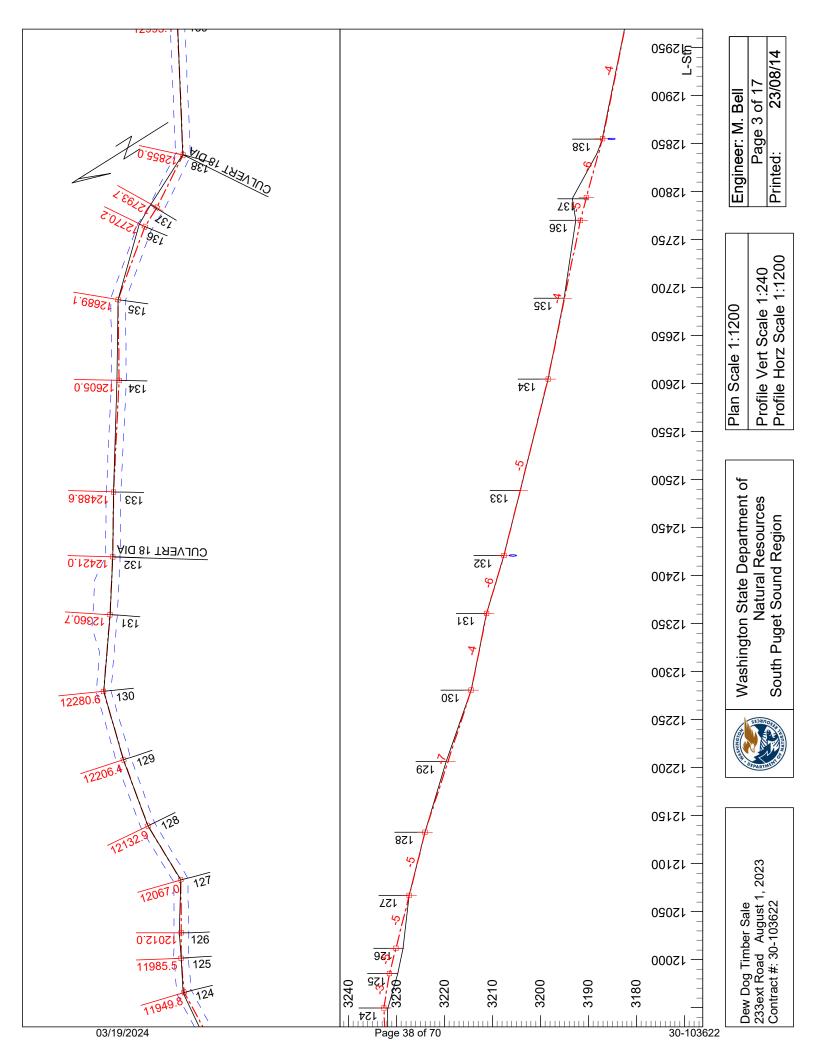
Debris

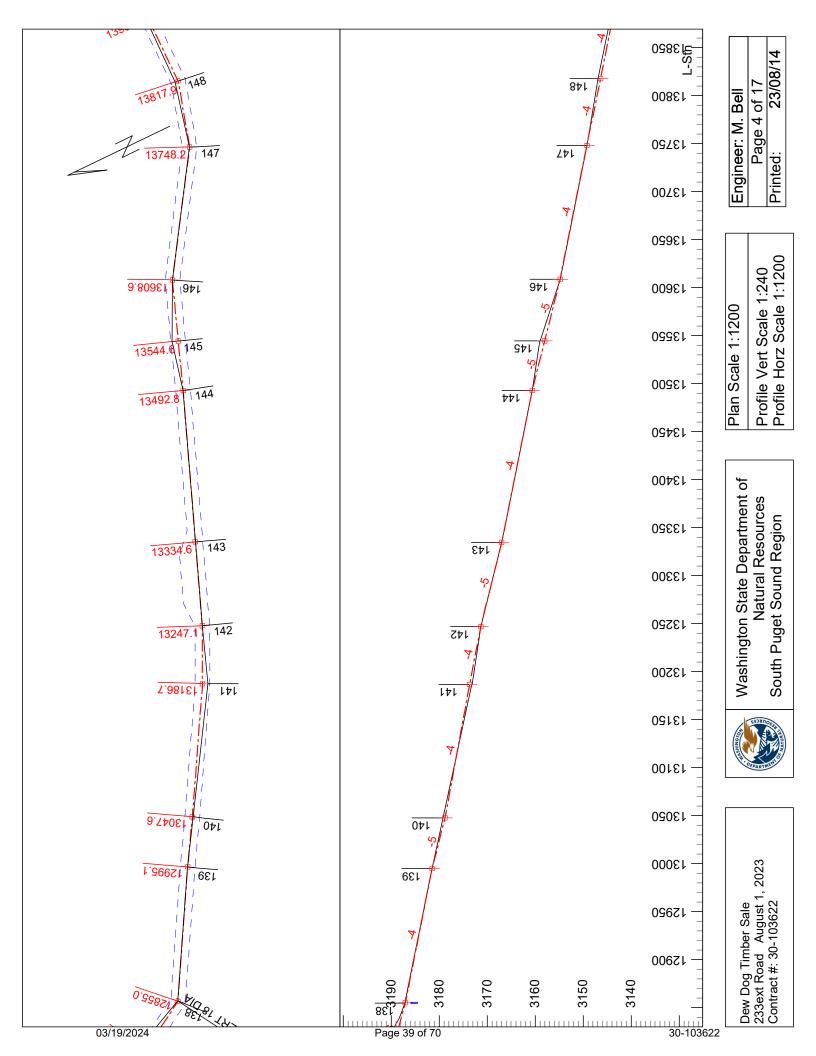
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

