

TIMBER NOTICE OF SALE

SALE NAME: RICHMOND FIRE SALVAGE

AGREEMENT NO: 30-106277

AUCTION: June 13, 2024 starting at 10:00 a.m., COUNTY: Lewis

Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 30 miles west of Chehalis, WA

PRODUCTS SOLD

AND SALE AREA: All timber, except leave trees marked with yellow "Leave Tree Area" tags, trees marked

with blue paint, all down timber existing 5 years prior to the day of sale, all down timber

greater than 25 inches diameter, and snags bound by the following;

Unit 1, white "Timber Sale Boundary" tags and pink flagging and reprod;

All forest products above located on part(s) of Sections 26 and 27 all in Township 14

North, Range 5 West, W.M., containing 73 acres, more or less.

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

no: BVC-SFIFM-018227)

ESTIMATED SALE VOLUMES AND QUALITY:

	Avg]	Ring	Total			N	IBF by	Grade				
Species	DBH C	ount	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	23.3	8	3,238			68	307		2,281	520	57	5
Red alder	17.5		309						167	78	31	3
Hemlock	13.3		47						7	23	13	4
Maple	19.9		37						24		2	11
Redcedar	16.4		32							23	9	
Sale Total			3,663									

MINIMUM BID: \$1,266,000,00 BID METHOD: Sealed Bids

PERFORMANCE

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

EXPIRATION DATE: October 31, 2025 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$126,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

HARVEST METHOD: Cable, Shovel, and Cable-Assist. This sale is estimated to be 50 percent ground based

harvest and 50 percent cable based harvest systems. Ground-based yarding is restricted to sustained slopes of 45 percent or less; Self-leveling equipment restricted to sustained slopes of 60 percent or less; Cable-assist to sustained slopes of 75 percent or less. For

additional harvest requirements, refer to the H-140 clause in the contract.

ROADS: 28.40 stations of optional construction. 2.20 stations of optional reconstruction. 289.65

stations of required prehaul maintenance. 12.87 stations of abandonment.

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Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Jules Quarry located in Section 27, T14N, R5W W.M. 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.

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Jules Quarry Stockpile located at Station 166+60 on the L-3000 on state land at no charge to the Purchaser.

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

See Road Plan for further details.

ACREAGE DETERMINATION

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

cruise method.

FEES: \$62,271.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

SPECIAL REMARKS: This sale has approximately 68 MBF Peeler, 307 MBF SM DF, 673 MBF of High

Quality 2 Saw DF, 82 MBF of High Quality 3 Saw DF, see cruise for details.

Approximately 25 acres of the sale has been burned.

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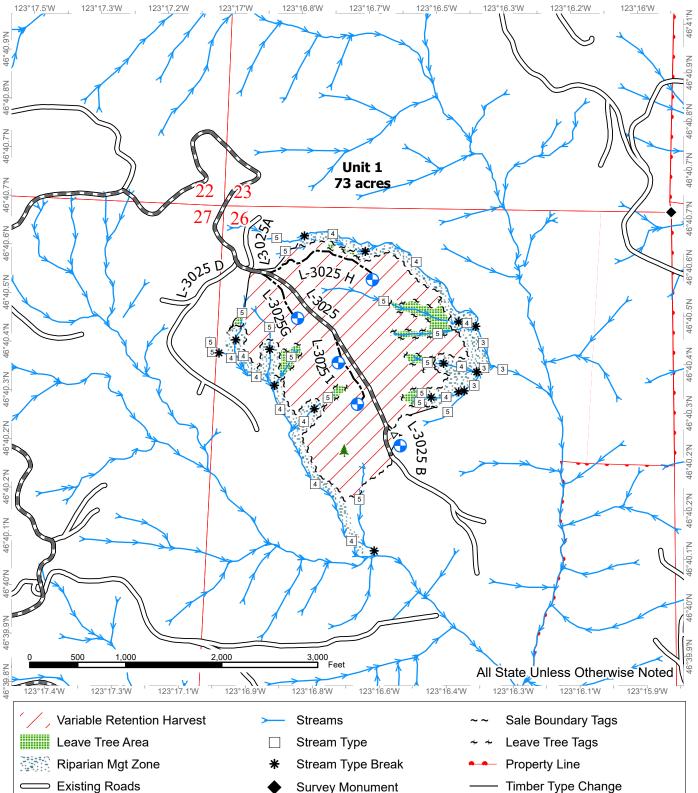
SALE NAME: RICHMOND FIRE SALVAGE REGION: Pacific Cascade Region

AGREEMENT #: None TOWNSHIP(S): T14R5W

TRUST(S): State Forest Transfer (1)

COUNTY(S): Pacific Cascade R

COUNTY(S): Lewis ELEVATION RGE: 840-1751



Landing - Proposed

Leave Tree Area <1/4-acre

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Required Pre-Haul Maintenance

=∆: Optional Pre-Haul Maintenance

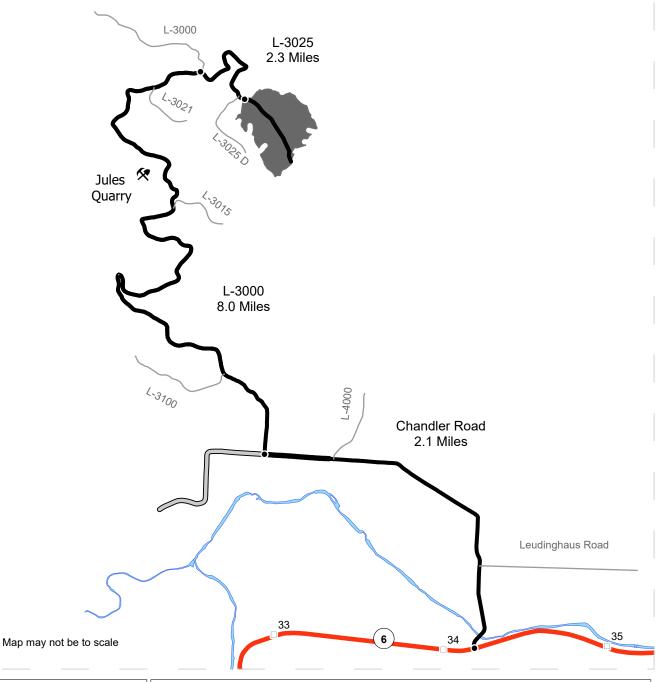
Optional Construction
Optional Reconstruction

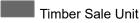
RICHMOND FIRE SALVAGE SALE NAME:

AGREEMENT#: 30-106277 TOWNSHIP(S): T14R5W

TRUST(S): State Forest Transfer (1) **REGION:** Pacific Cascade Region

COUNTY(S): Lewis ELEVATION RGE: 840-1751





Haul Route

Other Road

- Milepost Markers
- **Distance Indicator**

Ø Rock Pit

DRIVING DIRECTIONS:

From Highway 6, Between Milepost 34 and 35, turn north onto Chandler Rd and follow for approximately 2.1 miles.

Turn right (north) onto the L-3000 and follow for approximately 8 miles.
Turn right (east) onto the L-3025 and follow for approximately 2.3 miles to the unit

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-0106277

SALE NAME: RICHMOND FIRE SALVAGE

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 13, 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 leave trees marked with yellow "Leave Tree Area" tags, trees marked with blue paint, all down timber existing 5 years prior to the day of sale, all down timber greater than 25 inches diameter, and snags bound by the following;

Unit 1, white "Timber Sale Boundary" tags and pink flagging and reprod;

All forest products described above located on approximately 73 acres on part(s) of Sections 26, and 27 all in Township 14 North, Range 5 West W.M. in Lewis County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

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- G-031 Contract Term
 - Purchaser shall complete all work required by this contract prior to October 31, 2025.
- G-040 Contract Term Adjustment No Payment

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

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.
- G-051 Contract Term Extension Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

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

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

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

d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.

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- All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.
- e. Payment of \$1,035.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any

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threatened or endangered species, or the presence of their habitat, within the sale area.

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

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G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-066 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser.

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The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Advisory Group, shall be determined by the Contract Administrator. Added forest products shall be paid for at the following contract payment rates per Mbf Scribner log scale.

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

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

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

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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.

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

Purchaser shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

- 1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- 2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-

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payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased as deemed necessary by State of Washington, Department of Natural Resources, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

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

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

Employer's Liability "Stop Gap" Insurance. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

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writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

No rights or interest in this contract shall be assigned by Purchaser without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

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

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the State of any change of address.

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.

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- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Purchaser to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

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

G-250 Compliance with All Laws

Purchaser shall comply with all applicable statutes, regulations and laws, including, but not limited to; chapter 27.53 RCW, chapter 68.50 RCW, WAC 240-15 and WAC 296-54. Failure to comply may result in forfeiture of this contract.

G-260 Venue

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

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; L-3000, L-3025, L-3025B, L-3025G, L-

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3025H and L-3025I. 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 L-3000, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

Purchaser agrees to comply with the terms and conditions of the attached:

Easement #55-000197 between State and John Gluba dated 7/10/1961.

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:

Lease, including the terms and provisions thereof,

For: Minor Forest Products

In Favor of: DNR – Pacific Cascade Region Disclosed by Application No.: 35-CP0012

Granted: 10/17/2016 Expires: Indefinite

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 \$95,238.00. The total contract price consists of a \$0.00 contract bid price plus \$95,238.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

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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.

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-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

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:

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

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

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all units. The plan shall address the felling and yarding, 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.

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H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovel, cable or cable-assist. 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-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by purchaser.
- B. Ground based yarding equipment shall only operate during dry soil conditions.
- C. Track mounted machines with hydraulic boom and grapple will be allowed.
- D. Shovels must be large enough to pick up one end of the largest log 35 feet from machine.
- E. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent.
- F. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent.
- G. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.
- H. Cable assist operations will not be permitted on slopes over 75 percent.
- I. Cable-assist will only be allowed in areas where a written harvest plan has been provided to the CA and the CA has provided written approval for cable-assist logging to occur.

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

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H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. No Yarding will be permitted through or over areas identified to be potentially unstable on the FPA Slope Stability Form and all maps.

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

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.

H-240 Lop and Scatter

The tops of all felled trees shall be lopped and slash scattered away from leave trees.

H-250 Additional Falling Requirements

Within all units, all non-merchantable hardwood stems 2 inches DBH or 10 feet tall, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 1/30/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on L-3025, L-3025B, L-3025D, L-3025G, L-3025H and L-3025I 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 roads not listed in Clause C-050.

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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.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-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.

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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-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

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

S-110 Resource Protection

No ground based equipment may operate within 30 feet of any stream unless authority is granted in writing by the Contract Administrator.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup, and waste disposal.

Purchaser shall be responsible for restoring the site in the event of a spill 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

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from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

The following clauses provide for payments by Purchaser to the State for breaches of the terms of this contract other than failure to perform. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State, which will be caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

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

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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 harvest units.

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	Scott Sargent Pacific Cascade Region Manager
Print Name	I actific Cascade Region Manager
Date:	Date:

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

STATE OF)				
COUNTY OF						
On this	day of		, 20	_, before	me persor	nally
			to m		to be te corpora	
free and voluntar	within and foregoing instry y act and deed of the corpo I that (he/she was) (they we	oration, for the	uses and pu	rposes there	ein mentio	
IN WITNESS WI year first above w	HEREOF, I have hereunto ritten.	set my hand an	d affixed m	y official se	eal the day	and
		Notary	Public in ar	nd for the St	tate of	
		My apı	pointment ex	xpires		

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PRE-CRUISE NARRATIVE

Sale Name: Richmond Fire Salvage	Region: Pacific Cascade
Agreement #: 30-106277	District: Lewis
Contact Forester:Mark Smith Phone / Location: 360-827-1247	County(s): Lewis, Choose a county
Alternate Contact:Twyla Newby Phone / Location: 360-902-1714	Other information:

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	50%
Harvest System: Downhill Cable Click here to enter text.	50%
Enter % of sale acres	

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal		osal	Dedu		rom Gro	ss Acres es)	cres	Acreage
Harve st R/W or RMZ WMZ	Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Propos Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acr	Determinatio n (List method and error of closure if applicable)
1	Sec 26 T14R05W	01	106.2	22.9	7.3	3.5		72.5	GPS (Trimble)
TOTAL ACRES			106.2	22.9	7.3	3.5		72.5	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
			8 leave trees per acre
			(clumped &
			scattered) are
			bounded by yellow
	Unit 1 is VRH unit, the south west and		"Leave Tree Area"
	north east boundaries are marked with		tags with pink
	white "Timber Sale Boundary" tags and		flagging, individual
	pink flagging. The North West and South		leave trees are
	east boundaries are a timber time change		marked with a single
1	(reprod)		band of blue paint.

OTHER PRE-CRUISE INFORMATION:

		<u> </u>	
Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WRC		See Logging Plan Map
TOTAL MBF	3,663		

REMARKS:

This is a salvage sale following a low intensity fire caused by lightning. Cruise report states "Fir boles display good form. Some contain high quality and/or pole segments."

Prepared By: Mark Smith	Title: State Lands Forester	CC: Twyla Newby
Date: 10/02/23		

Timber Sale Cruise Report Richmond Fire Salvage

Sale Name: RICHMOND FIRE SALVAGE

Sale Type: LUMP SUM Region: PACIFIC CASC

District: LEWIS

Lead Cruiser: AMDouglas
Other Cruisers: BEWarnstadt

Cruise Narrative:

Location:

Richmond Fire Salvage is located 7 miles north of Pe Ell, WA. Access is provided by State Route 6, Chandler Road, and L-3000 forest roads. The L-3025 road transects the sale.

