



**TIMBER NOTICE OF SALE**

**SALE NAME:** *CHOKER BELL VRH RMZ*

**AGREEMENT NO:** *30-105129*

**AUCTION:** May 30, 2024 starting at 10:00 a.m., **COUNTY:** Lewis  
Pacific Cascade Region Office, Castle Rock, WA

**SALE LOCATION:** Sale located approximately 10 miles south of Mossyrock, WA

**PRODUCTS SOLD  
AND SALE AREA:**

All timber, except leave trees bounded by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber existing 3 years prior to the day of sale, bounded by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and property line marked with pink flagging and white carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging, W-5095, Longbell Rd, and property line marked with pink flagging and white carsonite posts;

Unit 3 WMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and Longbell Rd;

Unit 4 WMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging;

Unit 5 and 7 RMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and property line marked with pink flagging and white carsonite posts;

Unit 6 ROW, orange "Right of Way" tags and orange flagging;

All forest products above located on part(s) of Sections 36 all in Township 12 North, Range 2 East, W.M., containing 116 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:**

Species	Avg Ring DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	13.6	6	1,571						177	1,044	318	32
Red alder	12.4		182						9	44	128	1
Maple	11.1		30						2		24	4
Cottonwood	28		5						5			
Sale Total			1,788									

**MINIMUM BID:** \$558,000.00

**BID METHOD:** Sealed Bids



TIMBER NOTICE OF SALE

**PERFORMANCE**

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

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

**BID DEPOSIT:** \$55,800.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Shovel, and Track skidder. This sale is estimated to be 100 percent ground based harvesting systems. Falling and Yarding will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator See H-120 and H-140 for yarding details.

**ROADS:** 19.10 stations of required reconstruction. 13.78 stations of optional construction. 13.40 stations of required prehaul maintenance. 3.50 stations of optional prehaul maintenance. 13.77 stations of abandonment.

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Road construction will not be permitted from October 1 to April 30 unless authorized in writing by the Contract Administrator. See Road Plan 1-25 for Activity Timing Restrictions.

**ACREAGE DETERMINATION**

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

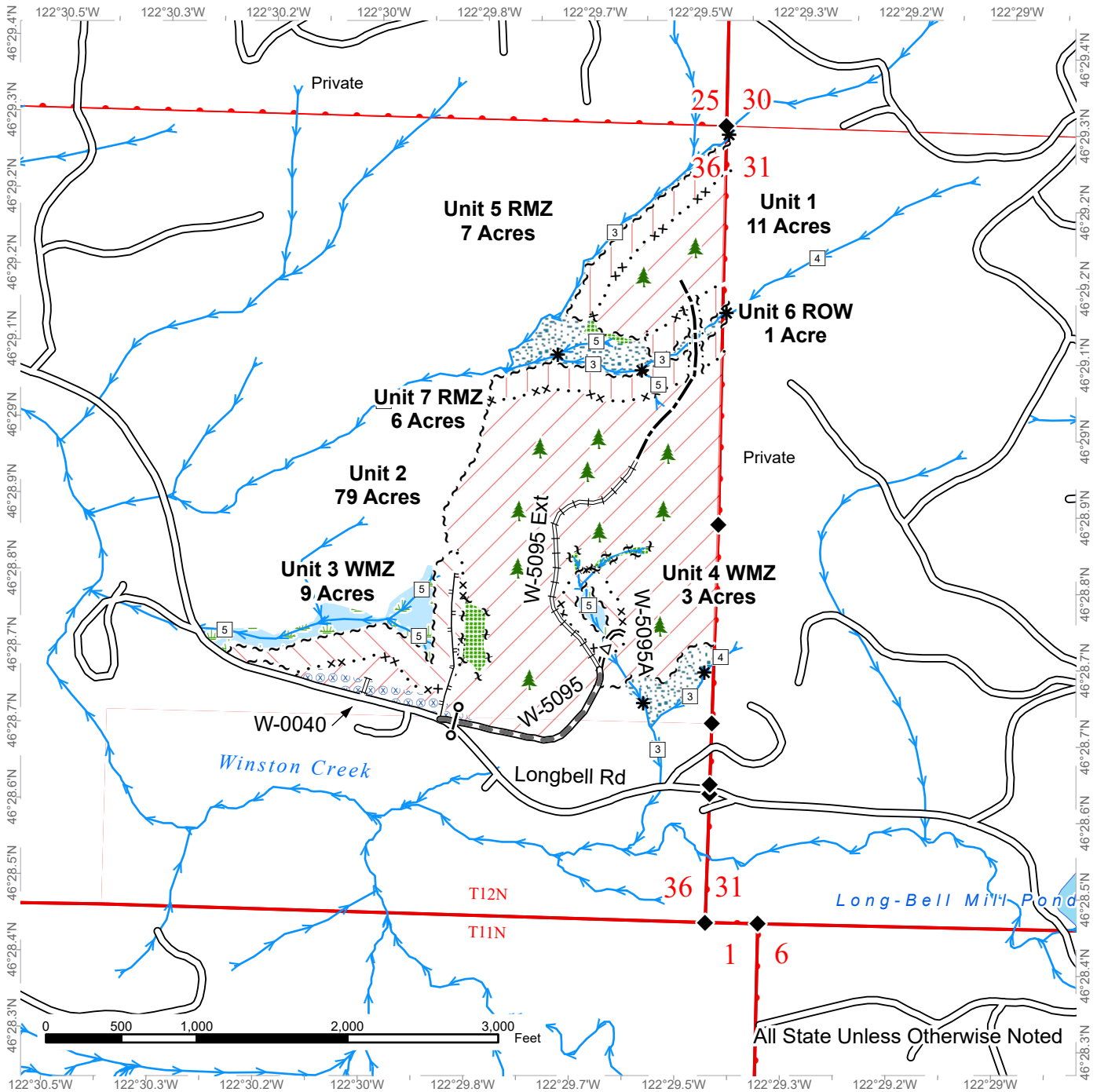
**FEES:** \$30,396.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** Required Hazard Abatement along Longbell Rd. See S-020 for further details. See Schedule A for WMZ and RMZ harvest prescription. A temporary fish stream crossing is required to access Unit 1 and Unit 5 RMZ. See Road Plan and FPA details and timing restrictions.

# TIMBER SALE MAP

**SALE NAME:** CHOKER BELL VRH RMZ  
**AGREEMENT #:** 30-105129  
**TOWNSHIP(S):** T12R2E  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 680-920

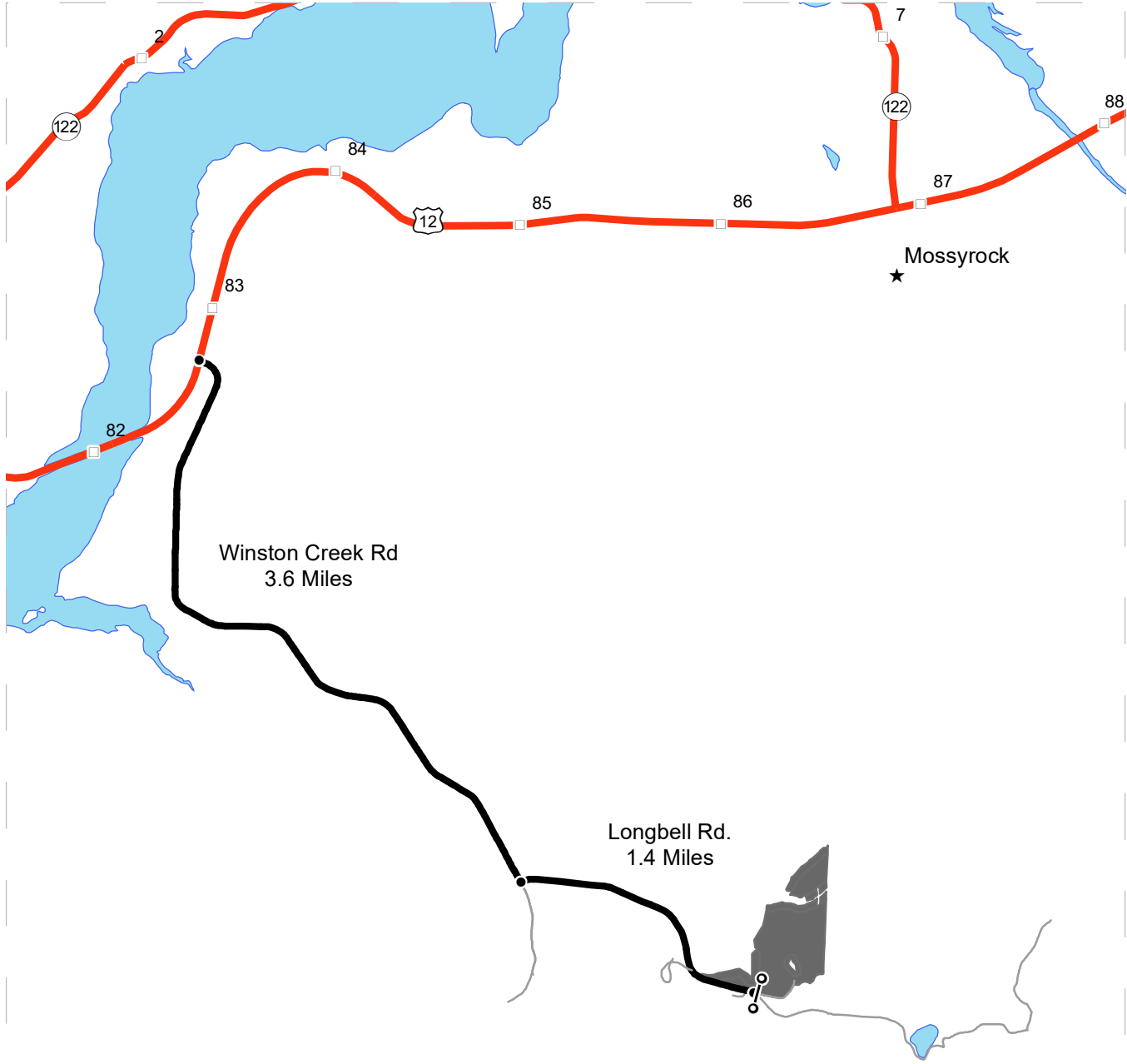


All State Unless Otherwise Noted


# DRIVING MAP

**SALE NAME:** CHOKER BELL VRH RMZ  
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**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 680-920



Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Milepost Markers
- Distance Indicator
- Gate Installation
- Highway Shield

**DRIVING DIRECTIONS:**

From state route 12 between milepost 82 and 83, turn south onto Winston Creek Rd. and follow for 3.6 miles to Longbell Rd. Turn left onto Longbell Rd and follow for 1.4 miles. The unit is on the north side of Longbell Rd.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-0105129**

**SALE NAME: CHOKER BELL VRH RMZ**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL  
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY  
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on May 30, 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 bounded by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber existing 3 years prior to the day of sale, bounded by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and property line marked with pink flagging and white carsonite posts;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging, W-5095, Longbell Rd, and property line marked with pink flagging and white carsonite posts;

Unit 3 WMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and Longbell Rd;

Unit 4 WMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging;

Unit 5 and 7 RMZ, timber described in Schedule A, white "Timber Sale Boundary" tags with pink flagging, blue "Special Management Area" tags with pink flagging and property line marked with pink flagging and white carsonite posts;

Unit 6 ROW, orange "Right of Way" tangs and orange flagging;

All forest products described above located on approximately 116 acres on part(s) of Section 36 in Township 12 North, Range 2 East W.M. in Lewis County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Choker Bell VRH RMZ

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.

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 \$1,099.00 per acre per annum for the acres on which an operating release has not been issued VRH Units. Payment of \$158.00 per acre per annum for the acres on which an operating release has not been issued for Thinning Units.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

## G-053 Surveys - Sensitive, Threatened, Endangered Species

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

## G-060 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not



apply to the goods sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural

resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is

any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

#### G-064 Permits

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

#### G-065 Regulatory Disclaimer

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

#### G-066 Governmental Regulatory Actions

- a. Risk

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

- b. Sale Area

When portions of the sale area become subject to a foreign or domestic governmental regulation or order that will likely prevent timber harvest for a

period that will exceed the expiration date of this contract, and Purchaser has complied with this contract, the following shall apply:

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

**G-101 Forest Products Not Designated**

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

The pricing schedule has not been set for the sale.

**G-106 Adding Naturally Damaged Forest Products**

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

**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.

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

#### G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and

hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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



compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

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

#### G-160 Agents

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

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

#### G-170 Assignment and Delegation

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

#### G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

**G-250 Compliance with All Laws**

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

**G-260 Venue**

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

**G-270 Equipment Left on State Land**

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

**G-280 Operating Release**

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

**G-310 Road Use Authorization**

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; W-0040, W-5095, W-5095A and W-5095 EXT. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-330 Pre-work Conference**

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

## G-340 Preservation of Markers

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

## G-360 Road Use Reservation

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

## G-430 Open Fires

Purchaser shall not set, or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission, in writing, from the Contract Administrator.

## G-450 Encumbrances

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

DATA MISSING

## Section P: Payments and Securities

## P-011 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in Clause P-020, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

## P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$46,488.00. The total contract price consists of a \$0.00 contract bid price plus \$46,492.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest

products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$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-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to April 30 in Units 3, 4, 5, 6 and 7 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

Reserve tree damage exists when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

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

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 15 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on one unit.

- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

#### H-017 Preventing Excessive Soil Disturbance

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-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for Unit 3 WMZ, Unit 4 WMZ, Unit 5 RMZ, and Unit 7 RMZ. 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-050 Rub Trees

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

#### H-051 Branding and Painting

Purchaser shall provide a State of Washington registered log brand, acceptable to the State, unless the State agrees to furnish the brand. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).



For pulp loads purchased under a contract designated as export restricted, Purchaser shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable red paint.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovel, tracked skidder, or 6 Wheeled Skidder with tracks similar to Eco Tracks™. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

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. 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.

D. 6 Wheeled skidder with tracks similar to ECO-TRACKS™ and tracked skidders will not be permitted on sustained slopes over 45 percent.

E. Self Leveling shovels will not be permitted on sustained slopes over 60 percent.

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

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-250 Additional Falling Requirements

Within Units 1 and 2, 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 1/17/2024 are hereby made a part of this contract.

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

Purchaser shall perform work at their own expense on W-0040, W-5095, W-5095A and W-5095 EXT. 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. 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.

**Section S: Site Preparation and Protection****S-001 Emergency Response Plan**

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

S-020 Extreme Hazard Abatement

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

The southwest portion of Unit 2 along Longbell Rd.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

Purchaser shall be responsible for restoring the site in the event of a spill or other releases of hazardous material/waste during operations conducted under this contract.

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

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

D-041 Reserve Tree Excessive Damage

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

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

Pacific Cascade Region Manager

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

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

Address:

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

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

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

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

\_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation

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

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

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

\_\_\_\_\_

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

**Schedule A**  
**Choker Bell VRH RMZ**

Schedule A  
RMZ/WMZ THINNING HARVEST SPECIFICATIONS

For all thinning units.

- No equipment shall operate within 25 feet of the white Timber Sale Boundary tags for RMZ thinning units.
- All timber marked with a single band of orange paint is part of the sale volume and shall be felled and harvested.
- All timber marked with double bands of orange paint shall be felled towards the stream and left on-site.
- Within RMZ units, all snags felled for safety reasons must remain on-site and shall be left as close as possible to their original location.
- Any un-painted trees that must be felled for operational reasons must be approved by CA prior to felling and will be paid for per the G-101 clause.

## PRE-CRUISE NARRATIVE

Sale Name: <b>Choker Bell VRH RMZ</b>	Region: <b>Pacific Cascade</b>
Agreement #: <b>30-105129</b>	District: <b>Mayfield</b>
Contact Forester: <b>Garrett Hanson</b> Phone / Location: <b>360-623-9632</b>	County(s): <b>Choose a county, Lewis</b>
Alternate Contact: <b>Jacob Vaughn</b> Phone / Location: <b>360-880-5801</b>	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: <b>Lump Sum</b>	
Harvest System: <b>Ground based</b> <a href="#">Click here to enter text.</a>	100

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	SEC 36 / T12N / R2E	03	26	14	1	0		11	Combination
2	SEC 36 / T12N / R2E	03	92	11	2	0		79	Combination
3 WMZ	SEC 36 / T12N / R2E	03	9	0	0	0		9	Combination
4 WMZ	SEC 36 / T12N / R2E	03	3	0	0	0		3	Combination
5 RMZ	SEC 36 / T12N / R2E	03	7	0	0	0		7	Combination
6 ROW	SEC 36 / T12N / R2E	03	1	0	0	0		1	Combination
7 RMZ	SEC 36 / T12N / R2E	03	6	0	0	0		6	Combination
<b>TOTAL ACRES</b>			144	25	3	0		116	

### HARVEST PLAN AND SPECIAL CONDITIONS:



<b>Unit #</b>	<b>Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)</b>	<b>Special Management areas:</b>	<b>Other conditions (# leave trees, etc.)</b>
1	Variable retention harvest bound out by white "Timber Sale Boundary" tags with pink flagging. To the east, a private property line is the boundary. Longbell rd is the boundary to the south.	N/A	96 leave trees. 91 left in clumps bounded by both by white "Timber Sale Boundary Tags" and yellow "Leave Tree Area Tags" and 5 individual blue banded trees
2	Variable retention harvest bound out by white "Timber Sale Boundary" tags with pink flagging. A private property boundary is the line to the east marked with pink flagging.	N/A	648 leave trees. 620 left in clumps bounded by both by white "Timber Sale Boundary Tags" and yellow "Leave Tree Area Tags" and 28 individual blue banded trees
3 WMZ	Variable density thinning harvest bound out by white "Timber Sale Boundary" tags with pink flagging as well as blue "Special Management Area" tags with blue flagging.	WMZ thinning	Take trees are marked with a single band of orange paint.
4 WMZ	Variable density thinning harvest bound out by white "Timber Sale Boundary" tags with pink flagging as well as blue "Special Management Area" tags with blue flagging.	WMZ Thinning	Take trees are marked with a single band of orange paint.
5 RMZ	Variable density thinning harvest bound out by white "Timber Sale Boundary" tags with pink flagging as well as blue "Special Management Area" tags with blue flagging.	RFRS	Take trees are marked with a single band of orange paint. Double orange banded trees are cut and leave.
6 ROW	Right-of-way unit bound out by orange "Right of way" tags and orange flagging	Right of way Unit	N/A
7 RMZ	Variable density thinning harvest bound out by white "Timber Sale Boundary" tags with pink flagging as well as blue "Special Management Area" tags with blue flagging.	RFRS	Take trees are marked with a single band of orange paint. Double orange banded trees are cut and leave.

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	203 MBF DF	See driving map	
2	1415 MBF DF	See driving map	
3 WMZ	54 MBF DF	See driving map	
4 WMZ	4 MBF DF	See driving map	
5 RMZ	47 MBF DF	See driving map	
6 ROW	16 MBF DF	See driving map	
7 RMZ	49 MBF DF	See driving map	
TOTAL MBF	1788 MBF	See driving map	

**REMARKS:**

This sale consists of 2 VRH units, 2 WMZ thinning units, 2 RFRS thinning unit, and 1 ROW unit. This sale is accessible year around with no restrictions and no locked gates. Must walk in from Longbell/5095 Junction.

<b>Prepared By:</b> Garrett Hanson <b>Date:</b> 1/4/2022	<b>Title:</b> Forester 2	<b>CC:</b> Rich Wallmow
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## Timber Sale Cruise Report CHOKER BELL

**Sale Name:** CHOKER BELL

**Sale Type:** LUMP SUM

**Region:** PACIFIC CASC

**District:** LEWIS

**Lead Cruiser:** Blake Warnstadt

**Other Cruisers:** Alan Douglas

**Cruise Narrative:**

Location: The CHOKER BELL sale is located 4 miles south of Mossyrock. It can be accessed off the Longbell Rd. from Winston Creek Rd. via Highway 12.

