

**AGREEMENT NO**: 30-104155

#### TIMBER NOTICE OF SALE

**SALE NAME**: FIVE DOLLAR BILL

AUCTION: January 30, 2025 starting at 10:00 a.m., COUNTY: Lewis

Pacific Cascade Region Office, Castle Rock, WA

**SALE LOCATION:** Sale located approximately 25 miles west of Chehalis

PRODUCTS SOLD

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

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

timber 60 inches DBH and larger, and snags bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink "Timber Harvest Boundary"

flagging, and reprod;

All forest products above located on part(s) of Sections 22, 23 and 27 all in Township 14

North, Range 5 West, W.M., containing 79 acres, more or less.

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

no: BVC-SFIFM-018227)

#### ESTIMATED SALE VOLUMES AND QUALITY:

	Avg 1	Ring	Total	Total MBF by Grade									
Species	DBH C	ount	MBF		1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	21.1	8	4,065					626	2	2,328	953	150	8
Red alder	15.7		267							114	63	90	
Hemlock	13.7		159							68	65	21	5
Maple	9		3									3	
Sale Total			4,494										

MINIMUM BID: \$1,563,000.00 BID METHOD: Sealed Bids

**PERFORMANCE** 

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

**EXPIRATION DATE:** October 31, 2026 **ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$156,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

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

percent cable harvest systems. Shovel harvesting is restricted to sustained slopes of 45 percent or less, self-leveling equipment to 60 percent or less and cable-assist to 75

percent or less.

**ROADS:** 14.25 stations of required construction. 50.15 stations of required reconstruction. 38.60

stations of optional construction. 119.45 stations of required prehaul maintenance. Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Jules Pit located in Section 27, T14N, R5W, W.M. on state land at no charge to the

Purchaser.

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#### TIMBER NOTICE OF SALE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Lincoln Quarry existing stockpiles in Section 15, T14N, R5W, W.M. on state land at no charge to the Purchaser.

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

Purchaser shall conduct rock source development and use at the Jules Pit located in Section 22, T14N, R5W, W.M. in accordance with the written Rock Source Development Plan prepared by the state and included in this road plan.

Purchaser shall provide an excavator equivalent to a CAT 320 or larger with operator for 32 hours of exploration of rock and other related work as directed by the Contract Administrator at the following site.

See Road Plan for further details. Road construction will not be permitted from October 1 to April 30 unless authorized in writing by the Contract Administrator. The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

#### ACREAGE DETERMINATION

**CRUISE METHOD:** The sale acres were determined by GPS delineation. Cruise was completed using variable

plot cruise methods.

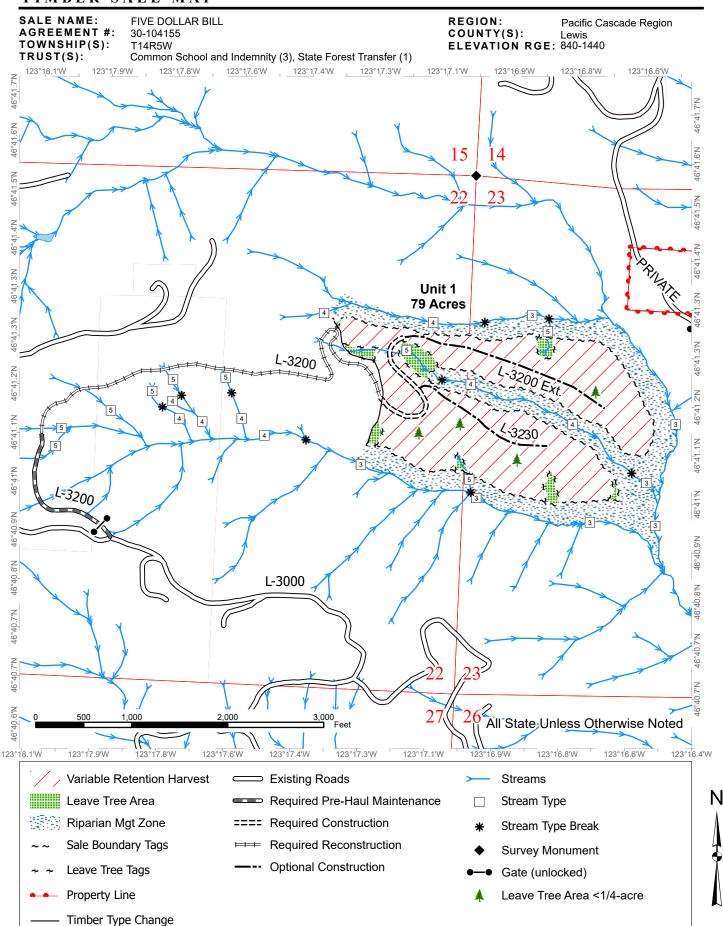
**FEES:** \$76,400.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

**SPECIAL REMARKS:** This sale is estimated to contain 626 MBF SM Douglas-fir, 759 MBF of HQ Douglas-fir

2 Saw and better and 223 MBF of HQ Douglas-fir 3 Saw. See Cruise for further details.

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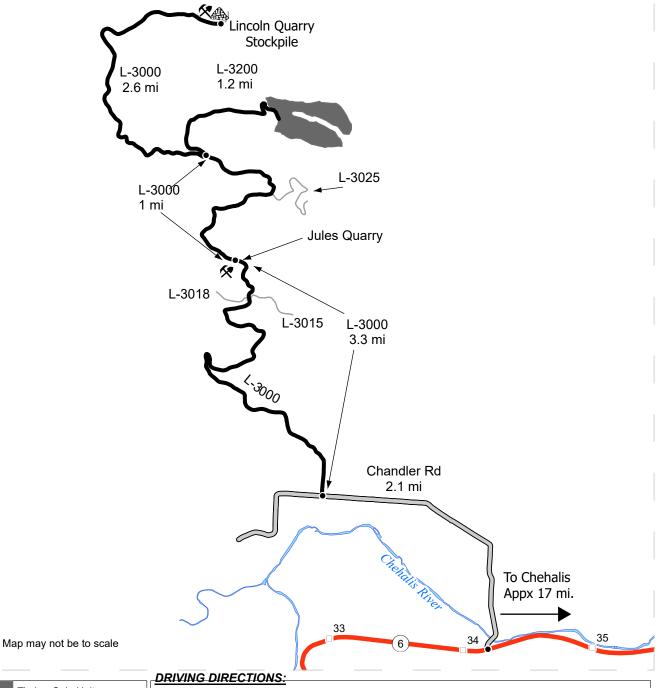
SALE NAME: Five Dollar Bill

AGREEMENT#: 30-104155 TOWNSHIP(S): T14R5W

TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Pacific Cascade Region

COUNTY(S): Lewis ELEVATION RGE: 840-1440



From I-5 take exit 77 and head west on State Route 6 for 17 miles. Turn right (north) onto

Chandler Rd. and follow for 2.1 miles. Turn right (north) onto the L-3000 and follow for 3.3

Turn right (west) and continue for 1.2 miles to the unit. Continue 3.1 miles to the Lincoln

miles to the Jules Quarry. From the Jules Quarry continue 1 mile to the L-3200.

Quarry Stockpile area.

Timber Sale Unit
Haul Route

Other Road

--- Highway

Water

Milepost Markers

Distance Indicator

🧖 Rock Pit

Stockpile

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# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

**Export Restricted Lump Sum AGREEMENT NO. 30-0104155** 

SALE NAME: FIVE DOLLAR BILL

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

#### G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on January 30, 2025 and the sale was confirmed on \_\_\_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, all down timber existing 5 years prior to the day of sale, all timber 60 inches DBH and larger, and snags bound by the following:

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

All forest products described above located on approximately 79 acres on part(s) of Sections 22, 23, and 27 all in Township 14 North, Range 5 West W.M. in Lewis County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

# G-020 Inspection By Purchaser

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

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estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

#### G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2026.

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

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

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

#### G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$1,099.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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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.

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

# G-063 Incidental Take Permit Notification Requirements

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

#### G-064 Permits

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

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# G-065 Regulatory Disclaimer

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

# G-066 Governmental Regulatory Actions

#### a. Risk

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

#### b. Sale Area

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

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

# c. Adjustment of Price

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

#### G-070 Limitation on Damage

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

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

# G-080 Scope of State Advice

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

# G-091 Sale Area Adjustment

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

#### G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

# G-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

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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.

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

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

# G-140 Indemnity

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

#### G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

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

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

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

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

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

#### G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive,

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modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

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

# G-170 Assignment and Delegation

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

#### G-180 Modifications

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

# G-190 Contract Complete

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

#### G-200 Notice

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

G-210 Violation of Contract G-220 State Suspends Operations

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

#### G-210 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the

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State may terminate the rights of Purchaser under this contract and collect damages.

- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

# G-220 State Suspends Operations

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

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

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

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

# G-230 Unauthorized Activity

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

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# G-240 Dispute Resolution

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

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

# G-250 Compliance with All Laws

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

#### G-260 Venue

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

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

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

#### G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract

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expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

#### G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; L-3000 (Chandler Road to Lincoln Quarry), L-3200, L-3200 Ext, L-3230. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

#### G-330 Pre-work Conference

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

#### G-340 Preservation of Markers

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

#### G-360 Road Use Reservation

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

# G-370 Blocking Roads

Purchaser shall not block the L-3000, unless authority is granted in writing by the Contract Administrator.

#### G-380 Road Easement and Road Use Permit Requirements

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

Easement #55-000197 between John Gluba and State dated July 10, 1961.

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#### G-396 Public Hauling Permit

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

# 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 \$116,846.00. The total contract price consists of a \$0.00 contract bid price plus \$116,846.00 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

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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 \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

#### P-100 Performance Security Reduction

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

# Section H: Harvesting Operations

#### H-001 Operations Outside the Sale Boundaries

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

#### H-013 Reserve Tree Damage Definition

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

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

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

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

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

# H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

# H-017 Preventing Excessive Soil Disturbance

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

#### H-035 Fall Trees Into Sale Area

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

#### H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all units. The plan shall address the felling, bucking and yarding, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

#### H-051 Branding and Painting

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

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

#### H-080 Snags Not to be Felled

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

## H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-assist, shovel or 6-wheeled rubber-tired skidders with over-the tire-tracks spanning both sets of rear tires. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent, Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent, 6-wheeled rubber-tired skidders with over-the tire-tracks spanning both sets of rear tires will not be permitted on sustained slopes over 45 percent, Cable assist operations will not be permitted on slopes over 75 percent. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

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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 from November 1 to April 30 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by Purchaser.
- B. Ground based yarding equipment shall only operate during dry soil conditions.
- D. Shovels must be large enough to pick up one end of the largest log 35 feet from machine.
- E. All skid trails used by the 6 wheel dive skidder shall be identified by the purchaser and approved by the Contract Administrator in writing.
- F. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, Contract Administrator approval is required and trees will be left where felled.

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:

No yarding will be permitted through or over areas identified to be potentially unstable on the FPA maps.

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

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# H-190 Completion of Settings

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

## H-220 Protection of Residual or Adjacent Trees

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

# H-230 Tops and Limbs Outside the Sale Boundary

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

## H-250 Additional Falling Requirements

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

#### Section C: Construction and Maintenance

#### C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 8/2/2023 are hereby made a part of this contract.

# C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on L-3200, L-3200 Ext, and L-3230 roads. All work shall be completed to the specifications detailed in the Road Plan.