Cruise Design:

76 Variable Radius Plots were used to tally 362 trees. 208 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:

Approximately 25 acres in the south-southwest corner of the unit burned in August 2023. Burning was limited to the understory in most places. A majority of Douglas-firs survived. Scorch marks on boles are mostly one-sided and under 20'.

The entire east side of the unit (east of L-3025) experienced no fire.

Timber appears to have been naturally regenerated. Composition is Douglas-fir with pockets of mature red alder.

Fir boles display good form. Some contain high quality and/or pole segments. Alder diameters average large, but some contain extensive rot.

Logging and Stand Conditions:

Topography ranges from moderate-steep slopes. Projected harvesting methods are 50% ground-based, 50% cable. Unburned parts of the sale contain sword fern and other shrubs. Dense thickets of vine maple are scattered about. Most burned parts of the sale are clear or contain dead un-consumed brush.

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	23.3	7.5		3,239	68	307	2,281	520	57	5	
RA	17.5			309			167	78	61	3	
WH	13.3			47			7	23	13	4	
MA	19.9			38			24		2	11	
RC	16.4			31				23	9		
ALL	20.6	7.5		3,663	68	307	2,479	644	142	23	

Timber Sale Notice Weight (tons)

	Tons by Grade										
Sp	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility				
DF	21,354	328	1,749	14,254	4,503	482	37				
RA	2,522			1,179	606	716	21				
WH	469			51	242	147	29				
RC	387				282	105					
MA	367			208		44	115				
ALL	25,098	328	1,749	15,692	5,632	1,494	203				

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	_		V-BAR SE (%)		
259.3	5.1	188.9	2.8	48,976	5.8

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
RICHMOND FIRE SALVAGE	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	74.8	83.8	76	39	0
All		74.8	83.8	76	39	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	DEAD	2 SAW	Domestic	20.4	40	300	248	17.2	129.1	18.6
DF	DEAD	3 SAW	Domestic	10.6	27	21	21	0.0	13.7	1.5

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	17.2	40	20,534	18,979	7.6	8,894.2	1,419.7
DF	LIVE	2 SAW	HQ-A	14.3	40	493	480	2.6	254.6	35.9
DF	LIVE	2 SAW	HQ-B	18.0	40	8,949	8,523	4.8	3,906.6	637.5
DF	LIVE	2 SAW	Pole	14.8	40	2,265	2,265	0.0	1,069.7	169.4
DF	LIVE	3 PEELER	HQ-A	26.3	37	925	912	1.3	327.8	68.2
DF	LIVE	3 SAW	Domestic	8.8	37	5,551	5,322	4.1	3,606.2	398.1
DF	LIVE	3 SAW	HQ-B	10.3	40	1,119	1,093	2.3	622.7	81.7
DF	LIVE	3 SAW	Pole	9.5	39	519	519	0.0	260.1	38.8
DF	LIVE	4 SAW	Domestic	5.6	26	770	761	1.1	482.1	56.9
DF	LIVE	CULL	Cull	7.7	5	145	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	19.3	40	4,169	4,111	1.4	1,749.4	307.5
DF	LIVE	UTILITY	Pulp	6.1	13	68	68	0.0	37.4	5.1
MA	DEAD	CULL	Cull	5.0	7	3	0	100.0	0.0	0.0
MA	DEAD	UTILITY	Pulp	11.0	30	111	111	0.0	61.9	8.3
MA	LIVE	2 SAW	Domestic	13.6	31	397	323	18.5	207.9	24.2
MA	LIVE	4 SAW	Domestic	7.3	29	52	32	37.3	43.6	2.4
MA	LIVE	CULL	Cull	10.5	22	93	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	5.0	34	39	39	0.0	53.5	2.9
RA	LIVE	2 SAW	Domestic	14.2	30	2,468	2,226	9.8	1,178.8	166.5
RA	LIVE	3 SAW	Domestic	10.7	30	1,169	1,049	10.3	605.9	78.4
RA	LIVE	4 SAW	Domestic	6.5	31	909	816	10.3	716.3	61.0
RA	LIVE	CULL	Cull	7.0	15	145	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.0	17	37	37	0.0	21.2	2.7
RC	LIVE	3 SAW	Domestic	9.6	38	359	304	15.4	281.7	22.7
RC	LIVE	4 SAW	Domestic	5.2	27	122	115	5.4	104.8	8.6
RC	LIVE	CULL	Cull	5.6	7	11	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	22.6	40	107	91	15.0	51.3	6.8
WH	LIVE	3 SAW	Domestic	8.9	40	339	302	11.0	242.1	22.6
WH	LIVE	4 SAW	Domestic	5.0	25	180	172	4.2	146.8	12.9
WH	LIVE	CULL	Cull	5.0	6	4	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	11.0	21	59	59	0.0	28.9	4.4

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.5	13	48	0.0	27.0	3.6
DF	5 - 7	LIVE	Cull	5.8	6	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	6.2	32	1,885	3.5	1,287.7	141.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	7.2	38	97	0.0	57.1	7.3
DF	8 - 11	LIVE	Cull	9.6	4	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.6	36	4,183	3.9	2,793.7	312.9
DF	8 - 11	LIVE	HQ-B	10.3	40	1,093	2.3	622.7	81.7
DF	8 - 11	DEAD	Domestic	10.6	27	21	0.0	13.7	1.5
DF	8 - 11	LIVE	Pulp	10.7	13	20	0.0	10.3	1.5
DF	8 - 11	LIVE	Pole	10.8	40	422	0.0	203.0	31.6
DF	12 - 15	LIVE	Cull	12.0	6	0	100.0	0.0	0.0
DF	12 - 15	LIVE	HQ-B	13.7	40	1,598	4.1	860.1	119.5
DF	12 - 15	LIVE	Pole	13.9	40	1,295	0.0	632.6	96.8
DF	12 - 15	LIVE	Domestic	14.1	39	4,654	6.4	2,469.8	348.1
DF	12 - 15	LIVE	HQ-A	14.3	40	480	2.6	254.6	35.9
DF	16 - 19	LIVE	Pole	17.0	40	971	0.0	437.1	72.6
DF	16 - 19	DEAD	Domestic	17.1	40	86	13.2	42.4	6.4
DF	16 - 19	LIVE	Domestic	17.7	40	6,996	8.2	3,279.2	523.3
DF	16 - 19	LIVE	HQ-A	17.9	40	2,164	1.7	962.0	161.9
DF	16 - 19	LIVE	HQ-B	18.2	40	2,134	3.4	953.7	159.6
DF	20+	LIVE	HQ-B	22.2	40	4,791	5.6	2,092.8	358.4
DF	20+	LIVE	Cull	22.3	5	0	100.0	0.0	0.0
DF	20+	LIVE	HQ-A	22.9	39	2,859	1.2	1,115.2	213.8
DF	20+	LIVE	Domestic	23.3	40	7,343	7.7	3,152.1	549.3
DF	20+	DEAD	Domestic	23.7	40	163	19.1	86.7	12.2
MA	5 - 7	DEAD	Cull	5.0	7	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Pulp	5.0	34	39	0.0	53.5	2.9
MA	5 - 7	LIVE	Cull	6.0	23	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	7.1	27	19	38.6	25.4	1.4
MA	5 - 7	DEAD	Pulp	7.7	30	20	0.0	18.4	1.5
MA	8 - 11	LIVE	Domestic	8.1	36	14	35.4	18.2	1.0
MA	12 - 15	LIVE	Domestic	13.1	30	234	18.9	151.6	17.5
MA	12 - 15	DEAD	Pulp	14.3	30	90	0.0	43.5	6.8
MA	16 - 19	LIVE	Domestic	16.8	40	89	17.5	56.2	6.7
MA	16 - 19	LIVE	Cull	18.6	20	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Pulp	5.0	17	37	0.0	21.2	2.7
RA	5 - 7	LIVE	Domestic	5.9	31	559	12.6	514.0	41.8
RA	5 - 7	LIVE	Cull	6.0	12	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Cull	9.2	24	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Domestic	10.2	30	1,305	9.3	808.3	97.6
RA	12 - 15	LIVE	Domestic	13.8	30	1,743	9.8	940.8	130.4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	16 - 19	LIVE	Domestic	17.0	30	483	9.7	238.0	36.1
RC	5 - 7	LIVE	Cull	5.3	7	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	5.4	30	177	4.1	165.4	13.2
RC	8 - 11	LIVE	Cull	10.1	2	0	100.0	0.0	0.0
RC	8 - 11	LIVE	Domestic	10.1	37	102	21.8	109.9	7.6
RC	12 - 15	LIVE	Domestic	13.7	38	85	8.2	70.2	6.4
RC	20+	LIVE	Domestic	21.3	40	55	25.0	41.0	4.1
WH	5 - 7	LIVE	Cull	5.0	6	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	5.1	27	214	3.4	170.9	16.0
WH	8 - 11	LIVE	Domestic	9.7	40	259	12.5	218.0	19.4
WH	8 - 11	LIVE	Pulp	11.0	21	59	0.0	28.9	4.4
WH	20+	LIVE	Domestic	22.6	40	91	15.0	51.3	6.8

Cruise Unit Report RICHMOND FIRE SALVAGE

Unit Sale Notice Volume (MBF): RICHMOND FIRE SALVAGE

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	23.3	7.5		3,239	68	307	2,281	520	57	5
RA	17.5			309			167	78	61	3
WH	13.3			47			7	23	13	4
MA	19.9			38			24		2	11
RC	16.4			31				23	9	
ALL	20.6	7.5		3,663	68	307	2,479	644	142	23

Unit Cruise Design: RICHMOND FIRE SALVAGE

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	74.8	83.8	76	39	0

Unit Cruise Summary: RICHMOND FIRE SALVAGE

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	148	279	3.7	2
RA	31	52	0.7	0
WH	10	10	0.1	0
MA	7	9	0.1	0
RC	12	12	0.2	0
ALL	208	362	4.8	2

Unit Cruise Statistics: RICHMOND FIRE SALVAGE

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	199.9	70.7	8.1	216.7	25.2	2.1	43,302	75.0	8.4
RA	37.2	169.1	19.4	110.8	26.9	4.8	4,127	171.3	20.0
WH	7.2	358.5	41.1	87.1	55.6	17.6	624	362.7	44.7
MA	6.4	364.0	41.8	78.3	43.8	16.5	505	366.6	44.9
RC	8.6	293.5	33.7	48.7	41.4	12.0	419	296.4	35.7
ALL	259.3	44.6	5.1	188.9	40.5	2.8	48,976	60.2	5.8

Unit Summary: RICHMOND FIRE SALVAGE

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	DEAD	CUT	1	ALL	34.0	110	141	164	155	5.5	0.1	0.7	0.1	11.6
DF	LIVE	CUT	147	ALL	23.4	99	127	45,662	43,146	5.5	66.7	199.1	41.2	3,227.3
MA	DEAD	CUT	1	ALL	20.0	70	81	77	56	27.2	0.3	0.7	0.2	4.2
MA	LIVE	CUT	6	ALL	19.9	58	71	617	449	27.2	2.7	5.7	1.3	33.6
RA	LIVE	CUT	31	ALL	17.5	65	81	4,728	4,127	12.7	22.3	37.2	8.9	308.7
RC	LIVE	CUT	12	ALL	16.4	39	49	492	419	14.9	5.9	8.6	2.1	31.3
WH	LIVE	CUT	10	ALL	13.3	44	55	689	624	9.4	7.4	7.2	2.0	46.7
ALL	LIVE	CUT	206	ALL	21.2	83	106	52,188	48,765	6.6	105.0	257.9	55.4	3,647.6
ALL	DEAD	CUT	2	ALL	24.3	80	96	241	211	12.4	0.4	1.4	0.3	15.8
ALL	ALL	ALL	208	ALL	21.2	83	106	52,429	48,976	6.6	105.4	259.3	55.7	3,663.4



			FPA/N No:	2942288			
	(II.)		Effective Date:	3/22/2024			
MAT	URALRE		Expiration Date:	3/22/2027			
Forest Practices Ap	plication/Notif	fication	Shut Down Zone:	655;.			
Notice of	Decision		EARR Tax Credit:	■ Eligible	☐ Non-eligible		
			Reference:	Richmond Fi	re Salvage		
				30-106277			
Decision							
☐ Notification Accepted	Operations shall	not begin before t	the effective date.				
■ Approved	This Forest Prac	ctices Application is	s subject to the cond	ditions listed be	low.		
☐ Disapproved	This Forest Prac	ctices Application is	s disapproved for th	e reasons liste	d below.		
☐ Withdrawn	Applicant has wi	ithdrawn the Fores	t Practices Applicat	ion/Notification	(FPA/N)		
□ Closed	All forest practic	es obligations are	met.				
FPA/N Classification			Number of Yea	ars Granted o	n Multi-Year Request		
☐ Class III ■ Class III	☐ Class IVG	☐ Class IVS	☐ 4 years	☐ 5 years			
Conditions on Approval/Re	easons for Disar	pproval					

Issued By: Eric	Weinke	Regio	on: Pacific Cascade Region
Title: Forest Pra	ctices Forester	Date:	3/22/2024
Copies to:	☐ Landowner, Timber Owner, and Ope	erator	
Issued in person:	■ LO ■TO ■ OP By: All	aha	Date: 3/22/2024

