

TIMBER NOTICE OF SALE

SALE NAME: GOLD HILL FIRE SALVAGE

AGREEMENT NO: 30-093159

AUCTION: December 15, 2015 starting at 10:00 a.m.,
Northeast Region Office, Colville, WA

COUNTY: Stevens

SALE LOCATION: Sale located approximately 9 miles northwest of Colville, WA

**PRODUCTS SOLD
AND SALE AREA:**

All standing timber not marked with blue paint in Units 1 and 2; all pushed over timber along the eastern boundaries of Unit 1 and 2 bounded by white timber sale boundary tags. on part(s) of Sections 3 and 10 all in Township 36 North, Range 38 East, W.M., containing 51 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BV-SFIS-US09000572)

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg Ring DBH Count	Total MBF	Total Tons	Price \$/Ton	MBF by Grade									
					P	SM	1S	2S	3S	4S	5S	6S	UT	
Douglas fir	13.1	580	3,416	\$30.50				145	342	93				
Larch	10.8	44	260	\$30.50				6	28	10				
Ponderosa pine	15.8	30	150	\$30.50							4	26		
Grand fir	18.2	4	25	\$30.50						4				
Red cedar	10	1	6	\$100.00						1				
Sale Total		659	3,857											

MINIMUM BID: \$30.5/ton (est. value \$118,000.00)

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$23,600.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: July 31, 2016

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Ponderosa pine, Larch, Grand fir, Douglas fir combined

BID DEPOSIT: \$11,800.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Rubber tired skidder and Track skidder. Falling and Yarding will not be permitted from March 1 to April 30 unless authorized in writing by the Contract Administrator due to spring breakup.

ROADS: 84.80 stations of required prehaul maintenance. The hauling of forest products will not be permitted from March 1 to April 30 unless authorized in writing by the Contract Administrator due to spring breakup.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine: 8.0 - 17.5 inches dbh has a minimum top of 5.6 inch dib. All other species: 7.0 - 17.5 dbh has minimum top of 5.6 inch dib. All species 17.6 inch and greater dbh measure height to 40% of dob at 16 feet or a 6 inch top whichever is greater.



TIMBER NOTICE OF SALE

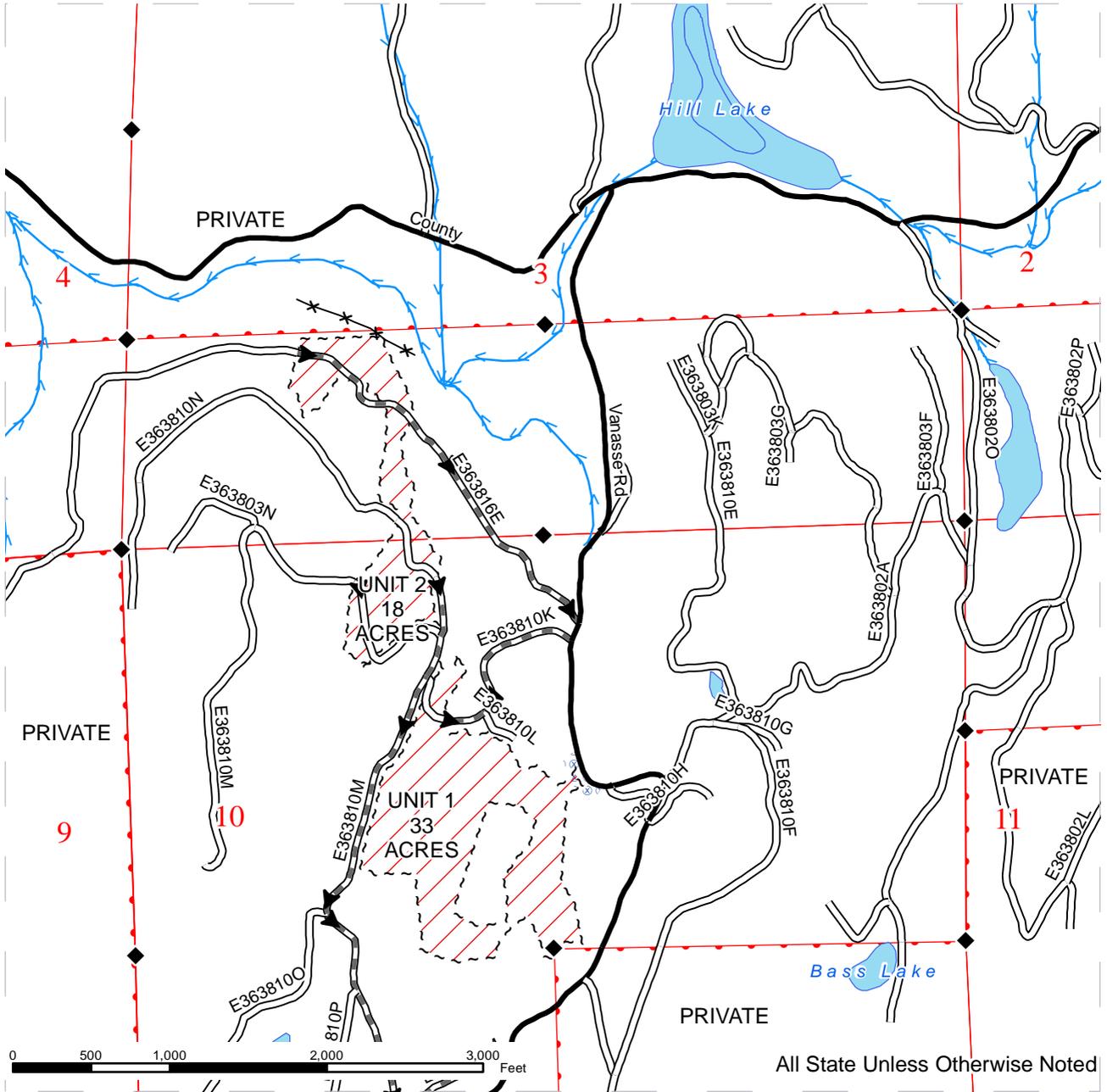
FEES: \$11,680.00 is due on day of sale. \$1.54 per ton is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: The pushed over timber is a results of fire trail constuction: When any portion of a tree is in the fire trail, the whole tree may be taken. There is approximately 1 mbf of cedar that was not included in the cruise.

TIMBER SALE MAP

SALE NAME: GOLD HILL FIRE SALV
AGREEMENT#: 30-093159
TOWNSHIP(S): T36R38E
TRUST(S): University - Transferred(5)

REGION: Northeast Region
COUNTY(S): STEVENS
ELEVATION RGE: 2252-2659



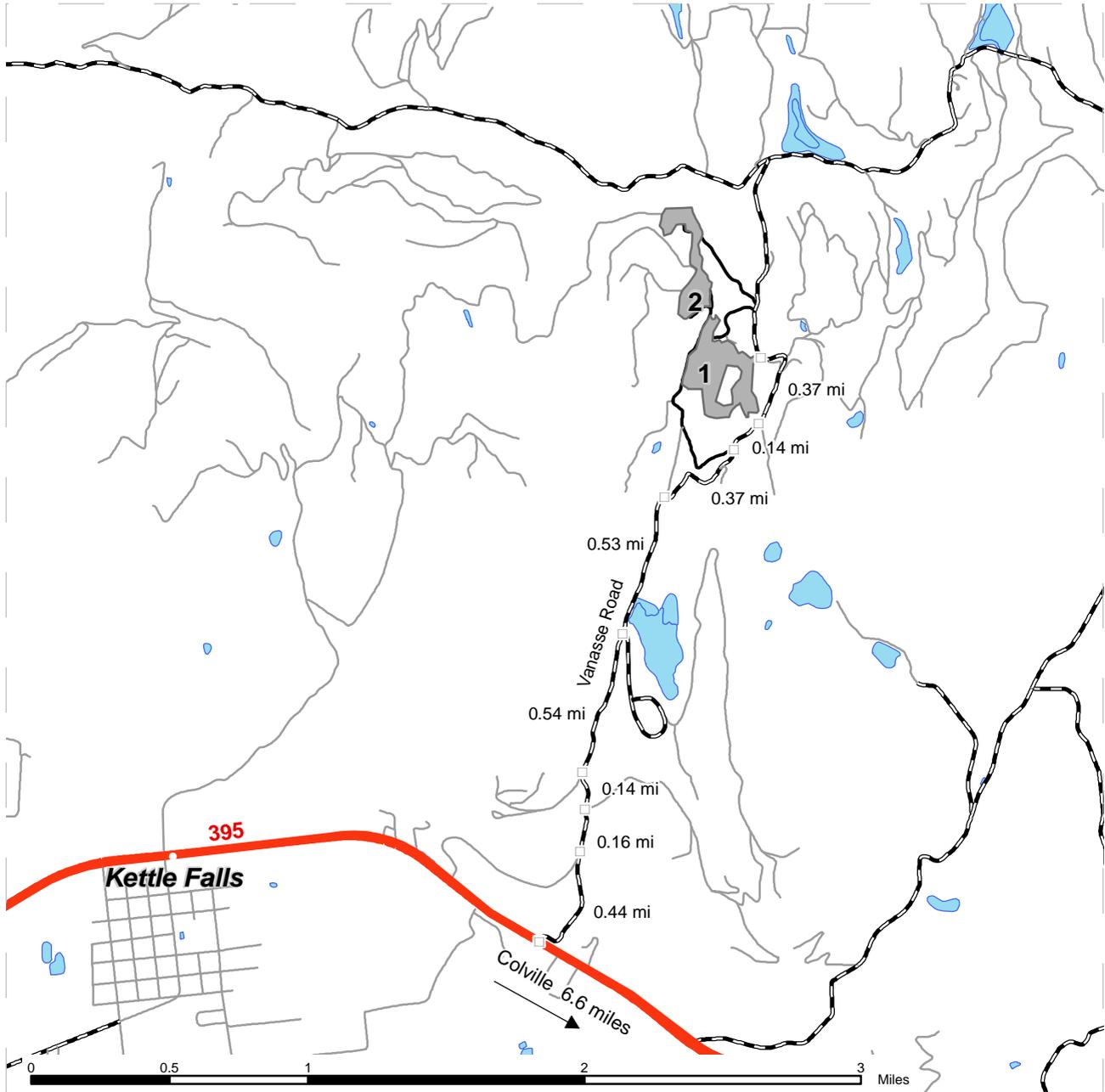
--- Sale Boundary Tags	— Existing Road	→ Streams
▨ Ground Skidding	▬ PreHaul Maintenance	◆ Monumented Corners
- Fence	— County Road	
	⊗ Extreme Hazard Abatement	



DRIVING MAP

SALE NAME: GOLD HILL FIRE SALV
AGREEMENT#: 30-093159
TOWNSHIP(S): T36R38E
TRUST(S): University - Transferred(5)

REGION: Northeast Region
COUNTY(S): STEVENS
ELEVATION RGE: 2252-2659



	Timber Sale Unit
	Haul Route
	Other Route
	County Road
	Highway
	Milepost Marker

DRIVING DIRECTIONS:

At the North round-about in Colville, go north on Hwy 395 for 6.6 miles. Turn north onto Vanasse Road and travel 2.7 miles to Unit 1. See vicinity map for details.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Tonnage Scale AGREEMENT NO. 30-093159

SALE NAME: GOLD HILL FIRE SALVAGE

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on December 15, 2015 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All standing timber not marked with blue paint in Units 1 and 2; all pushed over timber along the eastern boundaries of Unit 1 and 2 bounded by white timber sale boundary tags., located on approximately 51 acres on part(s) of Sections 3, and 10 all in Township 36 North, Range 38 East W.M. in Stevens County(s) as shown on the attached timber sale map and as designated on the sale area.

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

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

G-020 Inspection By Purchaser

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

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to July 31, 2016.

G-040 Contract Term Adjustment - No Payment

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

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

G-110 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

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® program 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.

Road is defined as the road bed, including but not limited to its component parts, such as 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. 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.

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than

\$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operation

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

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

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

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the

provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining

unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E363810K, E363816E, E363810L, E363810M and E363810N. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 100 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

10% Ladak Alfalfa, 15% Smooth Brome, 15% Big Bluegrass, 15% Hard Fescue, 15% Small Burnet, 15% Alyce Clover, 15% White Dutch Clover
Seed shall be certified weed free, premixed and delivered to Northeast Region Office in 50 pound bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or

replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-350 Permanent Plots

There are permanent plot(s) located within the sale area. The aluminum tags at the base of the trees within the plot(s) shall not be removed or destroyed.

