

Washington DNR Timber Sales Program

**Updated information is being provided for **Cougar VRH VDT 30-106246** timber sale documents as follows:**

**Documents amended:**

<b>Brief Description</b>	<b>DATE</b>
<b>Notice of Sale –</b> The following language was added to the Special Remarks: Blowdown was observed in Unit 2 VRH and Unit 2 WMZ, primarily adjacent to the LR-ML, after the November 2024 storm event. DNR estimates approximately 50-70 trees are uprooted and jackknifed.	12-12-2024



**TIMBER NOTICE OF SALE**

**SALE NAME:** COUGAR VRH VDT

**AGREEMENT NO:** 30-106246

**AUCTION:** December 18, 2024 starting at 10:00 a.m., **COUNTY:** Snohomish  
Northwest Region Office, Sedro Woolley, WA

**SALE LOCATION:** Sale located approximately 8 miles southeast of Granite Falls, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, adjacent young stands, and the LR-ML Road except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, adjacent young stands, and the LR-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Units #2 and #5.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by white timber sale boundary tags, adjacent young stands, road grade, LR-ML Road and property lines, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #4.

All timber as described for removal in Schedule B located in the Variable Density Thinning areas -RMZ /WMZ thinning areas- (beyond the blue special management tags up to the white timber sale boundary tags) within Units #2, #4 and #5.

All timber bounded by adjacent young stands and blue special management tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #6.

All timber bounded by white timber sale boundary tags and Lake Roesiger Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #7.

All timber bounded by orange right-of-way tags and adjacent rock pit (Purdy Pit).

All forest products above located on part(s) of Sections 14, 15, 22, 23 and 24 all in Township 29 North, Range 7 East, W.M., containing 149 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)



TIMBER NOTICE OF SALE

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	17.4	10	3,891			9	35		1,635	1,952	243	17
Hemlock	19.7		545						340	174	21	10
Redcedar	20.9		27							25	2	
Cottonwood	18		7						7			
Maple	16.6		5							2	1	2
Red alder	15		5								5	
Sale Total			4,480									

**MINIMUM BID:** \$1,212,000.00      **BID METHOD:** Sealed Bids

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

**EXPIRATION DATE:** March 31, 2027      **ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$121,200.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Cable; shovel or tracked skidder (with season restrictions, see below for restrictions) or “6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires” (See below for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 55% or less (See below for restrictions); tethered equipment may be utilized (See below for restrictions); also, a feller-buncher/harvester may be utilized on sustained slopes 35% or less for falling.

Falling and yarding in RMZ and WMZ thinning areas shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered and/or self-leveling equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize “6 wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” equipment prior to use. A timing restriction will be enforced to only operate this piece of equipment between April 1 and October 31 with written approval from the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, this equipment will no longer be authorized.

Falling and yarding by ground-based equipment within the Woods Creek WAU will not be allowed on the hillside of Unit 4 and the WMZ thinning area south of the pink flag line. (See logging plan map). This includes the use of tethered equipment. This section of



## TIMBER NOTICE OF SALE

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Unit 4 must be hand felled and cable harvested due to the Woods Creek WAU prescription. These restrictions do not apply to the north of the pink flag line and road construction through and adjacent to Unit 4 and WMZ thinning area. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

### **ROADS:**

13.50 stations of required construction. 19.38 stations of required reconstruction. 5.64 stations of optional construction. 9.44 stations of optional reconstruction. 179.06 stations of required prehaul maintenance. 2.86 stations of abandonment. 5.17 stations of abandonment, if built.

Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Purdy Pit at station 8+82 of the PD-02 Road.

Development of an existing rock source will involve clearing, stripping, drilling, shooting, and processing rock to generate riprap and 3-inch-minus ballast rock.

An estimated total quantity of rock needed for this proposal: 95 cubic yards of riprap and 3,155 cubic yards of 3-inch minus ballast rock. Also, generation of 5,000 cubic yards of 3-inch minus to be stockpiled.

Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.

### **ACREAGE DETERMINATION**

**CRUISE METHOD:** Acres determined by GPS traverse. Cruise was conducted via variable plot sample type, as well as 1/20-acre fixed plot for right-of-way (rock pit expansion). See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

**FEES:** \$76,160.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:**

1. Trees marked with pink paint represent the last take tree along property line boundaries.
2. Outer boundary of harvest area in WMZ and RMZ thinning areas is demarcated with blue special management tags within the sale area.
3. HQ DF noted within the sale area. See cruise for further details.
4. Cedar salvage is NOT included in the products sold. This shall not be waived.
5. No timber harvest operations will be allowed before 7:00 AM Monday-Friday, weekends, and federal holidays for timber harvest Units 5, 6, and 7.
6. A portion of the proposal area was previously thinned in the early 2000's.
7. Snohomish County Right-of-Way Access Permit #24107917D1 has been acquired by the DNR for accesses off of South Lake Roesiger Road, for the CLR-28 Road. This permit is valid until October 1, 2025. The DNR will renew for one additional year, until October 2026, as allowed by the County. If the roadwork is not completed under the current permit, the Purchaser is responsible for acquiring a new permit.



TIMBER NOTICE OF SALE

8. Blowdown was observed in Unit 2 VRH and Unit 2 WMZ, primarily adjacent to the LR-ML, after the November 2024 storm event. DNR estimates approximately 50-70 trees are uprooted and jackknifed.

**Schedule B**  
**Thinning Prescription**

THINNING PRESCRIPTION: WMZ AND RMZ

Note: trees with blue management tags may be harvested if they meet the prescription EXCEPT those that mark the boundary of Unit 6 (trees with a blue tag facing into Unit 6 with also a white timber sale boundary tag on the opposite side of the tree facing toward the WMZ).

Thin based on the criteria below:

- Leaving a minimum of 90 trees per acre throughout the unit.
- Targeting an approximate 22 x 22 foot spacing.
- Only live trees 8 inches or greater in DBH shall be used to calculate trees per acre.

To accomplish this prescription, Purchaser shall remove trees in the following priority order:

- 1) Western Hemlock (all diameters)
- 2) Defective, or diseased, Douglas-fir
- 3) Smallest diameter Douglas-fir

All other tree species may only be cut to facilitate yarding. If felled, they shall be treated like all other harvested trees and be deducted from final standing trees per acre and residual basal area goals.

**RIPARIAN FOREST RESTORATION STRATEGY TREES**

There are 2.3 acres of RMZ thinning in Unit RMZ.

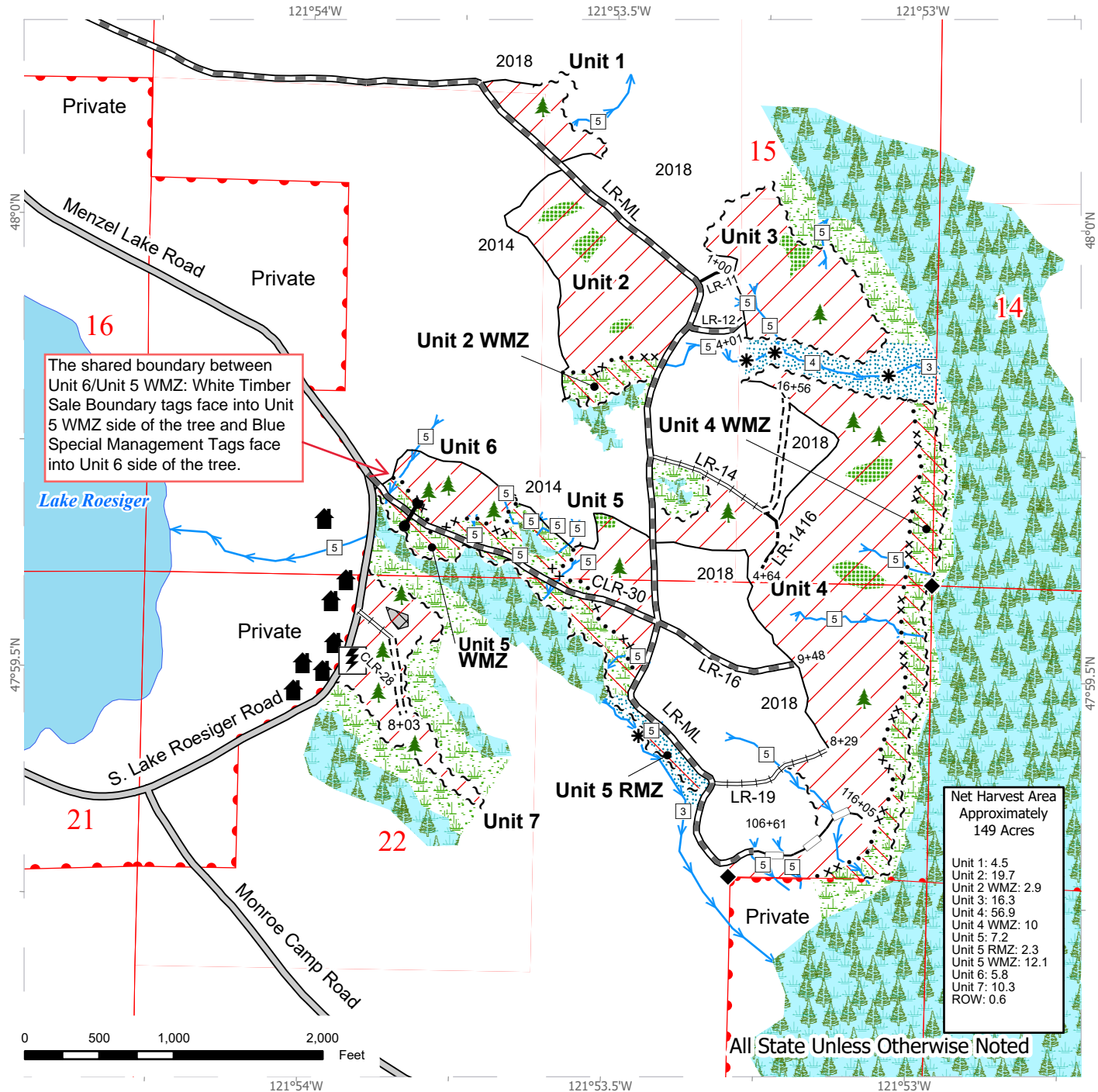
- Three conifer trees per acre of RMZ, from the largest thinned DBH class, shall be felled towards the stream where feasible to remain as down woody debris.
  - Two conifer trees per acre of RMZ, from the largest thinned DBH class, shall be double girdled, or topped, for snag recruitment.
  - The Purchaser shall mark and fell/girdle upon review and approval of the Contract Administrator. These trees shall be marked within 25 feet of the white “timber sale boundary” tags along type 3 streams.
  - These enhancement trees are in addition to the residual stocking targets mentioned above and should be distributed evenly throughout the RMZs.

RMZ Identifier-----	Net RMZ acres-----	No. of Felled Trees-----	No. of Snag Creation Trees
RMZ-----	2.3-----	7-----	5-----

# TIMBER SALE MAP

**SALE NAME:** COUGAR VRH VDT  
**AGREEMENT #:** 30-106246  
**TOWNSHIP(S):** T29R7E  
**TRUST(S):** Common School and Indemnity (3), Community College Forest Reserve (12), State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 529-908

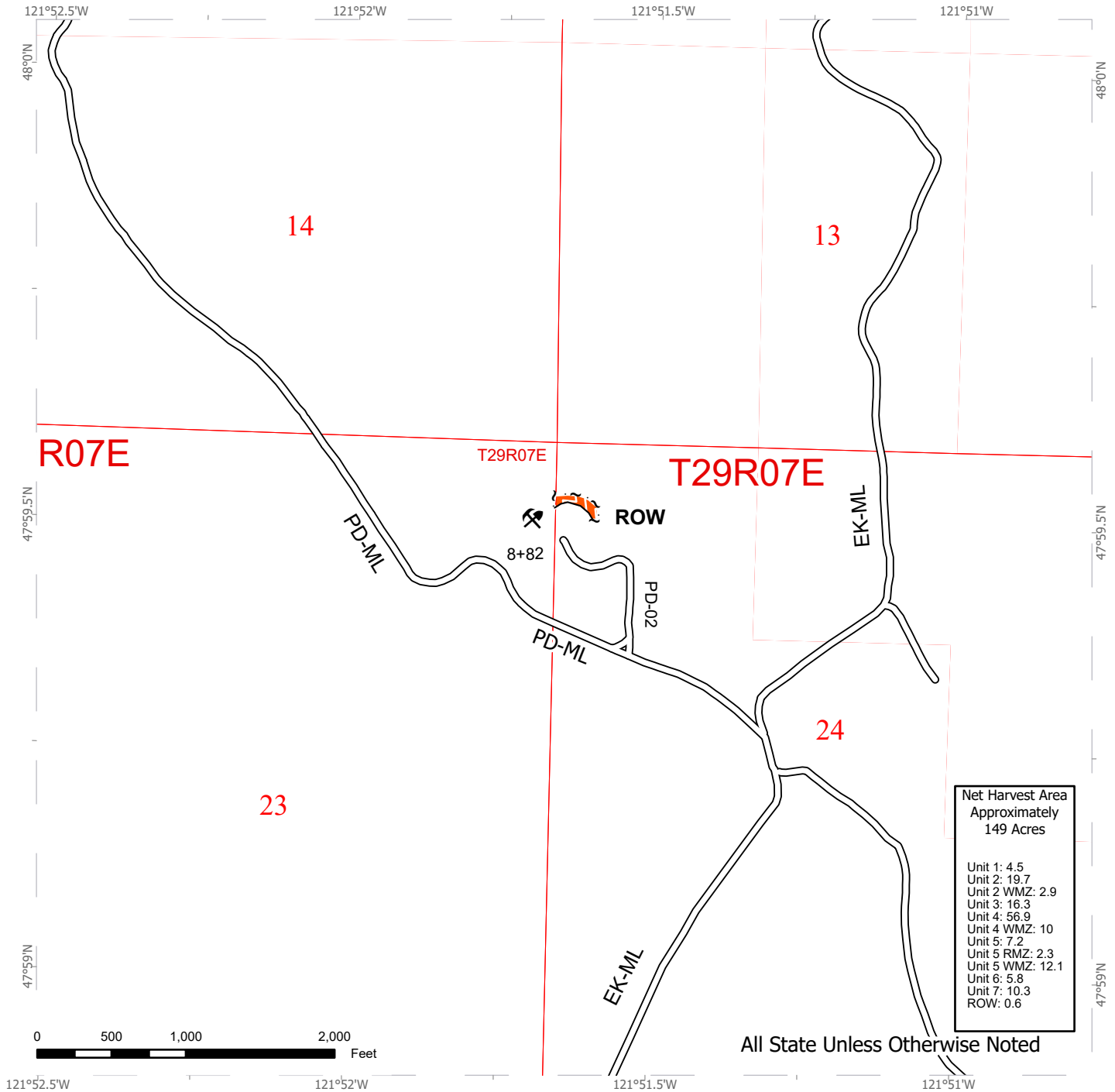


Variable Retention Harvest	Stream Type	Special Mgmt Area
Variable Density Thinning	Stream Break	Timber Type Change
Public Land Survey Sections	Leave Tree Area <1/4-Acre	Property Line
Leave Tree Area	Survey Monument	County Road
Non-Tradeable Leave Clump	Gate (F1-3)	Required Pre-Haul Maintenance
Wetland Mgt Zone	Structure	Required Reconstruction
Riparian Mgt Zone	Utility Box	Optional Construction
Forested Wetland	Sale Boundary Tags	Optional Reconstruction
Stream		

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Rock Pit Expansion	Right of Way Tags	Existing Roads
Public Land Survey Sections	Timber Type Change	Purdy Rock Pit

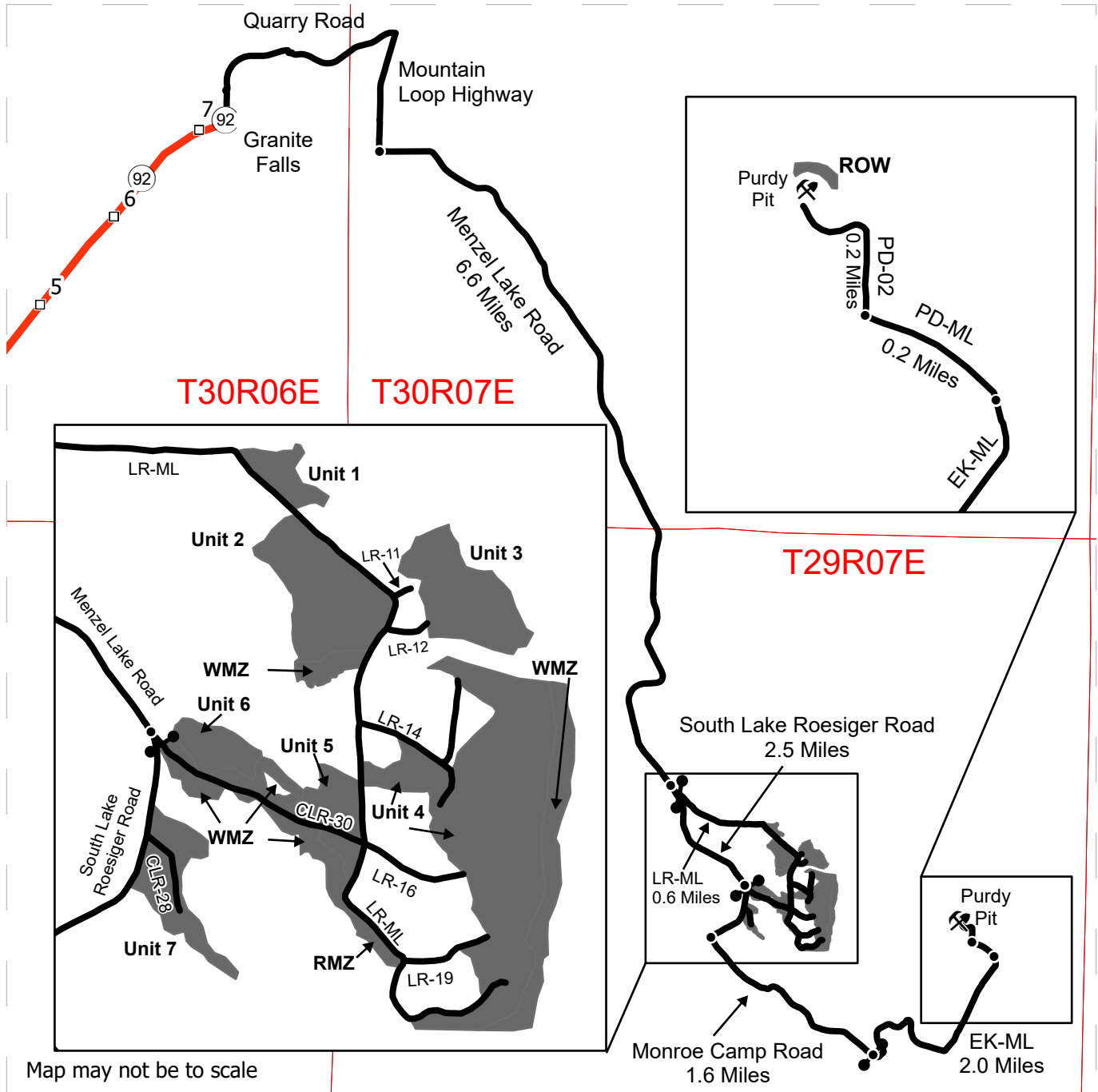




# DRIVING MAP

**SALE NAME:** COUGAR VRH VDT  
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Map may not be to scale

	Harvest Unit
	Highway
	Haul Route
	Other Route
	Milepost Marker
	Distance Indicator
	Gate (F1-3)
	Rock Pit

**DRIVING DIRECTIONS:**

From Granite Falls, travel south towards Lake Roesiger on Menzel Lake Road for approximately 6.6 miles.