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 Pacific Cascade Region
Physical Address	Physical Address	Physical Address
1111 Israel Road, SW	1125 Washington Street, SE	601 Bond Rd
Suite 301	Olympia, WA 98504	Castle Rock WA 98611
Tumwater, WA 98501		
Mailing address	Mailing Address	Mailing Address
Post Office Box 40903	Post Office Box 40100	Post Office Box 280
Olympia, WA 98504-0903	Olympia, WA 98504-0100	Castle Rock, WA 98611-0280

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)

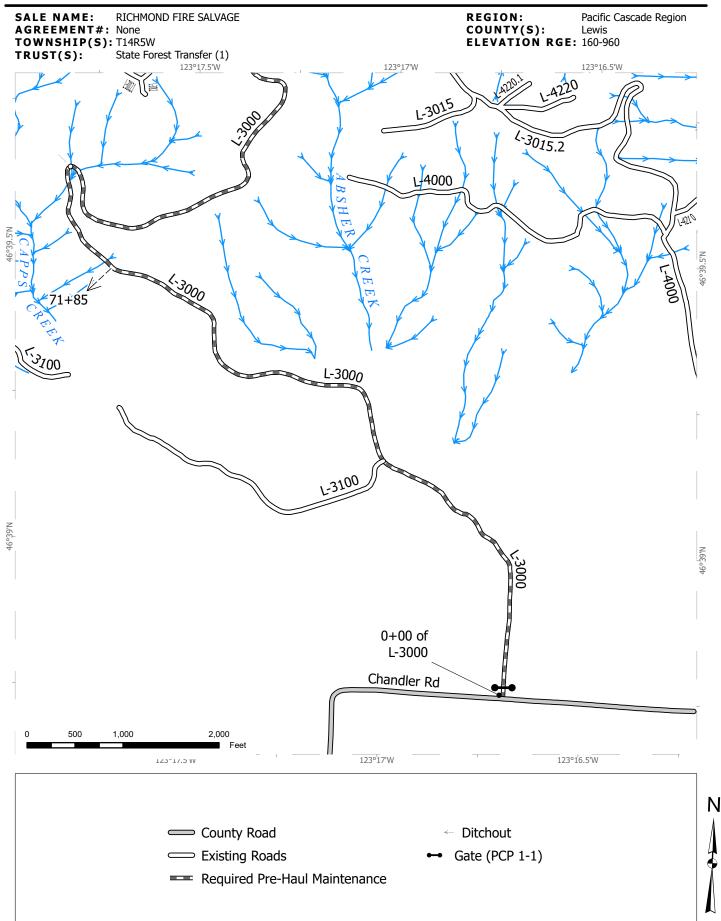
Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Woo Np) waters in Eastern Washington.

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.

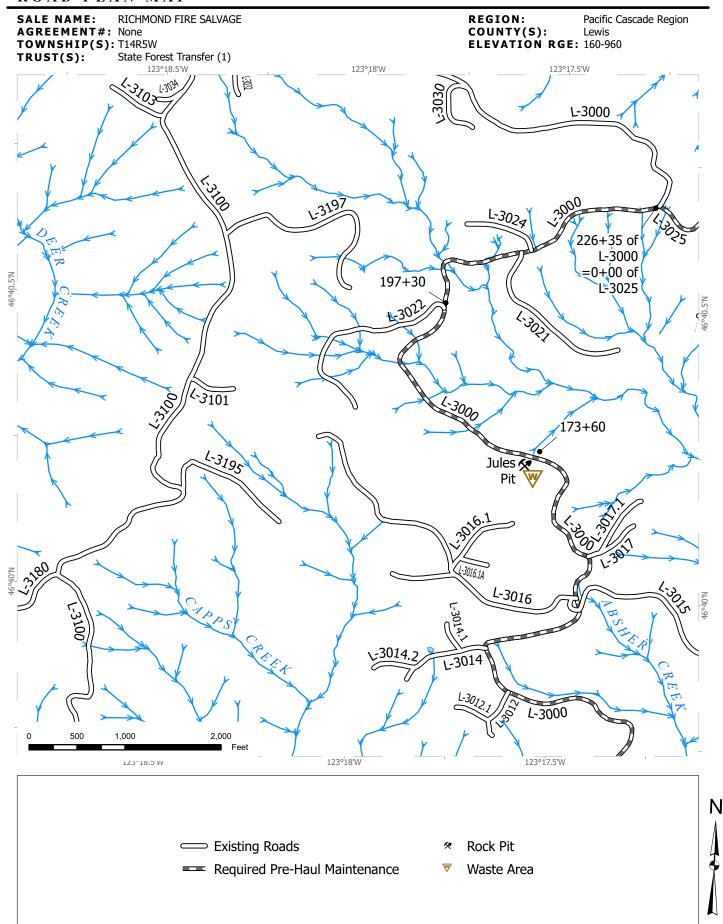
If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against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

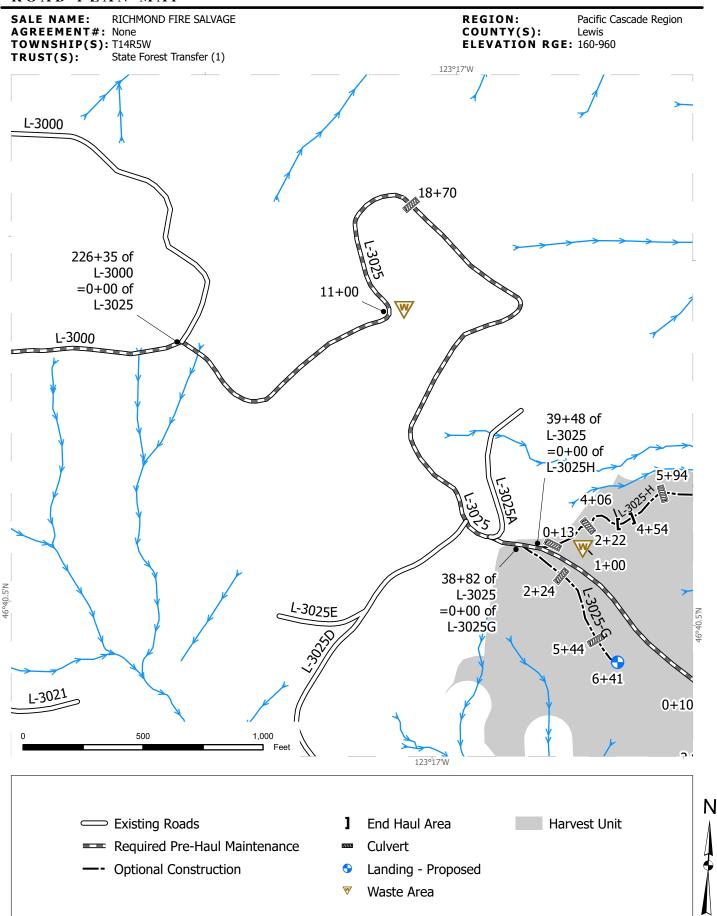
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

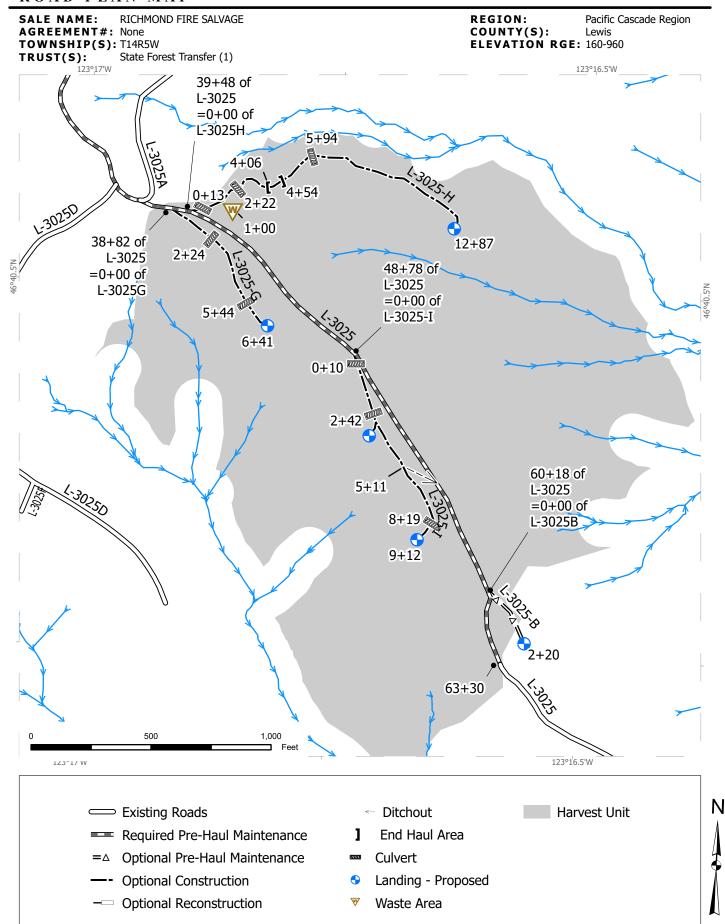
DNR Declaration of Mailing I._______ caused the Notice of Decision for FPA/N No. to be placed in the United States mail at Castle Rock, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct. Castle Rock, WA (Castle Rock, WA (City & State where signed) (Signature)



Prepared By: accc490 Modification Date: accc490 1/30/2024







Prepared By: accc490 Modification Date: accc490 1/30/2024

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

RICHMOND FIRE SALVAGE TIMBER SALE ROAD PLAN LEWIS COUNTY LEWIS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-106277 STAFF ENGINEER: G. GERRITSEN

DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 - SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

Road	<u>Stations</u>	<u>Type</u>
L-3000	0+00 to 226+35	Pre-Haul Maintenance
L-3025	0+00 to 63+30	Pre-Haul Maintenance

0-3 OPTIONAL ROADS

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

Road	<u>Stations</u>	<u>Type</u>
L-3025-B	0+00 to 2+20	Reconstruction
L-3025-G	0+00 to 6+41	Construction
L-3025-H	0+00 to 12+87	Construction
L-3025-I	0+00 to 9+12	Construction

0-4 CONSTRUCTION

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

RICHMOND FIRE SALVAGE 30-106277 FINALIZED DATE: JANUARY 30, 2024 Page 1 of 48

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>		
L-3000	0+00 to 226+35	Grade, compact graded surface		
	20+75 to 21+75	6" lift of 2 1/2 Inch Minus		
	20+25 to 22+25	Remove and Replace Sediment Fence		
	71+50	Ditchout Left		
	106+90 to 109+10	Brushing, Ditch Reconstruction		
	147+65 to 148+45	Brushing, Ditch Reconstruction		
	155+90 to 157+60	Brushing, Ditch Reconstruction		
	197+30	Add Energy Dissapater		
	198+30	20cy Spot Rock		
L-3025	0+00 to 63+30	Grading, Remove Berms		
	0+00 to 25+00	Brushing		
	10+55 to 18+70	Ditch Reconstruction		
	18+70	Install 18x30 Crossdrain		
	28+40	Clean Inlet and Outlet		
	28+75	Reconstruct Turnaround Left		
	38+40 to 46+20	Ditch Cleaning		

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. Rock source development will involve clearing, stripping, end haul and compaction of waste, drilling and shooting or ripping, and manufacture of rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING and is subject to the requirements of the ROCK SOURCE DEVELOPMENT PLAN.

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.

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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.
- Standard Details.
- 7. Road Plan maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

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1-15 ROAD MARKING

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

- Road centerline marked with construction stakes, orange flagging, orange paint and RPs for new construction.
- Road centerline marked with orange flagging, orange paint and RPs for reconstruction.
- Pre-haul maintenance marked with wooden stakes and/or painted trees, orange flagging and orange paint.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
L-3025-H	3+44 to 5+35	Slope Stakes and RP's

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction, drainage installation and subgrade compaction;
- Rock application and compaction.

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Activity</u>	<u>Closure Period</u>
Road work	October 1 st through April 30 th

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1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall comply with a maintenance plan to include further protection of state resources. Purchaser shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220.1 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 jaw run, pit run or native surface roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Surface or base stability problems persist.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

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2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
L-3000	0+00 to 226+35
L-3025	0+00 to 63+30

2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of the listed culverts and shall obtain written approval from the Contract Administrator before timber haul.

<u>Road</u>	<u>Stations</u>
L-3025	28+40

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET and CULVERT AND DRAINAGE SPECIFICATION DETAIL. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
L-3025	38+40 to 46+20

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2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Purchaser shall maintain the listed erosion control structures. Work must be completed before timber haul and must be done in accordance with the SEDIMENT FENCE INSTALLATION DETAIL and CULVERT AND DRAINAGE SPECIFICATION DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
L-3000	20+25 to 22+25	Remove and replace sediment fence
L-3000	197+30	Install outlet energy dissipator – 5cy

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

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 ROADSIDE BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
	106+90 to 109+10
L-3000	147+65 to 148+45
	155+90 to 157+60
L-3025	0+00 to 25+00

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

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

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

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3-10 GRUBBING

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

3-12 STUMP PLACEMENT

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

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all 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, and stumps that are larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET and ROADSIDE BRUSHING DETAIL.