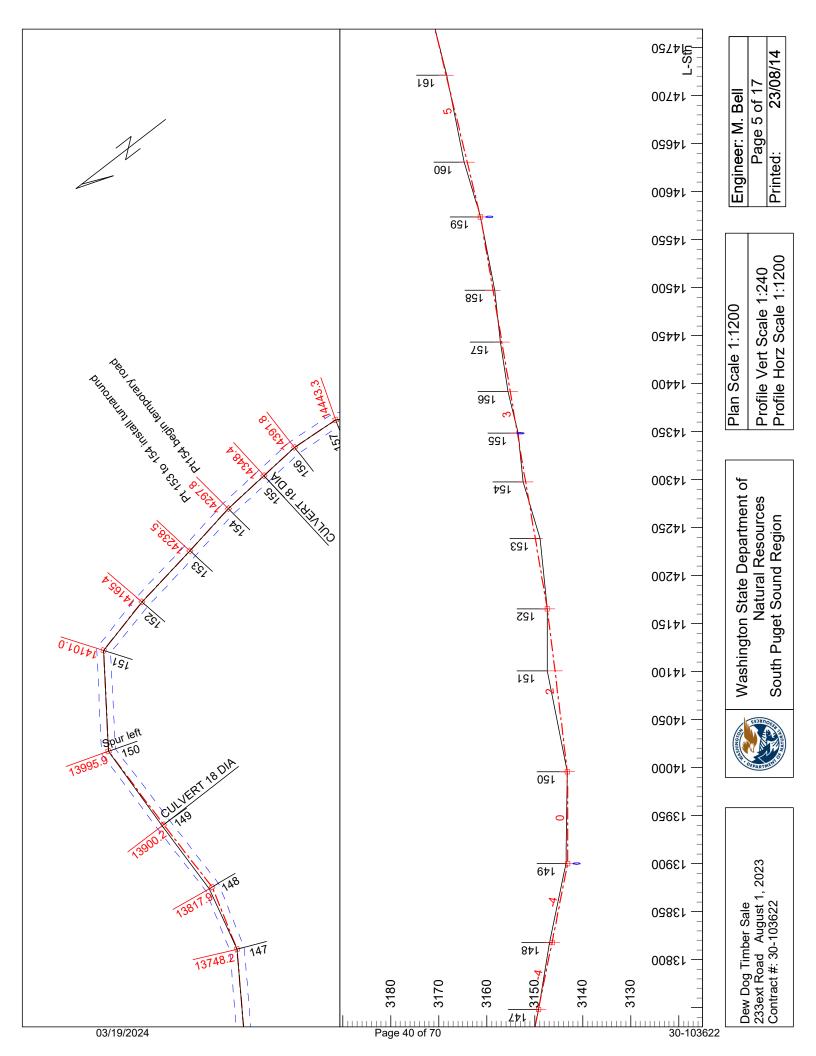


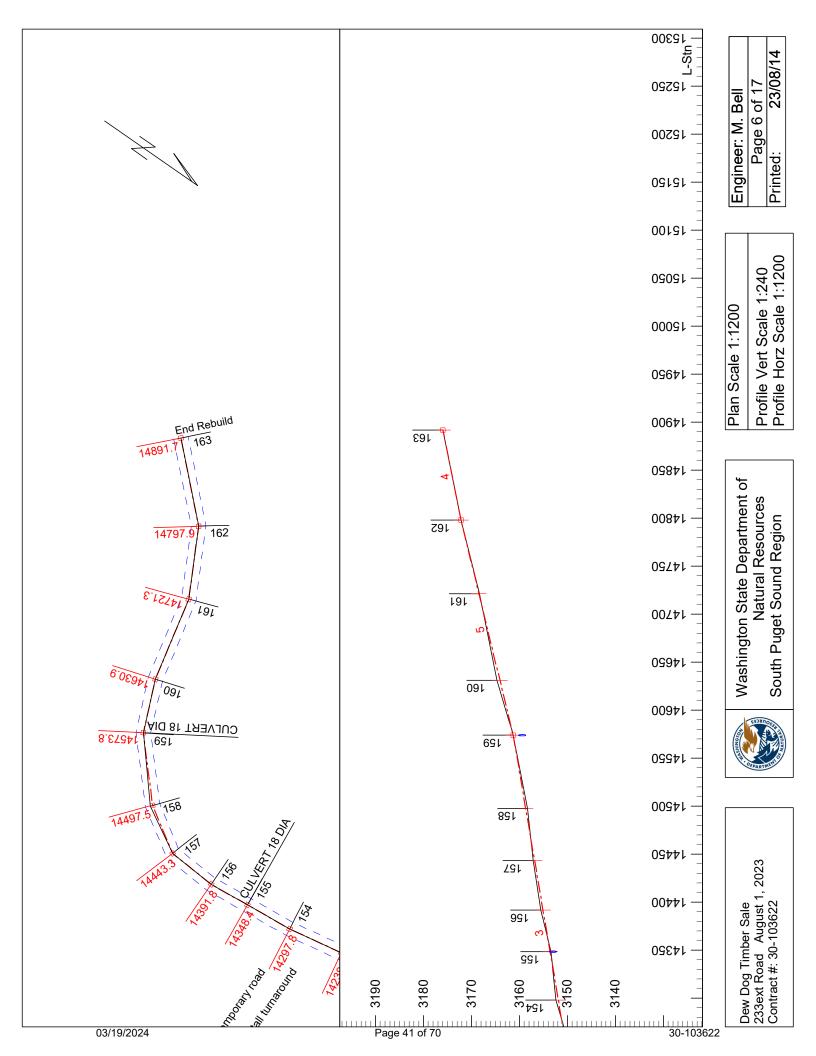


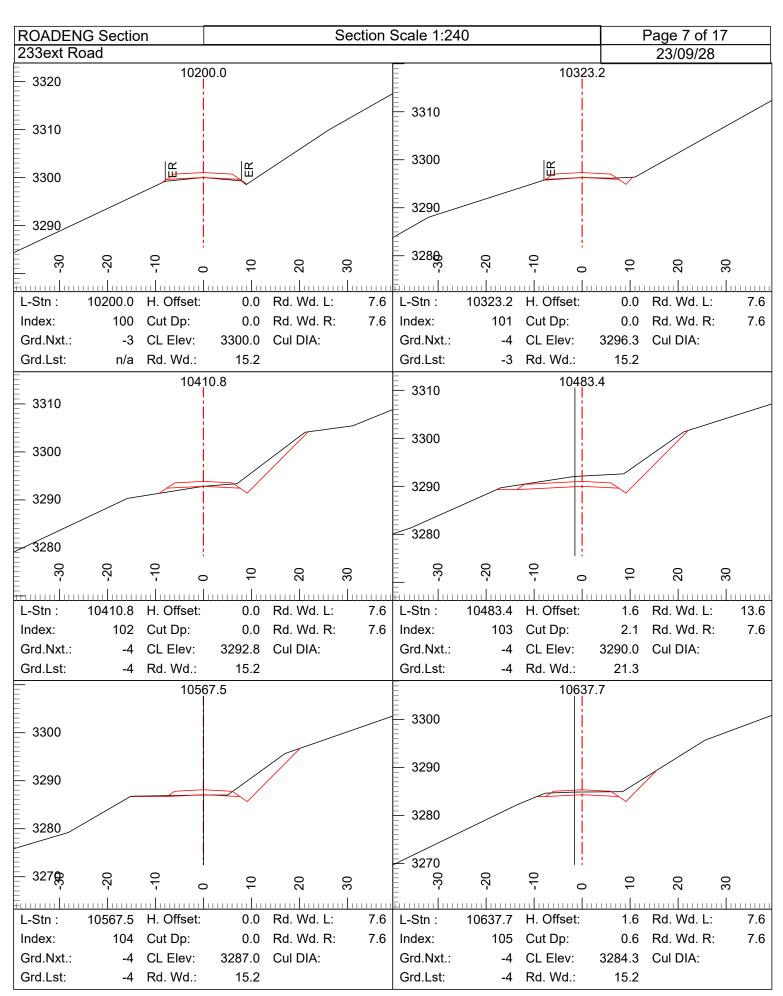


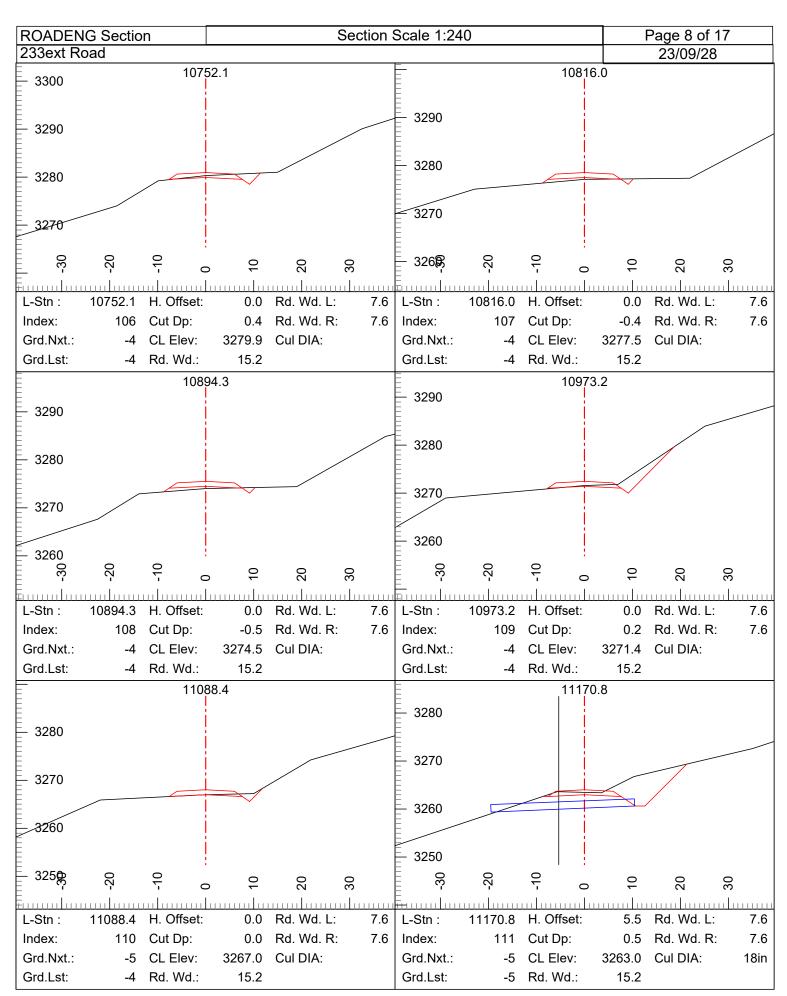


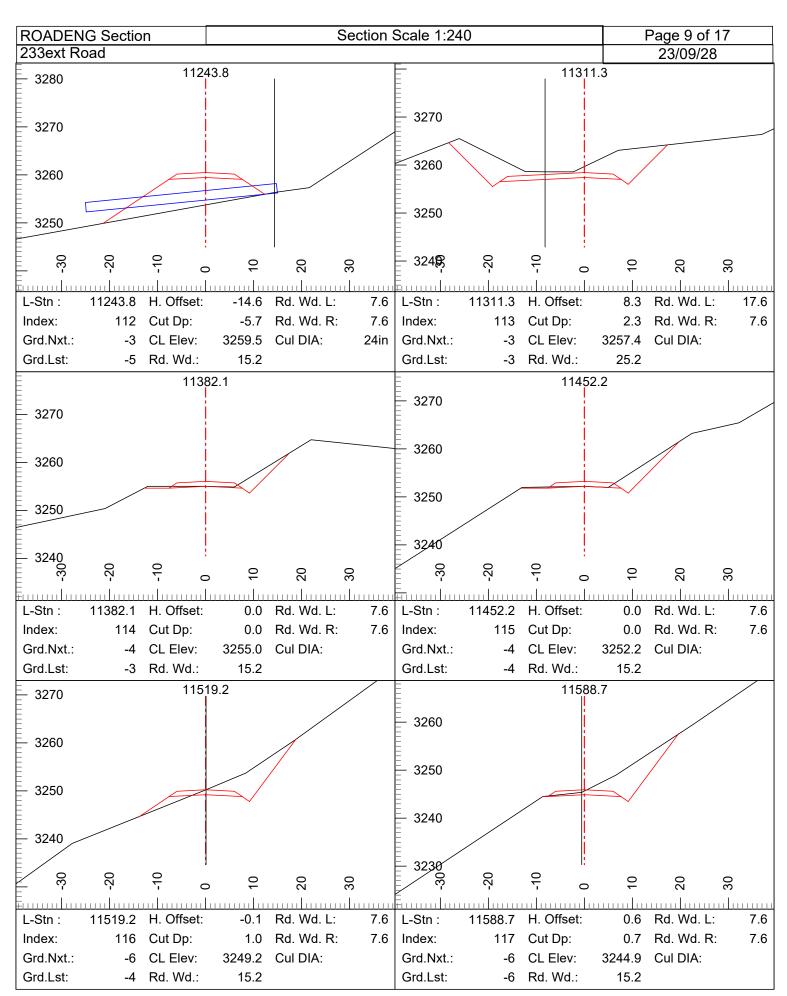


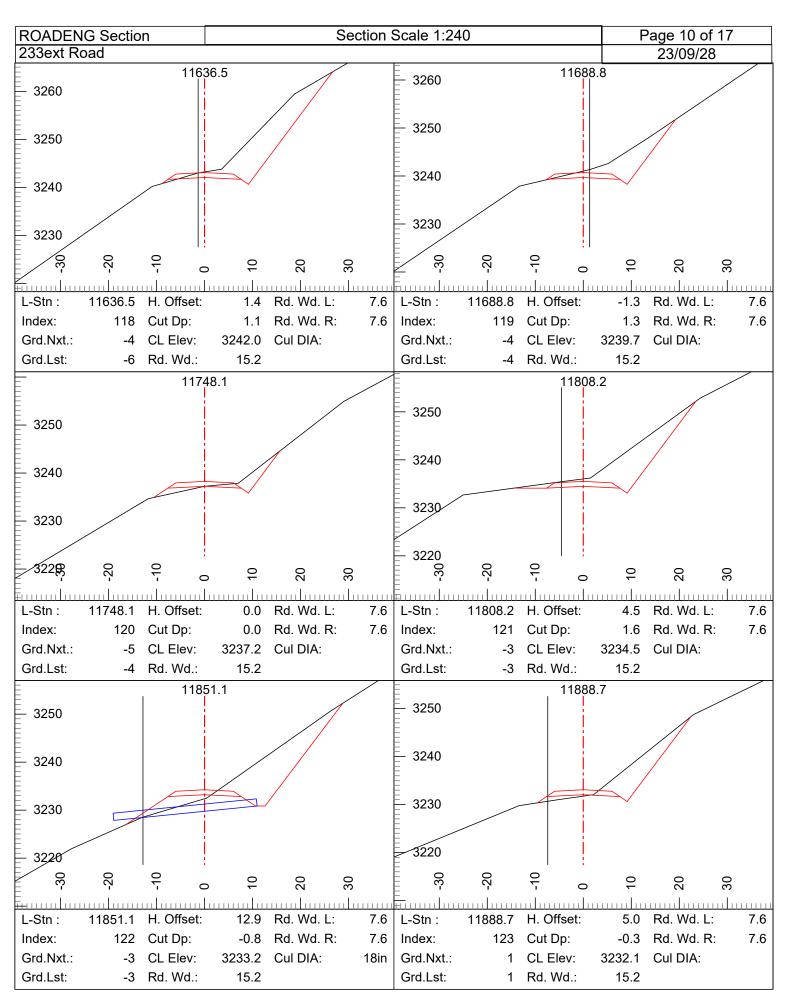


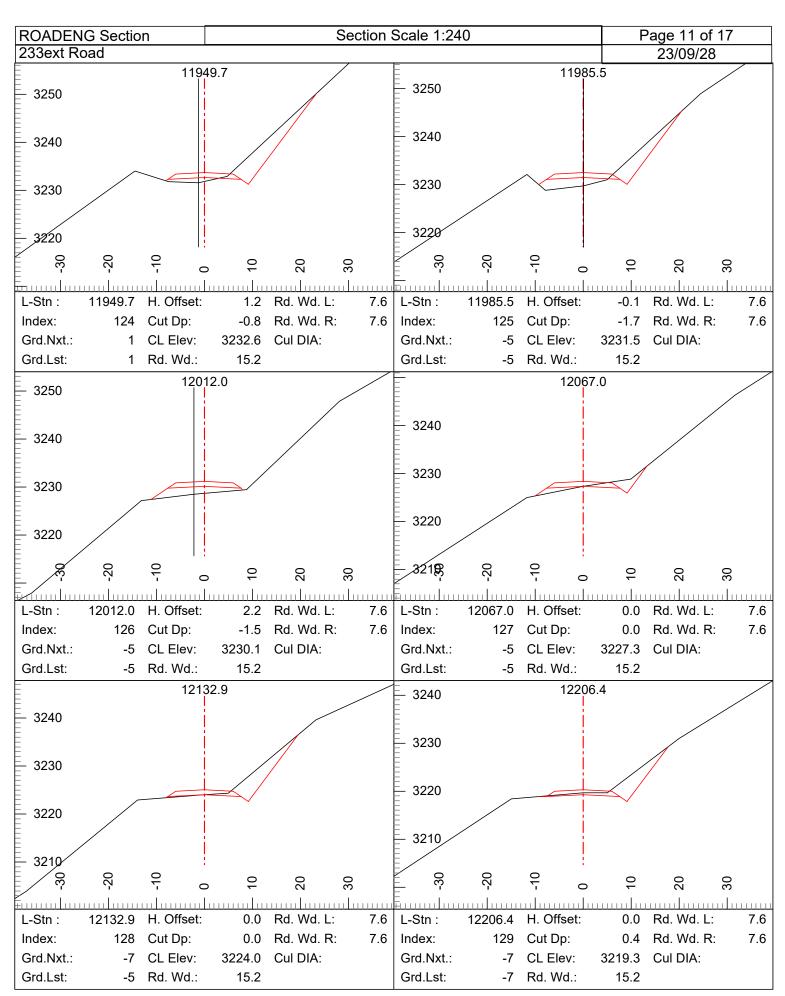


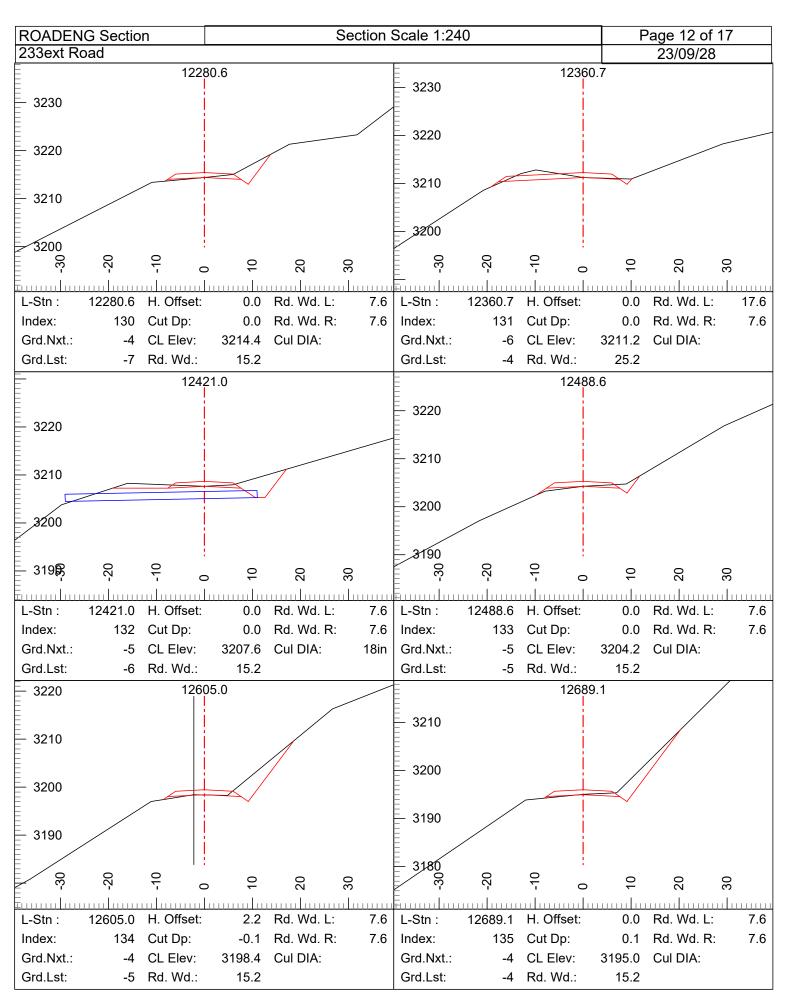


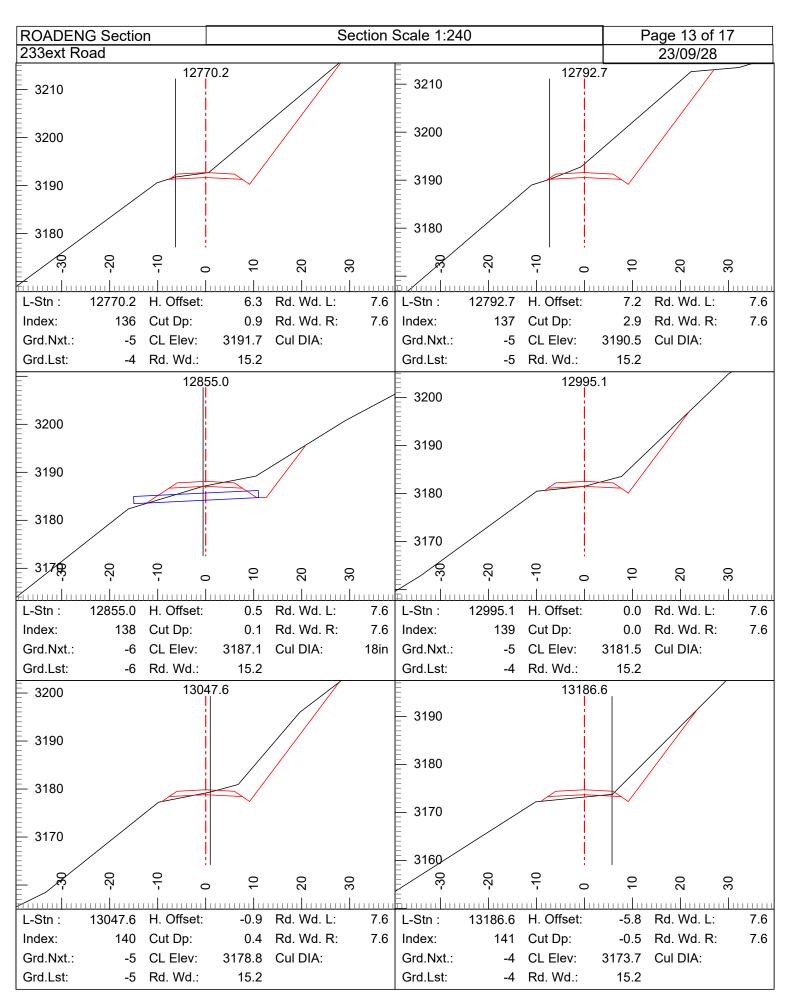


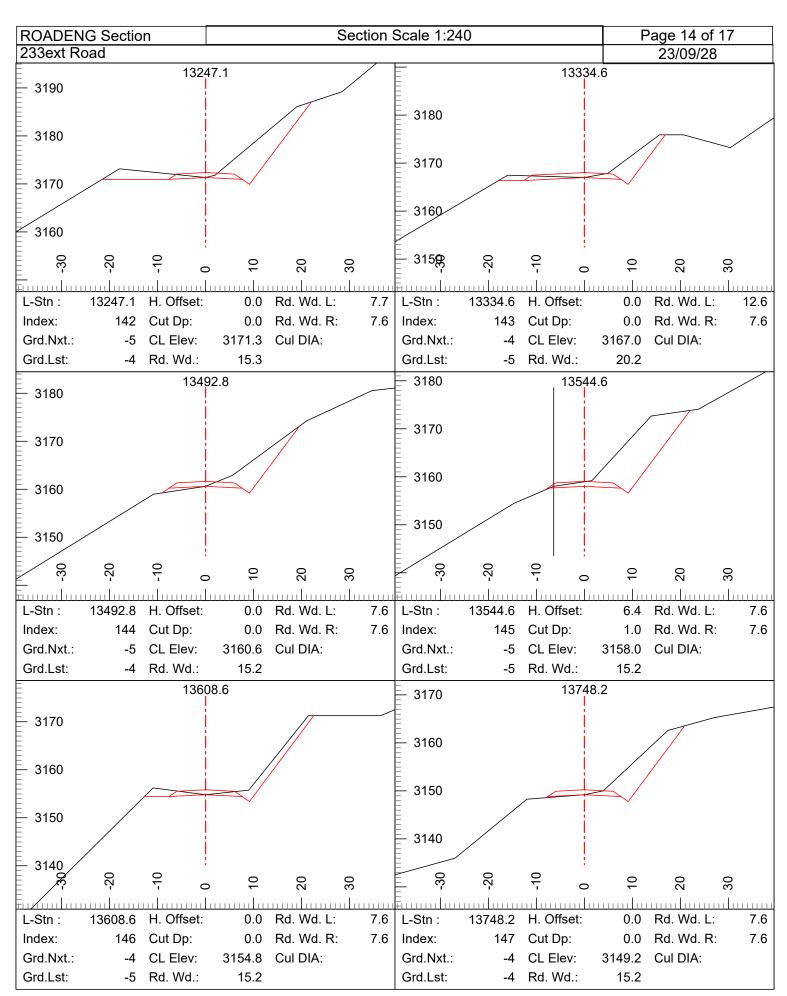


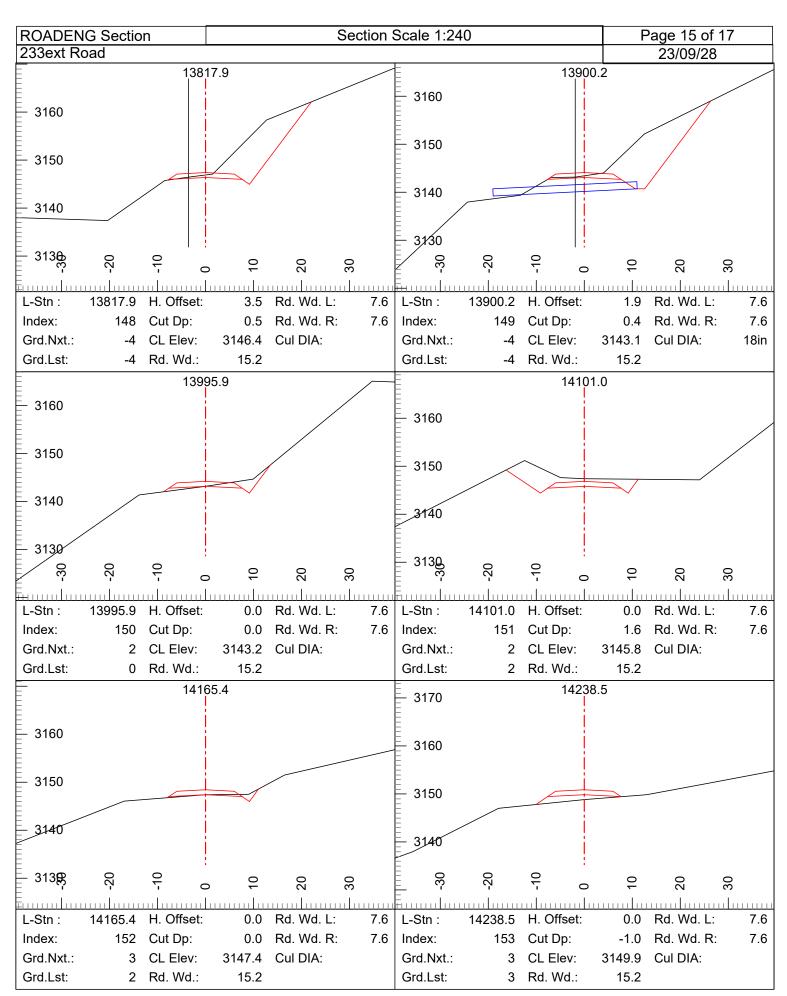


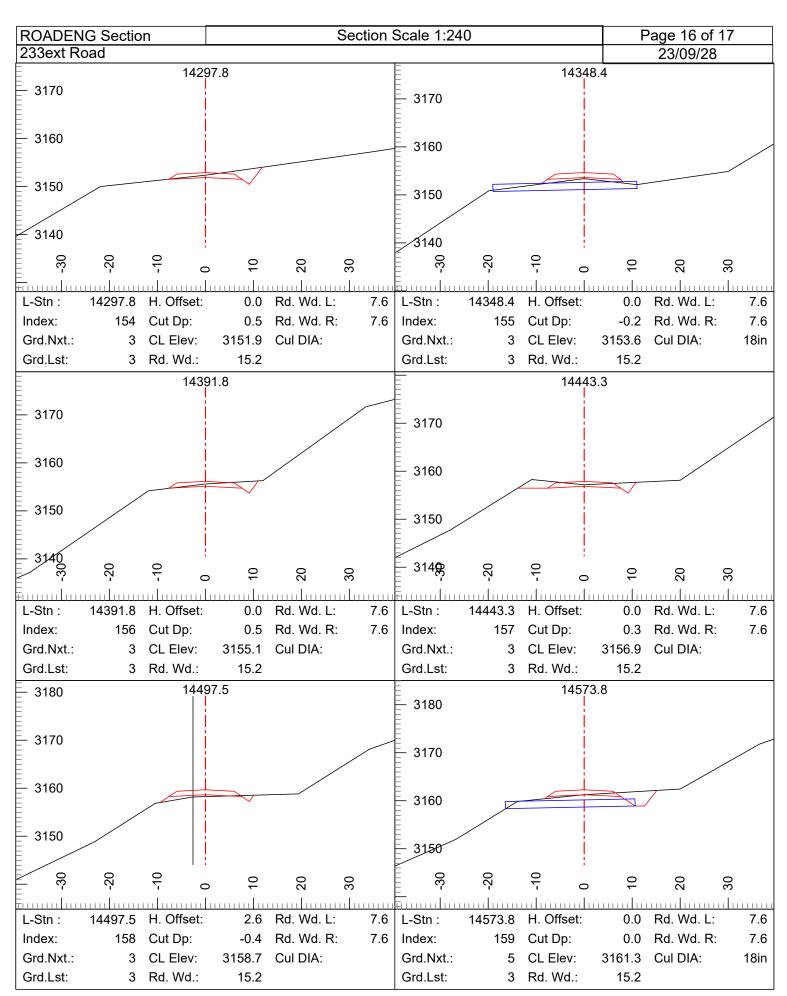


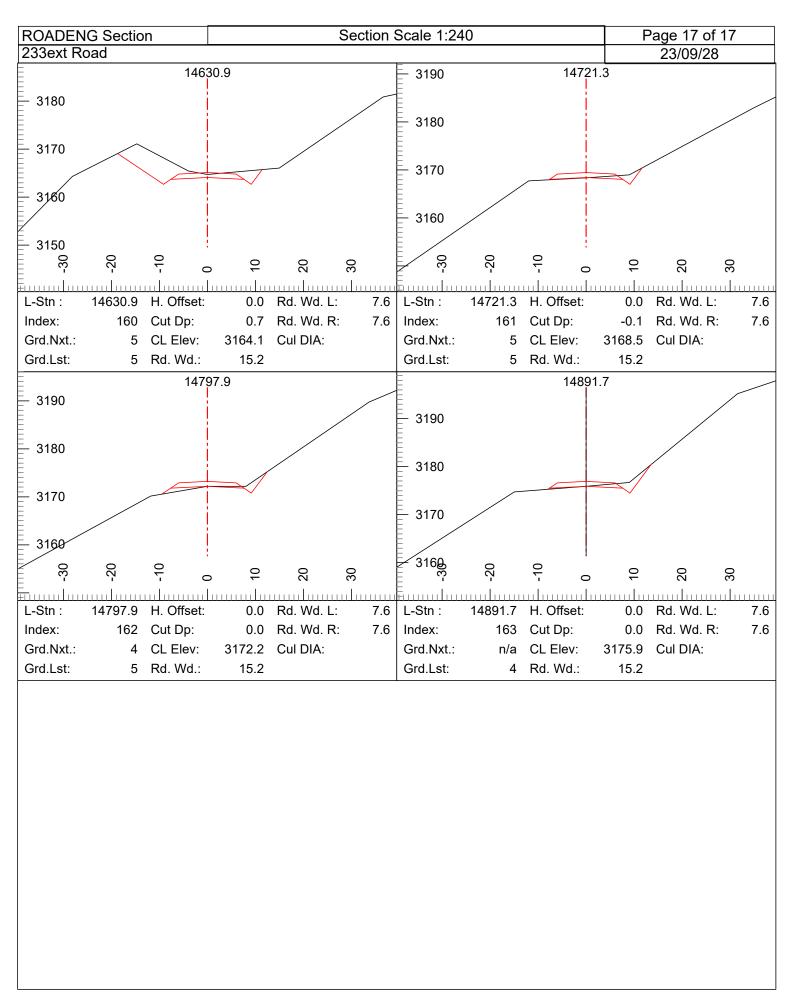


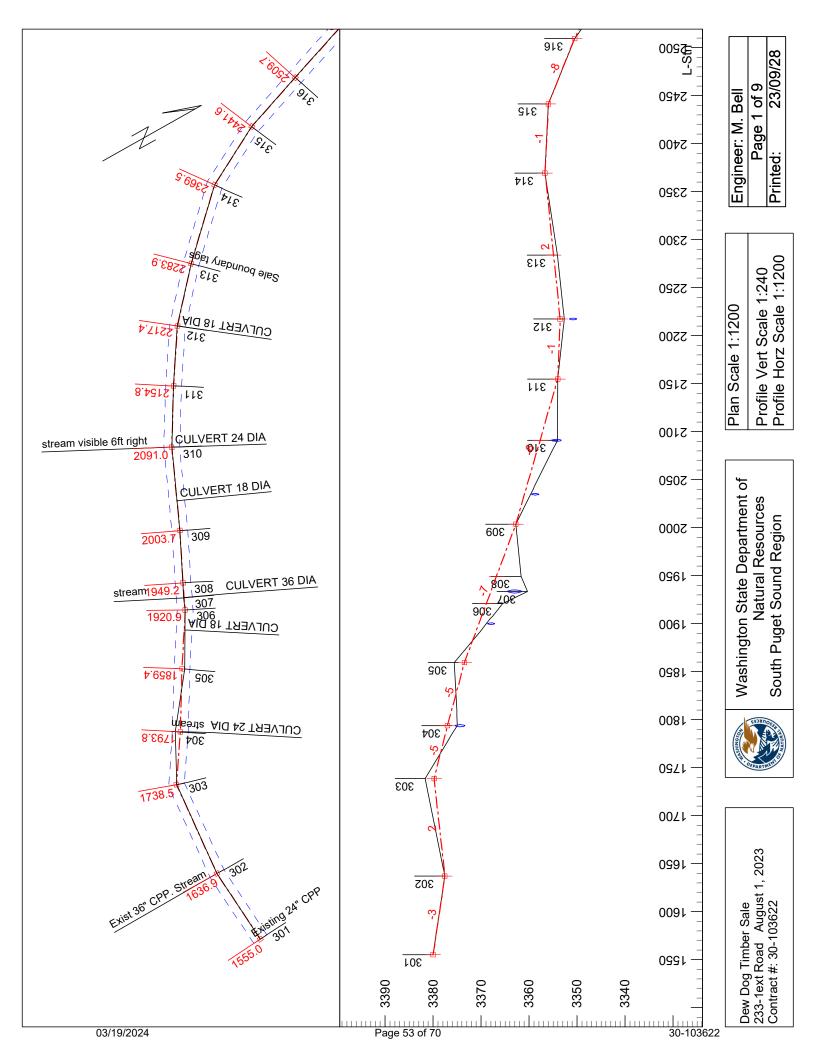


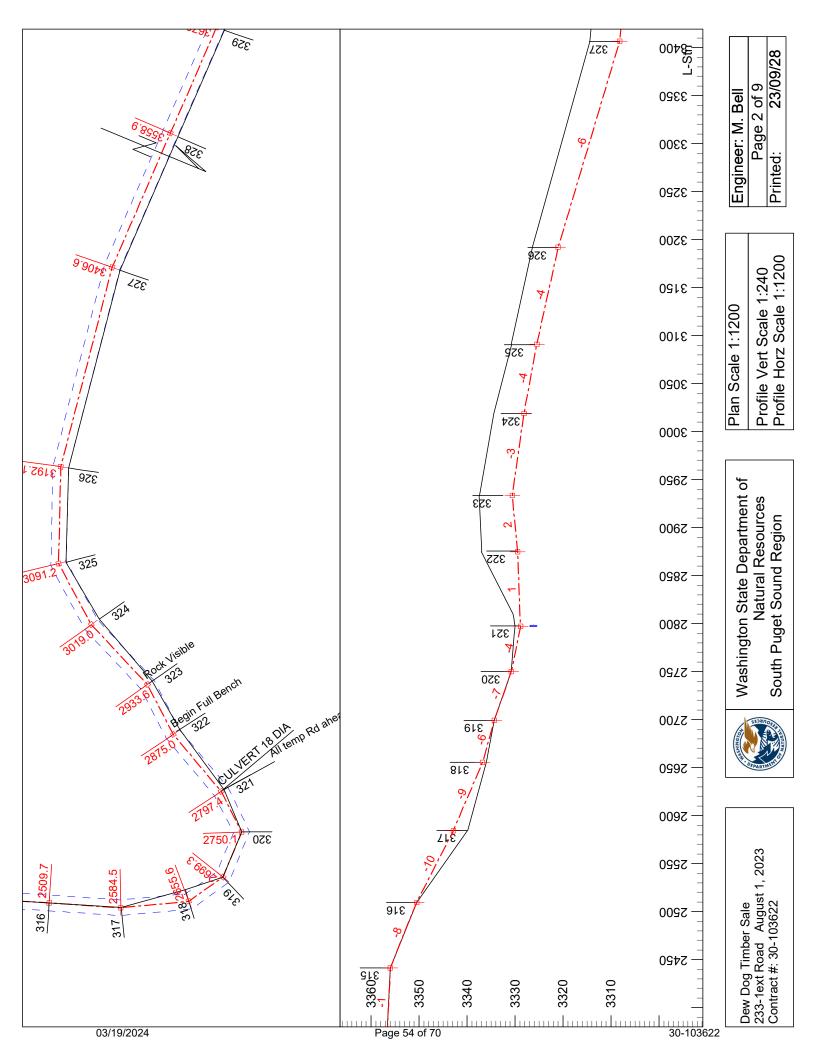


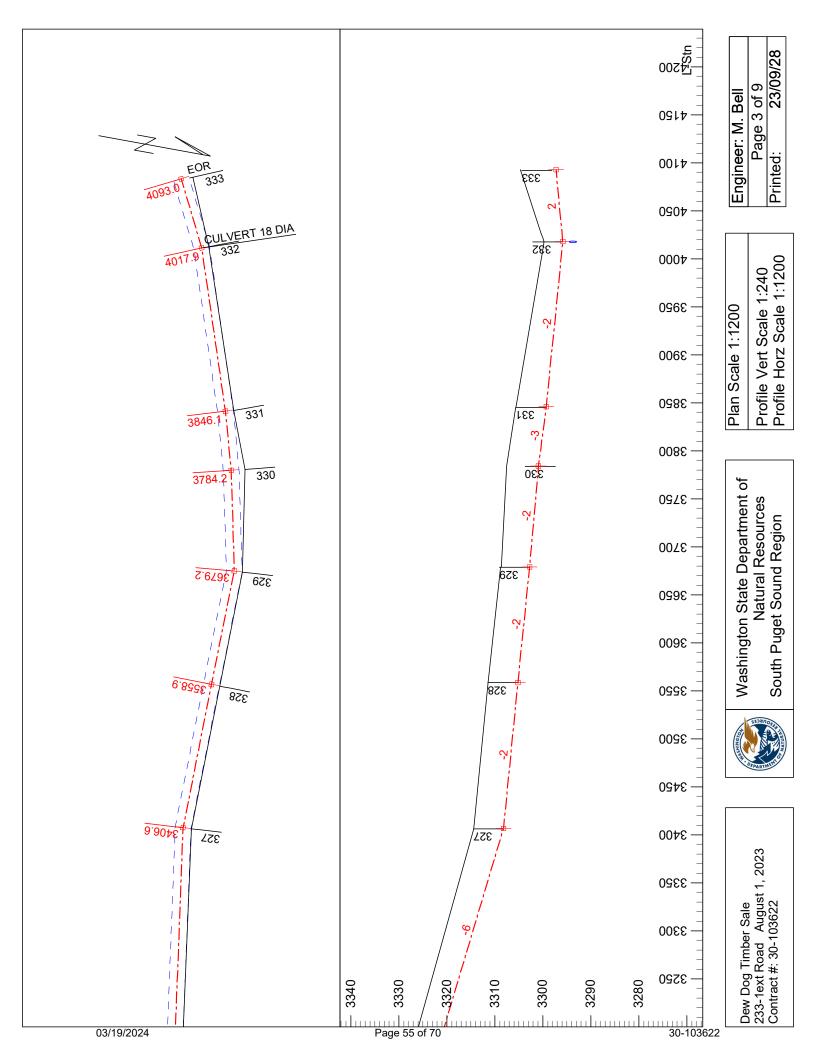


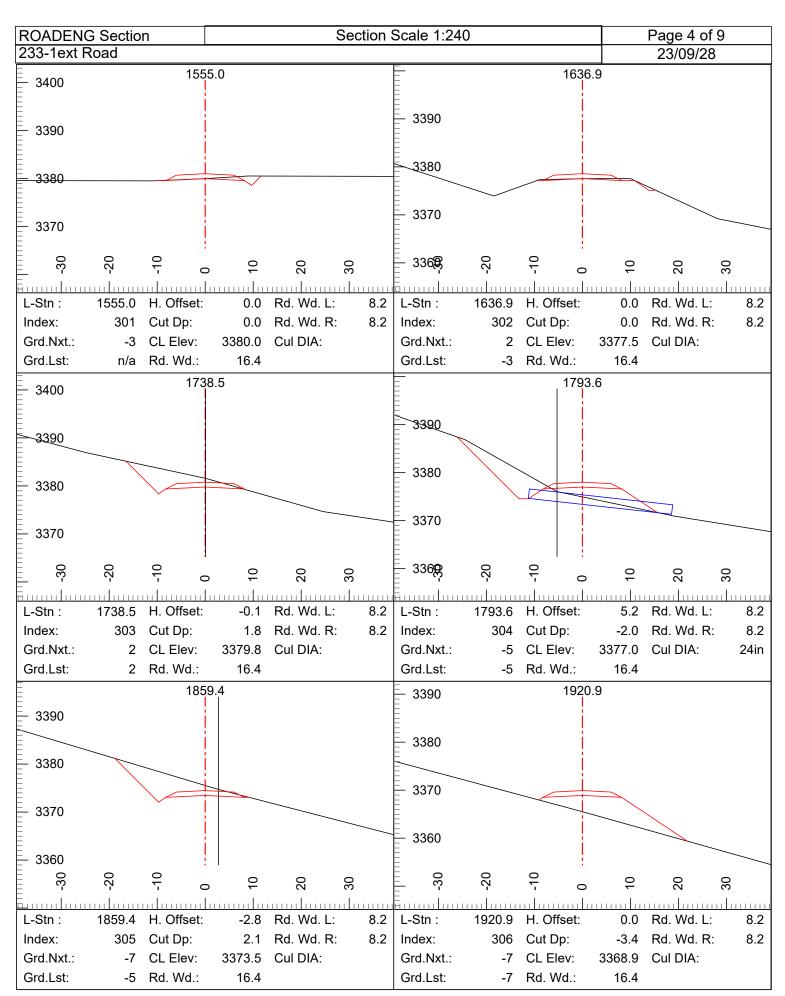


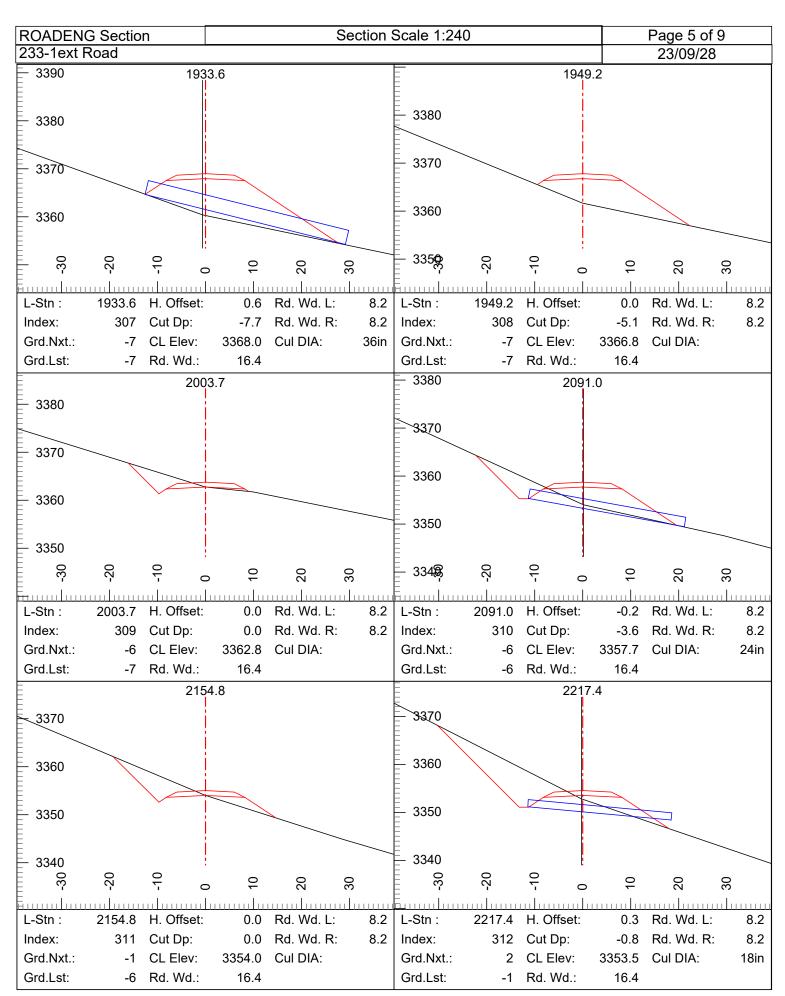


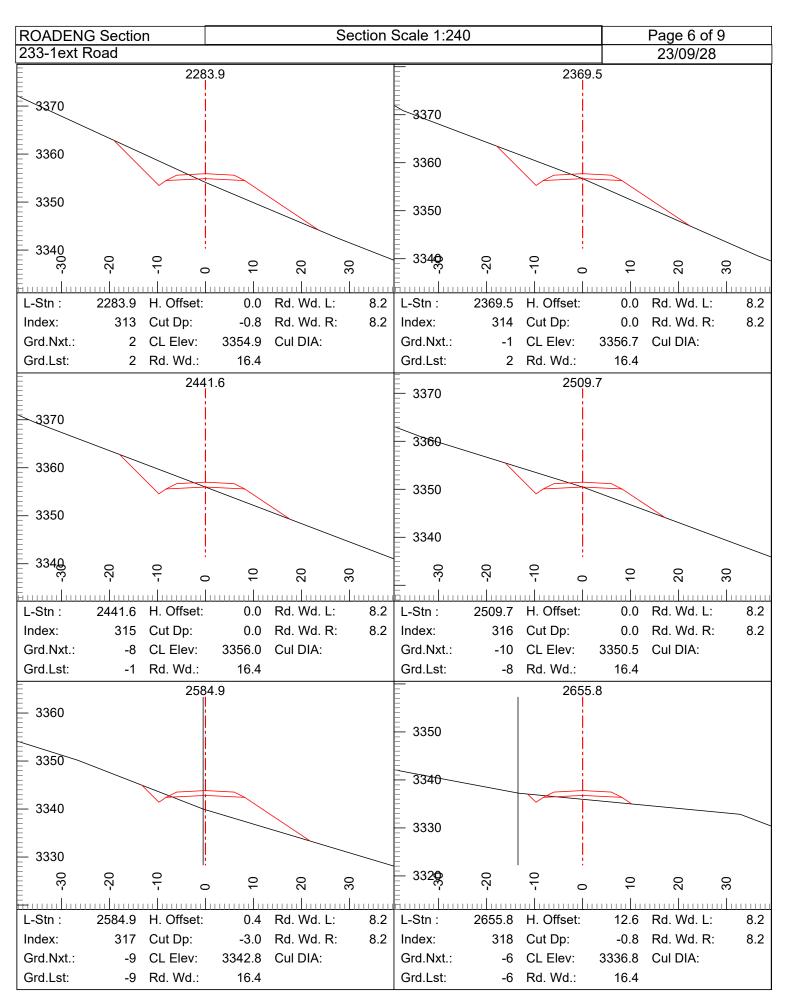


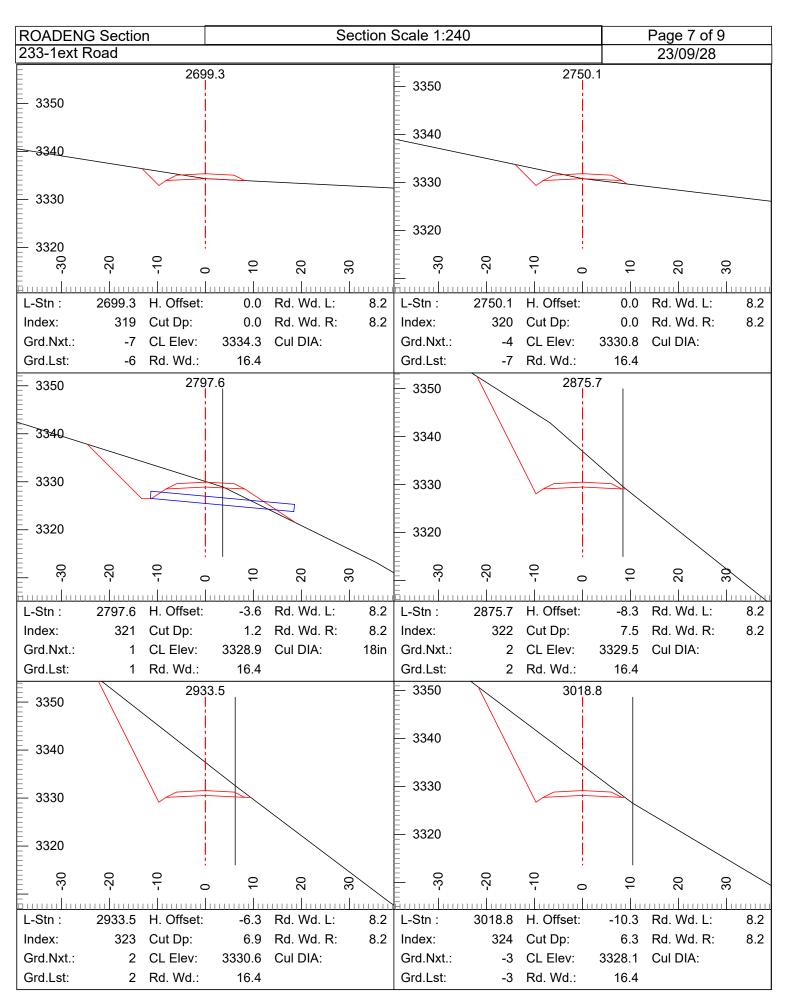