Cruise Design: CHOKER BELL has two variable retention harvest units, one ROW, and four small thinning units. This entire sale was cruised using a 33.61 BAF sighted at 4.5 feet.

Unit 1 was cruised with a cruise to count plot ratio of 1:1.

Unit 2 was cruised with a cruise to count plot ration of 1:2.

The thinning units and Right of Way were cruised with all cruise plots.

Conifers were cruised to 40' preferred log lengths and hardwoods were cruised to 30' preferred lengths.

Timber Quality: CHOKER BELL is Douglas Fir dominant with some Red Alder and a trace of Maple and Black Cottonwood. The DF has an average DBH of 13.6" and consists of mostly domestic saw logs. There are a few small HQB logs and poles available after sorting through the small spike knots found throughout this sale. RA has an average DBH of 12.4 and has little defect.

Logging and Stand Conditions: This sale has gentle slopes and is estimated to be 100% ground based logging.

General Remarks:

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	13.6	6.0		1,571	177	1,044	318	32
RA	12.4			182	9	44	128	1
MA	11.1			30	2		24	4
BC	28.0			5	5			
ALL	13.1	6.0		1,788	193	1,088	470	38

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	13,186	1,440	8,916	2,660	170
RA	1,657	73	364	1,209	12
MA	309	22		270	16
BC	23	23			
ALL	15,175	1,558	9,280	4,139	198

**Timber Sale Overall Cruise Statistics**

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
138.7	4.0	110.0	1.5	15,417	4.3

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
CHOKER BELL U1	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	11.0	12.1	13	7	0
CHOKER BELL U2	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	79.0	81.4	79	27	1
WMZ1 CHOKER BELL	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	9.0	9.0	11	11	4
WMZ2 CHOKER BELL	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	3.0	2.8	4	4	1
RMZ 5 CHOKER BELL	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	7.0	7.5	9	9	1
RMZ 7 CHOKER BELL	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	6.0	5.7	6	6	0
ROW6 CHOKER BELL	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	1.0	1.0	3	3	0
All		116.0	119.4	125	67	7

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	22.0	35	50	45	8.6	22.7	5.3
DF	LIVE	2 SAW	Domestic	13.0	40	1,613	1,524	5.5	1,440.2	176.8
DF	LIVE	3 SAW	Domestic	8.2	40	8,725	8,322	4.6	8,308.4	965.3
DF	LIVE	3 SAW	HQ-B	9.8	40	504	498	1.3	457.0	57.7

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Pole	9.9	40	182	182	0.0	151.1	21.1
DF	LIVE	4 SAW	Domestic	5.1	30	2,838	2,742	3.4	2,659.7	318.1
DF	LIVE	CULL	Cull	5.2	5	43	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	5.0	14	279	279	0.0	169.6	32.4
MA	LIVE	2 SAW	Domestic	14.1	30	30	20	33.2	22.3	2.4
MA	LIVE	4 SAW	Domestic	6.1	32	245	204	16.8	270.2	23.6
MA	LIVE	CULL	Cull	5.4	4	11	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	5.0	17	32	32	0.0	16.4	3.7
RA	LIVE	2 SAW	Domestic	12.8	30	93	75	19.7	72.8	8.7
RA	LIVE	3 SAW	Domestic	10.6	30	437	377	13.7	363.6	43.7
RA	LIVE	4 SAW	Domestic	6.3	31	1,190	1,105	7.1	1,208.9	128.2
RA	LIVE	CULL	Cull	5.9	6	39	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.0	17	15	12	19.4	11.9	1.4

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	16+	LIVE	Domestic	22.0	35	45	8.6	22.7	5.3
DF	5 - 7	LIVE	Pulp	5.0	14	279	0.0	169.6	32.4
DF	5 - 7	LIVE	Cull	5.1	5	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.7	33	5,761	4.3	5,723.9	668.3
DF	8 - 11	LIVE	Domestic	9.5	40	5,302	4.4	5,244.2	615.1
DF	8 - 11	LIVE	HQ-B	9.8	40	498	1.3	457.0	57.7
DF	8 - 11	LIVE	Pole	9.9	40	182	0.0	151.1	21.1
DF	12 - 15	LIVE	Domestic	13.1	40	1,524	5.5	1,440.2	176.8
MA	5 - 7	LIVE	Pulp	5.0	17	32	0.0	16.4	3.7
MA	5 - 7	LIVE	Cull	5.3	5	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	5.7	32	158	15.3	205.3	18.3
MA	8 - 11	LIVE	Domestic	8.7	30	46	21.5	64.9	5.3
MA	12 - 15	LIVE	Domestic	14.1	30	20	33.2	22.3	2.4
RA	5 - 7	LIVE	Pulp	5.0	15	12	19.4	11.9	1.4
RA	5 - 7	LIVE	Cull	5.2	6	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.6	30	703	7.2	762.9	81.6
RA	8 - 11	LIVE	Cull	9.2	5	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Domestic	9.3	30	778	10.4	809.5	90.3
RA	12 - 15	LIVE	Domestic	12.8	30	75	19.7	72.8	8.7

## Cruise Unit Report CHOKER BELL U1

### Unit Sale Notice Volume (MBF): CHOKER BELL U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.9			198	34	130	34	1
RA	13.6			5			5	0
ALL	14.8			203	34	130	38	1

### Unit Cruise Design: CHOKER BELL U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	11.0	12.1	13	7	0

### Unit Cruise Summary: CHOKER BELL U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	34	62	4.8	0
RA	3	3	0.2	0
ALL	37	65	5.0	0

### Unit Cruise Statistics: CHOKER BELL U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	160.3	37.5	10.4	112.3	25.7	4.4	18,000	45.5	11.3
RA	7.8	190.0	52.7	60.9	23.2	13.4	472	191.4	54.4
ALL	168.1	35.6	9.9	109.9	28.5	4.7	18,472	45.6	10.9

### Unit Summary: CHOKER BELL U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	34	ALL	14.9	65	88	18,641	18,000	3.4	132.4	160.3	41.5	198.0
RA	LIVE	CUT	3	ALL	13.6	44	55	542	472	12.9	7.7	7.8	2.1	5.2
ALL	LIVE	CUT	37	ALL	14.8	63	86	19,183	18,472	3.7	140.1	168.1	43.6	203.2
ALL	ALL	ALL	37	ALL	14.8	63	86	19,183	18,472	3.7	140.1	168.1	43.6	203.2

## Cruise Unit Report CHOKER BELL U2

### Unit Sale Notice Volume (MBF): CHOKER BELL U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	13.6	6.0		1,230	137	831	236	27
RA	12.5			151	9	43	99	1
MA	11.1			29	2		22	4
BC	28.0			5	5			
ALL	13.1	6.0		1,415	154	873	357	31

### Unit Cruise Design: CHOKER BELL U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	79.0	81.3	79	27	1

### Unit Cruise Summary: CHOKER BELL U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	110	310	3.9	1
RA	31	51	0.6	0
MA	10	15	0.2	0
BC	1	1	0.0	0
ALL	152	377	4.8	1

### Unit Cruise Statistics: CHOKER BELL U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	131.9	57.2	6.4	118.1	15.0	1.4	15,571	59.2	6.6
RA	21.7	207.6	23.4	88.2	23.0	4.1	1,914	208.8	23.7
MA	6.4	305.0	34.3	56.5	17.4	5.5	361	305.5	34.7
BC	0.4	888.8	100.0	156.2	0.0	0.0	66	888.8	100.0
ALL	160.4	41.5	4.7	111.7	23.0	1.9	17,913	47.4	5.0

**Unit Summary: CHOKER BELL U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	28.0	36	126	73	66	8.6	0.1	0.4	0.1	5.3
DF	DEAD	CUT	0	ALL				53	50	4.5		0.4		4.0
DF	LIVE	CUT	110	ALL	13.6	64	88	16,255	15,521	4.5	130.3	131.5	35.6	1,226.2
MA	LIVE	CUT	10	ALL	11.1	35	46	449	361	19.7	9.5	6.4	1.9	28.5
RA	LIVE	CUT	31	ALL	12.1	51	68	2,191	1,914	12.6	27.2	21.7	6.2	151.2
ALL	LIVE	CUT	152	ALL	13.2	60	82	18,968	17,862	5.8	167.1	160.0	43.9	1,411.1
ALL	DEAD	CUT	0	ALL				53	50	4.5		0.4		4.0
ALL	ALL	ALL	152	ALL	13.2	60	82	19,020	17,913	5.8	167.1	160.4	43.9	1,415.1



## Cruise Unit Report WMZ1 CHOKER BELL

### Unit Sale Notice Volume (MBF): WMZ1 CHOKER BELL

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	10.6			52	32	18	2
RA	10.0			2		2	
ALL	10.6			54	32	20	2

### Unit Cruise Design: WMZ1 CHOKER BELL

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	9.0	9.0	11	11	4

### Unit Cruise Summary: WMZ1 CHOKER BELL

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	16	1.5	0
RA	1	1	0.1	0
ALL	17	17	1.5	0

### Unit Cruise Statistics: WMZ1 CHOKER BELL

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	48.9	99.0	29.8	118.2	15.2	3.8	5,780	100.1	30.1
RA	3.1	331.7	100.0	73.3	0.0	0.0	224	331.7	100.0
ALL	51.9	97.5	29.4	115.6	17.8	4.3	6,004	99.2	29.7

### Unit Summary: WMZ1 CHOKER BELL

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	10.6	55	86	6,102	5,780	5.3	79.8	48.9	15.0	52.0
RA	LIVE	CUT	1	ALL	10.0	39	55	230	224	2.4	5.6	3.1	1.0	2.0
ALL	LIVE	CUT	17	ALL	10.6	54	84	6,332	6,004	5.2	85.4	51.9	16.0	54.0
ALL	ALL	ALL	17	ALL	10.6	54	84	6,332	6,004	5.2	85.4	51.9	16.0	54.0

## Cruise Unit Report WMZ2 CHOKER BELL

### Unit Sale Notice Volume (MBF): WMZ2 CHOKER BELL

Sp	DBH	Rings/In	Age	MBF Volume by Grade	
				All	4 Saw
DF	12.0			3	3
RA	11.0			1	1
ALL	11.5			4	4

### Unit Cruise Design: WMZ2 CHOKER BELL

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	3.0	2.8	4	4	1

### Unit Cruise Summary: WMZ2 CHOKER BELL

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	1	2	0.5	0
RA	1	1	0.3	0
ALL	2	3	0.8	0

### Unit Cruise Statistics: WMZ2 CHOKER BELL

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	16.8	115.5	57.7	53.5	0.0	0.0	899	115.5	57.7
RA	8.4	200.0	100.0	56.1	0.0	0.0	471	200.0	100.0
ALL	25.2	66.7	33.3	54.3	3.4	2.4	1,370	66.8	33.4

### Unit Summary: WMZ2 CHOKER BELL

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	12.9	42	57	920	899	2.3	18.5	16.8	4.7	2.7
RA	LIVE	CUT	1	ALL	11.0	40	54	471	471	0.0	12.7	8.4	2.5	1.4
ALL	LIVE	CUT	2	ALL	12.2	41	56	1,391	1,370	1.5	31.2	25.2	7.2	4.1
ALL	ALL	ALL	2	ALL	12.2	41	56	1,391	1,370	1.5	31.2	25.2	7.2	4.1

## Cruise Unit Report RMZ 5 CHOKER BELL

### Unit Sale Notice Volume (MBF): RMZ 5 CHOKER BELL

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.4			43	22	21
RA	12.0			3		3
MA	12.0			1		1
ALL	11.5			47	22	25

### Unit Cruise Design: RMZ 5 CHOKER BELL

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	7.0	7.5	9	9	1

### Unit Cruise Summary: RMZ 5 CHOKER BELL

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	15	16	1.8	0
RA	1	1	0.1	0
MA	1	1	0.1	0
ALL	17	18	2.0	0

### Unit Cruise Statistics: RMZ 5 CHOKER BELL

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	59.8	61.5	20.5	102.5	19.5	5.0	6,122	64.5	21.1
RA	3.7	300.0	100.0	112.0	0.0	0.0	418	300.0	100.0
MA	3.7	300.0	100.0	45.8	0.0	0.0	171	300.0	100.0
ALL	67.2	55.9	18.6	99.8	23.4	5.7	6,712	60.6	19.5

### Unit Summary: RMZ 5 CHOKER BELL

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	15	ALL	11.5	52	81	6,391	6,122	4.2	82.8	59.8	17.6	42.9
MA	LIVE	CUT	1	ALL	12.0	38	49	204	171	16.3	4.8	3.7	1.1	1.2
RA	LIVE	CUT	1	ALL	12.0	67	92	418	418	0.0	4.8	3.7	1.1	2.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	17	ALL	11.6	52	80	7,014	6,712	4.3	92.4	67.2	19.8	47.0
ALL	ALL	ALL	17	ALL	11.6	52	80	7,014	6,712	4.3	92.4	67.2	19.8	47.0

## Cruise Unit Report RMZ 7 CHOKER BELL

### Unit Sale Notice Volume (MBF): RMZ 7 CHOKER BELL

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	12.0			37	3	25	6	3
RA	11.2			12			12	
ALL	11.8			49	3	25	18	3

### Unit Cruise Design: RMZ 7 CHOKER BELL

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	6.0	5.7	6	6	0

### Unit Cruise Summary: RMZ 7 CHOKER BELL

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	1.5	0
RA	3	3	0.5	0
ALL	12	12	2.0	0

### Unit Cruise Statistics: RMZ 7 CHOKER BELL

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	50.4	36.5	14.9	122.8	11.4	3.8	6,190	38.2	15.4
RA	16.8	244.9	100.0	118.0	11.9	6.9	1,984	245.2	100.2
ALL	67.2	54.8	22.4	121.6	11.1	3.2	8,174	55.9	22.6

### Unit Summary: RMZ 7 CHOKER BELL

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	12.0	65	94	6,772	6,190	8.6	64.2	50.4	14.6	37.1
RA	LIVE	CUT	3	ALL	11.2	59	83	2,124	1,984	6.6	24.6	16.8	5.0	11.9
ALL	LIVE	CUT	12	ALL	11.8	63	91	8,896	8,174	8.1	88.8	67.2	19.6	49.0
ALL	ALL	ALL	12	ALL	11.8	63	91	8,896	8,174	8.1	88.8	67.2	19.6	49.0

## Cruise Unit Report ROW6 CHOKER BELL

### Unit Sale Notice Volume (MBF): ROW6 CHOKER BELL

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.1			8	2	4	2
RA	11.9			7		1	6
ALL	12.6			16	2	5	8

### Unit Cruise Design: ROW6 CHOKER BELL

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	1.0	1.0	3	3	0

### Unit Cruise Summary: ROW6 CHOKER BELL

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	8	8	2.7	0
RA	6	6	2.0	0
ALL	14	14	4.7	0

### Unit Cruise Statistics: ROW6 CHOKER BELL

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	89.6	86.6	50.0	94.7	33.1	11.7	8,489	92.7	51.4
RA	67.2	132.3	76.4	109.6	10.2	4.2	7,368	132.7	76.5
ALL	156.8	12.4	7.1	101.1	25.0	6.7	15,857	27.9	9.8

### Unit Summary: ROW6 CHOKER BELL

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	13.1	48	65	9,013	8,489	5.8	95.8	89.6	24.8	8.5
RA	LIVE	CUT	6	ALL	11.9	58	81	7,588	7,368	2.9	87.0	67.2	19.5	7.4
ALL	LIVE	CUT	14	ALL	12.5	53	73	16,601	15,857	4.5	182.8	156.8	44.2	15.9
ALL	ALL	ALL	14	ALL	12.5	53	73	16,601	15,857	4.5	182.8	156.8	44.2	15.9



# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2942187  
 Effective Date: 2/14/2024  
 Expiration Date: 2/14/2027  
 Shut Down Zone: 655 ; .  
 EARR Tax Credit:  Eligible  Non-eligible  
 Reference: Choker Bell  
30-105129

### Decision

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

### FPA/N Classification

Class II  Class III  Class IVG  Class IVS

### Number of Years Granted on Multi-Year Request

4 years  5 years

### Conditions on Approval/Reasons for Disapproval

Timing Limitations on Type S and F water(s): All work below the ordinary high water mark shall only occur between June 1 and September 30

Notify the Department of Natural Resources two business days before commencement of actual operations in Type S or F water(s). Call 360-577-2025 or email ([pcforestpractices@dnr.wa.gov](mailto:pcforestpractices@dnr.wa.gov) and the Forest Practices Forester) and provide the application number and legal description for your activity.

Issued By: Pat Coleman

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 2/14/2024

Copies to:  Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP

By: *Tonya Johnston* Date: 2/14/2024

**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 RCW 76.09.205. 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:**

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources Pacific Cascade Region</b>
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504	<u>Physical Address</u> 601 Bond Rd Castle Rock WA 98611
<u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Mailing Address</u> Post Office Box 280 Castle Rock, WA 98611-0280

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.wa.gov>

**Other Applicable Laws**

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

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

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

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

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

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

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

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

**DNR Declaration of Mailing**

I, \_\_\_\_\_ 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.

\_\_\_\_\_  
(Date)

Castle Rock, WA  
(City & State where signed)

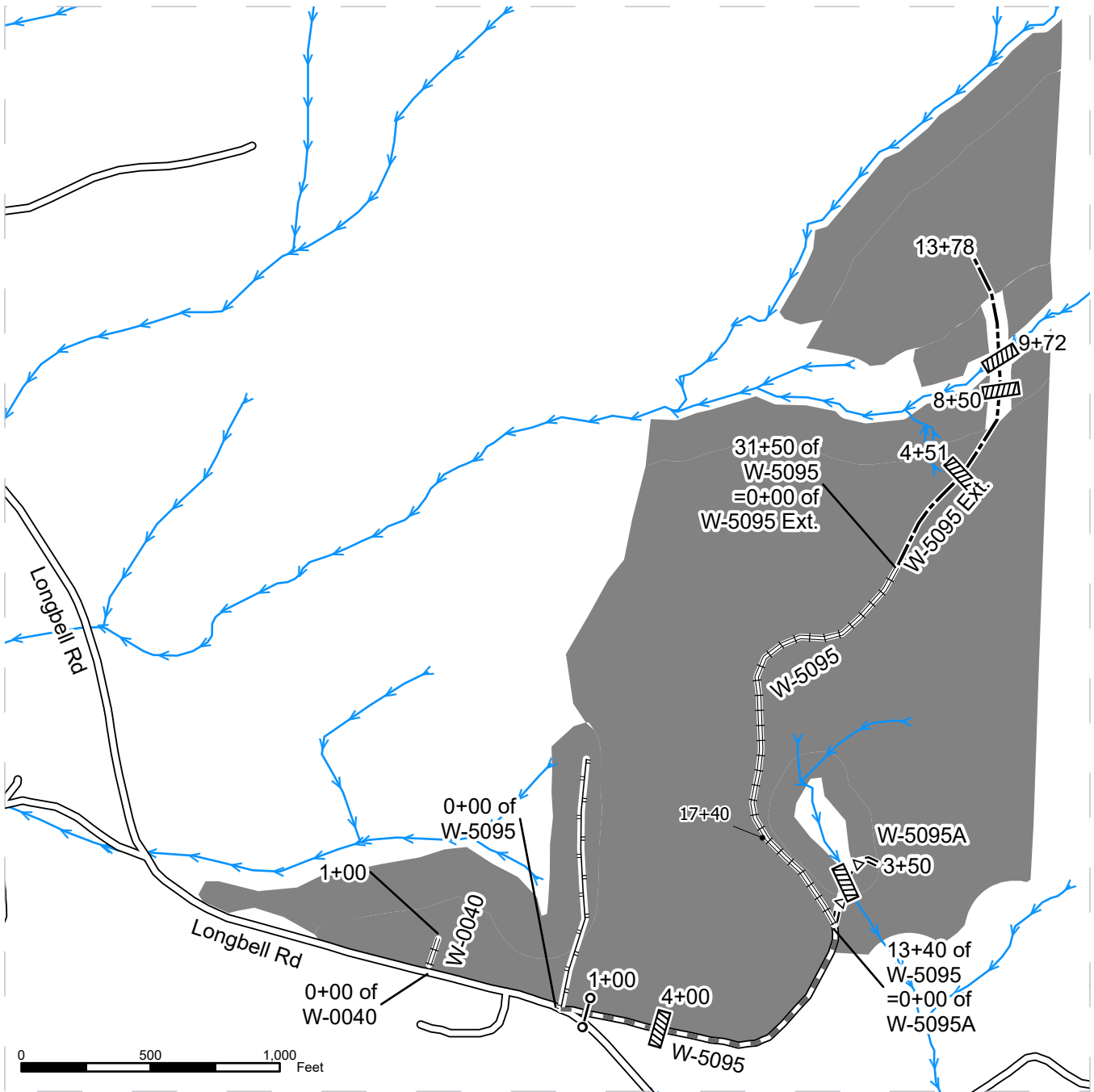
\_\_\_\_\_  
(Signature)



# ROAD PLAN MAP

**SALE NAME:** CHOKER BELL  
**AGREEMENT#:** 30-105129  
**TOWNSHIP(S):** T12R2E  
**TRUST(S):** Common School and Indemnity(3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 680-920



Existing Roads	Designated Skid Trail
Required Pre-Haul Maintenance	Culvert
Required Reconstruction	Gate Installation
Optional Pre-Haul Maintenance	Harvest Unit
Optional Construction	Streams



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

AGREEMENT NO.: 30-105129

STAFF ENGINEER: RICH WALLMOW

DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

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

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
W-0040	0+00 to 1+00	Reconstruction
W-5095	0+00 to 13+40	Pre-haul Maintenance
	13+40 to 31+50	Reconstruction

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
W-5095 Ext.	0+00 to 13+78	Construction
W-5095A	0+00 to 3+50	Pre-haul Maintenance

**0-4 CONSTRUCTION**

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

**0-5 RECONSTRUCTION**

This project includes, but is not limited to the following reconstruction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
W-0040	0+00 to 1+00	Acquire county road approach permit. Clear and grub, widen road in accordance with Typical Section Sheet. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.
W-5095	13+40 to 31+50	Clear and grub, widen road in accordance with Typical Section Sheet. Clean ditches and culverts. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.

