



TIMBER NOTICE OF SALE

SALE NAME: Q FRESH START

AGREEMENT NO: 30-106696

AUCTION: October 31, 2024 starting at 10:00 a.m., COUNTY: Yakima
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 11 miles west of Tappico, WA

PRODUCTS SOLD AND SALE AREA:

All timber meeting the Schedule A Cutting Prescription; bounded by pink flagging and timber sale boundary tags and all timber bounded by orange "Right-of-Way" tags.

All forest products above located on part(s) of Sections 6 all in Township 11 North, Range 14 East, Sections 29, 32 and 33 all in Township 12 North, Range 14 East, W.M., containing 410 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:

Table with columns: Species, Avg Ring DBH, Ring Count, Total MBF, Total Tons, Price \$/Ton, MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT)

MINIMUM BID: \$5.3/ton (est. value \$82,000.00)

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$16,400.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: October 31, 2026

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Larch, Douglas fir Combined

BID DEPOSIT: \$8,200.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: All ground based harvest Falling and Yarding will not be permitted from December 1 to April 30 unless authorized in writing by the Contract Administrator.

ROADS: 55.25 stations of required construction. 22.70 stations of optional construction. 382.25 stations of required prehaul maintenance. Road construction will not be permitted from December 1 to April 30 unless authorized in writing by the Contract Administrator. The hauling of forest products will not be permitted from December 1 to April 30 unless authorized in writing by the Contract Administrator.



TIMBER NOTICE OF SALE

ACREAGE DETERMINATION

CRUISE METHOD: Traversed with Garmin 62s gps. Approximately 6 acres were deducted from the gross acres for roads and exclusion areas. Variable plot cruise- See narrative for details.

FEES: \$43,724.00 is due on day of sale. \$1.00 per ton is due upon removal. These are in addition to the bid price.

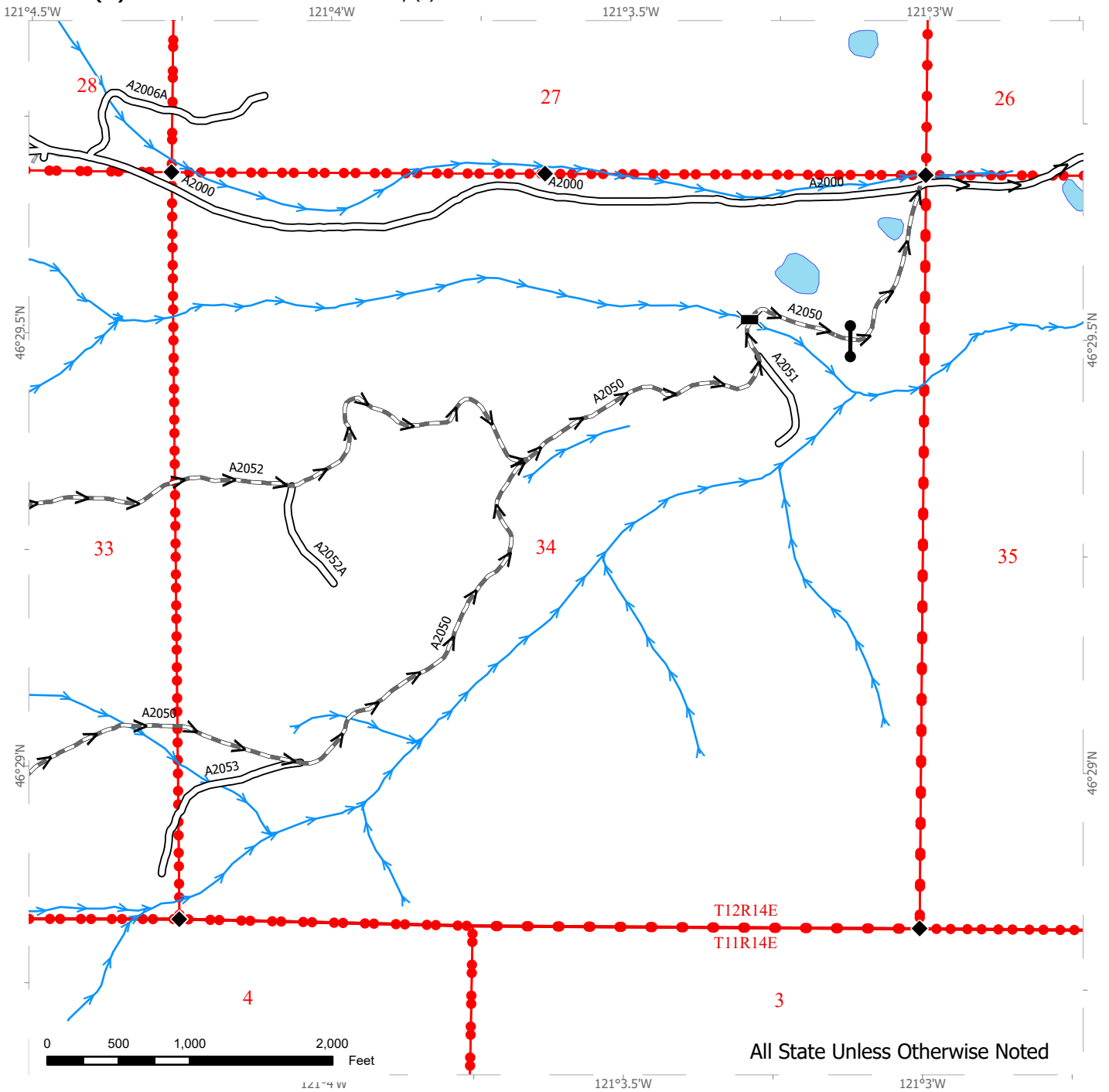
SPECIAL REMARKS: There is an estimated 74 mbf of Utility wood on this sale. Utility is optional removal at \$2.00 per ton. There is a significant component of downed wood across the sale. This can be removed as Utility. A minimum of 2 downed logs per acre must be left with minimum dimensions of small end diameter inside bark of 12" and 20 feet in length. All Whitebark pine, Western White pine, and Ponderosa pine will be left. There is a special management area in Unit 2 where ground disturbance will be minimized and harvest will be focused from outside. It has been marked with blue "Special Management Unit" tags and pink flashers. There will be no harvest of trees 32" dbh and greater. Purchaser will adhere to all county road restrictions along the North Fork County road.

Note: This sale will be auction at the Pacific Cascade Region office, Castle Rock, WA . Bids must be received at the Castle Rock office This is due to the Southeast Region office in Ellensburg will be closed as a result of construction activities planned at the Ellensburg region office.

TIMBER SALE MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



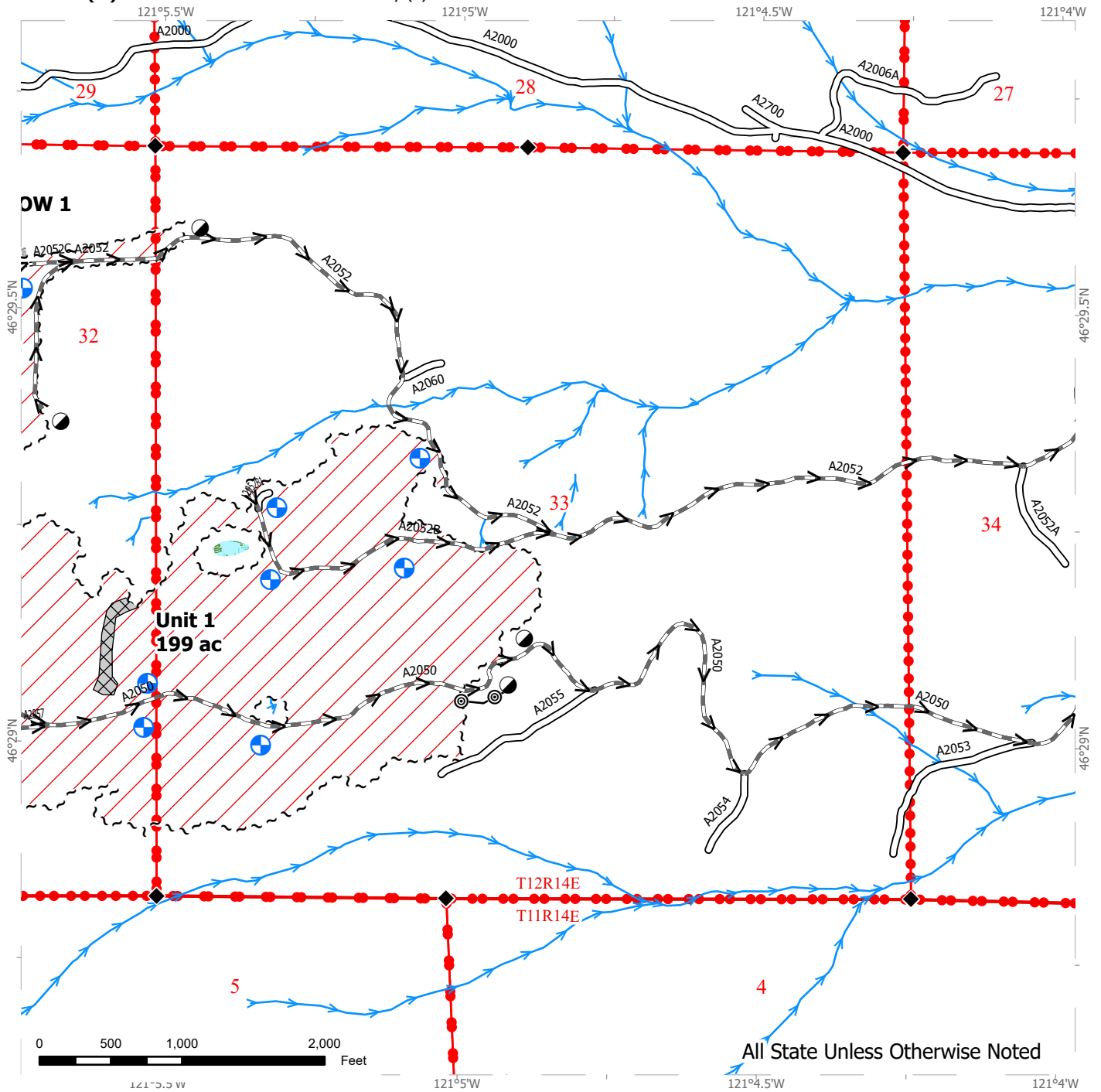
DNR Managed Lands	Haul Route
Public Land Survey Townships	Survey Monument
Public Land Survey Sections	Bridge
Existing Roads	Gate
Required Pre-Haul Maintenance	



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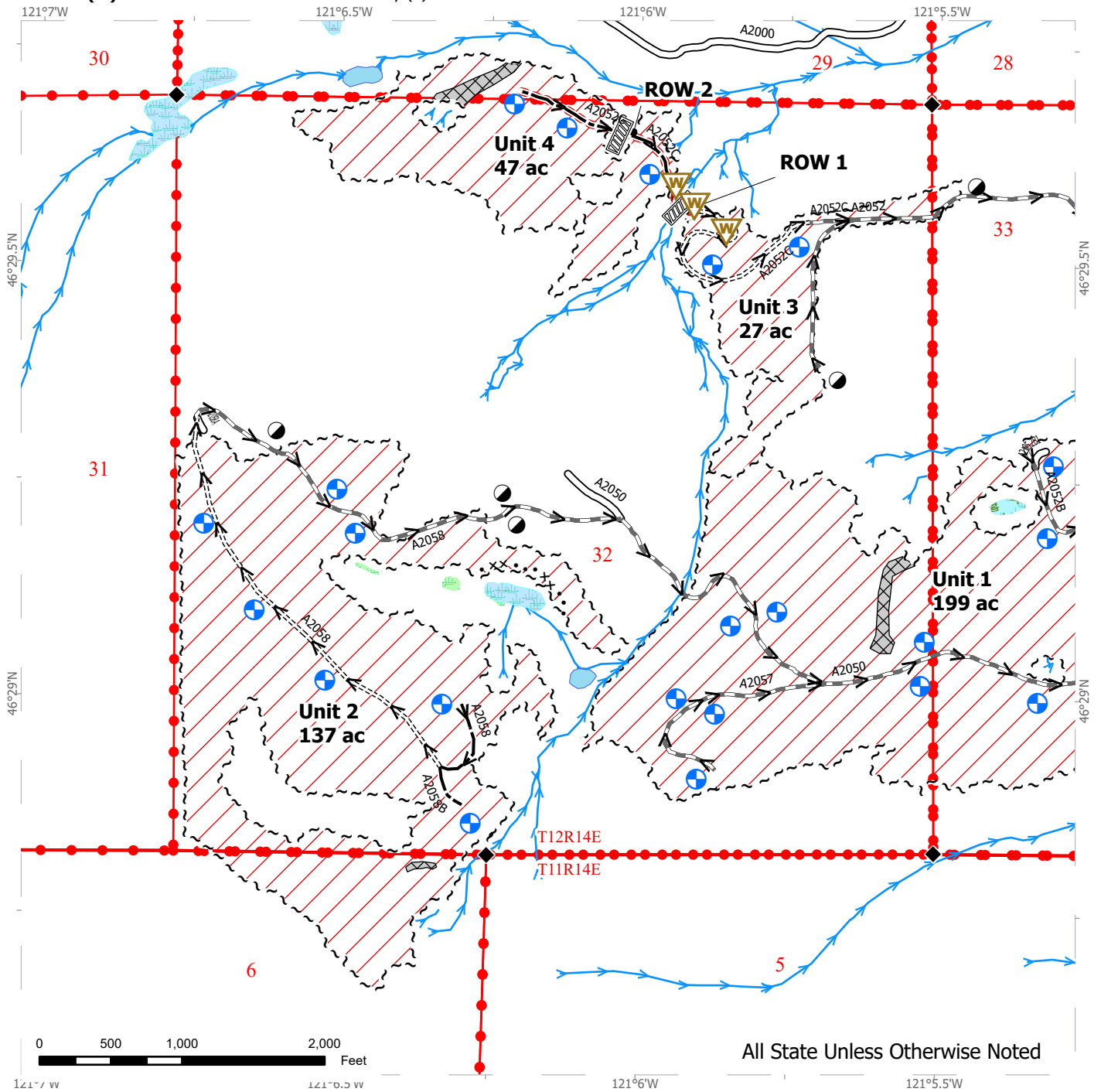


Ground-Based Harvest	DNR Managed Lands	Haul Route
Forested Wetland	Public Land Survey Townships	Survey Monument
Equipment Limitation Zone	Public Land Survey Sections	Designated Landing
Sale Boundary Tags	Designated External Skid Trail	Landing - Proposed
	Existing Roads	
	Required Pre-Haul Maintenance	
	Required Construction	

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All State Unless Otherwise Noted

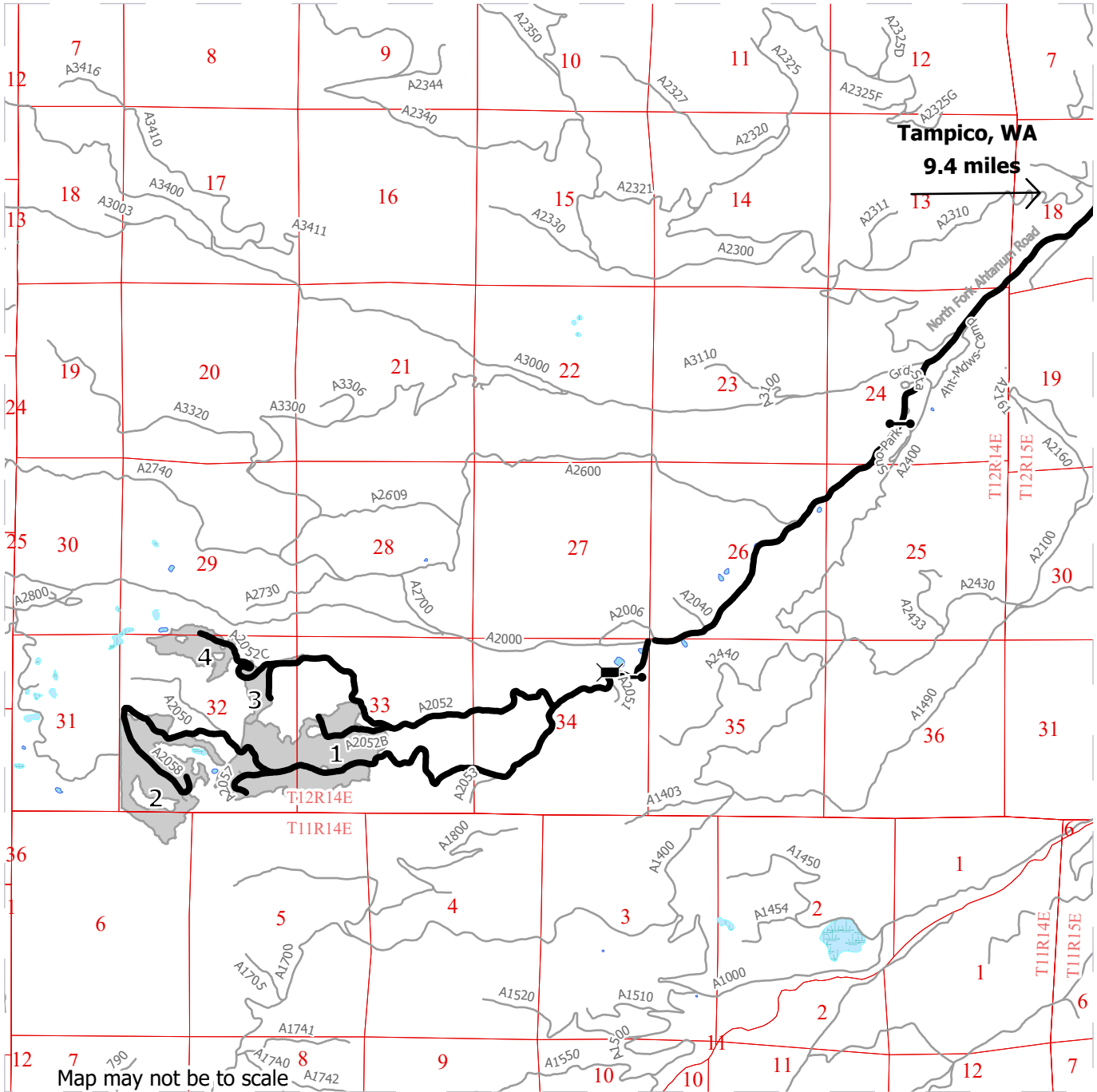
Ground-Based Harvest	DNR Managed Lands	Haul Route
Forested Wetland	Public Land Survey Townships	Survey Monument
Wetlands - Non-forested	Public Land Survey Sections	Stream Break
Special Mgt Area	Existing Roads	Culvert
Equipment Limitation Zone	Required Pre-Haul Maintenance	Designated Landing
Sale Boundary Tags	Required Construction	Landing - Proposed
Special Mgmt Unit Tags	Optional Construction	Waste Area
Right of Way Tags	Required Abandonment	



DRIVING MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4520-5960



- Harvest Unit
- Haul Route
- Bridge
- Gate
- 1** Unit Number

DRIVING DIRECTIONS:

The Q Fresh Start timber sale is located approximately 11 miles west of Tampico, WA.

From Tampico, WA, take the North Fork Ahtanum County Road 9.4 miles to junction of A2000 and A3000. Stay left on the A2000 and continue 2.4 miles. Turn left onto the A2050 and drive 0.8 miles to junction of A2050 and A2052.

Units 1 & 2 – From A2050-A2052 junction, stay left on the A2050 and drive 1.5 miles to arrive at Unit 1. From arrival point into Unit 1, continue on A2050 for 0.7 miles to junction of A2050 and A2057. Stay right on A2050 and continue 0.4 miles. Turn left onto A2058 and drive 0.2 miles to arrive at Unit 2.

Units 3 & 4 – From A2050-A2052 junction, turn right onto A2052 and drive 2.0 miles to arrive at Unit 3. From Unit 3, walk west along orange flag line (A2052C New Construction) 0.7 miles to arrive at Unit 4.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Tonnage Scale AGREEMENT NO. 30-0106696

SALE NAME: Q FRESH START

**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-010 Products Sold and Sale Area

Purchaser was the successful bidder on October 31, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber meeting the Schedule A Cutting Prescription; bounded by pink flagging and timber sale boundary tags and all timber bounded by orange "Right-of-Way" tags.