Unit 1-7, WMZ 1, RMZ 1: Take a left onto the LR-ML and follow for 0.6 miles.

ROW 1/Rock pit expansion: Continue onto S. Lake Roesiger Road and follow for approximately 2.5 miles. Turn left onto Monroe Camp Road, continue for 1.6 miles to the EK-ML gate on the left. Follow the EK-ML for 2.0 miles, turn left onto the PD-ML. Follow for 0.2 miles, then take a right onto the PD-02 to the Purdy rock pit.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-0106246**

**SALE NAME: COUGAR VRH VDT**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on December 18, 2024 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags, adjacent young stands, and the LR-ML Road except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, adjacent young stands, and the LR-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Units #2 and #5.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by white timber sale boundary tags, adjacent young stands, road grade, LR-ML Road and property lines, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #4.

All timber as described for removal in Schedule B located in the Variable Density Thinning areas -RMZ /WMZ thinning areas- (beyond the blue special management tags up to the white timber sale boundary tags) within Units #2, #4 and #5.

All timber bounded by adjacent young stands and blue special management tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #6.

All timber bounded by white timber sale boundary tags and Lake Roesiger Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #7.

All timber bounded by orange right-of-way tags and adjacent rock pit (Purdy Pit).

All forest products described above located on approximately 149 acres on part(s) of Sections 14, 15, 22, 23, and 24 all in Township 29 North, Range 7 East W.M. in Snohomish County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Thinning Prescription

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to March 31, 2027.

**G-040 Contract Term Adjustment - No Payment**

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

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

**G-051 Contract Term Extension - Payment**

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

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

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

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

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

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

- e. Payment of \$148.00 per acre per annum for the acres on which an operating release has not been issued in Variable Density Thinning (VDT) areas - WMZ/RMZ Thinning in Units 2, 4 and 5. Payment of \$1,030 per acre per annum for the acres on which an operating release has not been issued in Variable Retention Harvest (VRH) areas.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

G-064 Permits

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



## G-065 Regulatory Disclaimer

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

## G-066 Governmental Regulatory Actions

## a. Risk

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

## b. Sale Area

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

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

## c. Adjustment of Price

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

## G-070 Limitation on Damage

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

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Cottonwood	\$76.82	0	\$0.00	\$9.00	\$9.00
Douglas fir	\$277.93	0	\$0.00	\$9.00	\$9.00
Hemlock	\$213.70	0	\$0.00	\$9.00	\$9.00
Maple	\$131.99	0	\$0.00	\$9.00	\$9.00
Red alder	\$193.99	0	\$0.00	\$9.00	\$9.00
Redcedar	\$441.73	0	\$0.00	\$9.00	\$9.00
Other	\$275.47	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in clause G-121 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;

2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

#### G-140 Indemnity

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

#### G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Sedro-Woolley, 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; CLR-28, CLR-30, EK-ML, LR-ML, LR-11, LR-12, LR-14, LR-1416, LR-16, LR-19 PD-ML and PD-02. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-390 Road Approach Permit Requirements

Purchaser agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and Snohomish County for Permit #24107917D1, dated 10/1/2024.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$116,480.00. The total contract price consists of a \$0.00 contract bid price plus \$116,480.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

## P-050 Billing Procedure

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

## P-080 Payment Account Refund

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

## P-090 Performance Security

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

## P-100 Performance Security Reduction

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

## Section H: Harvesting Operations

## H-010 Cutting and Yarding Schedule

Felling and Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

## 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 20 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-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 200 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

#### H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 15 feet in width, including rub trees.
- b. Skid trails shall not cover more than 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 8 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-018 Temporary Stream Crossings

A temporary stream crossing is required to access Type 5 Streams.

Purchaser shall comply with the following during the yarding operation:

- a. Adhere to the approved Hydraulic Permit Application (HPA) or Forest Practice Application (FPA) with approved hydraulic project work, if required, amend a current FPA or obtain a new FPA prior to commencing any new stream crossing construction.
- b. Location of the temporary stream crossing must be approved by the Contract Administrator.
- c. A temporary stream crossing shall not exceed 12 feet in width, including rub trees.
- d. Purchaser shall suspend operations during periods of wet weather when a high potential for sediment delivery into typed waters may occur.
- e. Temporary stream crossings shall be removed at the time of completion of yarding as 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-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-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 cable; shovel or tracked skidder (with season restrictions, see H-141 for restrictions) or “6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires”

(See H-141 for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 55% or less (See H-141 for restrictions); tethered equipment may be utilized (See H-141 for restrictions); also, a feller-buncher/harvester may be utilized on sustained slopes 35% or less for falling. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted to reduce soil damage and siltation from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

SHOVEL is defined as a low ground pressure track-mounted machine with hydraulic boom and grapple capable of picking up one end of the largest log 25 feet from the center of the machine.

LOG PROCESSOR/DE-LIMBER is defined as a mobile machine with a hydraulic boom capable of simultaneously bucking, delimiting and/or debarking and chipping whole trees while sitting stationary at the landing.

FELLER-BUNCHER/HARVESTER is defined as a track mounted machine with hydraulic boom and cutter head capable of felling, bucking, limbing, and decking logs in one operation.

TRACKED SKIDDER is defined as any tracked tractor or skidder, fixed or articulated, used to drag logs to landings. Logs are generally pulled in groups of six or less, with one end on the ground.



B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Ground-based equipment crossings over Type 5 streams shall be located by Purchaser and approved by Contract Administrator before use. Water course crossing structures must be approved by the Contract Administrator.

C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site, same process/requirements to be followed as stated in the G-330 clause.

E. Single banded, blue painted leave trees may be traded with a like tree with prior approval of Contract Administrator.

F. Falling and yarding shall occur away from all scattered leave trees, leave tree areas, and typed waters where possible. Avoid parallel cable yarding in, across, or adjacent to stream channels where possible.

G. Purchaser shall ensure to close and lock the DNR gate on the LR-ML and CLR-30 road at the end of each day.

H. No timber harvest operations will be allowed before 7:00 AM Monday-Friday, weekends, and federal holidays for timber harvest Units 5, 6, and 7.

I. Protection measures under clause G-340 shall include:

Survey corners shall be protected by high-stumping, falling, and yarding away from them.

Two monuments in Unit 4 are heavily flagged with pink flagging and are to be protected.

High-stump witness trees, within the sale area, around survey monuments.

J. Falling and yarding in RMZ and WMZ thinning areas shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

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

## H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.

B. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered and/or self-leveling equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

C. Leave tree area, marked as “non-tradeable” on the timber sale map, shall not be traded, entered into, or have timber felled into.

D. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize “6 wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” equipment prior to use. A timing restriction will be enforced to only operate this piece of equipment between April 1 and October 31 and with written approval from the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, this equipment will no longer be authorized.

E. Falling and yarding by ground-based equipment within the Woods Creek WAU will not be allowed on the hillside of Unit 4 and the WMZ thinning area south of the pink flag line. (See logging plan map). This includes the use of tethered equipment. This section of Unit 4 must be hand felled and cable harvested due to the Woods Creek WAU prescription. These restrictions do not apply to the north of the pink flag line and road construction through and adjacent to Unit 4 and WMZ thinning area.

F. For forest roads within the Woods Creek WAU, pioneering will not extend past construction that will be completed by October 15. When constructing between October 15 and May 1, pioneered road may not extend more than 500 feet beyond completed road.

G. For ground-based harvesting in Units 5, 6, 7, RMZ thinning area, WMZ thinning area south of pink flag line within Unit 4 within the Woods Creek WAU:

- a. Avoid construction, earth work and grubbing of skid trails.
- b. Assure falling patterns facilitate yarding away from draws and streams.
- c. Where crossing any Type 5 waters, protect channel integrity by using temporary crossing structures.
- d. When harvesting, avoid exposing mineral soil within 50 feet of any Type 3, 4, or 5 waters.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 5/7/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on CLR-28, CLR-30, LR-ML, LR-11, LR-12, LR-14, LR-1416, LR-16 and LR-19 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the EK-ML, PD-ML and PD-02 road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any typed stream.

S-130 Hazardous Materials

- a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

As required by RCW 70.93, All Purchaser generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a

manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-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 \$50.00 per tree for all damaged trees in the Variable Density Thinning area.

D-041 Reserve Tree Excessive Damage

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

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

\_\_\_\_\_  
Jay Guthrie

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

Northwest Region Manager

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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



**Schedule B**  
**Thinning Prescription**

THINNING PRESCRIPTION: WMZ AND RMZ

Note: trees with blue management tags may be harvested if they meet the prescription EXCEPT those that mark the boundary of Unit 6 (trees with a blue tag facing into Unit 6 with also a white timber sale boundary tag on the opposite side of the tree facing toward the WMZ).

Thin based on the criteria below:

- Leaving a minimum of 90 trees per acre throughout the unit.
- Targeting an approximate 22 x 22 foot spacing.
- Only live trees 8 inches or greater in DBH shall be used to calculate trees per acre.

To accomplish this prescription, Purchaser shall remove trees in the following priority order:

- 1) Western Hemlock (all diameters)
- 2) Defective, or diseased, Douglas-fir
- 3) Smallest diameter Douglas-fir

All other tree species may only be cut to facilitate yarding. If felled, they shall be treated like all other harvested trees and be deducted from final standing trees per acre and residual basal area goals.

RIPARIAN FOREST RESTORATION STRATEGY TREES

There are 2.3 acres of RMZ thinning in Unit RMZ.

- Three conifer trees per acre of RMZ, from the largest thinned DBH class, shall be felled towards the stream where feasible to remain as down woody debris.
  - Two conifer trees per acre of RMZ, from the largest thinned DBH class, shall be double girdled, or topped, for snag recruitment.
  - The Purchaser shall mark and fell/girdle upon review and approval of the Contract Administrator. These trees shall be marked within 25 feet of the white “timber sale boundary” tags along type 3 streams.
  - These enhancement trees are in addition to the residual stocking targets mentioned above and should be distributed evenly throughout the RMZs.

RMZ Identifier-----	Net RMZ acres-----	No. of Felled Trees-----	No. of Snag Creation Trees
RMZ-----	2.3-----	7-----	5-----



**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**  
**FOREST EXCISE TAX ROAD SUMMARY SHEET**

**Region:** Northwest

**Timber Sale Name:** COUGAR

**Application Number:** 30- 106246

**EXCISE TAX APPLICABLE ACTIVITIES**

**Construction:** 1,397 **linear feet**  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** 2596 **linear feet**  
*Road to be reconstructed (optional and required) but not abandoned*

**Abandonment:** 0 **linear feet**  
*Abandonment of existing roads not reconstructed under the contract*

**Decommission:** 0 **linear feet**  
*Road to be made undriveable but not officially abandoned.*

**Pre-Haul Maintenance:** 17906 **linear feet**  
*Existing road to receive maintenance work (optional and required) prior to haul*

**EXCISE TAX EXEMPT ACTIVITIES**

**Temporary Construction:** 517 **linear feet**  
*Roads to be constructed (optional and required) and then abandoned*

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Cougar</b>	Region: <b>Northwest</b>
Agreement #: <b>30-106246</b>	District: <b>Starbird</b>
Contact Forester: Bruce Schmitz Phone / Location: 360-522-0303	County(s): <b>Snohomish</b>
Alternate Contact: Jack Armstrong Phone / Location: 360-9821567	Other information: <a href="#">Click here to enter text.</a>

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

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description  (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
<b>1</b>	S15/T29N/R07E	01, 12	4.7	0	0.2	0	0	4.5	GPS (Garmin)
<b>2</b>	S15/T29N/R07E	01, 12	21.2	0	1.5	0	0	19.7	GPS (Garmin)
<b>3</b>	S15/T29N/R07E	01, 03	17.2	0	0.9	0	0	16.3	GPS (Garmin)
<b>4</b>	S15/T29N/R07E S22/T29N/R07E	01, 03	60.4	0	2.4	0.7	0.4 (old rock pit)	56.9	GPS (Garmin)
<b>5</b>	S15/T29N/R07E S22/T29N/R07E	01	8.1	0	0.3	0.6	0	7.2	GPS (Garmin)
<b>6</b>	S15/T29N/R07E	12	6.2	0	0.2	0.2	0	5.8	GPS (Garmin)
<b>7</b>	S15/T29N/R07E S22/T29N/R07E	12	11.3	0	0.6	0.4	0	10.3	GPS (Garmin)
<b>WMZ 1</b>	S14/T29N/R07E S15/T29N/R07E S22/T29N/R07E	01, 03, 12	27.1	0	0	2.1	0	25	GPS (Garmin)

<b>RMZ 1</b>	S22/T29N/R07	01	2.3	0	0	0	0	2.3	GPS (Garmin)
<b>ROW 1</b>	S23/T29N/R07E S24/T29N/R07E	03	0.6	0	0	0	0	0.6	GPS (Garmin)
<b>TOTAL ACRES</b>			159.1	0	6.1	4	0.4	148.6	

### HARVEST PLAN AND SPECIAL CONDITIONS:

<b>Unit #</b>	<b>Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)</b>	<b>Special Management areas:</b>	<b>Other conditions (# leave trees, etc.)</b>
1	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, timber type break, and the LR-ML road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	36 total leave trees (24 clumped, 12 dispersed) are marked with yellow leave tree area tags and/or blue paint.
2	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, blue "Special Management Unit Boundary", timber type break, and the LR-ML road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	209 total leave trees (207 clumped, 2 dispersed) are marked with yellow leave tree area tags and/or blue paint.
3	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags and timber type. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	149 total leave trees (148 clumped, 1 dispersed) are marked with yellow leave tree area tags and/or blue paint.
4	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, blue "Special Management Unit Boundary", timber type break, last take tree with pink paint, and the LR-ML road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	508 total leave trees (482 clumped, 26 dispersed) are marked with yellow leave tree area tags and/or blue paint.
5	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, blue "Special Management Unit Boundary", timber type	None	71 total leave trees (69 clumped, 2 dispersed) are marked with yellow

	break, and the LR-ML road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.		leave tree area tags and/or blue paint.
6	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, blue "Special Management Unit Boundary", and timber type break. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	52 total leave trees (41 clumped, 11 dispersed) are marked with yellow leave tree area tags and/or blue paint.
7	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags and South Lake Roesiger Road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	96 total leave trees (89 clumped, 7 dispersed) are marked with yellow leave tree area tags and/or blue paint.
WMZ	Wetland Management Zone (WMZ), Variable Density Thinning (VDT) Trees will be thinned following the prescription listed in Schedule B. Thinning areas are bounded by blue, "Special Management Unit Boundary," tags, and white, "Timber Sale Boundary," tags. The southern boundary of Unit 4 has a last take tree painted in pink. The northern boundary between unit 5 and unit 6 is bounded by a timber type break.	Wetland Management Zone (WMZ)	None
RMZ	Riparian Management Zone (RMZ), Variable Density Thinning (VDT) Trees will be thinned following the prescription listed in Schedule B. Thinning areas are bounded by blue, "Special Management Unit Boundary," tags, and white, "Timber Sale Boundary," tags.	Riparian Management Zone (RMZ)	None
ROW	Right-of-Way, take all trees bounded by orange "Right Of Way" tags.	Rock pit expansion	None

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WH, WRC 178.2 MBF	LR-ML, F1-3 Key	Vicinity maps attached.

2	DF,WH, WRC <b>791.2 MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
3	DF, WH, WRC <b>699.8 MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
4	DF, WH, WRC <b>2525.6 MBF</b>	LR-ML, 1F-3 Key	Vicinity maps attached.
5	DF, WH, WRC <b>201.6 MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
6	DF, WH, WRC <b>165.4 MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
7	DF, WH, WRC <b>310.3 MBF</b>	CLR-30, F1-3 Key	Vicinity maps attached.
RMZ	DF, WH, WRC <b>20 MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
WMZ	DF, WH, WRC <b>350MBF</b>	LR-ML, F1-3 Key	Vicinity maps attached.
ROW	DF, WH, WRC <b>10MBF</b>	PD-ML, F1-3 Key	Vicinity maps attached.
TOTAL MBF	<b>5252.1 MBF</b>		

**REMARKS:**

**Unit 4 has a 0.4 acre old rock pit. To get into Unit 7, it is easier to park along the CLR 30 road, and walk along South Lake Roesiger Road into the Unit. Road acres were determined by measuring 2,874.8ft of road multiplying by 60ft width to get  $172,940/43560=4$  acres.**

<b>Prepared By: Bruce Schmitz</b> <b>Date: 6/18/2024</b>	<b>Title: Pre-Sales Forester</b>	<b>CC:</b>
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## Timber Sale Cruise Report Cougar - NW

**Sale Name:** COUGAR

**Sale Type:** LUMP SUM

**Region:** NORTHWEST

**District:** CASCADE

**Lead Cruiser:** Bailey Vos

**Other Cruisers:** Matt Llobet

Cougar Timber Sale can be accessed by traveling south of Granite Falls for 6.6 miles, towards Lake Roseiger. Take a left onto the LR-ML to access Units 1-7.

Cougar TS is comprised of 7 Variable Retention Harvest (VRH) units, 1 Riparian Management Zone (RMZ), 1 wetland management Zone (WMZ), and 1 right-of-way (ROW). Topography throughout the sale consists of gentle gradient, making for productive operator ground. Cougar consists of 60% Ground Base harvest and 40% Up-Hill cable harvest. Forest roads provide drive access to all units.

The total net cruise volume for Cougar is 4,480 MBF. Overstory is an even-aged, "plantation-style" Douglas-fir and western hemlock timber type. The exception to this is Unit 7, where the timber is an older age class and contains a highly variable stocking throughout. For this cruise, units 1-6, WMZ, and RMZ were sampled using a 54.4 BAF. Unit 7 was sampled with a 62.5/40.0 BAF combination and the ROW unit was sampled with 1/20th acre fixed plots. Sample points were generated in GIS and located in the field using Aveza Maps. Bole height was measured with a laser/relaskop and taken to a 5" top or break point (40% of diameter at 16 feet). Trees were segmented into preferred west-side log lengths and defect was noted accordingly at each cruise plot. Common defects seen throughout the sale are spike knots, sway, crooks, and bear damage.