#### C-060 Designated Road Maintainer

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

# C-080 Landing Locations Approved Prior to Construction

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

#### C-140 Water Bars

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

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Section S: Site Preparation and Protection

# S-001 Emergency Response Plan

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

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

#### S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

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.

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#### S-070 Water Supply

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

#### S-100 Stream Cleanout

Slash or debris which enters all typed 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-110 Resource Protection

No ground based equipment may operate within 30 feet of type 5 streams unless authority is granted in writing by the Contract Administrator.

#### S-130 Hazardous Materials

#### a. Hazardous Materials and Waste - Regulatory Compliance

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

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

#### b. Hazardous Materials Spill Prevention

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

## c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills 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)).

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# d. Hazardous Material Release Reporting

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

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

# S-131 Refuse Disposal

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

# Section D: Damages

# D-013 Liquidated Damages or Failure to Perform

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

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

#### D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees

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result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all harvest units.

#### **SIGNATURES**

This agreement may be executed in any number of counterparts (including by electronic mail in portable document format (.pdf), or by facsimile) each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Agreement binding on all parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
Purchaser	Scott Sargent Pacific Cascade Region Manager
Print Name	I actific Cascade Region Manager
Date: Address:	Date:

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

STATE OF							
COUNTY OF _		)					
On this	day of		, 20	),	before n	ne perso	onally
				me	known	to be	the
free and voluntary a and on oath stated th	ithin and foregoing instant and deed of the corporat (he/she was) (they we execute the corporate the	oration, for the ere) authorized	uses and to execut	purpete said	oses there l instrume	ein menti ent.	ioned,
		Notary	Public ii	n and	for the St	ate of	
		Mv apr	oointmen	t expi	res		

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## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

## FOREST EXCISE TAX ROAD SUMMARY SHEET

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

**EXCISE TAX EXEMPT ACTIVITIES** 

linear feet **Temporary Construction:** 

Roads to be constructed (optional and required) and

then abandoned

**Region:** 

linear feet

**Temporary Reconstruction:** 

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

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

(Revised 9/18)

# **PRE-CRUISE NARRATIVE**

Sale Name: Five Dollar Bill	Region: Pacific Cascade
Agreement #: 30-104155	District: Lewis
Contact Forester: See Below Phone / Location: Click here to enter text.	County(s): Lewis, Choose a county
Alternate Contact:Dave Sund Phone / Location: (360)880-5802	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	50%
Harvest System: Uphill Cable Click here to enter text.	50%
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

# **UNIT ACREAGES AND METHOD OF DETERMINATION:**

Unit #	Legal	Deductions from Gross Acres (No harvest acres)					cres	Acreage Determinatio	
Harve st R/W or RMZ WMZ	Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	n  (List method and error of closure if applicable)
1	Sec 22, 23 T14NR05W	01,03	139.1	54	6.2	0		78.9	Combination
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
TOTAL ACRES			139.1	54	6.2	0		78.9	

# **HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit#	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Unit 1 is a VRH unit, all boundaries are marked with white "Timber Sale Boundary" tags and pink flagging except the western boundary (reprod)		8 leave trees per acre (clumped & scattered) are bounded by yellow "Leave Tree Area" tags with pink flagging, individual leave trees are marked with a single band of blue paint.

# OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WH 4500		See Logging Plan Map
TOTAL MBF	4500		

REMARKS:	

Prepared By: Marty Cozart	Title:	CC: Dave Sund
		CC. Dave Sullu
Date: 6/17/2021	NRS2	

# Timber Sale Cruise Report Five Dollar Bill

Sale Name: FIVE DOLLAR BILL

Sale Type: LUMP SUM Region: PACIFIC CASC

**District: LEWIS** 

Lead Cruiser: Dylan Buchanan

Other Cruisers: B. Warnstadt, A. Herman

Cruise Narrative:

Location: From I-5 take exit 77 and head West on State Route 6 for 17 miles. Turn Right (North) onto Chandler Rd. and follow for 2.1 miles. Turn right (North) onto the L- 3000 and follow for 3.3 miles to the Jules Quarry. From the Jules Quarry continue 1 mile to the L-3200. Turn right (West) and continue 1.2 miles to the unit.

Cruise Design: The "Five Dollar Bill" sale has 78.9 harvestable acres cruised with 82 variable radius plots. Diameters were recorded to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point. Log segments were scaled to a 40' preference for conifers and 30" for hardwoods.

Timber Quality: This sale is DF dominant with a secondary component of RA and WH. There is a trace of small MA and RC. The DF is mostly straight and high crowned with little defect. They carry a 21" average dbh with abundant HQ B and SM available. There is definitely an opportunity here for a fair amount of DF Poles up to 28" and over 100" (if they can make it to the highway). RA has a 15" average dbh and fairly straight with little defect. WH dbh averages 13.7" and has little defect.

Logging and Stand Conditions: This stand is expected to be logged 50% ground based and 50% uphill cable.

#### General Remarks:

# Timber Sale Notice Volume (MBF)

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	21.1	8.0		4,065	626	2,328	953	150	8		
RA	15.7			267		114	63	90			
WH	13.7			158		68	65	21	5		
MA	9.0			3				3			
ALL	19.1	8.0		4,492	626	2,509	1,080	263	13		

# Timber Sale Notice Weight (tons)

	Tons by Grade						
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	26,637	3,750	14,365	7,186	1,277	59	
RA	2,142		828	460	853		

	Tons by Grade							
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
WH	1,354		497	525	293	39		
MA	16				16			
ALL	30,148	3,750	15,691	8,171	2,439	98		

# **Timber Sale Overall Cruise Statistics**

BA (sq ft/acre)	_		V-BAR SE (%)	Net Vol (bf/acre)	
273.5	3.9	208.1	2.1	56,934	4.5

# **Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FIVE DOLLAR BILL U1	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	78.9	85.2	82	37	0
All		78.9	85.2	82	37	0

# Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	16.2	40	18,561	17,874	3.7	8,633.5	1,410.2
DF	LIVE	2 SAW	HQ-B	16.0	40	9,931	9,614	3.2	4,716.1	758.5
DF	LIVE	2 SAW	Pole	14.6	40	2,015	2,015	0.0	1,015.5	158.9
DF	LIVE	3 SAW	Domestic	9.0	38	8,293	8,122	2.1	5,029.0	640.8
DF	LIVE	3 SAW	HQ-B	10.1	40	2,897	2,831	2.3	1,559.7	223.4
DF	LIVE	3 SAW	Pole	10.2	40	1,129	1,129	0.0	597.3	89.1
DF	LIVE	4 SAW	Domestic	5.9	27	1,921	1,899	1.2	1,276.9	149.8
DF	LIVE	CULL	Cull	7.8	5	158	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	17.2	40	8,026	7,935	1.1	3,750.3	626.0
DF	LIVE	UTILITY	Pulp	7.1	13	114	100	12.1	58.7	7.9
MA	LIVE	4 SAW	Domestic	5.0	20	32	32	0.0	15.7	2.5
RA	LIVE	2 SAW	Domestic	13.6	30	1,600	1,444	9.8	828.4	113.9
RA	LIVE	3 SAW	Domestic	10.9	30	843	792	6.1	460.4	62.5
RA	LIVE	4 SAW	Domestic	6.7	30	1,239	1,145	7.6	853.2	90.3
RA	LIVE	CULL	Cull	8.8	13	51	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	15.2	40	893	855	4.3	497.2	67.5
WH	LIVE	3 SAW	Domestic	9.0	39	834	817	2.0	524.5	64.5
WH	LIVE	4 SAW	Domestic	5.6	29	315	263	16.5	293.0	20.8

Sp	Status	Grade	Sort	Dia	Len	<b>BF Gross</b>	BF Net	Defect %	Tons	MBF Net
WH	LIVE	UTILITY	Pulp	5.4	15	68	68	0.0	38.8	5.4

# Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Cull	5.6	3	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.6	13	38	26.7	19.8	3.0
DF	5 - 7	LIVE	Domestic	6.3	31	3,434	1.8	2,308.7	271.0
DF	8 - 11	LIVE	Cull	9.3	6	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.8	38	6,399	1.7	3,881.7	504.9
DF	8 - 11	LIVE	Pulp	9.8	13	62	0.0	38.9	4.9
DF	8 - 11	LIVE	HQ-B	10.1	40	2,831	2.3	1,559.7	223.4
DF	8 - 11	LIVE	Pole	10.2	40	1,129	0.0	597.3	89.1
DF	12 - 15	LIVE	Cull	12.3	3	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.7	40	6,376	2.4	3,420.4	503.0
DF	12 - 15	LIVE	HQ-B	14.0	40	3,734	2.6	1,991.4	294.6
DF	12 - 15	LIVE	HQ-A	14.1	40	2,125	0.9	1,103.1	167.7
DF	12 - 15	LIVE	Pole	14.3	40	1,773	0.0	913.1	139.9
DF	16+	LIVE	HQ-B	18.5	40	5,880	3.6	2,724.7	463.9
DF	16+	LIVE	Pole	19.0	40	242	0.0	102.4	19.1
DF	16+	LIVE	Domestic	19.1	40	11,685	4.5	5,328.6	922.0
DF	16+	LIVE	HQ-A	19.7	40	5,809	1.2	2,647.2	458.4
DF	16+	LIVE	Cull	24.1	6	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	5.0	20	32	0.0	15.7	2.5
RA	5 - 7	LIVE	Cull	5.0	9	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.5	31	579	7.1	459.4	45.7
RA	8 - 11	LIVE	Domestic	9.7	29	1,357	6.9	854.3	107.1
RA	12 - 15	LIVE	Cull	12.5	16	0	100.0	0.0	0.0
RA	12 - 15	LIVE	Domestic	13.1	30	1,199	6.4	685.5	94.6
RA	16+	LIVE	Domestic	18.5	30	244	23.2	142.9	19.3
WH	5 - 7	LIVE	Pulp	5.4	15	68	0.0	38.8	5.4
WH	5 - 7	LIVE	Domestic	5.8	32	467	11.3	425.3	36.9
WH	8 - 11	LIVE	Domestic	10.8	37	613	1.5	392.2	48.4
WH	12 - 15	LIVE	Domestic	14.6	40	654	3.3	386.7	51.6
WH	16+	LIVE	Domestic	18.5	40	201	7.5	110.5	15.9

# Cruise Unit Report FIVE DOLLAR BILL U1

# Unit Sale Notice Volume (MBF): FIVE DOLLAR BILL U1

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	21.1	8.0		4,065	626	2,328	953	150	8	
RA	15.7			267		114	63	90		
WH	13.7			158		68	65	21	5	
MA	9.0			3				3		
ALL	19.1	8.0		4,492	626	2,509	1,080	263	13	

# Unit Cruise Design: FIVE DOLLAR BILL U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	78.9	85.2	82	37	0

# Unit Cruise Summary: FIVE DOLLAR BILL U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	156	349	4.3	1
RA	30	41	0.5	0
WH	10	21	0.3	0
MA	1	1	0.0	0
ALL	197	412	5.0	1