3-21 DISPOSAL COMPLETION

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

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located within the cleared right-of-way or in natural openings as designated or at areas approved in writing by the Contract Administrator.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris in natural openings unless otherwise detailed in this road plan. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

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3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS or to a waste area located by the Contract Administrator.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

On the following roads, Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
L-3025-H	3+44 to 5+35

4-2 PIONEERING

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

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.
- 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 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-5 CUT SLOPE RATIO

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

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

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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>
L-3025-H	4+06 to 4+54	600cy

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Purchaser shall construct turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide. Location changes are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

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4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be disposed of as specified in Clause 4-36 DISPOSAL OF WASTE MATERIAL.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

Roa	<u>Stat</u>	<u>tions</u>	<u>Comments</u>
L-30	00 71	+85 Ditchout Le	eft, drain ponding area
L-302	25-1 5+	-11 D	itchout Right

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-37 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 at the discretion of the Contract Administrator.

Waste Area Location	<u>Station</u>	<u>Comments</u>
L-3000	173+60	See Jules Pit Development Plan for location
L-3025	11+00	Outside of Corner to NE
L-3025-H	1+00	Right side of road, outside of the clearing limits

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4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- 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 4 inches in any dimension.

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed 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.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

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5-1 REMOVAL OF SHOULDER BERMS

On the following road(s), Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

<u>Road</u>	<u>Stations</u>
L-3025	0+00 to 63+30

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 material and meet the specifications in Clauses 10-15 through 10-24.

5-6 CULVERT TYPE

Purchaser shall install culverts made of plastic in accordance with Clauses 10-15 through 10-24.

5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other roads must have new culverts installed. Purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation. Culverts must meet the specifications in Clauses 10-15 through 10-24.

<u>Road</u>	<u>Stations</u>
L-3025-H	0+00 to 12+87

5-10 CULVERT MARKER INSTALLATION

At all new permanent culvert installations, Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT MARKER INSTALLATION DETAIL.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, 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.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL 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.

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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.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE LIST. No placement by end dumping or dropping of rock is allowed. Energy dissipater installation is subject to approval by the Contract Administrator.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 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 on the CULVERT AND DRAINAGE LIST that specify the placement of rock. 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. No placement by end dumping or dropping of rock is allowed.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached NON-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.

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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 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	Rock Type
Jules Pit	NW ¼ SE ¼ T14R05W S27	Select Pit Run,
		Quarry Spalls

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove more than 30 cubic yards of 2 ½ Inch Minus rock. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	Rock Type	<u>Quantity</u>
Jules Pit	Sta. 166+60 L-3000	2 1/2 Inch Minus	30cy

6-5 ROCK FROM COMMERCIAL SOURCE

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

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 and 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 business days before starting any operations in the rock source.

<u>Source</u>	Rock Type
Jules Pit	Select Pit Run

6-22 FRACTURE REQUIREMENT FOR ROCK

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

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6-23 ROCK GRADATION TYPES

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

6-32 2 ½-INCH MINUS CRUSHED ROCK

% Passing 2 ½" square sieve
% Passing 2" square sieve
60 - 100%
% Passing 1" square sieve
% Passing U.S. #4 sieve
% Passing U.S. #200 sieve
15% maximum

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 SELECT PIT RUN ROCK

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 12 inches in any dimension. Select 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.

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurements 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 loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of spot rock, energy dissipaters, culvert backfill, and landing rock is on a cubic yard truck measure basis. Purchaser shall measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

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

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6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

SECTION 7 – STRUCTURES

7-5 STRUCTURE DEBRIS

Contractor shall not allow debris from the installation or removal of structures to enter any stream. Contractor shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately and placed in the site(s) designated for stockpiling or disposal. Contractor shall retrieve all material carried downstream from the jobsite.

7-57 CULVERT SHAPE CONTROL

Contractor shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure's rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Contractor shall modify the compaction method to achieve the appropriate end result.

SECTION 8 - EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 50 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

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8-15 REVEGETATION

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

<u>Road</u>	<u>Location</u>	Qty (lbs)*	<u>Type</u>	<u>Timing</u>
L-3025-H	All Stations	47		Concurrent with
			Grass Seed	Abandonment As directed by
Waste Areas	All Waste Areas	50		the Contract
Aicus				Administrator

^{*}Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the grass seed.

8-19 ASSURANCE FOR SEEDED AREA

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

8-25 GRASS SEED

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

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

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

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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>
L-3025-H	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.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
L-3025-H	0+00 to 12+87

9-22 LIGHT ABANDONMENT

- Remove road shoulder berms except as directed.
- 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, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with 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.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a
 4-inch deep layer of straw.

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SECTION 10 MATERIALS

10-6 GEOTEXTILE FOR SEDIMENT FENCE

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles are not allowed. Material must be free of defects, cuts, and tears.

	ASTM Test	<u>Requirements</u>
Туре		Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.>
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb in machine direction,
Grab tensile strength	D 4032	100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

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.

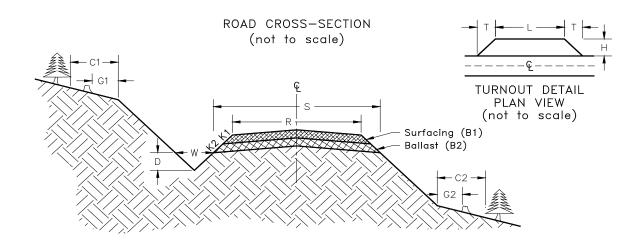
RICHMOND FIRE SALVAGE

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FINALIZED DATE: JANUARY 30, 2024

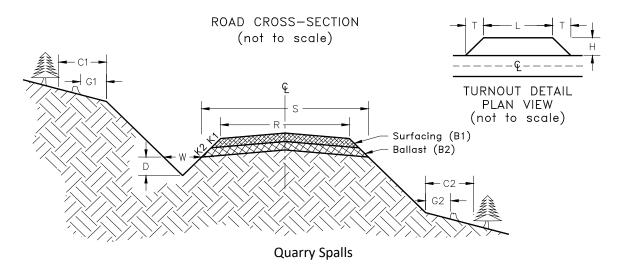
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TYPICAL SECTION SHEET



	From		Tolerance	Subgrade	Road	Ditch	Ditch	Crown	Grub	bing		
Road Number	Station	To Station	Class	Width	Width	Width	Depth	@ CL	Limits ft		Clearing Limit	
				ft	ft	ft	ft	in			ft	
				S	R	W	D		G1	G2	C1	C2
L-3000	0+00	226+35	Α	15	12	3	1	4	5	5	10	10
L-3025	0+00	63+30	Α	15	12	3	1	4	5	5	10	10
L-3025-B	0+00	2+20	С	15	12	3	1	4	0	0	10	10
L-3025-G	0+00	6+41	С	15	12	3	1	4	0	0	10	10
L-3025-H	0+00	12+87	С	15	12	3	1	4	5	5	10	10
L-3025-I	0+00	9+12	С	15	12	3	1	4	5	5	10	10

ROCK LIST

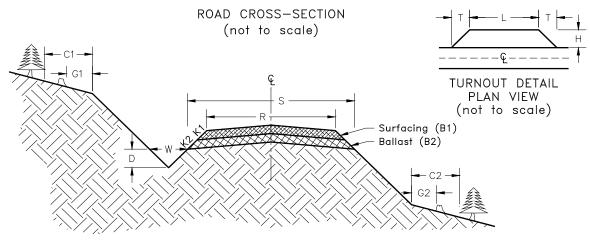


				Compacted	C.Y. per	# of				Turnout	_
Road	From		Rock	Rock Depth	Station or	Stations or	C.Y.				
Number	Station	To Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
			K2	B2				Jules Pit	L	Н	Т
L-3000	Culvert A	Armoring			1	0.5	0.5				
L-3025	Culvert A	Armoring			1	1.0	1				
L-3025-G	Culvert A	Armoring			1	2.0	2				
L-3025-H	Culvert A	Armoring			1	5.0	5				
L-3025-I	Culvert A	Armoring			1	3.0	3				

^{*}Optional Rock in accordance with 6-75

REQUIRED QUARRY SPALLS: 12 CY OPTIONAL QUARRY SPALLS: 0 CY

ROCK LIST



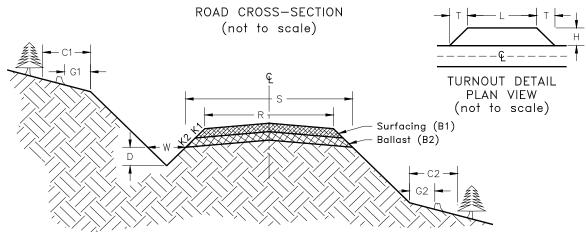
2 1/2 INCH MINUS ROCK

				Compacted	C.Y. per	# of				Turnout	
	From		Rock	Rock Depth	Station or	Stations or	C.Y.				
Road Number	Station	To Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
								Jules Pit			
			K1	B1				Stockpile	L	Н	Т
L-3000	20+75	21+75	1 1/2:1	6	30	1.00	30				
L-3000	Spot	Rock			20	1.00	20				

^{*}Optional Rock in accordance with 6-75

REQUIRED 2 1/2 INCH MINUS ROCK: ____50 CY

ROCK LIST



SELECT PIT RUN

				Compacted	C.Y. per	# of				Turnout	_
	From		Rock	Rock Depth	Station or	Stations or	C.Y.				
Road Number	Statio	n To Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
			K2	B2				Jules Pit	L	Н	T
L-3025-B	0+00	2+20	1 1/2:1	12	63	2.20	139				
	La	ndings			54	1	54				
L-3025-G	0+00	6+41	1 1/2:1	12	63	6.41	404				
	Turr	arounds			34	1	34				
	La	Landings			54	1	54				
L-3025-H	0+00	12+87	1 1/2:1	12	63	12.87	811				
	Turr	arounds			34	1	34				
	Τι	rnouts			19	1	19		40	10	25
	La	ndings			54	1	54				
L-3025-I	0+00	9+12	1 1/2:1	12	63	9.12	575				
	Turr	Turnarounds			34	2	68				
	Turnouts				19	1	19		40	10	25
	La	ndings			54	2	108				

^{*}Optional Rock in accordance with 6-75

REQUIRED SELECT PIT RUN: 2373 CY

CULVERT LIST

Road Number	Location	<u>Culvert</u>			Armoring (C.Y.)			<u>Backfill</u>	Bedding	<u>Inlet</u>	Remarks
Noad Number	Location			Type	Inlet Outlet Type		<u>Material</u>	Material	Marker	<u>Kemarks</u>	
L-3025	18+70	18	30	PD	0.5	0.5	QS	NT	NT	Υ	
L-3025-G	2+24	18	30	PD	0.5	0.5	QS	NT	NT	Υ	
L-3025-G	5+44	18	30	PD	0.5	0.5	QS	NT	NT	Υ	
L-3025-H	0+13	18	40	PD	0.5	0.5	QS	NT	NT	N	Temp
L-3025-H	2+22	18	30	PD	0.5	0.5	QS	NT	NT	N	Temp
L-3025-H	5+94	18	30	PD	0.5	0.5	QS	NT	NT	N	Temp
L-3025-H	8+48	18	30	PD	0.5	0.5	QS	NT	NT	N	Temp
L-3025-H	12+11	18	30	PD	0.5	0.5	QS	NT	NT	N	Temp
L-3025-I	0+10	18	40	PD	0.5	0.5	QS	NT	NT	Υ	
L-3025-I	2+42	18	30	PD	0.5	0.5	QS	NT	NT	Υ	
L-3025-I	8+19	18	30	PD	0.5	0.5	QS	NT	NT	Υ	
L-3000	197+30	0	0			0.5	QS			N	Outlet Energy Dissipator

Key:

QS - Quarry Spalls

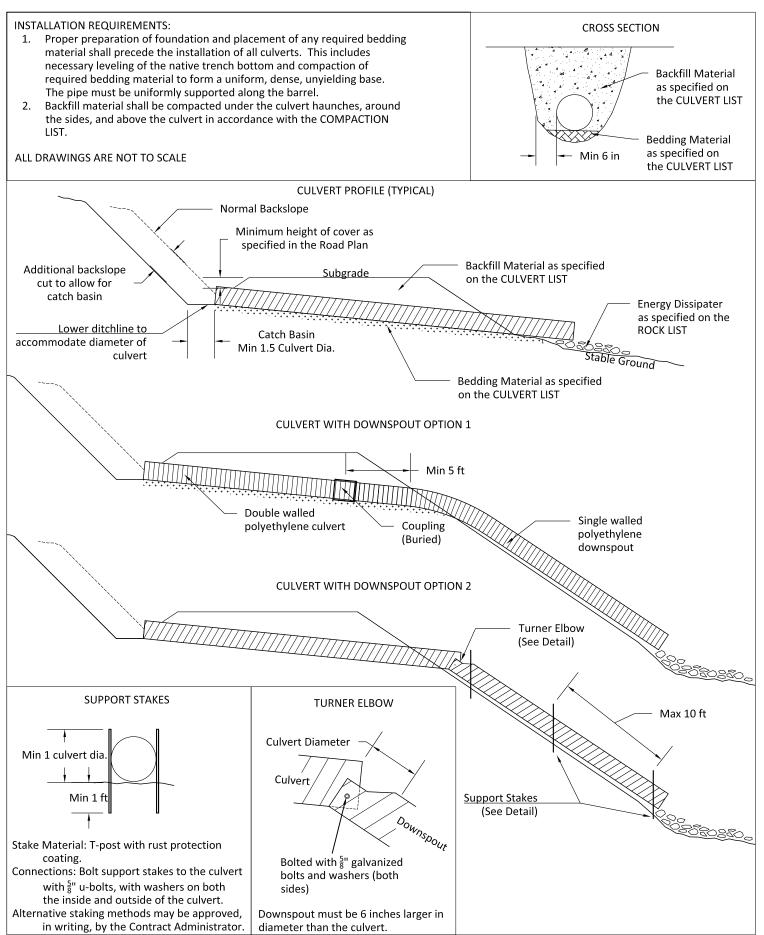
NT - Native (bank run)