**0-6 PRE-HAUL MAINTENANCE**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
W-5095	0+00 to 13+40	Install gate. Brush road. Install culvert. Clean ditches and culverts. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.
W-5095A	0+00 to 3+50	Brush road. Clean ditches and culverts. Construct landing. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.

**0-7 POST-HAUL MAINTENANCE**

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

**0-10 ABANDONMENT**

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

**0-13 STRUCTURES**

Purchaser shall provide a gate. Requirements for this structure are listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

**1-1 ROAD PLAN CHANGES**

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

**1-2 UNFORESEEN CONDITIONS**

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

**1-3 ROAD DIMENSIONS**

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

**1-4 ROAD TOLERANCES**

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

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

**1-6 ORDER OF PRECEDENCE**

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

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

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

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

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

**1-9 DAMAGED METALLIC COATING**

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

**1-15 ROAD MARKING**

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

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

**1-18 REFERENCE POINT DAMAGE**

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

**1-21 HAUL APPROVAL**

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

**1-22 WORK NOTIFICATIONS**

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

**1-23 ROAD WORK PHASE APPROVAL**

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

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

**1-25 ACTIVITY TIMING RESTRICTION**

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

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
All Roads, except W-5095 Ext. (8+50 to 13+78)	Construction, reconstruction and pre-haul maintenance	October 1 to April 30
W-5095 Ext. (8+50 to 13+78)	Construction and abandonment	As conditioned in FPA due to temporary fish culvert at 9+72

**1-26 OPERATING DURING CLOSURE PERIOD**

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

**1-29 SEDIMENT RESTRICTION**

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

**1-30 CLOSURE TO PREVENT DAMAGE**

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

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

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

**1-33 SNOW PLOWING RESTRICTION**

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the 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.

**1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES**

Requirements for the Longbell Road approach:

Purchaser shall build approaches to allow a smooth grade transition between the W-0040 and Longbell Road. The top of the W-0040 roads surfacing must be kept level with the surface of Longbell Road at all times. The surface of the W-0040 approach must slope down from the edge of Longbell Road at the rate of 0.5 inch(es) per foot for a distance of 5 feet, unless otherwise shown in the approach permit.

**SECTION 2 – MAINTENANCE**

**2-1 GENERAL ROAD MAINTENANCE**

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

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

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

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

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

**2-4 PASSAGE OF LIGHT VEHICLES**

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

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application or timber haul.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
W-5095	0+00 to 13+40	Grade and compact
W-5095A	0+00 to 3+50	Grade and compact

**2-6 CLEANING CULVERTS**

On the following roads, Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before rocking.

<u>Road</u>	<u>Stations</u>
W-5095	0+00 to 31+50
W-5095A	0+00 to 3+50

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

On the following roads, Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before rocking and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
W-5095	0+00 to 31+50
W-5095A	0+00 to 3+50

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**3-1 BRUSHING**

On the following roads, Purchaser shall cut vegetative material up to 5 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>
W-5095	0+00 to 31+50
W-5095A	0+00 to 3+50



**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.

**3-6 CLEARING WITHIN RIPARIAN AREA AT TYPE 1-3 STREAM CROSSING**

At the following stream crossing location(s), Purchaser shall place a log, with length equal to two (2) times the width of the ordinary high water, from the largest diameter class conifer tree cut from within the Inner Zone (25 feet either side of the stream) in the stream in accordance with the TYPICAL RIPARIAN STRATEGY STREAM CROSSING PLAN.

<u>Road</u>	<u>Stations</u>
W-5095 Ext.	9+72

**3-8 PROHIBITED DECKING AREAS**

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

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

**3-10 GRUBBING**

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

**3-11 GRUBBING WITHIN RIPARIAN AREA AT TYPE 1-3 STREAM CROSSING**

At the following stream crossing location, Purchaser shall retain all grubbed stumps (root wads) within the Inner Zone (25 feet either side of the stream) for placement in accordance with the TYPICAL RIPARIAN STRATEGY STREAM CROSSING PLAN. Three root wads must be placed in or adjacent to the stream channel. The remaining stumps grubbed from the Inner Zone must be placed at least 50 feet from the roadway in the Middle (25 feet to 100 feet from the stream) or the Outer Zones (remaining portion of RMZ).

<u>Road</u>	<u>Stations</u>
W-5095 Ext.	9+72

**3-12 STUMP PLACEMENT**

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

### **3-20 ORGANIC DEBRIS DEFINITION**

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

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

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

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

Purchaser shall not place organic debris in the following areas:

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

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

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

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

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

## **SECTION 4 – EXCAVATION**

### **4-2 PIONEERING**

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

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

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

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 15 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

#### 4-4 SWITCHBACK STANDARDS

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

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

#### 4-5 CUT SLOPE RATIO

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

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

#### 4-6 EMBANKMENT SLOPE RATIO

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

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

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

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

#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

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

The minimum embankment widening is:

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

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

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

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

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

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

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

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

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

Ditches must drain to cross-drain culverts or ditchouts.

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

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

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

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

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

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

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

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

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

**4-48 NATIVE MATERIAL**

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

**4-55 ROAD SHAPING**

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

**4-60 FILL COMPACTION**

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

**4-61 SUBGRADE COMPACTION**

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

**4-63 EXISTING SURFACE COMPACTION**

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

SECTION 5 – DRAINAGE

**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 LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts meet the specifications in Clauses 10-17 through 10-22.

**5-7 USED CULVERT MATERIAL**

On temporary roads, 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.

**5-8 TEMPORARY STREAM CULVERT INSTALLATION**

Purchaser shall install temporary culverts as shown in the Choker Bell W-5095 Ext. Temporary Fish Culvert Drawing. Temporary stream culverts must be located in the natural channel of the stream. Temporary culvert must be removed upon completion of road use and as directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
W-5095 Ext.	9+72

**5-10 CULVERT MARKER INSTALLATION**

On the following road, Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

<u>Road</u>
W-5095

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT 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 sections of banded culvert shall be installed at the inlet end.

**5-17 CROSS DRAIN SKEW AND SLOPE**

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

**5-18 CULVERT DEPTH OF COVER**

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

**5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. The type of energy dissipater and the amount of material and must be consistent with the specifications on the CULVERT LIST, except for temporary culverts. Placement must be by zero drop-height method only. 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 LIST that specify placement of rock, except for temporary culverts. Rock may not restrict the flow of water into culvert inlets or catch basins. 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.

**SECTION 6 – ROCK AND SURFACING**

**6-5 ROCK FROM COMMERCIAL SOURCE**

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

<u>Possible Source</u>	<u>Location</u>
Winston Creek Quarry	Mossyrock, WA

**6-22 FRACTURE REQUIREMENT FOR ROCK**

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

**6-23 ROCK GRADATION TYPES**

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

**6-28 1 ¼-INCH MINUS CRUSHED ROCK**

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

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

**6-36 3-INCH MINUS CRUSHED ROCK**

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

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

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

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

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

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

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

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

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

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

**6-70 APPROVAL BEFORE ROCK APPLICATION**

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



**6-71 ROCK APPLICATION**

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

**6-73 ROCK FOR WIDENED PORTIONS**

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

**6-75 OPTIONAL ROCK EXCEPTION**

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

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

<u>Road</u>	<u>Stations</u>
W-5095 Ext.	0+00 to 13+78
W-5095A	0+00 to 3+50

**6-76 DRY WEATHER ROCK COMPACTION**

On the following roads, The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
W-5095	0+00 to 17+40

**SECTION 7 – STRUCTURES**

**7-6 STREAM CROSSING INSTALLATION**

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements, and Choker Bell W-5095 Ext. Temporary Fish Culvert Drawing and FPA Conditions.

**7-70 GATE CLOSURE**

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

<u>Road</u>	<u>Station</u>
W-5095	1+00

**7-76 GATE INSTALLATION**

Purchaser shall install the listed gate. Gate installations must be completed within 30 days of subgrade approval.

<u>Road</u>	<u>Station</u>	<u>Type*</u>	<u>Remarks</u>
W-5095	1+00	Tubular	8 cy heavy rip rap available on site

Tubular gate installation must be in accordance with the GATE INSTALLATION DETAIL and GATE FABRICATION DETAIL.

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete and capped and set in a minimum of 2 cubic yards of poured-in-place concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will provide Purchaser with a padlock.

If Purchaser wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Purchaser shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

The gate must be primed and painted yellow in accordance with the GATE FABRICATION DETAIL.

**7-78 GATE SUPPLIED BY PURCHASER**

Purchaser shall provide all gates specified for installation in Clause 7-76 GATE INSTALLATION. Purchaser shall obtain written approval for the gates from the Contract Administrator before installation.

## SECTION 8 – EROSION CONTROL

### 8-1 SEDIMENT CONTROL

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

### 8-15 REVEGETATION

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

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Remarks</u>
W-0040	0+00 to 1+00	3	Seed	Abandonment only
W-5095	13+40 to 31+50	35	Seed	
W-5095 Ext.	0+00 to 4+51	17	Seed	
	4+51 to 13+78	28	Seed	Abandonment only
W-5095A	0+00 to 3+50	12	Seed	Abandonment only

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

### 8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed.

### 8-17 REVEGETATION TIMING

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

### 8-19 ASSURANCE FOR SEEDED AREA

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

**8-25 GRASS SEED**

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

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

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

**SECTION 9 – POST-HAUL ROAD WORK**

**9-1 EARTHEN BARRICADES**

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

<u>Road</u>	<u>Stations</u>
W-0040	0+00
W-5095 Ext.	4+51
W-5095A	0+00

**9-2 CULVERT REMOVAL FROM LIVE STREAM**

On the following road(s), Purchaser shall remove existing culverts from live streams and leave the resulting channel open with excavation slope and excavated channel width as specified. Place excavated material in the road prism adjacent to the fill removal. Culvert removal from live streams must be in accordance with the FPA Approval, STREAM DIVERSION PROCEDURE and ROAD PRISM WASTE DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Excavated Channel Width (ft)</u>	<u>Slope Ratio</u>
W-5095 Ext.	9+72	3.8	2:1
W-5095A	2+20	2	2:1

**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. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
W-0040	0+00 to 1+00	Light
W-5095 Ext.	4+51 to 13+78	Light
W-5095A	0+00 to 3+50	Light

## **9-22 LIGHT ABANDONMENT**

- 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 150 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 stream and ditch cross drain culverts and leave the resulting trench open in accordance with, STREAM DIVERSION PROCEDURE, CROSS DRAIN REMOVAL DETAIL and ROAD PRISM WASTE DETAIL.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Provide and evenly spread a 4-inch layer of straw to all exposed soils associated with stream culvert and puncheon removals, as well as all waste material generated by fill removal that is within 50 feet of excavation limits.

## **SECTION 10 MATERIALS**

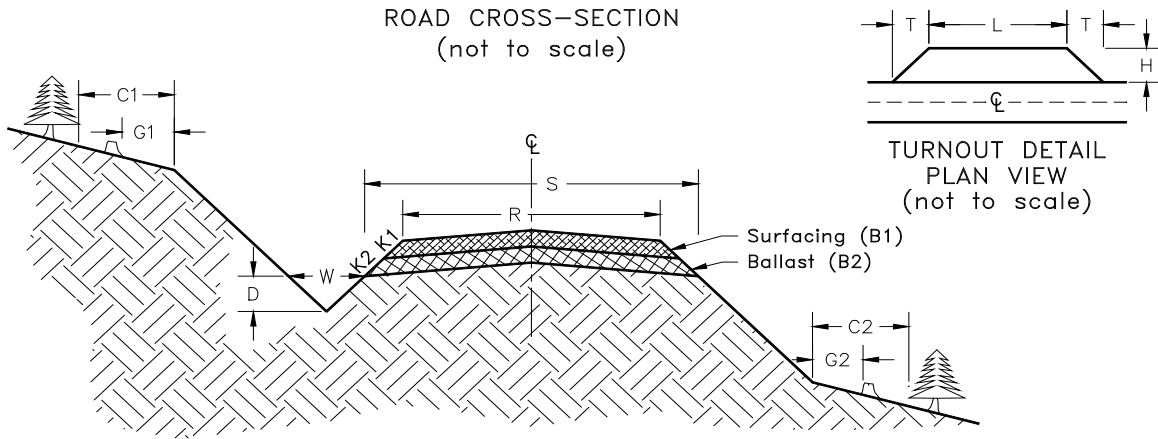
### **10-17 CORRUGATED PLASTIC CULVERT**

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

### **10-22 PLASTIC BAND**

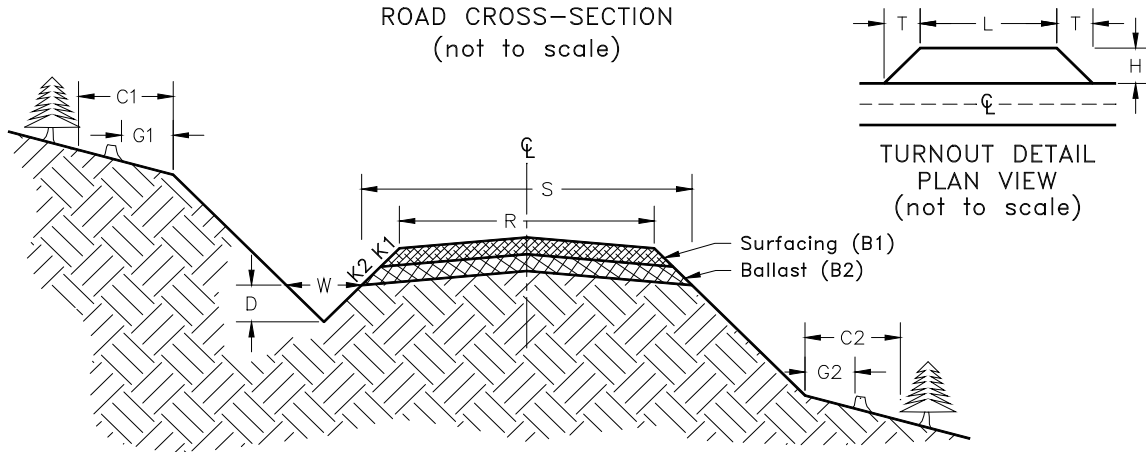
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

# TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width ft	Road Width ft	Ditch Width ft	Ditch Depth ft	Crown @ CL in	Grubbing Limits ft		Clearing Limits ft	
									G1	G2	C1	C2
W-0040	0+00	1+00	C	14	12	3	1	4	0	0	5	5
W-5095	0+00	13+40	A	-	12	3	1	4	0	0	-	-
	13+40	31+50	A	14	12	3	1	4	2	2	5	5
W-5095 Ext.	0+00	4+51	C	16	12	3	1	4	2	2	5	5
	4+51	13+78	C	14	12	3	1	4	2	2	5	5
W-5095A	0+00	3+50	A	-	12	3	1	4	0	0	5	5

# ROCK LIST



## 3-INCH MINUS CRUSHED

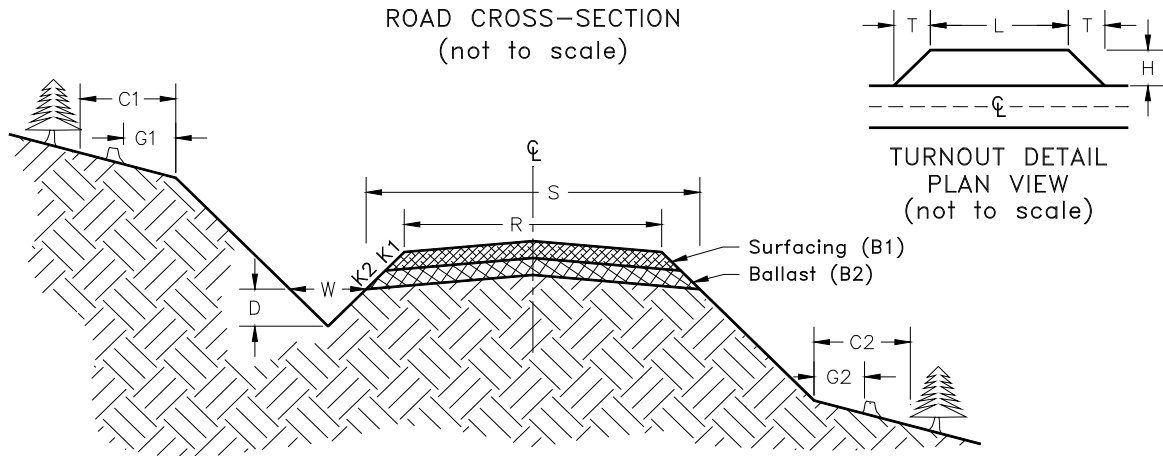
Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Commercial	Length L (ft)	Width H (ft)
W-0040	0+00	1+00	1 1/2:1	8	41	1.00	41				
	Junctions				8	1	8				
	Landings				50	1	50				
W-5095	17+40	31+50	1 1/2:1	6	30	14.10	423				
	Turnaround						16				
	Turnouts				9	1	9		40	10	25
	Curve Widening						15				
	Energy Dissipater						2				
W-5095 Ext.	* 0+00	* 4+51	1 1/2:1	12	63	4.51	284				
	* Turnarounds				34	1	34				
	* Curve Widening						10				
	* Landings						50				
W-5095 Ext.	* 4+51	* 13+78	1 1/2:1	6	30	9.27	278				
	* Turnarounds				16	1	16				
	* Turnouts				9	1	9		40	10	25
	* Curve Widening						10				
	* Landing				50	1	50				
W-5095A	* Landings				70	1	70				