# Unit Cruise Statistics: FIVE DOLLAR BILL 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	231.7	55.5	6.1	222.3	21.6	1.7	51,518	59.5	6.4
RA	27.2	220.5	24.4	124.2	30.2	5.5	3,380	222.6	25.0
WH	13.9	258.9	28.6	143.7	54.1	17.1	2,003	264.5	33.3
MA	0.7	905.5	100.0	47.5	0.0	0.0	32	905.5	100.0
ALL	273.5	35.5	3.9	208.1	29.8	2.1	56,934	46.4	4.5

# Unit Summary: FIVE DOLLAR BILL U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	156	ALL	21.1	103	135	53,043	51,518	2.9	95.4	231.7	50.4	4,064.8
MA	LIVE	CUT	1	ALL	9.0	21	26	32	32	0.0	1.5	0.7	0.2	2.5
RA	LIVE	CUT	30	ALL	15.7	68	92	3,732	3,380	9.4	20.2	27.2	6.9	266.7
WH	LIVE	CUT	10	ALL	13.7	61	75	2,111	2,003	5.1	13.6	13.9	3.8	158.1
ALL	LIVE	CUT	197	ALL	19.6	92	121	58,918	56,934	3.4	130.7	273.5	61.3	4,492.1
ALL	ALL	ALL	197	ALL	19.6	92	121	58,918	56,934	3.4	130.7	273.5	61.3	4,492.1



	- B		FPA/N No: 2942846					
	An S		Effective Date:	10/8/2024				
ATO, NA	URALIE		Expiration Date:	10/8/2027				
Forest Practices Ap	plication/Noti	ification	Shut Down Zone:	655	:3			
Notice of	f Decision		EARR Tax Credit:	■ Eligible □	Non-eligible			
			Reference:	22, 23, 27-14-05\	N			
				Five Dollar Bill	30-104155			
Decision			YW F					
☐ Notification Accepted	Operations sha	ll not begin before	the effective date.					
■ Approved	This Forest Pra	ctices Application	is subject to the con-	ditions listed below.				
☐ Disapproved	This Forest Pra	ctices Application	is disapproved for th	e reasons listed bel	ow.			
☐ Withdrawn	Applicant has w	vithdrawn the Fore	st Practices Applicat	ion/Notification (FP	A/N).			
□ Closed	All forest practi	ces obligations are	met.					
FPA/N Classification			Number of Ye	ars Granted on Mu	ılti-Year Request			
☐ Class II ■ Class III	☐ Class IVG	□ Class IVS	☐ 4 years	☐ 5 years				
Conditions on Approval/R	Reasons for Disa	pproval						
No additional conditions.				3 8				
		11.7						
		18 29	9		84			
					19			

Issued By: Eric	Weinke	Regi	on: Pacific Cascade Region
Title: Forest Pra	ctices Forester	Date:	10/8/2024
Copies to:	☐ Landowner, Timb	ber Owner, and Operator	p <sup>Ng</sup>
Issued in person:	■ LO ■TO ■ OP	By: Tonya Johnston	Date: 10/8/2024
2023 January – FPA/N	Notice of Decision		Page 1 of 2

**Appeal Information** 

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

#### You must file your appeal at all three addresses below:

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

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

#### Other Applicable Laws

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

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

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

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)
Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

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

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

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

### 

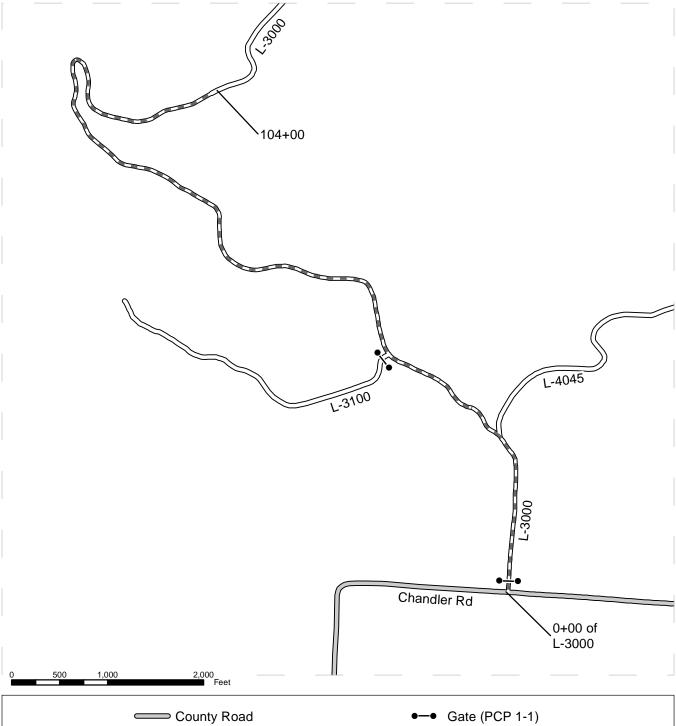
SALE NAME: FIVE DOLLAR BILL REGION: Pacific Cascade Region

AGREEMENT#: 30-104155

TOWNSHIP(S): T14R5W

COUNTY(S): Lewis
ELEVATION RGE: 840-1440

TRUST(S): Common School and Indemnity(3), State Forest Transfer(1)



County Road

Existing Roads

Required Pre-Haul Maintenance

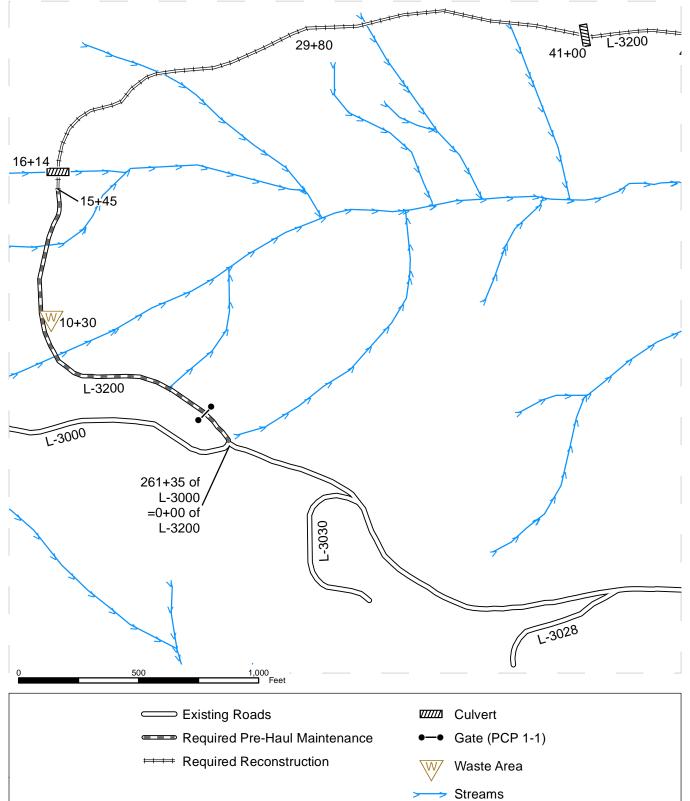
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SALE NAME: FIVE DOLLAR BILL REGION: Pacific Cascade Region

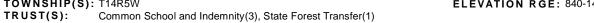
AGREEMENT#: 30-104155
TOWNSHIP(S): T14R5W
COUNTY(S): Lewis
ELEVATION RGE: 840-1440

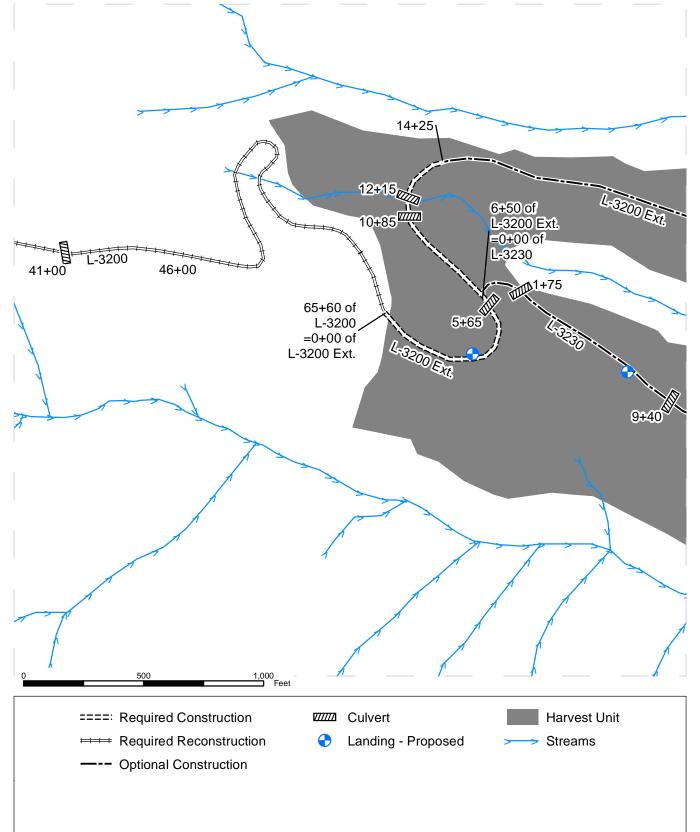
TRUST(S): Common School and Indemnity(3), State Forest Transfer(1)



SALE NAME: FIVE DOLLAR BILL REGION: Pacific Cascade Region

AGREEMENT#: 30-104155
TOWNSHIP(S): T14R5W
COUNTY(S): Lewis
ELEVATION RGE: 840-1440



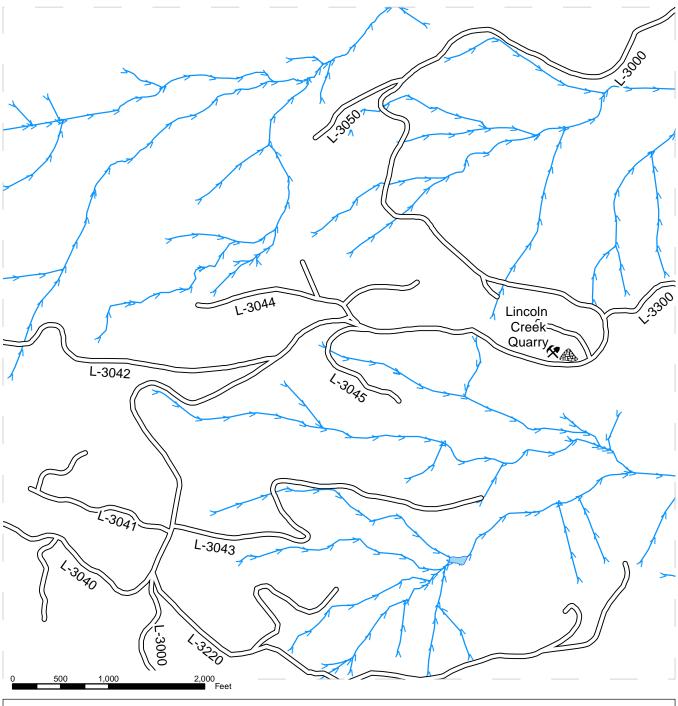


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SALE NAME: FIVE DOLL AGREEMENT#: 30-104155 FIVE DOLLAR BILL Pacific Cascade Region

REGION: Pacific Ca COUNTY(S): Lewis ELEVATION RGE: 840-1440 TOWNSHIP(S): T14R5W

TRUST(S): Common School and Indemnity(3), State Forest Transfer(1)



Ø Existing Roads Rock Pit Stockpile Streams

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES FIVE DOLLAR BILL ROAD PLAN LEWIS COUNTY LEWIS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-104155 STAFF ENGINEER: RICH WALLMOW

DRAWN & COMPILED BY: ALICIA COMPTON

#### SECTION 0 - SCOPE OF PROJECT

#### 0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings, required rock source exploration 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>		
L-3000	0+00 to 104+00	Pre-haul Maintenance		
L-3200	0+00 to 15+45	Pre-haul Maintenance		
	15+45 to 65+60	Reconstruction		
L-3200 Ext.	0+00 to 14+25	Construction		

#### 0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u> Type</u>
L-3200 Ext.	14+25 to 36+85	Construction
L-3230	0+00 to 16+00	Construction

#### 0-4 CONSTRUCTION

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

FIVE DOLLAR BILL 30-104155 FINALIZED DATE: SEPTEMBER 27, 2024 Page 1 of 41

#### 0-5 RECONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
L-3200	15+45 to 19+21	Clear and grub, reconstruct road in accordance L-3200 (15+45 to 19+21) road design and install culvert. Fill and ballast material shall be select pit run rock. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.
	19+21 to 65+60	Clear and grub, widen road in accordance with Typical Section Sheet and fill in water bars. Grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.