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 E363810K, E363816E, E363810M, E363810N and Vanasse County roads, unless authority is granted in writing by the Contract Administrator.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-010 Initial Deposit

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

P-024 Payment for Forest Products

Purchaser agrees to pay the following rate per ton for forest products conveyed plus \$11,680.00 on day of sale and \$1.54 per ton upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

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

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-052 Payment Procedure

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

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

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

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

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$23,600.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability**L-060 Load Tickets**

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

Purchaser shall account for all load tickets issued by the Contract Administrator. The State may treat load tickets not accounted for as lost forest products. All costs associated with computing the billings for lost loads shall be borne by Purchaser.

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 1 to April 30 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 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 area, 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 'Trespass and 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 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 4 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-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for units 1 and 2. The plan shall address the harvest operations and be incorporated at the prework conference, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-050 Rub Trees

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

H-052 Branding and Painting

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

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

H-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be felled by hand or mechanical means and yarded with ground base equipment unless authority to use other equipment is granted in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted on E363810K, E363816E, E363810L, E363810M and E363810N roads from March 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. Slash will be haul back and scatter landing slash on skid trails as directed by the contract administrator.
- b. When any portion of a tree is in the fire trail, the whole tree may be taken.

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

H-150 Required Removal of Forest Products

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

Species	Net bd ft	Log length (ft)	Log dib
All	10	12	5.6

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

H-157 Optional Removal of Forest Products Not Designated

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

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

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

H-160 Mismanufacture

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

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-260 Fall Leaners

Trees in units 1 and 2 that have been pushed over in falling or skidding operations shall be felled.

Section C: Construction and Maintenance**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 10/19/2015 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E363810K, E363816E, E363810L, E363810M and E363810N roads. All work shall be completed to the specifications detailed in the Road Plan.

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.

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

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical

emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-040 Noxious Weed Control

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

S-050 Cessation of Operations for Low Humidity

During the "closed season", when the humidity is 12 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed

season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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 4 to 6 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

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

Appropriate Department of Ecology regional office (contact information below).

DNR Contract Administrator

ECY - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

ECY - Southwest Region:

1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

ECY - Central Region:

1-509-575-2490

(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

ECY - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

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.

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-010 Liquidated Damages

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

D-021 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an

adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

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

Where:

LD = Liquidated Damage value.

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

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

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

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

A = Administrative Fee = \$2,500.00.

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

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service within 24 hours of log removal, and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in units 1 and 2.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Loren D. Torgerson
Northeast Region Manager

Date: _____

Date: _____

Address:

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

Pre-Haul Maintenance: **linear feet**
Existing road to receive maintenance work (specifically required by the contract) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

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

(Revised 4/09)

PRE-CRUISE NARRATIVE

Sale Name: Gold Hill Fire Salvage	Region: Northeast
Agreement #: 30-093159	District North Columbia:
Contact Forester: Janet Rogers Phone / Location: (509) 684-7474	County(s): Choose a county, Stevens
Alternate Contact: Tony Flanagan Phone / Location: (509) 684-7474	Other information: Location of Units is off of Vanasse County Road

Type of Sale: Weight Scale	
Harvest System: Ground based Click here to enter text.	Click here to enter percent sale acres.
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent 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 # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec.10 / T36N / R38E	03	33.01			.12		32.89	Choose an item.
2	Sec. 10&3 / T36N / R38E	03	18.09			.57		17.51	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			51.10			.69		50.41	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription:	Special Management	Other conditions (#)
--------	-----------------------	--------------------	----------------------

	(Leave, take, paint color, tags, flagging etc.)	areas:	leave trees, etc.)
1	Pink ribbon with white boundary tags. Cut all standing green and dead timber not banded with blue paint; all down dead timber except for two down logs per acre which meet Forest Practice requirements; and all down green and dead timber lying in the fire trails. When any portion of a tree is in the fire trail, the whole tree may be taken.	Pink ribbon is exact location of boundary with white boundary tags as close to ribbon as possible.	6-8 TPA leave trees
2	Pink ribbon with white boundary tags. Cut all standing green and dead timber not banded with blue paint; all down dead timber except for two down logs per acre which meet Forest Practice requirements; and all down green and dead timber lying in the fire trails. When any portion of a tree is in the fire trail, the whole tree may be taken.	Pink ribbon is exact location of boundary with white boundary tags as close to ribbon as possible.	6-8 TPA leave trees

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF,PP,WL - 360		
2	DF, PP - 290		
TOTAL MBF	650		

REMARKS:

This is a fire salvage. PRODUCTS SOLD will be All standing green and dead timber not banded with blue paint; all down dead timber except for two down logs per acre which meet Forest Practice requirements; and all down green and dead timber lying in the fire trails. When any portion of a tree is in the fire trail, the whole tree may be taken.
A third unit was cruised to account for timber in fire trail.

Prepared By: Janet Rogers	Title: NRS 1	CC:
Date: 10/20/15		

Cruise Narrative

Sale Name: Gold Hill Fire Salvage	Region: Northeast
Agreement Number: 30-093159	District: North Columbia
Lead Cruiser: Jim Putnam	Completion Date: 10/27/2015
Other Cruisers on sale:	Legal: Sections 3 & 10, T 36 N, R 38 E WM.

Unit Acreage Specifications:							
Unit #	Gross Acres	Net Acres	Total Deletions	Existing Roads	Leave Tree Acres	Power Line	Other
1	33.02	32.90	0.12	0.12			
2	18.08	17.51	0.57	0.57			
3	0.80	0.80					
Total	51.90	51.21	0.69	0.69	0.00	0.00	0.00

Unit 3 – This unit consist of all the trees that were pushed over while the fire trail was being constructed on State Land.

Cruise Sample Design:

This timber sale was cruised using the **variable plot** sampling method. The double basal area system was employed; a small BAF to determine Basal Area (count trees) and a large BAF to determine the Volume-Basal Area Ratio (cruise trees). Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit. **Unit 3 was cruised using the Individual Tree Sample method.**

Unit #	Small BAF (count)	Large BAF (cruise)	Sighting height	Grid size (plot spacing in feet)	% Cruise to count Target	% Cruise to count Actual	Total number of Plots
1	33.61	134.44	D4H	130 x 130	25%	24.1%	84
2	33.61	134.44	D4H	130 x 130	25%	22.5%	45
3	ITS		D4H		20%	20%	1
Total							

Cruise Specifications:

Minor species cruise intensity:	We grade the first tree of all minor species encountered with the smaller BAF; then follow through with the small BAF to large BAF ratio.
Minimum top dib:	<p>Ponderosa pine and red cedar: Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> <p>All other species: Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p>
Minimum dbh:	Ponderosa pine: 8.0 inches DBH All other species: 7.0 inches DBH
Log lengths:	Saw logs: 32 feet where possible, minimum of 12 feet
Take / Leave tree description:	Harvest all green and fire damaged conifers that meet the minimum cruise specifications and are not banded with blue paint. Harvest all down conifers on edge of fire trail.
Commercial species observed in sale area, but not in cruise:	Western red cedar
Status codes used:	
Sort codes used	D – saw log
Species table used:	NE 2 inch
Grade table used:	Eastgrad

Field Observations:

Location:	Stevens County, 6 miles northwest of Colville, Washington.
Aspect:	North, East, and West
Elevation:	2240 to 2640
Slope:	Unit 1 – 0% to 70%, Average 35% Unit 2 – 0% to 60%, Average 30% Unit 3 – 0% to 35%, Average 20%
Harvest Methods:	100% Ground base yarding with the longest skidding of 1200 feet.
Stand Composition:	The stands are second growth Douglas-fir, western larch and ponderosa pine with larger residual trees. There is a minor component of grand fir and western red cedar.
Stand Health:	The 80% of trees in this sale have been killed by the Gold Hill Fire which burned in mid-August. Bark beetles are active and the woodpeckers are working on those trees.
Timber Quality:	The timber is a mix of fair quality Douglas-fir (88.1%), western larch (6.7%), ponderosa pine (4.5%) and grand fir (.7%).
Other Considerations:	There are some steep slopes in unit 1

Trust and Counties:

Trust 05: 100%

Stevens County: 100%

Prepared by: Jim Putnam

Title: Timber cruiser

CC: Timber Sales Document Center & File #30-093159

Species, Sort Grade - Board Foot Volumes (Project)

T36N R38E S03 Ty00U2 17.51 T36N R38E S10 Ty00U1 32.90 T36N R38E S10 Ty00U3 .80		Project: GOLDFAL Acres 51.21	Page 1 Date 10/27/2015 Time 3:16:40PM
---	--	---	---

Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent of Net Board Foot Volume								Average Log				Logs		
					Net	Def%	Gross		Net	Net MBF	Log Scale Dia.				Log Length				Ln	Dia		Bd	CF/
											4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2		24	6.9	3,034	2,824	145			80	20		100					32	14	261	1.77	10.8
DF	D	3		59	5.5	7,065	6,674	342		98	2			100					32	8	99	0.73	67.2
DF	D	4		17	13.0	2,086	1,816	93		100			40	60					20	6	24	0.35	75.7
DF Totals				88	7.2	12,185	11,314	579		74	21	5	6	94					26	8	74	0.68	153.7
WL	D	2		13	3.7	119	114	6			100			100					32	14	264	2.21	.4
WL	D	3		64	3.0	576	558	29		100				100					32	8	73	0.50	7.6
WL	D	4		23		193	193	10		100			79	21					18	6	22	0.24	8.8
WL Totals				7	2.4	887	866	44		87	13		18	82					25	7	51	0.46	16.9
GF	D	2		5	11.1	5	5	0			100			100					32	14	240	1.63	.0
GF	D	3		95	29.3	117	83	4		1	99			100					32	14	184	1.30	.4
GF Totals				1	28.5	122	87	4		1	99			100					32	14	187	1.31	.5
PP	D	4		11	9.9	74	67	3			100			100					32	12	174	1.49	.4
PP	D	5		89	3.4	532	513	26		35	65		10	90					25	8	92	0.87	5.6
PP Totals				5	4.2	606	580	30		31	69		9	91					25	8	97	0.92	6.0
Totals					6.9	13,800	12,847	658		73	23	4	7	93					26	8	73	0.67	177.0

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT GOLDFALS							DATE	10/27/2015	
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
36N	38E	03	GOLD HILL FS	00U2	51.21	130	548	S	E		
36N	38E	10	GOLD HILL FS	00U1							
36N	38E	10	GOLD HILL FS	00U3							
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL		130	548	4.2							
CRUISE		67	230	3.4	5,991	3.8					
DBH COUNT											
REFOREST											
COUNT		48	135	2.8							
BLANKS		15									
100 %											
STAND SUMMARY											
		SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR		185	101.9	13.1	66	26.5	96.0	12,185	11,314	2,706	2,705
W LARCH		35	10.3	10.8	81	2.0	6.6	887	866	190	190
P PINE		8	4.4	15.8	41	1.5	6.0	606	580	138	138
GR FIR		2	.4	18.2	45	0.2	.8	122	87	20	20
TOTAL		<i>230</i>	<i>117.0</i>	<i>13.1</i>	<i>66</i>	<i>30.2</i>	<i>109.4</i>	<i>13,800</i>	<i>12,847</i>	<i>3,054</i>	<i>3,052</i>
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR				310	310	310					
W LARCH				363	363	363					
P PINE		64.5	24.3	197	260	323					
GR FIR		31.7	29.8	172	245	318					
TOTAL				<i>312</i>	<i>312</i>	<i>312</i>					
CL	68.1	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		53.8	4.7	97	102	107					
W LARCH		304.5	26.7	8	10	13					
P PINE		310.5	27.2	3	4	6					
GR FIR		626.0	54.9	0	0	1					
TOTAL		<i>39.0</i>	<i>3.4</i>	<i>113</i>	<i>117</i>	<i>121</i>	<i>61</i>	<i>31</i>	<i>15</i>		
CL	68.1	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		48.9	4.3	92	96	100					
W LARCH		266.8	23.4	5	7	8					
P PINE		291.8	25.6	4	6	7					
GR FIR		620.3	54.4	0	1	1					
TOTAL		<i>32.0</i>	<i>2.8</i>	<i>106</i>	<i>109</i>	<i>112</i>	<i>41</i>	<i>21</i>	<i>10</i>		
CL	68.1	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		52.0	4.6	10,798	11,314	11,830					
W LARCH		265.1	23.2	665	866	1,067					
P PINE		295.5	25.9	430	580	730					
GR FIR		613.1	53.8	40	87	134					
TOTAL		<i>37.6</i>	<i>3.3</i>	<i>12,423</i>	<i>12,847</i>	<i>13,271</i>	<i>57</i>	<i>29</i>	<i>14</i>		
CL	68.1	COEFF	V BAR/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		518.9	45.5	112	118	123					
W LARCH		845.4	74.1	100	131	161					