All forest products described above located on approximately 410 acres on part(s) of Section 6 in Township 11 North, Range 14 East, Sections 29, 32, and 33 all in Township 12 North, Range 14 East W.M. in Yakima County(s) as shown on the attached timber sale map and as designated on the sale area.

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 A	Title Cutting Prescription
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G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to October 31, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-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-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-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

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

G-105 Adding Naturally Damaged Forest Products

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

G-110 Title and Risk of Loss

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

G-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 Ellensburg, 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; A2000, A2050, A2052, A2052B, A2052C, A2057, A2058, A2058B. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 25 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

Perennial Rye - 35-45%
Red Fescue - 30-40%
Highland Bent - 5-15%
White Clover - 10-20%
Inert and Other Crop - 0.5%

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the A2000 and A2050 (0+00 to 12+70), unless authority is granted in writing by the Contract Administrator.

G-430 Open Fires

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

G-450 Encumbrances

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

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Miller Shingle Company, Inc.

Disclosed by Application No.: 50-042745

Granted: 3/23/1983

Expires: Indefinite

Water Right, including the terms and provisions thereof,

For: Creek

In Favor of: DNR
Disclosed by Application No.: 78-003173
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Spring
In Favor of: DNR
Disclosed by Application No.: 78-003174
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Spring
In Favor of: DNR
Disclosed by Application No.: 78-003175
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003176
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003177
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003179
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003180
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Spring
In Favor of: DNR
Disclosed by Application No.: 78-003181
Granted: 3/13/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003232
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003233
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003234
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Spring
In Favor of: DNR
Disclosed by Application No.: 78-003235
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Spring
In Favor of: DNR
Disclosed by Application No.: 78-003236
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR

Disclosed by Application No.: 78-003237
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003239
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003240
Granted: 3/26/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-003241
Granted: 3/26/1973
Expires: Indefinite

Special Notations: Located within Forest Health Hazard Warning Designation area.
Commissioner’s Order #201225, 8/22/2012.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-024 Payment for Forest Products

Purchaser agrees to weigh all loads and pay the following rate per ton for forest products conveyed plus \$43,724.00 on day of sale and \$1.00 per ton upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

P-027 Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of \$2.00 per ton for forest products approved for removal from the sale area under clause H-157.

P-040 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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-052 Payment Procedure

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

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

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

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

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-024 shall apply.

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 \$16,400.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

Section L: Log Definitions and Accountability

L-060 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The State may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

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-011 Certification of Fallers and Yarder Operators

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

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

Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012,

Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013,

Purchaser shall be subject to liquidated damages (clause D-041).

H-012 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

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

If the Contract Administrator determines that a leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

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 18 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 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-025 Timing Requirements for Timber Removal

All timber must be removed within 30 days of being felled.

H-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the timber sale. The plan shall address the logging plan, road work schedule, and the Schedule A prescription, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-050 Rub Trees

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

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-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 ground based equipment. 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:

1. An on-site pre-work meeting shall be scheduled with the Contract Administrator, which shall include the operator and fallers, prior to commencement of any activities on site.
2. A copy of the timber sale prospectus map and contract shall be present on-site during active operation.
3. Contractor is required to maintain an average production of 8 loads per day during the normal work week (Monday through Friday excluding holidays) within 1 week of sort contract signing unless authority to do otherwise is granted by the Contract Administrator. This production rate will be maintained for the duration of the harvesting portion of the contract. The Contract Administrator will verify minimum production requirements every 2 weeks and notify contractor within 24 hours of production shortfalls.
4. No timber shall be felled into or across all stream channels.
5. All slash shall be piled at landings and all landings shall be separated from the road prism at completion of harvest.
6. Appropriate warning signs shall be posted at locations designated by the Contract Administrator.
7. If a Northern Goshawk is discovered or suspected in and around the sale area, the Contract Administrator and Region Biologist must be immediately notified.
8. Equipment Limitation Zones (ELZ) are in place in designated portions of Units 1, 2, and 4. These are shown on Timber Sale and Logging Plan maps. Ground disturbance within these areas will be minimized and harvest shall be focused from the edges of these areas as much as operationally feasible. Any damage shall be rehabilitated as directed by the Contract Administrator.
9. The area designated in Unit 2 bound by blue "Special Management Area" tags shall be treated the same as an Equipment Limitation Zone. Ground Disturbance shall be minimized and harvest shall be focused from the outside edges.

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

H-150 Required Removal of Forest Products

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

Species	Net bd ft	Log length (ft)	Log dib
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All Species

20

16

5

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

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-027 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismanufacture

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 5/15/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on A2050 (23+20 to 180+60), A2052, A2052B, A2052C, A2057, A2058, A2058B. 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 A2000 and A2050 (0+00 to 23+20). Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

C-130 Dust Abatement

Purchaser shall abate dust on the A2050, A2052, A2052B, A2052C, A2057, A2058, A2058B.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or

unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-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-010 Liquidated Damages

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

D-021 Failure to Remove Forest Products

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

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

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal tonnage to date from the cruised tonnage multiplied by the contract bid rates.

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

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

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

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula: Interest = $r \times LD \times N$.

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the State, for any reason.

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged trees in all 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

Larry Leach. Acting
Southeast Region Manager

Print Name

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
Cutting Prescription

General Harvest Instructions

1. Legacy trees (Douglas-fir, ponderosa pine, and western larch) that meet vigor and size requirements shall not be cut. Instructions on identifying these trees will be provided by Contract Administrator before felling begins.
2. Retain all snags where operationally feasible. Those trees that pose a hazard as defined by the Washington State Department of Labor and Industries may be felled but must be left on site.
3. Some leave trees can have physical defects, including dwarf mistletoe, that are desirable for wildlife trees.
4. When available, utilize stems with defect in lower bole to create short snags. Remove merchantable top, leaving a minimum of 12 feet in height. If defect is at a height greater than 12 feet, then cut above defect as long as no merchantable volume can be processed beneath defect.
5. Leave all ponderosa pine, western white pine, and whitebark pine.
6. Do not cut any tree over 32" dbh.
7. Equipment Limitation Zones (ELZ) have been placed in areas of Units 1, 2, and 4. In these areas no more than 10% of the surface area shall be disturbed. Focus harvest from outside the ELZ.
8. Protect all trees less than 6" dbh in all units where operationally feasible.

The harvester will be required to satisfactorily cut no less than a one acre sample in an area with legacy trees that will then be certified by the contract administrator. The harvester may be directed by contract administrator to complete additional sample areas over the term of the contract.

Unit 1 – Seedtree Removal

- Target retention of 6 trees per acre from the largest available.
 - Focus on removal of western larch infected with dwarf mistletoe.
 - Remove all lodgepole pine.
- Leave tree selection.
 - Six trees per acre will be selected from the largest available trees with the best crown ratio and form. To be considered a leave tree it must be at least 10" dbh.

- Leave tree species preference will be selected in the following order: Douglas fir (DF), Grand fir (GF), Engelmann spruce (ES), mountain hemlock (MH), western larch (WL) (free of dwarf mistletoe).
- Clumping of highest preferred species (DF, GF, ES, MH) where possible is preferred.
- Do not cut any tree over 32” dbh.

Unit 2 – Variable Density Thinning

- Remove all green conifer species not marked with a single band of orange paint inside of white “Timber Sale Boundary” tags, pink flashers, and pink ribbon.
- Within area bound by blue “Special Management Unit” tags, an equipment limitation zone has been placed. Minimize entry into this area by logging equipment to what is necessary to remove timber.
- Leave all whitebark pine, western white pine, and ponderosa pine.
- Leave all trees greater than 32” dbh.

Units 3 and 4 – Variable Density Thin

- Remove all green conifer species not marked with a single band of orange paint inside of white “Timber Sale Boundary” tags, pink flashers, and pink ribbon.
- Leave all whitebark pine, western white pine, and ponderosa pine.
- Leave all trees greater than 32” dbh.



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 (specifically required by the contract) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Optional Construction: **linear feet**
Optional roads to be constructed and then abandoned

Temporary Optional Reconstruction: **linear feet**
Optional roads to be reconstructed and then abandoned

New Abandonment: **linear feet**
Abandonment of roads constructed or reconstructed under the contract

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 6/13)

Timber Sale Cruise Report Q FRESH START

Sale Name: Q FRESH START

Sale Type: WEIGHT SCALE

Region: SOUTHEAST

District: ALPINE

Lead Cruiser: Brendan Cockrum

Other Cruisers: Estan Vargas

Cruise Narrative:

Location: Sections 6 T 11N R14E; Sections 29, 32, & 33 T12N R14E

Access: The Q Fresh Start timber sale is located approximately 11 miles west of Tampico, WA. From Tampico, WA, take the North Fork rd 9.4 miles to junction of A2000 and A3000. Stay left on the A2000 and continue 2.4 miles. Turn left onto the A2050 and drive 0.8 miles to junction of A2050 and A2052. To Units 1 and 2; From A2050-A2052 junction, stay left on the A2050 and drive 1.5 miles to arrive at Unit 1. From arrival point into Unit 1, continue on A2050 for 0.7 miles to junction of A2050 and A2057. Turn left onto A2057 and drive 0.3 miles. Unit 2 is directly to the south of the end of the A2057. From A2050-A2057 junction, stay right on A2050 and continue 0.4 miles. Turn right onto A2058 and drive 0.2 miles to arrive at Unit 3. To Units 4 & 5; From A2050-A2052 junction, turn right onto A2052 and drive 2.0 miles to arrive at Unit 4. From Unit 4, walk west along orange flag line (A2052C New Construction) 0.7 miles to arrive at Unit 5.

Aspect: North, East, West

Elevation: 4520 - 5960

Slope: The majority of slopes within the sale area are less than 35%. Steepest pitches up to 60% for short distances.

Cruise Design:

In Units 1, 3, & 4 all plots were cruised. Unit 2 utilized the Big-Little BAF method. Walkthrough method was used on plots near boundaries. Unit 1 utilized a 27.78 BAF. Unit 2 utilized a Big BAF of 90 and Little BAF of 33.61. Units 3 & 4 utilized a 40 BAF. All stems ≥ 7 " dbh were cruised including marked leave trees to capture overall stand volume and condition. There are 10 species present on this sale; Western Larch (WL), Douglas-fir (DF), Grand fir (GF), Sub-Alpine fir (AF), Engelmann spruce (ES), Mountain Hemlock (MH), Lodgepole pine (LP), ponderosa pine (PP), Whitebark pine (WB), and Western white pine (WP).

Take/Leave Prescription:

Unit 1 will be a harvest by prescription seedtree removal. Leave tree prescription for Unit 1 is retaining 6 tpa of the largest available utilizing a species preference order of DF, GF, ES, MH, WL (Free of dwarf mistletoe), AF. All LP will be cut. Emphasis will be placed on removing WL infected with dwarf mistletoe. Units 2, 3, & 4 were marked leave using a single band of orange paint.

In all units, ponderosa pine, Whitebark pine, and Western white pine will be retained. Stems with a dbh greater than or equal to 32 inches will be retained. Protection of existing regeneration is very high priority across the unit.

Log Length:

All species except PP utilize westside scale running 40' logs where possible with a minimum log length of 12'. Top DIB sawlogs is 5" and Utility is 2".

Cruise Acres Determination ? Existing road acreages were subtracted from gross acres.

Timber Quality ? The removal volume is composed of 35%-WL, 19%-ES, 14%-GF, 10%-AF, 9%-DF, 7%-LP, and 7%-MH. The most significant defect found across all species was found in the lower bole of the larger dbh GF. This is mainly a result of age and historic fire damage. The other notable defect is found in the lower bole of the 7-9 inch dbh stems due sweep. The mid-diameter stems were mostly clear and straight.

Logging and Stand Conditions: The sale is 100% ground-based harvest. Dwarf-mistletoe infection in the western larch is moderate across the sale acreage. There is a significant amount of standing and down dead wood in all units. Protection will be placed on standing snags over 18" dbh. The sub-alpine fir component has seen the most mortality in all diameter ranges. Over stocking and climax stand conditions in Units 2, 3, and 4 have left this stand at risk to many damaging agents. Unit 1 has a significant advanced regen component. Protection of this cohort is of the highest priority. This sale is in an area managed for Northern Spotted Owl dispersal habitat.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WL	14.8			924	200	506	202	16
ES	13.5			502	104	259	130	10
GF	10.5			384	21	125	224	13
AF	11.6			255	28	94	127	7
DF	13.4			228	27	126	71	4
LP	10.6			202		72	110	21
MH	12.2			151		100	48	4
ALL	12.5			2,648	380	1,281	912	74

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WL	8,416	1,647	4,697	1,792	279
ES	4,450	753	2,115	1,394	188
GF	3,895	233	1,254	2,196	212
DF	2,479	273	1,359	754	93
AF	2,379	214	822	1,233	110
MH	1,847		1,187	576	84
LP	1,802		665	927	209
ALL	25,269	3,121	12,100	8,873	1,175

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 (%)
122.1	3.8	81.5	1.9	10,094	4.3

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Q FRESH START U1	B1: VR, 1 BAF (27.78) Measure All, Sighting Ht = 4.5 ft	198.6	201.7	80	80	2
Q FRESH START U2	BBL: VR, Big BAF (90 Measure, 33.61 Count) Sighting Ht = 4.5 ft	137.5	138.8	81	81	1
Q FRESH START U3	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	26.5	28.4	16	16	1
Q FRESH START U4	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	46.6	46.6	28	28	0
Unit ROW	ST: Strip/Percent Sample (1 tree expansion)	0.5		1	1	0
All		409.7	415.5	206	206	4

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
AF	LIVE	2 SAW	Domestic	12.9	40	69	69	0.0	214.5	28.2
AF	LIVE	3 SAW	Domestic	7.1	39	234	229	2.2	822.3	93.8
AF	LIVE	4 SAW	Domestic	5.2	31	315	309	1.8	1,232.9	126.8
AF	LIVE	UTILITY	Pulp	2.1	16	16	16	0.0	109.7	6.6
DF	LIVE	2 SAW	Domestic	12.9	40	66	66	0.0	272.8	27.1
DF	LIVE	3 SAW	Domestic	8.0	40	312	307	1.7	1,359.5	125.6
DF	LIVE	4 SAW	Domestic	5.3	28	180	174	2.8	754.4	71.5
DF	LIVE	UTILITY	Pulp	2.1	17	10	10	0.0	92.5	4.2
ES	LIVE	2 SAW	Domestic	15.7	40	263	254	3.5	753.2	104.0
ES	LIVE	3 SAW	Domestic	8.6	39	649	631	2.7	2,115.2	258.7
ES	LIVE	4 SAW	Domestic	5.2	29	340	317	7.0	1,394.1	129.7
ES	LIVE	UTILITY	Pulp	2.1	17	23	23	0.0	188.0	9.6
GF	LIVE	2 SAW	Domestic	14.9	40	65	52	19.8	233.1	21.5
GF	LIVE	3 SAW	Domestic	8.1	40	314	305	3.1	1,253.5	124.8
GF	LIVE	4 SAW	Domestic	5.1	26	564	548	2.8	2,196.1	224.4
GF	LIVE	UTILITY	Pulp	2.2	17	33	33	0.0	212.5	13.4
LP	LIVE	3 SAW	Domestic	8.2	40	188	175	7.1	665.0	71.6

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
LP	LIVE	4 SAW	Domestic	5.2	29	300	268	10.6	927.4	109.7
LP	LIVE	UTILITY	Pulp	2.5	20	52	52	0.0	209.5	21.2
MH	LIVE	3 SAW	Domestic	7.6	40	254	245	3.4	1,187.2	100.4
MH	LIVE	4 SAW	Domestic	5.2	25	122	116	5.0	575.8	47.5
MH	LIVE	UTILITY	Pulp	2.4	15	9	9	0.0	83.8	3.5
WL	LIVE	2 SAW	Domestic	13.6	40	500	487	2.6	1,647.1	199.6
WL	LIVE	3 SAW	Domestic	8.3	40	1,268	1,236	2.5	4,697.3	506.3
WL	LIVE	4 SAW	Domestic	5.3	28	507	494	2.5	1,792.3	202.4
WL	LIVE	UTILITY	Pulp	2.1	17	38	38	0.0	278.9	15.6

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
AF	< 5	LIVE	Pulp	2.1	16	16	0.0	109.7	6.6
AF	5 - 8	LIVE	Domestic	5.5	33	484	2.2	1,852.4	198.4
AF	9 - 11	LIVE	Domestic	9.7	40	54	0.0	202.9	22.2
AF	12 - 14	LIVE	Domestic	12.9	40	69	0.0	214.5	28.2
DF	< 5	LIVE	Pulp	2.1	17	10	0.0	92.5	4.2
DF	5 - 8	LIVE	Domestic	5.8	31	355	2.5	1,631.2	145.3
DF	9 - 11	LIVE	Domestic	10.2	40	126	1.0	482.7	51.7
DF	12 - 14	LIVE	Domestic	12.8	40	66	0.0	272.8	27.1
ES	< 5	LIVE	Pulp	2.1	17	23	0.0	188.0	9.6
ES	5 - 8	LIVE	Domestic	5.5	31	553	4.6	2,255.2	226.7
ES	9 - 11	LIVE	Domestic	10.7	40	194	0.0	720.1	79.3
ES	12 - 14	LIVE	Domestic	12.4	40	87	0.0	250.9	35.5
ES	15 - 19	LIVE	Domestic	17.7	40	326	6.8	924.3	133.7
ES	20+	LIVE	Domestic	20.6	40	42	0.0	112.0	17.3
GF	< 5	LIVE	Pulp	2.2	17	32	0.0	209.7	13.1
GF	5 - 8	LIVE	Domestic	5.4	27	735	2.3	2,981.8	301.2
GF	5 - 8	LIVE	Pulp	5.6	13	1	0.0	2.8	0.3
GF	9 - 11	LIVE	Domestic	9.9	39	104	4.0	407.2	42.8
GF	12 - 14	LIVE	Domestic	12.9	40	22	13.3	109.3	9.0
GF	15 - 19	LIVE	Domestic	16.4	40	43	24.2	184.4	17.6
LP	< 5	LIVE	Pulp	2.3	18	30	0.0	146.8	12.4
LP	5 - 8	LIVE	Domestic	5.6	30	384	9.6	1,395.8	157.3
LP	5 - 8	LIVE	Pulp	6.0	30	21	0.0	62.7	8.8
LP	9 - 11	LIVE	Domestic	10.1	40	42	3.4	145.9	17.3
LP	12 - 14	LIVE	Domestic	12.4	40	16	14.8	50.7	6.7

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
MH	< 5	LIVE	Pulp	2.4	15	9	0.0	83.8	3.5
MH	5 - 8	LIVE	Domestic	5.8	30	292	4.8	1,491.0	119.5
MH	9 - 11	LIVE	Domestic	10.2	40	69	0.0	272.0	28.4
WL	< 5	LIVE	Pulp	2.1	17	38	0.0	278.9	15.6
WL	5 - 8	LIVE	Domestic	5.9	32	1,119	2.8	4,366.4	458.6
WL	9 - 11	LIVE	Domestic	10.5	40	610	2.1	2,123.2	250.1
WL	12 - 14	LIVE	Domestic	13.3	40	385	1.2	1,311.7	157.7
WL	15 - 19	LIVE	Domestic	15.7	40	102	7.5	335.4	41.9

Cruise Unit Report Q FRESH START U1

Unit Sale Notice Volume (MBF): Q FRESH START U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WL	15.8			552	147	299	98	7
DF	14.1			140	11	85	42	2
GF	10.9			104		26	77	1
LP	10.1			84		24	46	14
ES	10.7			28			28	0
MH	9.9			9			9	
AF	8.8			5			4	0
ALL	13.0			921	158	435	304	25

Unit Cruise Design: Q FRESH START U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (27.78) Measure All, Sighting Ht = 4.5 ft	198.6	201.7	80	80	2

Unit Cruise Summary: Q FRESH START U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		12	0.2	0
WP		2	0.0	0
WL	83	91	1.1	0
DF	28	53	0.7	0
GF	28	35	0.4	0
LP	16	16	0.2	0
ES	9	12	0.2	0
MH	3	3	0.0	0
AF	1	1	0.0	0
ALL	168	225	2.8	0

Unit Cruise Statistics: Q FRESH START 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 (%)
PP	4.2	398.3	44.5						