#### 0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
L-3000	0+00 to 104+00	Brushing & removal of brush and debris from ditches and roadside; grade, shape and compact existing road surface.
L-3200	0+00 to 15+45	Brushing; clean ditch and culverts; grade and shape existing road surface prior to spot rock; apply spot rock in accordance with the Rock List; grade, shape and compact after rock application.

#### 0-12 DEVELOP ROCK SOURCE

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

FIVE DOLLAR BILL 30-104155 FINALIZED DATE: SEPTEMBER 27, 2024 Page 2 of 41

#### SECTION 1 - GENERAL

#### 1-1 ROAD PLAN CHANGES

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

#### 1-2 UNFORESEEN CONDITIONS

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

#### 1-3 ROAD DIMENSIONS

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

#### 1-4 ROAD TOLERANCES

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

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

#### 1-6 ORDER OF PRECEDENCE

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

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

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

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

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

#### 1-9 DAMAGED METALLIC COATING

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

#### 1-15 ROAD MARKING

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

- Centerline construction stakes, orange paint, orange and RP's for construction.
- Orange painted trees or construction stakes for pre-haul maintenance and reconstruction.

#### 1-16 CONSTRUCTION STAKES SET BY STATE

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
L-3200	15+45 to 19+21	Slope stakes and RP's

#### 1-18 REFERENCE POINT DAMAGE

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

#### 1-21 HAUL APPROVAL

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

#### 1-22 WORK NOTIFICATIONS

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

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#### 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 drainage installation
- Rock application and compaction
- Rock pit exploration
- Rock pit completion

#### 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>	Closure Period
All Roads	Construction,	October 1 to April 30
	Reconstruction &	
	Pre-haul Maintenance	

#### 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.

#### 1-29 SEDIMENT RESTRICTION

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

#### 1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on pit run, jaw run, or native surface roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Surface or base stability problems persist.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

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#### 1-32 BRIDGE SURFACE RESTRICTION

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

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

#### 1-33 SNOW PLOWING RESTRICTION

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

#### 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.

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#### 2-4 PASSAGE OF LIGHT VEHICLES

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

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

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
L-3000	0+00 to 104+00	Grade and compact existing road.
L-3200	0+00 to 15+45	Grade existing road prior to rock application, apply spot rock, grade and compact.

#### 2-6 CLEANING CULVERTS

On the following roads, Purchaser shall clean the inlets and outlets of all culverts.

Road	<u>Stations</u>
L-3000	0+00 to 104+00
L-3200	0+00 to 15+45

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

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
L-3000	0+00 to 104+00	Removal of brush & debris.
L-3200	0+00 to 15+45	

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#### 3-1 BRUSHING

On the following roads, Purchaser shall cut vegetative material up to 4 inches in diameter, including limbs, as shown on the ROADSIDE BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
L-3000	0+00 to 104+00
L-3200	0+00 to 15+45

#### 3-5 CLEARING

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

#### 3-8 PROHIBITED DECKING AREAS

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

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

#### 3-10 GRUBBING

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

#### 3-12 STUMP PLACEMENT

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

#### 3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

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#### 3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps that are larger than one cubic foot in volume within the grubbing and brushing area limits as shown on the TYPICAL SECTION SHEET and ROADSIDE BRUSHING DETAIL.

#### 3-21 DISPOSAL COMPLETION

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

#### 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

<u>Road</u>	<u>Requirements</u>
Jules Pit	As shown on pit plan.

#### 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

#### 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

#### 3-25 SCATTERING ORGANIC DEBRIS

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

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#### SECTION 4 - EXCAVATION

#### 4-2 PIONEERING

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

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

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

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

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

#### 4-5 CUT SLOPE RATIO

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

	<u>Excavation</u>	Excavation Slope
Material Type	Slope Ratio	<u>Percent</u>
Common Earth (on side slopes up to 70%)	1:1	100
Common Earth (on slopes over 70%)	3/4:1	133
Fractured or loose rock	1/2:1	200
Hardpan or solid rock	1/4:1	400

#### 4-6 EMBANKMENT SLOPE RATIO

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

	<u>Embankment</u>	<u>Embankment</u>
Material Type	Slope Ratio	Slope Percent
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	11/4:1	80

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

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

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#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

#### 4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

#### 4-21 TURNOUTS

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

#### 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

#### 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

#### 4-29 DITCHOUTS

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

#### 4-35 WASTE MATERIAL DEFINITION

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

#### 4-36 DISPOSAL OF WASTE MATERIAL

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

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#### 4-37 WASTE AREA LOCATION

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

<u>Road</u>	Waste Area Location	<u>Comments</u>
Jules Pit	As shown on pit plan	
L-3200	10+30	On right. ~1000 cy

#### 4-38 PROHIBITED WASTE DISPOSAL AREAS

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

- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

#### 4-48 NATIVE MATERIAL

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

#### 4-55 ROAD SHAPING

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

#### 4-60 FILL COMPACTION

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

#### 4-61 SUBGRADE COMPACTION

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

#### 4-63 EXISTING SURFACE COMPACTION

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

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#### SECTION 5 - DRAINAGE

#### 5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-17 through 10-22.

#### 5-10 CULVERT MARKER INSTALLATION

At all new culverts, Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and CULVERT LIST.

#### 5-12 UNUSED MATERIALS STATE PROPERTY

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

#### 5-13 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>	Quantity
On any portion of road used	18" x 30' culvert	2
for timber or rock haul.	18" culvert band	2

#### 5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter sections of banded culvert shall be installed at the inlet end.

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

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

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#### 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.

The type of energy dissipater and the amount of material must be consistent with the specifications on the CULVERT LIST, except for temporary culverts. Placement must be by zero drop-height method only. Energy dissipater installation is subject to approval by the Contract Administrator.

#### 5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 feet wide and 4 feet long.

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

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify placement of rock, except for temporary culverts. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins.

#### 5-27 ARMORING FOR STREAM CROSSING CULVERTS

At the following culvert, Purchaser shall place select pit run in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT LIST. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only.

<u>Road</u>	<u>Stations</u>	Rock Type
L-3230	12+15	Select Pit Run

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#### SECTION 6 - ROCK AND SURFACING

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

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source 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. Purchaser shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>
Jules Pit	Sec. 27, T14N R5W

#### 6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpiles on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	Rock Type	<u>Quantity</u>
Lincoln Quarry	Sec. 15, T14N R5W	1 ½" Minus Crushed	705
Stockpile			

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

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

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

<u>Source</u>	Rock Type		
Jules Pit	Sec. 22, T14N R5W		

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#### 6-13 ROCK EXPLORATION

Purchaser shall provide an excavator equivalent to a CAT 320 or larger with operator for 32 hours of exploration of rock and other related work as directed by the Contract Administrator at the following site.

Road	<u>Remarks</u>		
Jules Pit	As shown on pit plan		

#### 6-22 FRACTURE REQUIREMENT FOR ROCK

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

#### 6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles.

#### 6-41 SELECT PIT RUN ROCK

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

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

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

#### 6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of spot, landing rock and energy dissipaters is on a cubic yard truck measure basis. The Purchaser will measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck and shall give them to the Contract Administrator on a weekly basis during rocking operations. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

#### 6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for SUBGRADE CONSTRUCTION AND DRAINAGE INSTALLATION before rock application.

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#### 6-71 ROCK APPLICATION

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

#### 6-73 ROCK FOR WIDENED PORTIONS

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

#### 6-75 OPTIONAL ROCK EXCEPTION

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

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

<u>Road</u>	<u>Stations</u>
L-3230	0+00 to 16+00

#### **SECTION 7 – STRUCTURES**

#### 7-6 STREAM CROSSING INSTALLATION

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements, Forest Practice Permit and STREAM DIVERSION PROCEDURE.

#### SECTION 8 - EROSION CONTROL

#### 8-1 SEDIMENT CONTROL STRUCTURES

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

#### 8-2 PROTECTION FOR EXPOSED SOIL

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

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#### 8-15 REVEGETATION

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

Road	<u>Location</u>	Qty (lbs)*	<u>Type</u>	<u>Remarks</u>
L-3200	15+45 to 19+21	12	Seed	
	19+21 to 65+60	13	Seed	As directed by CA
L-3200 Ext.	0+00 to 36+85	110	Seed	
L-3230	0+00 to 16+00	48	Seed	
Jules Pit		40	Seed	

Total: 223 lbs.