\*Optional Rock in accordance with 6-75

REQUIRED 3-INCH MINUS CRUSHED: 564 CY  
 OPTIONAL 3-INCH MINUS CRUSHED: 811 CY  
 TOTAL 3-INCH MINUS CRUSHED: 1375 CY



# ROCK LIST



## 1 1/4 INCH MINUS CRUSHED

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K1	B1				Commercial	L (ft)	H (ft)	T (ft)
W-5095	0+00	17+40		4	20	17.40	348				
	Turnaround						11				
	Turnouts				6	2	12		40	10	25
	Curve Widening						10				
	Junctions					12	1	12			
	Culvert Backfill				20	2	40				
W-5095 Ext.	Culvert Backfill				30	1	30				
W-5095A	* Spot Rock						50				

\*Optional Rock in accordance with 6-75

REQUIRED 1 1/4 INCH MINUS: 463 CY  
 OPTIONAL 1 1/4 INCH MINUS: 50 CY  
 TOTAL 1 1/4 INCH MINUS: 513 CY

## CULVERT LIST

Road Number	Location	Culvert			Armoring (C.Y.)			Backfill	Bedding	Inlet	Remarks
		Dia (In)	Length	Type	Inlet	Outlet	Type	Material	Material	Marker	
W-5095	4+00	18	30	PD	0.5	0.5	3"	CR	NT	Y	Temporary Fish Culvert
W-5095 Ext.	4+51	18	40	PD	0.5	0.5	3"	CR	NT	N	
	8+50	18	30	PD	0.5	0.5	3"	CR	NT	N	
	9+72	24	40	PD	0.5	0.5	3"	CR	CR	N	

**Key:**

- 3" - 3 Inch Minus Crushed
- NT - Native (bank run)
- CR - 1 1/4 Inch Minus Crushed
- LL - Light Loose Riprap
- PD - Polyethylene Pipe Double Wall
- PSDS - Polyethylene Downspout Single Wall

## COMPACTION LIST

Road	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes
All Roads	Subgrade	12	Vibratory Smooth Drum	14,000	4
All Roads	Emabankment or Fill	18	Vibratory Smooth Drum	14,000	4
All Roads	Waste Area	24	Excavation	28,000	-
All Roads	Pre-haul Surface	6	Vibratory Smooth Drum	14,000	5
All Roads	Rock	12	Vibratory Smooth Drum	14,000	3

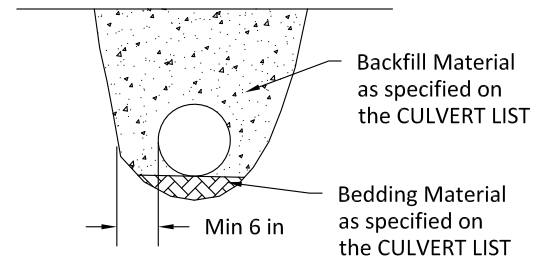
**CULVERT AND DRAINAGE SPECIFICATION DETAIL**  
PAGE 1 OF 2

**INSTALLATION REQUIREMENTS:**

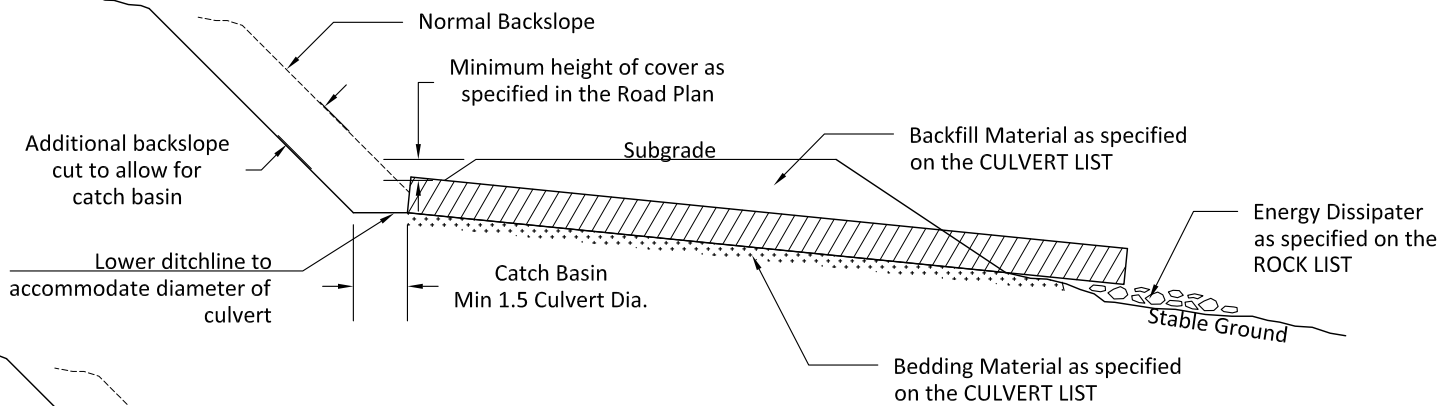
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly supported along the barrel.
2. Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST.

ALL DRAWINGS ARE NOT TO SCALE

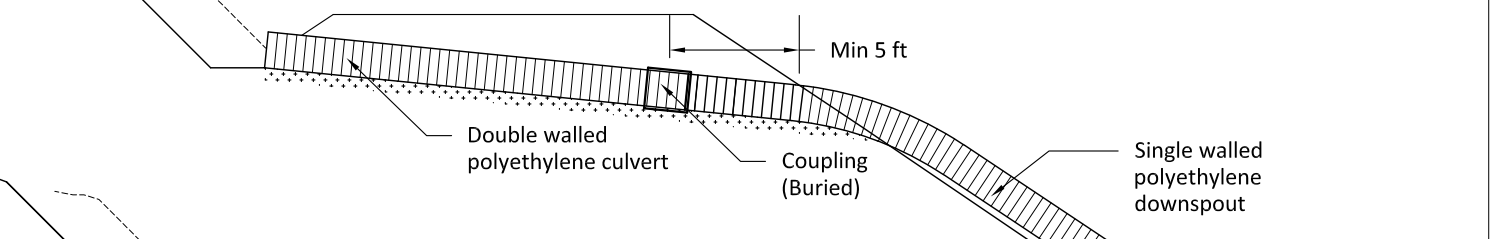
**CROSS SECTION**



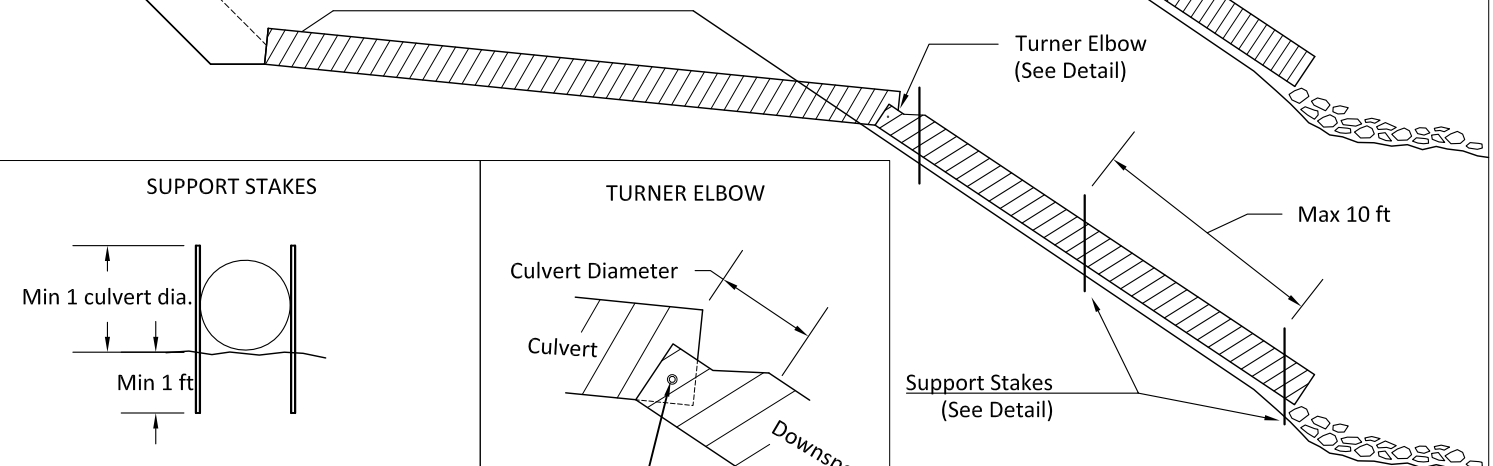
**CULVERT PROFILE (TYPICAL)**



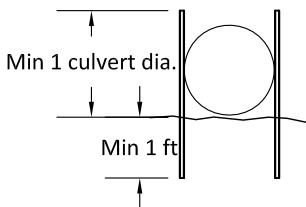
**CULVERT WITH DOWNSPOUT OPTION 1**



**CULVERT WITH DOWNSPOUT OPTION 2**

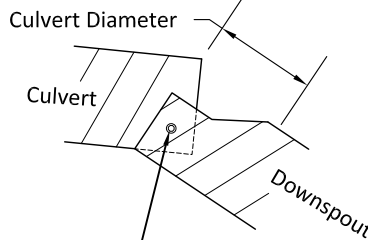


**SUPPORT STAKES**



Stake Material: T-post with rust protection coating.  
Connections: Bolt support stakes to the culvert with  $\frac{5}{8}$ " u-bolts, with washers on both the inside and outside of the culvert.  
Alternative staking methods may be approved, in writing, by the Contract Administrator.

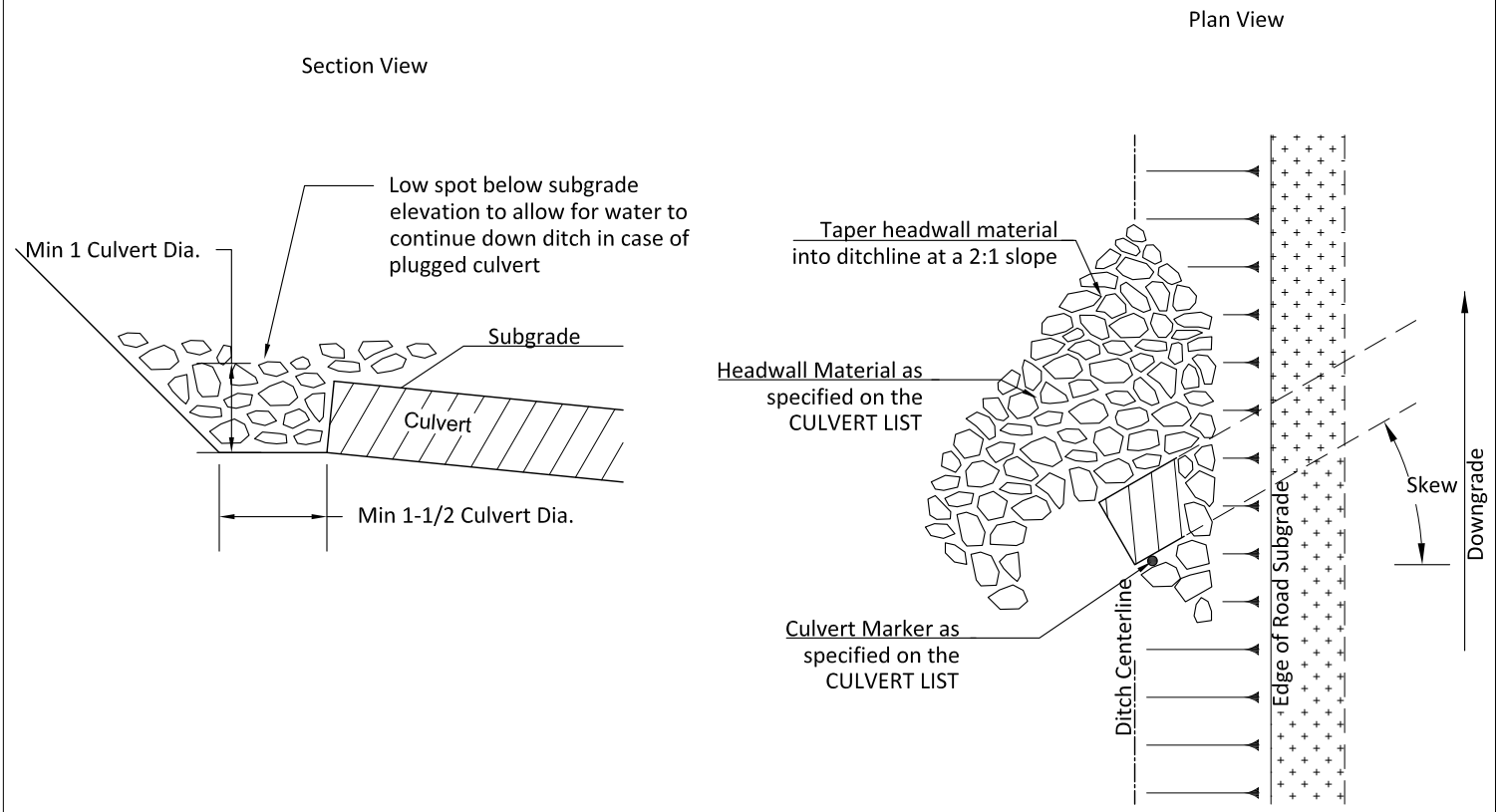
**TURNER ELBOW**



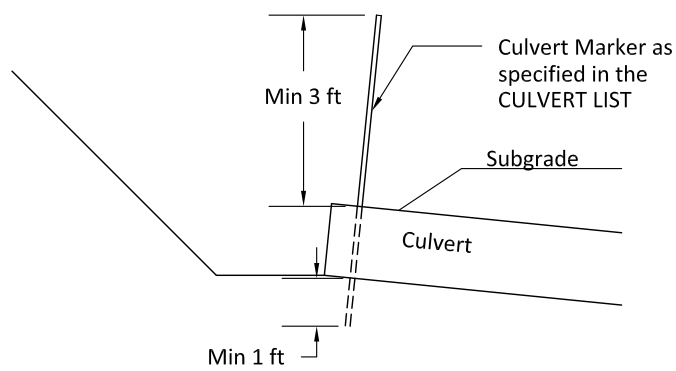
Downspout must be 6 inches larger in diameter than the culvert.

**CULVERT AND DRAINAGE SPECIFICATION DETAIL**  
**PAGE 2 OF 2**

**HEADWALLS**

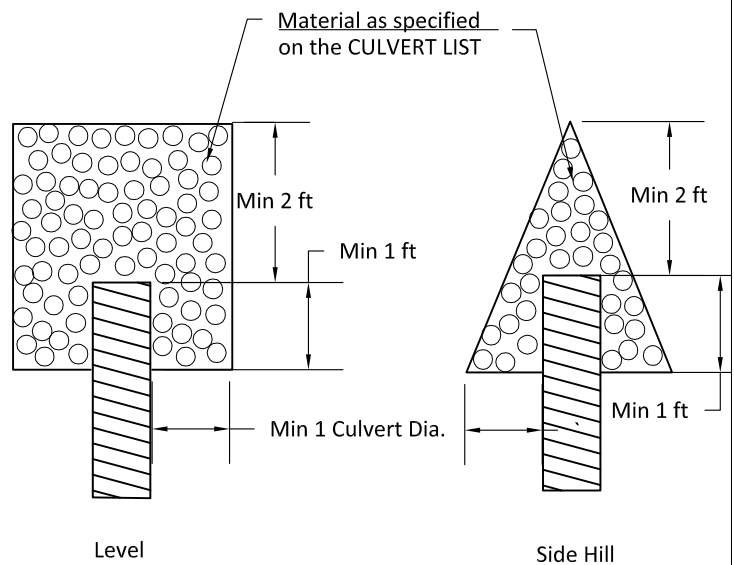


**CULVERT MARKERS**



Culvert Marker Material: 1 Inch I.D., Schedule 40 PVC Pipe, White. Marker must be capped on the top.  
 Culvert Marker Placement: Place on uphill side of culvert, between corrugations if possible.  
 Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

**ENERGY DISSIPATORS**



Min Energy Dissipater Depth: 1 Culvert Dia.

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

## Cuts and Fills

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

## Surface

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

## Drainage

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

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

## Preventative Maintenance

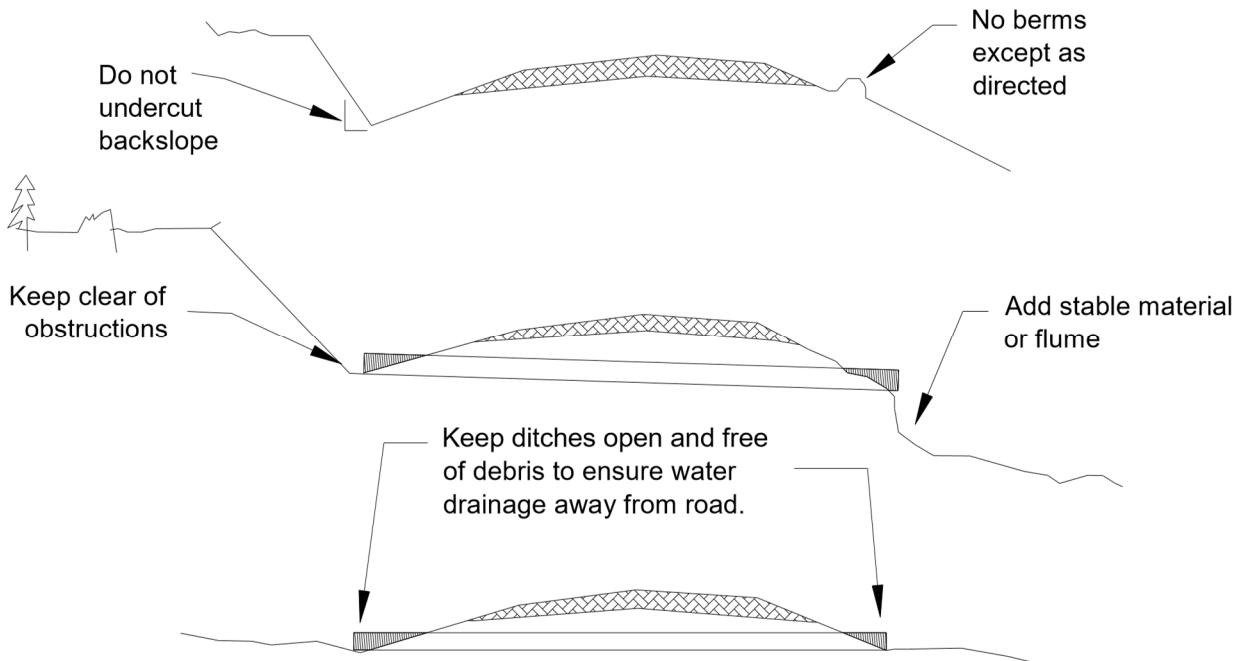
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