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 (%)
WP	0.7	628.4	70.3						
WL	31.6	108.1	12.1	96.4	25.7	2.8	3,045	111.1	12.4
DF	18.4	149.9	16.8	72.5	32.0	6.0	1,334	153.2	17.8
GF	12.2	166.0	18.6	54.0	30.0	5.7	656	168.7	19.4
LP	5.6	268.6	30.0	76.3	29.9	7.5	424	270.3	30.9
ES	4.2	337.1	37.7	44.8	38.8	12.9	186	339.3	39.8
MH	1.0	509.8	57.0	43.8	24.4	14.1	46	510.4	58.7
AF	0.3	894.4	100.0	66.3	0.0	0.0	23	894.4	100.0
ALL	78.1	64.0	7.2	78.0	37.2	2.9	6,093	74.1	7.7

Unit Summary: Q FRESH START U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	1	ALL	8.8	38	45	23	23	0.0	0.8	0.3	0.1	4.6
DF	LIVE	CUT	28	ALL	14.1	54	66	718	705	1.9	9.0	9.7	2.6	140.0
ES	LIVE	CUT	9	ALL	10.7	37	44	151	140	7.6	5.0	3.1	1.0	27.8
GF	LIVE	CUT	28	ALL	10.9	38	45	547	525	4.0	15.0	9.7	2.9	104.2
LP	LIVE	CUT	16	ALL	10.1	52	64	482	424	12.0	10.0	5.6	1.7	84.1
MH	LIVE	CUT	3	ALL	9.9	34	41	49	46	6.2	1.9	1.0	0.3	9.1
WL	LIVE	CUT	83	ALL	15.8	63	79	2,822	2,777	1.6	21.2	28.8	7.3	551.6
ALL	LIVE	CUT	168	ALL	13.0	51	62	4,791	4,639	3.2	62.9	58.3	15.9	921.3
ALL	ALL	CUT	168	ALL	13.0	51	62	4,791	4,639	3.2	62.9	58.3	15.9	921.3

Cruise Unit Report Q FRESH START U2

Unit Sale Notice Volume (MBF): Q FRESH START U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
ES	14.1			421	93	247	73	8
WL	13.3			252	40	140	67	6
AF	11.7			251	28	94	123	6
MH	12.3			142		100	38	4
LP	10.7			49		8	36	5
GF	12.0			30	9	10	11	0
ALL	12.8			1,146	170	600	347	29

Unit Cruise Design: Q FRESH START U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (90 Measure, 33.61 Count) Sighting Ht = 4.5 ft	137.5	138.8	81	81	1

Unit Cruise Summary: Q FRESH START U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF		13	0.2	0
WB		3	0.0	0
PP		2	0.0	0
ES	29	109	1.3	0
MH	13	111	1.4	0
WL	29	68	0.8	0
AF	24	65	0.8	0
GF	5	21	0.3	0
LP	4	10	0.1	0
ALL	104	402	5.0	0

Unit Cruise Statistics: Q FRESH START 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	5.4	423.2	47.0						
WB	1.2	513.1	57.0						

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 (%)
PP	0.8	632.4	70.3						
ES	45.2	104.5	11.6	105.5	38.0	7.1	4,771	111.2	13.6
MH	46.1	119.6	13.3	71.3	31.5	8.7	3,284	123.7	15.9
WL	28.2	162.5	18.1	88.3	23.8	4.4	2,491	164.3	18.6
AF	27.0	131.3	14.6	72.1	32.7	6.7	1,944	135.3	16.0
GF	8.7	303.6	33.7	75.6	34.7	15.5	659	305.5	37.1
LP	4.1	518.4	57.6	86.3	31.1	15.6	358	519.3	59.7
ALL	166.8	47.4	5.3	84.8	36.3	3.6	14,141	59.7	6.4

Unit Summary: Q FRESH START U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	24	ALL	8.6	48	59	1,857	1,825	1.8	62.7	25.3	8.6	250.9
ES	LIVE	CUT	29	ALL	13.7	56	70	3,193	3,064	4.1	28.4	29.0	7.8	421.3
GF	LIVE	CUT	5	ALL	13.2	47	57	234	220	6.0	3.1	2.9	0.8	30.2
LP	LIVE	CUT	4	ALL	11.6	57	70	383	358	6.5	5.7	4.1	1.2	49.2
MH	LIVE	CUT	13	ALL	11.2	49	59	1,075	1,036	3.7	21.2	14.5	4.3	142.4
WL	LIVE	CUT	29	ALL	13.9	60	75	1,923	1,831	4.7	19.7	20.7	5.6	251.8
ALL	LIVE	CUT	104	ALL	11.2	52	64	8,665	8,333	3.8	140.8	96.7	28.4	1,145.7
ALL	ALL	CUT	104	ALL	11.2	52	64	8,665	8,333	3.8	140.8	96.7	28.4	1,145.7

Cruise Unit Report Q FRESH START U3

Unit Sale Notice Volume (MBF): Q FRESH START U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WL	11.9			75	6	40	27	2
GF	11.0			53		27	22	4
LP	10.6			44		23	20	1
DF	12.9			26	6	12	8	0
ES	10.1			8		8		0
ALL	11.4			206	12	108	77	8

Unit Cruise Design: Q FRESH START U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	26.5	28.4	16	16	1

Unit Cruise Summary: Q FRESH START U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		1	0.1	0
WL	12	17	1.1	0
DF	5	16	1.0	0
GF	11	14	0.9	0
LP	7	7	0.4	0
ES	1	1	0.1	0
ALL	36	56	3.5	0

Unit Cruise Statistics: Q FRESH START U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	2.5	400.0	100.0						
WL	42.5	121.4	30.3	94.5	17.7	5.1	4,017	122.6	30.8
DF	40.0	121.1	30.3	78.8	31.4	14.0	3,150	125.1	33.4
GF	35.0	131.1	32.8	72.4	31.3	9.4	2,532	134.8	34.1
LP	17.5	203.9	51.0	94.9	19.1	7.2	1,661	204.8	51.5
ES	2.5	400.0	100.0	120.4	0.0	0.0	301	400.0	100.0

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 (%)
ALL	140.0	65.2	16.3	84.8	26.4	4.4	11,874	70.3	16.9

Unit Summary: Q FRESH START U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	12.9	53	65	1,005	984	2.0	13.8	12.5	3.5	26.1
ES	LIVE	CUT	1	ALL	10.1	64	80	301	301	0.0	4.5	2.5	0.8	8.0
GF	LIVE	CUT	11	ALL	11.0	44	54	2,011	1,990	1.0	41.7	27.5	8.3	52.7
LP	LIVE	CUT	7	ALL	10.6	53	66	1,685	1,661	1.4	28.6	17.5	5.4	44.0
WL	LIVE	CUT	12	ALL	11.9	57	71	2,861	2,836	0.9	38.8	30.0	8.7	75.1
ALL	LIVE	CUT	36	ALL	11.4	52	64	7,862	7,772	1.2	127.4	90.0	26.6	206.0
ALL	ALL	CUT	36	ALL	11.4	52	64	7,862	7,772	1.2	127.4	90.0	26.6	206.0

Cruise Unit Report Q FRESH START U4

Unit Sale Notice Volume (MBF): Q FRESH START U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
GF	9.9			193	13	59	113	8
DF	11.9			62	11	29	21	2
WL	15.5			44	6	26	11	1
ES	9.9			44	10	3	29	1
LP	11.8			25		16	8	0
ALL	10.6			368	40	134	182	12

Unit Cruise Design: Q FRESH START U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	46.6	46.6	28	28	0

Unit Cruise Summary: Q FRESH START U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
AF		1	0.0	0
PP		4	0.1	0
GF	36	57	2.0	0
DF	11	30	1.1	0
ES	7	11	0.4	0
WL	7	10	0.4	0
LP	4	4	0.1	0
ALL	65	117	4.2	0

Unit Cruise Statistics: Q FRESH START U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
AF	1.4	529.2	100.0						
PP	5.7	313.9	59.3						
GF	81.4	73.8	13.9	80.4	28.5	4.8	6,550	79.1	14.7
DF	42.9	119.0	22.5	84.8	24.3	7.3	3,635	121.4	23.6
ES	15.7	233.3	44.1	94.1	56.0	21.2	1,479	239.9	48.9

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 (%)
WL	14.3	231.3	43.7	94.8	29.5	11.2	1,354	233.2	45.1
LP	5.7	249.4	47.1	93.5	43.8	21.9	534	253.3	52.0
ALL	167.1	52.5	9.9	84.7	33.4	4.1	14,156	62.3	10.8

Unit Summary: Q FRESH START U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	11.9	50	61	1,355	1,333	1.7	20.3	15.7	4.6	62.1
ES	LIVE	CUT	7	ALL	9.9	45	56	954	941	1.4	18.7	10.0	3.2	43.8
GF	LIVE	CUT	36	ALL	9.9	44	54	4,329	4,137	4.4	96.2	51.4	16.3	192.8
LP	LIVE	CUT	4	ALL	11.8	51	63	598	534	10.7	7.5	5.7	1.7	24.9
WL	LIVE	CUT	7	ALL	15.5	62	77	987	948	3.9	7.6	10.0	2.5	44.2
ALL	LIVE	CUT	65	ALL	10.6	46	57	8,223	7,892	4.0	150.3	92.9	28.3	367.8
ALL	ALL	CUT	65	ALL	10.6	46	57	8,223	7,892	4.0	150.3	92.9	28.3	367.8

Cruise Unit Report Unit ROW

Unit Sale Notice Volume (MBF): Unit ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
GF	10.4			4		2	2	0
ES	12.8			1	0	0	0	0
WL	13.8			1		1	0	0
DF	11.3			0		0	0	0
LP	11.0			0		0	0	0
ALL	11.2			7	0	4	2	0

Unit Cruise Design: Unit ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.5		1	1	0

Unit Cruise Summary: Unit ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
GF	3	67	67.0	0
ES	3	11	11.0	0
WL	2	10	10.0	0
DF	2	3	3.0	0
LP	1	2	2.0	0
ALL	11	93	93.0	0

Unit Cruise Statistics: Unit ROW

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 (%)
GF	79.2	0.0	0.0	104.2	10.5	6.1	8,252	10.5	6.1
ES	19.8	0.0	0.0	114.8	21.9	12.7	2,268	21.9	12.7
WL	20.7	0.0	0.0	109.4	2.4	1.7	2,264	2.4	1.7
DF	4.2	0.0	0.0	100.7	6.5	4.6	422	6.5	4.6
LP	2.6	0.0	0.0	142.4	0.0	0.0	376	0.0	0.0
ALL	126.5	0.0	0.0	107.4	15.7	4.7	13,582	15.7	4.7

Unit Summary: Unit ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	11.3	59	74	422	422	0.0	6.0	4.2	1.2	0.2
ES	LIVE	CUT	3	ALL	12.8	58	73	2,268	2,268	0.0	22.1	19.8	5.5	1.1
GF	LIVE	CUT	3	ALL	10.4	59	73	8,306	8,252	0.7	134.3	79.2	24.6	4.1
LP	LIVE	CUT	1	ALL	11.0	70	88	376	376	0.0	4.0	2.6	0.8	0.2
WL	LIVE	CUT	2	ALL	13.8	77	97	2,264	2,264	0.0	19.9	20.7	5.6	1.1
ALL	LIVE	CUT	11	ALL	11.2	61	76	13,636	13,582	0.4	186.3	126.5	37.7	6.8
ALL	ALL	CUT	11	ALL	11.2	61	76	13,636	13,582	0.4	186.3	126.5	37.7	6.8



**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 2707721

Effective Date: 9/10/2024

Expiration Date: 9/10/2027

Shut Down Zone: 675

EARR Tax Credit: Eligible Non-eligible

Reference: WA-DNR- Q Fresh Start

6,11-14-E; 29,32,33-12-14E

Decision

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

FPA/N Classification

Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

4 years 5 years

Conditions on Approval/Reasons for Disapproval

No additional conditions apply.

Issued By: Amanda Moody

Region: SE

Title: FP Coordinator/Forester

Date: 9/10/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: Brenda Young

Date: 9/10/2024

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:

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

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eluho.wa.gov/>

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I _____, caused the Notice of Decision for FPA/N No. _____ to be placed in the United States mail at _____, 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)

(City & State where signed)

(Signature)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Q FRESH START TIMBER SALE ROAD PLAN
YAKIMA COUNTY
SOUTHEAST REGION

AGREEMENT NO.: 30-106696

STAFF ENGINEER: JOE SMITH

DATE: 05/15/2024

COMPILED BY: JOE SMITH

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
A2050	0+00 to 180+60	Pre-haul Maintenance
A2052	0+00 to 120+10	Pre-haul Maintenance
A2052B	0+00 to 26+50	Pre-Haul Maintenance
A2052C	0+00 to 3+15	Pre-haul Maintenance
	3+15 to 27+15	Construction
A2057	0+00 to 17+30	Pre-haul Maintenance
A2058	0+00 to 34+60	Pre-haul Maintenance
	34+60 to 65+85	Construction

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 this road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
A2052C	27+15 to 40+05	Construction
A2058	65+85 to 72+35	Construction
A2058B	0+00 to 3+30	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to:

- clearing;
- grubbing;
- right-of way debris disposal;
- excavation and/or embankment to subgrade, including ditches;
- subgrade compaction;
- landing construction;
- acquisition and installation of drainage structures as specified;
- acquisition and application of rock as specified.

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>
A2050	0+00 to 180+60	Spot grade/blade as needed for haul.
A2052	0+00 to 120+10	Spot grade/blade as needed for haul.
A2052B	0+00 to 26+50	Spot grade/blade as needed for haul.
A2052C	0+00 to 3+15	Brush as indicated in 3-1 BRUSHING. Spot grade/blade as needed for haul.
A2057	0+00 to 17+30	Spot grade/blade as needed for haul.
A2058	0+00 to 34+60	Spot grade/blade as needed for haul.

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

0-10 ABANDONMENT

This project includes abandonment listed in Clause 9-22 ROAD ABANDONMENT.

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 any submitted plan that changes the scope of work or environmental condition from the original road 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.

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

1-5 DESIGN DATA

Road construction design data is available upon request at the Department of Natural Resources Southeast Region Office in Ellensburg, WA.

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/Work maps.

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

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before the closure of any road.

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. Road centerline location for new construction is marked with orange flagging.

1-21 HAUL APPROVAL

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

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
- Subgrade compaction
- Rock application
- Rock compaction

1-25 ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed between November 1 to April 30, or on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, 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 4 inches on any roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridges or asphalt surfaces at any time. If Purchaser must run equipment on bridges or asphalt surfaces, then rubber-tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on bridges or asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surfaces and have surfaces evaluated by the District Engineer or their designee for any damage caused by equipment. Any damage to the surfaces will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

If damage has occurred from Purchaser activity, Purchaser shall have asphalt surfaces reviewed by a third party, specializing in asphalt construction and repair. The third party's scope of the damage and repairs must be agreed upon between the Purchaser and the Contract Administrator. Damage to the asphalt will be repaired at the Purchaser's expense.

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO PAVED ROADS, COUNTY ROADS AND STATE HIGHWAYS

Purchaser shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to paved roads, 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 road controller, county or WSDOT.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain all 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 or dozer to shape the existing surface before timber haul.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
A2050	0+00 to 180+60	Spot grade/blade as needed for haul.
A2052	0+00 to 120+10	Spot grade/blade as needed for haul.
A2052B	0+00 to 26+50	Spot grade/blade as needed for haul.
A2052C	0+00 to 3+15	Spot grade/blade as needed for haul.
A2057	0+00 to 17+30	Spot grade/blade as needed for haul.
A2058	0+00 to 34+60	Spot grade/blade as needed for haul.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road, Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting, pulling, or breaking 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>
A2052C	0+00 to 3+15

3-5 CLEARING

Purchaser shall fell all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

Purchaser shall deck all right-of-way timber. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 100 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against live standing trees.

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. Stumps over 24 inches in diameter must be split. Stumps over 40 inches must be quartered. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the clearing limits and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor on stable locations.

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 clearing brushing area limits as shown on the TYPICAL SECTION SHEET or BRUSHING DETAIL.

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and drainage inlets and outlets. Purchaser shall complete all disposal of organic debris before timber haul.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 50%.
- Within the operational area for 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 clearing limits in natural openings unless otherwise detailed in this road plan. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

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.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall adhere to the following standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% in 100 feet.
- Maximum grade change for crest vertical curves is 5% in 100 feet.

4-5 CUT SLOPE RATIO

Purchaser shall construct excavation slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 50%)	1:1	100
Common Earth (50% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
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:

<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 turnout as designated below. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

<u>Road</u>	<u>Turnout Location</u>	<u>Comments</u>
A2052C	23+35 to 23+95	Utilize excess cut material from excavation to create turnout right.

4-22 TURNAROUNDS

If necessary, turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-28 DITCH DRAINAGE

Ditches must drain to cross drain culverts or ditchouts.

4-29 DITCHOUTS

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

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 and meets the conditions of Clause 4-38 PROHIBITED WASTE DISPOSAL AREAS. Waste material may be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION. Other areas for waste material require approval, in writing, prior to use by the Contract Administrator.

4-37 WASTE AREA LOCATION

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

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Estimated Volume</u>
A2052C	18+00, 21+00	Place excess material adjacent to switchback as directed by the Contract Administrator.	250 CY
	26+50	Sidecast excess waste.	400 CY

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland unless otherwise specified herein.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for landings.
- Against standing timber.

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris and trash.

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from the listed borrow sources or borrow sources identified and approved in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>	<u>Type</u>
A2052C	16+15 to 27+15	Utilize excess material from excavation to grade for fills and embankments.	Native

4-50 BORROW APPLICATION

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>	<u>Estimated Volume</u>
A2052C	18+00 to 20+70	Utilize excess cut material from road construction for curve widening and embankment to grade in switch back.	250 CY

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.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before timber haul.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders as shown in the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS. The construction of ditchouts, as described in Clause 4-29 DITCHOUTS, is required where ponding could result from the effects of sidecast debris.

5-5 CULVERTS

Purchaser shall supply and install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT AND DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new, or used material as indicated in 5-7 USED CULVERT MATERIAL, and must meet the specifications in Clauses 10-15 through 10-24.

5-6 CULVERT TYPE

Purchaser shall install metal or plastic culverts in accordance with Clauses 10-15 through 10-24.

5-7 USED CULVERT MATERIAL

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

<u>Road</u>	<u>Station</u>
A2052C	24+65 to 40+05

5-8 TEMPORARY STREAM CULVERT INSTALLATION

Purchaser shall install temporary culverts as shown in the TEMPORARY CULVERT DETAIL. Temporary stream culverts must be located in the natural channel of the stream. Temporary culverts must be removed as indicated below. Geotextile fabric must meet the specifications in Clause 10-2 GEOTEXTILE FOR SEPARATION.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
A2052C	24+65	Culvert shall overwinter no more than once.
	32+35	Culvert shall overwinter no more than once.

5-11 STATE SUPPLIED CULVERTS

The following culvert will be supplied by the state and is available at the junction of the A2050 and A2051 roads.

<u>Road</u>	<u>Station</u>	<u>Size</u>
A2052C	24+65	96" x 66" Pipe Arch, 20' and 24' segments including band.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST that are not installed will become the property of the state. Purchaser shall deliver materials to 713 Bowers Road, Ellensburg, WA 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 National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" or 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 over 15 inches in diameter shall be banded using segments of no less than 10 feet, and no more than one segment less than 16 feet unless otherwise specified herein. The shorter segment of banded culvert shall be installed at the inlet end.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts Over 36 inches in diameter before backfilling.

5-18 CULVERT DEPTH OF COVER

All 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 crossdrain culverts. Energy dissipater installation is subject to approval by the Contract Administrator.

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

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 5 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT AND DRAINAGE LIST that specify the placement of rock. Rock used for headwalls must meet the specifications of clause 6-43 QUARRY SPALLS. 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 inlet, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only.

5-27 ARMORING FOR CULVERTS

Purchaser shall place culvert armor as shown on the ROCK LIST in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT AND DRAINAGE LIST. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as specified on the CULVERT AND DRAINAGE LIST. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. Purchaser shall install drivable waterbars using a crawler tractor. Use of any other equipment is not allowed without written approval from the Contract Administrator.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT AND DRAINAGE LIST. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. Purchaser shall install rolling dips using a crawler tractor. Use of other equipment is not allowed without written approval of the Contract Administrator.