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

#### 8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed.

#### 8-17 REVEGETATION TIMING

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

#### 8-19 ASSURANCE FOR SEEDED AREA

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

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#### 8-25 GRASS SEED

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

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

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

SECTION 9 - POST-HAUL ROAD WORK

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

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

#### 9-10 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.

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#### **SECTION 10 MATERIALS**

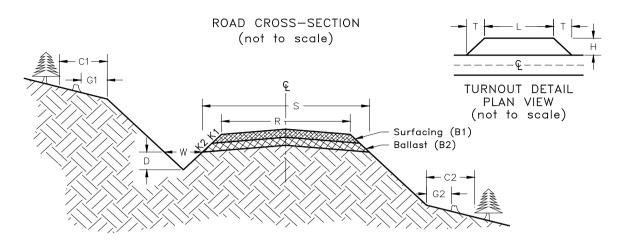
#### 10-17 CORRUGATED PLASTIC CULVERT

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

#### 10-22 PLASTIC BAND

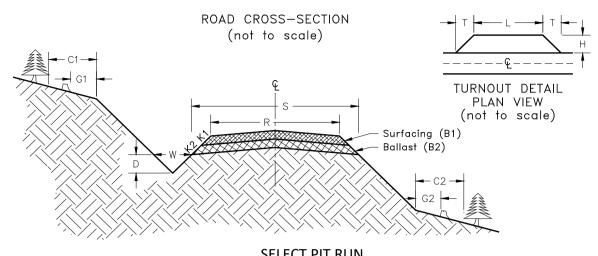
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

# **TYPICAL SECTION SHEET**



Road Number	From Station	To Station	Tolerance Class	Subgrade Width	Road Width	Ditch Width	Ditch Depth	Crown @ CL		bing nits	Claarin	a Limita
Road Nulliber	Station	TO Station	Class					•				g Limits
				ft	ft	ft	ft	in	f	t	Ī	ft
				S	R	W	D		G1	G2	C1	C2
L-3000	0+00	104+00	Α	-	12	3	1	4	-	-	-	-
L-3200	0+00	15+45	Α	-	12	3	1	4	-	-	-	-
	15+45	19+21	В	14	12	3	1	4	0	0	5	5
	19+21	65+60	Α	-	12	3	1	4	0	0	5	5
L-3200 Ext.	0+00	36+85	С	16	12	3	1	4	5	5	10	10
L-3230	0+00	16+00	С	16	12	3	1	4	2	2	5	5

#### **ROCK LIST**



JL	 C I	•	 NO	1 4

					Compacted	C.Y. per	•				Turnout	
		From		Rock	Rock Depth	Station or	Stations or	C.Y.				
Road Number		Station	To Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
				K2	B2				Jules Pit	L (ft)	H (ft)	T (ft)
L-3200		Road Fill & Ballast		(15+45	to 19+21)	20		200				
		Spot Rock (patching waterba			rbars)			150		40	10	25
		Energy Dissipater						8				
L-3200 Ext.		0+00	14+25	1 1/2:1	15	81	14.25	1154				
		Turnar	ounds			43	1	43				
		Turn	outs			23	1	23		40	10	25
		Curve W	/idening					40				
		Land	lings			70	1	70				
		Energy D	issipater					5				
L-3200 Ext.		14+25	36+85	1 1/2:1	15	81	22.60	1831				
		Turnar	ounds			44	2	87				
		Turn	outs			24	2	47				
		Curve Widening						64				
		Landings				70	3	210				
L-3230	*	0+00	16+00	1 1/2:1	15	81	16.00	1296				
	*	Turnar	ounds			43.5	2	87				
	*	Turn	outs			23	1	23		40	10	25
	*	Curve Widening						45				
	*	Junctions				15	1	15				
	*	Landings				70	2	140				
	*	Energy Dissipater						2				

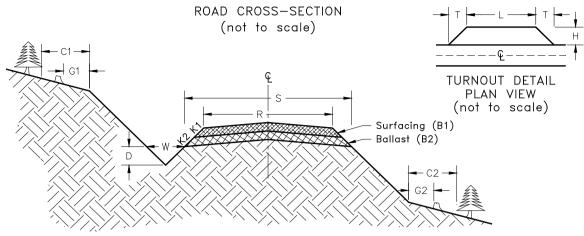
<sup>\*</sup>Optional Rock in accordance with 6-75

REQUIRED SELECT PIT RUN: 3932 CY

OPTIONAL SELECT PIT RUN: 1608 CY

TOTAL SELECT PIT RUN: 5540 CY

# **ROCK LIST**



1 1/2 INCH MINUS CRUSHED

				Compacted	C.Y. per	# of				Turnout	
	From		Rock	Rock Depth	Station or	Stations or	C.Y.				
Road Number	Station	To Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
								Lincoln			
								Quarry			
			K1	B1				Stockpile	L (ft)	H (ft)	T (ft)
L-3200	Spc	t Rock (0-	+00 to 1	5+45)	50						
	Spo	t Rock (25	+00 to 6	55+60)			350		40	10	25
L-3200	15+45	25+00		6	30	9.55	287				
	Tur	nouts			9	1	9		40	10	25
	Curve \	Videning					9				

REQUIRED 1 1/2 INCH MINUS CRUSHED ROCK: \_\_\_705 CY

# **CULVERT LIST**

Road Number	Location	<u>Culvert</u>			Armoring (C.Y.)			<u>Backfill</u>	Bedding	<u>Inlet</u>	Remark <u>s</u>	
Road Nulliber	LOCATION	Dia (In)	Length	<u>Type</u>	<u>Inlet</u>	Outlet	Type	<u>Material</u>	<u>Material</u>	<u>Marker</u>	<u>Kemarks</u>	
L-3200	16+14	24	30	PD	1.0	4.0	SP	SP	SP	Υ		
	41+00	18	30	PD	0.5	0.5	SP	SP	SP	Υ		
		18	30	PD	0.5	0.5	SP	NT	NT	Υ	Additional culverts, if existing	
		18	30	PD	0.5	0.5	SP	NT	NT	Υ	culverts can't be cleaned out.	
L-3200 Ext.	5+65	18	30	PD	0.5	0.5	SP	NT	NT	Υ		
	10+85	18	30	PD	0.5	0.5	SP	NT	NT	Υ		
	12+15	24	40	PD	1.0	1.0	SP	NT	NT	Υ	Type 5/Ns Stream	
	30+65	18	30	PD	0.5	0.5	SP	NT	NT	Υ		
L-3230	1+75	18	30	PD	0.5	0.5	SP	NT	NT	Υ		
	9+40	18	30	PD	0.5	0.5	SP	NT	NT	Υ		
	13+00	18	30	PD	0.5	0.5	SP	NT	NT	Υ		

# Key:

SP - Select Pit Run
NT - Native (bank run)
CR - 3 Inch Minus Crushed
LL - Light Loose Riprap

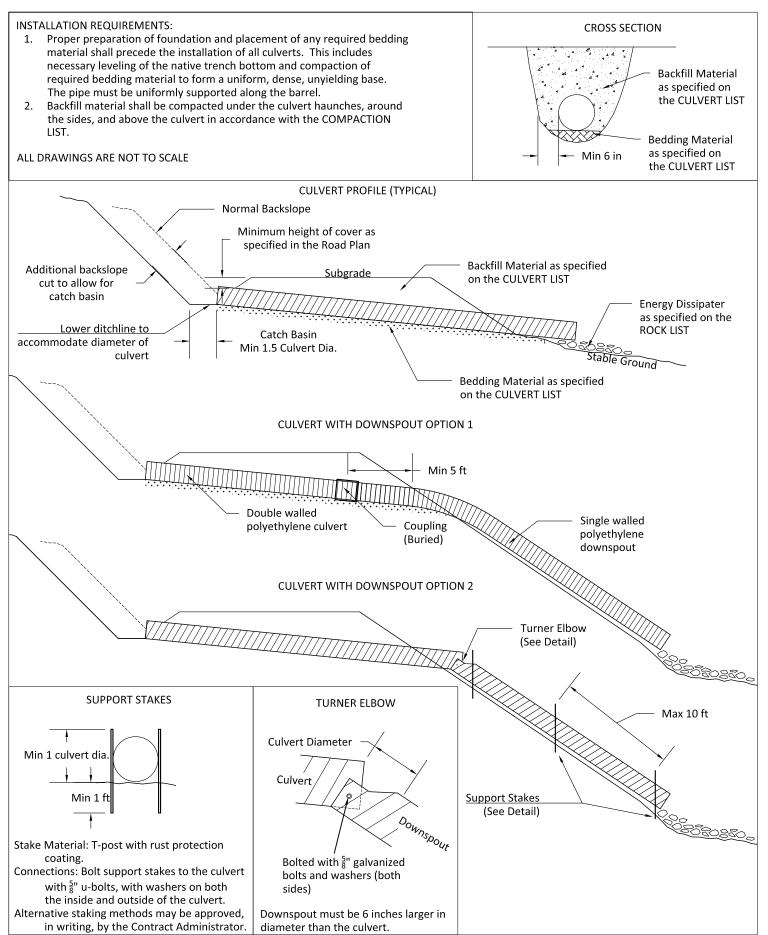
PD - Polyethylene Pipe Double Wall

PSDS - Polyethylene Downspout Single Wall

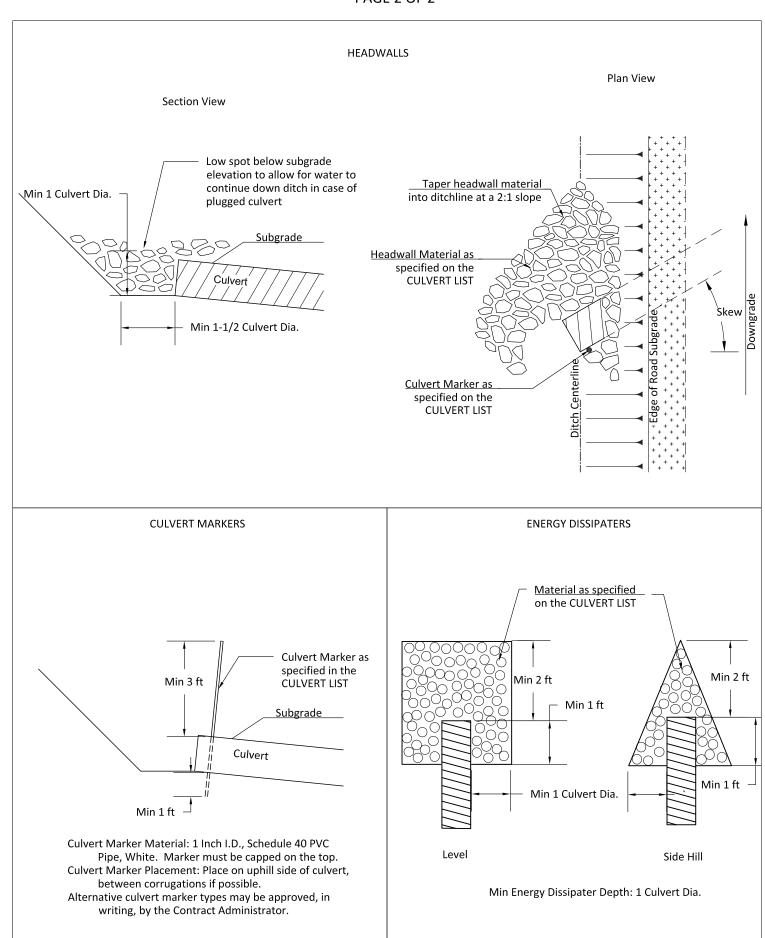
# **COMPACTION LIST**

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

## CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



## CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2



#### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

#### **Cuts and Fills**

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

#### Surface

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

#### Drainage

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

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#### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

#### **Preventative Maintenance**

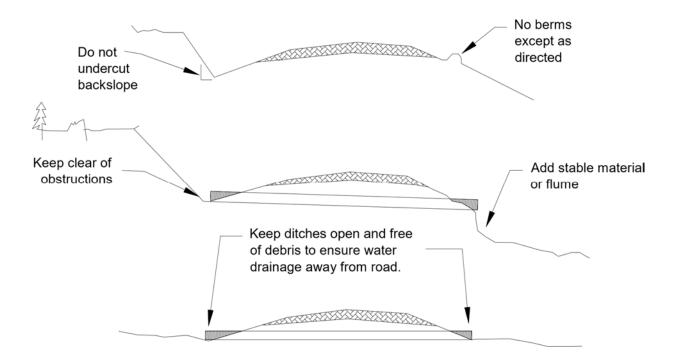
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

#### **Termination of Use or End of Season**

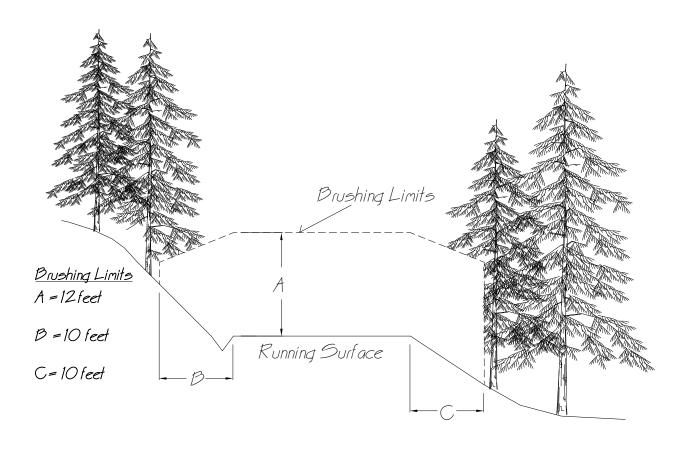
At the conclusion of logging operations, ensure all conditions of these specifications have been met.