## Termination of Use or End of Season

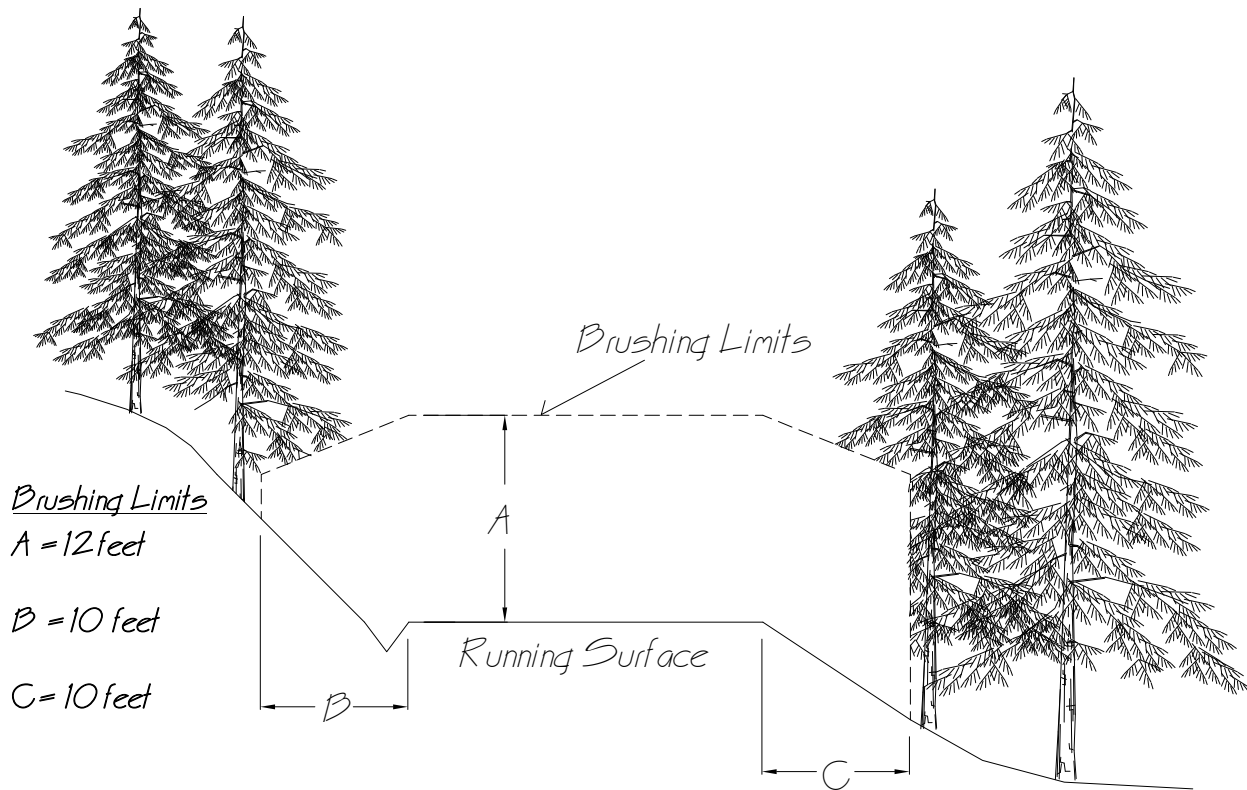
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

## Debris

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



# ROADSIDE BRUSHING DETAIL



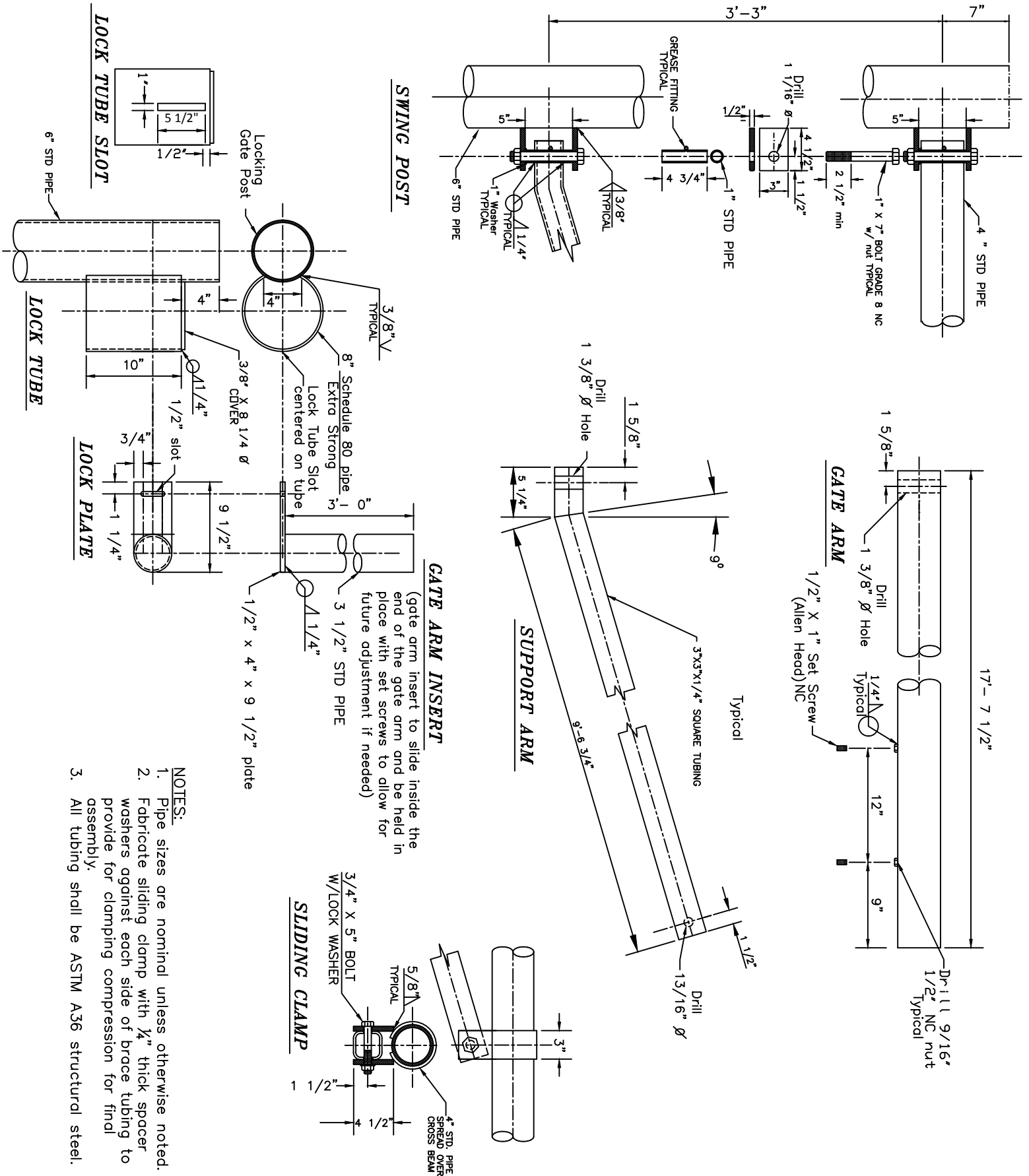
## GENERAL NOTES

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



# GATE FABRICATION DETAIL

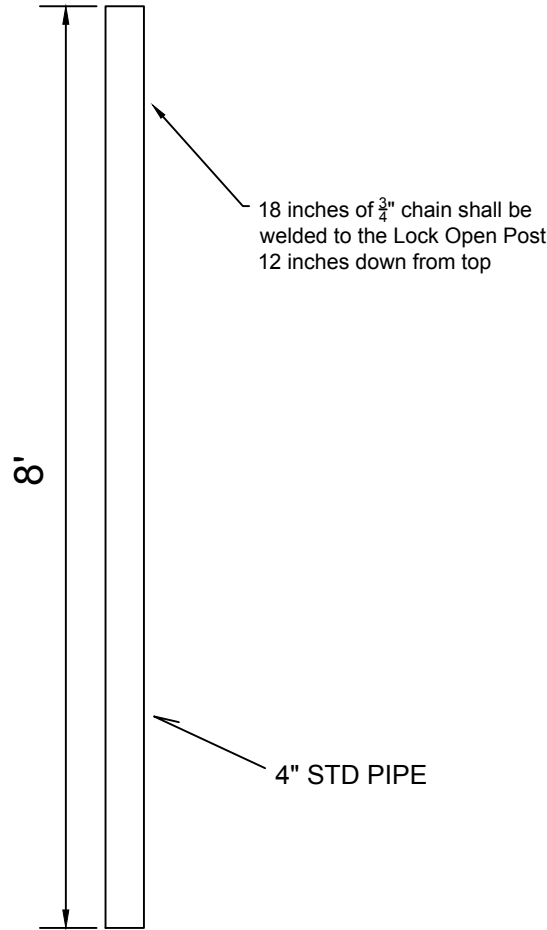
Page 1 of 2  
Not to Scale



# GATE FABRICATION DETAIL

Page 2 of 2

Not to Scale



*LOCK OPEN POST*

## NOTES:

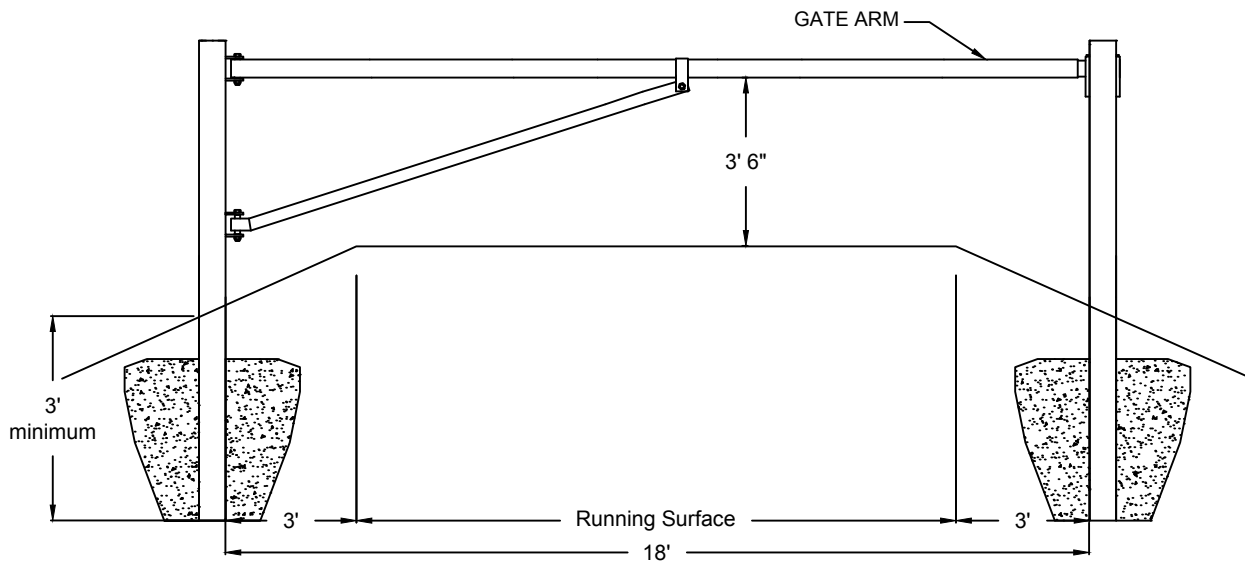
1. After fabrication, all gate components including lock open posts shall be sanded to remove all rust, scale and oily substances and painted .
2. Primer shall be Sherwin Williams Pro Industrial Pro-cryl Universal Primer or an equivalent approved by the Contract Administrator.
3. Top coat shall be Safety Yellow in color and be Sherwin Williams Pro Industrial Acrylic or an equivalent approved by the Contact Administrator.
4. Plans available in larger format upon request to the Contract Administrator.

# GATE INSTALLATION DETAIL

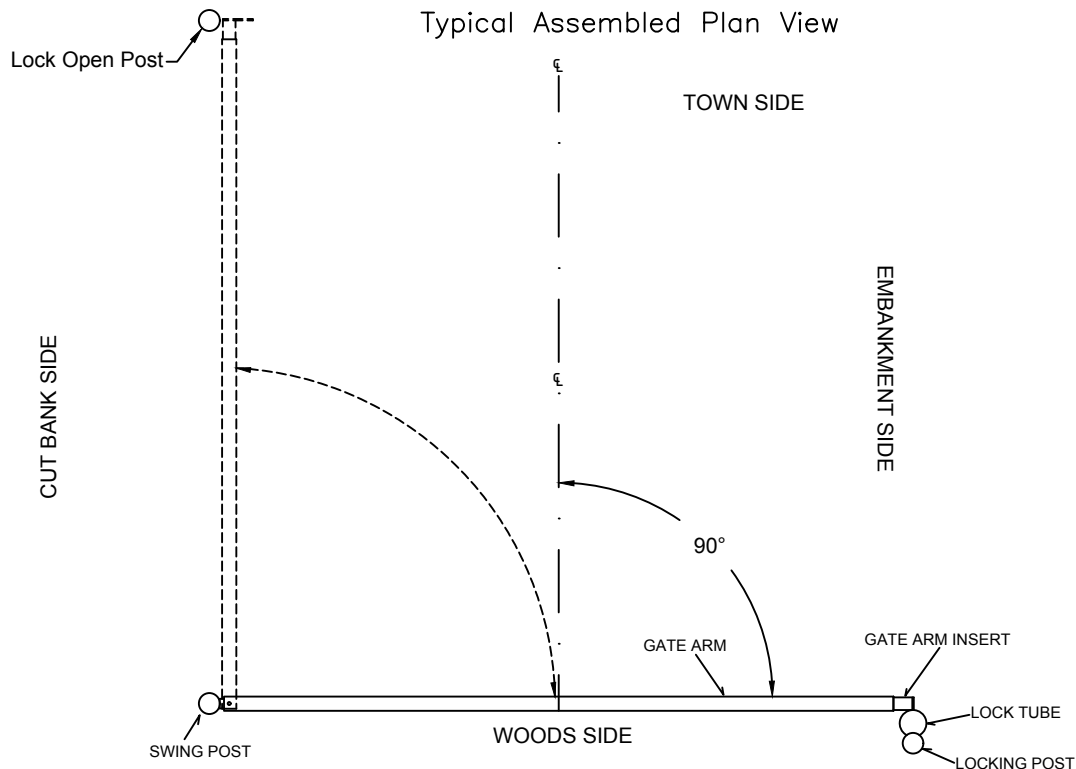
Not to Scale

- 1) Gate shall be installed perpendicular to the road centerline.
- 2) All gate posts, including lock-open post shall be installed plumb and at the same elevation.
- 3) Each gate post including lock-open post, shall be set in at least 3 cubic yards of 3000psi concrete.
- 4) Each gate post, including lock open post, shall be filled with concrete.
- 5) Lock-open post shall be set so that the chain may be locked to the lock plate.
- 6) Site specific gate installation requirements shall be as directed by the Contract Administrator.
- 7) Signs and reflectors to be mounted to gate.

Typical Assembled Profile View



Typical Assembled Plan View

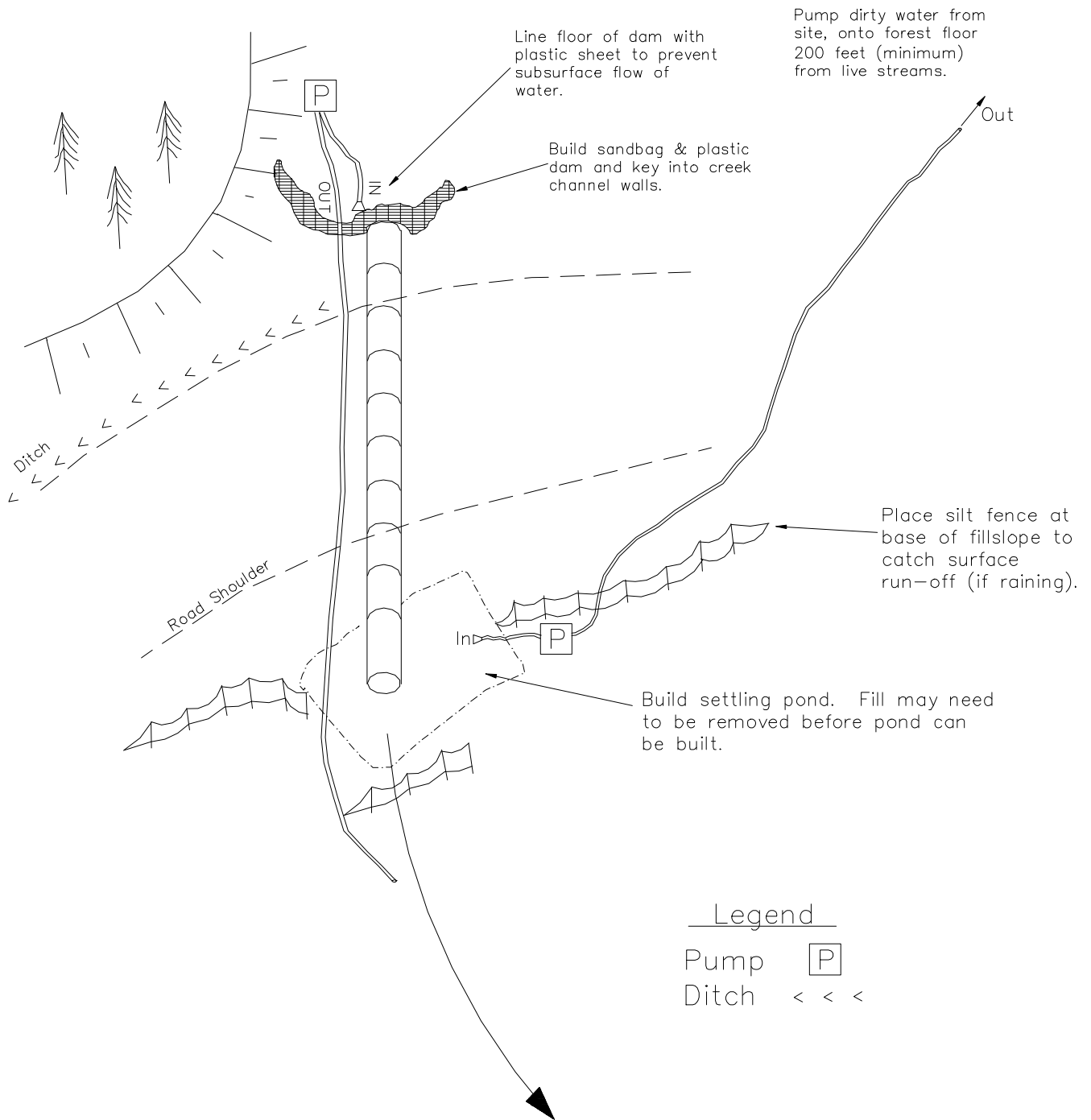


## STREAM DIVERSION PROCEDURE

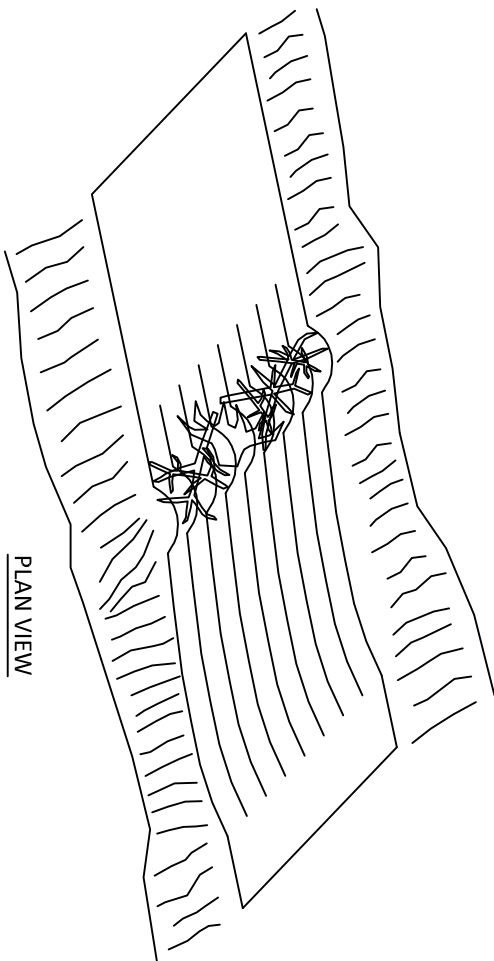
For culvert installation or removal in live waters, sites shall be dewatered within the area of direct influence of the stream. Stream culvert installations or removals will occur as follows, any deviations shall be approved, in writing, by the Contract Administrator.