PD - Polyethylene Pipe Double Wall

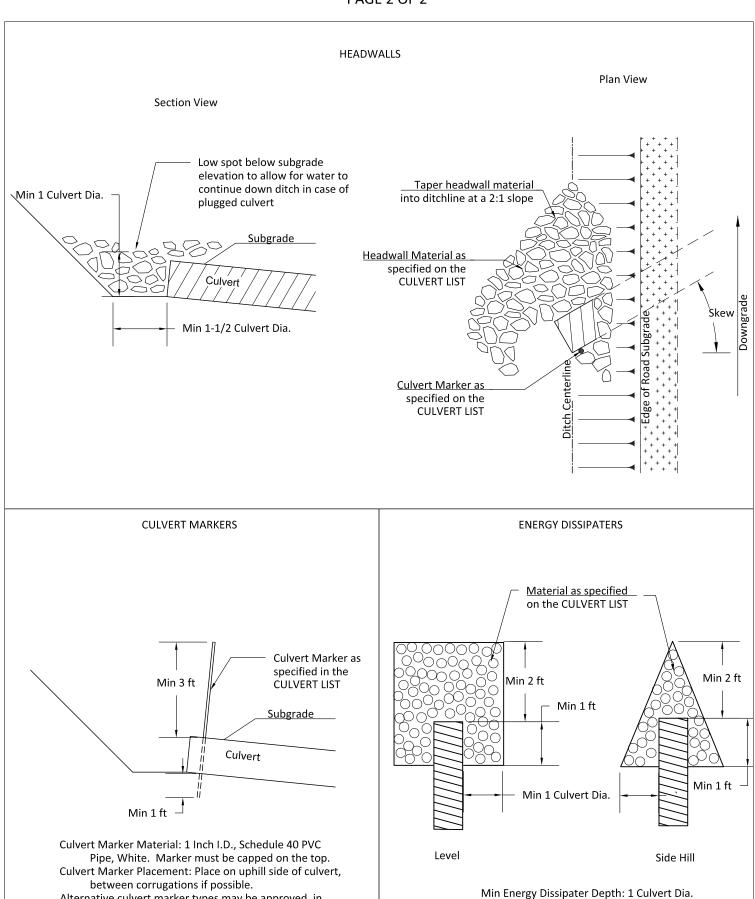
COMPACTION LIST

				Minimum		
		Max Depth		Equipment	Minimum	Maximum
		Per Lift		Weight	Number of	Operating
Road	Type	(inches)	Equipment Type	(lbs)	Passes	Speed (mph)
			Vibratory Smooth			
All Roads	Subgrade	12	Drum	14,000	4	3
			Vibratory Smooth			
All Roads	Fill	12	Drum	14,000	4	3
All Roads	Waste Area	24	Excavation	28,000	-	-
	Pre-haul		Vibratory Smooth			
All Roads	Surface	6	Drum	14,000	5	3
			Vibratory Smooth			
All Roads	Rock	12	Drum	14,000	3	3

CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2



Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

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

Surface

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

Drainage

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

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FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

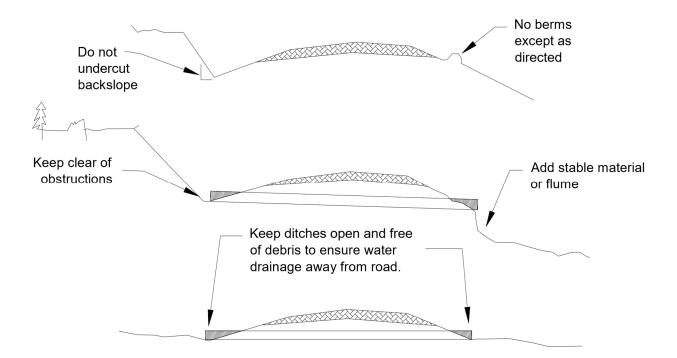
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

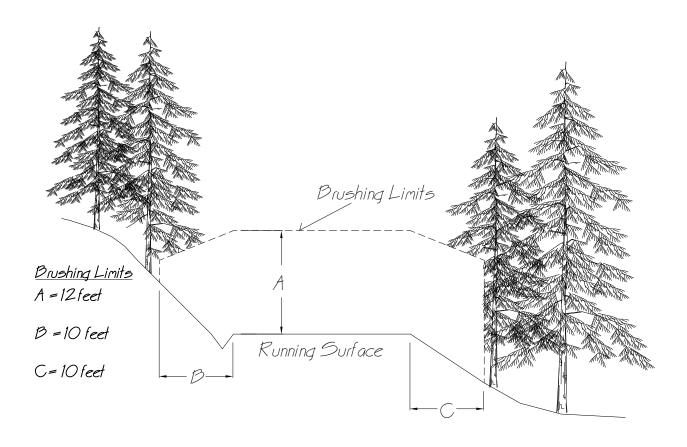
Debris

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



RICHMOND FIRE SALVAGE 30-106277 FINAL

ROADSIDE BRUSHING DETAIL



GENERAL NOTES

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

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

JULES PIT DEVELOPMENT PLAN

Section 27, Township 14 North, Range 05 West, W.M. Page 1 of 3

- 1. Development shall occur in Area A and proceed to Area B. Development in any other area must be approved in writing by Contract Administrator.
- 2. Rock exploration and/or similar will occur in the area shown on the map and as described in road plan clause 6-13.
- 3. All vegetation including stumps shall be cleared a minimum of 20 feet beyond the top of all working faces. Trees shall be cleared to a minimum of 3/4 of the height of the tallest tree adjacent to the pit.
- 4. Overburden shall be pushed or end hauled to the designated waste area and compacted. Minimal acceptable compaction is achieved by placing waste material in 2 foot or shallower lifts and routing excavation equipment over entire width of the lifts.
- 5. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the designated waste area.
- 6. Pit faces shall not exceed 25 feet in height and shall be sloped no steeper than 1/4:1.
- 7. Working bench width shall be a minimum of 20 feet.
- 8. The pit floor shall have continuity of slope, providing drainage to the north towards the L-3000 road at a minimum of 2 percent, unless otherwise approved in writing by Contract Administrator.
- 9. The location and amount of material to be placed in a stockpile are subject to approval of the Contract Administrator.
- Oversize material remaining in the rock source at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, oversize material shall be placed as directed by the Contract Administrator.

RICHMOND FIRE SALVAGE 30-106277 FINALIZED DATE: JANUARY 30, 2024 Page 32 of 48

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

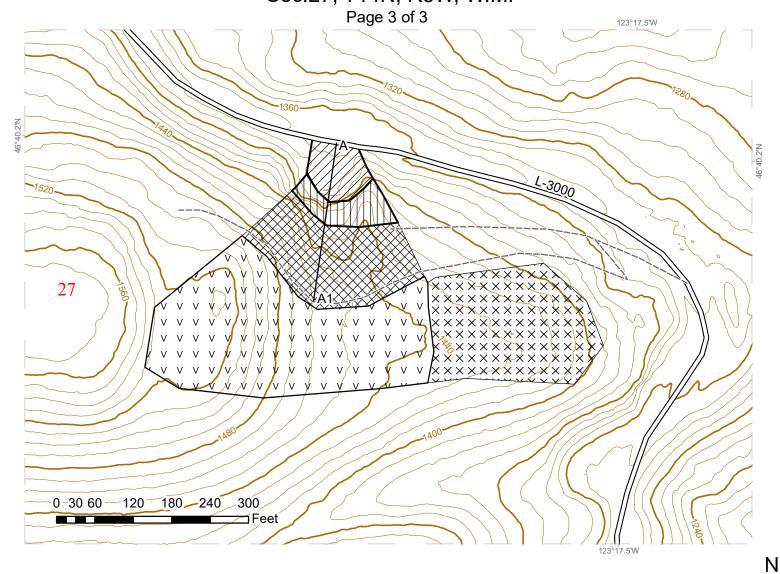
JULES PIT DEVELOPMENT PLAN

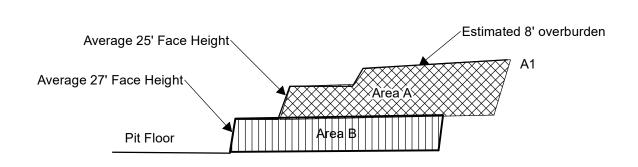
Section 27, Township 14 North, Range 5 West, W.M.
Page 2 of 3

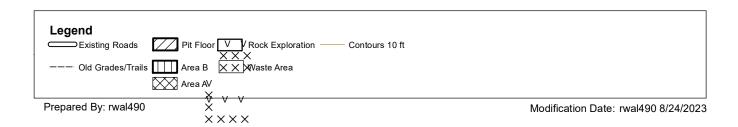
- 11. All operations shall be carried out in compliance with all regulations of:
 - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
 - b. Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- 12. The Operator shall submit an informational drilling and shooting plan to the Contract Administrator 10 working days prior to any drilling (Form # M-126PAC).
- 13. Upon completion of pit operations:
 - a. The pit floor shall be left in a smooth and neat condition. The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
 - b. All exposed soil in the waste area shall be grass seeded in accordance with Road Plan Clauses 8-15 REVEGETATION and 8-25 GRASS SEED.
 - c. Pit faces and walls shall be scaled and cleared of loose and overhanging material.
 - d. Benches and faces shall have safety berms constructed or access blocked to highway vehicles.
 - e. The area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life. The site shall be cleared of all temporary structures, equipment and rubbish, and shall be left in a neat and presentable condition.
 - f. Prior to termination of the contract, quarry condition and compliance with all terms of the contract shall be approved in writing by the Contract Administrator.
- 14. Reclamation will not be required following use.

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JULES PIT DEVELOPMENT PLAN Sec.27, T14N, R5W, W.M.







STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

INFORMATIONAL BLASTING PLAN

Tim	ber Sale/Project Name:	App./Project No.:	
1.	Blaster-in-Charge: Name:		
	Company:		
	Address: _`		
	Telephone:		
2.	Quarry Name/Location:		
3.	Total Estimated Cubic Yards in Blast (loose):		
4.	Hole Spacing:		
5.	Burden:		
6.	Hole Diameter:		
7.	Hole Depth:		
8.	Sub Drill:		
9.	Number of Holes:		
10.	Stemming Depth:		
	Explosive (mfg., name, density, %, V.O.D.):		
12.	Type and Size of Primer (if applicable):		
13.	Total Weight of Primers for Shot:		
14.	Calculated Powder Factor/Cubic Yard:		
15.	Number of Delays (in M.S.):		

M-126PAC (03/04)

INFORMATIONAL BLASTING PLAN Page 2 of 3

16.	Number of Holes Fired on Each Delay:
17.	Total Amount of Explosives Fired on Each Delay:
18.	Type of Blasting Machine:
19.	Date, Start Drilling:
20.	Date and Time, Start Loading:
21.	Date and Time of Blast (approx.):

INFORMATIONAL BLASTING PLAN Page 3 of 3

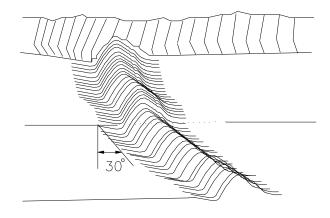
22.	Detail drawing of delay system (show hole pattern and delays in milliseconds) required:). Attach additional sheets if
23.	Typical cross-section of hole (show primer, main charge, sub drill, and stemm	ing):
23.	Submitted by:	Date:
24.	Received by:	Date:
Not	e: Attach copies of manufacturer=s data sheet(s) for explosive and caps.	
M-1	26PAC (03/04)	

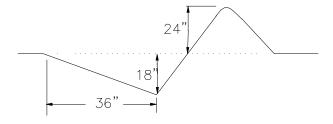
RICHMOND FIRE SALVAGE

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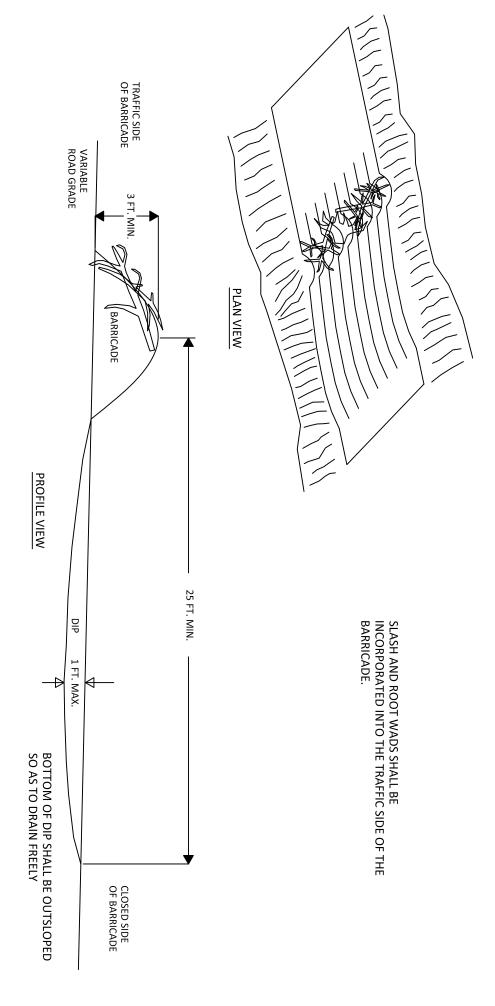
FINALIZED DATE: JANUARY 30, 2024