Douglas fir SL Sorts:

5-7" - 674 MBF

8-11" - 1,522 MBF

12-15" - 1,193 MBF

16-19" - 392 MBF

20" + - 96 MBF

Thinning Prescription: WMZ 1 and RMZ 1

Thin based on the criteria below:

- Leaving a minimum of 90 trees per acre throughout the unit
- Targeting a 22 x 22 foot spacing
- Only live trees 8 inches or greater in DBH shall be used to calculate trees per acre

To accomplish this prescription, fallers and operators shall remove trees in the following priority order and diameter ranges:

- 1) Western Hemlock (all diameters)
- 2) Defective, or diseased, Douglas-fir
- 3) Smallest diameter Douglas-fir

**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	17.4	9.5		3,891	9	35	1,635	1,952	243	16
WH	19.7			545			340	174	21	9
RC	20.9			27				25	2	
BC	18.0			7			7			
MA	16.6			6				2	1	2
RA	15.0			5					5	
ALL	17.4	9.5		4,480	9	35	1,983	2,154	273	27

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	28,573	49	192	11,253	14,950	2,034	95
WH	4,225			2,432	1,541	200	52
RC	246				226	20	
MA	68				24	18	25
BC	48			48			
RA	37					37	
ALL	33,197	49	192	13,733	16,741	2,309	172

**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 (%)
223.6	3.4	153.1	1.5	34,239	3.7

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
COUGAR U1	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	4.5	4.7	4	4	0
COUGAR U2	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	19.4	21.2	14	7	0
COUGAR U3	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	16.2	17.2	12	6	0
COUGAR U4	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	57.4	60.4	39	20	1



Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
COUGAR U5	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	7.4	8.1	9	9	0
COUGAR U6	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	5.9	6.2	7	4	0
COUGAR U7	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.4	11.3	10	10	0
COUGAR WMZ	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	27.1	27.1	14	14	0
COUGAR RMZ	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	2.1	2.3	3	3	0
COUGAR ROW 1	FX: FR plots (20 tree / acre expansion)	0.5	0.6	2	2	0
All		150.9	159.1	114	79	1

### Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	9.6	40	45	45	0.0	47.8	6.8
DF	LIVE	2 SAW	Domestic	14.1	39	10,914	10,734	1.6	11,126.5	1,619.8
DF	LIVE	2 SAW	HQ-B	13.9	40	109	104	5.0	126.4	15.7
DF	LIVE	3 PEELER	HQ-A	28.4	34	62	62	0.0	49.3	9.3
DF	LIVE	3 SAW	Domestic	8.7	36	13,062	12,938	0.9	14,949.7	1,952.3
DF	LIVE	4 SAW	Domestic	6.0	25	1,629	1,612	1.0	2,034.1	243.2
DF	LIVE	CULL	Cull	16.8	10	206	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	20.7	40	229	229	0.0	191.8	34.6
DF	LIVE	UTILITY	Pulp	7.4	19	105	105	0.0	95.0	15.9
MA	LIVE	3 SAW	Domestic	10.8	28	15	15	0.0	24.3	2.3
MA	LIVE	4 SAW	Domestic	10.8	20	14	9	32.4	18.2	1.4
MA	LIVE	UTILITY	Pulp	9.3	30	14	14	0.0	25.3	2.1
RA	LIVE	4 SAW	Domestic	8.6	24	32	32	0.0	37.0	4.8
RC	LIVE	3 SAW	Domestic	11.2	37	176	164	7.1	226.0	24.7
RC	LIVE	4 SAW	Domestic	6.1	22	16	16	0.0	20.4	2.4
WH	LIVE	2 SAW	Domestic	15.1	37	2,302	2,255	2.0	2,431.9	340.3
WH	LIVE	3 SAW	Domestic	8.9	35	1,163	1,155	0.7	1,541.2	174.2
WH	LIVE	4 SAW	Domestic	6.3	26	141	141	0.0	199.7	21.3
WH	LIVE	CULL	Cull	16.4	8	105	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	12.7	24	58	58	0.0	51.8	8.8

## Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5+	LIVE	Domestic	9.6	40	45	0.0	47.8	6.8
DF	5 - 7	LIVE	Pulp	5.1	14	18	0.0	15.9	2.8
DF	5 - 7	LIVE	Domestic	6.4	31	4,465	0.5	5,578.1	673.8
DF	8 - 11	LIVE	Domestic	9.7	36	10,084	1.2	11,405.8	1,521.7
DF	8 - 11	LIVE	Pulp	10.1	24	87	0.0	79.1	13.1
DF	8 - 11	LIVE	Cull	11.2	8	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.5	39	7,797	1.8	8,389.6	1,176.6
DF	12 - 15	LIVE	HQ-B	13.9	40	104	5.0	126.4	15.7
DF	12 - 15	LIVE	Cull	15.2	7	0	100.0	0.0	0.0
DF	16 - 19	LIVE	Domestic	17.1	39	2,549	1.5	2,427.4	384.6
DF	16 - 19	LIVE	HQ-A	17.7	40	46	0.0	38.6	7.0
DF	16 - 19	LIVE	Cull	18.4	12	0	100.0	0.0	0.0
DF	20+	LIVE	HQ-A	23.2	39	244	0.0	202.5	36.8
DF	20+	LIVE	Domestic	23.4	40	388	0.0	309.6	58.6
DF	20+	LIVE	Cull	24.1	10	0	100.0	0.0	0.0
MA	5+	LIVE	Pulp	9.3	30	14	0.0	25.3	2.1
MA	5+	LIVE	Domestic	10.8	24	25	15.4	42.5	3.8
RA	5 - 7	LIVE	Domestic	6.7	18	5	0.0	8.2	0.8
RA	8 - 11	LIVE	Domestic	10.5	30	26	0.0	28.8	4.0
RC	5+	LIVE	Domestic	9.4	31	180	6.5	246.4	27.1
WH	5 - 7	LIVE	Domestic	6.4	30	348	0.0	497.7	52.5
WH	5 - 7	LIVE	Pulp	7.1	24	7	0.0	9.9	1.0
WH	8 - 11	LIVE	Domestic	9.9	34	948	0.9	1,243.2	143.0
WH	12 - 15	LIVE	Domestic	13.7	37	1,151	1.4	1,326.5	173.8
WH	12 - 15	LIVE	Cull	15.3	8	0	100.0	0.0	0.0
WH	16 - 19	LIVE	Domestic	17.3	38	930	1.3	932.4	140.4
WH	16 - 19	LIVE	Cull	19.5	12	0	100.0	0.0	0.0
WH	20+	LIVE	Domestic	22.2	35	173	9.3	173.0	26.2
WH	20+	LIVE	Pulp	23.3	24	52	0.0	41.9	7.8
WH	20+	LIVE	Cull	24.0	6	0	100.0	0.0	0.0

## Cruise Unit Report COUGAR U1

### Unit Sale Notice Volume (MBF): COUGAR U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.3			115	70	36	9
WH	12.0			8		7	2
ALL	15.0			124	70	43	11

### Unit Cruise Design: COUGAR U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	4.5	4.7	4	4	0

### Unit Cruise Summary: COUGAR U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	13	3.3	0
WH	1	1	0.3	0
ALL	14	14	3.5	0

### Unit Cruise Statistics: COUGAR U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	176.9	29.5	14.7	144.8	39.4	10.9	25,613	49.2	18.3
WH	13.6	200.0	100.0	137.5	0.0	0.0	1,872	200.0	100.0
ALL	190.5	28.6	14.3	144.2	38.0	10.2	27,484	47.6	17.5

### Unit Summary: COUGAR U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	15.3	68	98	27,762	25,613	7.7	138.6	176.9	45.2	115.3
WH	LIVE	CUT	1	ALL	12.0	63	85	1,872	1,872	0.0	17.3	13.6	3.9	8.4
ALL	LIVE	CUT	14	ALL	15.0	67	96	29,634	27,484	7.3	155.9	190.5	49.2	123.7
ALL	ALL	ALL	14	ALL	15.0	67	96	29,634	27,484	7.3	155.9	190.5	49.2	123.7

## Cruise Unit Report COUGAR U2

### Unit Sale Notice Volume (MBF): COUGAR U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.7			702	451	222	29
WH	21.1			127	88	35	4
ALL	20.7			829	539	257	33

### Unit Cruise Design: COUGAR U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	19.4	21.2	14	7	0

### Unit Cruise Summary: COUGAR U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	30	52	3.7	0
WH	2	8	0.6	0
ALL	32	60	4.3	0

### Unit Cruise Statistics: COUGAR 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	202.2	41.5	11.1	178.9	18.8	3.4	36,174	45.5	11.6
WH	31.1	190.6	51.0	210.7	4.5	3.2	6,555	190.7	51.1
ALL	233.3	26.6	7.1	183.1	18.3	3.2	42,729	32.2	7.8

### Unit Summary: COUGAR U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	30	ALL	20.7	95	121	36,751	36,174	1.6	86.5	202.2	44.4	701.8
WH	LIVE	CUT	2	ALL	21.4	100	126	6,555	6,555	0.0	12.5	31.1	6.7	127.2
ALL	LIVE	CUT	32	ALL	20.8	95	122	43,306	42,729	1.3	99.0	233.3	51.2	828.9
ALL	ALL	ALL	32	ALL	20.8	95	122	43,306	42,729	1.3	99.0	233.3	51.2	828.9

## Cruise Unit Report COUGAR U3

### Unit Sale Notice Volume (MBF): COUGAR U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.2			520	49	422	49
ALL	14.2			520	49	422	49

### Unit Cruise Design: COUGAR U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	16.2	17.2	12	6	0

### Unit Cruise Summary: COUGAR U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	50	4.2	0
ALL	25	50	4.2	0

### Unit Cruise Statistics: COUGAR U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	226.8	20.0	5.8	141.6	15.9	3.2	32,122	25.6	6.6
ALL	226.8	20.0	5.8	141.6	15.9	3.2	32,122	25.6	6.6

### Unit Summary: COUGAR U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	14.3	73	103	32,238	32,122	0.4	203.4	226.8	60.0	520.4
ALL	LIVE	CUT	25	ALL	14.3	73	103	32,238	32,122	0.4	203.4	226.8	60.0	520.4
ALL	ALL	ALL	25	ALL	14.3	73	103	32,238	32,122	0.4	203.4	226.8	60.0	520.4

## Cruise Unit Report COUGAR U4

### Unit Sale Notice Volume (MBF): COUGAR U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	16.4			1,796	735	921	125	16
WH	15.0			95	40	50	5	
ALL	16.3			1,891	774	970	131	16

### Unit Cruise Design: COUGAR U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	57.4	60.4	39	20	1

### Unit Cruise Summary: COUGAR U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	81	155	4.0	0
WH	4	9	0.2	0
ALL	85	164	4.2	0

### Unit Cruise Statistics: COUGAR 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 (%)
DF	216.4	43.4	6.9	144.6	22.7	2.5	31,296	49.0	7.4
WH	12.6	232.3	37.2	131.6	27.9	14.0	1,653	234.0	39.7
ALL	228.9	39.0	6.2	143.9	22.9	2.5	32,948	45.2	6.7

### Unit Summary: COUGAR U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	81	ALL	15.5	77	97	32,046	31,296	2.3	165.1	216.4	55.0	1,796.4
WH	LIVE	CUT	4	ALL	15.0	65	81	1,653	1,653	0.0	10.2	12.6	3.2	94.9
ALL	LIVE	CUT	85	ALL	15.5	76	96	33,699	32,948	2.2	175.3	228.9	58.2	1,891.2
ALL	ALL	ALL	85	ALL	15.5	76	96	33,699	32,948	2.2	175.3	228.9	58.2	1,891.2

## Cruise Unit Report COUGAR U5

### Unit Sale Notice Volume (MBF): COUGAR U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.3			229	109	111	9
BC	18.0			7	7		
ALL	17.3			236	115	111	9

### Unit Cruise Design: COUGAR U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	7.4	8.1	9	9	0

### Unit Cruise Summary: COUGAR U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	32	33	3.7	0
BC	1	1	0.1	0
ALL	33	34	3.8	0

### Unit Cruise Statistics: COUGAR U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	199.6	49.2	16.4	155.0	20.7	3.7	30,949	53.3	16.8
BC	6.0	300.0	100.0	151.7	0.0	0.0	917	300.0	100.0
ALL	205.7	47.3	15.8	154.9	20.4	3.5	31,866	51.5	16.2

### Unit Summary: COUGAR U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	18.0	88	112	917	917	0.0	3.4	6.0	1.4	6.8
DF	LIVE	CUT	32	ALL	17.3	84	107	31,435	30,949	1.5	122.3	199.6	48.0	229.0
ALL	LIVE	CUT	33	ALL	17.3	84	108	32,352	31,866	1.5	125.7	205.7	49.4	235.8
ALL	ALL	ALL	33	ALL	17.3	84	108	32,352	31,866	1.5	125.7	205.7	49.4	235.8

## Cruise Unit Report COUGAR U6

### Unit Sale Notice Volume (MBF): COUGAR U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.7			185	97	80	8
RA	15.0			5			5
WH	8.0			4			4
ALL	15.3			194	97	80	18

### Unit Cruise Design: COUGAR U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	5.9	6.2	7	4	0

### Unit Cruise Summary: COUGAR U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	24	3.4	0
RA	1	1	0.1	0
WH	1	1	0.1	0
ALL	13	26	3.7	0

### Unit Cruise Statistics: COUGAR U6

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	186.7	52.9	20.0	168.0	16.6	5.0	31,357	55.4	20.6
RA	7.8	264.6	100.0	104.3	0.0	0.0	811	264.6	100.0
WH	7.8	264.6	100.0	97.4	0.0	0.0	758	264.6	100.0
ALL	202.2	43.2	16.3	162.8	22.0	6.1	32,925	48.5	17.4

### Unit Summary: COUGAR U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	16.5	87	114	31,808	31,357	1.4	125.7	186.7	46.0	185.0
RA	LIVE	CUT	1	ALL	15.0	56	68	811	811	0.0	6.3	7.8	2.0	4.8



Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	1	ALL	8.0	46	55	758	758	0.0	22.3	7.8	2.7	4.5
ALL	LIVE	CUT	13	ALL	15.5	80	103	33,376	32,925	1.4	154.3	202.2	50.7	194.3
ALL	ALL	ALL	13	ALL	15.5	80	103	33,376	32,925	1.4	154.3	202.2	50.7	194.3

## Cruise Unit Report COUGAR U7

### Unit Sale Notice Volume (MBF): COUGAR U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	21.5			254			188	52	5	9
DF	34.6	9.5		108	9	35	57	7		
RC	20.9			27				25	2	
MA	16.6			6				2	1	2
ALL	22.4	9.5		395	9	35	245	86	9	11

### Unit Cruise Design: COUGAR U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.4	11.3	10	10	0

### Unit Cruise Summary: COUGAR U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	21	21	2.1	0
DF	7	7	0.7	2
RC	7	7	0.7	0
MA	3	3	0.3	0
ALL	38	38	3.8	2

### Unit Cruise Statistics: COUGAR U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	131.3	91.0	28.8	185.8	25.1	5.5	24,383	94.4	29.3
DF	43.8	151.3	47.9	237.7	20.2	7.6	10,400	152.7	48.5
RC	28.0	117.6	37.2	93.2	22.2	8.4	2,610	119.7	38.1
MA	12.0	316.2	100.0	47.3	24.2	13.9	568	317.1	101.0
ALL	215.0	61.6	19.5	176.6	39.9	6.5	37,962	73.4	20.5

**Unit Summary: COUGAR U7**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	34.6	119	153	11,057	10,400	5.9	6.7	43.8	7.4	108.2
MA	LIVE	CUT	3	ALL	16.6	50	60	634	568	10.4	8.0	12.0	2.9	5.9
RC	LIVE	CUT	7	ALL	20.9	70	88	2,792	2,610	6.5	11.8	28.0	6.1	27.1
WH	LIVE	CUT	21	ALL	21.5	90	113	25,873	24,383	5.8	52.1	131.3	28.3	253.6
ALL	LIVE	CUT	38	ALL	22.4	85	107	40,356	37,962	5.9	78.6	215.0	44.8	394.8
ALL	ALL	ALL	38	ALL	22.4	85	107	40,356	37,962	5.9	78.6	215.0	44.8	394.8

## Cruise Unit Report COUGAR WMZ

### Unit Sale Notice Volume (MBF): COUGAR WMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.8			207	62	135	10
WH	18.9			56	25	30	1
ALL	16.4			263	87	165	11

### Unit Cruise Design: COUGAR WMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	27.1	27.1	14	14	0

### Unit Cruise Summary: COUGAR WMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	53	3.8	0
WH	4	4	0.3	0
ALL	17	57	4.1	0

### Unit Cruise Statistics: COUGAR WMZ

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	206.1	31.4	8.4	151.1	16.0	4.4	31,140	35.2	9.5
WH	15.6	254.2	67.9	133.2	30.2	15.1	2,072	256.0	69.6
ALL	221.6	26.3	7.0	149.8	18.9	4.6	33,212	32.4	8.4

### Unit Summary: COUGAR WMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	15.8	79	102	7,689	7,638	0.7	37.1	50.6	12.7	207.0
WH	LIVE	CUT	4	ALL	18.9	77	96	2,390	2,072	13.3	8.0	15.6	3.6	56.2
ALL	LIVE	CUT	17	ALL	16.4	79	101	10,079	9,710	3.7	45.1	66.1	16.3	263.1
ALL	ALL	ALL	17	ALL	16.4	79	101	10,079	9,710	3.7	45.1	66.1	16.3	263.1

## Cruise Unit Report COUGAR RMZ

### Unit Sale Notice Volume (MBF): COUGAR RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.2			20	3	15	1
ALL	15.2			20	3	15	1

### Unit Cruise Design: COUGAR RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	2.1	2.3	3	3	0

### Unit Cruise Summary: COUGAR RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH		1	0.3	0
DF	4	13	4.3	0
ALL	4	14	4.7	0

### Unit Cruise Statistics: COUGAR RMZ

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	18.1	173.2	100.0						
DF	235.9	53.3	30.8	130.6	9.3	4.6	30,814	54.1	31.1
ALL	254.1	44.6	25.8	130.6	9.3	4.6	33,185	45.6	26.2

### Unit Summary: COUGAR RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	15.2	73	91	9,481	9,481	0.0	57.6	72.6	18.6	19.9
ALL	LIVE	CUT	4	ALL	15.2	73	91	9,481	9,481	0.0	57.6	72.6	18.6	19.9
ALL	ALL	ALL	4	ALL	15.2	73	91	9,481	9,481	0.0	57.6	72.6	18.6	19.9

## Cruise Unit Report COUGAR ROW 1

### Unit Sale Notice Volume (MBF): COUGAR ROW 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.8			8	3	3	1
ALL	13.8			8	3	3	1