TC PSTATS		PROJECT STATISTICS							PAGE	2
		PROJECT		GOLDFAL			DATE		10/27/2015	
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	38E	03	GOLD HILL FS	00U2	51.21	130	548	S	E	
36N	38E	10	GOLD HILL FS	00U1						
36N	38E	10	GOLD HILL FS	00U3						
CL	68.1	COEFF		V BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.00	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		191.8	16.8	72	97	123				
GR FIR		615.2	54.0	50	108	166				
TOTAL		<i>553.0</i>	<i>48.5</i>	<i>114</i>	<i>117</i>	<i>121</i>	<i>12,233</i>	<i>6,242</i>	<i>3,058</i>	

T36N R38E S10 T00U1										T36N R38E S10 T00U1			
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt				
36N	38E	10	GOLD HILL FS	00U1	32.90	84	67	S	E				

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2		28	5.9	3,603	3,392	112		74	26			100			32	14	274	1.75	12.4
DF	D	3		55	3.3	6,763	6,537	215		97	3			100			32	8	101	0.74	64.5
DF	D	4		17	13.5	2,234	1,932	64		100			44	56			20	6	23	0.34	85.2
DF	Totals			92	5.9	12,601	11,861	390		70	23	7		7	93		25	8	73	0.68	162.1
PP	D	4		10	10.5	108	97	3		100				100			32	12	170	1.48	.6
PP	D	5		90	3.4	824	796	26		35	65		10	90			25	8	93	0.87	8.6
PP	Totals			7	4.2	932	893	29		31	69		9	91			25	8	97	0.92	9.2
WL	D	3		75		146	146	5		100				100			32	7	60	0.46	2.4
WL	D	4		25		49	49	2		100			100				16	6	20	0.23	2.4
WL	Totals			1		194	194	6		100			25	75			24	7	40	0.39	4.9
Type Totals					5.7	13,727	12,947	426		68	25	7		8	92		25	8	73	0.68	176.2

T36N R38E S03 T00U2		T36N R38E S03 T00U2
Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt		BdFt
36N 38E 03 GOLD HILL FS 00U2 17.51 45 31 S E		

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2		17	10.9	1,994	1,777	31	100				100				32	14	228	1.85	7.8
DF	D	3		67	9.4	7,241	6,561	115	100				100				32	9	96	0.73	68.4
DF	D	4		16	11.9	1,792	1,580	28	100				31	69	21	6	27	0.38	57.6		
DF	Totals			82	10.1	11,027	9,918	174	82	18	5	95	27	8	74	0.69	133.7				
WL	D	2		17	3.7	348	335	6	100				100				32	14	264	2.21	1.3
WL	D	3		59	3.4	1,213	1,171	21	100				100				32	8	74	0.49	15.8
WL	D	4		24		456	456	8	100				76	24	18	6	22	0.24	20.4		
WL	Totals			16	2.7	2,017	1,962	34	83	17	18	82	24	7	52	0.46	37.4				
GF	D	3		100	29.6	339	238	4	100				100				32	14	190	1.32	1.3
GF	Totals			2	29.6	339	238	4	100				100				32	14	190	1.32	1.3
Type Totals					9.4	13,382	12,118	212	81	19	7	93	27	8	70	0.65	172.4				

T36N R38E S10 T00U3		T36N R38E S10 T00U3
Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt		BdFt
36N 38E 10 GOLD HILL FS 00U3 .80 1 132 S		E

Spp	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
								Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
								4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2	12		2,375	2,375	2	100				100				32	12	190	1.18	12.5
DF	D	3	76	5.2	15,625	14,813	12	100				100				32	8	99	0.67	150.0
DF	D	4	12	10.3	2,438	2,188	2	100				29	71			23	6	27	0.32	81.3
DF	Totals		79	5.2	20,438	19,375	16	88	12		3	97			29	8	79	0.61	243.8	
WL	D	3	91	4.3	4,313	4,125	3	100				100				32	9	94	0.64	43.8
WL	D	4	9		375	375	0	100				50	50			19	6	20	0.29	18.8
WL	Totals		18	4.0	4,688	4,500	4	100				4	96			28	8	72	0.57	62.5
PP	D	4	70		300	300	0	100				100				32	13	240	1.55	1.3
PP	D	5	30	9.1	138	125	0	100				10	90			22	7	50	0.53	2.5
PP	Totals		2	2.9	438	425	0	29	71		3	97			25	9	113	0.96	3.8	
GF	D	2	80	11.1	338	300	0	100				100				32	14	240	1.63	1.3
GF	D	3	20		75	75	0	100				100				28	6	60	0.63	1.3
GF	Totals		2	9.1	413	375	0	20	80		100			30	10	150	1.16	2.5		
Type Totals				5.0	25,975	24,675	20	88	12		3	97			29	8	79	0.61	312.5	

Species Summary - Trees, Logs, Tons, CCF, MBF

T36N R38E S03 Ty00U2	17.5
T36N R38E S10 Ty00U1	32.9
T36N R38E S10 Ty00U	.8

Project GOLDFESAL
Acres 51.21

Page No 1
Date: 10/27/2015
Time 3:16:41PM

Species	S T	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
		Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR		5,216	7,871	3,950	26.55	17.60	0.70	1,386	1,385	624	579
W LARCH		529	864	234	18.39	11.25	0.45	97	97	45	44
P PINE		223	305	169	31.69	23.18	0.89	71	71	31	30
GR FIR		23	24	29	43.52	41.70	1.31	10	10	6	4
Totals		5,991	9,064	4,381	26.09	17.24	0.69	1,564	1,563	707	658

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	5,991	9,064	4,381	26.09	17.24	0.69	1,564	1,563	707	658
Totals	5,991	9,064	4,381	26.09	17.24	0.69	1,564	1,563	707	658

Log Stock Table - MBF

T36N R38E S03 Ty00U2	17.51
T36N R38E S10 Ty00U1	32.90
T36N R38E S10 Ty00U3	.80

Project: GOLDFAL
Acres 51.21

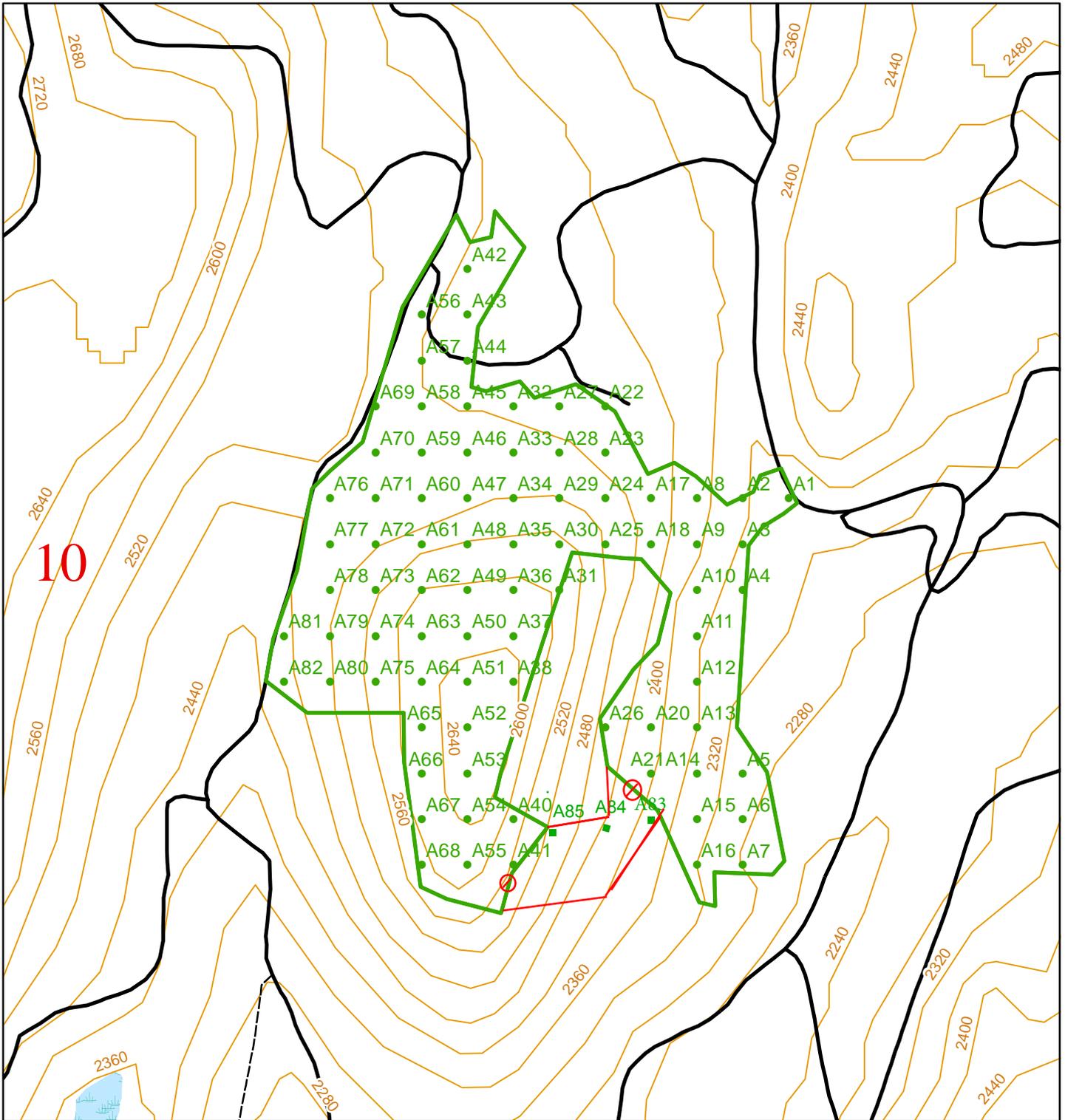
Page 2
Date 10/27/2015
Time 3:16:40PM

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches										
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39
PP		D	5	16	2		2	6.6		2									
PP		D	5	20	1		1	2.0			1								
PP		D	5	26	2	6.8	2	7.0			2								
PP		D	5	30	2		2	7.4		2									
PP		D	5	32	20	3.9	19	65.4		1	1	4	4	10					
PP		Totals			31	4.2	30	4.5		5	4	7	4	10					
Total		All Species			707	6.9	658	100.0		130	262	116	66	55	21	8			