#### **Debris**

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



## ROADSIDE BRUSHING DETAIL



#### **GENERAL NOTES**

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

#### STREAM DIVERSION PROCEDURE

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

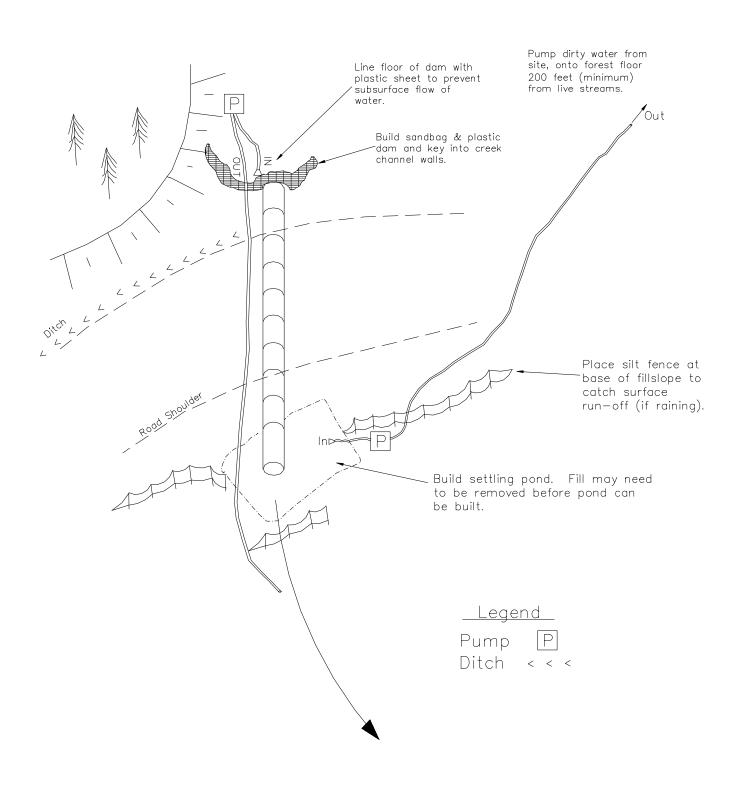
- Prior to any work within the high waterline, Purchaser shall contact the Contract Administrator for an on-site pre-work to submit a plan for pumping and/or diverting all stream flow around the work area and pumping and/or diverting any groundwater flow from out of the work area, as approved, in writing,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

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6. Maintain a clean jobsite in accordance with Road Plan Clause 7-5 STRUCTURE DEBRIS.

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#### SETTLING POND AND PUMP DETAIL



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

#### JULES PIT DEVELOPMENT PLAN

Section 27, Township 14 North, Range 5 W, W.M. Page 1 of 3

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

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# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

#### JULES PIT DEVELOPMENT PLAN

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

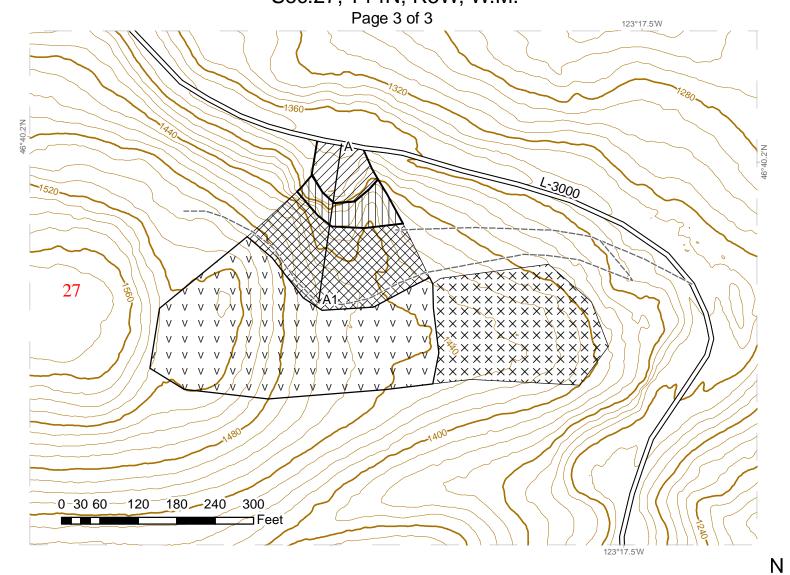
- 11. All operations shall be carried out in compliance with all regulations of:
  - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor

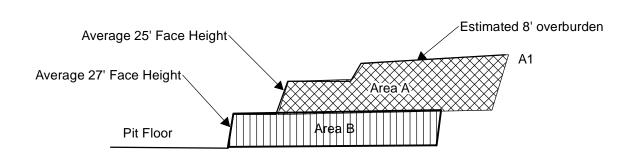
and Industries.

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

FIVE DOLLAR BILL 30-104155 FINALIZED DATE: SEPTEMBER 27, 2024 Page 34 of 41

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





Legend  Existing Roads  Pit Floor  Rock Exploration — Contours 10 ft
Old Grades/Trails Area B XX Waste Area  Area A

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

## INFORMATIONAL BLASTING PLAN

1. Blaster-in-Charge: Name:  Company: Address:	Tim	ber Sale/Project Name:	App./Project No.:
3. Total Estimated Cubic Yards in Blast (loose):  4. Hole Spacing:  5. Burden:  6. Hole Diameter:  7. Hole Depth:  8. Sub Drill:  9. Number of Holes:  10. Stemming Depth:  11. Explosive (mfg., name, density, %, V.O.D.):  12. Type and Size of Primer (if applicable):  13. Total Weight of Primers for Shot:  14. Calculated Powder Factor/Cubic Yard:	1.	Company: Address:`	
4. Hole Spacing:  5. Burden:  6. Hole Diameter:  7. Hole Depth:  8. Sub Drill:  9. Number of Holes:  10. Stemming Depth:  11. Explosive (mfg., name, density, %, V.O.D.):  12. Type and Size of Primer (if applicable):  13. Total Weight of Primers for Shot:  14. Calculated Powder Factor/Cubic Yard:	2.	Quarry Name/Location:	
5. Burden:	3.	Total Estimated Cubic Yards in Blast (loose):	
5. Burden:	4.	Hole Spacing:	
6. Hole Diameter:	5.		
8. Sub Drill:	6.		
8. Sub Drill:	7.	Hole Depth:	
9. Number of Holes:	8.		
10. Stemming Depth:  11. Explosive (mfg., name, density, %, V.O.D.):  12. Type and Size of Primer (if applicable):  13. Total Weight of Primers for Shot:  14. Calculated Powder Factor/Cubic Yard:	9.		
11. Explosive (mfg., name, density, %, V.O.D.):  12. Type and Size of Primer (if applicable):  13. Total Weight of Primers for Shot:  14. Calculated Powder Factor/Cubic Yard:	10.		
<ul><li>13. Total Weight of Primers for Shot:</li><li>14. Calculated Powder Factor/Cubic Yard:</li></ul>			
14. Calculated Powder Factor/Cubic Yard:	12.	Type and Size of Primer (if applicable):	
14. Calculated Powder Factor/Cubic Yard:			
	15.	Number of Delays (in M.S.):	

M-126PAC (03/04)

# INFORMATIONAL BLASTING PLAN Page 2 of 3

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

# INFORMATIONAL BLASTING PLAN Page 3 of 3

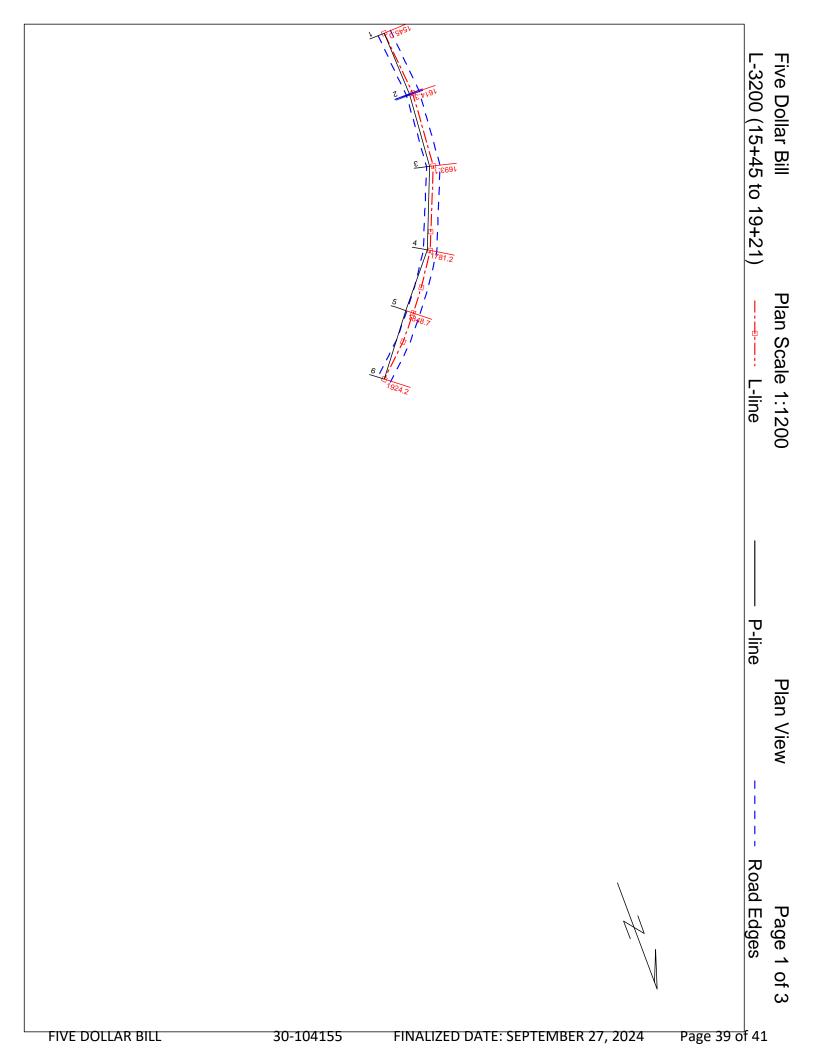
	Detail drawing of delay system (show hole pattern and delays in milliseconds) required:	o. Attach additional sheets if
23.	Typical cross-section of hole (show primer, main charge, sub drill, and stemm	ing):
24. R Note	Received by:  Attach copies of manufacturer=s data sheet(s) for explosive and caps.  26PAC (03/04)	Date:

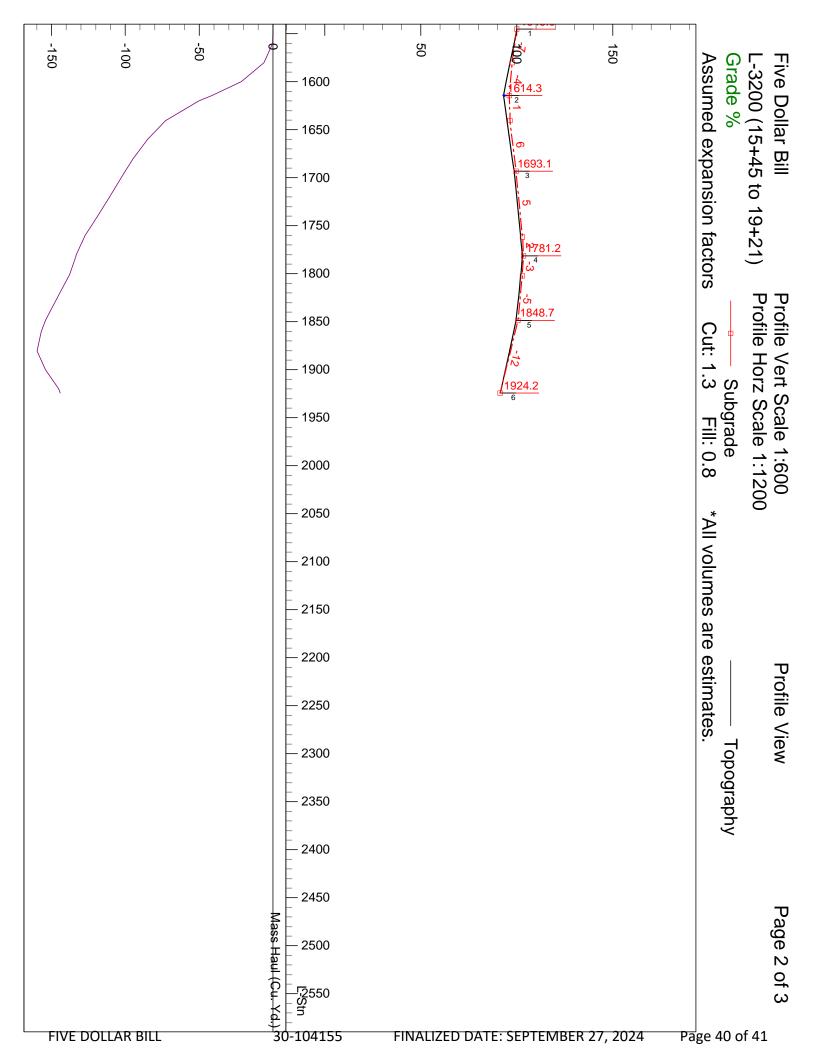
FIVE DOLLAR BILL

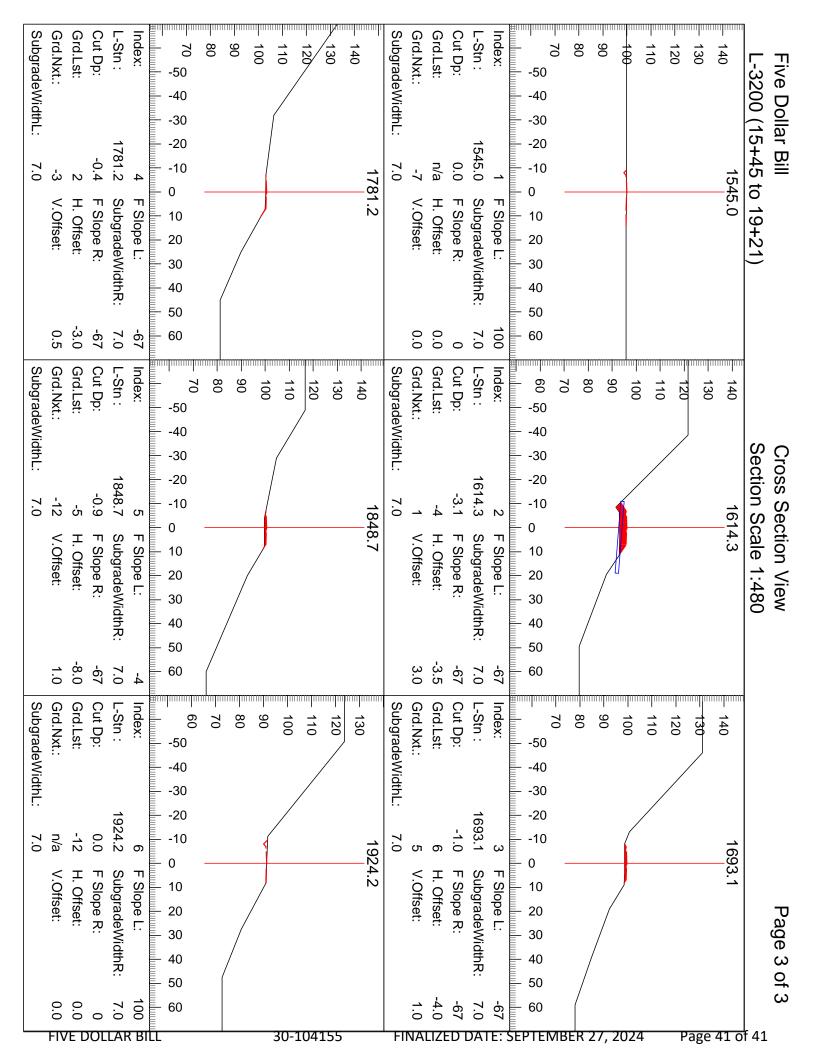
30-104155

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## **SUMMARY - Road Development Costs**

**REGION: Pacific Cascade** 

**DISTRICT:** Lewis

SALE/PROJECT NAME: Five Dollar Bill AGREEMENT #: 30-104155

ROAD NUMBERS: Optional: L-3200 Ext. (14+25 to 36+85), L-3230

Required: L-3000, L-3200, L-3200 Ext. (0+00 to 14+25)

	Construction	Reconstruction	Maintenance					
	52.85	50.15	119.45					
	\$30,917.20	\$13,896.93	\$12,094.56					
Optional: Required: Total:	\$23,599.36 \$52,815.66 \$76,415.02	\$0.00 \$12,836.41 \$12,836.41	\$0.00 \$0.00 \$0.00					
RATION:	\$8,960.00	-	\$0.00					
i	\$6,891.20	\$3,785.90	\$0.00					
	-	-	-					
	\$3,439.75	\$1,546.13	\$1,345.60					
	\$126,623.17	\$32,065.37	\$13,440.16					
	\$2,396	\$639	\$113					
	\$0.00	\$0.00	\$0					
10% OVERHEAD AND GENERAL EXPENSE = \$17,212.8  TOTAL (All Roads) = \$189,341.  TOTAL (Minus Optional Rock) = \$165,742.  SALE VOLUME MBF = 4,492  TOTAL \$/MBF = \$42.15  TOTAL \$/MBF (Minus Optional Rock) = \$36.90  Profit and Risk costs are accounted on an individual basis.								
	Required: Total: PRATION:  10% OVERH TOTAL (All F TOTAL (Mine SALE VOLUI TOTAL \$/MB TOTAL \$/MB	\$30,917.20  Optional: \$23,599.36 Required: \$52,815.66  Total: \$76,415.02  RATION: \$8,960.00  : \$6,891.20  - \$3,439.75  \$126,623.17  \$2,396  \$0.00  10% OVERHEAD AND GENERATOTAL (All Roads) = TOTAL (Minus Optional Rock) SALE VOLUME MBF = TOTAL \$/MBF = TOTAL \$/MBF (Minus Optional Rock)	\$30,917.20 \$13,896.93  Optional: \$23,599.36 \$0.00 Required: \$52,815.66 \$12,836.41  Total: \$76,415.02 \$12,836.41  PRATION: \$8,960.00 -  \$3,785.90  -  \$3,439.75 \$1,546.13  \$126,623.17 \$32,065.37  \$2,396 \$639 \$0.00 \$0.00  10% OVERHEAD AND GENERAL EXPENSE = TOTAL (All Roads) = TOTAL (Minus Optional Rock) = SALE VOLUME MBF = TOTAL \$/MBF = TOTAL \$/MBF (Minus Optional Rock) =					

Sale: Fi	ve Dollar Bill				Road:	L-3000		
Required Pre-Haul Maintenance-  Required Abandonment-	104+00 stations 1.97 miles  0+00 stations 0.00 miles	Required Reconstruction -  Optional Reconstruction -	0.00 r	stations miles stations miles	Required Construction - Optional Construction -	0+00 0.00 0+00 0.00	stations miles stations miles	
PRE-HAUL MAINTEI	NANCE							
<b>CLEARING</b> Roadside Brushing			1.97	miles @	\$1,560.00	per mile =	\$3,073.20	
<b>EXCAVATION</b> Clean debris from ditches and cu	lverts-		104.00	stations @	\$40.31	per station	\$4,192.24	
MISC. Grade and shape existing road su Roll shaped road surface w/ vibra			104.00 104.00	stations @ stations @	\$18.25 \$9.70		\$1,898.00 \$1,008.80	
				TOTAL CLEAF	RING, GRUBBING	i, EXCAVATIO	N, FILL, and MISC.	\$10,172.24
							SUBTOTAL	\$10,172.24
MOBILIZATION							SUBTOTAL	\$1,131.73
OVERHEAD & GENE	RAL EXPENSES	10%					SUBTOTAL	\$1,130.40
Ontional Dook?	NO						TOTAL	\$12,434.37
Optional Rock?	INO					COS	ST PER STATION	\$119.56