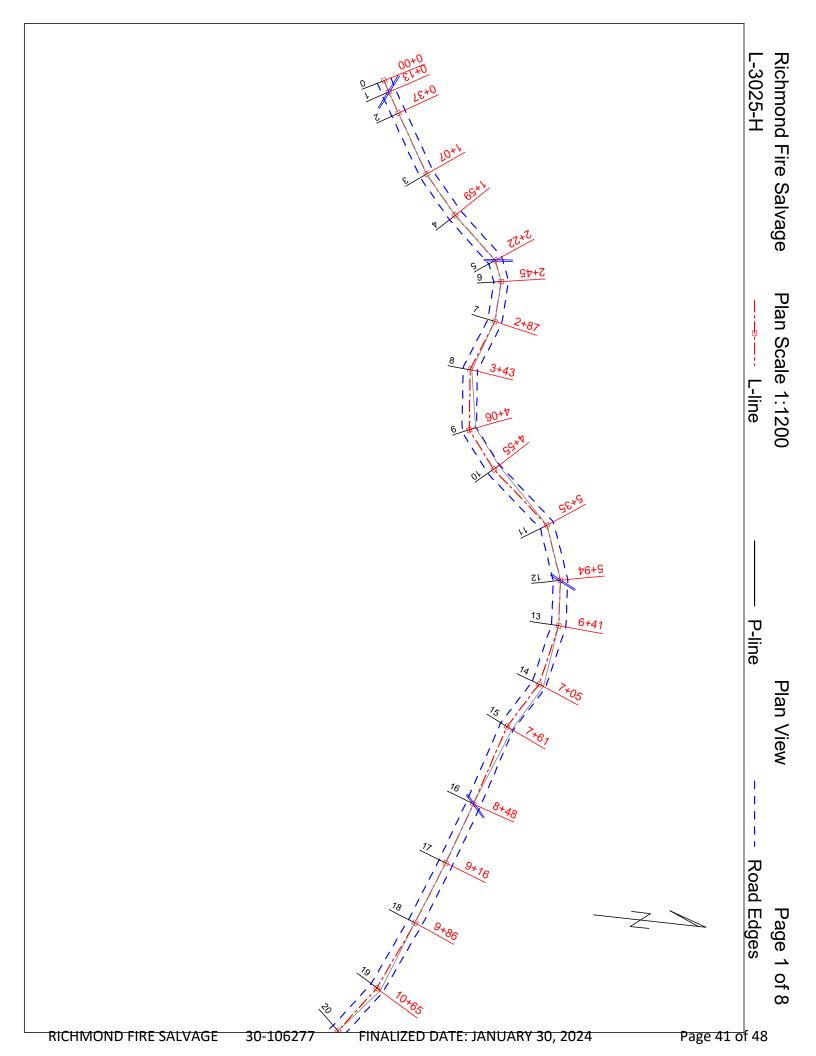
NON-DRIVABLE WATER BAR DETAIL

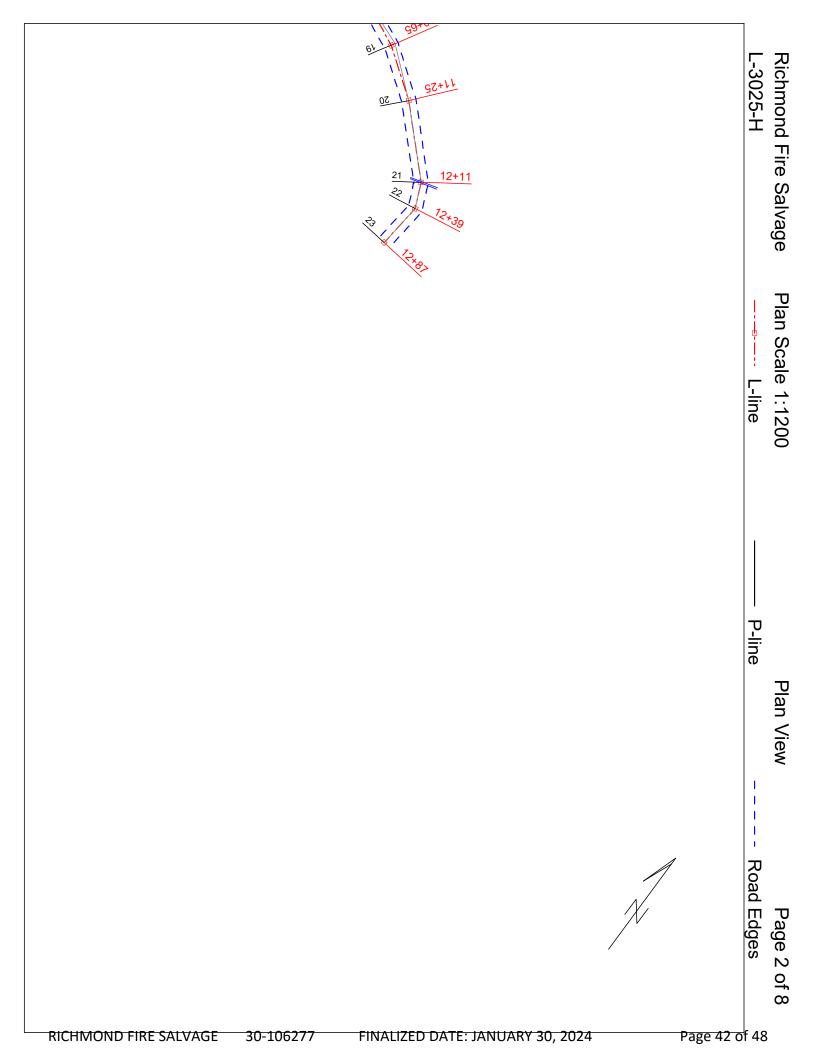


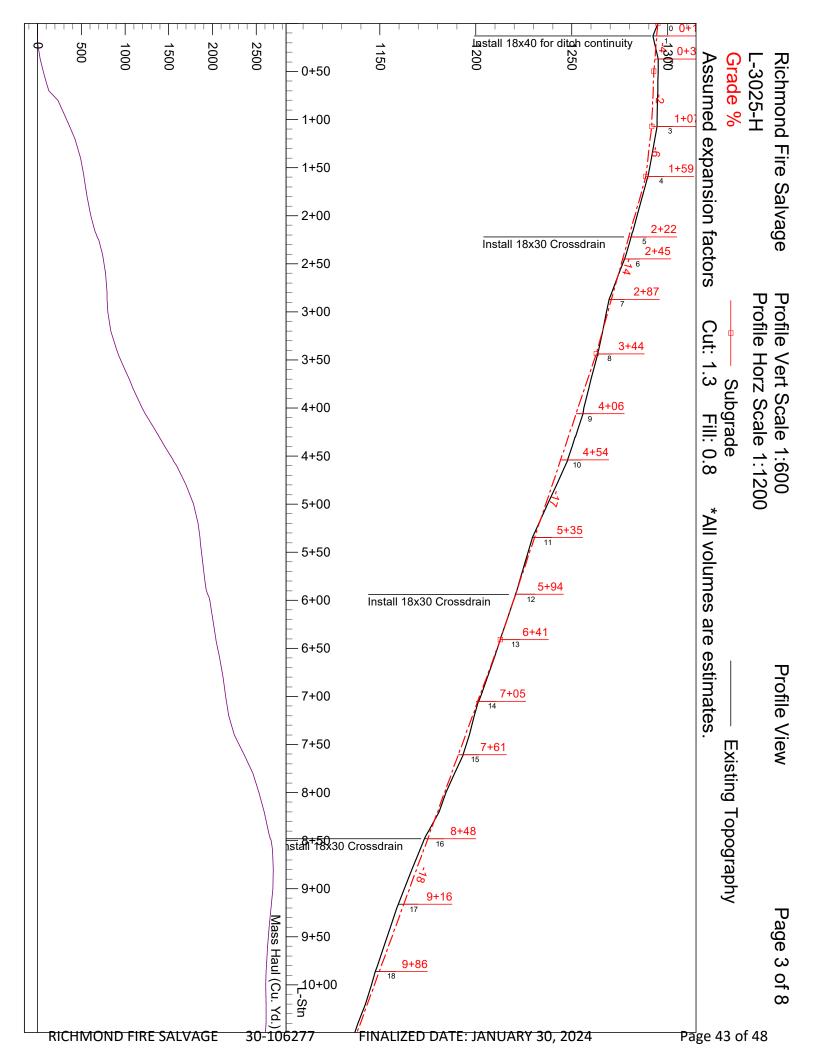


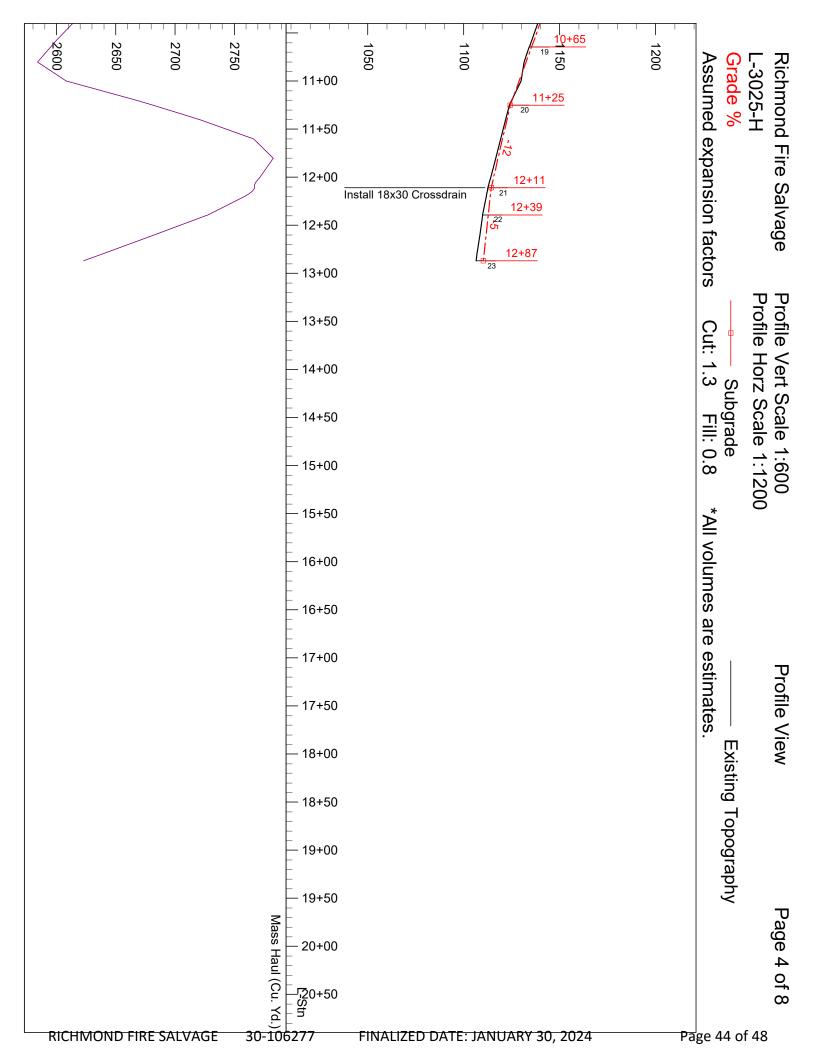
EARTHEN BARRICADE DETAIL

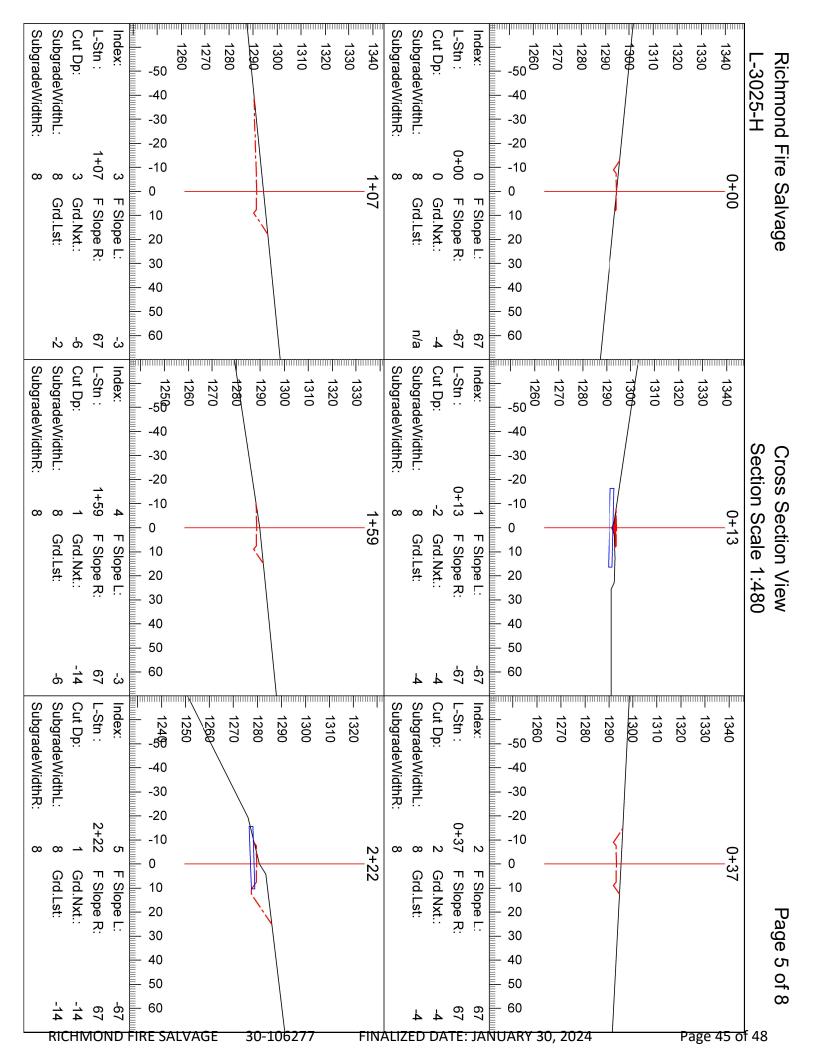


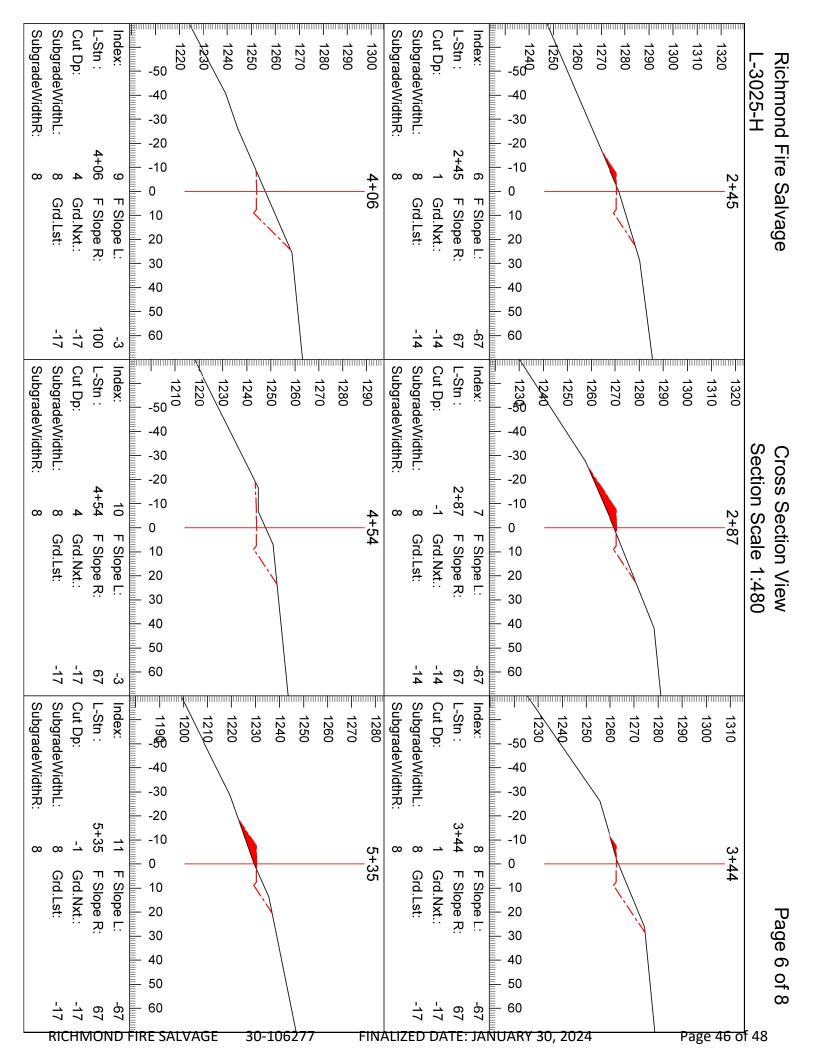


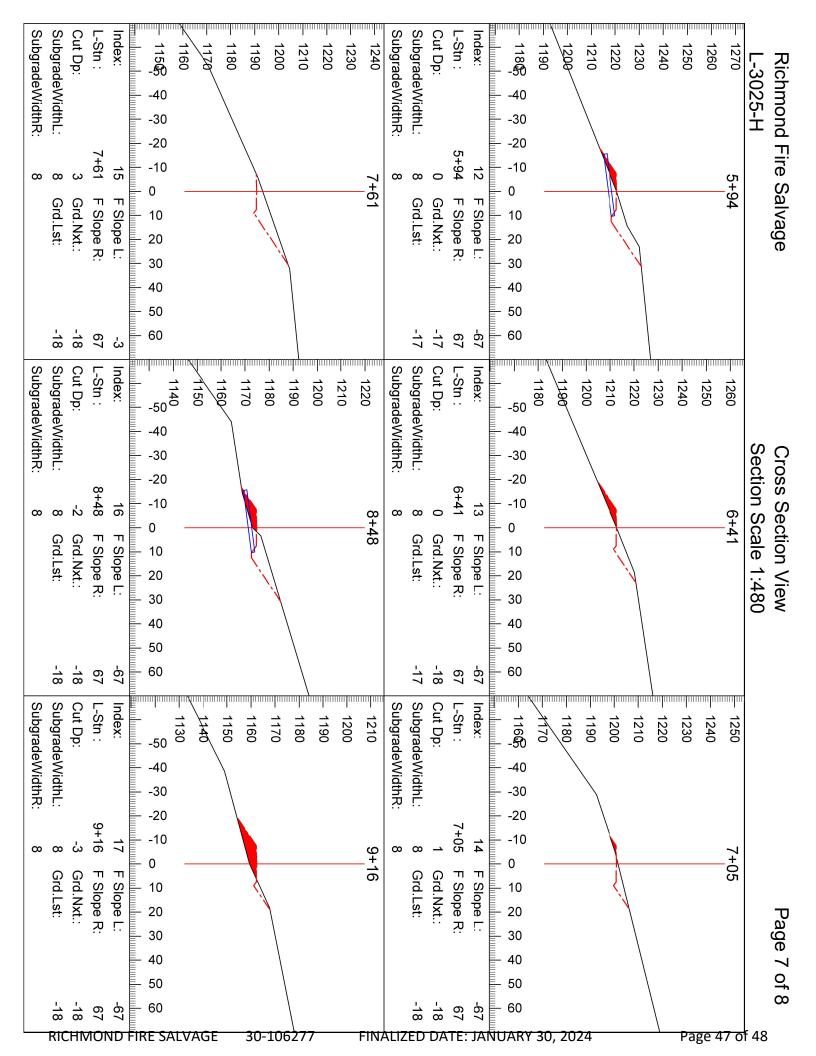


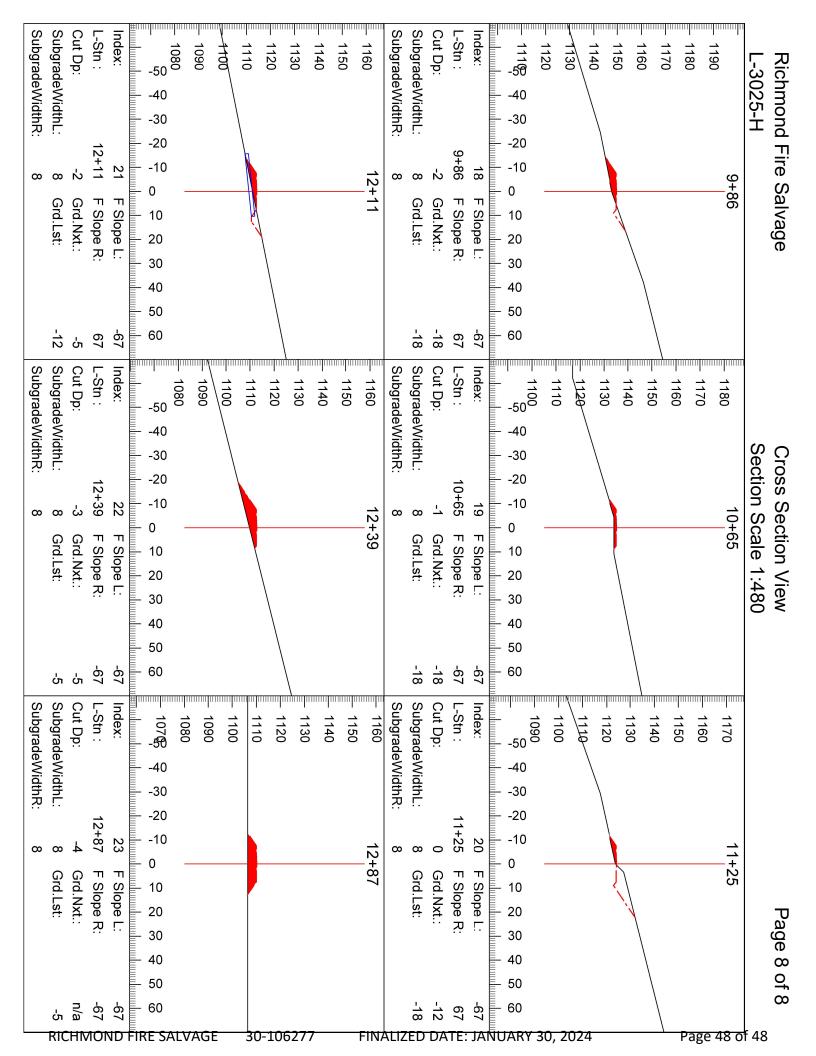












SUMMARY - Road Development Costs

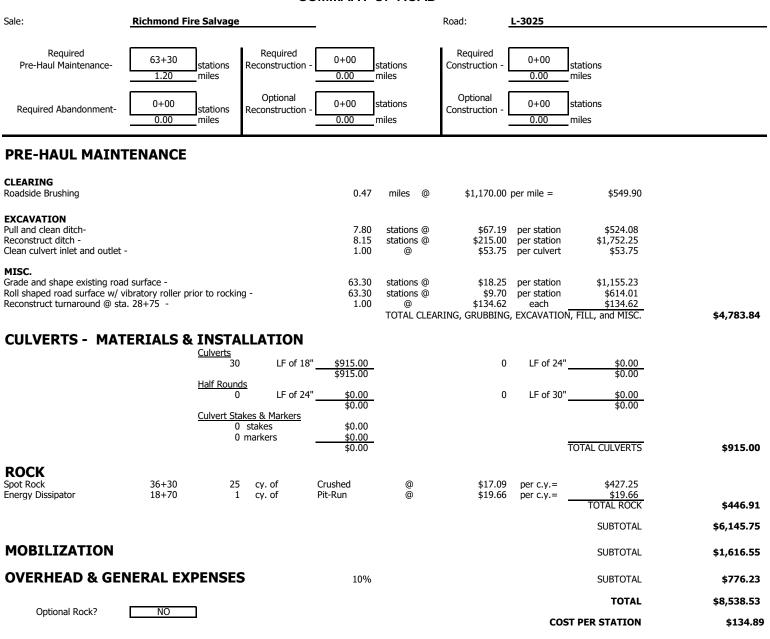
REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Richmond Fire Salvage AGREEMENT #: 30-106277

-				_
ROAD NUMBERS:		-3025-G, L-3025-H, -3025-I	L-3025-B	
	Required:			L-3000, L-3025
ROAD STANDARD:		Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:		28.40	2.20	289.65
CLEARING & GRUBBING EXCAVATION AND FILL, MISC.:		\$23,247.63	\$703.20	\$12,382.02
ROAD ROCK:				
	Optional: Required:	\$0.00 \$38,065.60	\$0.00 \$3,481.72	\$0.00 \$1,344.57
	Total:	\$38,065.60	\$3,481.72	\$1,344.57
STOCKPILE:		-	-	\$0.00
CULVERTS AND FLUMES	S:	\$9,760.00	\$0.00	\$915.00
STRUCTURES:		-	-	-
MOBILIZATION:		\$7,855.81	\$237.62	\$4,184.12
TOTAL COSTS:		\$78,929.04	\$4,422.54	\$18,825.71
COST PER STATION:		\$2,779	\$2,010	\$65
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$1,826.86	\$0.00	\$0
Profit and Risk costs are a	\$10,217.73 \$114,221.88 \$114,221.88 3,887 \$29.39 \$29.39			