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT GOLDFSA				DATE	10/27/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	38E	10	GOLD HILL FS	00U1	32.90	84	278	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	84	278	3.3							
CRUISE	42	67	1.6	4,026			1.7			
DBH COUNT										
REFOREST										
COUNT	32	88	2.8							
BLANKS	10									
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	58	113.2	12.8	63	28.1	100.4	12,601	11,861	2,771	2,769
P PINE	7	6.7	15.8	41	2.3	9.2	932	893	212	212
W LARCH	2	2.4	11.0	82	0.5	1.6	194	194	45	45
TOTAL	67	122.4	12.9	62	31.0	111.2	13,727	12,947	3,028	3,026
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	97.5	12.8	179	206	232					
P PINE	71.5	29.1	176	249	321					
W LARCH										
TOTAL	93.2	11.5	185	209	233	348	177	87		
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	44.6	4.9	108	113	119					
P PINE	244.1	26.6	5	7	9					
W LARCH	555.6	60.6	1	2	4					
TOTAL	32.1	3.5	118	122	127	41	21	10		
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	38.0	4.1	96	100	105					
P PINE	229.2	25.0	7	9	12					
W LARCH	555.6	60.6	1	2	3					
TOTAL	19.3	2.1	109	111	114	15	8	4		
CL: 68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	39.7	4.3	11,347	11,861	12,374					
P PINE	233.3	25.5	665	893	1,120					
W LARCH	555.6	60.6	76	194	312					
TOTAL	24.0	2.6	12,608	12,947	13,286	23	12	6		
CL: 68.1 %	COEFF	V-BAR/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR										
P PINE	79.0	8.6	72	97	122					
W LARCH	449.9	49.1	48	121	195					
TOTAL	418.7	45.7	113	116	119	7,013	3,578	1,753		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT GOLDFALS				DATE	10/27/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	38E	03	GOLD HILL FS	00U2	17.51	45	138	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL		45	138	3.1						
CRUISE		24	31	1.3	1,833		1.7			
DBH COUNT										
REFOREST										
COUNT		16	47	2.9						
BLANKS		5								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	22	79.2	14.1	74	22.9	85.9	11,027	9,918	2,514	2,513
W LARCH	8	24.2	10.6	80	4.6	14.9	2,017	1,962	426	426
GR FIR	1	1.3	18.1	44	0.5	2.2	339	238	53	53
TOTAL	<i>31</i>	<i>104.7</i>	<i>13.4</i>	<i>75</i>	<i>28.1</i>	<i>103.1</i>	<i>13,382</i>	<i>12,118</i>	<i>2,993</i>	<i>2,992</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	70.5	15.4	151	179	206					
W LARCH	89.9	33.9	109	165	221					
GR FIR										
TOTAL	<i>72.7</i>	<i>13.1</i>	<i>153</i>	<i>175</i>	<i>198</i>	<i>212</i>	<i>108</i>	<i>53</i>		
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	66.0	9.8	71	79	87					
W LARCH	195.5	29.1	17	24	31					
GR FIR	378.4	56.4	1	1	2					
TOTAL	<i>42.3</i>	<i>6.3</i>	<i>98</i>	<i>105</i>	<i>111</i>	<i>72</i>	<i>37</i>	<i>18</i>		
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	63.3	9.4	78	86	94					
W LARCH	163.1	24.3	11	15	19					
GR FIR	378.4	56.4	1	2	4					
TOTAL	<i>36.4</i>	<i>5.4</i>	<i>97</i>	<i>103</i>	<i>109</i>	<i>53</i>	<i>27</i>	<i>13</i>		
CL: 68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	64.1	9.6	8,970	9,918	10,866					
W LARCH	160.5	23.9	1,492	1,962	2,431					
GR FIR	378.4	56.4	104	238	373					
TOTAL	<i>35.6</i>	<i>5.3</i>	<i>11,476</i>	<i>12,118</i>	<i>12,761</i>	<i>51</i>	<i>26</i>	<i>13</i>		
CL: 68.1 %	COEFF	V-BAR/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR			104	115	127					
W LARCH	21.3	3.2	100	131	163					
GR FIR	202.3	30.2	46	106	166					
TOTAL	<i>459.4</i>	<i>68.5</i>	<i>111</i>	<i>118</i>	<i>124</i>	<i>8,443</i>	<i>4,308</i>	<i>2,111</i>		

TC TSTATS				STATISTICS				PAGE	1	
PROJECT				GOLDFISAL				DATE	10/27/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	38E	10	GOLD HILL FS	00U3	0.80	1	132	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL				1	132	132.0				
CRUISE				1	132	132.0	132	100.0		
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	105	131.3	13.7	82	36.3	134.5	20,438	19,375	4,262	4,262
W LARCH	25	31.3	13.5	89	8.4	31.0	4,688	4,500	995	995
P PINE	1	1.3	20.3	83	0.6	2.8	438	425	92	91
GR FIR	1	1.3	20.2	60	0.6	2.8	413	375	87	87
TOTAL	<i>132</i>	<i>165.0</i>	<i>13.8</i>	<i>83</i>	<i>46.1</i>	<i>171.1</i>	<i>25,975</i>	<i>24,675</i>	<i>5,436</i>	<i>5,436</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR				738	738	738				
W LARCH				720	720	720				
P PINE										
GR FIR										
TOTAL				705	705	705				



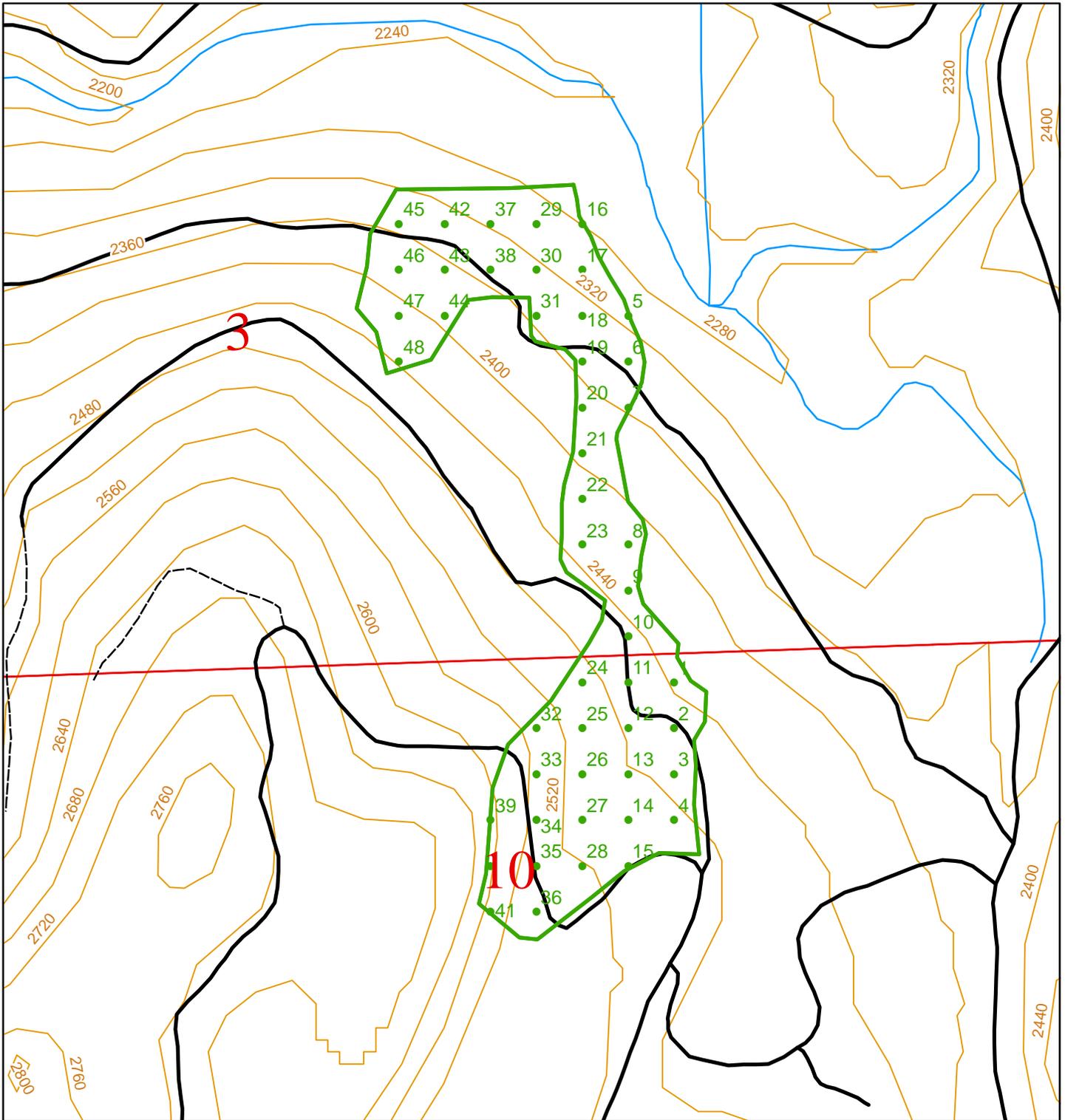
Gold Hill Fire Salvage

LAYER NAME:	u1.shp	Township:	T36R38E
POLY ID:	1	Total Sample Points:	82
Acres:	31	Spacing Between Points:	Width: 130 Height: 130
Actual Boundary line		Point Rotation Degrees:	0



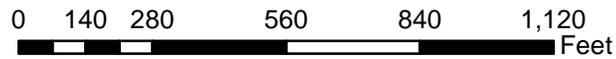
Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40-foot



Gold Hill Fire Salvage

LAYER NAME:	u2.shp	Township:	T36R38E
POLY ID:	1	Total Sample Points:	48
Acres:	18	Spacing Between Points:	Width: 130 Height: 130
		Point Rotation Degrees:	0



Scale 1:4,800

Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40-foot



WASHINGTON STATE DEPARTMENT OF
Natural Resources
 Peter Goldmark - Commissioner of Public Lands

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

FPA/N No: 3020559
 Effective Date: 11/17/2015
 Expiration Date: 11/17/2018
 Shut Down Zone: 686
 EARR Tax Credit: Eligible [] Non-eligible
 Reference: Gold Hill Fire Salvage
 03,10-36-38

Decision

- Notification Operations shall not begin before the effective date.
- Approved This Forest Practices Application is subject to the conditions listed below.
- Disapproved This Forest Practices Application is disapproved for the reasons listed below.
- Closed Applicant has withdrawn FPA/N.

FPA/N Classification

Number of Years Granted on Multi-Year Request

Class II Class III Class IVG Class IVS 4 years 5 years

Conditions on Approval / Reasons for Disapproval

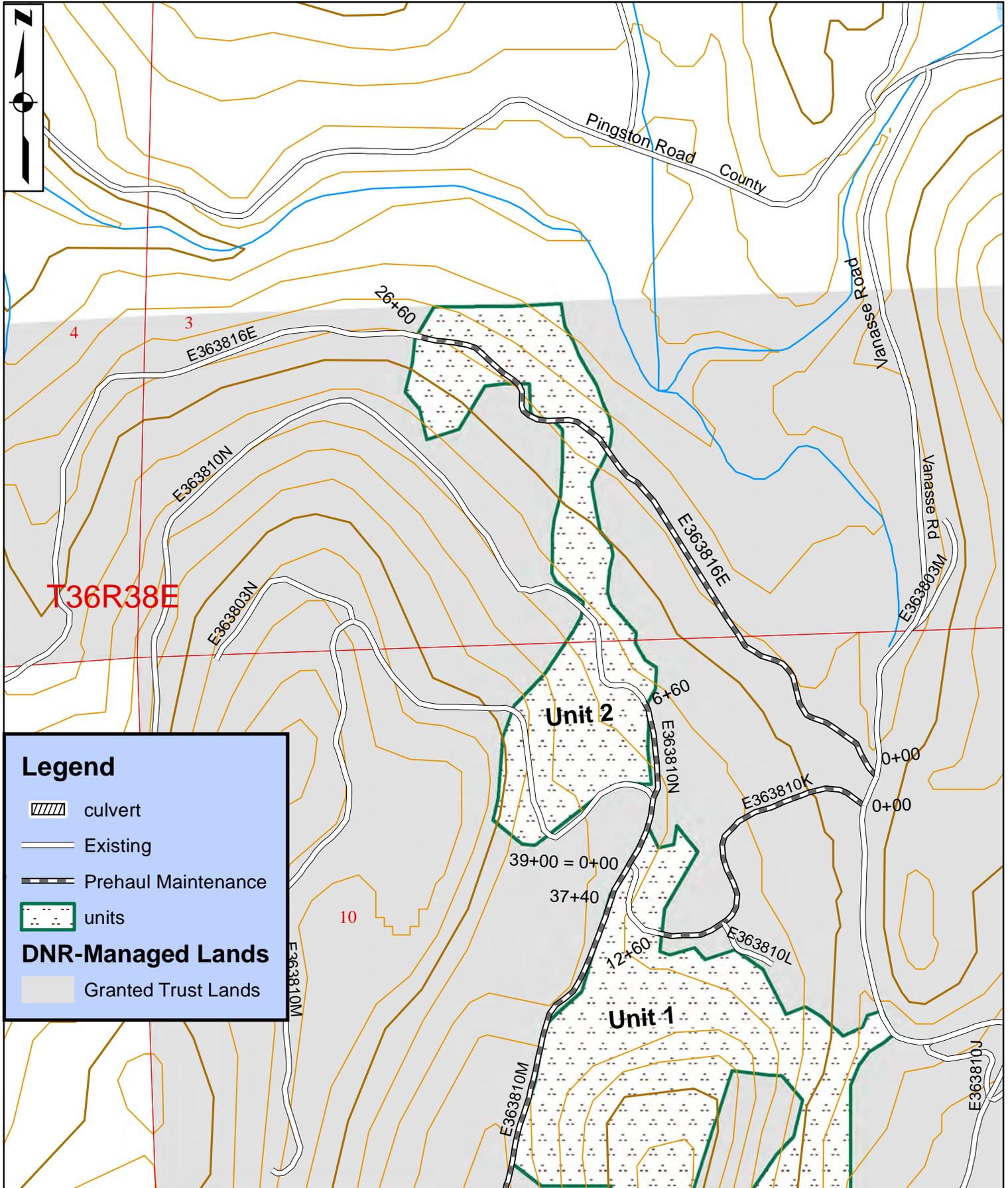
1. Streams and wetlands may have been identified within this harvest area. If changes occur to streams or wetlands during the time of this activity, notify the forest practice forester immediately for correct protection measures.
2. When harvesting on slopes that have the potential to deliver sediment to a public resource, use best management practices to minimize the potential. This could include: progressive water barring of skid trails, slash placement or grass seeding. Leaving small trees or logs on the ground that are perpendicular to the slope can also be helpful in minimizing erosion or delivering sediment to a public resource.
3. For each acre harvested, two green recruitment trees (GRT), two wildlife reserve trees (WRT) and two down logs are required to be left, as per WAC 222-30-020(12)(b).
4. For each acre harvested, reforestation is required, see WAC 222-34-020 for details.