1. Prior to any work within the high waterline, Purchaser shall contact the Contract Administrator for an on-site pre-work to submit a plan for pumping and/or diverting all stream flow around the work area and pumping and/or diverting any groundwater flow from out of the work area, as approved, in writing, by the Contract Administrator. The SETTLING POND AND PUMP DETAIL, included herein, is an example of a pre-approved dewatering plan.
2. Once the stream has been pumped and/or diverted, stream flow shall not be allowed through the work area until all work below the ordinary high water line has been completed and approved, in writing, by the Contract Administrator.
3. Sedimentation shall be avoided during culvert installation or removal in accordance with Road Plan Clause 1-29 SEDIMENT RESTRICTION.
4. Per Road Plan Clause 8-1 SEDIMENT CONTROL STRUCTURES, Purchaser shall install silt fences or other suitable sediment control methods as approved by the Contract Administrator.
5. Backfill any settling ponds and remove any diversion culverts.
6. Maintain a clean jobsite in accordance with Road Plan Clause 7-5 STRUCTURE DEBRIS.

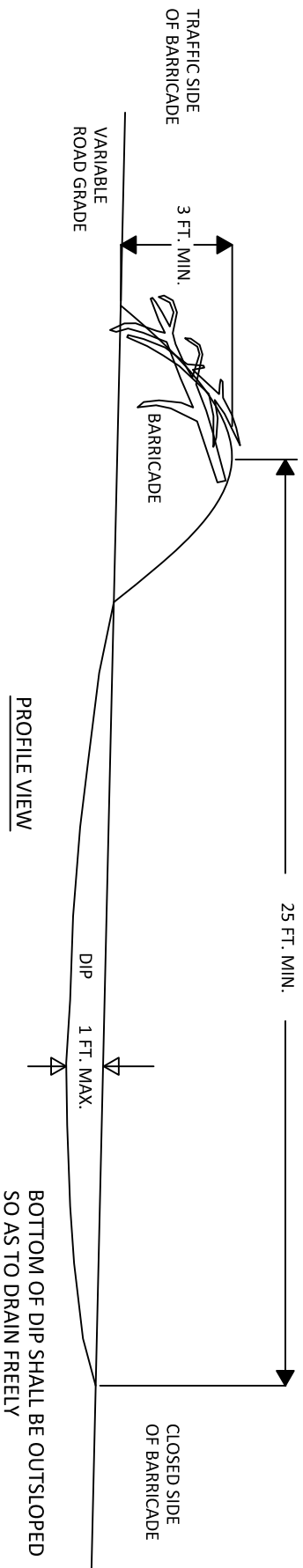
# SETTLING POND AND PUMP DETAIL



# EARTHEN BARRICADE DETAIL

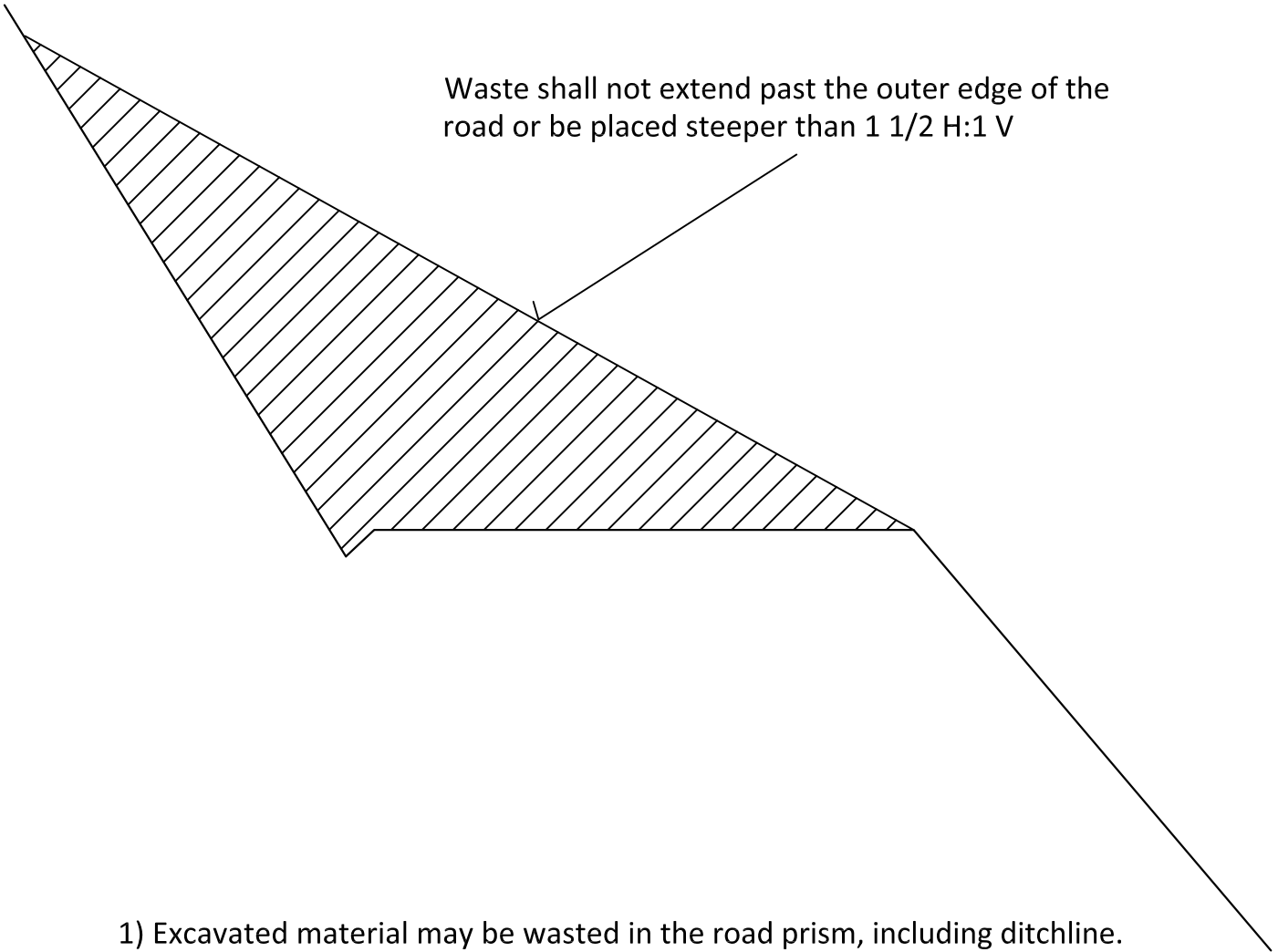


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.



## ROAD PRISM WASTE DETAIL

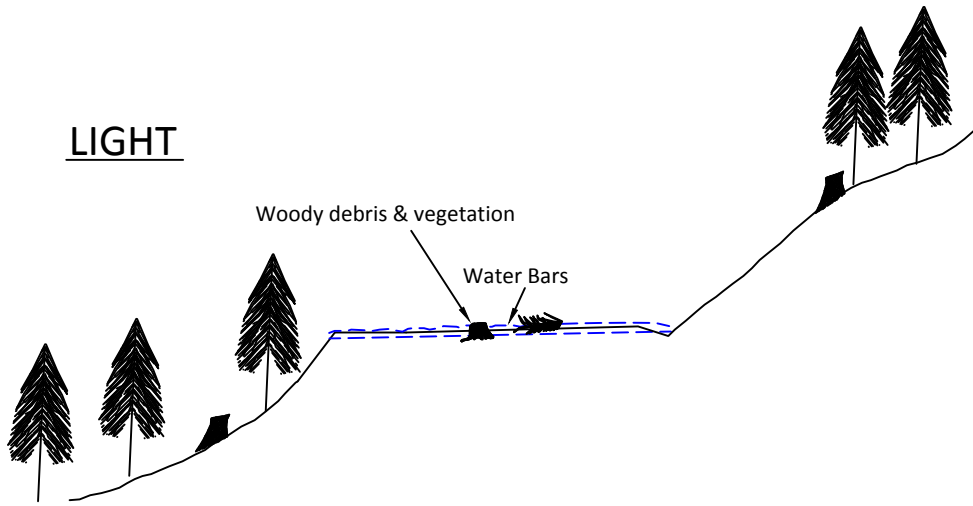
Waste shall not extend past the outer edge of the road or be placed steeper than 1 1/2 H:1 V



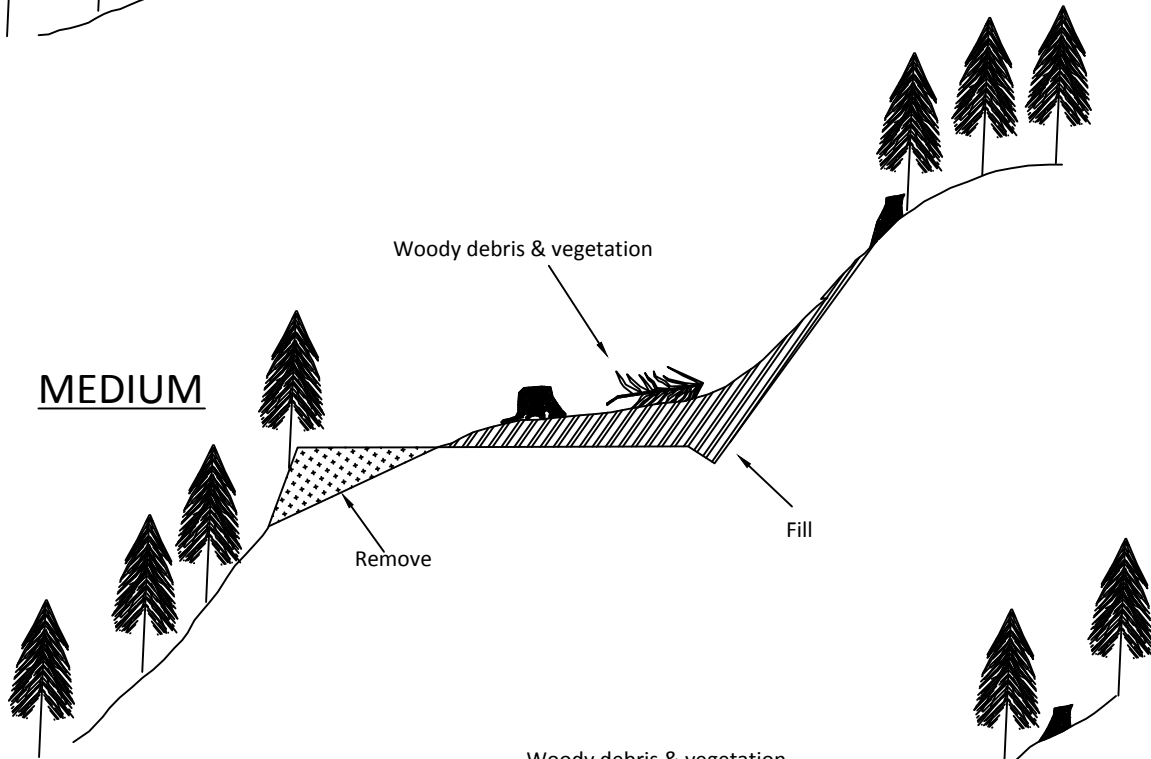
- 1) Excavated material may be wasted in the road prism, including ditchline.
- 2) Waste shall be sloped no steeper than 1 1/2 H : 1 V and placed a minimum of 10 feet from the edge of excavation limits.
- 3) Waste material shall not impede the natural drainage of water.
- 4) Waste shall be placed in 2 foot lifts and compacted by routing tracked excavation equipment over it.
- 5) A water bar shall be constructed immediately above the waste area.
- 6) Woody debris shall not be buried in waste areas. Available woody debris shall be scattered across the top of the waste area.

# ROAD ABANDONMENT CROSS SECTIONS

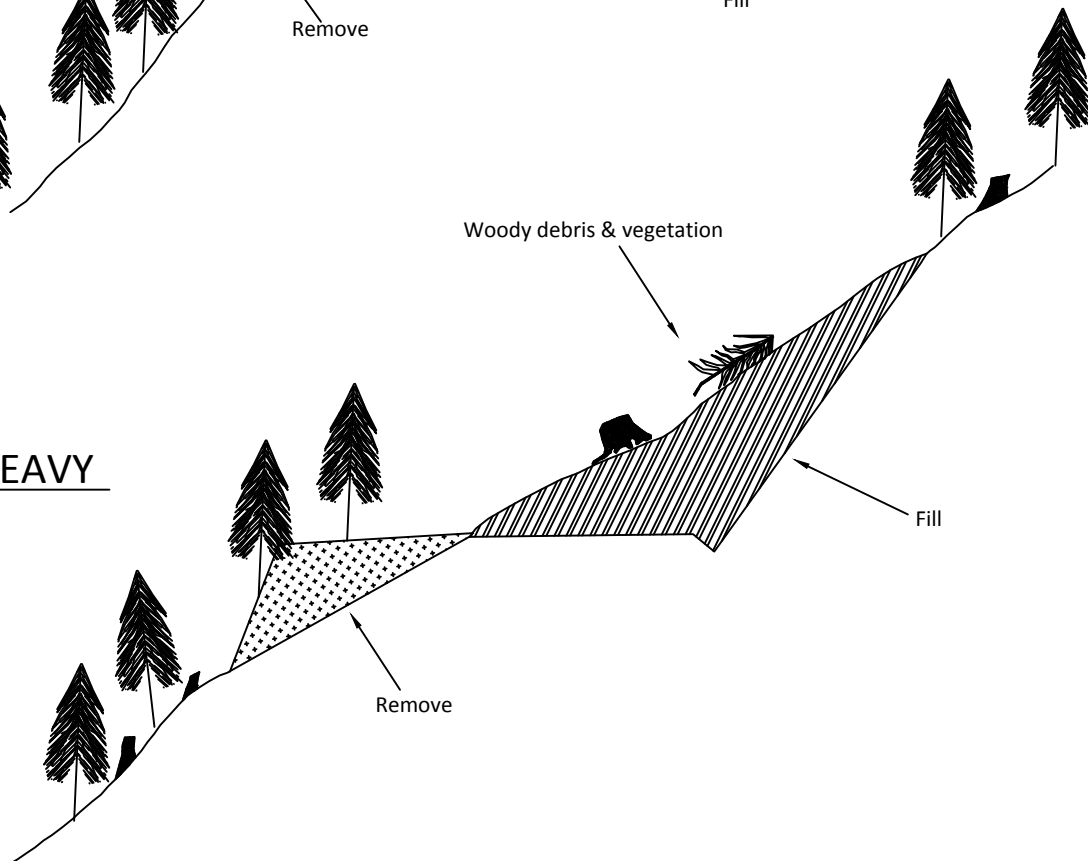
LIGHT



MEDIUM

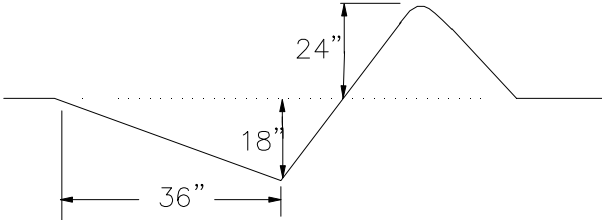
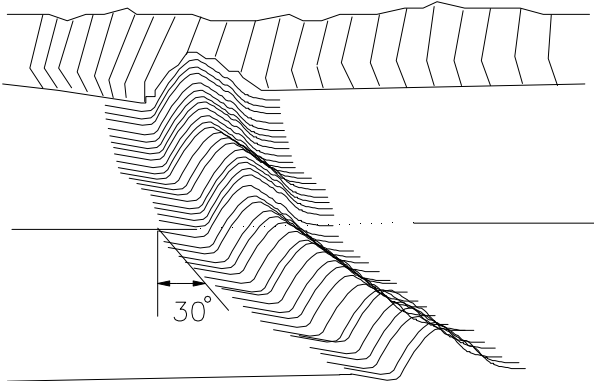


HEAVY

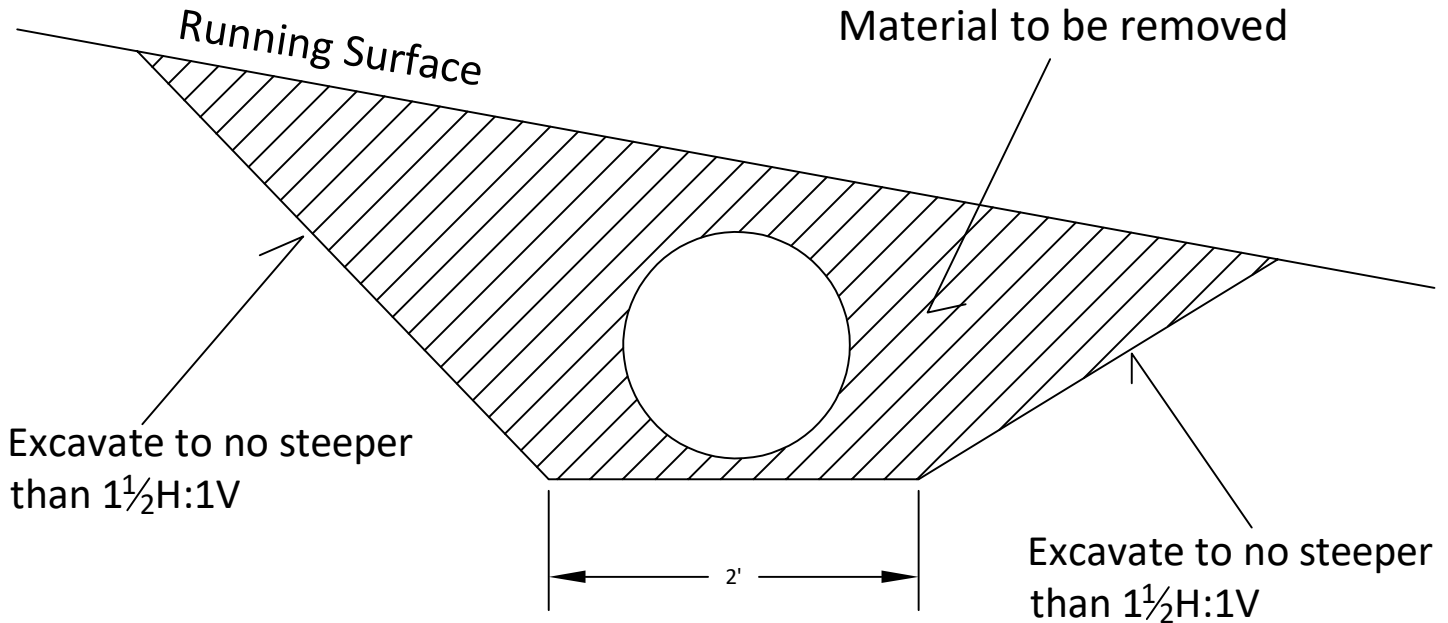




NON-DRIVABLE WATER BAR DETAIL

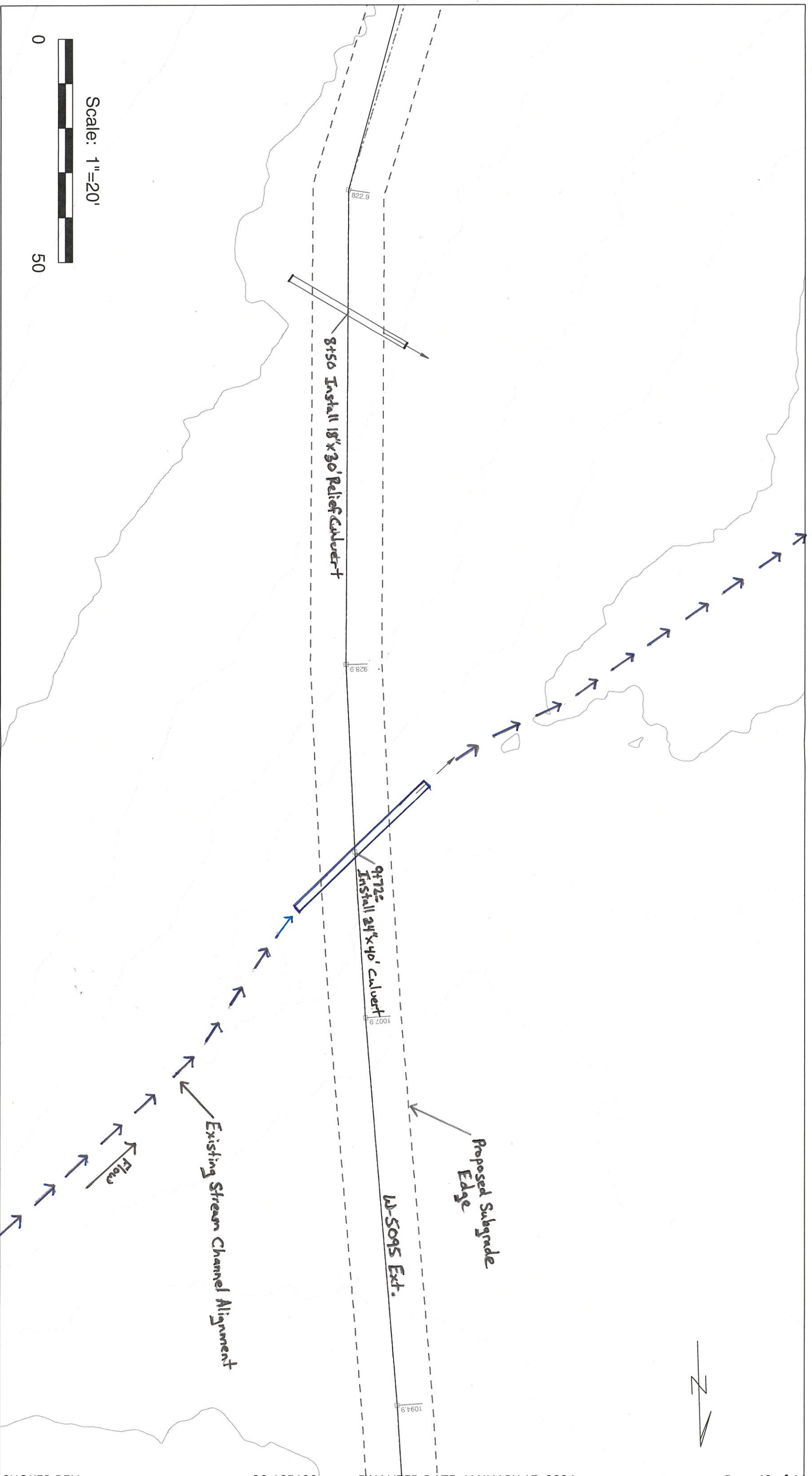


# CROSSDRAIN REMOVAL DETAIL

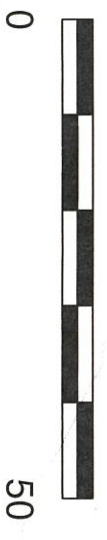


1) Excavated material may be wasted on the road surface on the downhill side of the excavation. Waste material shall be sloped at no steeper than 1½ H:1V.