Sale:	Richmond Fire Salvage			_		Road:	L-3000		
Required Pre-Haul Maintenance- Required Abandonment-	226+35 stations miles 4.29 miles 0+00 stations miles		Required Reconstruction - Optional Reconstruction -	0.00 r 0+00 s	stations niles stations niles	Required Construction - Optional Construction -	0+00 0.00 0+00 0.00	stations miles stations miles	
PRE-HAUL MAIN	ΓENANCE	-				1			
CLEARING Roadside Brushing				0.09	miles @	\$1,170.00	per mile =	\$105.30	
EXCAVATION Construct ditchouts - 71+50 Reconstruct ditch -				1.00 4.70	@ stations @	\$71.67 \$215.00		\$71.67 \$1,010.50	
MISC. Grade and shape existing roa Roll shaped road surface w/ v Remove and Replace Sedimer	ibratory roller prior to rocking	g -		226.35 226.35 2.00	stations @ stations @ stations @ TOTAL CLEA	\$18.25 \$9.70 \$42.11 RING, GRUBBING	per station per station	\$4,130.89 \$2,195.60 \$84.22 N, FILL, and MISC.	\$7,598.18
ROCK 20+75 to Spot Rock Energy Dissipator	21+75 198+30 198+30	30 20 1	cy. of cy. of cy. of	Crushed Crushed Quarry Spalls	@ @ @ @	\$19.36 \$14.66 \$23.66	per c.y.= per c.y.=	\$580.80 \$293.20 \$23.66 TOTAL ROCK	\$897.66
								SUBTOTAL	\$8,495.84
MOBILIZATION								SUBTOTAL	\$2,567.57
OVERHEAD & GEI	NERAL EXPENSES	3	10%	6				SUBTOTAL	\$1,106.34
Optional Rock?	NO							TOTAL	\$12,169.75
Optional Nock:	NO						со	ST PER STATION	\$53.77