Issued By: Bob Hinds Region: Northeast

Title: Forest Practices Forester Date: 11/12/2015

Copies to: Landowner, Timber Owner and Operator.

Issued in person: Landowner Timber Owner Operator By: Nichole Landrey



Legend

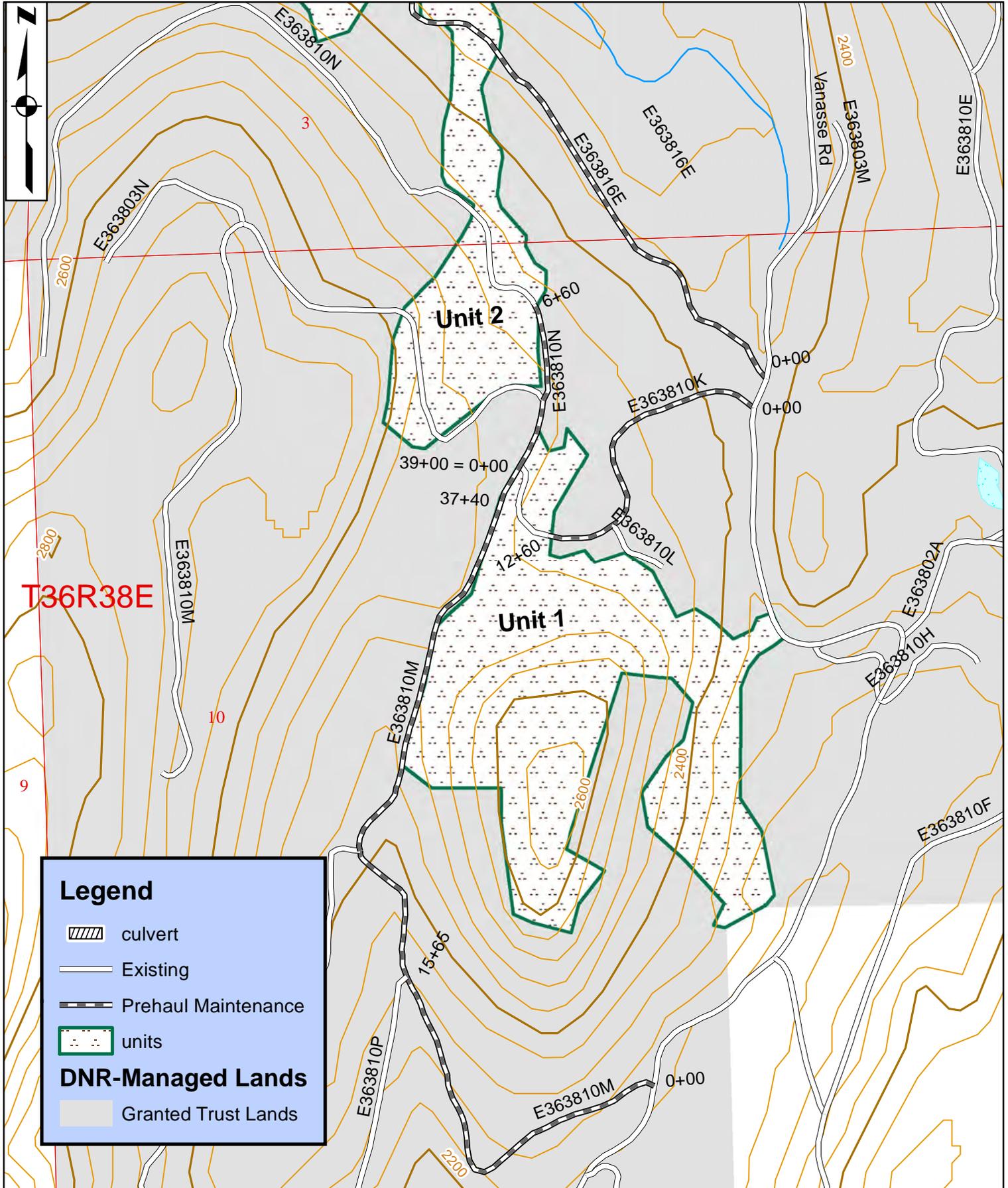
- culvert
- Existing
- Prehaul Maintenance
- units

DNR-Managed Lands

- Granted Trust Lands



1 inch = 500 feet



T36R38E

Legend

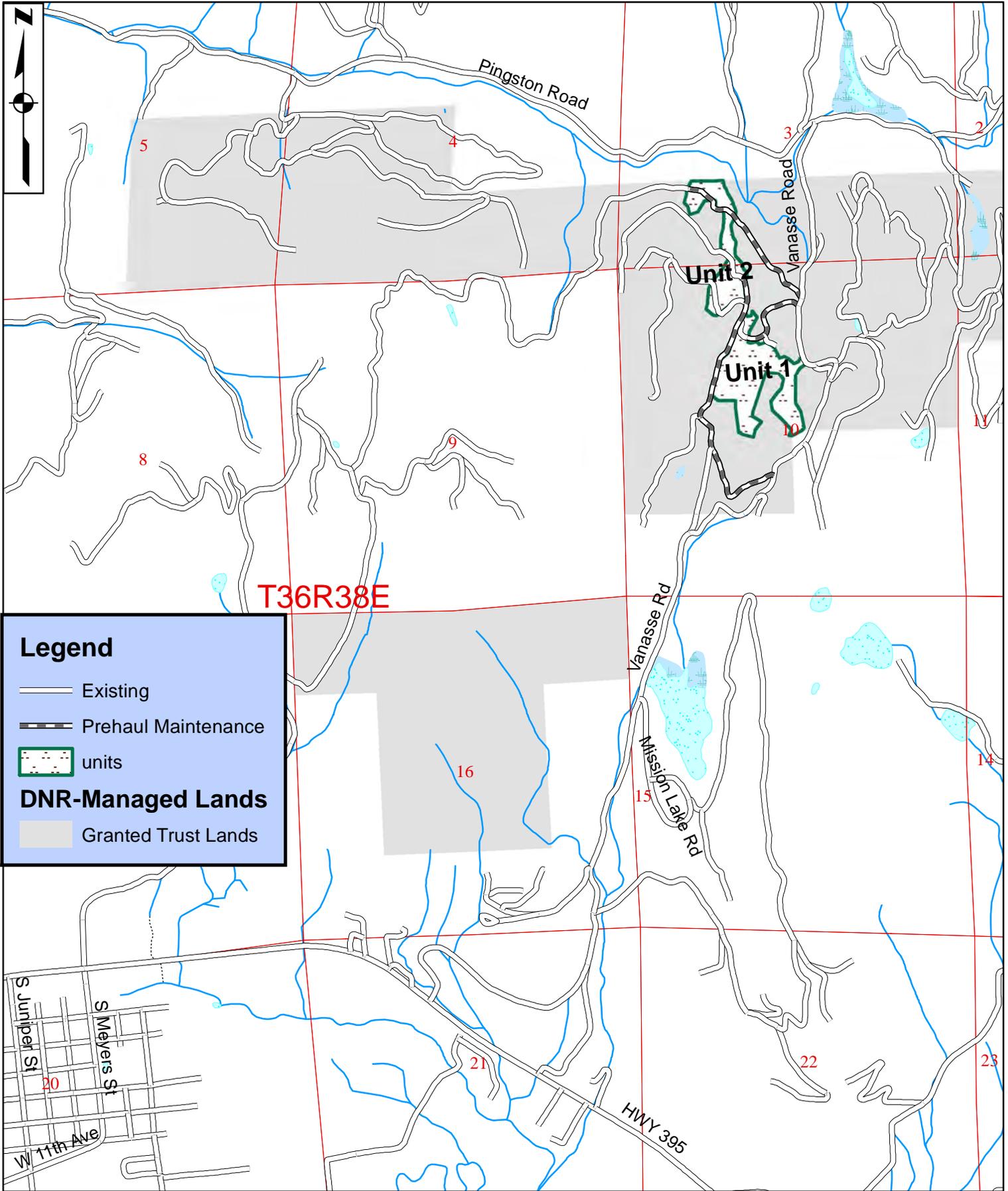
- culvert
- Existing
- Prehaul Maintenance
- units

DNR-Managed Lands

- Granted Trust Lands

0 125 250 500 750 1,000
 Feet

1 inch = 500 feet

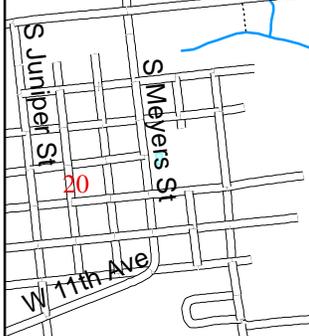


Legend

- Existing
- Prehaul Maintenance
- units

DNR-Managed Lands

- Granted Trust Lands



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

GOLD HILL FIRE SALVAGE TIMBER SALE ROAD PLAN
STEVENS COUNTY
NORTH COLUMBIA DISTRICT

AGREEMENT NO.: 30-093159

STAFF ENGINEER: GENE GIBBS

DATE: 10/19/2015

DRAWN & COMPILED BY: GENE GIBBS

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E363810K	0+00 to 12+60	Pre-haul maintenance
E363816E	0+00 to 26+60	Pre-haul Maintenance
E363810M	0+00 to 39+00	Pre-haul Maintenance
E363810N	0+00 to 6+60	Pre-haul Maintenance

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>
E363810K	0+00 to 12+60	Reshape existing rolling dips to accommodate hauling activities. Light spot brushing required. Remove brush that will impede the safe passage of log trucks and logging equipment. Reshape road to provide drainage as needed.
E363816E	0+00 to 26+60	Fill in and compact with native material approximate 3 cubic yard fill slope failure at station 26+60.

		Reshape road to provide drainage as needed. Light spot brushing required. Remove brush that will impede the safe passage of log trucks and logging equipment.
E363810M	0+00 to 39+00	Reshape road to provide drainage as needed. Light spot brushing required. Remove brush that will impede the safe passage of log trucks and logging equipment. Fill and compact burnt stump hole at 37+40.
E363810N	0+00 to 6+60	Reshape road to provide drainage as needed. Light spot brushing required. Remove brush that will impede the safe passage of log trucks and logging equipment.

0-7 POST-HAUL MAINTENANCE

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

0-8 CLOSURE

This project includes road closure listed in Clause 9-15 ROAD CLOSURE.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

Any 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.

1-15 ROAD MARKING

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

- Orange flagging and stationing marked outside of the rights of way.

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.

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any 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 7 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

Construction restrictions apply to this contract. All construction and transportation of heavy equipment and/or trucks is prohibited between the following dates, except as may be authorized in writing by the Contract Administrator.

November 15 to May 1

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period, 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.

1-30 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 jaw run pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-43 ROAD WORK AROUND UTILITIES

It is the Purchaser's responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

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.

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Purchaser shall submit a detailed list of equipment and methods to be used during brushing, for approval by the Contract Administrator before starting work. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

Purchaser shall not deck 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 40%.
- Against standing trees unless approved by the Contract Administrator.

3-12 STUMP PLACEMENT

Purchaser shall place stumps as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor on stable locations.