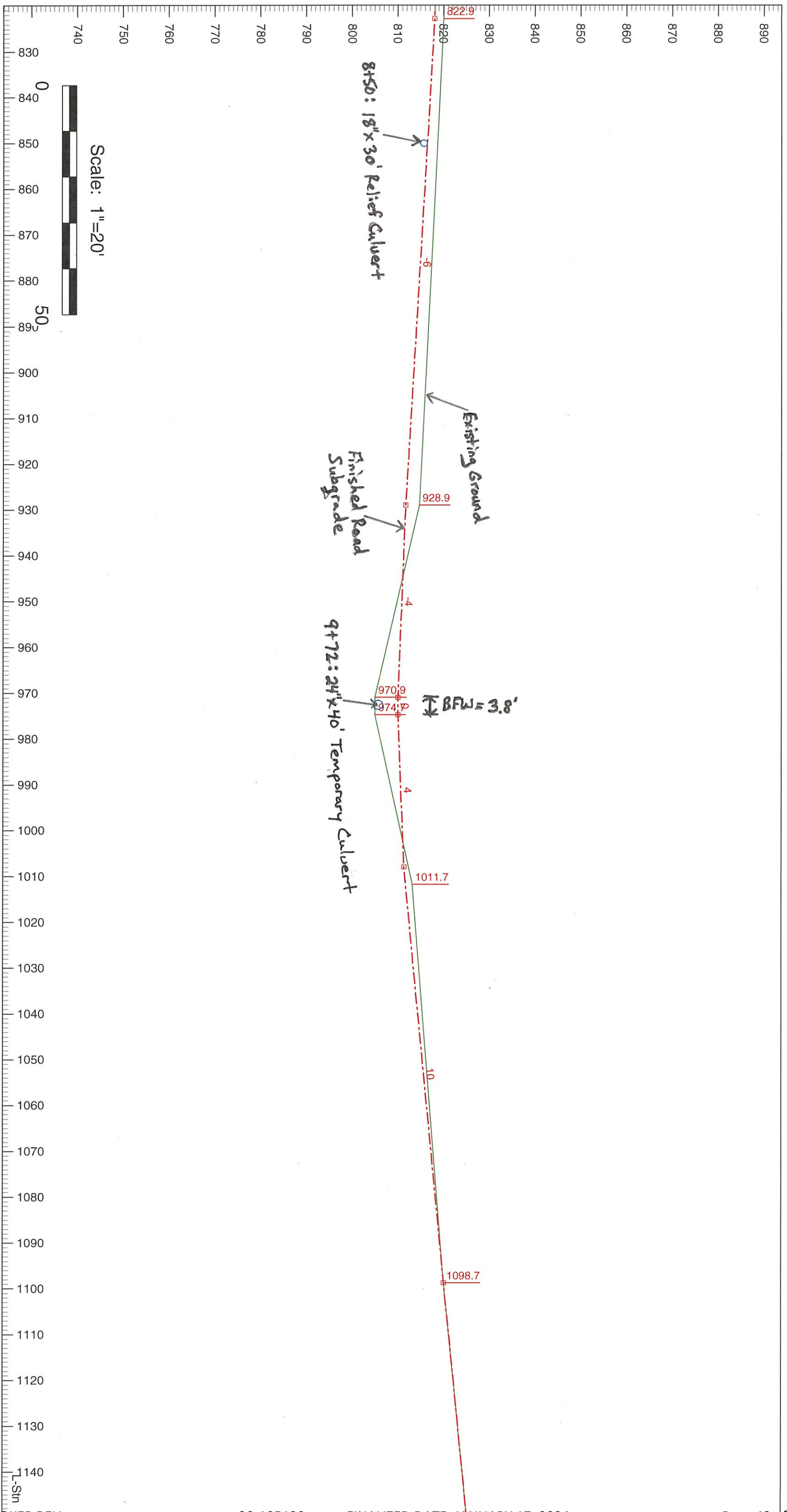
2) Resulting trench shall be keyed into the ditchline and sloped towards the outside edge of the road with a drop of at least 1 foot in 10 feet.



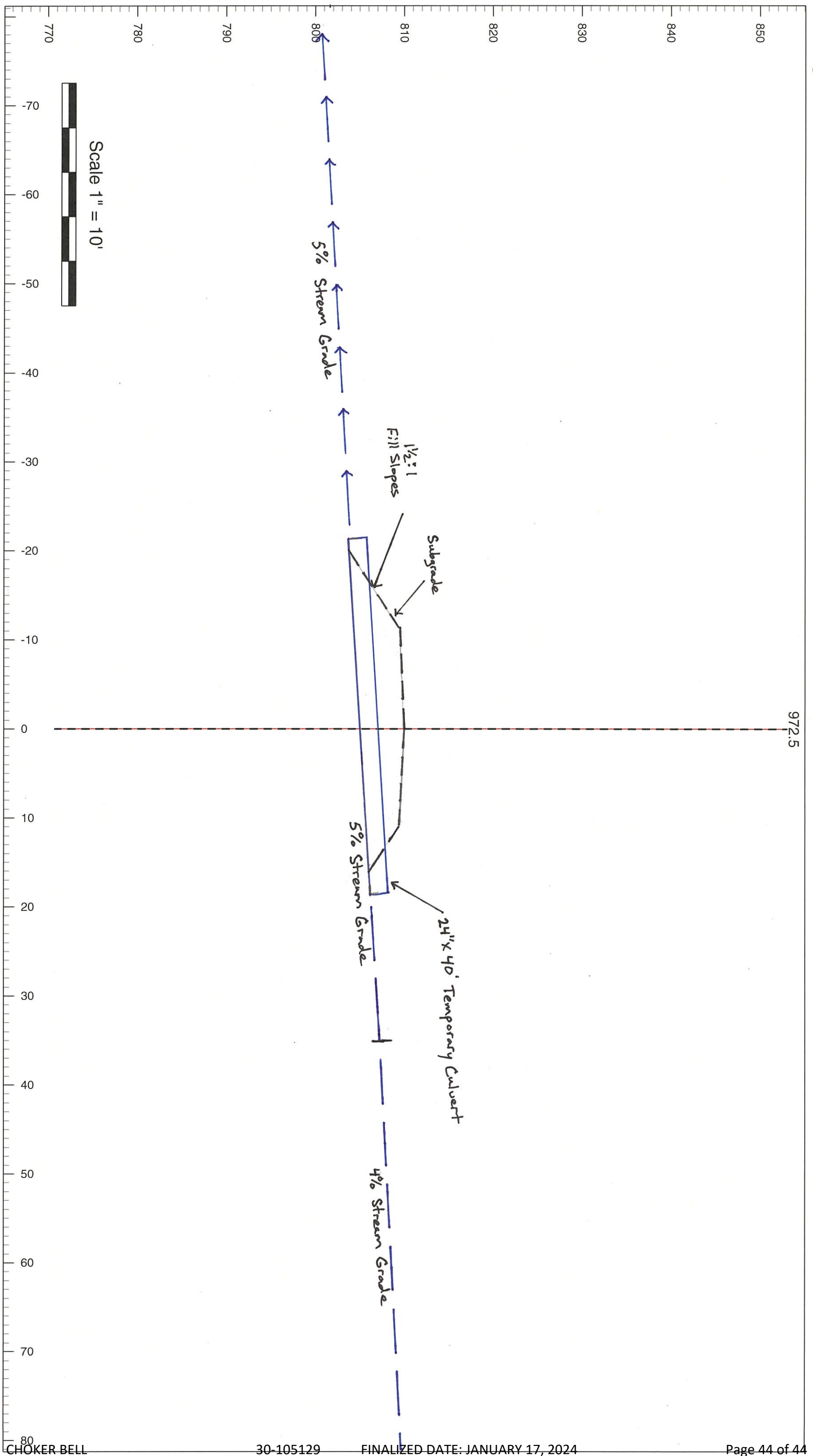
Scale: 1"=20'



Sec. 36, T12N R2E  
LAT & LONG: -122.491541, 46.485028



Sec. 36, T12N R2E  
 LAT & LONG: -122.491541, 46.485028



Sec. 36, T12N R2E  
LAT & LONG: -122.491541, 46.485028

## SUMMARY - Road Development Costs

REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Choker Bell

AGREEMENT #: 30-105129

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ROAD NUMBERS:	Optional: W-5095 Ext.			
	Required: W-0040, W-5095, W-5095A			
ROAD STANDARD:	Construction	Reconstruction	Maintenance	
NUMBER OF STATIONS:	13.78	19.10	16.90	
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:	\$7,333.82	\$5,206.15	\$2,591.88	
ROAD ROCK:				
	Optional:	\$20,307.18	\$0.00	\$3,126.60
	Required:	\$0.00	\$15,703.73	\$10,540.26
	Total:	\$20,307.18	\$15,703.73	\$13,666.86
STOCKPILE:	-	-	\$0.00	
CULVERTS AND FLUMES:	\$4,513.10	\$923.00	\$923.00	
STRUCTURES:	-	-	\$8,000.00	
MOBILIZATION:	\$2,661.47	\$1,889.33	\$940.60	
TOTAL COSTS:	\$34,815.57	\$23,722.21	\$26,122.34	
COST PER STATION:	\$2,527	\$1,242	\$1,546	
ROAD DEACTIVATION & ABANDONMENT COSTS:	\$1,729.26	\$448.60	\$1,405	
	<b>10% OVERHEAD AND GENERAL EXPENSE =</b>		<b>\$8,466.01</b>	
	<b>TOTAL (All Roads) =</b>		<b>\$96,708.99</b>	
	<b>TOTAL (Minus Optional Rock) =</b>		<b>\$73,275.21</b>	
	<b>SALE VOLUME MBF =</b>		<b>1,788</b>	
	<b>TOTAL \$/MBF =</b>		<b>\$54.09</b>	
	<b>TOTAL \$/MBF (Minus Optional Rock) =</b>		<b>\$40.98</b>	

Profit and Risk costs are accounted on an individual basis.

## SUMMARY OF ROAD

Sale: Choker Bell

Road: W-0040

Required  
Pre-Haul Maintenance- 0+00 stations  
0.00 miles

Required  
Reconstruction - 1+00 stations  
0.02 miles

Required  
Construction - 0+00 stations  
0.00 miles

Required Abandonment- 1+00 stations  
0.02 miles

Optional  
Reconstruction - 0+00 stations  
0.00 miles

Optional  
Construction - 0+00 stations  
0.00 miles

### RECONSTRUCTION

#### CLEARING/GRUBBING

Scattering Organic Debris 1.00 sta @ \$140.00 per sta \$140.00

#### EXCAVATION

Construct ditch- 1.00 stations @ \$67.19 per station \$67.19  
Grade and shape subgrade - 1.00 stations @ \$14.60 per station \$14.60

#### MISC.

Roll subgrade w/ vibratory roller prior to rocking - 1.00 stations @ \$12.12 per station \$12.12  
Reconstruct landing - 1.00 @ \$269.23 each \$269.23

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$503.14**

### ROCK

0+00 to 1+00 99 cy. of Ballast @ \$25.27 per c.y. = \$2,501.73  
TOTAL ROCK **\$2,501.73**

### ABANDONMENT

Construct Earthen Barricade- 1.00 @ \$180.00 each \$180.00  
Grass seed and fertilize - 3.00 lbs @ \$4.00 per lbs \$12.00  
Rip road - 1.00 hrs @ \$256.60 per hr \$256.60  
TOTAL ABANDONMENT **\$448.60**

SUBTOTAL **\$3,453.47**

### MOBILIZATION

SUBTOTAL **\$182.59**

### OVERHEAD & GENERAL EXPENSES

10%

SUBTOTAL **\$363.61**

Optional Rock? NO

**TOTAL \$3,999.67**

**COST PER STATION \$3,999.67**

## SUMMARY OF ROAD

Sale:	<b>Choker Bell</b>				Road: <b>W-5095</b>
Required Pre-Haul Maintenance-	13+40	stations	Required Reconstruction -	18+10	stations
	0.25	miles	Optional Reconstruction -	0+00	stations
Required Abandonment-	0+00	stations		0.00	miles
	0.00	miles		0+00	stations
	0.00	miles		0.00	miles

### PRE-HAUL MAINTENANCE

#### CLEARING

Roadside Brushing 0.25 miles @ \$1,950.00 per mile = \$487.50

#### EXCAVATION

Clean ditch & Culverts- 13.40 stations @ \$67.19 per station \$900.35

#### MISC.

Grade and shape existing road surface - 13.40 stations @ \$18.25 per station \$244.55

Roll shaped road surface w/ vibratory roller prior to rocking - 13.40 stations @ \$9.70 per station \$129.98

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$1,762.38**

### RECONSTRUCTION

#### CLEARING/GRUBBING

Scattering Organic Debris 18.10 sta @ \$140.00 per sta \$2,534.00

#### EXCAVATION

Pull and clean ditch- 18.10 stations @ \$67.19 per station \$1,216.14

Construct ditchouts - 1.00 @ \$60.00 each \$60.00

Grade and shape subgrade - 18.10 stations @ \$14.60 per station \$264.26

#### MISC.

Roll subgrade w/ vibratory roller prior to rocking - 18.10 stations @ \$12.12 per station \$219.37

Reconstruct turnouts @ sta. - 1.00 @ \$134.62 each \$134.62

Reconstruct turnaround @ sta. - 1.00 @ \$134.62 each \$134.62

Grass seed and fertilize - 35.00 lbs @ \$4.00 per lbs \$140.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$4,703.01**

### CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>	30	LF of 18"	\$915.00	0	LF of 24"	\$0.00
			\$915.00			\$0.00
<u>Culvert Stakes &amp; Markers</u>						
1 markers			\$8.00			
			\$8.00			TOTAL CULVERTS
						<b>\$923.00</b>

### ROCK

0+00 to	17+40	393	cy. of	Crushed	@	\$26.82	per c.y.=	\$10,540.26
Culvert Backfill	See Culvert List	40	cy. of	Crushed	@	\$26.62	per c.y.=	\$1,064.80
17+40 to	31+50	463	cy. of	Ballast	@	\$26.08	per c.y.=	\$12,075.04
13+40 to	17+40	0	cy. of	Crushed	@	\$26.99	per c.y.=	\$0.00
Energy Dissipator	See Rock List	2	cy. of	Ballast	@	\$31.08	per c.y.=	\$62.16
							TOTAL ROCK	<b>\$23,742.26</b>

### ADDITIONAL REQUIREMENTS

Gate Purchase and Installation 1.00 @ \$8,000.00 each \$8,000.00

TOTAL ADDITIONAL REQUIREMENTS **\$8,000.00**

SUBTOTAL **\$39,130.65**

### MOBILIZATION

SUBTOTAL **\$2,346.31**

### OVERHEAD & GENERAL EXPENSES

SUBTOTAL 10% **\$4,147.70**

**TOTAL \$45,624.66**

Optional Rock? NO

**COST PER STATION \$1,448.40**



## SUMMARY OF ROAD

Sale: <b>Choker Bell</b>		Road: <b>W-5095 Ext.</b>
Required Pre-Haul Maintenance- <span style="float: right; border: 1px solid black; padding: 2px;">0+00</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.00</span> miles	Required Reconstruction - <span style="float: right; border: 1px solid black; padding: 2px;">0+00</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.00</span> miles	Required Construction - <span style="float: right; border: 1px solid black; padding: 2px;">0+00</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.00</span> miles
Required Abandonment- <span style="float: right; border: 1px solid black; padding: 2px;">9+27</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.18</span> miles	Optional Reconstruction - <span style="float: right; border: 1px solid black; padding: 2px;">0+00</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.00</span> miles	Optional Construction - <span style="float: right; border: 1px solid black; padding: 2px;">13+78</span> stations <span style="float: right; border: 1px solid black; padding: 2px;">0.26</span> miles

### CONSTRUCTION

#### CLEARING/GRUBBING

Scattering Organic Debris 13.78 sta @ \$280.00 per sta \$3,858.40

#### EXCAVATION

Road Construction Earthwork 13.78 sta. @ \$152.17 per sta. = \$2,096.90  
 Grade and shape subgrade - 13.78 stations @ \$14.60 per station \$201.19

#### MISC.

Roll subgrade w/ vibratory roller prior to rocking - 13.78 stations @ \$12.12 per station \$167.01  
 Construct turnouts @ sta. - 1.00 @ \$134.62 each \$134.62  
 Construct turnaround @ sta. - 2.00 @ \$134.62 each \$269.24  
 Construct landing - 1.00 @ \$538.46 each \$538.46  
 Grass seed and fertilize - 17.00 lbs @ \$4.00 per lbs \$68.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$7,333.82**

### CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>	70	LF of 18"	\$2,135.00	40	LF of 24"	\$2,354.10
			\$2,135.00			\$2,354.10
<u>Culvert Stakes &amp; Markers</u>	3	markers	\$24.00			
			\$24.00			<b>TOTAL CULVERTS</b>
						<b>\$4,513.10</b>

### ROCK

Culvert Backfill	9+72	30	cy. of	Crushed	@	\$26.58	per c.y.=	\$797.40
0+00 to	4+51	378	cy. of	Ballast	@	\$26.28	per c.y.=	\$9,933.84
								<b>TOTAL ROCK</b>
								<b>\$20,307.18</b>