Sale:	Richmond Fire	Salvage		_			Road:	L-3025-B		
Required Pre-Haul Maintenance- Required Abandonment-	0.00	miles	Required Reconstruction - Optional Reconstruction -	0+00 0.00 2+20 0.04	s s	stations niles stations niles	Required Construction - Optional Construction -	0+00 0.00 0+00 0.00	stations miles stations miles	
RECONSTRUCTIO	N									
CLEARING/GRUBBING Scattering Organic Debris				2	2.20	sta @	\$140.00	per sta	\$308.00	
EXCAVATION Pull and clean ditch- Grade and shape subgrade -					.00	stations @ stations @	\$67.19 \$14.60	per station per station	\$67.19 \$32.12	
MISC. Roll subgrade w/ vibratory rol Reconstruct landing -	ller prior to rocking	g -			2.20	stations @ @	\$12.12 \$269.23 RING, GRUBBING,	each	\$26.66 \$269.23	- \$703.20
ROCK 0+00 to	2+20	193	cy. of	Pit Run		@	\$18.04	per c.y.=	\$3,481.72 TOTAL ROCK	·
									SUBTOTAL	\$4,184.92
MOBILIZATION									SUBTOTAL	\$237.62
OVERHEAD & GEN	NERAL EXP	ENSES		1	0%				SUBTOTAL	\$442.25
Optional Books	NO								TOTAL	\$4,864.79
Optional Rock?	INU							cos	T PER STATION	2211.268182

Sale:	Richmond Fir	e Salvage		_		Road:	L-3025-G		
Required Pre-Haul Maintenance- Required Abandonment-	0+00 0.00 0+00 0.00	stations miles stations miles	Required Reconstruction Optional Reconstruction	0.00	stations miles stations miles	Required Construction - Optional Construction -	0+00 0.00 6+41 0.12	stations miles stations miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris Remove large stumps -				6.41 3.00	sta @ @	\$280.00 \$350.00	per sta each	\$1,794.80 \$1,050.00	
EXCAVATION Road Construction Earthwork Grade and shape subgrade -				6.41 6.41	sta. @ stations @	\$152.17 \$14.60	per sta. = per station	\$975.41 \$93.59	
MISC. Roll subgrade w/ vibratory rol Construct turnaround @ sta. Construct landing -		ng -		6.41 1.00 1.00	stations @ @ @ TOTAL CLEA	\$12.12 \$134.62 \$538.46 ARING, GRUBBING,	per station each each , EXCAVATION	\$77.69 \$134.62 \$538.46 N, FILL, and MISC.	\$4,664.57
CULVERTS - MAT	ERIALS &	INSTAI Culverts	LLATION						
		60 Half Round		8" <u>\$1,830.00</u> \$1,830.00		0	LF of 24"	\$0.00 \$0.00	
		0	LF of 2 kes & Markers	\$0.00 \$0.00		0	LF of 30"	\$0.00 \$0.00	
		0	stakes markers	\$0.00 \$0.00 \$0.00				TOTAL CULVERTS	\$1,830.00
ROCK 0+00 to	6+41	402	ev of	Pit Run	0	¢17.20	nor o v –	¢9.462.40	
0+00 to Energy Dissipator	2+24, 5+44	492 2	cy. of cy. of	Riprap	@ @	\$17.20 \$22.20	per c.y.= per c.y.=	\$8,462.40 \$44.40 TOTAL ROCK	\$8,506.80
								SUBTOTAL	\$15,001.37
MOBILIZATION								SUBTOTAL	\$1,576.25
OVERHEAD & GEI	NERAL EX	PENSES	3	10%				SUBTOTAL	\$1,657.76
Optional Rock?	NO	7						TOTAL	\$18,235.38
Орионаі коск?	NO	J					cos	T PER STATION	\$2,844.83

			,		OI INOAD	•			
Sale:	Richmond Fire	Salvage		<u> </u>		Road:	L-3025-H		
Required Pre-Haul Maintenance-	0+00 0.00	stations miles	Required Reconstructio		stations miles	Required Construction -	0+00	stations miles	
Required Abandonment-		stations I miles	Optional Reconstructio	n -	stations miles	Optional Construction -	12+87 0.24	stations _miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris Remove large stumps - Construct waste areas -				12.87 5.00 2.00	sta @ @ hours @	\$280.00 \$350.00 \$350.00	per sta each per hour	\$3,603.60 \$1,750.00 \$700.00	
EXCAVATION Road Construction Earthwork Grade and shape subgrade - Full Bench				12.87 12.87 600	sta. @ stations @ cy. @	\$269.23 \$14.60 \$2.00	per sta. = per station per c.y.=	\$3,464.99 \$187.90 \$1,200.00	
MISC. Roll subgrade w/ vibratory rolle Construct turnouts @ sta Construct turnaround @ sta Construct landing -	er prior to rocking] -		12.87 1.00 1.00 1.00	stations @ @ @ @	\$12.12 \$134.62 \$134.62 \$538.46	per station each each each	\$155.98 \$134.62 \$134.62 \$538.46	
ENDHAUL Full Bench				600	cy. @ TOTAL CLEA	\$2.00 ARING, GRUBBING	per c.y.= G, EXCAVATIO	\$1,200.00 N, FILL, and MISC.	\$13,070.17
CULVERTS - MATI		_	LATION	l					
		<u>Culverts</u> 160	LF of	18" <u>\$4,880.00</u> \$4,880.00		0	LF of 24"	\$0.00 \$0.00	
		Half Rounds 0	<u>L</u> F of			0	LF of 30		
			<u>kes & Markers</u> stakes	\$0.00 <u>\$</u> \$0.00				\$0.00	
		0 r	markers	\$0.00 \$0.00				TOTAL CULVERTS	\$4,880.00
ROCK Energy Dissipator	0+00	4	cy. of	Riprap	@	\$22.24	per c.y.=	\$88.96	
0+00 to	12+87	918	cy. of	Pit Run	@	\$17.24	per c.y.=	\$15,826.32 TOTAL ROCK	\$15,915.28
ABANDONMENT									
Construct waterbar - Construct Spoil Berm - Grass seed and fertilize -				10.00 1.00 47.20	@ @ Ibs @	\$71.67 \$215.00 \$4.00	each each per lbs	\$716.70 \$215.00 \$188.80	
Remove culverts from state lar	ds -			5.00	@	\$706.36	total	\$706.36 AL ABANDONMENT	\$1,826.86
								SUBTOTAL	\$35,692.31
MOBILIZATION								SUBTOTAL	\$4,416.66
OVERHEAD & GEN	ERAL EXP	ENSES		10%				SUBTOTAL	\$4,010.90
Optional Rock?	NO							TOTAL	\$44,119.87
							СО	ST PER STATION	\$3,428.12

Sale:	Richmond Fire Salvage	_	Road: <u>L-3025-I</u>	
Required Pre-Haul Maintenance-	0+00 stations niles Required Reconstruction	0+00 stations miles	Required Construction - $0+00$ stations miles	
Required Abandonment-	0+00 stations miles Optional Reconstruction	0+00 stations 0.00 miles	Optional Construction - 9+12 stations miles	
CONSTRUCTION				
CLEARING/GRUBBING Scattering Organic Debris		9.12 sta @	\$280.00 per sta \$2,553.60	
EXCAVATION Road Construction Earthwork Grade and shape subgrade -		9.12 sta. @ 9.12 stations @	\$194.44 per sta. = \$1,773.29 \$14.60 per station \$133.15	
MISC. Roll subgrade w/ vibratory ro Construct turnouts @ sta Construct turnaround @ sta. Construct landing -	-	9.12 stations @ 1.00 @ 2.00 @ 1.00 @ TOTAL CLEA	\$12.12 per station \$110.53 \$134.62 each \$134.62 \$134.62 each \$269.24 \$538.46 each \$538.46 RING, GRUBBING, EXCAVATION, FILL, and MISC.	\$5,512.89
CULVERTS - MAT	ERIALS & INSTALLATION			
	<u>Culverts</u> 100 LF of 1 <u>Half Rounds</u>	8" <u>\$3,050.00</u> \$3,050.00	0 LF of 24" \$0.00 \$0.00	
	0 LF of 2 <u>Culvert Stakes & Markers</u>	4" <u>\$0.00</u> \$0.00	0 LF of 30" <u>\$0.00</u> \$0.00	
	0 stakes 0 markers	\$0.00 \$0.00 \$0.00	TOTAL CULVERTS	\$3,050.00
ROCK Energy Dissipator 0+00 to	2+42, 8+19 2 cy. of 9+12 770 cy. of	Riprap @ Pit Run @	\$22.66 per c.y.= \$45.32 \$17.66 per c.y.= \$13,598.20 TOTAL ROCK	\$13,643.52
			SUBTOTAL	\$22,206.41
MOBILIZATON			SUBTOTAL	\$1,862.91
OVERHEAD & GE	NERAL EXPENSES	10%	SUBTOTAL	\$2,406.93
	I va I		TOTAL	\$26,476.25
Optional Rock?	NO		COST PER STATION	\$2,903.10

ROCK DEVELOPMENT COST SUMMARY

		Jules Pit Richmond Fire Salvage 1.40 1.16 0%		Location:	T14R05W Road: Stockpile: Total Truck In Place Tot		2458 c.y. c.y. 2458 c.y. 1756 c.y.	
	Waste Area @		\$5.86 \$4.50 \$2.50 \$0.67	/cu.yd x /cu.yd x /cu.yd x /cu.yd x /cu.yd x /cu.yd x	0 1756 2458	cu.yds. cu.yds. cu.yds. cu.yds. cu.yds. subtotal	\$13,671.38 \$0.00 \$4,390.00 \$1,646.86 \$3,687.00 \$23,395.24	
	Move in D-8 Move in Load Move in Exca Move in Truck	vator	1 1 1 5	000	\$637.59 \$491.67 \$637.59 \$220.00	= = = = Subtotal	\$637.59 \$491.67 \$637.59 \$1,100.00 \$2,866.85	
	Base Cost=	\$10.68	Per Cu.Yd.	TOTAL	PRODUCTIO	ON COSTS	\$26,262.09	
Road Segment	Haul Cost /cu.yd.	Application Cost /cu.yd.	Base Cst. /cu.yd.	Cost /cu.yd.	Number Cu. Yds	Speed (Mi/hr.)	One-Way Dist (ft)	ROCK COST
L-3000	\$7.68	\$1.00	\$10.68	\$19.36	30	15	15000	\$580.80
L-3000 Spot Rock	\$2.98	\$1.00	\$10.68	\$14.66	20	15	2600	\$293.20
L-3000 Energy Dissipator	\$6.98	\$6.00	\$10.68	\$23.66	1	15	13152	\$23.66
L-3025 Spot Rock	\$5.41	\$1.00	\$10.68	\$17.09	25	15	9000	\$427.25
L-3025 Energy Dissipator	\$2.98	\$6.00	\$10.68	\$19.66	1	15	2600	\$19.66
L-3025-B	\$6.36	\$1.00	\$10.68	\$18.04	193	15	11500	\$3,481.72
L-3025-G	\$5.52	\$1.00	\$10.68	\$17.20	492	15	9300	\$8,462.40
L-3025-G Energy Dissipator	\$5.52	\$6.00	\$10.68	\$22.20	2	15	9300	\$44.40
L-3025-H Energy Dissipator	\$5.56	\$6.00	\$10.68	\$22.24	4	15	9400	\$88.96
L-3025-H	\$5.56	\$1.00	\$10.68	\$17.24	918	15	9400	\$15,826.32
L-3025-I Energy Dissipator	\$5.98	\$6.00	\$10.68	\$22.66	2	15	10500	\$45.32
L-3025-I	\$5.98	\$1.00	\$10.68	\$17.66	770	15	10500	\$13,598.20
				Total C.Y.	2458		Sub Total	\$42,891.89

TOTAL ROCKING COSTS \$42,891.89



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Timber Sale Name:	
Application Number:	
EXCISE TAX APPLICABLE ACTIVITIES	
Construction: Road to be constructed (optional and required) but not aban	linear feet adoned
Reconstruction: Road to be reconstructed (optional and required) but not ab	linear feet andoned
Abandonment: Abandonment of existing roads not reconstructed under the	linear feet
Decommission: Road to be made undriveable but not officially abandoned.	linear feet
Pre-Haul Maintenance: Existing road to receive maintenance work (optional and re	linear feet quired) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

linear feet **Temporary Construction:**

Roads to be constructed (optional and required) and

then abandoned

Region:

linear feet

Temporary Reconstruction:

Roads to be reconstructed (optional and required) and then abandoned

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