3-20 ORGANIC DEBRIS DEFINITION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland, unless used to comply with the specifications detailed in the Riparian Strategy, Clause 3-6 CLEARING WITHIN RIPARIAN AREA AT TYPE 1-3 STREAM CROSSING, and Clause 3-11 GRUBBING WITHIN RIPARIAN AREA AT TYPE 1-3 STREAM CROSSING Insert design or specification sheet.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- 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.

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

SECTION 4 – EXCAVATION

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

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

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-21 TURNOUTS

Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct /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 identified 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 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

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

4-47 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 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. Purchaser shall accomplish final shaping using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material 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 reconstructed subgrades deeper than 5 feet at the road shoulder by routing equipment over the entire width. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT AND DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-23.

5-11 UNUSED MATERIALS STATE PROPERTY

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

5-15 CULVERT INSTALLATION

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

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts that specify the placement of rock. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. A rolling dip will be installed every 200 feet or 5 feet in elevation change. Location of rolling dips are subject to approval by the contract administrator. Purchaser shall install rolling dips using a crawler tractor. Use of other equipment is not allowed without written approval of the Contract Administrator.

5-33 NATIVE SURFACE ROADS

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

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
E363810K	0+00 to 12+60	Reshape road to provide drainage. Install Rolling dips in accordance with clause 5-31, and as instructed by the contract administrator.
E363816E	0+00 to 26+60	Reshape road to provide drainage. Install Rolling dips in accordance with clause 5-31, and as instructed by the contract administrator.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Structures

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

Preventative Maintenance

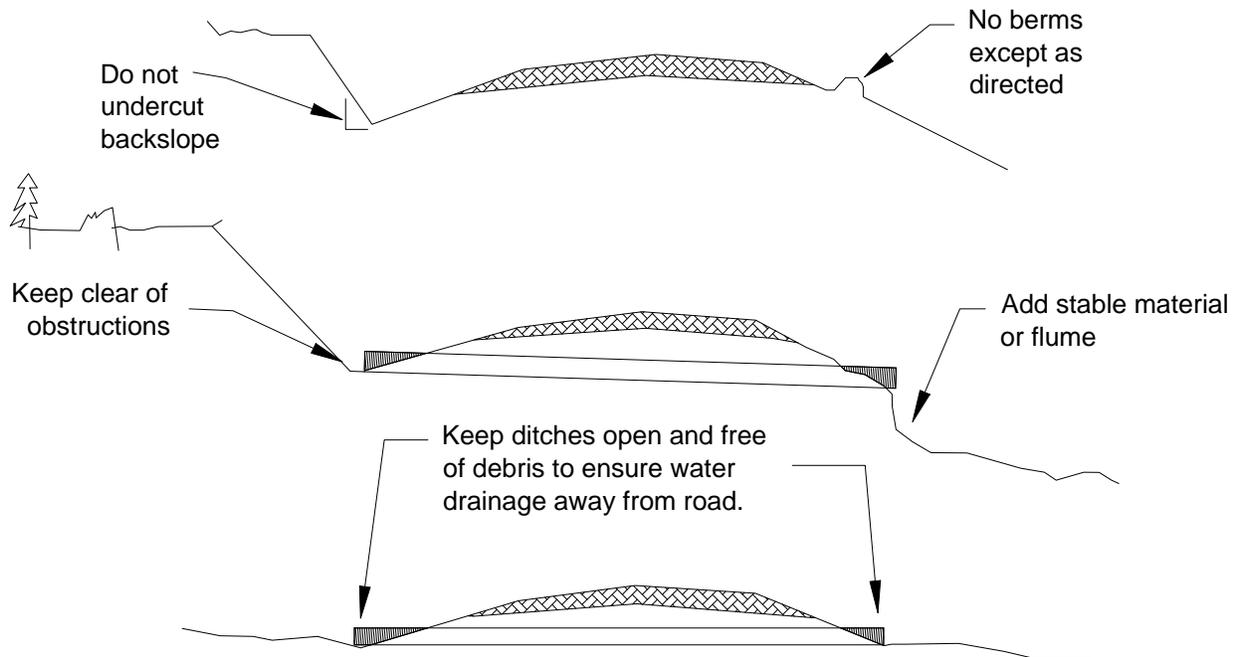
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

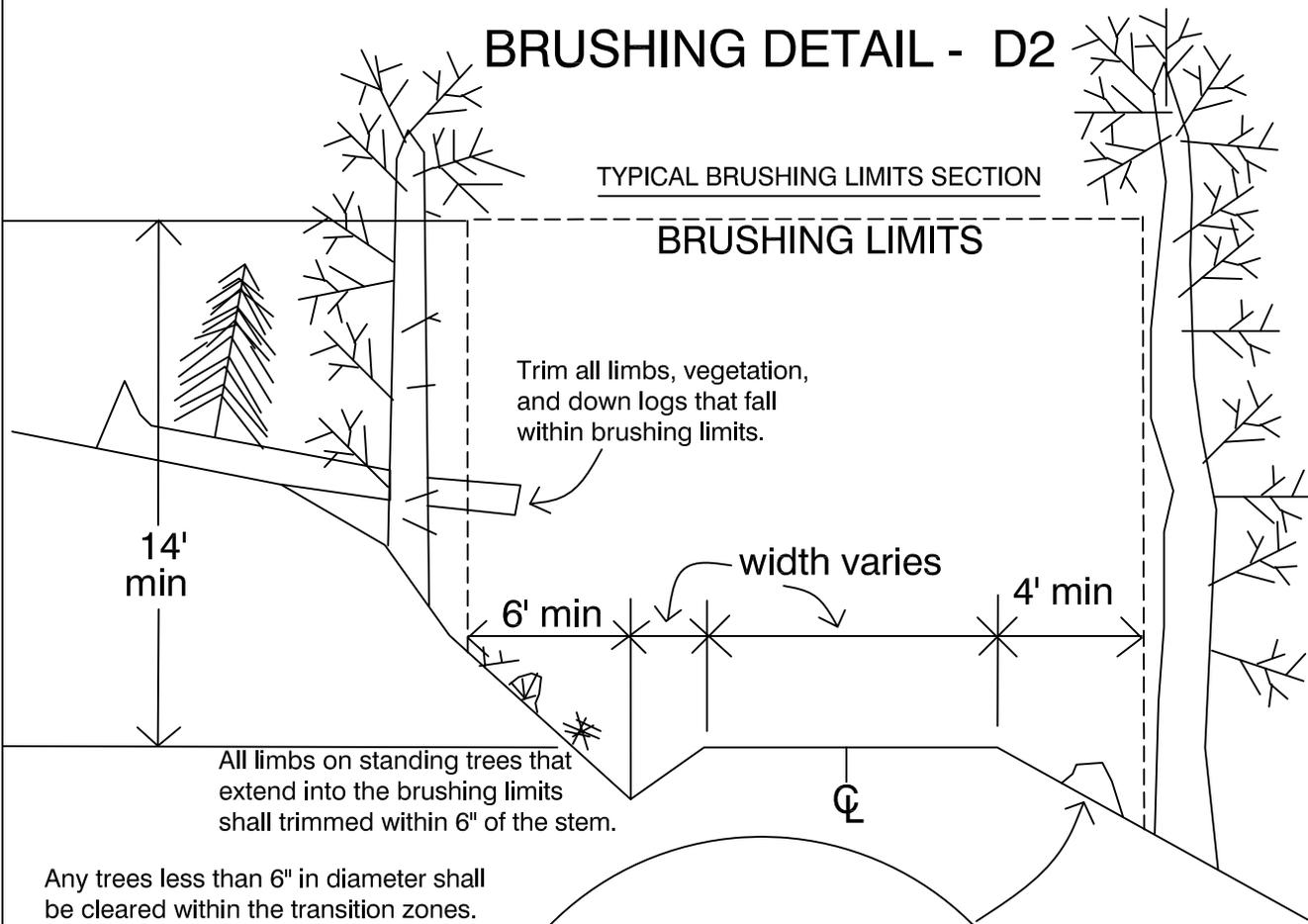
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



BRUSHING DETAIL - D2

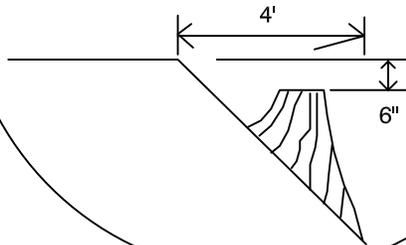
TYPICAL BRUSHING LIMITS SECTION

BRUSHING LIMITS

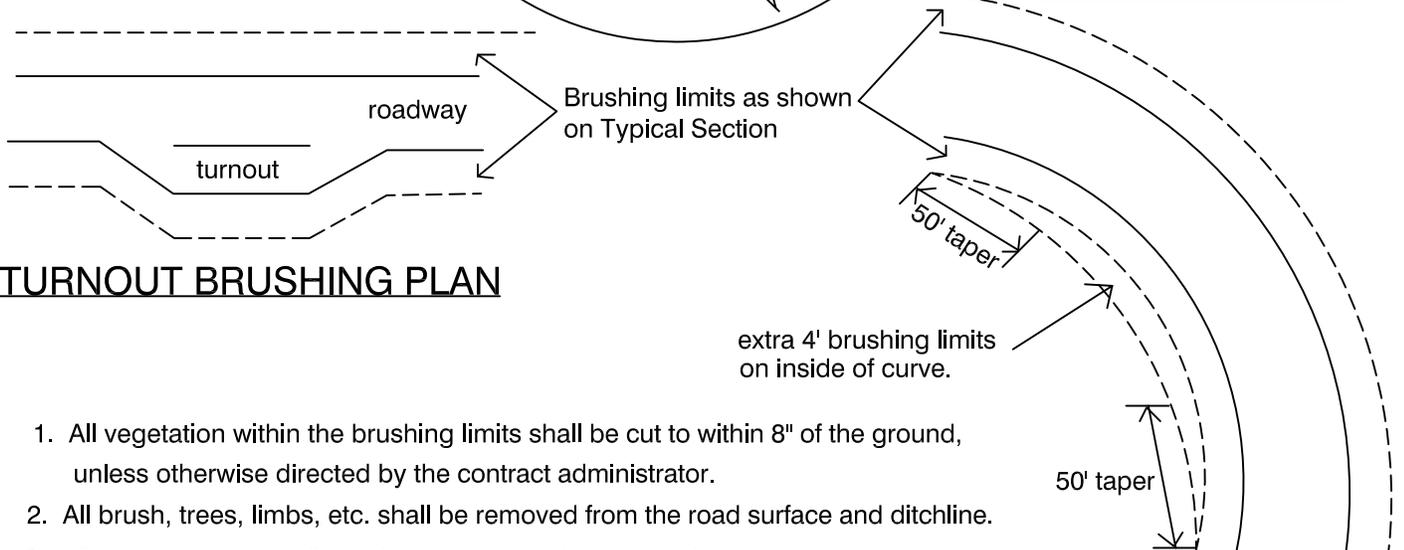


Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.