### ADDITIONAL REQUIREMENTS

Stream diversion installation-	2.00	hrs @	\$256.60	per hr	\$513.20
Stream pumping	0.30	days @	\$183.20	per day	\$54.96
					<b>TOTAL ADDITIONAL REQUIREMENTS</b>
					<b>\$568.16</b>

### ABANDONMENT

Construct waterbar -	6.00	@	\$60.00	each	\$360.00
Construct Earthen Barricade -	1.00	@	\$180.00	each	\$180.00
Grass seed and fertilize -	28.00	lbs @	\$4.00	per lbs	\$112.00
Straw/hay mulching	10.00	bales @	\$20.00	per bale	\$200.00
Remove culverts from state lands -	2.00	@	\$309.10	total	\$309.10
Stream diversion installation-	2.00	hrs @	\$256.60	per hr	\$513.20
Stream pumping	0.30	days @	\$183.20	per day	\$54.96
					<b>TOTAL ADDITIONAL REQUIREMENTS</b>
					<b>\$1,729.26</b>

SUBTOTAL **\$34,451.52**

### MOBILIZATION

SUBTOTAL **\$2,661.47**

### OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$3,711.30**

**TOTAL** **\$40,824.29**

Optional Rock? YES

**COST PER STATION** **\$2,962.58**

## SUMMARY OF ROAD

Sale: Choker Bell Road: W-5095A

Required Pre-Haul Maintenance- <span style="border: 1px solid black; padding: 2px;">3+50</span> stations <span style="border: 1px solid black; padding: 2px;">0.07</span> miles	Required Reconstruction - <span style="border: 1px solid black; padding: 2px;">0+00</span> stations <span style="border: 1px solid black; padding: 2px;">0.00</span> miles	Required Construction - <span style="border: 1px solid black; padding: 2px;">0+00</span> stations <span style="border: 1px solid black; padding: 2px;">0.00</span> miles
Required Abandonment- <span style="border: 1px solid black; padding: 2px;">3+50</span> stations <span style="border: 1px solid black; padding: 2px;">0.07</span> miles	Optional Reconstruction - <span style="border: 1px solid black; padding: 2px;">0+00</span> stations <span style="border: 1px solid black; padding: 2px;">0.00</span> miles	Optional Construction - <span style="border: 1px solid black; padding: 2px;">0+00</span> stations <span style="border: 1px solid black; padding: 2px;">0.00</span> miles

### PRE-HAUL MAINTENANCE

<b>CLEARING</b>						
Roadside Brushing	0.07	miles	@	\$1,950.00	per mile =	\$136.50
<b>EXCAVATION</b>						
Clean ditch & culvert	3.50	stations	@	\$67.19	per station	\$235.17
<b>MISC.</b>						
Grade and shape existing road surface -	3.50	stations	@	\$18.25	per station	\$63.88
Roll shaped road surface w/ vibratory roller prior to rocking -	3.50	stations	@	\$9.70	per station	\$33.95
Reconstruct Landing	1.00		@	\$360.00	each	\$360.00
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.						<b>\$829.50</b>

### ROCK

Spot Rock	0+00	50	cy. of	Crushed	@	\$26.72	per c.y.=	\$1,336.00
0+00 to	0+00	70	cy. of	Ballast	@	\$25.58	per c.y.=	\$1,790.60
TOTAL ROCK								<b>\$3,126.60</b>

### ABANDONMENT

Construct waterbar -	2.00	@	\$60.00	each	\$120.00	
Construct Spoil Berm -	1.00	@	\$180.00	each	\$180.00	
Grass seed and fertilize -	12.00	lbs @	\$4.00	per lbs	\$48.00	
Straw/hay mulching	14.00	bales @	\$20.00	per bale	\$280.00	
Remove culverts from state lands -	1.00	@	\$209.12	total	\$209.12	
Stream diversion installation-	2.00	hrs @	\$256.60	per hr	\$513.20	
Stream pumping	0.30	days @	\$183.20	per day	\$54.96	
TOTAL ADDITIONAL REQUIREMENTS						<b>\$1,405.28</b>

SUBTOTAL **\$5,361.38**

### MOBILIZATION

SUBTOTAL **\$301.03**

### OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$566.24**

**TOTAL \$6,228.65**

Optional Rock? YES

**COST PER STATION \$1,779.61**

## ROCK DEVELOPMENT COST SUMMARY

Pit:	Commercial	Location:	Commercial
Sale:	<b>Choker Bell</b>	Road:	1375 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	1375 c.y.
Base Cost=	\$17.94	Per Cu.Yd. (Purchase Cost 3" Minus Crushed)	

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
W-0040	\$6.33	\$1.00	\$17.94	\$25.27	99	28	22000	\$2,501.73
W-5095	\$7.14	\$1.00	\$17.94	\$26.08	463	26	24500	\$12,075.04
W-5095 Energy Dissipator	\$7.14	\$6.00	\$17.94	\$31.08	2	26	24500	\$62.16
W-5095 Ext.	\$7.34	\$1.00	\$17.94	\$26.28	378	26	25500	\$9,933.84
W-5095 Ext.	\$7.44	\$1.00	\$17.94	\$26.38	363	26	26000	\$9,575.94
W-5095A	\$6.64	\$1.00	\$17.94	\$25.58	70	26	22000	\$1,790.60
Total C.Y.					1375		Sub Total	\$35,939.31

TOTAL ROCKING COSTS    \$35,939.31

## ROCK DEVELOPMENT COST SUMMARY

Pit:	Commercial	Location:	Commercial
Sale:	<b>Choker Bell</b>	Road:	513 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	513 c.y.

Base Cost=           \$18.68           Per Cu.Yd. (Purchase cost for 1 1/4" Minus Crushed)

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
W-5095	\$7.14	\$1.00	\$18.68	\$26.82	393	26	24500	\$10,540.26
W-5095 Culvert Backfill	\$6.94	\$1.00	\$18.68	\$26.62	40	26	23500	\$1,064.80
W-5095 Ext. Culvert Backfill	\$6.90	\$1.00	\$18.68	\$26.58	30	26	23300	\$797.40
W-5095A Spot Rock	\$7.04	\$1.00	\$18.68	\$26.72	50	26	24000	\$1,336.00
				Total C.Y.	513		Sub Total	\$13,738.46

TOTAL ROCKING COSTS \$13,738.46



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

#### EXCISE TAX EXEMPT ACTIVITIES

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

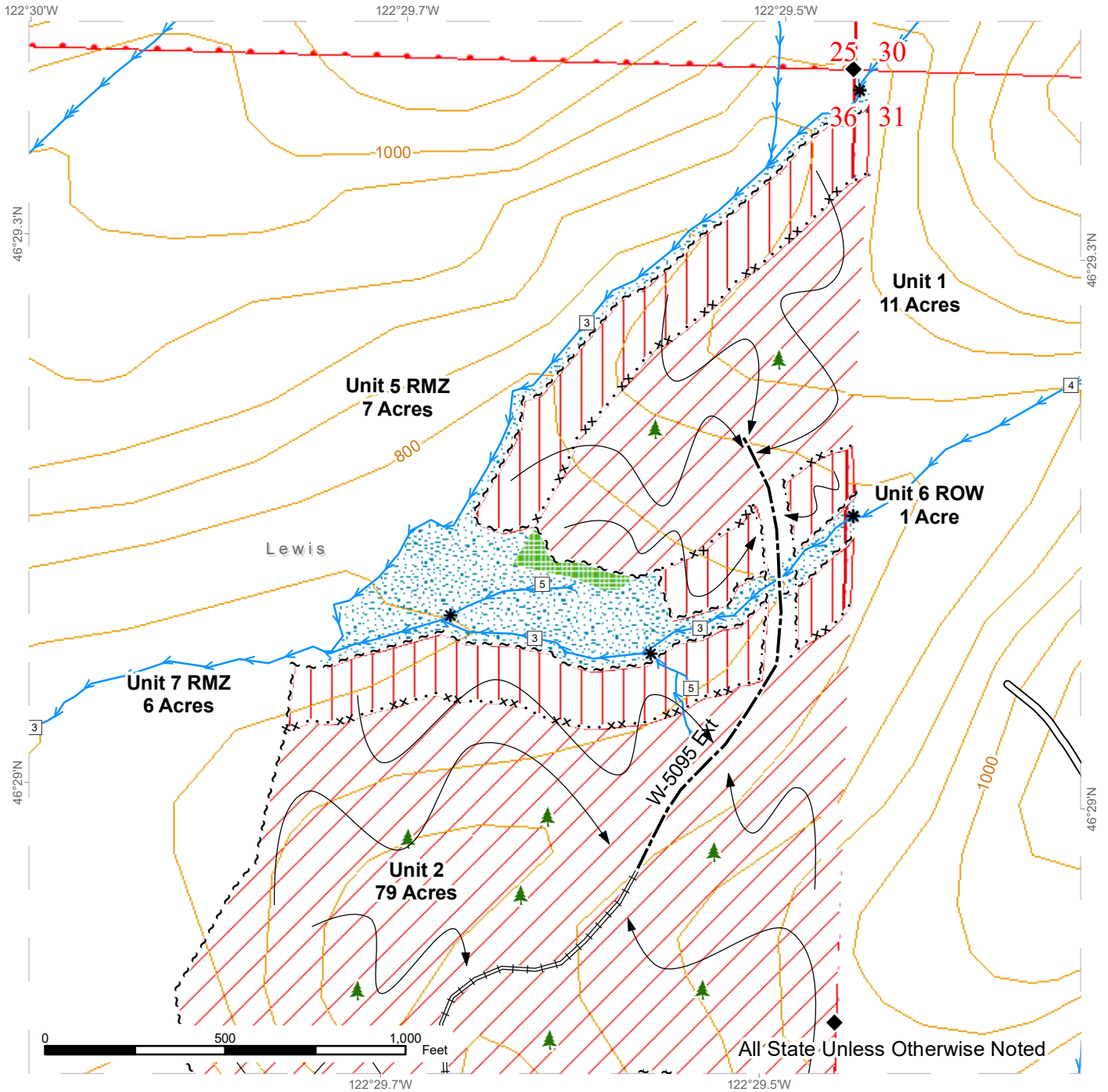
**Temporary Reconstruction:** **linear feet**  
*Roads to be reconstructed (optional and required) and then abandoned*

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.  
(Revised 9/18)

# LOGGING PLAN MAP

**SALE NAME:** CHOKER BELL VRH RMZ  
**AGREEMENT#:** 30-105129  
**TOWNSHIP(S):** T12R2E  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Lewis  
**ELEVATION RGE:** 680-920



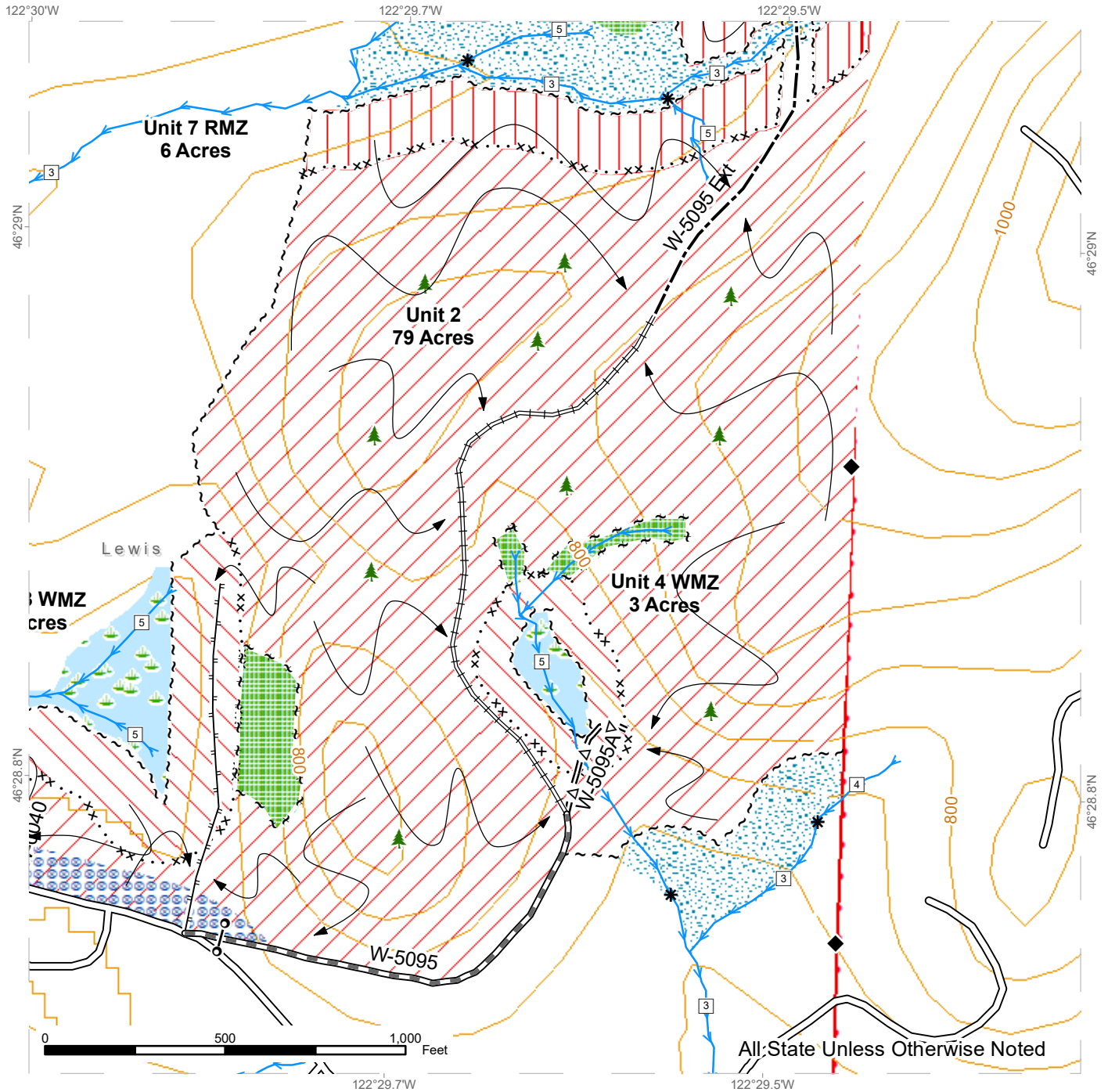
Ground Harvest	Existing Roads	Streams	Leave Tree Area
Sale Boundary Tags	Required Reconstruction	Stream Type	Riparian Mgt Zone
Special Mgmt Area	Optional Construction	Stream Type Break	Variable Retention Harvest
Leave Tree Tags	Survey Monument	Leave Tree Area <1/4-acre	Variable Density Thinning
Right of Way Tags			Riparian Restoration
Property Line			



# LOGGING PLAN MAP

**SALE NAME:** CHOKER BELL VRH RMZ  
**AGREEMENT#:** 30-105129  
**TOWNSHIP(S):** T12R2E  
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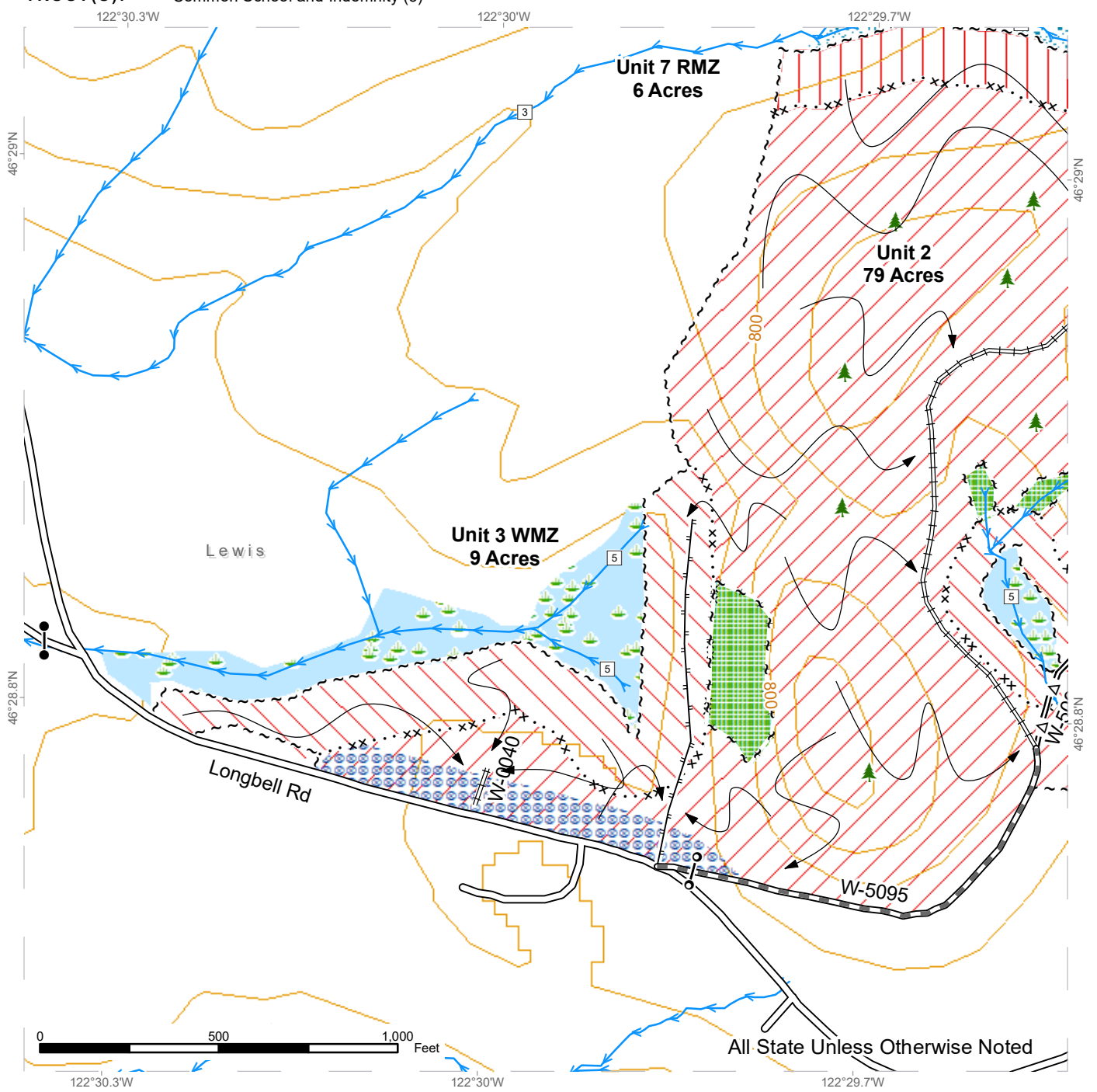
Ground Harvest	Existing Roads	Streams	Wetlands - Non-forested
Sale Boundary Tags	Required Pre-Haul Maintenance	Stream Type	Leave Tree Area
Special Mgmt Area	Required Reconstruction	Stream Type Break	Riparian Mgt Zone
Leave Tree Tags	Optional Pre-Haul Maintenance	Survey Monument	Hazard Abatement Area
Right of Way Tags	Optional Construction	Gate Installation	Variable Retention Harvest
Property Line	Designated Skid Trail	Leave Tree Area <1/4-acre	Variable Density Thinning
			Riparian Restoration



# LOGGING PLAN MAP

**SALE NAME:** CHOKER BELL VRH RMZ  
**AGREEMENT#:** 30-105129  
**TOWNSHIP(S):** T12R2E  
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All State Unless Otherwise Noted

Ground Harvest	Existing Roads	Streams	Wetlands - Non-forested
Sale Boundary Tags	Required Pre-Haul Maintenance	Stream Type	Leave Tree Area
Special Mgmt Area	Required Reconstruction	Stream Type Break	Riparian Mgt Zone
Leave Tree Tags	Optional Pre-Haul Maintenance	Gate Installation	Hazard Abatement Area
Right of Way Tags	Designated Skid Trail	Leave Tree Area <1/4-acre	Variable Retention Harvest
Property Line			Variable Density Thinning
			Riparian Restoration