### Unit Cruise Design: COUGAR ROW 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.5	0.6	2	2	0

### Unit Cruise Summary: COUGAR ROW 1

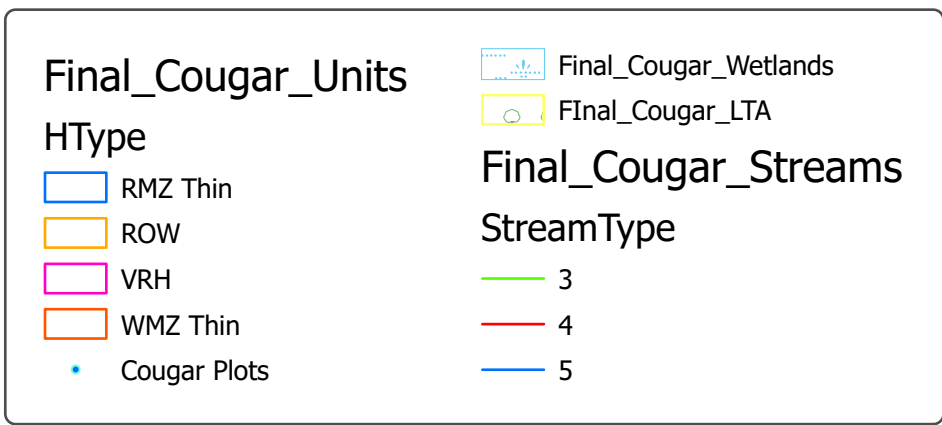
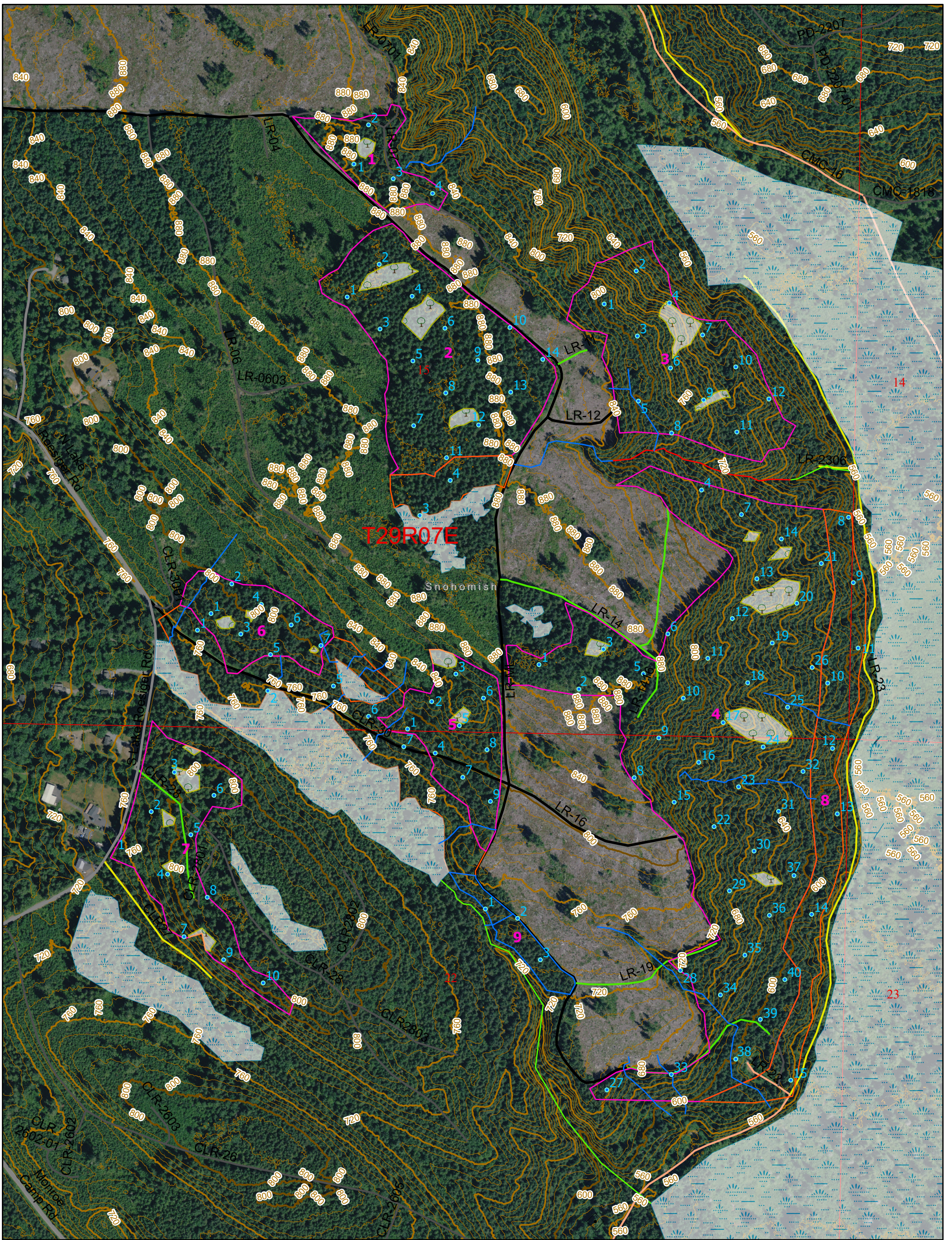
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	5.5	0
ALL	11	11	5.5	0

### Unit Cruise Statistics: COUGAR ROW 1

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	114.6	10.6	7.5	136.3	26.3	7.9	15,620	28.3	10.9
ALL	114.6	10.6	7.5	136.3	26.3	7.9	15,620	28.3	10.9

### Unit Summary: COUGAR ROW 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	13.8	63	85	15,620	15,620	0.0	110.3	114.6	30.8	7.8
ALL	LIVE	CUT	11	ALL	13.8	63	85	15,620	15,620	0.0	110.3	114.6	30.8	7.8
ALL	ALL	ALL	11	ALL	13.8	63	85	15,620	15,620	0.0	110.3	114.6	30.8	7.8





Forest Practices Application/Notification  
Notice of Decision

FPA/N No: 2819529

Effective Date: 9/30/2024

Expiration Date: 9/30/2027

Shut Down Zone: 656

EARR Tax Credit:  Eligible  Non-eligible

Reference: Cougar

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

[Empty box for conditions on approval/reasons for disapproval]

Issued By: Bryent Daugherty

Region: Northwest Region

Title: Resource Protection Forester

Date: 9/30/2024

Copies to:  Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP By: AS *Ara Schmidt* Date: 9/30/2024

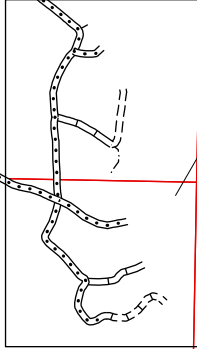
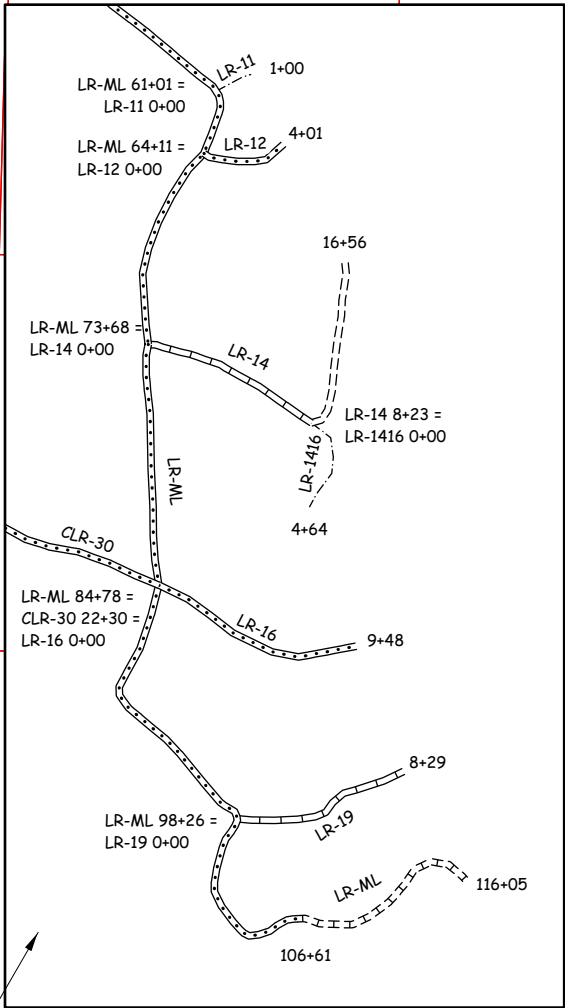




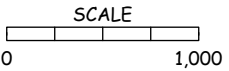


# ROAD PLAN AND SPECIFICATIONS #30-106246 COUGAR TIMBER SALE

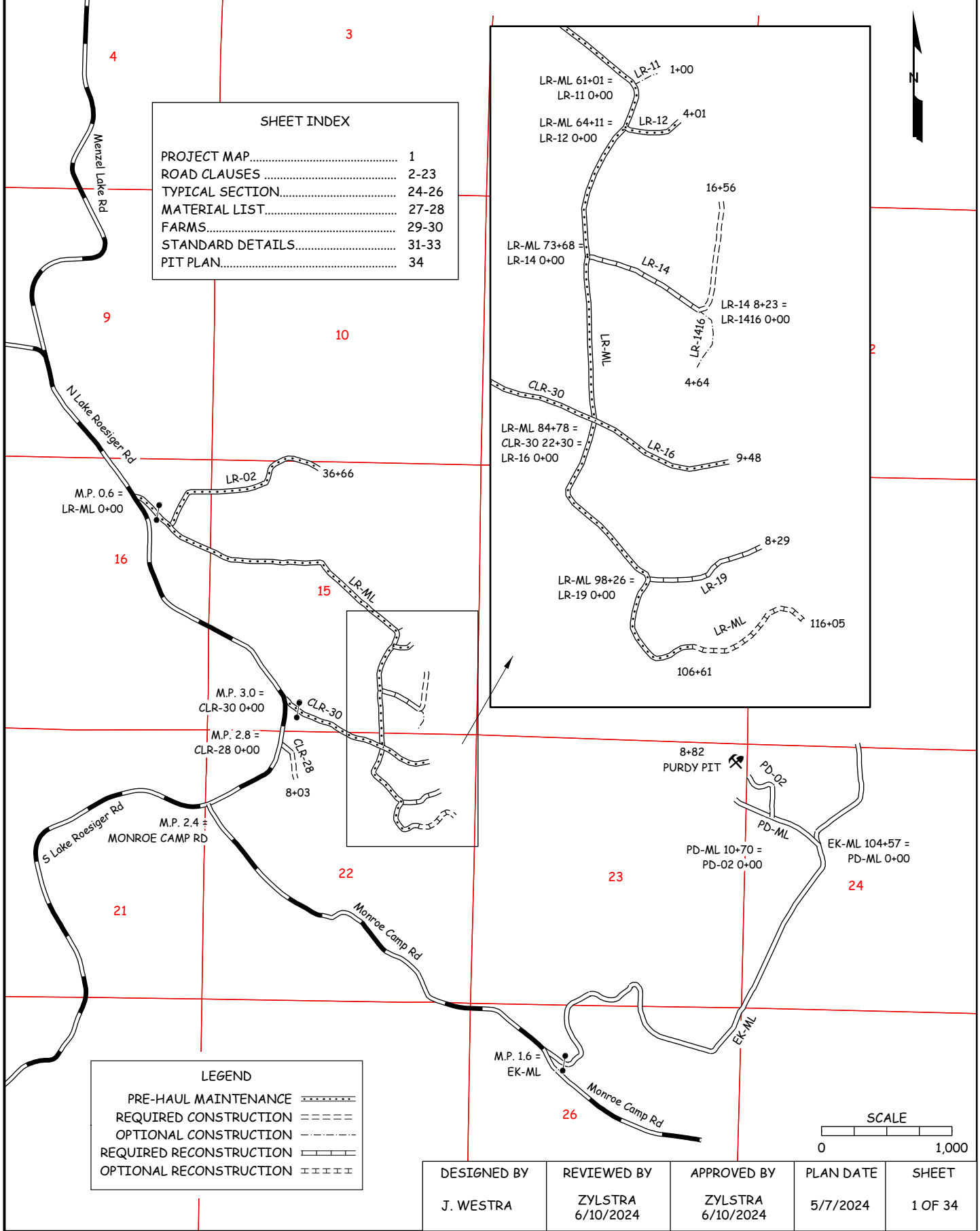
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LEGEND	
PRE-HAUL MAINTENANCE	=====
REQUIRED CONSTRUCTION	-----
OPTIONAL CONSTRUCTION	- - - - -
REQUIRED RECONSTRUCTION	=====
OPTIONAL RECONSTRUCTION	-----



DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 6/10/2024	ZYLSTRA 6/10/2024	5/7/2024	1 OF 34



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

COUGAR TIMBER SALE ROAD PLAN  
SNOHOMISH COUNTY  
CASCADE DISTRICT  
NORTHWEST REGION

AGREEMENT NO.: 30-106246

STAFF ENGINEER: J. WESTRA

DATE: MAY 7, 2024

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>
CLR-28	0+00 to 2+86	*RECONSTRUCTION
CLR-28	2+86 to 8+03	CONSTRUCTION
CLR-30	0+00 to 22+30	PREHAUL MAINTENANCE
LR-ML	0+00 to 106+61	PREHAUL MAINTENANCE
LR-02	0+00 to 36+66	PREHAUL MAINTENANCE
LR-12	0+00 to 4+01	PREHAUL MAINTENANCE
LR-14	0+00 to 8+23	*RECONSTRUCTION
LR-14	8+23 to 16+56	CONSTRUCTION
LR-16	0+00 to 9+48	PREHAUL MAINTENANCE
LR-19	0+00 to 8+29	*RECONSTRUCTION

\*Reconstruction is on abandoned road grades.

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
LR-ML	106+61 to 116+05	*RECONSTRUCTION
LR-11	0+00 to 1+00	CONSTRUCTION
LR-1416	0+00 to 4+64	CONSTRUCTION

\*Reconstruction is on abandoned road grades.

**0-4 CONSTRUCTION**

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

**0-5 RECONSTRUCTION**

Reconstruction includes, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

**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>
CLR-30	0+00 to 22+30	Brushing
LR-ML	0+00 to 106+61	Brushing
LR-02	0+00 to 36+66	Brushing
LR-12	0+00 to 4+01	Brushing, Shape with spreader cat, 6" Rock Lift of 3" Minus
LR-16	0+00 to 9+48	Brushing, Culvert Installation

**0-7 POST-HAUL MAINTENANCE**

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

**0-10 ABANDONMENT**

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

**0-12 DEVELOP ROCK SOURCE**

Purchaser shall develop an existing rock source. Rock source development will involve clearing, stripping, drilling, shooting and processing. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

**1-1 ROAD PLAN CHANGES**

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

**1-2 UNFORESEEN CONDITIONS**

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

**1-3 ROAD DIMENSIONS**

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

**1-4 ROAD TOLERANCES**

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

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

**1-6 ORDER OF PRECEDENCE**

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

1. Addenda.
2. Typical Section Sheet.
3. Standard Lists.
4. Standard Details.

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

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

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

**1-9 DAMAGED METALLIC COATING**

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

**1-15 ROAD MARKING**

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

- Orange flagging and/or stakes for road centerline

**1-18 REFERENCE POINT DAMAGE**

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

**1-21 HAUL APPROVAL**

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

**1-22 WORK NOTIFICATIONS**

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

**1-23 ROAD WORK PHASE APPROVAL**

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

- Subgrade construction and compaction
- Drainage installation
- Rock application and compaction

**1-25 ACTIVITY TIMING RESTRICTION**

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

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
ALL ROADS	ALL ACTIVITIES	November 1 to March 31

**1-26 OPERATING DURING CLOSURE PERIOD**

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

Purchaser's maintenance plan must include a total volume of rock that will be provided at the Purchaser's expense in addition to what is specified in this road plan. This rock shall be available before permission is granted to operate during the closure period and will be used as necessary along the haul route. The Contract Administrator may direct the Purchaser where to apply this maintenance rock.

Rock from stockpiles may not be used for out of season maintenance.

**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 crushed rock roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

**1-33 SNOW PLOWING RESTRICTION**

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

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

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

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

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

Requirements for the South Lake Roesiger road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between the CLR-28 and South Lake Roesiger roads. The top of the CLR-28 road surfacing must be kept level with the surface of the South Lake Roesiger road at all times. The surface of the CLR-28 approach must slope up from the edge of the South Lake Roesiger road at the rate of 2 inches per foot for a distance of 15 feet, unless otherwise shown in the approach permit.

**SECTION 2 – MAINTENANCE**

**2-1 GENERAL ROAD MAINTENANCE**

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

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

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

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

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

**2-4 PASSAGE OF LIGHT VEHICLES**

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



## SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

### **3-1 BRUSHING**

On the prehaul maintenance roads, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

### **3-5 CLEARING**

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

### **3-8 PROHIBITED DECKING AREAS**

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 50%.
- Against 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. Grubbing must be completed before starting excavation and embankment.

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

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

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

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

### **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 cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

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

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

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

Purchaser shall scatter organic debris outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

## **SECTION 4 – EXCAVATION**

### **4-2 PIONEERING**

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

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

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

**4-4 SWITCHBACK STANDARDS**

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

**4-5 CUT SLOPE RATIO**

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (on side slopes 56-70%)	¾:1	150
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 turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

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

Purchaser shall construct turnarounds in accordance with the TURNAROUND DETAIL on all roads. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

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

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

#### **4-27 DITCH WORK – MATERIAL USE PROHIBITED**

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

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

Ditches must drain to cross-drain culverts or ditchouts.

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

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

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

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

**4-36 DISPOSAL OF WASTE MATERIAL**

Purchaser may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites identified by the Contract administrator.

**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.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

**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 by routing equipment over the entire width of each lift.

**4-61 SUBGRADE COMPACTION**

Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width.

## SECTION 5 – DRAINAGE

### **5-5 CULVERTS**

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

### **5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the MATERIALS LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

### **5-15 CULVERT INSTALLATION**

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings".

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

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

### **5-18 CULVERT DEPTH OF COVER**

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

**5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

**5-25 CATCH BASINS**

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

**5-26 HEADWALLS FOR CROSS DRAIN CULVERTS**

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

**5-27 ARMORING FOR CULVERTS**

At stream crossing culverts, Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

**6-2 ROCK SOURCE ON STATE LAND**

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source, a joint operating plan must be developed. All parties shall follow this plan.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
PURDY PIT	8+82 of the PD-02	3-INCH MINUS BALLAST, RIPRAP

**6-5 ROCK FROM COMMERCIAL SOURCE**

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense.

**6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE**

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

<u>Source</u>	<u>Rock Type</u>
PURDY PIT	3-INCH MINUS BALLAST, RIPRAP



**6-12 ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications:

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

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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked.

**6-14 DRILL AND SHOOT**

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

**6-23 ROCK GRADATION TYPES**

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile.

**6-34 3-INCH MINUS BALLAST ROCK**

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash.

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

**6-65 ROCK STOCKPILE LOCATION**

Purchaser shall stockpile rock as listed below. Clause 6-67 ROCK STOCKPILE SPECIFICATIONS.