5-33 NATIVE SURFACE ROADS

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

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following sources on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock sources, a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before starting any operations in the listed locations.

<u>Road</u>	<u>Locations</u>	<u>Type</u>
A2007	9+25	Pit Run, Quarry Spalls, Rip Rap
A2400	8+90	Pit Run, Quarry Spalls, Rip Rap

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER

Purchaser shall conduct rock source use in accordance with a written ROCK SOURCE USE PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source operations. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE USE PLAN, and approved in writing by the Contract Administrator.

6-23 ROCK GRADATION TYPES

Purchaser shall provide 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. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

6-41 SELECT PIT RUN ROCK

No more than 20 percent of the rock may be larger than 4 inches in any dimension and no rock may be larger than 8 inches in any dimension. Select Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-43 QUARRY SPALLS

% Passing 8" square sieve	100%
% Passing 3" square sieve	20% maximum
% Passing 3/4" square sieve	5% maximum

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

6-50 LIGHT LOOSE RIP RAP

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

<u>Quantity</u>	<u>Approximate Size Range</u>
20% to 90%	500 lbs. to 1 ton (18" - 28")
15% to 80%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION SHEET and 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.

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement as directed by the Contract Administrator.

SECTION 7 – STRUCTURES

7-1 SIGN INSTALLATION

Purchaser shall supply, install, and maintain the following road signs. Signs must be installed a minimum of 7 days before work begins. Signs must comply with the Federal Highway Administration’s Manual on Uniform Traffic Control Devices. Sign wording other than as specified below must be approved, in writing, by the Contract Administrator prior to installation.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
A2000	0+00	Caution Logging Activity Ahead
A2050	0+00	Caution Logging Activity Ahead

SECTION 8 – EROSION CONTROL

8-15 REVEGETATION

On the following roads, Purchaser shall supply and spread grass seed as indicated in CLAUSE 10-14 GRASS SEED at a rate of 50 pounds per acre, and a 3-inch-deep layer of straw as indicated in CLAUSE 10-13 STRAW FOR EROSION CONTROL, on all exposed soils resulting from road work activities that are within 50 feet of live water. 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>Grass Seed Qty</u>	<u>Straw Qty</u>
A2052C	23+95 to 25+35	20 lbs	10 bales
	31+85 to 32+85	5 lbs	2 bales

Quantities are minimum acceptable values. Actual quantities may vary and are the responsibility of the Purchaser.

8-17 REVEGETATION TIMING

Purchaser shall revegetate between April 15 and June 1 or September 15 and November 15. Soils may not be allowed to sit exposed for longer than one month, or during storm events, without receiving revegetation treatment or other protection unless otherwise approved in writing by the Contract Administrator.

8-20 SILT FENCING FOR EROSION CONTROL

On the following road, Purchaser shall install silt fencing as shown in Clause 10-6 GEOTEXTILE FOR TEMPORAY SILT FENCE. Silt fence shall be a minimum of 3 feet tall and shall be installed as per manufacturer’s recommendations.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
A2052C	24+40 to 24+90	Install at upstream and downstream toe of embankment for culvert install. Tie to culvert armor

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

On the following road at the specified location, Purchaser shall construct barricade in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Station</u>
A2052C	23+95

9-2 CULVERT REMOVAL

On the following roads, Purchaser shall remove existing culverts from roads and leave the resulting channel open with excavation slopes and excavated channel widths as specified. Culvert removals must be in accordance with the associated Forest Practice Hydraulic Permit (FPH), the CULVERT REMOVAL PROCEDURE, the STREAM CROSSING AND CROSS DRAIN REMOVAL DETAIL, and the A2052C 24+65 CULVERT REMOVAL PLAN VIEW.

<u>Road</u>	<u>Station</u>	<u>Excavated Channel Width</u>	<u>Average Fill Depth</u>	<u>Water Type</u>	<u>Approximate Stream Gradient</u>	<u>Slope Ratio</u>
A2052C	24+65	10’	10’	F	16%	Return to pre-installation conditions.
	32+35	2’	2’	Np	5%	2:1 or natural ground line, return to pre-installation condition.

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culverts removed from roads, other than those supplied by DNR, shall become the property of the Purchaser and must be removed from state land. Culverts supplied by DNR shall be returned to original stockpile location or as otherwise approved, in writing, by the Contract Administrator.

9-4 POST-HAUL MAINTENANCE

Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS on all roads used for this project. In addition, the following post haul maintenance is required.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
A2050	0+00 to 180+60	Return all pre-existing drainage structures to functional condition.
A2052	0+00 to 120+10	Return all pre-existing drainage structures to functional condition.
A2052B	0+00 to 26+50	Return all pre-existing drainage structures to functional condition.
A2052C	0+0 to 23+95	Return all pre-existing drainage structures to functional condition. Create turnaround at 23+95.
A2057	0+00 to 17+30	Return all pre-existing drainage structures to functional condition.
A2058	0+00 to 72+35	Return all pre-existing drainage structures to functional condition.
A2058B	0+00 to 3+30	Return all pre-existing drainage structures to functional condition.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of all landing surfaces.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-22 ROAD ABANDONMENT

Purchaser shall abandon the following roads as indicated below.

<u>Road</u>	<u>Stations</u>	<u>Type</u>	<u>Complete By/Comments</u>
A2052C	23+95 to 40+05	Light	Between August 1 and September 30 of the calendar year.

9-23 LIGHT ABANDONMENT

- Remove road shoulder berms except as directed.
- Outslope roads at a minimum of 10% or natural ground.
- 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 300 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.
- Remove culverts in accordance with Clause 9-2 CULVERT REMOVAL.
 - Culverts removed from live streams shall follow the Culvert Removal Procedure.
 - Type “F” culvert removals shall only be removed between August 1 and September 30 of any calendar year, unless otherwise approved, in writing, by the Contract Administrator.
 - Type “F” streams shall have a minimum of 5 pieces of woody debris with a small end diameter of 6” and a length of not less than 15’ evenly distributed along channel. Larger rocks found during fill excavation shall be placed in channels as available.
 - Type “N” culvert removals shall have slash, woody debris, and rocks placed in channel as available on site.
- Excavate stream channels to match existing stream profile.
- Excavate backslopes to the specification in CLAUSE 9-2 CULVERT REMOVALS
- Cover, concurrently with abandonment, all exposed soils created from excavation work within 50 feet of any live stream, with grass seed and straw and in accordance with Section 8 EROSION CONTROL, then slash and woody debris.
- Scatter woody debris onto at least 25 percent of abandoned road surfaces.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL and Clause 9-1 EARTHEN BARRICADES.

SECTION 10 MATERIALS

10-2 GEOTEXTILE FOR SEPARATION

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for separation. Material must be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Non-woven
Apparent opening size	D 4751	No. 30 max
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	160 lb
Grab tensile elongation	D 4632	>= 50%
Puncture strength	D 6241	310 lb
Tear strength	D 4533	50 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

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

10-13 STRAW FOR EROSION CONTROL

Straw used for erosion control shall be certified weed free.

10-14 GRASS SEED

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>	<u>Minimum % pure seed</u>	<u>Minimum % germination</u>
Perennial Rye	35-45	95	90
Red Fescue	30-40	95	90
Highland Bent	5-15	95	90
White Clover	10-20	95	90
Inert and Other Crop	0.5		NA

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218).

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.

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes must meet the AASHTO specification designated for the culvert.

10-21 METAL BAND

Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

10-22 PLASTIC BAND

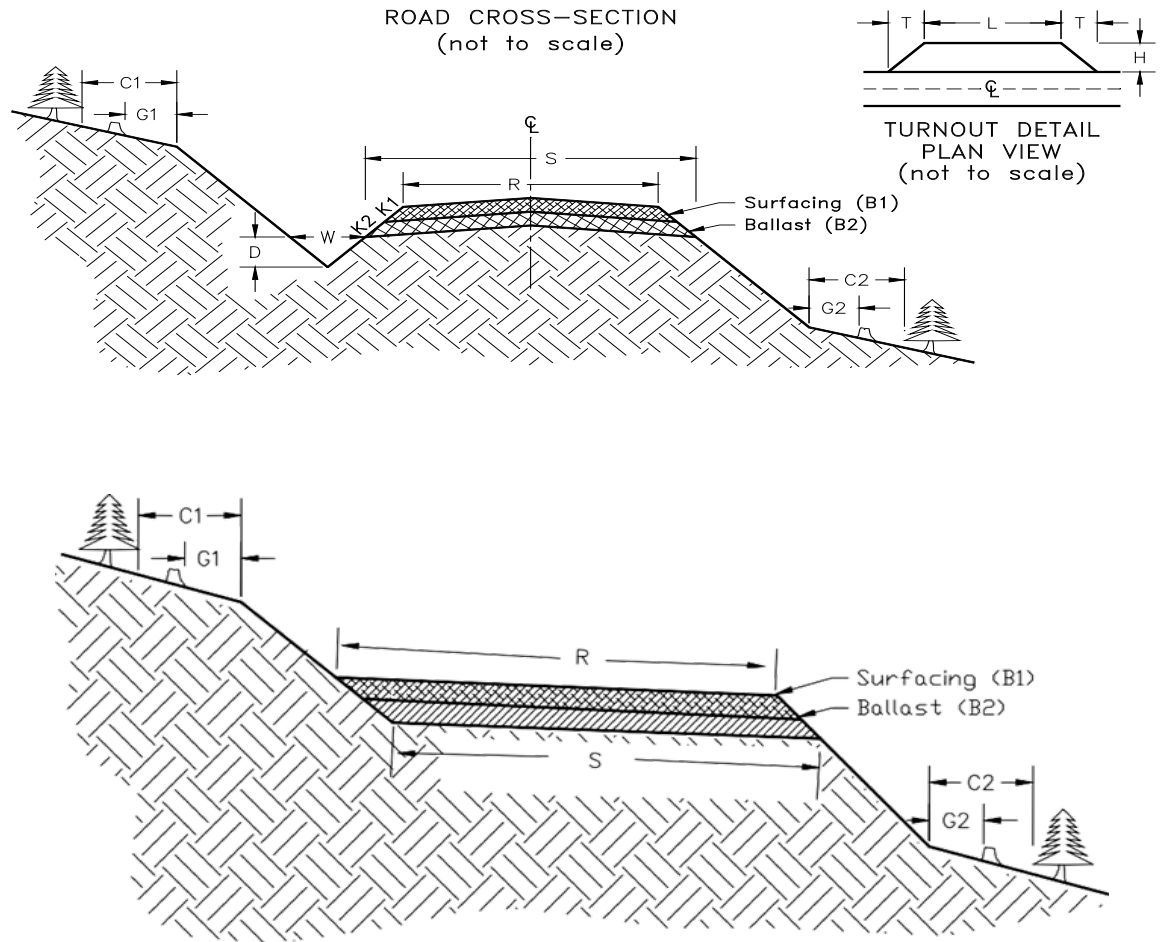
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

10-24 GAUGE AND CORRUGATION

Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1/2"
24" to 48"	14 (0.079")	2 ² / ₃ " X 1/2"

TYPICAL SECTION SHEET



NOTE: GRUBBING LIMITS FOR CONSTRUCTION ARE 1' BEYOND EDGE OF ROAD. CLEARING LIMITS, SEE RIGHT-OF-WAY SPECIFICATION SHEET.

TYPICAL SECTION SHEET (continued)

ROAD	PRE-HAUL, RECONSTRUCTION, CONSTRUCTION	FROM STATION	TO STATION	TOL. CLASS	SUBGRADE WIDTH S	CROWN INCHES AT CENTER LINE	INSLOPE/OUT SLOPE INCHES IN 10 FEET	ROAD WIDTH R	DITCH WIDTH/ DEPTH		GRUBBING LIMITS		CLEARING LIMITS	
									W	D	G1	G2	C1	C2
A2050	Pre-Haul	0+00	180+60	C	12'	4"	4"	12'	-	-	See Note 1		See Note 1	
A2052	Pre-Haul	0+00	120+10	C	12'	-	4"	12'	-	-	-		-	
A2052B	Pre-Haul	0+00	26+50	C	12'	-	4"	12'	-	-	-		-	
A2052C	Pre-Haul	0+00	3+15	C	14'	-	4"	12'	-	-	-		-	
	Construction	3+15	17+70	C	14'	-	4"	14'	-	-	See Note 2		See Note 2	
	Construction	17+70	20+45	C	14'	4"	-	14'	2'	1'	See Note 2		See Note 2	
	Construction	20+45	27+15	C	14'	-	4"	14'	-	-	See Note 2		See Note 2	
	Construction	27+15	40+05	C	12'	-	4"	12'	-	-	See Note 2		See Note 2	
A2057	Pre-Haul	0+00	17+30	C	12'	-	4"	12'	-	-	-		-	
A2058	Pre-Haul	0+00	34+60	C	12'	-	4"	12'	-	-	-		-	
	Construction	34+60	72+35	C	12'	-	4"	12'	-	-	See Note 2		See Note 2	
A2058B	Construction	0+00	3+30	C	12'	-	4"	12'	-	-	See Note 2		See Note 2	

NOTE 1: Roads with data in columns for both Crowned or In/Outsloped vary from ditched with crown to out or in sloped. Maintenance should match existing road conditions.

NOTE 2: Grubbing limits for construction are 1' beyond edge of ditch. Clearing limits, see RIGHT-OF-WAY SPECIFICATION SHEET

ROCK LIST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	Type	CY/ Station	# of Stations	CY Subtotal	Rock Source/ Comment
			K2	B2					
A2052C	24+15	25+15	1 ½:1	8"	SPR	60	1	60	A2007/A2400. Includes embankment widening.
	24+65		-	-	LL	-	-	20	Culvert and Fill Armor.
	32+10	32+60	1 ½:1	8"	SPR	60	.5	30	A2007/A2400
	32+35		-	-	QS	-	-	.5	Culvert and Fill Armor

SPR - Select Pit Run Rock TOTAL 90 CY

QS - Quarry Spalls TOTAL 5 CY

LL - Light Loose Rip Rap TOTAL 20 CY

COMPACTION LIST

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
A2052C	0+00	40+05	Subgrade/Rock	12/4	Vibratory Smooth Drum	16,000	3	3
A2058	34+60	72+35	Subgrade	12	Vibratory Smooth Drum	16,000	3	3
A2058B	0+00	3+30	Subgrade	12	Vibratory Smooth Drum	16,000	3	3

POST HAUL TYPICAL SECTION SHEET

ROAD	MAINTENANCE, DECOMMISSION, ABANDON	FROM STATION	TO STATION	CROWN INCHES @ CL	OUT/IN SLOPE INCHES IN 10 FEET	ROAD WIDTH R	DITCH		NOTES
							WIDTH W	DEPTH D	
A2050	Maintenance	0+00	180+60	4	4	12'	2'	1'	Road varies from outsloped to crowned w/ditch
A2052	Maintenance	0+00	120+10	-	4	12'	-	-	
A2052B	Maintenance	0+00	26+50	-	4	12'	-	-	
A2052C	Maintenance	0+00	24+30	4	4	14'	2'	1'	Road varies from outsloped to crowned w/ditch
	Abandon	24+30	40+05	-	4	14'	-	-	
A2057	Maintenance	0+00	17+30	-	4	12'	-	-	
A2058	Maintenance	0+00	72+35	-	4	12'	-	-	
A2058B	Maintenance	0+00	3+30	-	4	12'	-	-	

CULVERT AND DRAINAGE LIST

Road	Station	Type	Diam. (Inches)	Length (Feet)	Comment
A2052C	6+40	Rolling Dip	-	-	Install
	11+40	Rolling Dip	-	-	Install
	14+20	Rolling Dip	-	-	Install
	17+70	Rolling Dip	-	-	Install
	20+45	Crossdrain	18	30	Install
	24+15	Rolling Dip	-	-	Install
	24+65	Culvert	96x66	44	Install temporary pipe arch in live stream (type F). Remove after harvest.
	25+15	Rolling Dip	-	-	Install
	26+55	Rolling Dip	-	-	Install
	29+05	Rolling Dip	-	-	Install
	32+10	Drivable Waterbar	-	-	Install
	32+35	Culvert	24	30	Install temporary culvert in live stream (type Np). Remove after harvest.
	32+60	Drivable Waterbar	-	-	Install
	36+70	Rolling Dip	-	-	Install
A2058	34+60	Rolling Dip	-	-	Install
	39+10	Rolling Dip	-	-	Install
	43+50	Rolling Dip	-	-	Install
	47+25	Rolling Dip	-	-	Install
	49+35	Rolling Dip	-	-	Install
	52+45	Rolling Dip	-	-	Install
	54+75	Rolling Dip	-	-	Install
	61+70	Rolling Dip	-	-	Install
	67+65	Rolling Dip	-	-	Install
	71+85	Rolling Dip	-	-	Install
A2058B	1+90	Rolling Dip	-	-	Install

F – Fish bearing stream

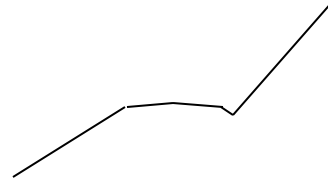
Np – Perennial Stream

RIGHT-OF-WAY SPECIFICATION SHEET

Based on a 12' road width. All clearing distances are measured horizontally from the centerline of the road. All ditches are 1' deep. Ditched roads are crowned 4" at the centerline. Roads with no ditch are outsloped 4" in 10'.

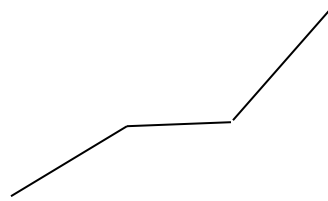
CROWNED ROAD WITH DITCH RIGHT

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	16'	14'
10-20%	17'	15'
20-30%	19'	17'
30-40%	22'	18'
40-50%	27'	22'



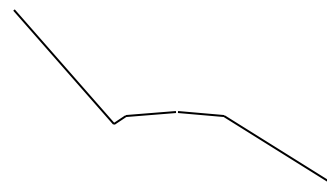
OUTSLOPE LEFT ROAD

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	16'	11'
10-20%	17'	12'
20-30%	19'	13'
30-40%	22'	15'
40-50%	27'	17'



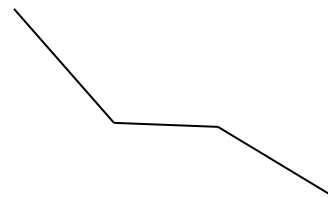
CROWNED ROAD WITH DITCH LEFT

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	14'	16'
10-20%	15'	17'
20-30%	17'	19'
30-40%	18'	22'
40-50%	22'	27'



OUTSLOPE RIGHT ROAD

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	11'	16'
10-20%	12'	17'
20-30%	13'	19'
30-40%	15'	22'
40-50%	17'	27'



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape as directed, 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.
- Remove shoulder berms 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 and culverts 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.

Structures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use.