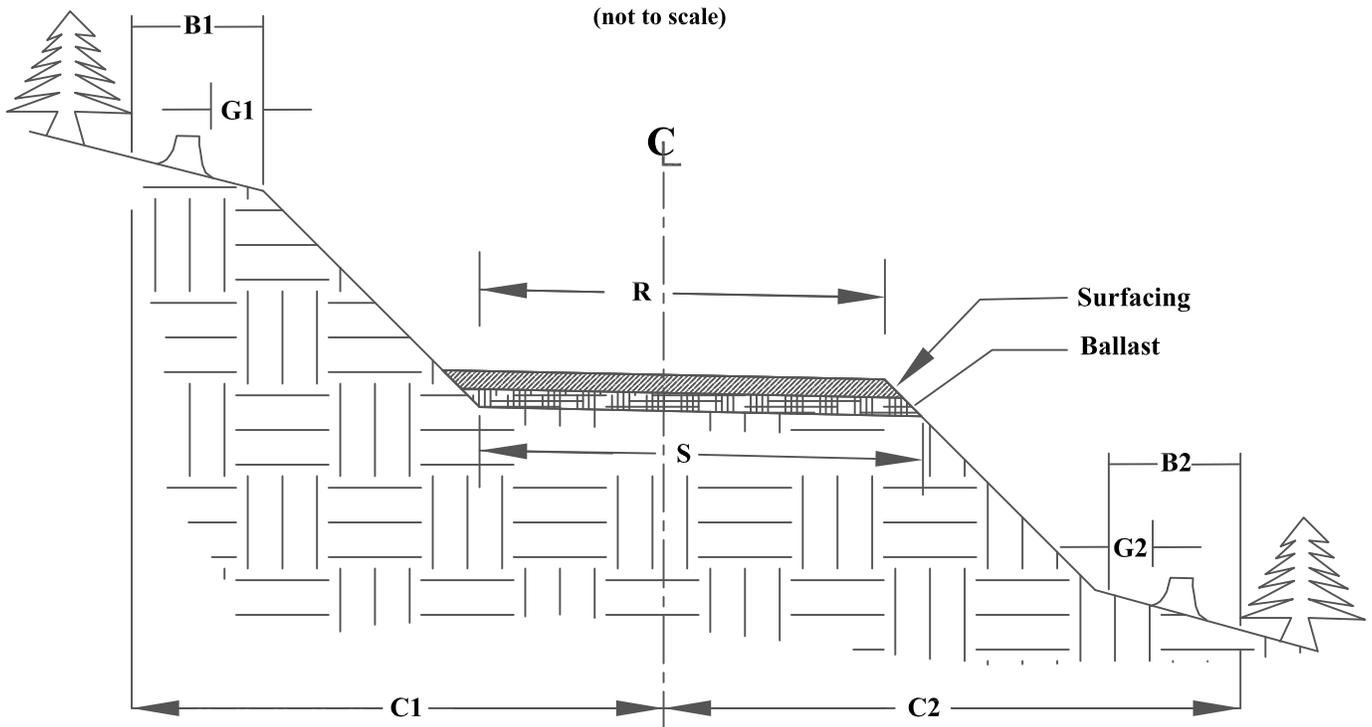
CURVE BRUSHING PLAN



TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground, unless otherwise directed by the contract administrator.
2. All brush, trees, limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

OUTSLOPED ROAD CROSS-SECTION DETAIL D7

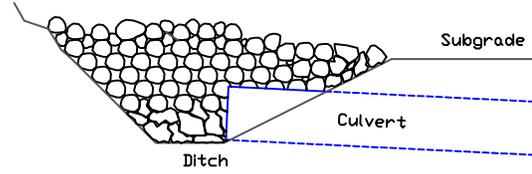
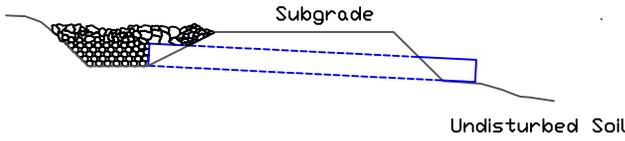


Drawn by: JBB 2/18/03

Revised: JE 12/20/2012

CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

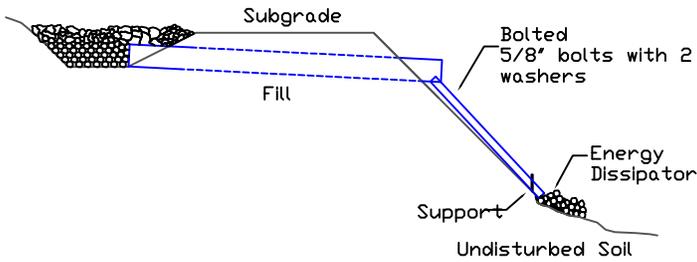
HEADWALLS



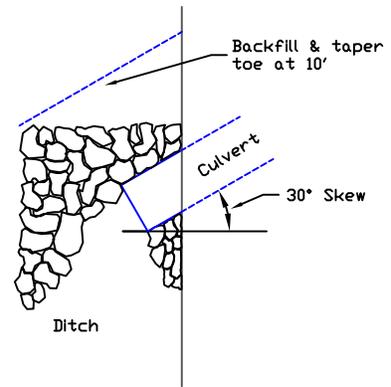
Headwall to be constructed of material that will resist erosion

FLUME

Use where ground conditions are uniform, providing for stability of flume.

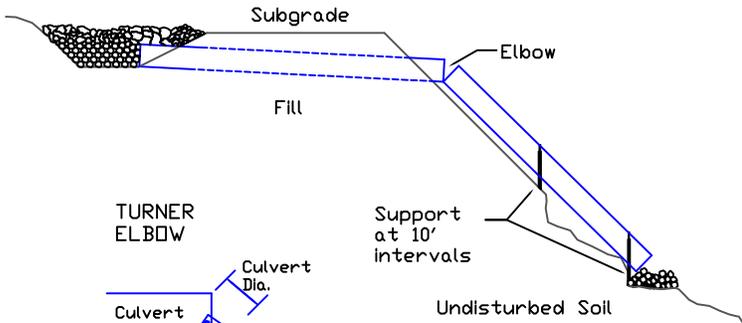


PLAN VIEW

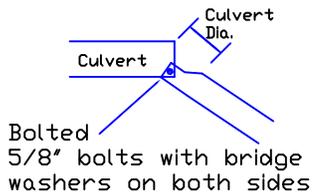


DOWNSPOUT

Use where ground conditions are irregular.



TURNER ELBOW



CULVERT BACKFILL & BASE PREPARATION (For Culverts Less Than 36")

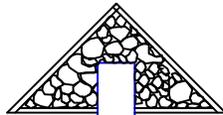
Minimum Cover	Minimum Bed Depth	Min. Trench Width	Nominal Diameter
A	B	C	D
12"	6"	36"	18"
12"	6"	42"	24"
12"	6"	48"	30"
12"	6"	54"	36"

DISSIPATOR SPEC'S Size In Culvert Diameters

Area	2 X 2
Depth	1
Aggregate	1/3

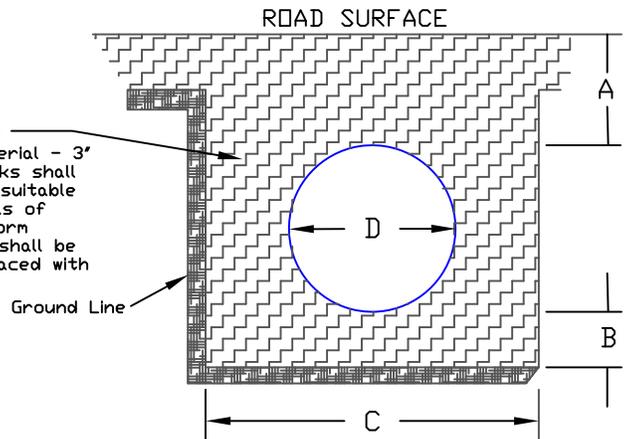


Level



Side Hill

BEDDING MATERIAL:
Use granular material - 3" minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.



STANDARD 30° ROLLING DIP - D5

Note: Plan of dip shown is for an outsloped rolling dip. Dips may be either insloped or outsloped. When insloped, dips shall discharge into a culvert, drop inlet, overside drain, or drainage ditch. When outsloped, they shall discharge into an overside drain or on to natural ground.

The minum cross grade from "B" to "E" is 1% greater than the original road grade.

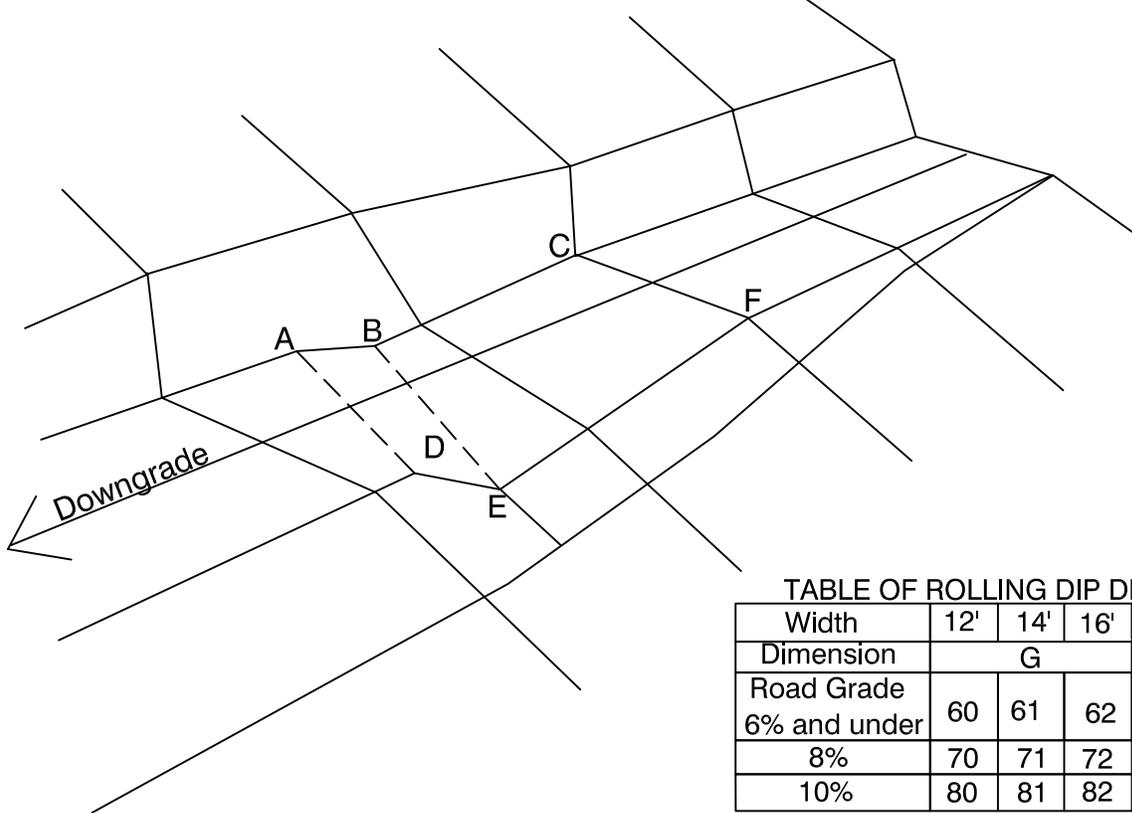
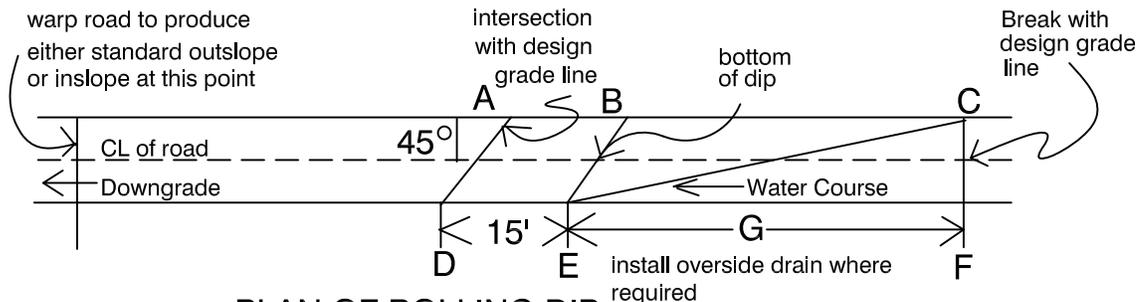
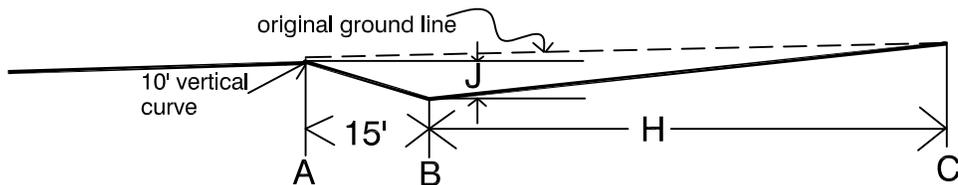


TABLE OF ROLLING DIP DIMENSIONS

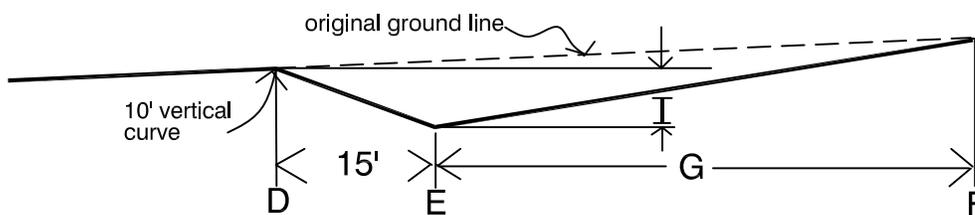
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade						
6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1