<u>Rock Source</u>	<u>Rock Type</u>	<u>Quantity (c.y.)</u>	<u>Stockpile Location</u>
PURDY PIT	3-INCH MINUS	5,000	PURDY PIT

**6-67 ROCK STOCKPILE SPECIFICATIONS**

Rock stockpiles listed in Clause 6-65 ROCK STOCKPILE LOCATION must meet the following specifications:

Before placing aggregates upon the stockpile site, the site must be cleared of vegetation, trees, stumps, brush, rocks, or other debris and the ground leveled to a smooth, firm, uniform surface.

When completed, the stockpile must be neat and regular in shape. The stockpile height is limited to a maximum of 35 feet. Stockpiles in excess of 200 cubic yards must be built up in layers of not more than 4 feet deep. Stockpile layers must be constructed by trucks, clamshells, or other methods approved in writing by the Contract Administrator. Each layer must be completed over the entire area of the pile before depositing aggregates in the next layer. The aggregates may not be dumped so that they run down and over the lower layers in the stockpile.

Stockpiles of different types or sizes of aggregate must be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction before rock application.

**6-71 ROCK APPLICATION**

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the TYPICAL SECTION by routing equipment over the entire width.

**6-73 ROCK FOR WIDENED PORTIONS**

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

## SECTION 8 – EROSION CONTROL

### **8-2 PROTECTION FOR EXPOSED SOIL**

Purchaser shall provide and evenly spread a 3-inch layer of straw to all exposed soils at culvert installations. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

### **8-15 REVEGETATION**

Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

### **8-16 REVEGETATION SUPPLY**

The Purchaser shall provide the seed and fertilizer.

### **8-17 REVEGETATION TIMING**

Purchaser shall revegetate during the first available opportunity after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

### **8-18 PROTECTION FOR SEED**

Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover may consist of dispersed straw, jute matting, or clear plastic sheets. The protective cover requirement may be waived in writing by the Contract Administrator if Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

### **8-19 ASSURANCE FOR SEEDED AREA**

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Purchaser shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause. Restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and fertilizer at no addition cost to the state.

**8-25 GRASS SEED**

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

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

**8-28 FERTILIZER: LAKE ROESIGER WATERSHED**

Purchaser shall evenly spread fertilizer on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer mix is a special phosphorous free “Whatcom Waters” mix designed for use within the Lake Whatcom watershed. This fertilizer is available at Whatcom Farmers’ Cooperative in Lynden (360-354-2418) and must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen*	16
Phosphorous	0
Potassium	8
Sulphur	8
Inerts	68

\* 4.67% Ammonical Nitrogen + 11.33% Urea Nitrogen

SECTION 9 – POST-HAUL ROAD WORK

**9-3 CULVERT MATERIAL REMOVED FROM STATE LAND**

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

**9-5 POST-HAUL MAINTENANCE**

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

**9-10 LANDING DRAINAGE**

Purchaser shall provide for drainage of the landing surface.

**9-11 LANDING EMBANKMENT**

Purchaser shall slope landing embankments to the original construction specifications.

**9-21 ROAD ABANDONMENT**

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

<u>Road</u>	<u>Stations</u>
CLR-28	0+00 to 8+03

## 9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1.5:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

## SECTION 10 MATERIALS

### 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.

### 10-21 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.

### 10-24 GAUGE AND CORRUGATION

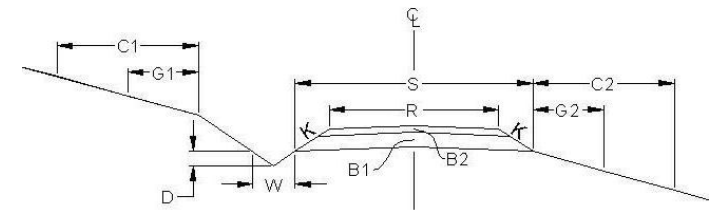
Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 <sup>2</sup> / <sub>3</sub> " X 1/2"
24" to 48"	14 (0.079")	2 <sup>2</sup> / <sub>3</sub> " X 1/2"
54" to 96"	14 (0.079")	3" X 1"

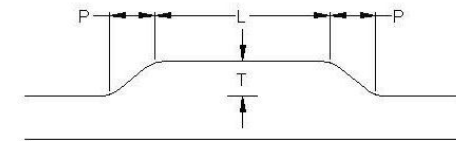


ROAD #		CLR-28	CLR-28	CLR-30	LR-ML
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		RECONSTRUCT	CONSTRUCT	PREHAUL	PREHAUL
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	2+86	0+00	0+00
STATION / MP		2+86	8+03	22+30	106+61
ROAD WIDTH	R	12	12	--	--
CROWN (INCHES @ C/L)		3	3	--	--
DITCH WIDTH	W	2	2	--	--
DITCH DEPTH	D	1	1	--	--
TURNOUT LENGTH	L	--	25	--	--
TURNOUT WIDTH	T	--	10	--	--
TURNOUT TAPER	P	--	25	--	--
GRUBBING	G1	5	5	--	--
	G2	5	5	--	--
CLEARING	C1	10	10	--	--
	C2	10	10	--	--
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1	--	--
❖ BALLAST DEPTH	B1	12	18	--	--
CUBIC YARDS / STATION		72	114	--	--
➤ TOTAL CY BALLAST		205	590	--	--
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		205	590	--	--
SUBGRADE WIDTH	S	14	16.5	--	12
BRUSHCUT (Y/N)		N	N	Y	Y
BLADE, SHAPE, & DITCH (Y/N)		N	N	N	N

### TYPICAL SECTION



### TURNOUT DETAIL (PLAN VIEW)



### SYMBOL NOTES

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
- Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.

### Rock Totals Summary

Type	Quantity (Cubic Yards)
3-Inch Minus Ballast	3,155
3-Inch Minus Stockpile	5,000
Rip Rap	95

ROAD #		LR-ML	LR-02	LR-11	LR-12	LR-14	LR-14	LR-1416
REQUIRED / OPTIONAL		OPTIONAL	REQUIRED	OPTIONAL	REQUIRED	REQUIRED	REQUIRED	OPTIONAL
CONSTRUCT / RECONSTRUCT		RECONSTRUCT	PREHAUL	CONSTRUCT	PREHAUL	RECONSTRUCT	CONSTRUCT	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION / MP TO		106+61	0+00	0+00	0+00	0+00	8+23	0+00
STATION / MP		116+05	36+66	1+00	4+01	8+23	16+56	4+64
ROAD WIDTH	R	12	--	12	--	12	12	12
CROWN (INCHES @ C/L)		3	--	3	--	3	3	3
DITCH WIDTH	W	3	--	3	--	3	3	3
DITCH DEPTH	D	1	--	1	--	1	1	1
TURNOUT LENGTH	L	50	--	--	--	50	50	--
TURNOUT WIDTH	T	10	--	--	--	10	10	--
TURNOUT TAPER	P	25	--	--	--	25	25	--
GRUBBING	G1	5	--	5	--	5	5	5
	G2	5	--	5	--	5	5	5
CLEARING	C1	10	--	10	--	10	10	10
	C2	10	--	10	--	10	10	10
ROCK FILLSLOPE	K:1	1 ½ : 1	--	1 ½ : 1	--	--	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	6	--	18	6	--	18	18
CUBIC YARDS / STATION		34	--	114	34	--	114	114
➤ TOTAL CY BALLAST		320	--	115	135	20	950	530
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		320	--	115	135	20	950	530
SUBGRADE WIDTH	S	13	12	16.5	13	12	16.5	16.5
BRUSHCUT (Y/N)		N	Y	N	Y	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		N	N	N	N	N	N	N

ROAD #		LR-16	LR-19				
REQUIRED / OPTIONAL		REQUIRED	REQUIRED				
CONSTRUCT / RECONSTRUCT		PREHAUL	RECONSTRUCT				
TOLERANCE CLASS (A/B/C)		C	C				
STATION / MP TO		0+00	0+00				
STATION / MP		9+48	8+29				
ROAD WIDTH	R	--	12				
CROWN (INCHES @ C/L)		--	3				
DITCH WIDTH	W	--	3				
DITCH DEPTH	D	--	1				
TURNOUT LENGTH	L	--	--				
TURNOUT WIDTH	T	--	--				
TURNOUT TAPER	P	--	--				
GRUBBING	G1	--	5				
	G2	--	5				
CLEARING	C1	--	10				
	C2	--	10				
ROCK FILLSLOPE	K:1	--	1 ½ : 1				
❖ BALLAST DEPTH	B1	--	6				
CUBIC YARDS / STATION		--	34				
➤ TOTAL CY BALLAST		10	280				
❖ SURFACING DEPTH	B2	--	--				
CUBIC YARDS / STATION		--	--				
➤ TOTAL CY SURFACING		--	--				
➤ TOTAL CUBIC YARDS		10	280				
SUBGRADE WIDTH	S	--	13				
BRUSHCUT (Y/N)		Y	N				
BLADE, SHAPE, & DITCH (Y/N)		N	N				

## MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
												18"                      16                      2 2/3" x 1/2" 24" – 48"              14                      2 2/3" x 1/2" 54" – 96"              14                      3" x 1"		
LR-ML	106+81	24	30	PD	--	--	2	3	L	NT	C	TYPE 5 STREAM		
LR-ML	109+33	24	30	PD	--	--	2	3	L	NT	C	TYPE 5 STREAM		
LR-ML	111+63	18	30	PD	--	--	2	3	L	NT	C			
LR-ML	113+81	24	30	PD	--	--	2	3	L	NT	C	TYPE 5 STREAM		
LR-11	1+39	18	30	PD	--	--	2	3	L	NT	C			
LR-14	0+74	18	30	PD	--	--	2	3	L	NT	C			
LR-14	4+12	18	30	PD	--	--	2	3	L	NT	C			
LR-14	13+08	18	30	PD	--	--	2	3	L	NT	C			
LR-14	15+66	18	30	PD	--	--	2	3	L	NT	C			
LR-1416	1+13	18	30	PD	--	--	2	3	L	NT	C			
LR-1416	3+43	18	30	PD	--	--	2	3	L	NT	C			
LR-16	2+72	18	30	PD	--	--	2	3	L	NT	C	RECONSTRUCT DITCH FROM 2+22 to 3+22. COVER WITH 10 CUBIC YARDS 3-INCH MINUS		
LR-19	0+15	18	30	PD	--	--	2	3	L	NT	C			
LR-19	1+83	18	30	PD	--	--	2	3	L	NT	C			
LR-19	5+08	--	--	--	--	--	--	--	--	--	--	CLEAN INLET OF EXISTING CULVERT		
LR-19	6+93	18	30	PD	--	--	2	3	L	NT	C			

GM – Galvanized Metal    PS – Polyethylene Pipe Single Wall    PD – Polyethylene Pipe Dual Wall    AM – Aluminized Metal    C – Concrete    XX – PD or GM  
 H – Heavy Loose Riprap    L – Light Loose Riprap    SR – Shot Rock    NT – Native (Bank Run)    QS – Quarry Spalls



## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Cuts and Fills

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

### Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Inslope or outslope 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, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

### Drainage

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

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Preventative Maintenance

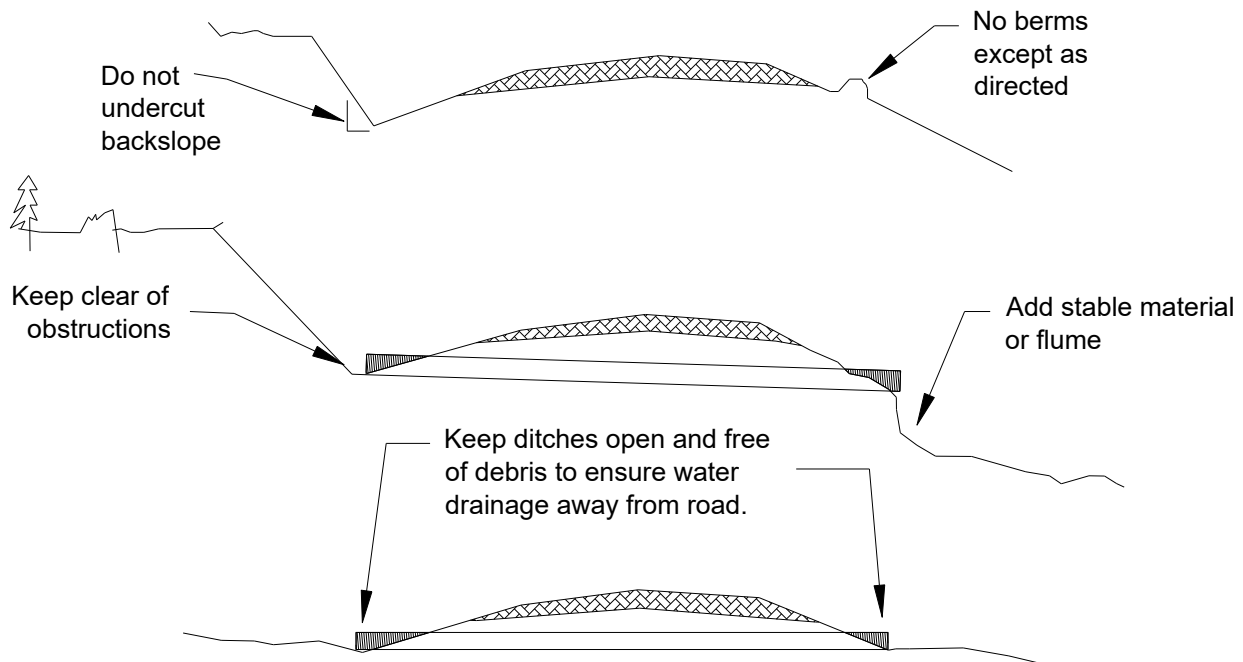
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

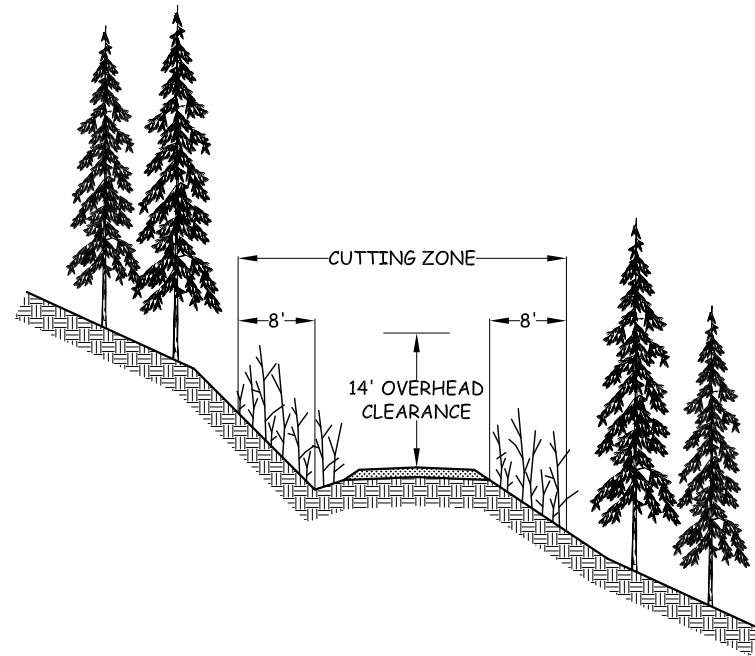
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

### Debris

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



## ROAD BRUSHING DETAILS



### SPECIFICATIONS

BRUSH SHALL BE CUT ON THE ROAD SURFACE AND 8 ft. BACK FROM ROAD DITCH AND OUTSIDE EDGE OF RUNNING SURFACE.

ON THE INSIDE OF SWITCHBACKS AND TIGHT CURVES, BRUSH SHALL BE CUT BACK 16 ft. FOR VISIBILITY.

ON TRUCK TURNOUTS, BRUSH SHALL BE CUT 8 ft. BACK FROM OUTSIDE EDGE.

BRUSH SHALL BE CUT TO PROVIDE AN OVERHEAD CLEARANCE OF 14 ft. ABOVE THE ROAD RUNNING SURFACE.

BRUSH SHALL BE CUT TO WITHIN 6 in. OF THE GROUND.

SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

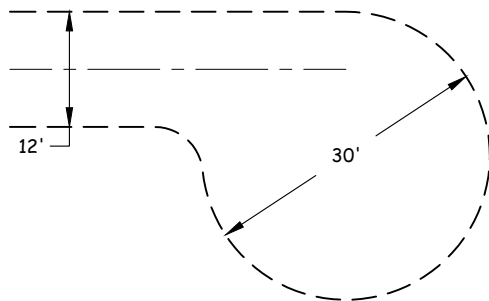
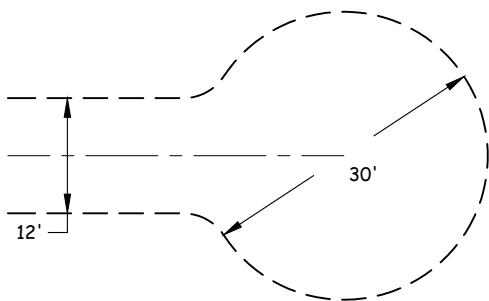
DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

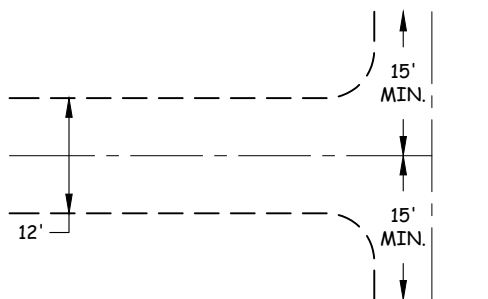
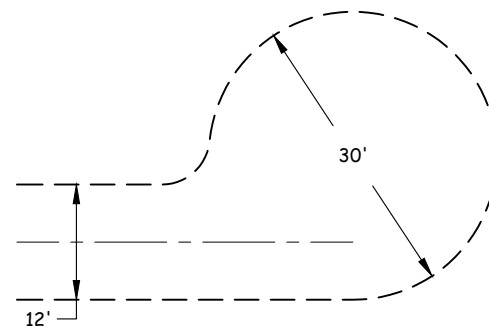
CONTRACT #	PROJECT	SHEET
30-106246	COUGAR	31 OF 33