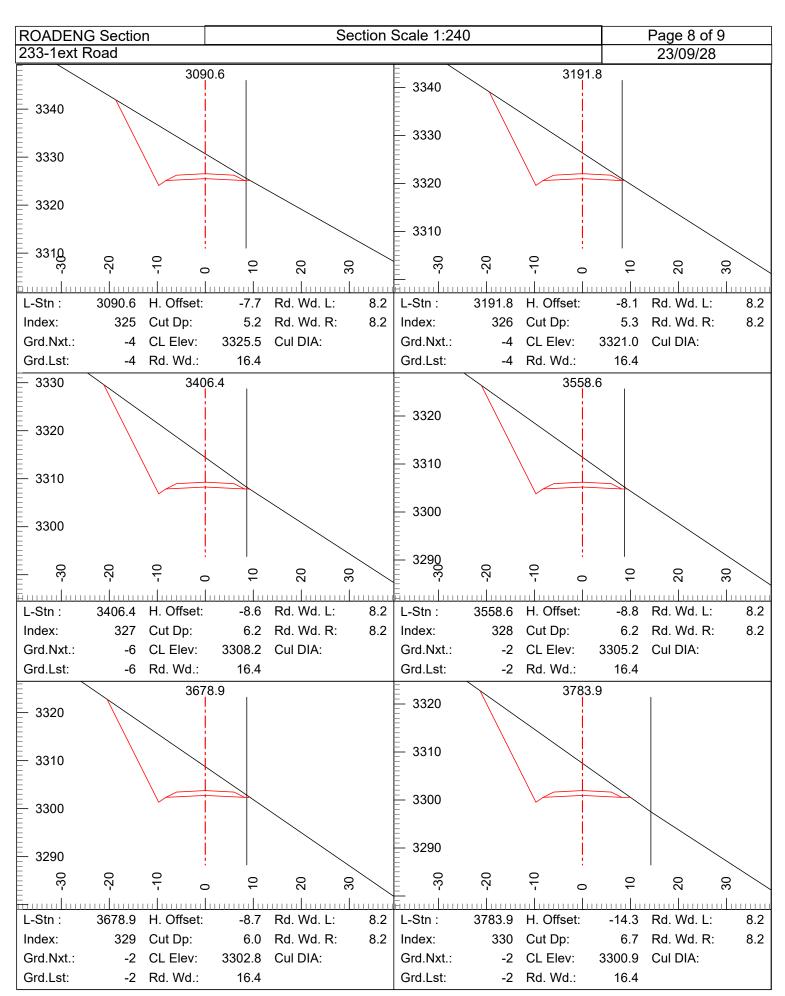


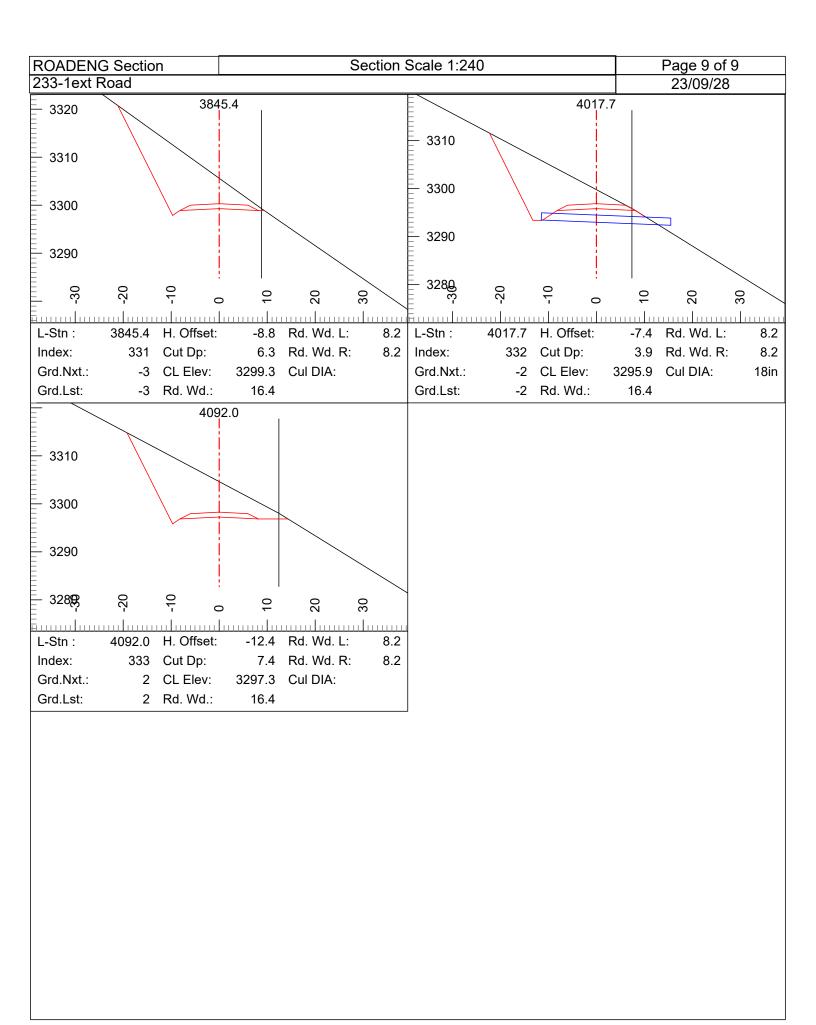


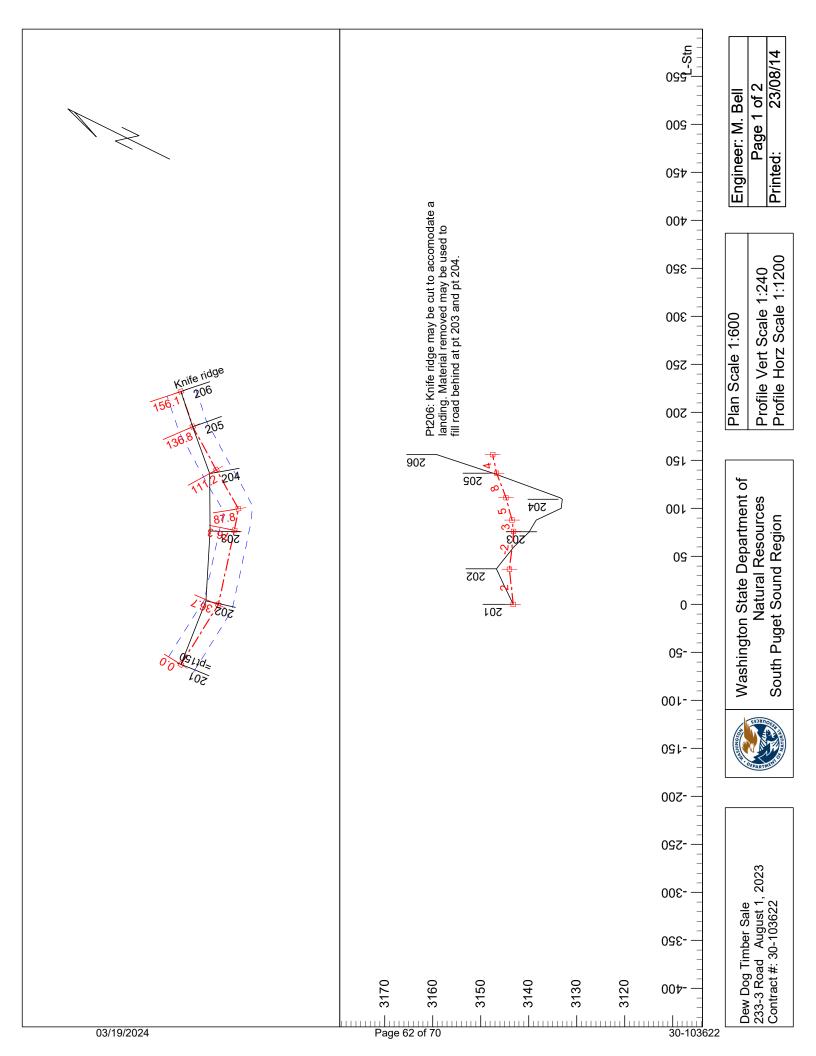




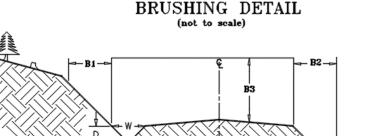








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BRUSHING LIST

Road Number	Road Width (feet)	Ditch		Brushing Limits (feet)			Remarks	
		Width (feet)	Depth (feet)	(1331)			In addition to brushing	
		W	D	B1	B2	В3		
1	14	2	1	5	5	14		
2	14	2	1	5	5	14	Cut brush an extra 5 feet on the	
23	14	2	1	5	5	14	inside of curves to provide extra	
233 14		2	1	5	5	14	visibility on switchbacks and curves	
233-1	14	2	1	5	5	14		

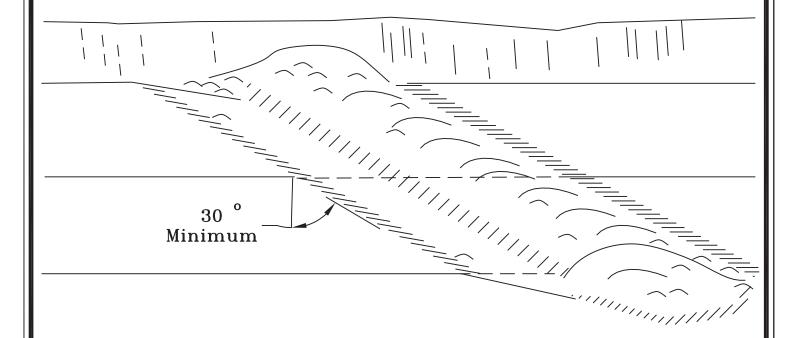
<u>B1</u> extends horizontally the specified distance in feet from the back of the ditch. <u>B2</u> extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits. Brush that is cut shall be removed to the downhill side of the