Sale:	Five Dollar Bill		Roa	ad:	L-3200		
Required Pre-Haul Maintenance-	15+45 stations niles Required Reconstruction -	50+15 stat 0.95 mile	tions Co	Required onstruction -	0+00 stat	tions es	
Required Abandonment-	0+00 stations niles Optional Reconstruction -	0+00 stat	Co	Optional onstruction -	0+00 stat	tions	
PRE-HAUL MAIN	TENANCE						
CLEARING Roadside Brushing		0.29	miles @	\$1,560.00	per mile =	\$452.40	
<b>EXCAVATION</b> Clean ditches & culverts-		15.45 s	stations @	\$67.19	per station	\$1,038.09	
MISC. Grade and shape existing roa Roll shaped road surface w/	nd surface - vibratory roller prior to rocking -	15.45 s	stations @ stations @ OTAL CLEARING	\$18.25 \$9.70 G, GRUBBING,	per station per station EXCAVATION, FI	\$281.96 \$149.87 LL, and MISC.	\$1,922.32
RECONSTRUCTION	ON						
CLEARING/GRUBBING Scattering Organic Debris		50.15	sta @	\$70.00	per sta	\$3,510.50	
EXCAVATION Reconstruct ditch & cut slope Grade and shape subgrade -	es, clean culverts-		stations @ stations @	\$134.38 \$14.60	per station per station	\$6,739.16 \$732.19	
FILL Fill roadway @ area of 15+49	5 to 19+21 -	5.00	hours @	\$280.00	per hour	\$1,400.00	
MISC. Roll subgrade w/ vibratory ro Reconstruct turnaround @ st Remove culverts from state I Grass seed and fertilize -	a	50.15 s 4.00 2.00 25.00	stations @ @ @ lbs @	\$12.12 \$134.62 \$268.78 \$4.00	per station each total per lbs	\$607.82 \$538.48 \$268.78 \$100.00	
		Т	OTAL CLEARING	G, GRUBBING,	EXCAVATION, FI	LL, and MISC.	\$13,896.93
CULVERTS - MA	TERIALS & INSTALLATION						
	Culverts 90 LF of 18"  Half Rounds or Downspouts 0 LF of 24"	\$2,745.00 \$2,745.00 \$0.00 \$0.00		30	LF of 24"	\$1,008.90 \$1,008.90	
	Culvert Stakes & Markers 0 stakes 4 markers	\$0.00 \$32.00 \$32.00			ТОТ	TAL CULVERTS	\$3,785.90
ROCK 15+45 to Spot Rock Energy Dissipator Roadway Fill Spot Rock (patch water bars)	See Rock List         400         cy. of           See Rock List         8         cy. of           15+45 to 19+21         200         cy. of	1 1/2" Crushed 1 1/2" Crushed Select Pit-Run Select Pit-Run Select Pit-Run	@ @ @ @	\$9.81 \$10.67 \$17.42 \$16.97 \$13.62	per c.y.= per c.y.= per c.y.= per c.y.= per c.y.=	\$2,992.05 \$4,268.00 \$139.36 \$3,394.00 \$2,043.00	
						TOTAL ROCK	\$12,836.41
MOBILIZATION						SUBTOTAL SUBTOTAL	\$32,441.56 \$1,760.00
	NERAL EXPENSES	10%				SUBTOTAL	\$3,420.16
JILMILAD & OL		10 70				TOTAL	\$37,621.72
Optional Rock?	NO				COST P	ER STATION	\$573.50

Sale:	Five Dollar B	ill		<u> </u>		Road:	L-3200 Ext		
Required Pre-Haul Maintenance-	0+00 0.00	stations miles	Required Reconstruction		stations miles	Required Construction -	14+25 0.27	stations miles	
Required Abandonment-	0+00 0.00	stations miles	Optional Reconstruction	-	stations miles	Optional Construction -	22+60 0.43	stations miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris				36.85	sta @	\$280.00	per sta	\$10,318.00	
EXCAVATION  Road Construction Earthwork  Construct settling ponds  Construct ditchouts - (1+15)  Grade and shape subgrade -	s.			36.85 2.00 1.00 36.85	sta. @ @ @ stations @	\$194.44 \$53.75 \$60.00 \$14.60	per sta. = each each per station	\$7,165.11 \$107.50 \$60.00 \$538.01	
MISC. Roll subgrade w/ vibratory roconstruct turnouts @ sta Construct turnaround @ sta. Construct landing - Grass seed and fertilize -	-	ing -		36.85 3.00 3.00 4.00 110.00	stations @ @ @ @ Ibs @	\$12.12 \$134.62 \$134.62 \$538.46 \$4.00	per station each each each per lbs	\$446.62 \$403.86 \$403.86 \$2,153.84 \$440.00	
OULVEDTS MAD	FEDIAL C 0	INICTA	LLATION		TOTAL CLEA	RING, GRUBBING,	EXCAVATIO	N, FILL, and MISC.	\$22,036.80
CULVERTS - MAT	IERIALS 8	Culverts 90 Culvert Sta	LF of 18 kes <u>&amp; Markers</u> markers			40	LF of 24"	\$1,345.20 \$1,345.20 TOTAL CULVERTS	\$4,122.20
ROCK 14+25 to 0+00 to Energy Dissipator	36+85 14+25 See Rock List	1,330	cy. of cy. of cy. of	Select Pit Run Select Pit Run Select Pit Run	@ @ @	\$14.48	per c.y.= per c.y.= per c.y.=	\$33,450.66 \$19,258.40	\$52,815.66
								SUBTOTAL	\$78,974.66
MOBILIZATION								SUBTOTAL	\$2,451.74
OVERHEAD & GE	NERAL EX	PENSES	S	10%				SUBTOTAL	\$8,142.64
Optional Rock?	NO	7						TOTAL	\$89,569.04
- F		_					cos	ST PER STATION	\$2,430.64

Sale:	Five Dollar Bill	<u> </u>		_		Road:	L-3230		
Required Pre-Haul Maintenance-		stations miles	Required Reconstruction		stations miles	Required Construction -	0+00 0.00	stations miles	
Required Abandonment-		stations miles	Optional Reconstruction	-	stations miles	Optional Construction -	16+00	stations miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris				16.00	sta @	\$280.00	per sta	\$4,480.00	
<b>EXCAVATION</b> Road Construction Earthwork Grade and shape subgrade -				16.00 16.00	sta. @ stations @	\$152.17 \$14.60	per sta. = per station	\$2,434.72 \$233.60	
MISC. Roll subgrade w/ vibratory ro Construct turnouts @ sta Construct landing - Grass seed and fertilize -	oller prior to rockinç	g -		16.00 2.00 2.00 48.00	stations @ @ @ lbs @	\$12.12 \$134.62 \$538.46 \$4.00	per station each each per lbs	\$193.92 \$269.24 \$1,076.92 \$192.00	
CULVERTS - MA	<u>(</u>	<u>Culverts</u> 90	LLATION  LF of 18  kes & Markers	3" <u>\$2,745.00</u> \$2,745.00	TOTAL CLEA	RING, GRUBBING	, EXCAVATION	N, FILL, and MISC.	\$8,880.40
		3 1	markers	\$24.00 \$24.00				TOTAL CULVERTS	\$2,769.00
ROCK 0+00 to Energy Dissipator	16+00 See Rock List	1,606 2	cy. of cy. of	Select Pit Run Select Pit Run	@ @	\$14.67 \$19.67	per c.y.= per c.y.=	\$23,560.02 \$39.34 TOTAL ROCK	\$23,599.36
								SUBTOTAL	\$35,248.76
MOBILIZATION								SUBTOTAL	988.0050831
OVERHEAD & GE	NERAL EXP	ENSES		10%				SUBTOTAL	\$3,623.68
Optional Rock?	YES							TOTAL	\$39,860.45
							cos	ST PER STATION	\$2,491.28

Sale:	Five Dollar Bill		Road: Jules Pit Exploration	
Required Pre-Haul Maintenance- Required Abandonment-	0+00 stations niles  0+00 stations necessarily stations no.00 stations niles  Required Reconstruct Optiona Reconstruct	0+00 stations 0.00 miles	Required Construction - 0+00 stations miles  Optional Construction - 0+00 stations miles	
ADDITIONAL REC	QUIREMENTS	32.00 @	\$280.00 each \$8,960.00 TOTAL ADDITIONAL REQUIREMENTS	\$8,960.00
			SUBTOTAL	\$8,960.00
OVERHEAD & GEI	NERAL EXPENSES	10%	SUBTOTAL	\$896.00
			TOTAL	\$9,856.00

## **ROCK DEVELOPMENT COST SUMMARY**

	Pit:	Jules Pit		Location:	Sec. 27, T1	4N R5W		
	Sale:	Five Dollar Bill			Road:	_	5540 c.y.	
	Swell:	1.40			Stockpile:	_	C.y.	
	Shrinkage	1.16			Total Truck	Loads:	5540 c.y.	
	Drill Pct.:	0%			In Place To	tal:	3957 c.y.	
						-		
	Waste Area in Waste Are Drill & Shoo	ment & Cleanup including Cl @ adjacent to pit, place ove ea, spread and compact. t:	\$5.86 \$4.50	/cu.yd x /cu.yd x	2333	cu.yds. cu.yds.	\$13,671.38 \$0.00	
	Rip Rock:			/cu.yd x		cu.yds.	\$9,892.50	
	Push Rock:			/cu.yd x		cu.yds.	\$3,711.80	
	Load Dump	Truck:	\$1.00	/cu.yd x	5540	cu.yds.	\$5,540.00	
						Subtotal	\$32,815.68	
	Move in D-8	1	2	@	\$637.59	=	\$1,275.18	
	Move in Exc	avator	2	@	\$637.59	=	\$1,275.18	
	Move in Tru	cks	3	@	\$220.00	=	\$660.00	
						Subtotal	\$3,210.36	
	Base Cost=	\$6.50	Per Cu.Yd.	TOTAL	PRODUCTIO	ON COSTS	\$36,026.04	
			_					
							One-Way	
Road	Haul Cost	Application Cost	Base Cst.	Cost	Number	Speed	Dist	ROCK
Segment	/cu.yd.	/cu.yd.	/cu.yd.	/cu.yd	. Cu. Yds	(Mi/hr.)	(ft)	COST
L-3200 Energy Dissipator	\$4.92	\$6.00	\$6.50	\$17.42	8	20	12000	\$139.36
L-3200 Roadway Fill	\$4.47	\$6.00	\$6.50	\$16.97	200	22	11300	\$3,394.00
L-3200 Spot Rock (patch water	\$6.12	\$1.00	\$6.50	\$13.62	150	18	15000	\$2,043.00
L-3200 Ext.	\$7.44	\$1.00	\$6.50	\$14.94	2239	17	18500	\$33,450.66
L-3200 Ext.	\$6.98	\$1.00	\$6.50	\$14.48	1330	17	17000	\$19,258.40
L-3200 Ext. Energy Dissipator	\$8.82	\$6.00	\$6.50	\$21.32	5	15	18000	\$106.60
L-3230	\$7.17	\$1.00	\$6.50	\$14.67	1606	17	17600	\$23,560.02
L-3230 Energy Dissipator	\$7.17	\$6.00	\$6.50	\$19.67	2	17	17600	\$39.34
				Total C.Y.	5540		Sub Total	\$81,991.38

TOTAL ROCKING COSTS \$81,991.38

## **ROCK DEVELOPMENT COST SUMMARY**

		ncoln Quarry Stockpile ve Dollar Bill 1.40 1.16 0%		Location:	Sec. 15, T1 Road: Stockpile: Total Truck In Place To	Loads:	705 c.y. c.y. 705 c.y. 504 c.y.	
	Load Dump Tru	ck:	\$1.50	/cu.yd x	705	cu.yds. Subtotal	\$1,057.50 \$1,057.50	
	Move in Excava Move in Trucks	tor	1 3	@ @	\$783.51 \$220.00	= = Subtotal	\$783.51 \$660.00 \$1,443.51	
	Base Cost=	\$3.55	Per Cu.Yd		PRODUCTIO	N COSTS	\$2,501.01	
Road Segment	Haul Cost /cu.yd.	Application Cost /cu.yd.	Base Cst. /cu.yd.	Cost /cu.yd.		Speed (Mi/hr.)	One-way Dist (ft)	ROCK COST
L-3200 L-3200 Spot Rock	\$5.26 \$6.12	\$1.00 \$1.00	\$3.55 \$3.55	\$9.81 \$10.67	305 400	18 18	12000 15000	\$2,992.05 \$4,268.00
				Total C.Y.	705		Sub Total	\$7,260.05

TOTAL ROCKING COSTS \$7,260.05