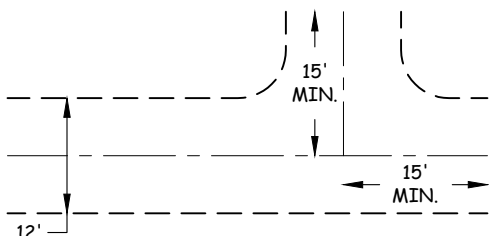
## TURNAROUND DETAILS



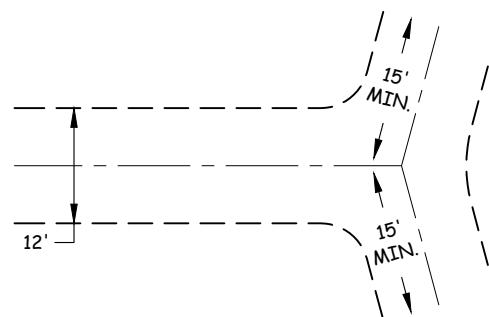
CUL-DE-SAC



HAMMERHEAD



3-POINT SIDE



3-POINT WYE

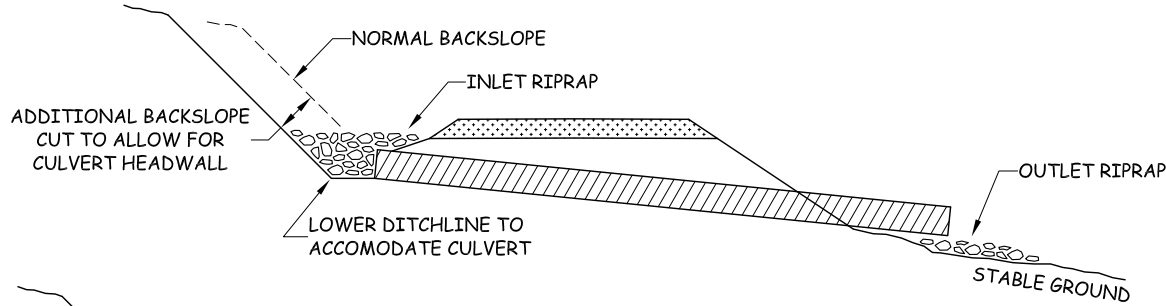
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

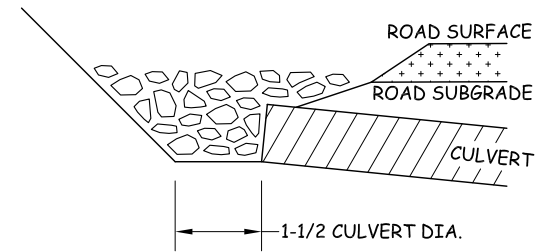
CONTRACT # 30-106246	PROJECT COUGAR	SHEET 32 OF 34
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# CULVERT AND DRAINAGE SPECIFICATIONS

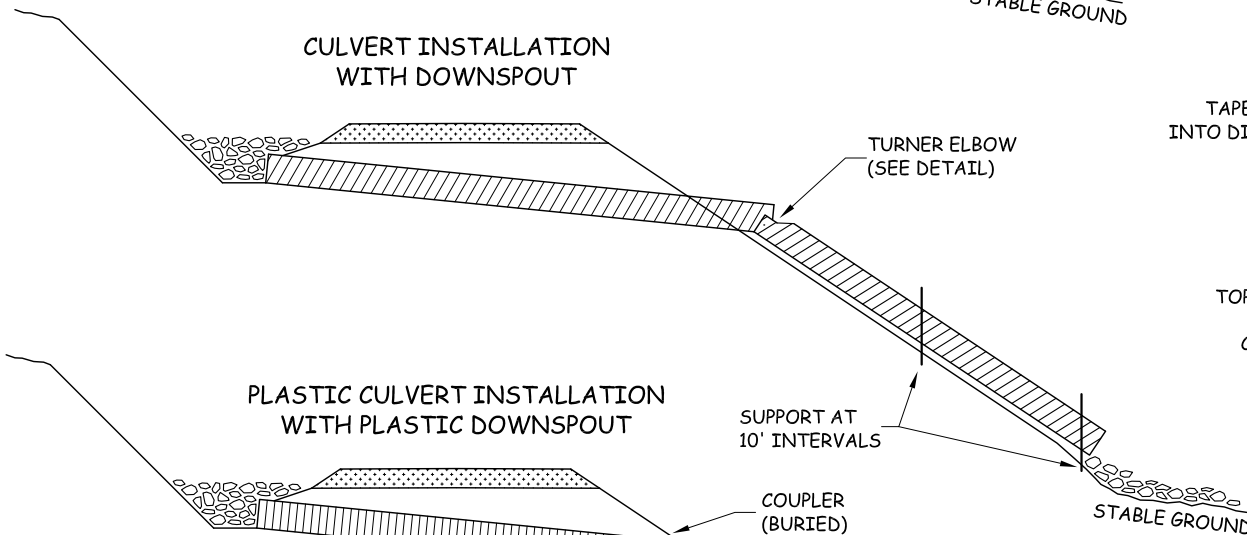
**CULVERT INSTALLATION (TYPICAL)**



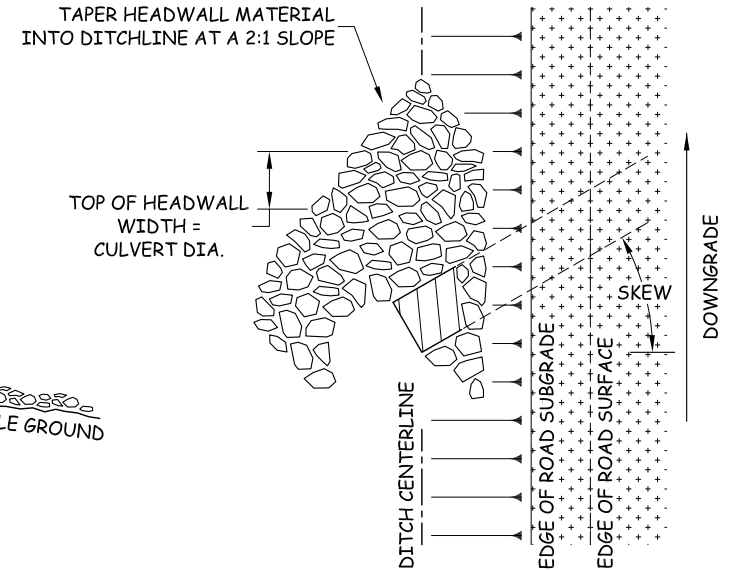
**CULVERT HEADWALL - SECTION VIEW**



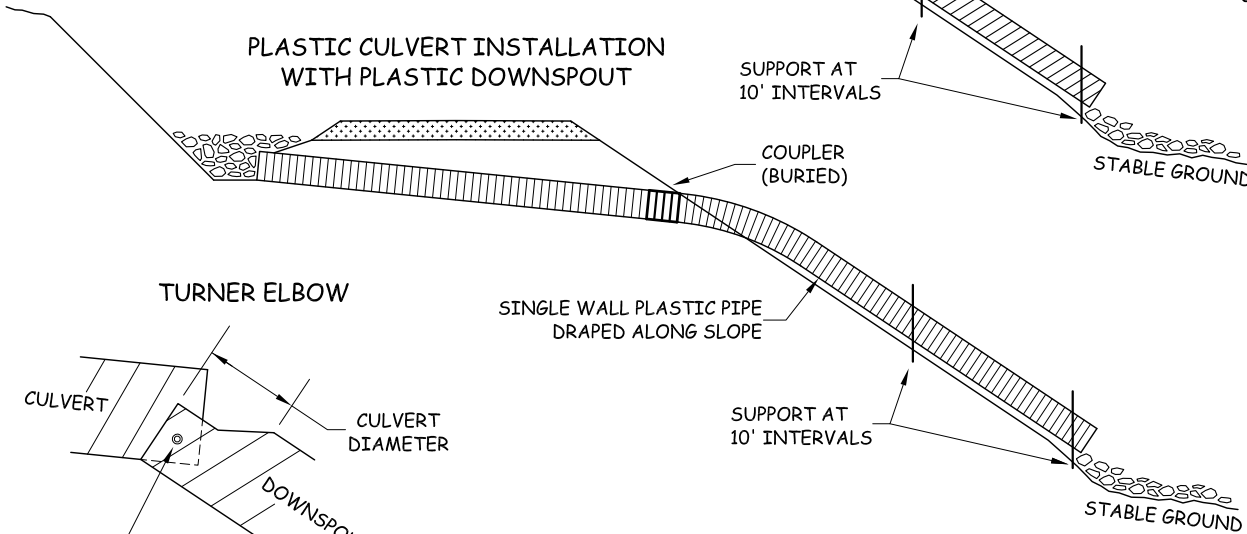
**CULVERT INSTALLATION WITH DOWNSPOUT**



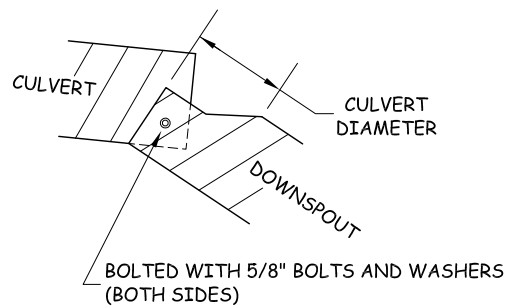
**CULVERT HEADWALL - PLAN VIEW**



**PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT**



**TURNER ELBOW**



**HEADWALL NOTE:**  
 HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT # 30-106246	PROJECT COUGAR	SHEET 33 OF 34
-------------------------	-------------------	-------------------



WASHINGTON STATE  
DEPT. OF NATURAL RESOURCES  
NORTHWEST REGION

# PURDY PIT PLAN 8+82 of the PD-02



MOVE OVERBURDEN  
HERE

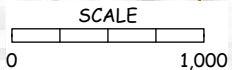
PIT EXPANSION

STRIP ENTIRE EXPANSION AREA  
TAGGED OUT AS RIGHT-OF-WAY

DEVELOP PIT TOWARDS  
NORTHEAST AND EAST

MAINTAIN ACCESS ROAD TO TOP

ADD NEW STOCKPILE  
ONTO EXISTING  
OF 3" MINUS



CONTRACT #  
30-106246

PROJECT  
COUGAR

SHEET  
34 OF 34

3000 Rockefeller Ave. MS 604  
Everett, WA 98201  
1-800-562-4367  
425-388-3311

# Snohomish County Planning and Development Services

## Right-of-Way Permit D1 - Access/Culvert

Assessor Tax#: 290722-002-001-00

Permit# **24 107917 D1**

Site Address: JOB LOCATION SNOHOMISH

Ref#: 24107917

Alert! See Property Restrictions Tab for Restriction(s) on Property.

Expires: 10/01/2025

Issued: 10/01/2024

By: SCDSSET

Type: Temporary Logging Access    Work Proposed: R/W Construction

Permit Description: Install driveway access per county standards for temporary logging activity (DNR). This permit authorizes work ONLY in the public right-of-way for the purpose of creating access to your private property from the county road. It does not imply or provide approval for a private driveway or private road construction or any future development that you may choose to do on your private property.

Applicant: Jeremy Westra - DNR

919 N TOWNSHIP ST SEDRO WOLLEY, WA 98284

Cell (360) 982-1432

Sec Twn Rng: 22-29-7    16th: 16    Lot:

Subdivision:

RefFile#:

R/W Inspector: Darren Hansen

Project Name: S Lake Stevens Rd

**Special Conditions:**

DNR Class III FPA2819529

Replace expired 06 130799 D1 & 09 100203 D1. DNR temporary access for Class III logging activity.

Logging access on S Lk Stevens Rd approx. .4 miles north of intersection with Monroe Camp Road

Contact Darren Hansen 425 249 6958 to advise of start of activity and when complete and access blocked/abandoned to close out permit.

See Attached Condition Page

A Dept. of Public Works traffic control or Haul Route permit is required prior to construction. Public Works must be contacted if the construction activity is within the vicinity of a signaled intersection. (SCC 13.40)

**ACCESS TYPE:** Concrete rolled or vertical curb section, portland cement concrete approaches must extend from the curb to the sidewalk as shown on Standard Drawings 2-020 E.D.D.S. In areas where concrete curbing is not existing, asphalt or cement concrete approaches shall be used as shown on Standard Drawing 2-030 and 2-035 E.D.D.S.

**SIGHT DISTANCE:** The driveway sight distance with the public road shall comply with Section 3-08 E.D.D.S.

**ACCESS WIDTH:** Residential 10 feet minimum up to 30 feet maximum per EDDS Chapter 2 Access.

**DRAINAGE:** All surface drainage from driveways must be contained and directed to an open ditch or to the curb and gutter section.

No surface drainage shall flow onto a County road surface. The surface of the driveway shall have a slope of 2% toward the ditch from its connection with County road pavement.

**WORK IMPROPERLY PERFORMED** will be subject to removal by County Forces. In the event this occurs, the applicant will be charged for the materials and labor necessary to restore the improvement to a condition satisfactory to the Department of Public Works.

**DIG INSTRUCTIONS:** Call two working days before you dig, 1-800-424-5555 (or 811) Utilities Underground Location Center.

For preconstruction meeting, questions, inspections, contact site inspector listed: Darren Hansen 425 249 6958; Jared Anderson 425 231 8111; Jason Moore 425 422 7583; Dan Mus 425 330 0089.

Call 425 388 3385 for permit renewal.

OK To Cover: Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Backfill and Final Grading Approved: Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

**PERMIT RENEWAL REQUIREMENTS:** Request permit renewal in writing 30 days prior to permit expiration. Complete new right-of-way permit application. Pay permit renewal fee of one-half the original permit fee.

## **Right-of-Way Permit D1 - Access/Culvert**

### **13.01.030 Engineering Design and Development Standards (EDDS)**

All work performed under any permit issued under this title shall conform to the Engineering Design and Development Standards

### **13.10.090 Defense, hold harmless, and indemnification**

Grantee agrees to indemnify, defend, and hold harmless Snohomish County, its elected and appointed officials, employees, authorized agents, and volunteers (collectively, the "County Parties") from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of the acts or omissions related to activity conducted under this Permit by Grantee or its directors, officers, authorized agents, employees, contractors, subcontractors, or licensees (collectively, the "Grantee Parties"). Grantee shall cooperate with the County while conducting its defense of the County and shall select counsel who does not have a conflict of interest with the County. Grantee's indemnification obligations shall extend to any settlement made by Grantee. Grantee's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Permit.

If activity conducted under this Permit is subject to RCW 4.24.115, liability for damages arising out of bodily injury to persons, death, or property damage caused by or resulting from the concurrent negligence of the Grantee Parties and the County Parties, Grantee's liability shall be only to the extent of Grantee Parties' negligence.

This indemnification by Grantee is in addition to the indemnification provisions of any utility franchise agreement between Grantee and Snohomish County. To the extent this indemnification conflicts with the utility franchise agreement, the language of the utility franchise agreement shall control.

### **13.10.150 Assignments**

No permit or any rights thereunder to move, haul, place or construct objects or features within the right-of-way may be transferred, assigned or sublet. Rights to use the right-of-way for objects or features placed or constructed within the right-of-way under a valid permit that are of a permanent nature and associated with the use of real property may be transferred by the permittee with title to the associated real property, unless otherwise stated in this title or noted on the permit. Any conditions attached to the permit for continued maintenance of the objects or features by the permittee, and continued provision of protection and security to the county in accordance with SCC [13.10.090](#), SCC [13.10.100](#) and SCC [13.10.106](#) shall also be transferred.

### **13.10.160 Renewals**

- (1) Type A, Type C and Type D7 permits may not be renewed. All other Types of right-of-way permits may be renewed as allowed by this title.
- (2) Where renewal of a permit is permitted, the renewal shall be:
  - (a) Limited to one renewal;
  - (b) Applied for within 30 days of the expiration of the original permit on an application form provided by the department;
  - (c) For a time period no longer than the duration of the original permit; and
  - (d) The duration of the renewal shall be calculated from the expiration date of the original permit.
- (3) Fees for permit renewals shall be 50 percent of the total fees as provided in chapter [13.110](#) SCC; except that the fees for renewal of Type B1, B2, B3 and B4 permits shall be determined at the engineer's discretion but in an amount not to exceed the total fees for the original permit.
- (4) Any application to renew a permit shall be reviewed by the engineer, who may approve, deny, or approve with conditions, regardless of whether or not such conditions were contained in the prior permit.
- (5) In addition to any other conditions imposed by the engineer, an application for a renewal must satisfy the following:
  - (a) Continued use of the right-of-way is essential to complete the work or activity previously authorized;
  - (b) The permit holder has complied with the conditions of the prior permit and all other applicable requirements;
  - (c) All required fees, charges and performance deposits have been paid by the permittee;
  - (d) All required insurance certificates and performance security have been filed with the county and will continue to be in effect through the requested renewal period, and, where required, beyond said period; and
  - (e) Continuation of the private use of the public right-of-way shall not adversely affect the public health, safety or welfare.
- (6) Renewal of a Type D permit whose expiration is tied to related title [30](#) SCC land disturbing activity or construction permit(s), shall be renewed at the same time, and may have the same expiration date, as the associated title [30](#) SCC land disturbing activity permit(s).

### **13.10.170 Suspension or revocation**

- (1) The engineer may suspend or revoke any permit by giving the permittee written notice thereof if:
  - (a) The permit was procured by fraud or misrepresentation;
  - (b) Construction or existence of the permitted activity creates an unsafe condition with respect to the public, public property, any abutting property, or other property, person, or thing lawfully in the right-of-way;
  - (c) The permittee has breached any provision of the permit and has not cured such breach after being given written notice to do so by the engineer;
  - (d) The permittee has failed to comply with any provision of this title or any other applicable law, statute, code provision, or regulation;
  - (e) The permittee has failed to pay any costs, penalties or fees imposed pursuant to this title; or
  - (f) The permittee has permitted or maintained any nuisance on, in, under or over the right-of-way.
- (2) Upon suspension or revocation of any permit, the permittee shall remove any material placed on, over, under or in the right-of-way by the permittee and restore the right-of-way to such condition as existed immediately prior to the permittee's commencement of work under the permit at issue. If after reasonable notice by the engineer, the permittee fails to do so, such restoration work may be performed by the county to the extent deemed appropriate by the engineer at the sole cost of the permittee. The engineer may take any steps the engineer deems appropriate to collect such costs and all costs of collection, including reasonable attorney's fees.

### **RCW**

Per Section 19.122.030(3) RCW The County can provide available information as to the location of County owned storm drainage systems in the public rights of way. The information is available at the Public Works Public Service County or by visiting: [http://www.co.snohomish.wa.us/PWApp/SWM/drainage\\_maps/index.html](http://www.co.snohomish.wa.us/PWApp/SWM/drainage_maps/index.html)

Permittee shall comply with the call before digging requirements in Title 19 RCW.



**TEMPORARY LOGGING ACCESS**

**PERMIT NUMBER 24 107947 D1**

**FPA2819529**

**S. Lake Stevens Road, .4 miles from Monroe Camp Road Intersection**

**Tax Parcel 290722 002 001 00**

A Pre Construction meeting is not required. Contact Darren Hansen to advise of job start and for final inspection when complete 425 249 6958.

All required permits and approvals shall be obtained prior to start of logging activity.

A Dept. of Public Works traffic control or Haul Route permit is required prior to construction. Public Works must be contacted if the construction activity is within the vicinity of a signaled intersection. (SCC 13.40)

Install erosion control measures downstream of access.

Install traffic warning signs on County road during logging activity.

Clear access to provide adequate site distance.

Install temporary logging access 15'X50'X0.5' minimum depth with 4"-6" quarry spalls and maintain as needed to prevent tracking of mud and debris onto county right-of-way.

Remove and replace any pavement damaged by logging activity.

Road shoulders disturbed by excavation shall be shaped to County standards per EDDS 8-05, 8-030/8-040 (attached), followed with a minimum of 2" of compacted 5/8" crushed top coarse gravel.

Remove access (and culvert if installed) and restore the shoulder and ditch to existing condition with 1 (one) year if permanent access is not installed. If permanent access is proposed, contact site inspector Darren Hansen 425 249 6958 for information.

# SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Cascade

SALE/PROJECT NAME: Cougar

CONTRACT #: 30-106246

ROAD NUMBERS:	CLR-28, LR-14, LR-1416	CLR-28, LR-ML, LR-14, LR-19	CLR-30, LR-ML, LR-12, LR-16
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	19.14	28.82	179.06
CLEARING & GRUBBING:	\$8,720	\$1,767	\$0
EXCAVATION & FILL:	\$21,248	\$5,506	\$0
MISC. MAINTENANCE:	\$0	\$0	\$6,111
ROAD ROCK:	\$117,938	\$24,036	\$4,333
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$4,480	\$7,612	\$640
STRUCTURES:	\$0	\$0	\$0
MOBILIZATION:	\$3,176	\$3,176	\$440
TOTAL COSTS:	\$155,562	\$42,097	\$11,524
COST PER STATION:	\$8,128	\$1,461	\$64
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$839	

**TOTAL (All Roads) = \$210,021**  
**ESTIMATED PRECRUISE SALE VOLUME MBF = 5000**  
**ESTIMATED TOTAL \$/MBF = \$42.00**

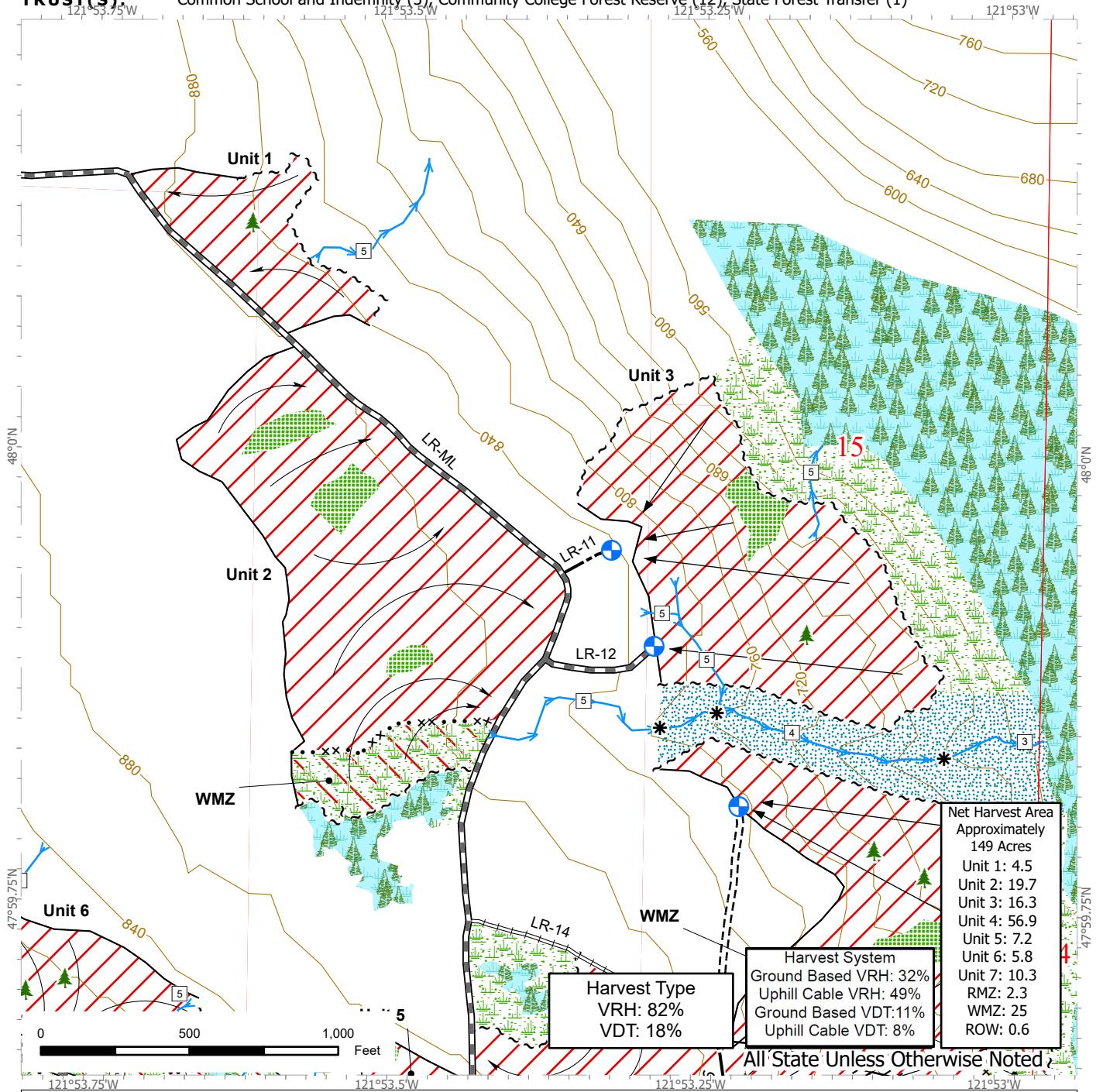
Compiled by: J. Westra

Date: 5/7/2024

# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
**AGREEMENT #:** 30-106246  
**TOWNSHIP(S):** T29R7E  
**TRUST(S):** Common School and Indemnity (3), Community College Forest Reserve (12), State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 529-908



Net Harvest Area	
Approximately 149 Acres	
Unit 1:	4.5
Unit 2:	19.7
Unit 3:	16.3
Unit 4:	56.9
Unit 5:	7.2
Unit 6:	5.8
Unit 7:	10.3
RMZ:	2.3
WMZ:	25
ROW:	0.6

Harvest Type	
VRH:	82%
VDT:	18%

Harvest System	
Ground Based VRH:	32%
Uphill Cable VRH:	49%
Ground Based VDT:	11%
Uphill Cable VDT:	8%

All State Unless Otherwise Noted

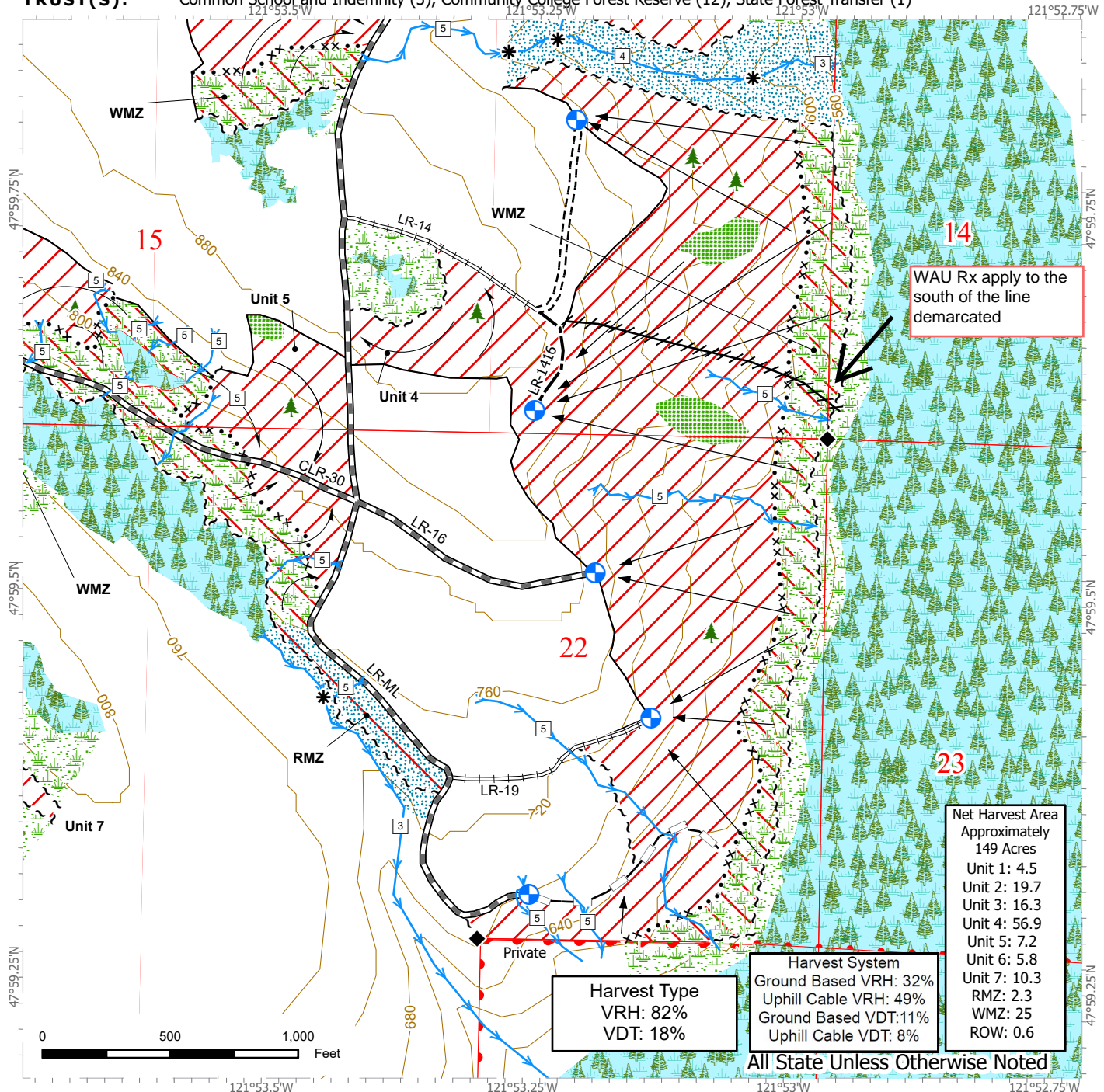
- |                             |                           |                               |
|-----------------------------|---------------------------|-------------------------------|
| Variable Density Thinning   | Ground                    | Required Pre-Haul Maintenance |
| Variable Retention Harvest  | Cable                     | Required Construction         |
| Public Land Survey Sections | Landing - Proposed        | Required Reconstruction       |
| Leave Tree Area             | Leave Tree Area <1/4-acre | Optional Construction         |
| Wetland Mgt Zone            | Sale Boundary Tags        |                               |
| Riparian Mgt Zone           | Special Mgmt Area Tags    |                               |
| Forested Wetland            | Timber Type Change        |                               |
| Stream                      | Woods Creek WCAU Boundary |                               |



# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
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WAU Rx apply to the south of the line demarcated

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Approximately 149 Acres	
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All State Unless Otherwise Noted

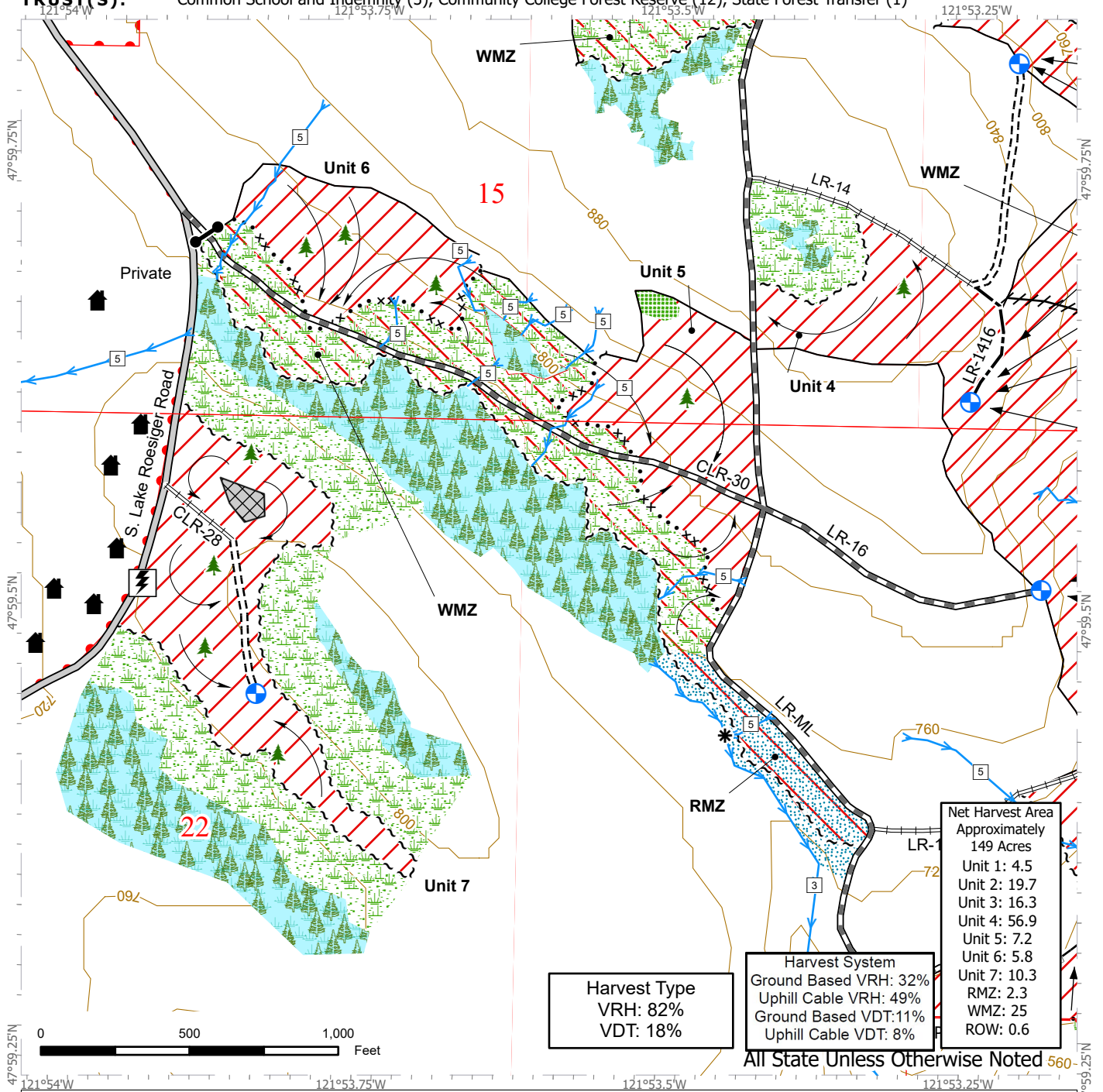
	Variable Density Thinning		Ground		Property Line
	Variable Retention Harvest		Cable		Required Pre-Haul Maintenance
	Public Land Survey Sections		Landing - Proposed		Required Construction
	Leave Tree Area		Leave Tree Area <1/4-acre		Required Reconstruction
	Wetland Mgt Zone		Survey Monument		Optional Construction
	Riparian Mgt Zone		Sale Boundary Tags		Optional Reconstruction
	Forested Wetland		Special Mgmt Area Tags		
	Stream		Timber Type Change		
			Woods Creek WAU Boundary		



# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
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**ELEVATION RGE:** 529-908



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Approximately	149 Acres
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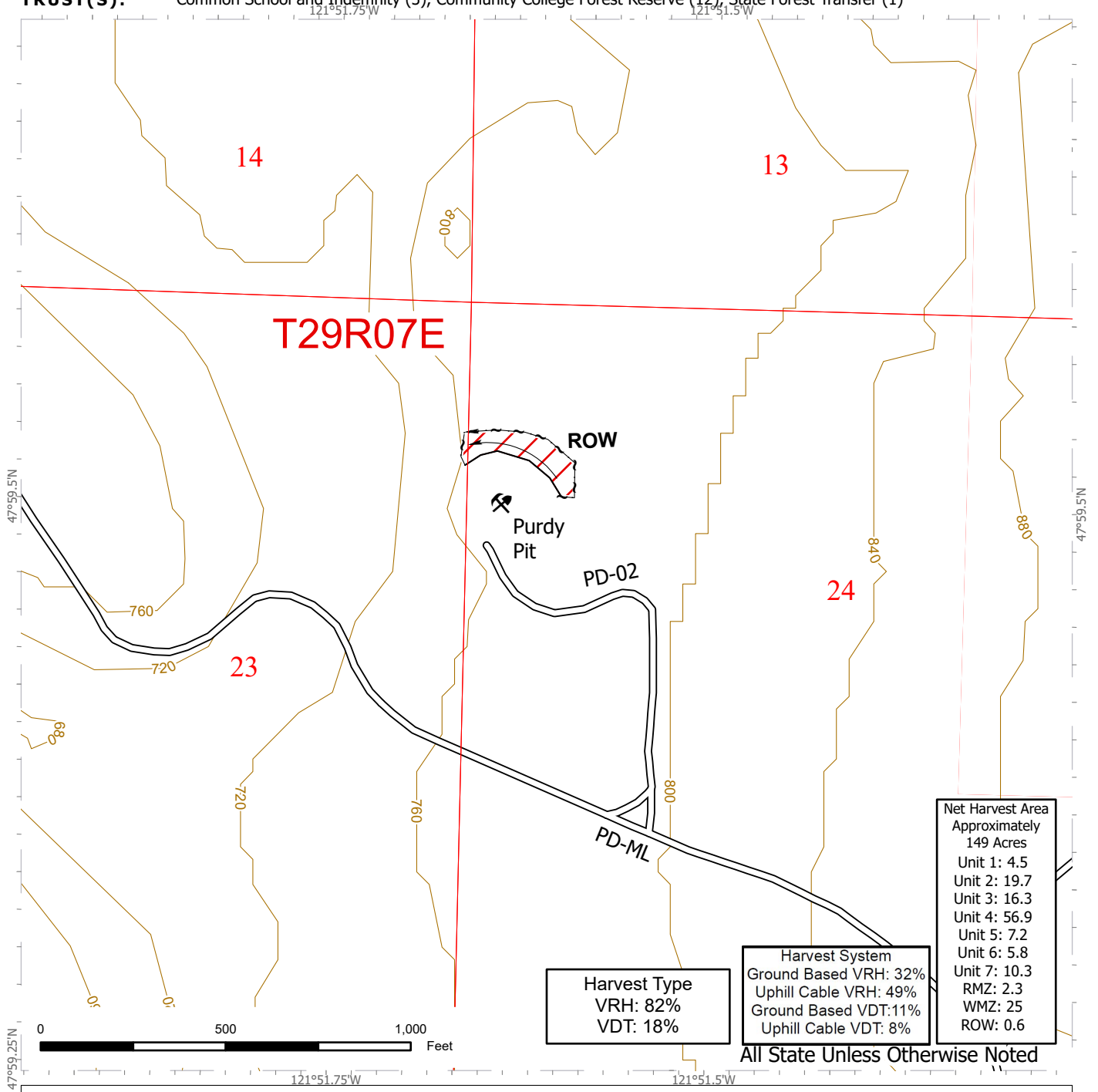
All State Unless Otherwise Noted

Variable Density Thinning	Ground	Timber Type Change
Variable Retention Harvest	Cable	Woods Creek WAU Boundary
Public Land Survey Sections	Landing - Proposed	Property Line
Leave Tree Area	Leave Tree Area <1/4-acre	County Road
Non-Tradeable Leave Clump	Gate (F1-3)	Required Pre-Haul Maintenance
Wetland Mgt Zone	Utility Box	Required Construction
Riparian Mgt Zone	Structure	Required Reconstruction
Forested Wetland	Sale Boundary Tags	Optional Construction
Stream	Special Mgmt Area Tags	Optional Reconstruction

# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
**AGREEMENT #:** 30-106246  
**TOWNSHIP(S):** T29R7E  
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All State Unless Otherwise Noted

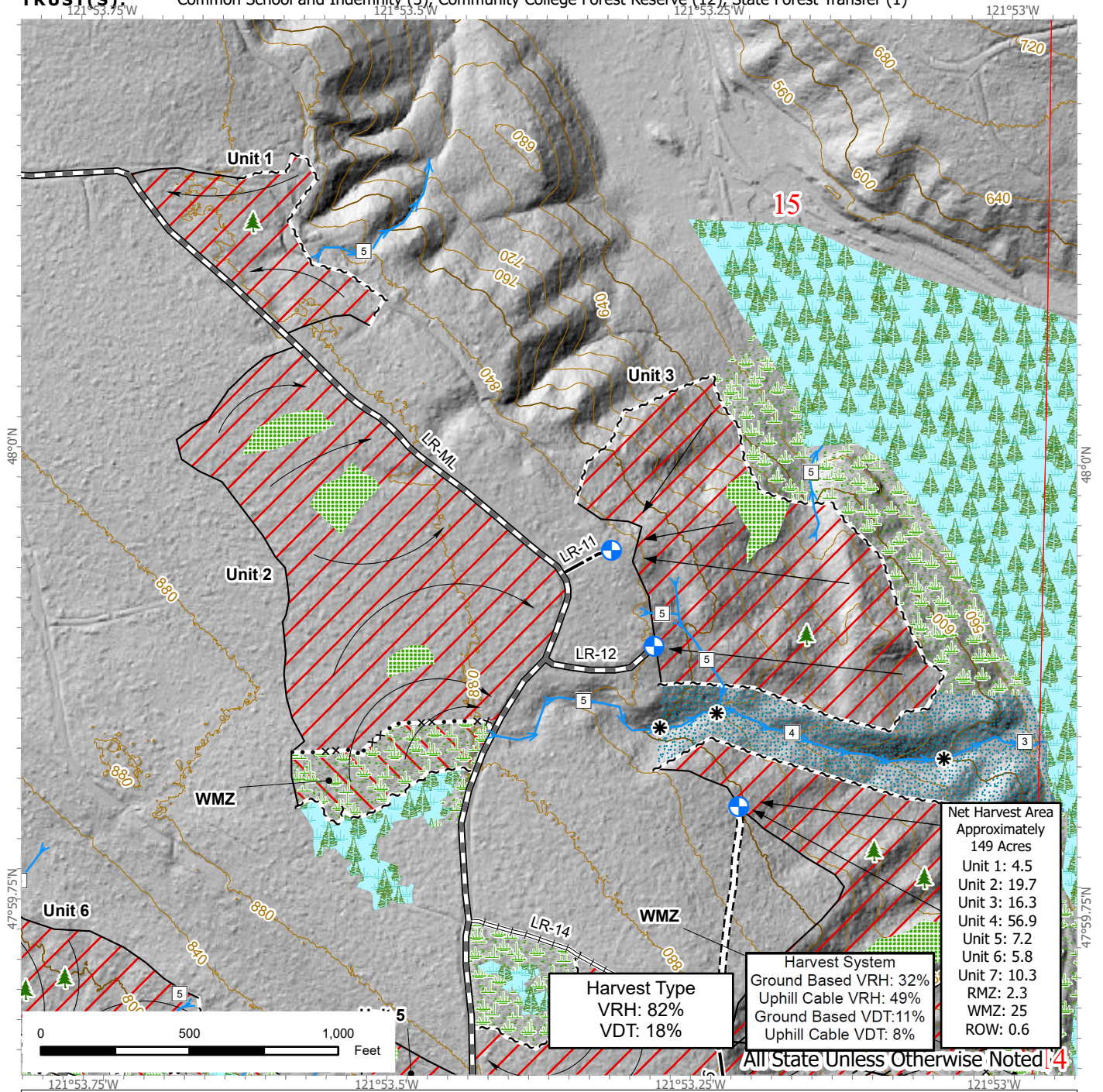
Rock Pit Expansion	Ground	Existing Roads
Public Land Survey Sections	Rock Pit	
	Right of Way Tags	
	Timber Type Change	



# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
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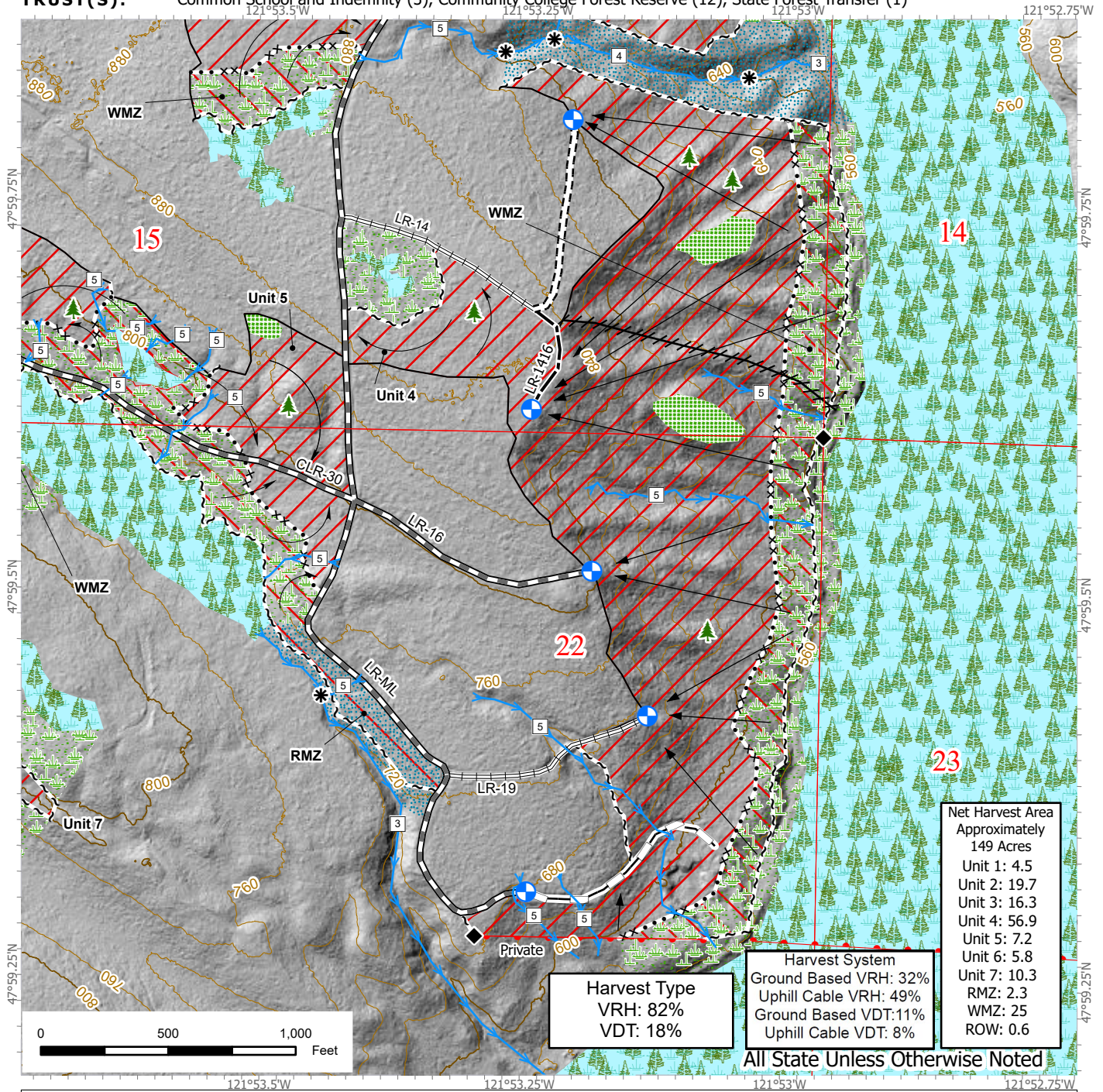
	Variable Density Thinning		Ground		Required Pre-Haul Maintenance
	Variable Retention Harvest		Cable		Required Construction
	Public Land Survey Sections		Landing - Proposed		Required Reconstruction
	Leave Tree Area		Leave Tree Area <1/4-acre		Optional Construction
	Wetland Mgt Zone		Sale Boundary Tags		
	Riparian Mgt Zone		Special Mgmt Area Tags		
	Forested Wetland		Timber Type Change		
	Stream		Woods Creek WAU Boundary		



# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
**AGREEMENT #:** 30-106246  
**TOWNSHIP(S):** T29R7E  
**TRUST(S):** Common School and Indemnity (3), Community College Forest Reserve (12), State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 529-908



Net Harvest Area	
Approximately 149 Acres	
Unit 1:	4.5
Unit 2:	19.7
Unit 3:	16.3
Unit 4:	56.9
Unit 5:	7.2
Unit 6:	5.8
Unit 7:	10.3
RMZ:	2.3
WMZ:	25
ROW:	0.6

Harvest Type	
VRH:	82%
VDT:	18%

Harvest System	
Ground Based VRH:	32%
Uphill Cable VRH:	49%
Ground Based VDT:	11%
Uphill Cable VDT:	8%

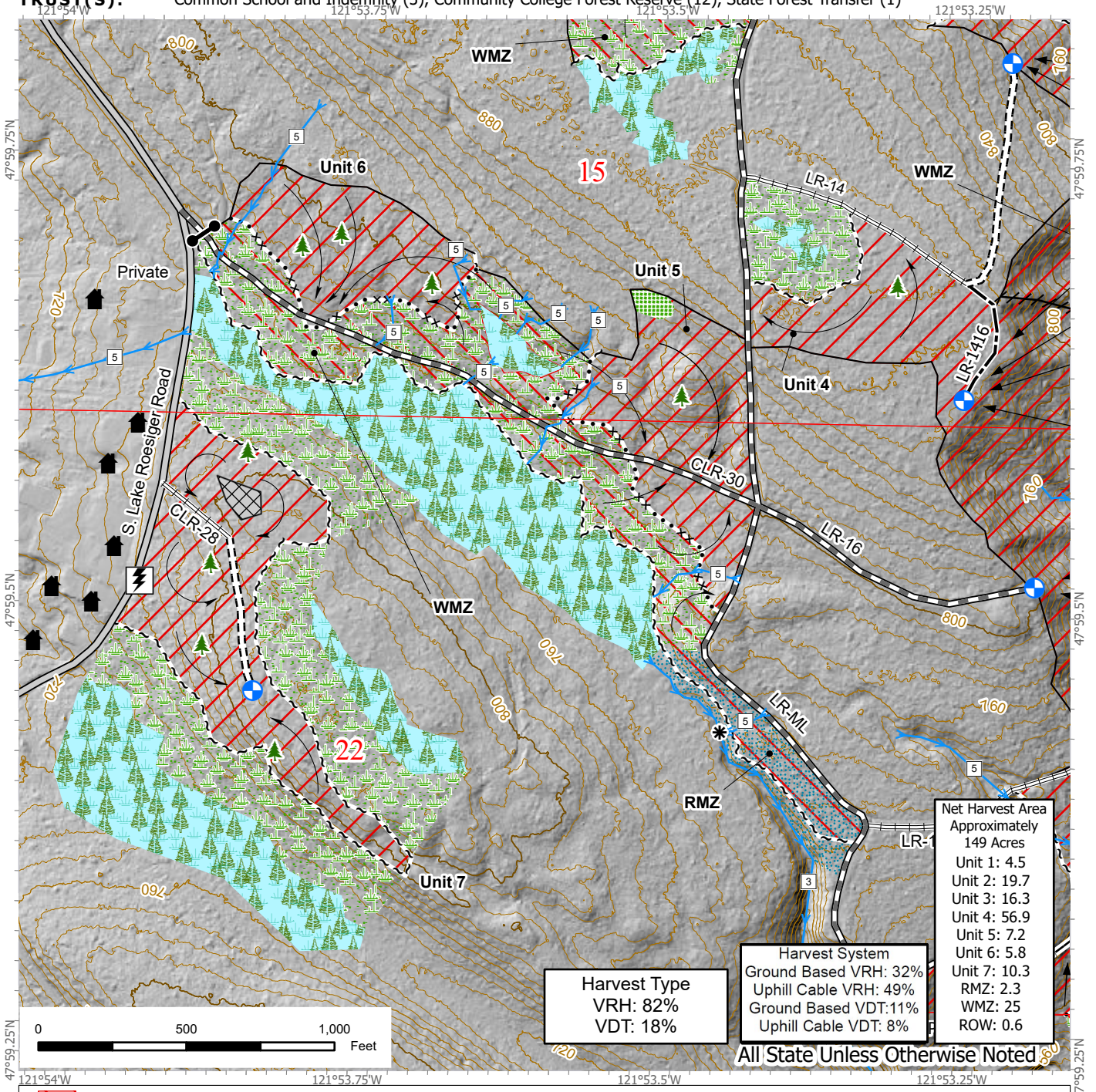
All State Unless Otherwise Noted

- |                             |                           |                               |
|-----------------------------|---------------------------|-------------------------------|
| Variable Density Thinning   | Ground                    | Property Line                 |
| Variable Retention Harvest  | Cable                     | Required Pre-Haul Maintenance |
| Public Land Survey Sections | Landing - Proposed        | Required Construction         |
| Leave Tree Area             | Leave Tree Area <1/4-acre | Required Reconstruction       |
| Wetland Mgt Zone            | Survey Monument           | Optional Construction         |
| Riparian Mgt Zone           | Sale Boundary Tags        | Optional Reconstruction       |
| Forested Wetland            | Special Mgmt Area Tags    |                               |
| Stream                      | Timber Type Change        |                               |
|                             | Woods Creek WAU Boundary  |                               |

# LOGGING PLAN MAP

**SALE NAME:** COUGAR  
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All State Unless Otherwise Noted

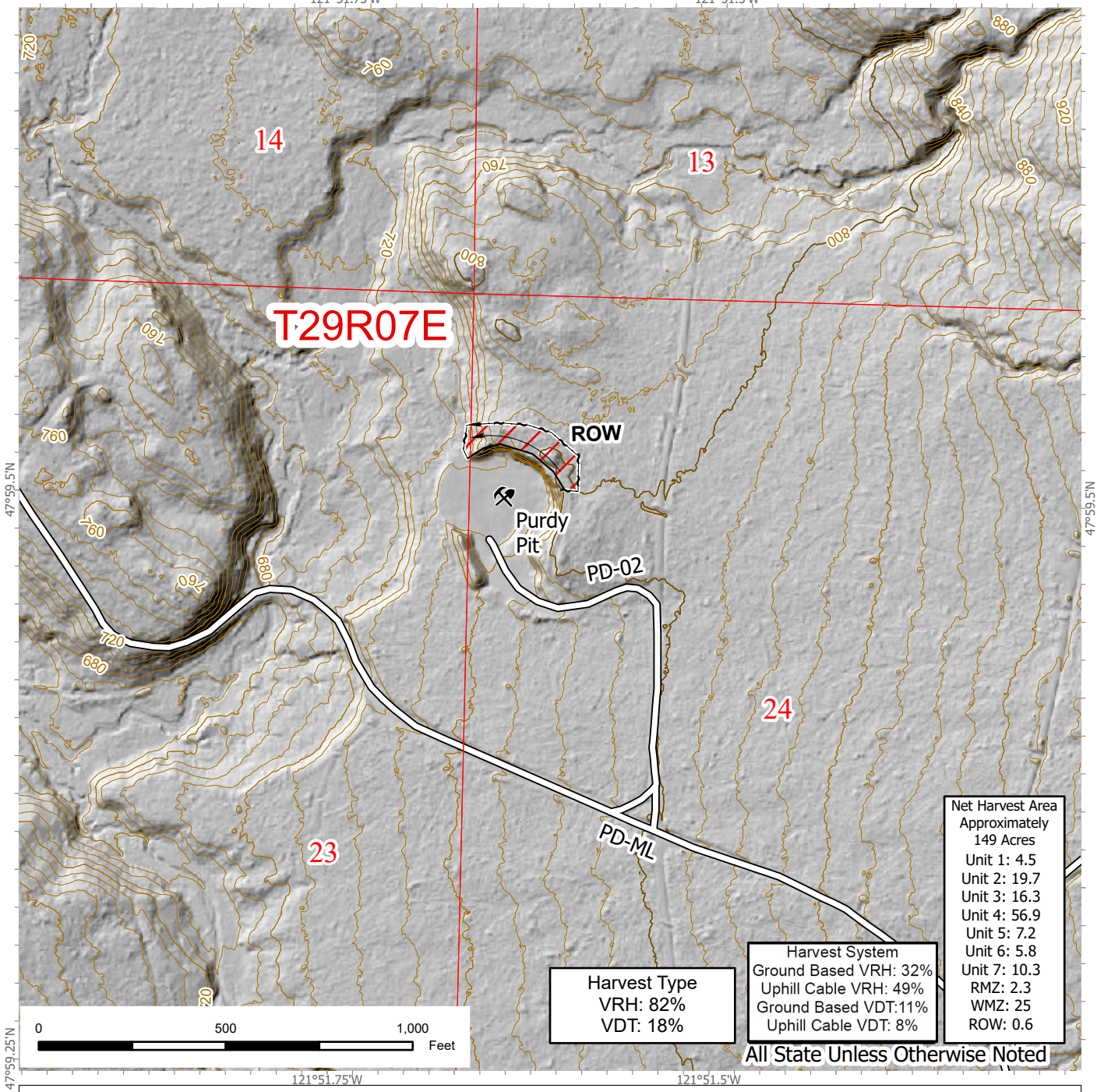
- |                             |                           |                               |
|-----------------------------|---------------------------|-------------------------------|
| Variable Density Thinning   | Ground                    | Timber Type Change            |
| Variable Retention Harvest  | Cable                     | Woods Creek WAU Boundary      |
| Public Land Survey Sections | Landing - Proposed        | Property Line                 |
| Leave Tree Area             | Leave Tree Area <1/4-acre | County Road                   |
| Non-Tradeable Leave Clump   | Gate (F1-3)               | Required Pre-Haul Maintenance |
| Wetland Mgt Zone            | Utility Box               | Required Construction         |
| Riparian Mgt Zone           | Structure                 | Required Reconstruction       |
| Forested Wetland            | Sale Boundary Tags        | Optional Construction         |
| Stream                      | Special Mgmt Area Tags    | Optional Reconstruction       |



# LOGGING PLAN MAP

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Uphill Cable VRH:	49%
Ground Based VDT:	11%
Uphill Cable VDT:	8%

Harvest Type	
VRH:	82%
VDT:	18%

All State Unless Otherwise Noted

Rock Pit Expansion	Ground	Existing Roads
Public Land Survey Sections	Rock Pit	
	Right of Way Tags	
	Timber Type Change	