road and placed such that it will not block ditches, ditch-outs, or drainage structures. Signs, culvert location markers, culverts or any other identification features damaged by brushing shall be replaced at the Purchasers expense. Stumps shall not be greater than 3 inches tall after brushing.

Drivable Water Bar Detail Cross Ditch 30° Minimum Cross Section at Centerline 36" Drivable Water Bar Detail

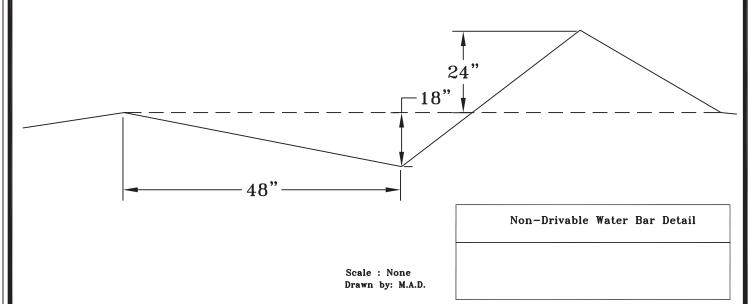
Scale: None Drawn by: M.A.D.

Non-Drivable Water Bar Detail

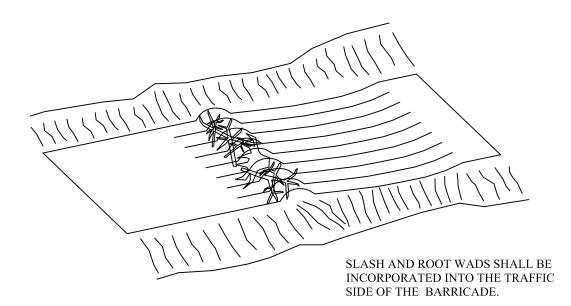
Cross Ditch



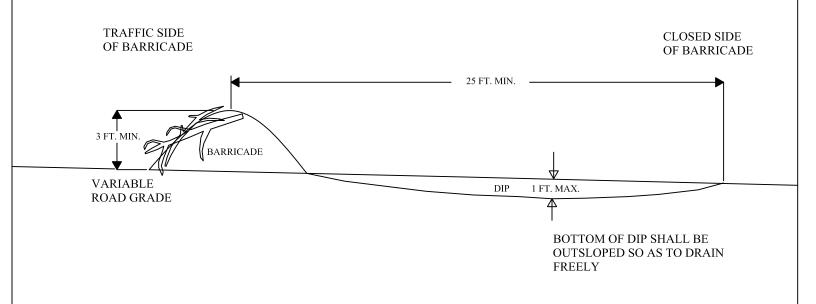
Cross Section at Centerline



BARRICADE DETAIL



PLAN VIEW



PROFILE VIEW

Legal Description: NE ¼ Section 9 Township 14 North Range 06 East

Rock Pit Name: Donkey Pit

PIT DEVELOPMENT PLAN, pg 1 of 3

In addition to Clause 6-12 ROCK SOURCE SPECIFICATIONS, the following specifications apply:

See "Donkey Pit Plan Map, pg 3 of 3" drawing for additional information.

Quantity and Quality of ballast pit is not guaranteed by the State.

Overburden and Slash:

- Pile root wads and organic debris larger than one cubic foot in volume in clean, burnable piles in designated waste areas as shown as *Clearing Debris* on the attached map. Additional areas shall be approved by the Contract Administrator.
- Pile all reject rock and overburden away from pit working area as shown in the
 Overburden Waste Area. Waste shall be compact in lifts not to exceed 2 ft by routing
 equipment over the entire area. Waste shall not be placed against standing timber.
- Overburden and organic debris shall be kept separate.

Oversize:

Any new oversize material shall not exceed 5% of the total mined for the sale within this rock source. Oversize material is defined as rock fragments larger than 2 feet in any dimension.

Rock Crushing and Crushed Stockpile:

 Prior and during crushing operations the Contract Administrator will approve the rock used for crushing.

Specifications:

- A minimum stripping width of 20 feet must be maintained from all pit faces and at the termination of operations pit shall be left in said condition. No undercutting shall be permitted.
- Pit floor shall not be lowered without written approval from the Contract Administrator.
- Pit floor shall be sloped to allow drainage. No ponding will be allowed.
- Maximum face height shall not exceed 30 feet in height.
- Working bench width shall be a minimum of 15 feet.

Legal Description: NE ¼ Section 9 Township 14 North Range 06 East

Rock Pit Name: Donkey Pit

PIT DEVELOPMENT PLAN, pg 2 of 3

End of Use:

- At the termination of use, rock pit face shall have a maximum backslope of 1/2V:1H.
- At the termination of use, all overburden shall have a maximum backslope of 1 ½: 1.
- At the completion of operations, the working rock face shall be scaled to remove loose rock.
- At the completion of operations, the site shall be cleared of all temporary structures, equipment, and rubbish, and shall be left in a neat and presentable condition.
- At the completion of operations, all access roads to the top of the pit shall be blocked.
- At the completion of operations, Contractor shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan.

Modification Date: hadm490 8/23/2023

Prepared By: hadm490

SUMMARY - ROAD DEVELOPMENT COSTS

(COSTS ARE ESTIMATES ONLY & ARE NOT GUARANTEED BY THE STATE OR PART OF THE ROAD PLAN.)

SALE/PROJECT NAME: **Dew Dog** CONTRACT NUMBER: **30-103622**

TYPE:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	73.91	0.00	525.10
AVG. SIDESLOPE:	47	0	
CLEARING AND GRUBBING:	\$19,008	\$0	
EXCAVATION AND FILL:	\$134,383	\$0	_
MISC. MAINTENANCE:	\$134,363	\$0	\$14,686
ROCK TOTALS (Cu. Yds.):			
Bal	last: \$50,015	\$0	\$0
Surfac	ing: \$2,859	\$0	\$0
Riprap/Quarry Sp	alls: \$94	\$0	\$0
Stockp	iles:		\$0
CULVERTS AND FLUMES:	\$14,439	\$0	\$0
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$17,664	\$0	\$1,469
MOBILIZATION:	\$3,750	\$0	\$3,750
TOTAL COSTS:	\$242,212	\$0	\$19,904
COST PER STATION:	\$3,277	#DIV/0!	\$38

POST HAUL COSTS: \$3,708

NOTE1: This appraisal has no allowance for profit and risk.

TOTAL (All Roads) =	\$265,825
SALE VOLUME MBF =	4,963
TOTAL COST PER MBF =	\$53.56

Plans to be furnished by: Compiled by: M. Bell Date: 08/14/23

FORM 9-87(Rev. 05-03)

Cost_estimate_Dew Dog