Preventative Maintenance

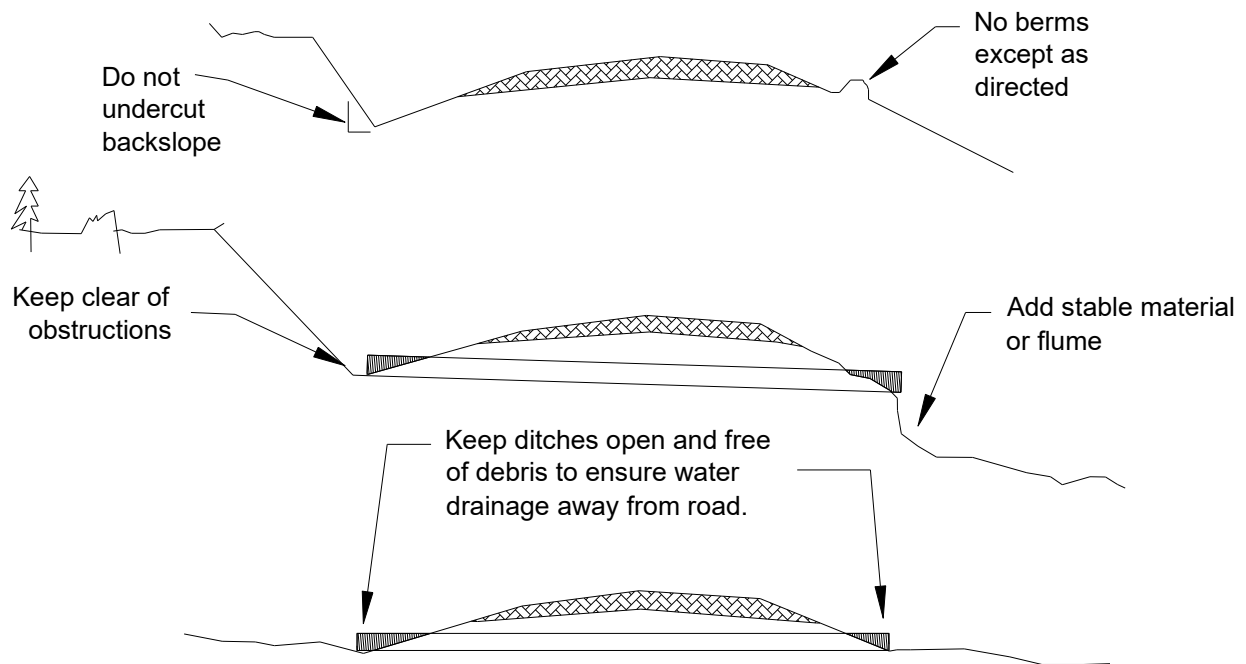
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



CULVERT REMOVAL PROCEDURE

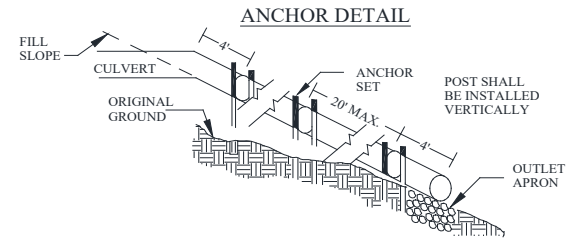
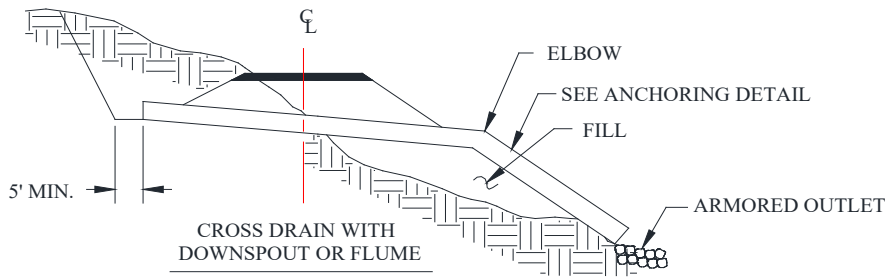
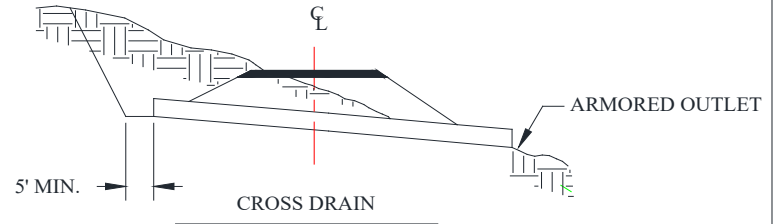
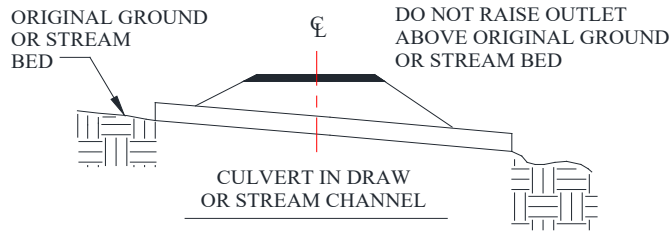
Order of work is as follows, deviations from this procedure require approval from Contract Administrator, in writing, before work commences.

1. Purchaser shall notify the State of intent to start project, and a pre-work conference shall be held before move in of equipment.
2. Culvert removal should not start during rain or threat of rain. Remove 95% of fill (see STREAM CROSSING AND CROSSDRAIN REMOVAL DETAIL) and place in road prism on either side of the culvert in stable locations where there is no potential for sediment delivery or as otherwise specified herein.
3. For culverts with live water:
 - a. Assemble the items on the Estimated Materials List onsite before proceeding.
 - b. Set up pumps.
 - c. Dam up stream with sandbags and line floor of dam with plastic (to prevent sub-surface water flow), place rock on plastic to hold in place, and key leading edge of plastic into channel bottom. Build a settling pond at culvert outlet. Fill may need to be removed before the settling pond installation due to space limitations. Pump clean water at catch basin around work site and back into stream. Dirty water shall be pumped away from site and onto a stable location on the forest floor where no potential for sediment delivery can occur.
4. Remove remainder of fill and culvert.
5. Restore channel as indicated in 9-2 CULVERT REMOVAL.
6. Backfill settling pond.
7. Cover exposed soils within 50 feet of all typed water with grass seed, then straw, then woody debris.

Estimated Materials List:

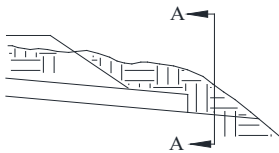
1. 2 pumps, (dam at culvert catch basin) pumps shall have a minimum capacity to adequately remove all water from stream,
 - a. For type "F" stream, pump intake shall be screened to prevent fish intake. Screen shall be woven wire with a maximum opening in the shortest direction of .087 inches (2.38 mm, 6-14 mesh);
2. Plastic sheeting as needed;
3. Grass seed;
4. Weed free straw bales;
5. Woody Debris (utilize onsite material as available).

CULVERT AND DRAINAGE SPECIFICATION DETAIL

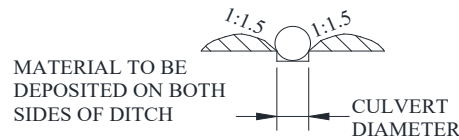


NOTE: MINIMUM COVER OVER CULVERT AT SHOULDER AT INLET SHALL BE 18" OR 1/2 THE CULVERT DIAMETER, WHICHEVER IS GREATER.
 CATCH BASINS SHALL BE MINIMUM 5' WIDE BY 6' LONG.
 CUT SLOPES AT CATCH BASINS SHALL BE AS SPECIFIED IN CLAUSE 5.25.

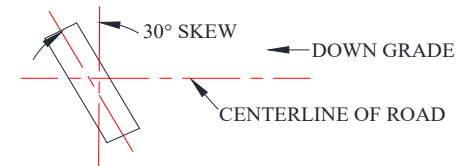
OUTLET DITCH



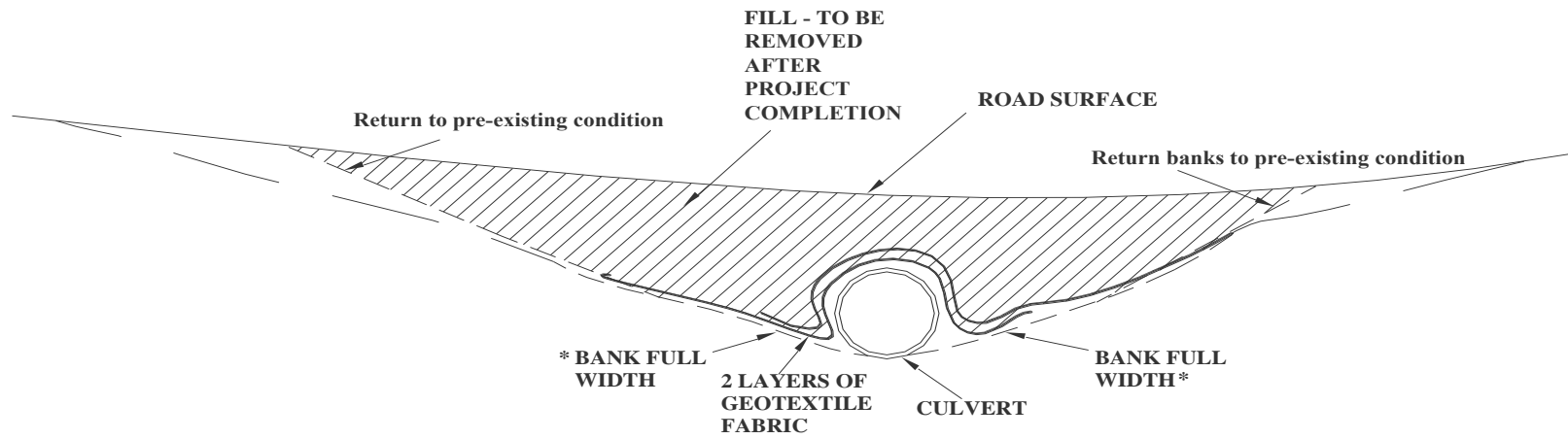
SECTION A-A



SKEW DIAGRAM



TEMPORARY CULVERT DETAIL



Temporary Culvert Detail

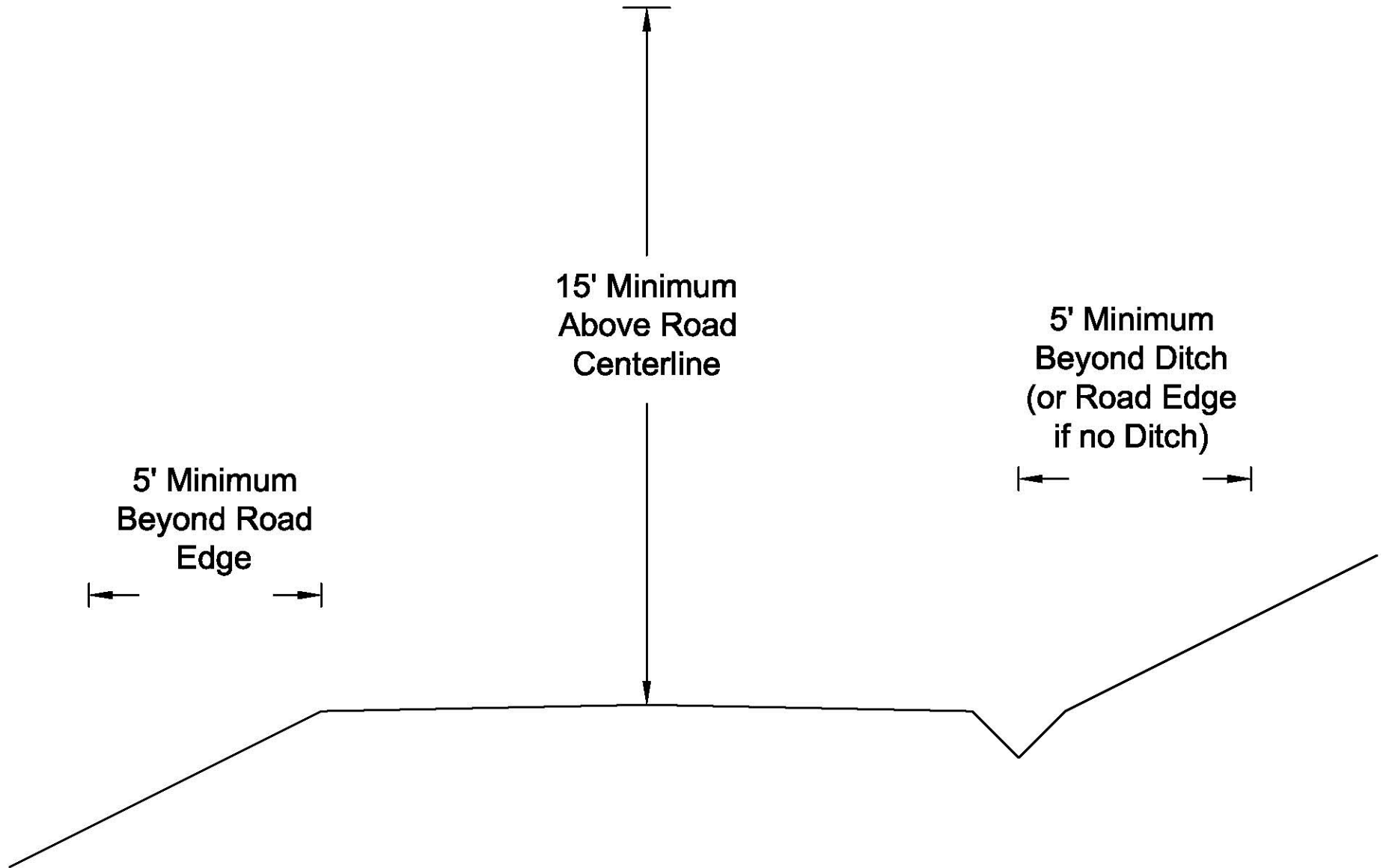
Order of work is as follows, deviations from this procedure require approval from Contract Administrator, in writing, before work commences.

1. Purchaser shall notify the State of intent to start project for live water installations, and a pre-work conference shall be held before move-in of equipment.
2. For culverts with live water, isolate the site from flowing water:
 - 2.1. Culvert installation shall not start during rain or threat of rain.
 - 2.2. Installation of type "F" culverts shall only occur between July 15 to September 30 in the same calendar year, unless otherwise approved by a WDFW Habitat Biologist.
 - 2.3. Assemble the items on the Estimated Materials List onsite before proceeding.
 - 2.4. Set up pumps.
 - 2.5. Dam up stream with sandbags and line floor of dam with plastic (to prevent sub-surface water flow), place rock on plastic to hold in place, and key leading edge of plastic into channel bottom. Build a settling pond at culvert outlet. Fill may need to be removed before the settling pond installation due to space limitations. Pump clean water at catch basin around work site and back into stream. Dirty water shall be pumped away from site and onto a stable location on the forest floor where no potential for sediment delivery can occur.
3. Minimize excavation, including clearing and grubbing of banks and slopes to only the extent necessary to complete a functional installation.
4. Minimize excavation of stream bed to only the extent necessary for the culvert to have a smooth continuous slope and straight alignment. Do not countersink culvert unless otherwise directed by the Contract Administrator or as required by all associated plans, details, or permits.
5. Place excess excavated material in waste areas away from streams, where there is no potential for sediment delivery from runoff.
6. Install culvert in excavated channel and place geotextile fabric between natural ground and fill to provide a separation layer.
7. Cover fabric with fill to establish road subgrade and armor slopes as necessary to prevent erosion at inlet and outlet.
8. Cover exposed soils within 50 feet of all typed water with grass seed and straw.

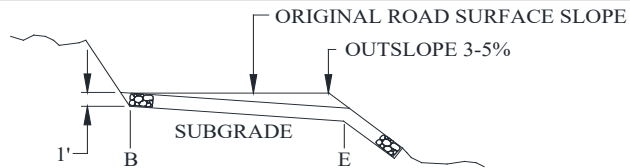
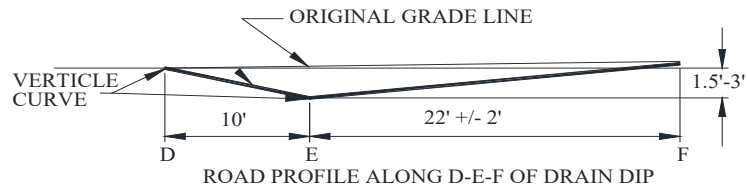
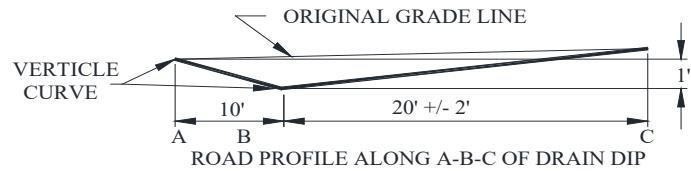
Estimated Materials List:

1. 2 pumps, (dam at culvert catch basin) pumps shall have a minimum capacity to adequately remove all water from stream,
2. For type "F" stream, pump intake shall be screened to prevent fish intake. Screen shall be woven wire with a maximum opening in the shortest direction of .087 inches (2.38 mm, 6-14 mesh);
3. Plastic sheeting as needed;
4. Grass seed;
5. Weed free straw bales;

BRUSHING DETAIL

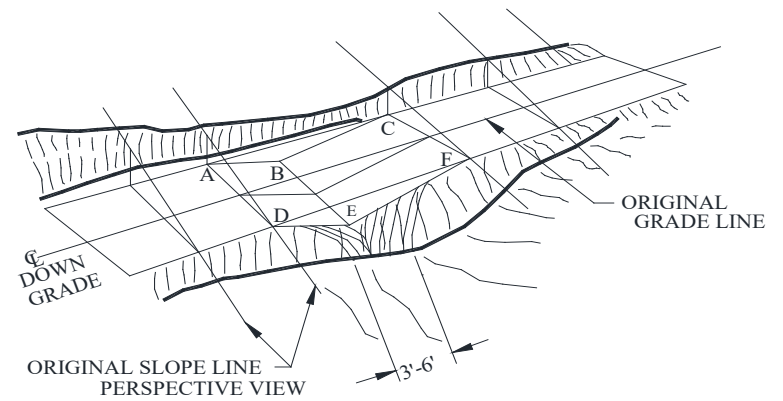


ROLLING DIP DETAIL



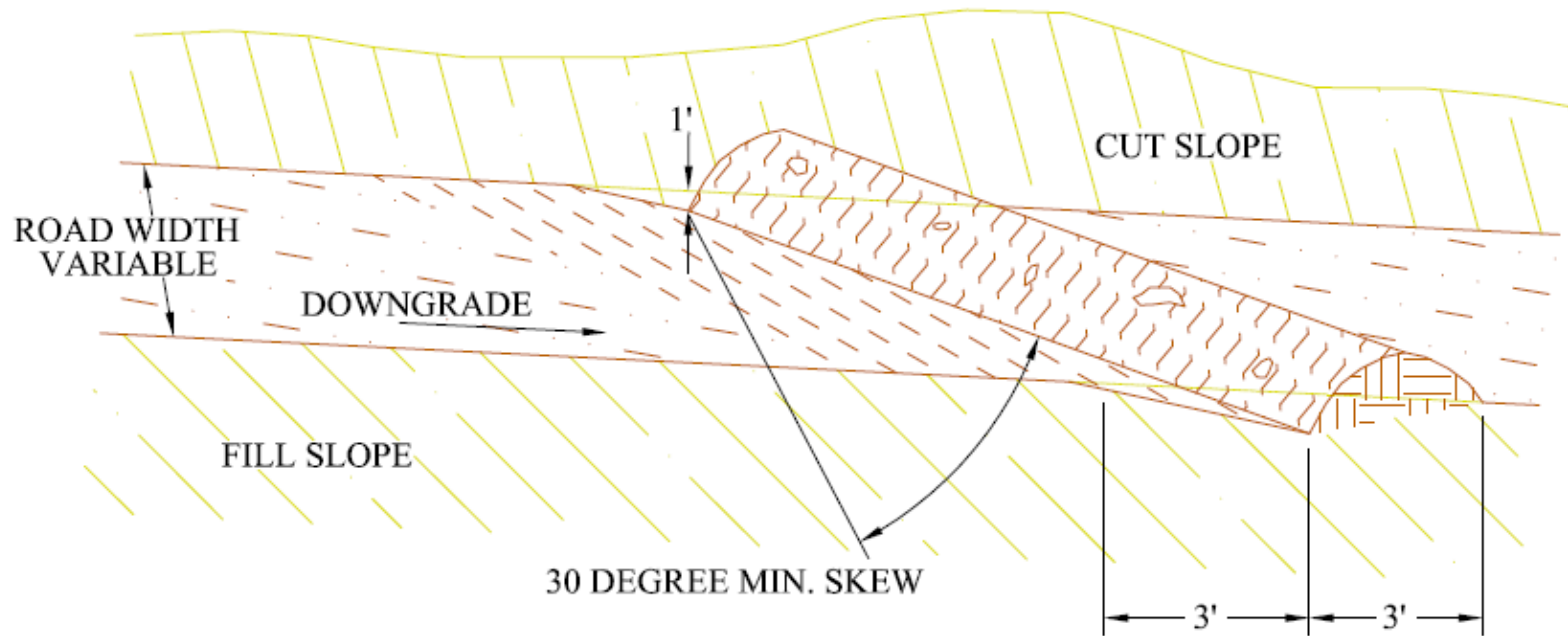
OUTLET OF DIP TO BE CLEAR OF OBSTRUCUTIONS TO ALLOW WATER TO FLOW FREELY. IF SOILS ARE ERODABLE, TOE OF DIP TO BE ARMORED WITH NATIVE ROCK.

NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP. DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DRAIN FREELY INTO DITCHES OR CULVERT INLETS. WHEN OUTLSLOPED, THEY SHALL DRAIN FREELY ONTO NATURAL GROUND. WHERE SOILS ARE ERODABLE, OUTLET SHALL BE ARMORED WITH NATIVE ROCK. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ROAD SURFACE SLOPE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.



DRIVABLE WATER BAR DETAIL

SCALE: NTS



NOTES:

1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

STREAM CROSSING AND CROSS DRAIN REMOVAL DETAIL

ROAD SURFACE

APPROXIMATE FILL DEPTH
AS NOTED IN PLAN
AT CENTERLINE

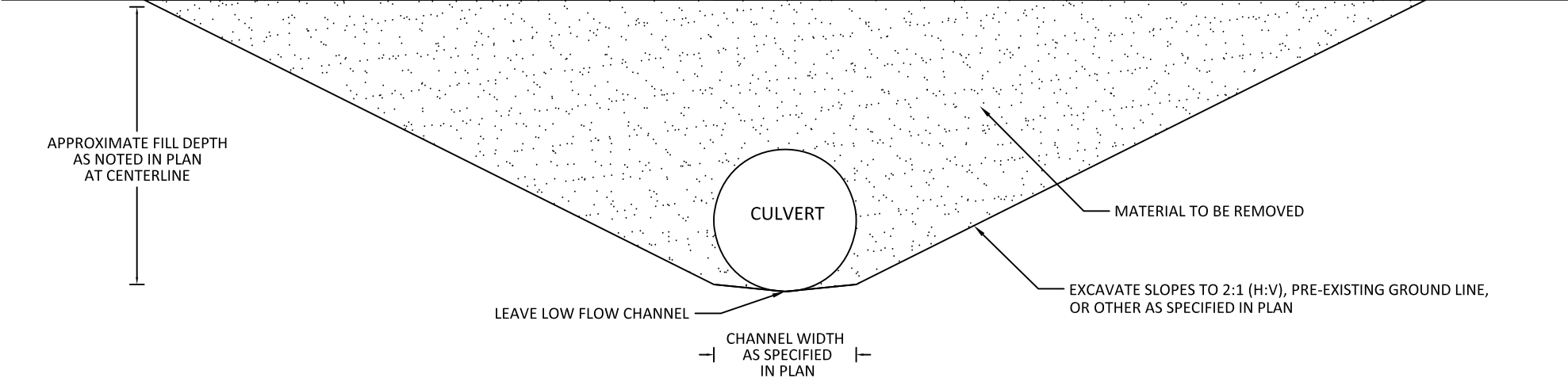
CULVERT

MATERIAL TO BE REMOVED

EXCAVATE SLOPES TO 2:1 (H:V), PRE-EXISTING GROUND LINE,
OR OTHER AS SPECIFIED IN PLAN

LEAVE LOW FLOW CHANNEL

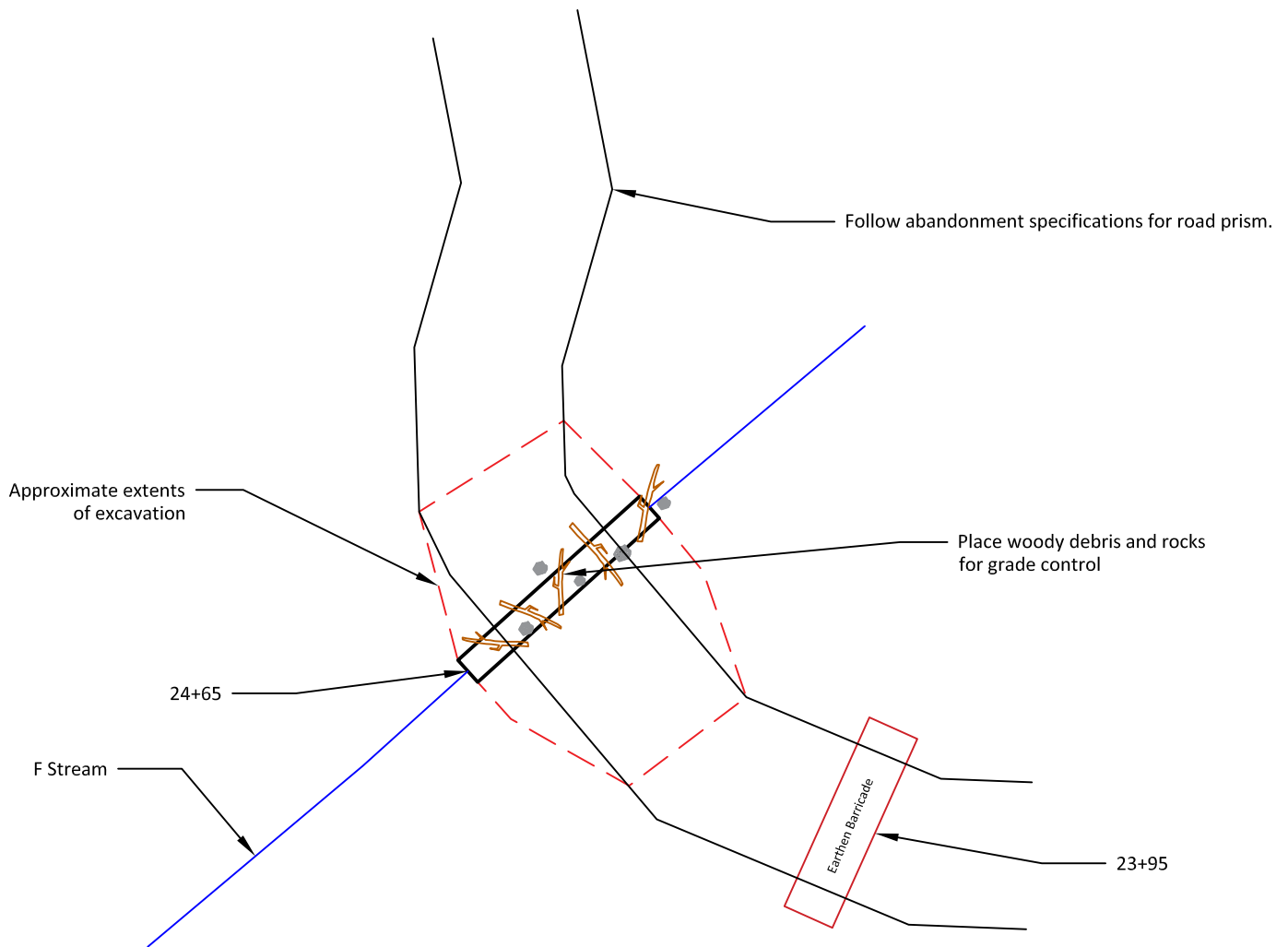
CHANNEL WIDTH
AS SPECIFIED
IN PLAN



A2052C 24+65 Culvert Removal Plan View

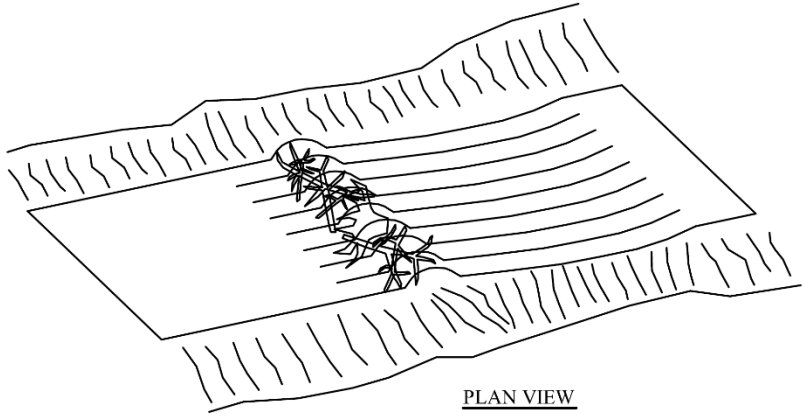
Notes:

1. Excavation extent upstream road edge approximately 40'
2. Excavation extent downstream road edge approximately 40'
3. Average excavation depth approximately 9'
4. Not To Scale

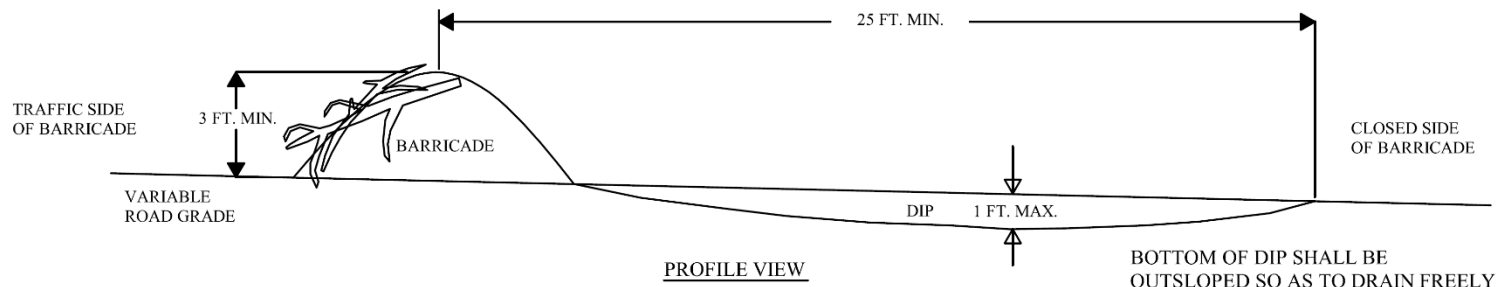


1. Culvert removal shall follow the Live Stream Culvert removal Procedure and shall only be allowed between July 15 and September 30 of any calendar year, unless otherwise approved, in writing, by a WDFW Habitat Biologist.
2. Reconstructed channel shall have a minimum of 5 pieces of woody debris with a small end diameter of 6" and a length of not less than 15', evenly distributed along channel.
 - 2.1. Woody debris shall pieces shall be placed at varying skews to channel direction ranging from 45 degrees to perpendicular. At a minimum 1 end of each piece shall be keyed into stream bank at least 1 foot (as bank material allows) to prevent mobilization.
 - 2.2. A minimum of 50% of excavated channel shall be covered with slash at least 3 inches deep in concentrations directly upstream of each piece of woody debris.
3. Larger rocks found during fill excavation shall be placed in channel as available.
4. Excavation backslopes shall be returned to pre-existing conditions.
5. Re-establish stream channel to resemble the existing stream profile.
6. Cover, concurrently with abandonment, all exposed soils created from excavation work within 50 feet of any live stream, with grass seed, then straw, then slash and woody debris.

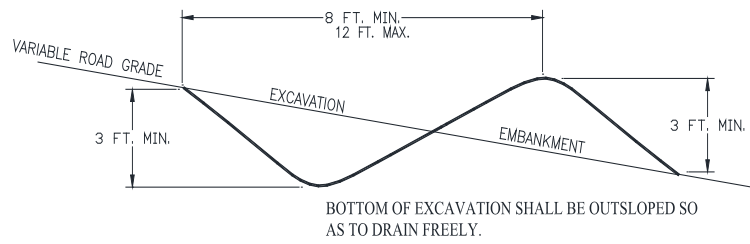
EARTHEN BARRICADE DETAIL



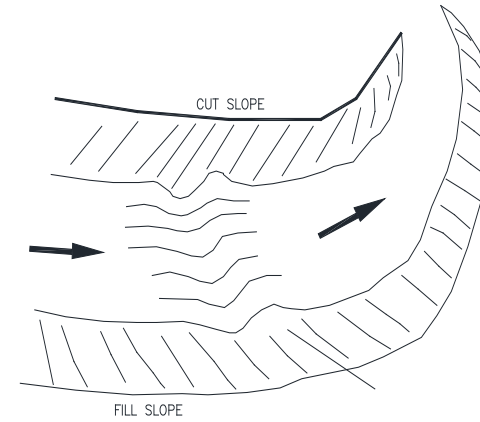
SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.



NON-DRIVABLE WATER BAR DETAIL



PROFILE VIEW



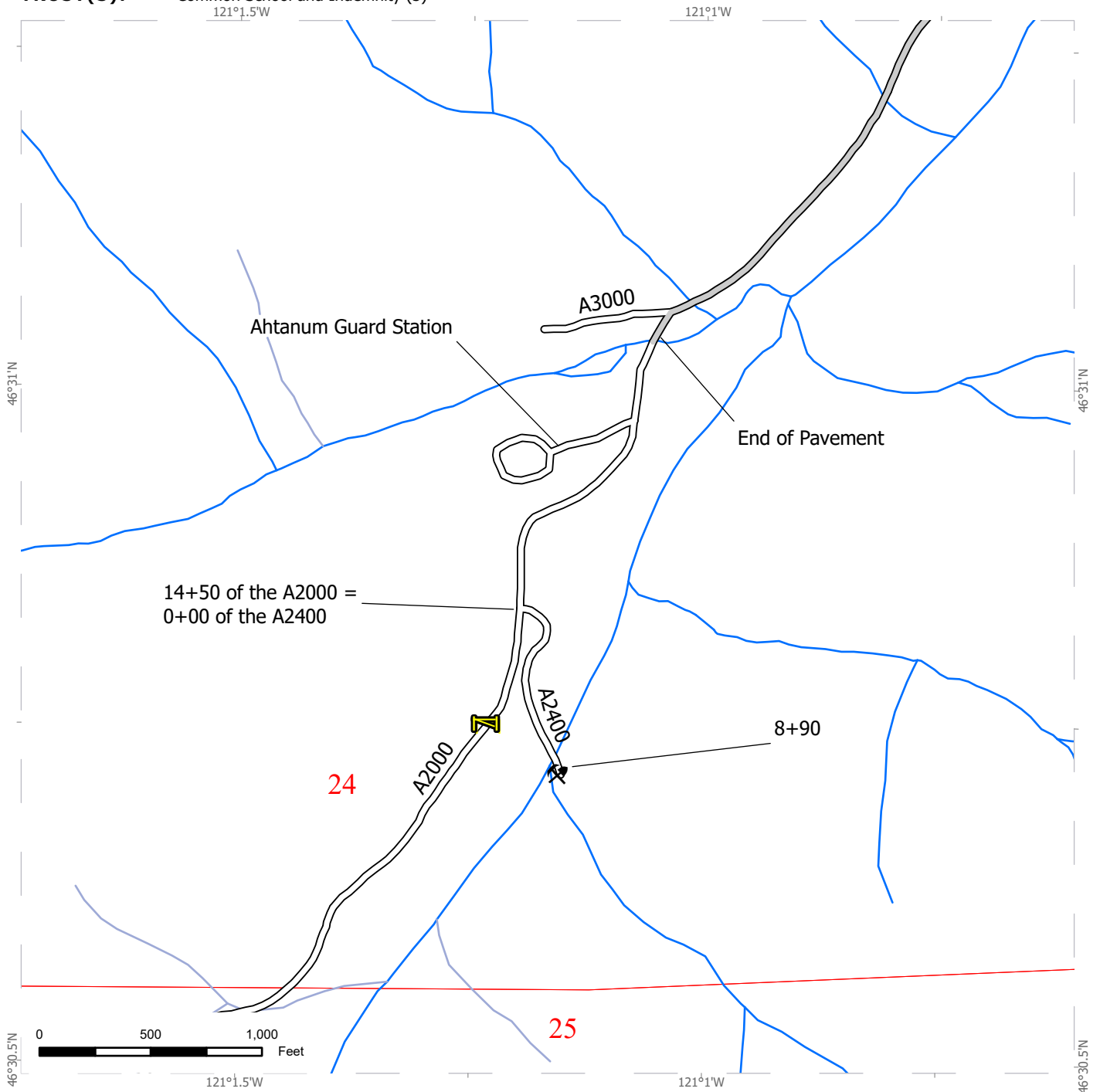
METHOD OF INSTALLATION





NOTE: EMBANKMENT SIDE OF UNDRIVABLE WATER BAR SHALL BE PLACED IN ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.


ROAD PLAN MAP 1 OF 6

SALE NAME: Q FRESH START
AGREEMENT#: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



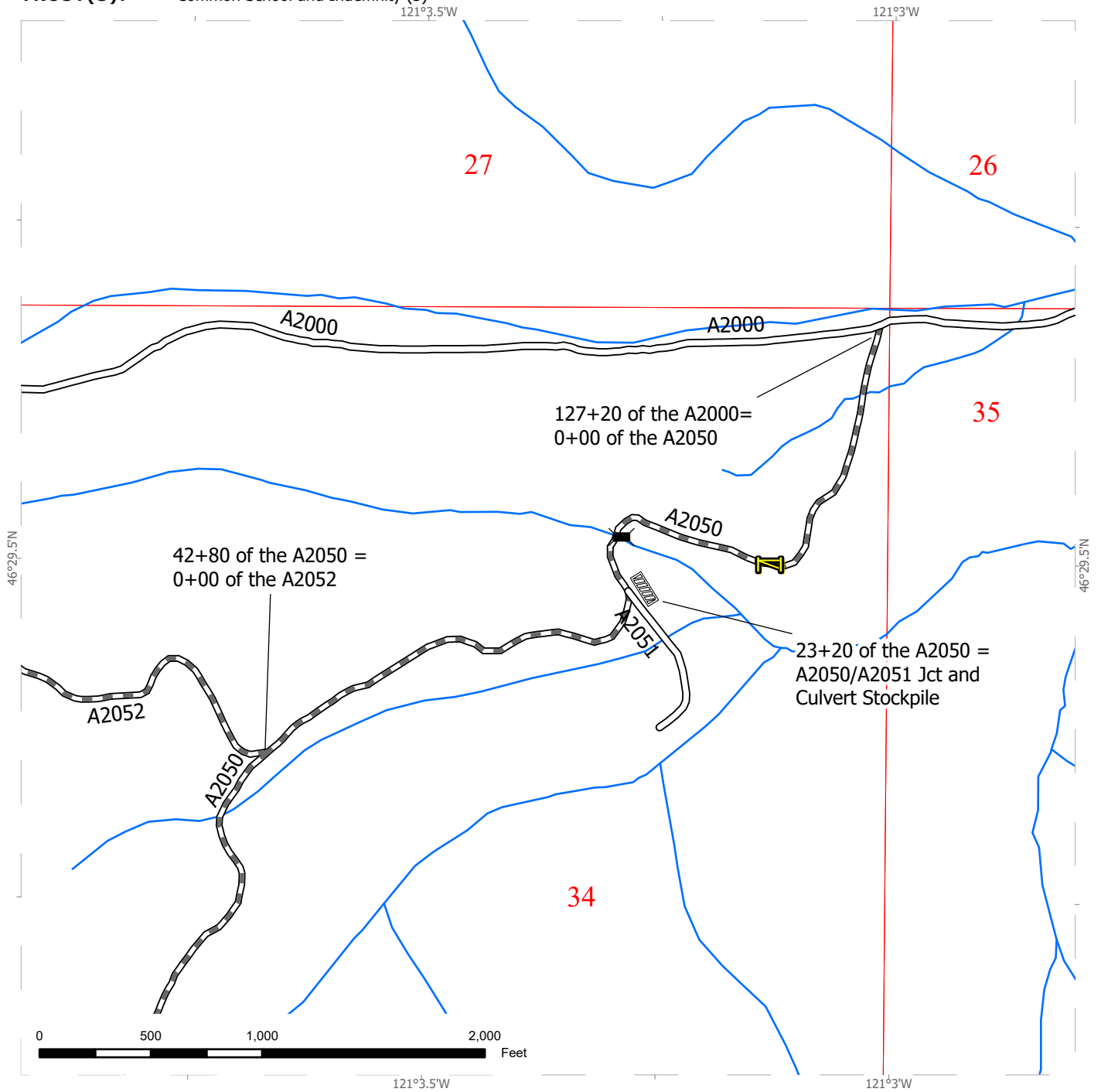
	Rock Source		County Road
	Gate		Existing Roads








ROAD PLAN MAP 2 OF 6

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



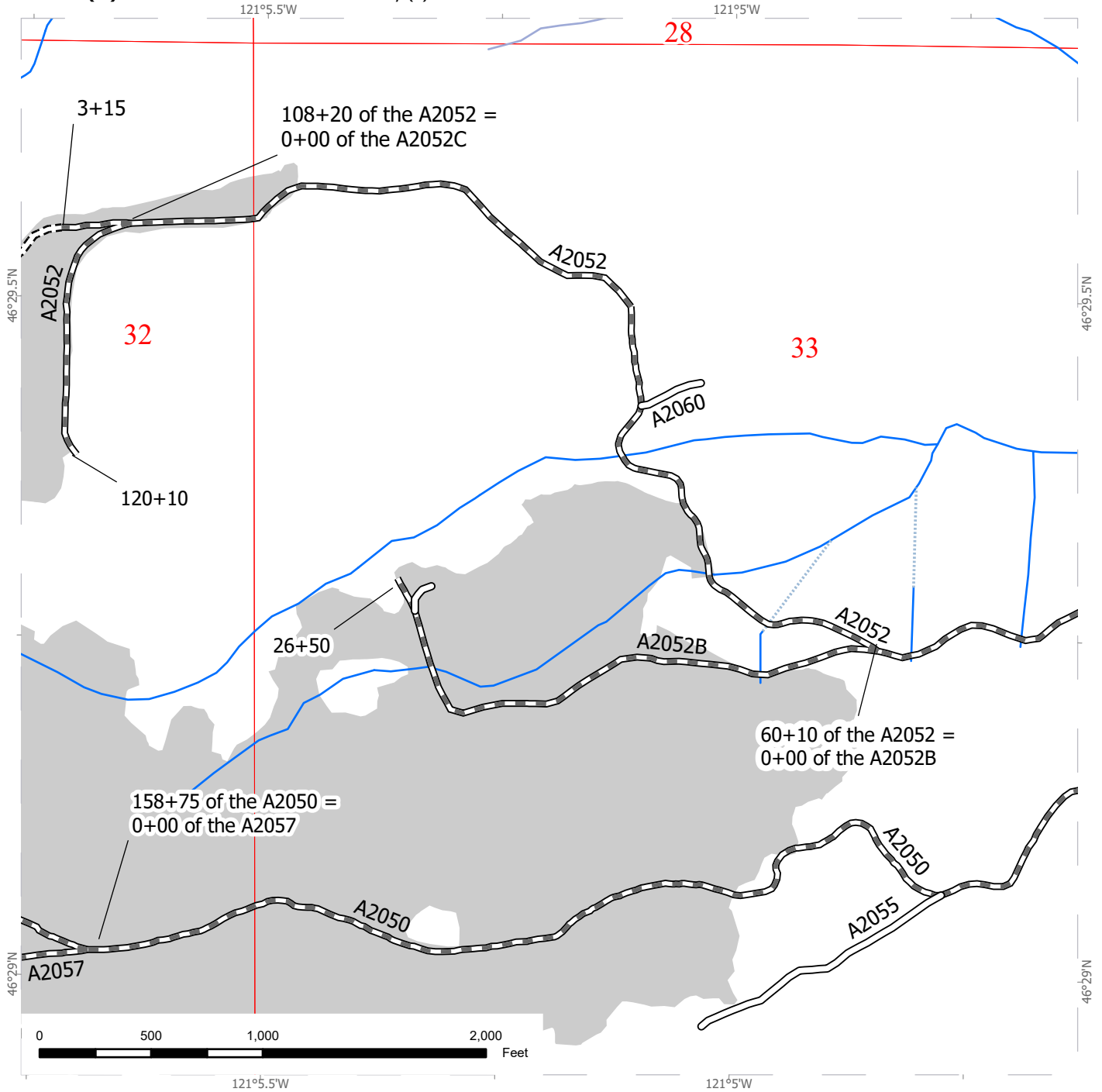
 Stockpiled Culvert	 Existing Roads
 Existing Bridge	 Required Pre-Haul Maintenance
 Gate	







ROAD PLAN MAP 3 OF 6

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



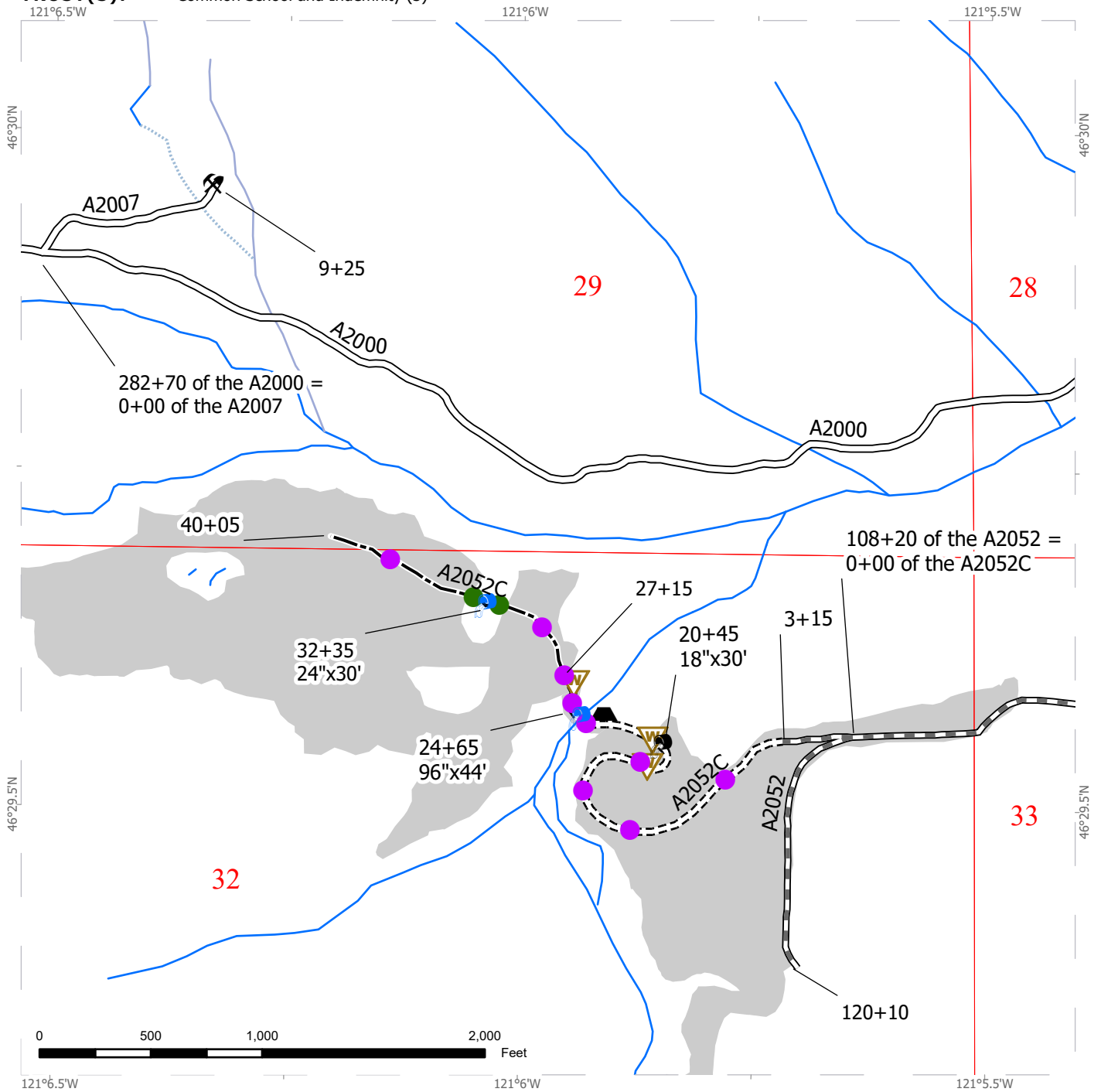
 Unit	 Existing Roads
	 Required Pre-Haul Maintenance
	 Required Construction



ROAD PLAN MAP 4 OF 6

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



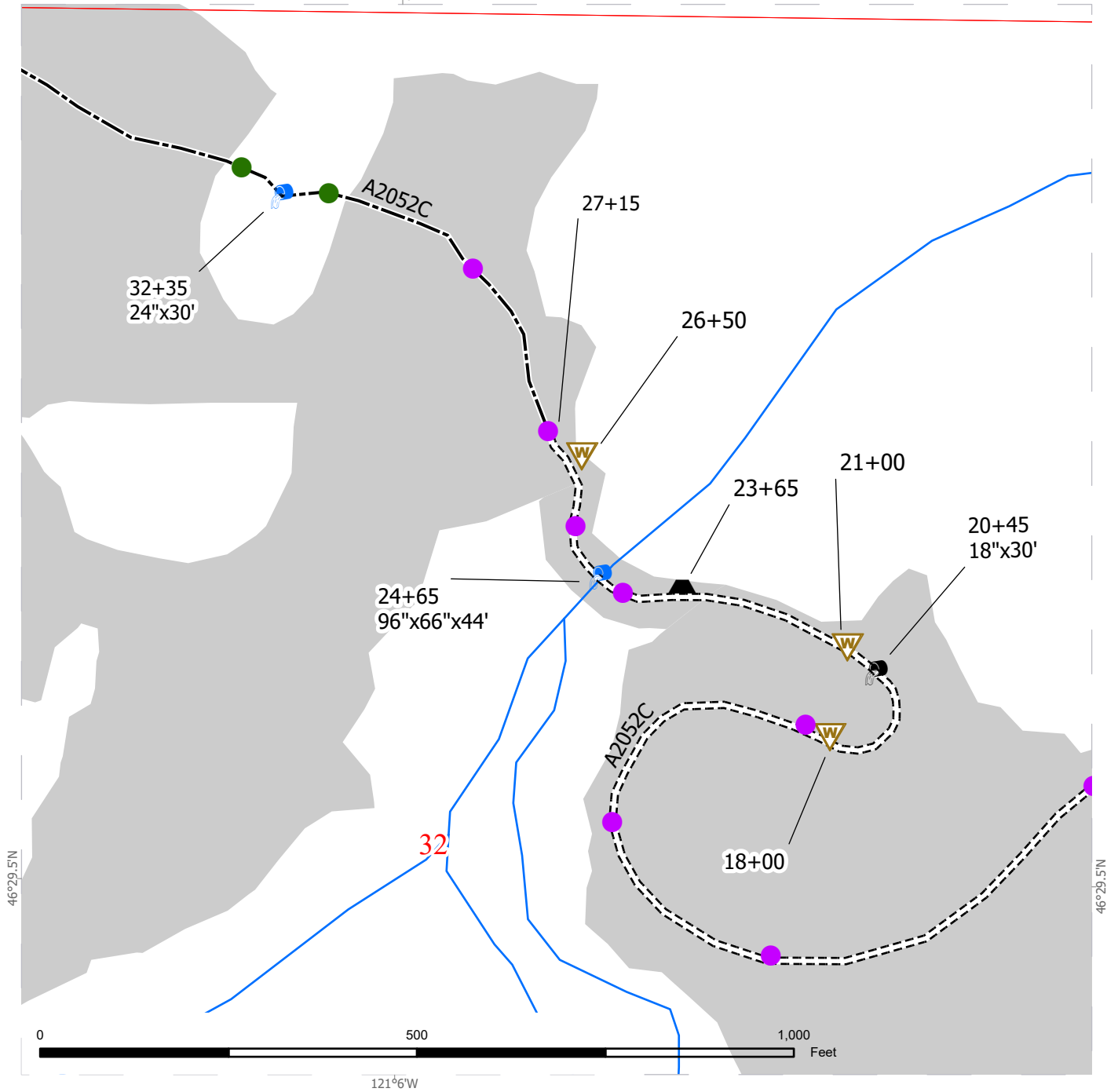
Live Water Culvert	Waste	Existing Roads
Crossdrain	Unit	Required Pre-Haul Maintenance
Drivable Waterbar		Required Construction
Rolling Dip		Optional Construction
Rock Source		
Turnout		



ROAD PLAN MAP 5 OF 6

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



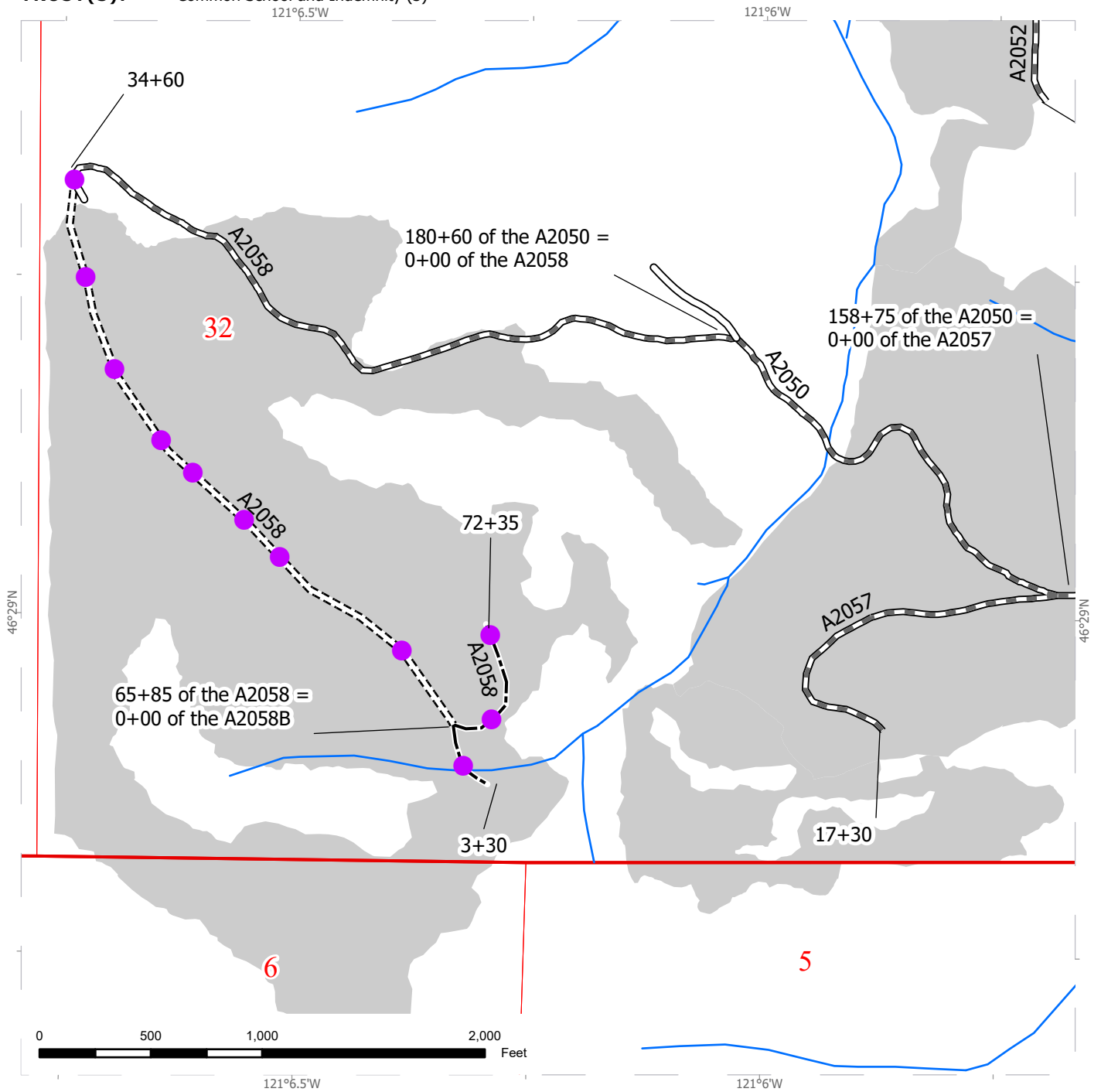
	Live Water Culvert		Unit		Required Construction
	Crossdrain				Optional Construction
	Drivable Waterbar				
	Rolling Dip				
	Turnout				
	Waste				



ROAD PLAN MAP 6 OF 6

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



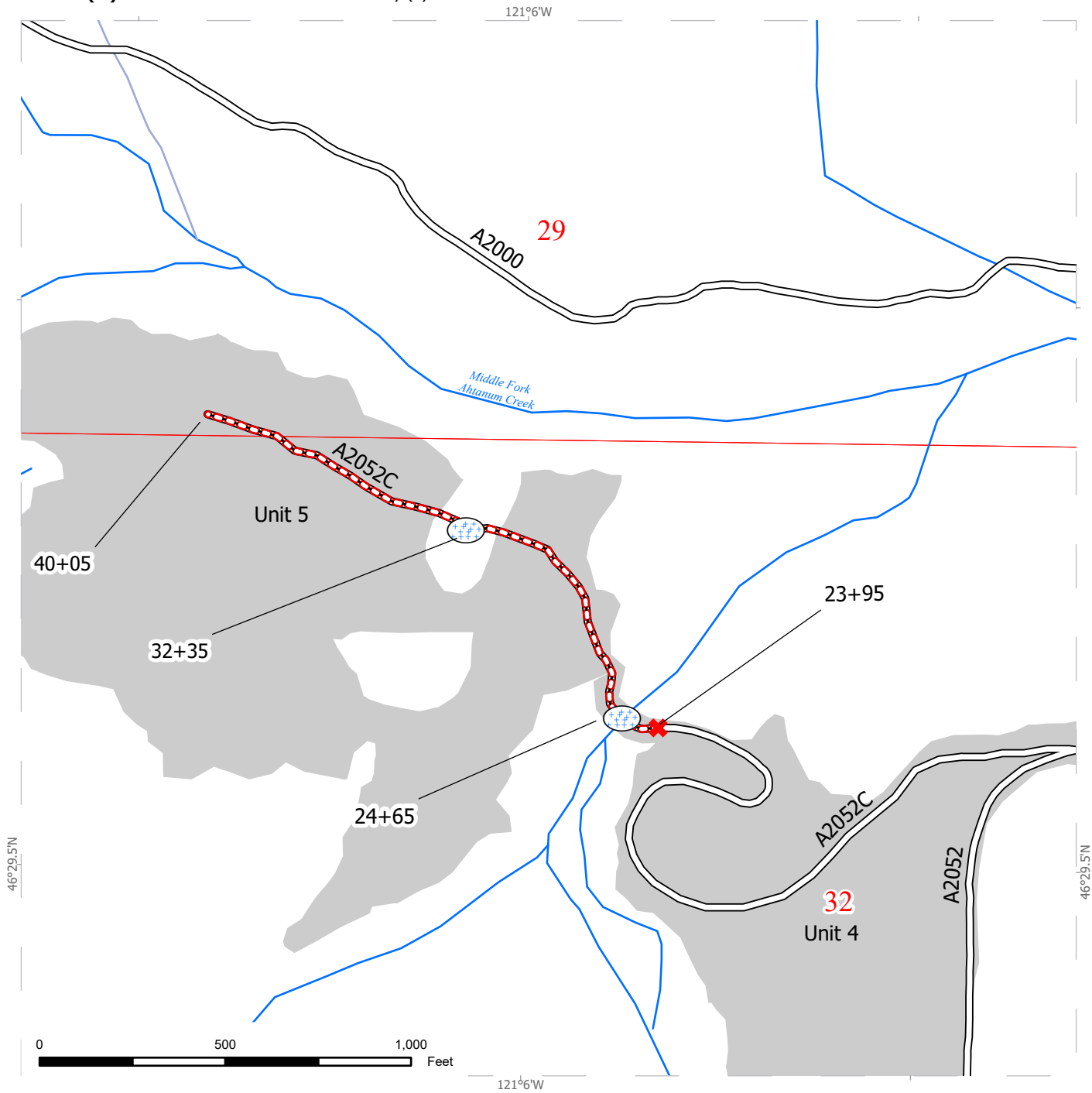
● Rolling Dip	 Unit	Existing Roads
		Required Pre-Haul Maintenance
		Required Construction
		Optional Construction








ROAD PLAN POST HAUL MAP

SALE NAME: Q FRESH START
AGREEMENT#: 30-106696
TOWNSHIP(S): T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4480-5880



	Culvert Removal		Units		Required Abandonment
	Earthen Barricade		Existing Roads		



SUMMARY - Road Development Costs

SALE/PROJECT NAME: Q FRESH START

Region: Southeast

District: Alpine

AGREEMENT #: 30-106696

ROAD STANDARD:	Construction	Maintenance
NUMBER OF STATIONS:	77.95	382.25
CLEARING & GRUBBING:	\$7,405	-
EXCAVATION AND FILL:	\$27,502	-
MISC. MAINTENANCE:	-	\$5,058
ROAD ROCK:	\$3,129	\$0
STOCKPILE:	-	-
CULVERTS AND FLUMES:	\$5,730	\$0
STRUCTURES:	\$3,043	-
MOBILIZATION:	\$4,160	\$1,040
TOTAL COSTS:	\$50,968	\$6,098
COST PER STATION:	\$654	\$16
		POST HAUL MAINTENANCE COSTS: \$6,971
		ROAD DEACTIVATION & ABANDONMENT COSTS: \$5,634
		POST HAUL MOBILIZATION: \$3,040
		SUBTOTAL \$72,711
		OVERHEAD AND GENERAL EXPENSES: \$7,271
		TOTAL (All Roads) = \$79,982
		SALE VOLUME MBF = 2,572
		TOTAL \$/MBF = \$31.10

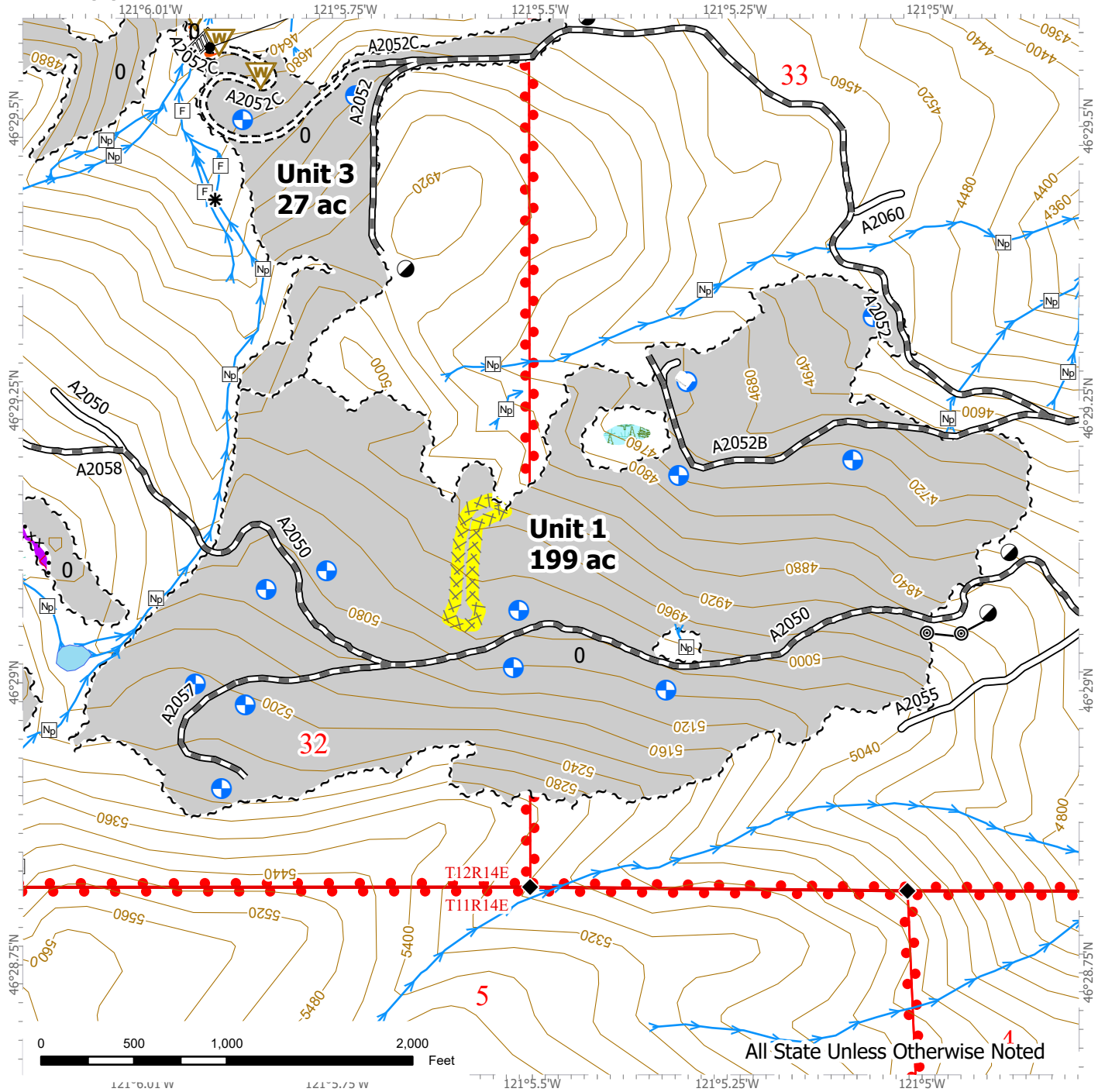
SALE/PROJECT NAME: Q FRESH START
 CONTRACT NUMBER: 30-106696
 LEGAL DESCRIPTION: Sec.29, 32, 33 - T12N R14E, Sec.6 - T11N R14E
 DATE: 5/15/2024

ROAD	A2000	A2050	A2052	A2052B	A2052C	A2057	A2058	A2058B	TOTAL	TYPE
TOTAL LENGTH	282.50	180.60	120.10	26.50	40.05	17.30	72.35	3.30	460.20	STA
PRE-HAUL SUMMARY										
DESIGNATED MAIN. STA.	282.30	23.20							305.50	STA
PURCHASER MAINT. STA.		157.40	120.10	26.50	40.05	17.30	72.35	3.30	437.00	STA
PRE-HAUL MAINTENANCE STA.		180.60	120.10	26.50	3.15	17.30	34.60		382.25	STA
REQUIRED CONSTRUCTION STA.					24.00		31.25		55.25	STA
OPTIONAL CONSTRUCTION STA.					12.90		6.50	3.30	22.70	STA
RD INSTALLATIONS					9		10	1	20	EA
DWB INSTALLATIONS					2				2	EA
BRUSHING					3.15				3.15	STA
GRADING STA.		180.60	120.10	26.50	3.15	17.30	34.60		382.25	STA
CULVERT INSTALL CROSSDRAIN LF					30				30	FT
CULVERT INSTALL LIVE WATER LF					74				74	FT
LIGHT LOOSE RIP RAP					20.00				20.00	CY
QUARRY SPALLS YDS					0.50				0.50	CY
SELECT PIT RUN APPLICATION YDS					90.00				90.00	CY
POST HAUL SUMMARY										
FINAL MAINT STA..		180.60	120.10	26.50	23.95	17.30	72.35	3.30	444.10	STA
ABANDONMENT					16.10				16.10	STA
NONDRIVABLE WATERBAR					7				7	EA
EARTHEN BARRICADE					1				1	EA
CULVERT/FILL REMOVALS					2				2	EA
SCATTER SLASH (Y/N)					Y					
GRASS SEED AND STRAW (Y/N)					Y					

LOGGING PLAN MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4520-5960



All State Unless Otherwise Noted

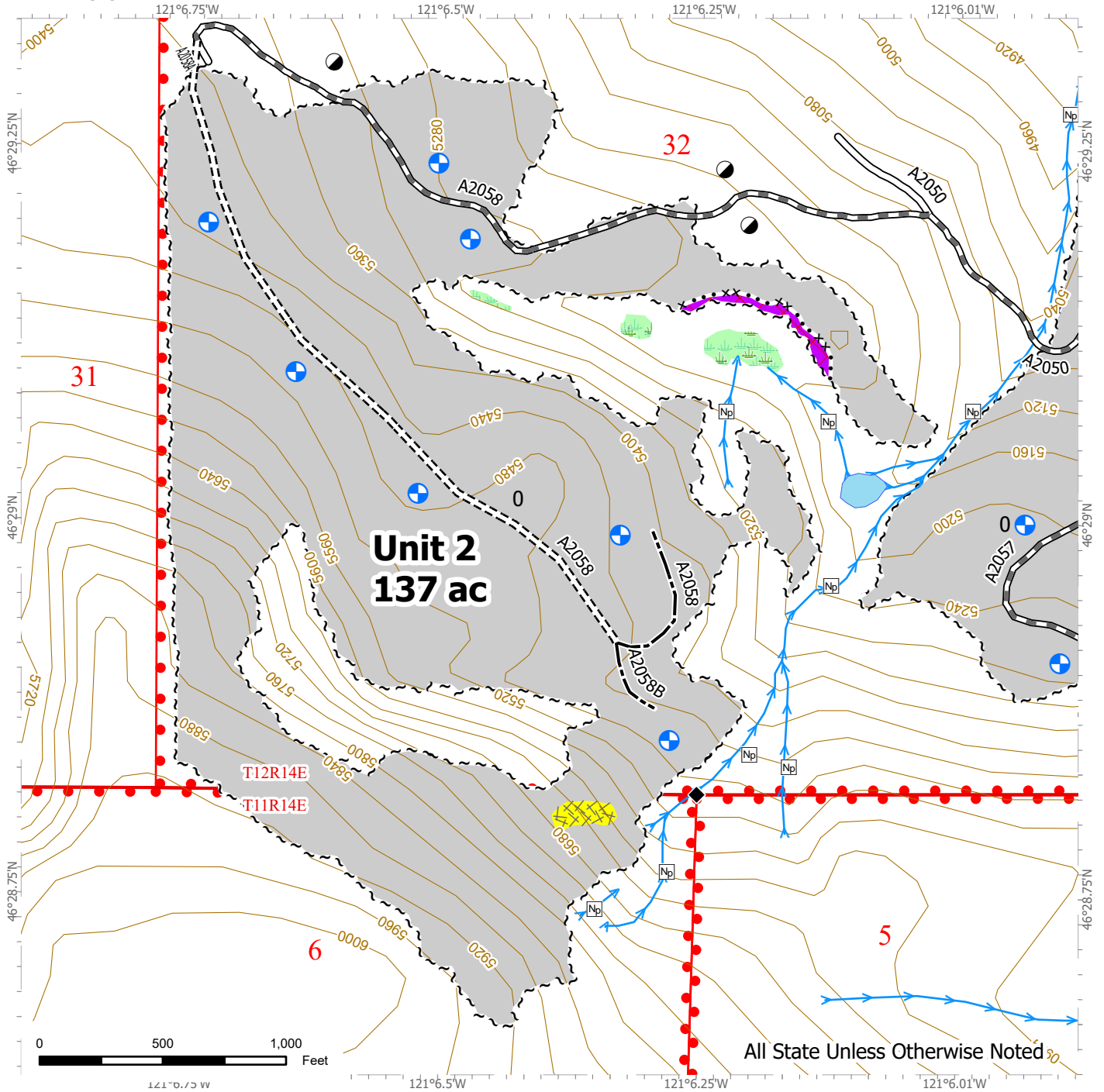
Ground Based Harvest Unit	Open Water	Existing Roads	Stream Break
Right-of-Way Harvest	Sale Boundary Tags	Required Pre-Haul Maintenance	Survey Monument
Forested Wetland	Special Mgmt Unit Tags	Required Construction	Culvert
Wetlands - Non-forested	Right of Way Tags	Optional Construction	Designated Landing
Special Mgt Area	Designated External Skid Trail	Required Abandonment	Landing - Proposed
Equipment Limitation Zone		Stream	Waste Area
DNR Managed Lands		Stream Type	



LOGGING PLAN MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4520-5960



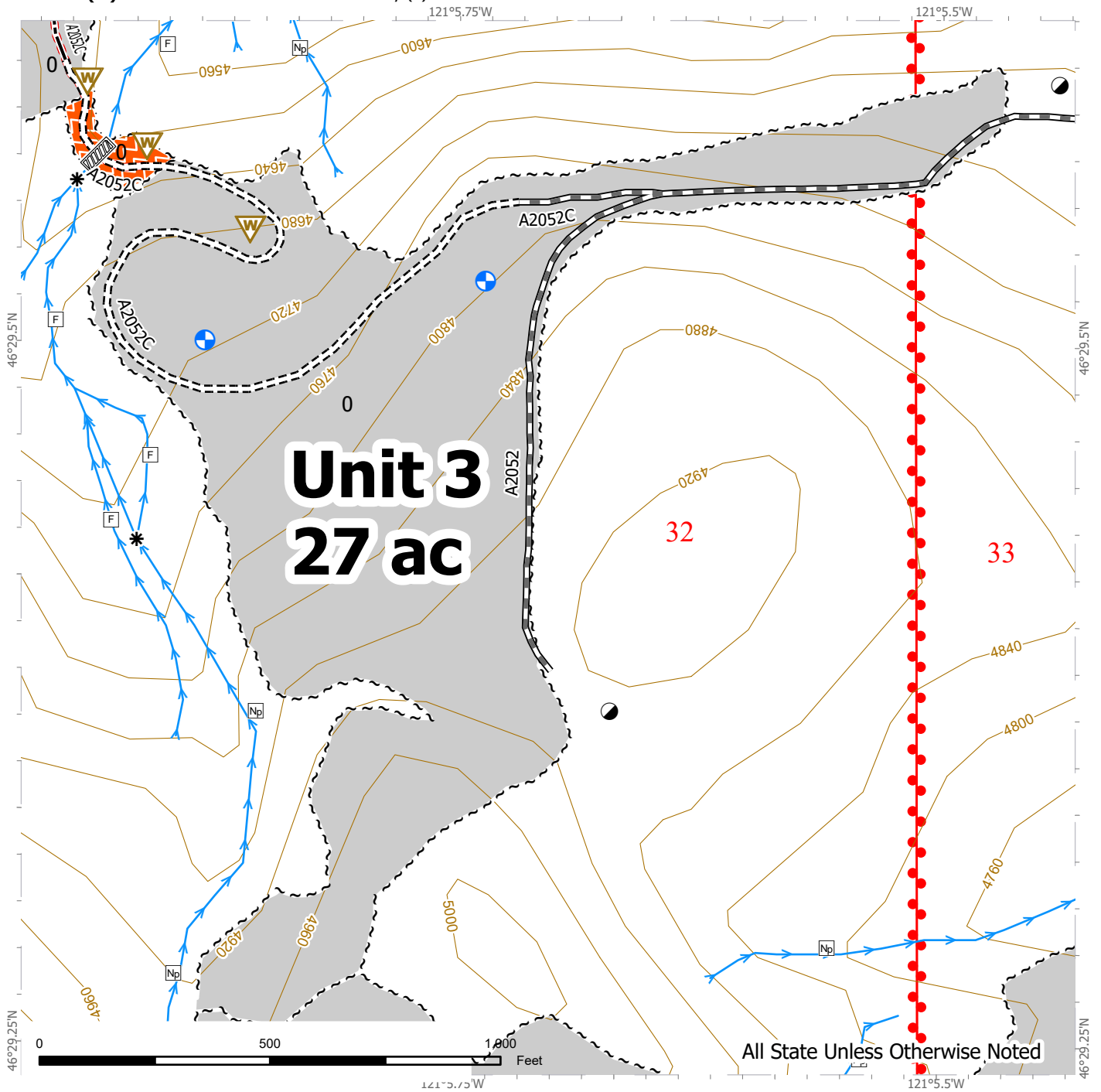
Ground Based Harvest Unit	Sale Boundary Tags	Stream Type
Wetlands - Non-forested	Special Mgmt Unit Tags	Stream Break
Special Mgt Area	Existing Roads	Survey Monument
Equipment Limitation Zone	Required Pre-Haul Maintenance	Designated Landing
Other Feature 2	Required Construction	Landing - Proposed
DNR Managed Lands	Optional Construction	
Open Water	Stream	



LOGGING PLAN MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4520-5960



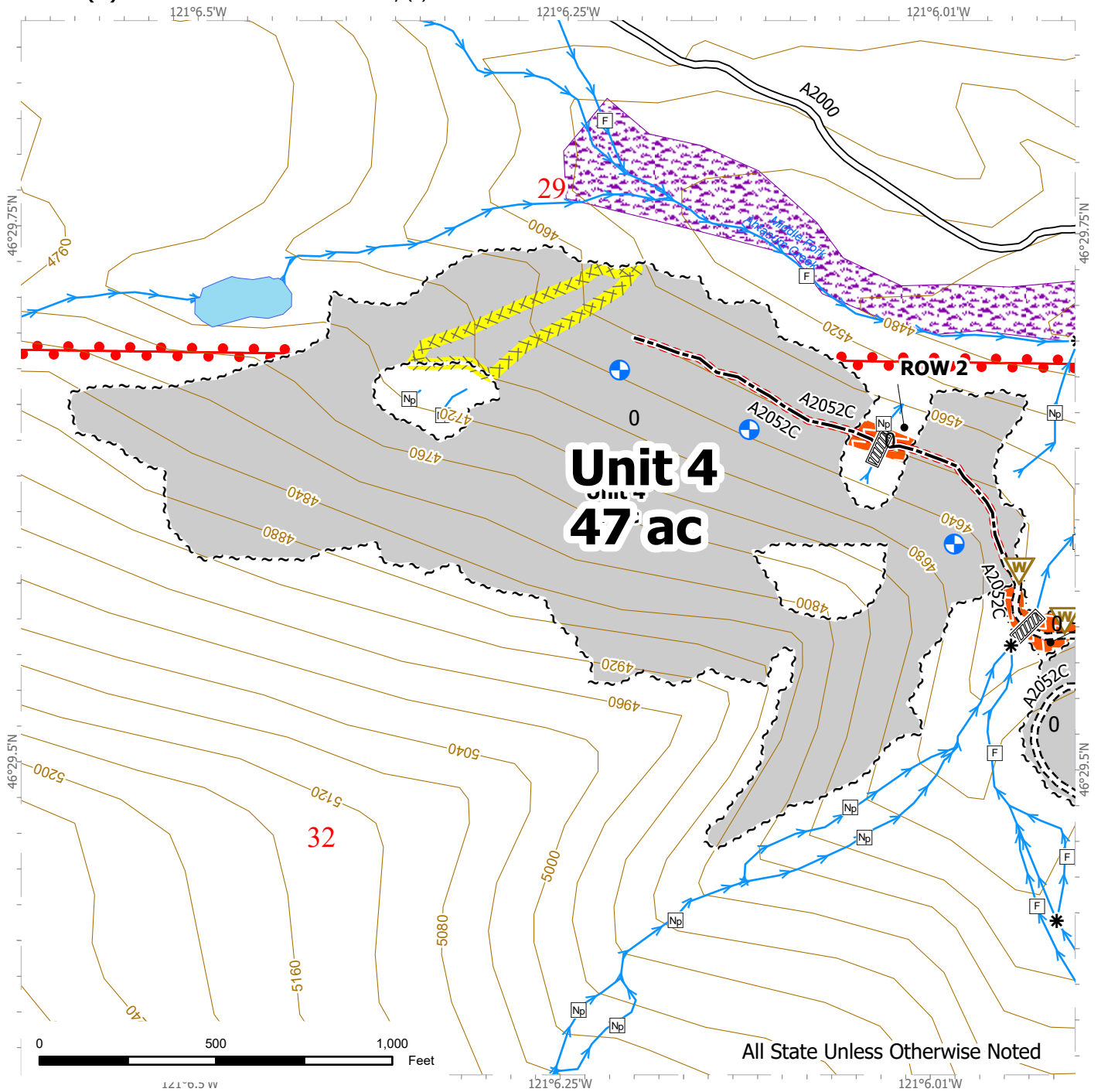
Ground Based Harvest Unit	Required Pre-Haul Maintenance	Stream Break
Right-of-Way Harvest	Required Construction	Culvert
DNR Managed Lands	Optional Construction	Designated Landing
Sale Boundary Tags	Required Abandonment	Landing - Proposed
Right of Way Tags	Stream	Waste Area
	Stream Type	



LOGGING PLAN MAP

SALE NAME: Q FRESH START
AGREEMENT #: 30-106696
TOWNSHIP(S): T11R14E, T12R14E
TRUST(S): Common School and Indemnity (3)

REGION: Southeast Region
COUNTY(S): Yakima
ELEVATION RGE: 4520-5960



All State Unless Otherwise Noted

Ground Based Harvest Unit	Sale Boundary Tags	Stream
Right-of-Way Harvest	Right of Way Tags	Stream Type
Channel Migration Zone	Existing Roads	Stream Break
Equipment Limitation Zone	Required Construction	Culvert
DNR Managed Lands	Optional Construction	Landing - Proposed
Open Water	Required Abandonment	Waste Area