PLAN OF ROLLING DIP



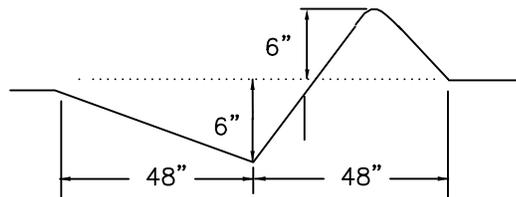
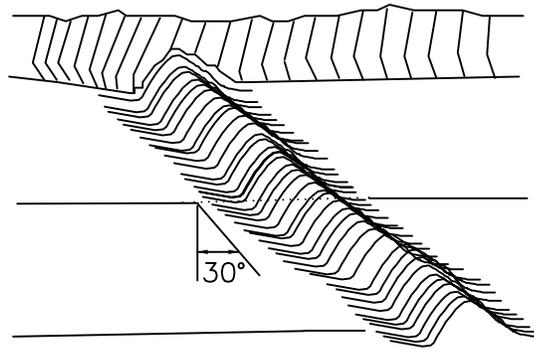
ROAD PROFILE ALONG A-B-C OF ROLLING DIP



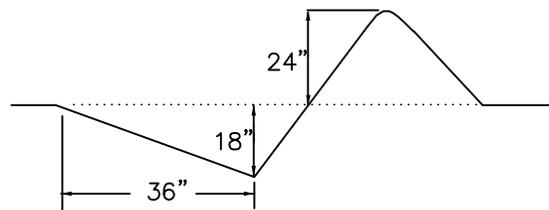
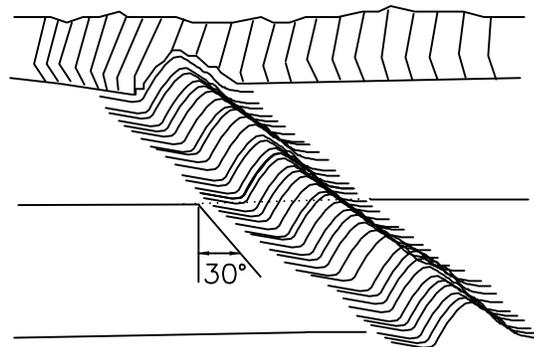
ROAD PROFILE ALONG D-E-F OF ROLLING DIP

WATERBAR DETAIL—D6

DRIVABLE WATERBAR



NON DRIVABLE WATERBAR

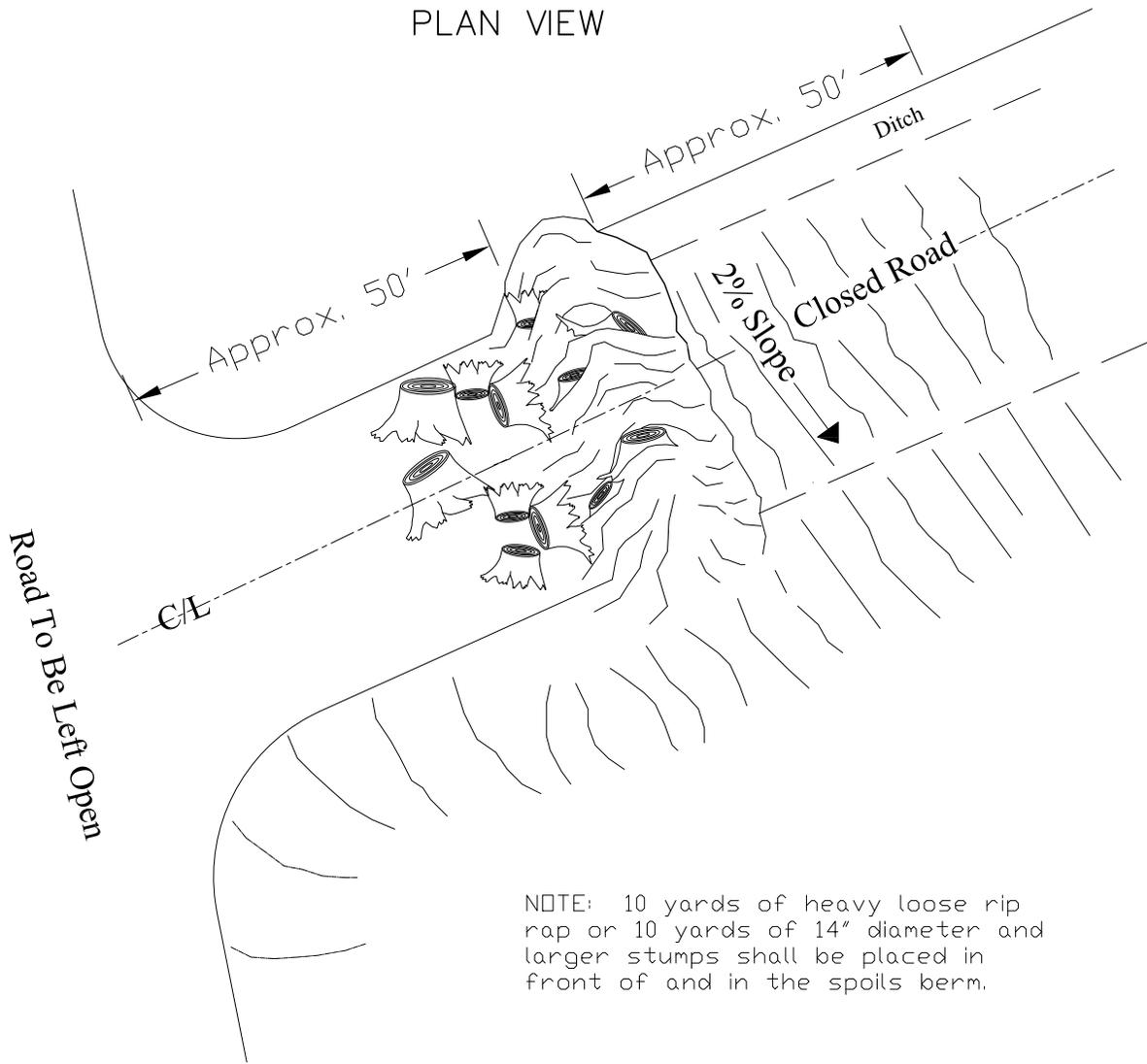


1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

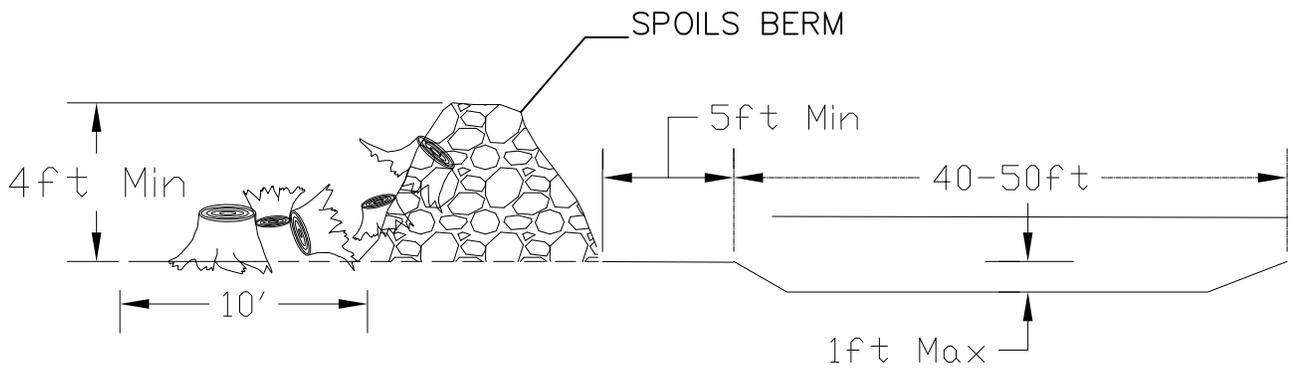
Revised: 05/21/2012

SPOILS BERM DETAIL-D8

PLAN VIEW

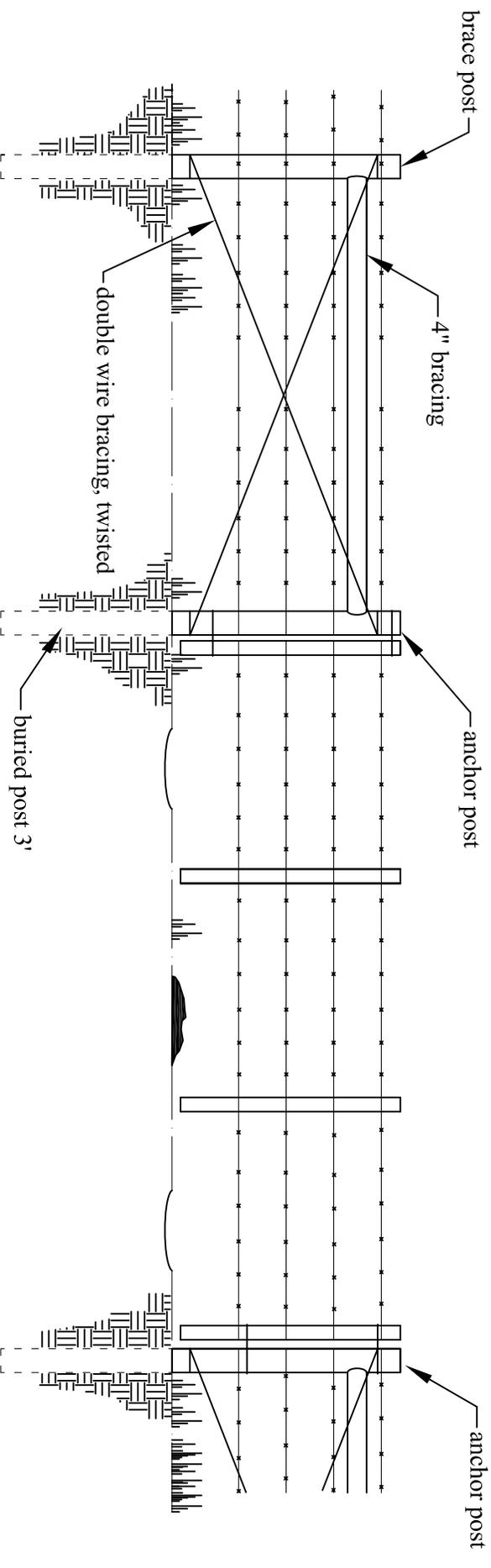


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.

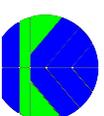


Note: $\frac{1}{3}$ of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

4 Strand Wire Gate and Gate Brace Detail



1. First wire from ground must be 14" high.
2. Subsequent wires must be no less than 10" apart.
3. Double wrap all bracing.
4. All brace posts must be 7' long, 5" in diameter, and embedded 3'.
5. Dap braces into posts.
6. Spike braces to posts.
7. There must be 8' on center between anchor post and brace post.
8. The gate stays must be no less than 5' apart and 1 1/2" in diameter.
9. Barbed wire must be 12 1/2 gauge conventional or 15 1/2 gauge high-tension. 2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 in centers. Class 1 (min. or equivalent) zinc-coating as per ASTM A-121.
10. There must be a gate brace at both ends of the gate.



Washington State Department of
Natural Resources

Northeast Region
Colville, Washington

Drawn by: Jason Bauer

Revised: 10/06/2009

Sale Name: Gold Hill Fire Salvage SUMMARY - Road Development Costs

REGION: Northeast

CONTRACT #: 30-093159 ENGINEER: Gene Gibbs

DISTRICT: North Columbia

DATE: 10/20/2015

	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Deactivation</i>	
ROAD NUMBERS:			E363810K, E363816E, E363810M, E363810N		Additional Items
ROAD STANDARD:	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Deactivation</i>	<i>Additional Items</i>
NUMBER OF STATIONS:			84.80		
CLEARING & GRUBBING:					
EXCAVATION AND FILL:					
MISC. MAINTENANCE:			\$1,378		
ROAD ROCK:					
ADDITIONAL ROCK:					
CULVERTS AND FLUMES:					
STRUCTURES/MATERIALS:					

TOTAL COSTS:	\$0	\$0	\$1,378	\$0	\$0
<i>COST PER STATION:</i>	\$0	\$0	\$16	\$0	\$0

	\$/per move	# of moves	Total
MOBILIZATION:	\$300	2	\$600

TOTAL (All Roads) = \$1,978
SALE VOLUME mbf = 658
TOTAL \$/MBF = \$3.01

Engineer's Notes: