



TIMBER NOTICE OF SALE

SALE NAME: Q GRAY FIRE SALVAGE

AGREEMENT NO: 30-105994

AUCTION: October 3, 2023 starting at 10:00 a.m., Northeast Region Office, Colville, WA

COUNTY: Spokane

SALE LOCATION: Sale located approximately 2 miles east of Medical Lake, WA.

PRODUCTS SOLD AND SALE AREA:

All conifer species except for leave trees banded with blue paint in Unit1 bounded by white timber sale boundary tags.

All forest products above located on part(s) of Sections 16 all in Township 24 North, Range 41 East, W.M., containing 121 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg Ring DBH, Ring Count, Total MBF, Total Tons, Price \$/Ton, and MBF by Grade (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT). Rows include Ponderosa pine and Sale Total.

MINIMUM BID: \$6/ton (est. value \$12,246.00)

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$2,449.20

SALE TYPE: Tonnage Scale

EXPIRATION DATE: July 1, 2024

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Bidding to be allowed on all species combined.

BID DEPOSIT: \$5,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Rubber tired skidder, Track skidder, and Ground based equipment. Falling and Yarding will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ROADS: 72.61 stations of required prehaul maintenance. 3.43 stations of decommissioning. Road construction will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup. The hauling of forest products will not be permitted from February 1 to May 1 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. Trees 8.0 - 17.5 inches dbh has a minimum top of 5.6 inch dib. Trees 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.



TIMBER NOTICE OF SALE

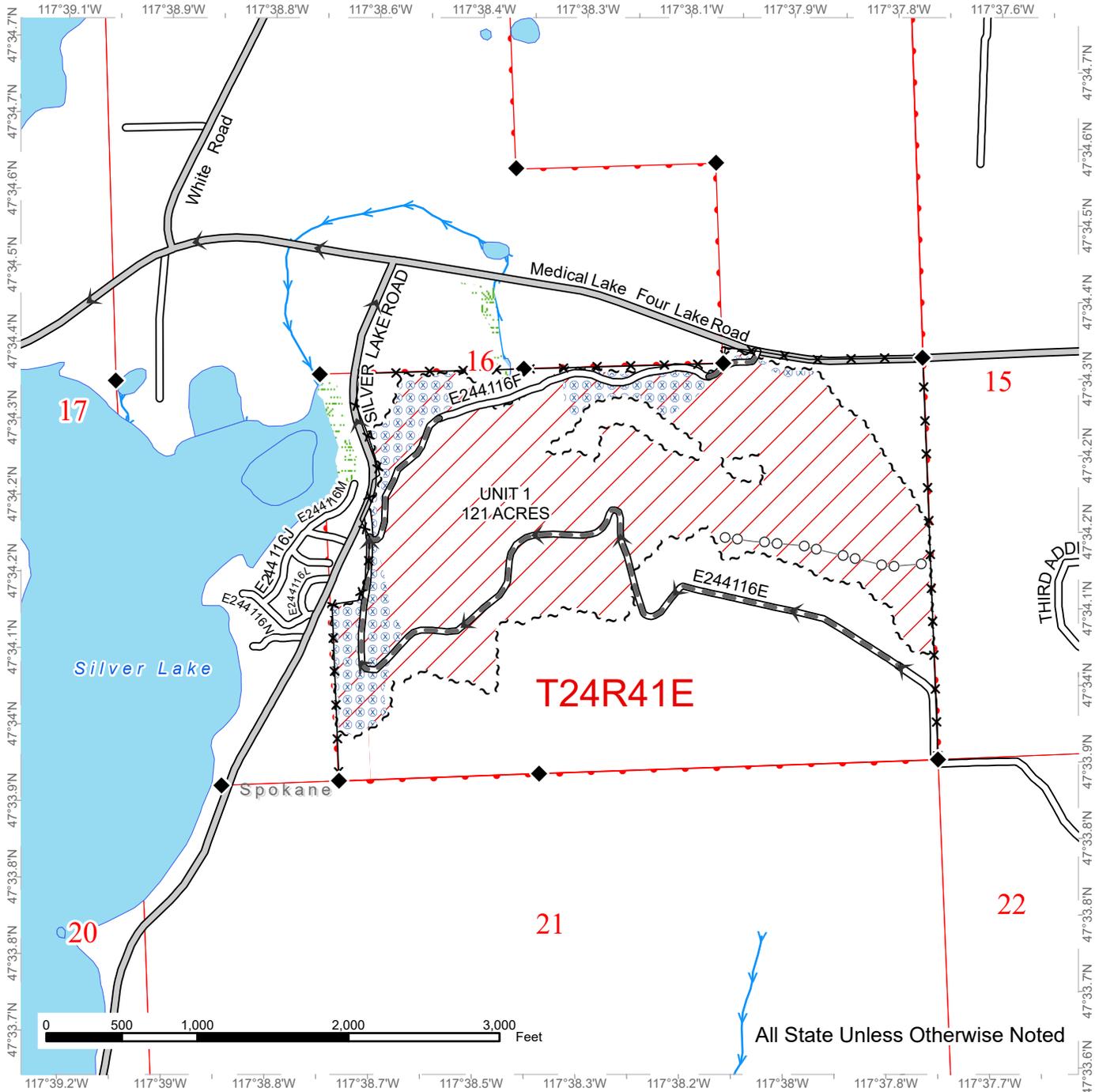
FEES: None

SPECIAL REMARKS: Locked gate restricts access to the sale area. Contact the Northeast Region Office at (509) 684-7474 for access.

TIMBER SALE MAP

SALE NAME: Q GRAY FIRE SALVAGE
AGREEMENT #: 30-105994
TOWNSHIP(S): T24R41E
TRUST(S): Common School and Indemnity (3), Land Bank (43)

REGION: Northeast Region
COUNTY(S): Spokane
ELEVATION RGE: 2360-2680



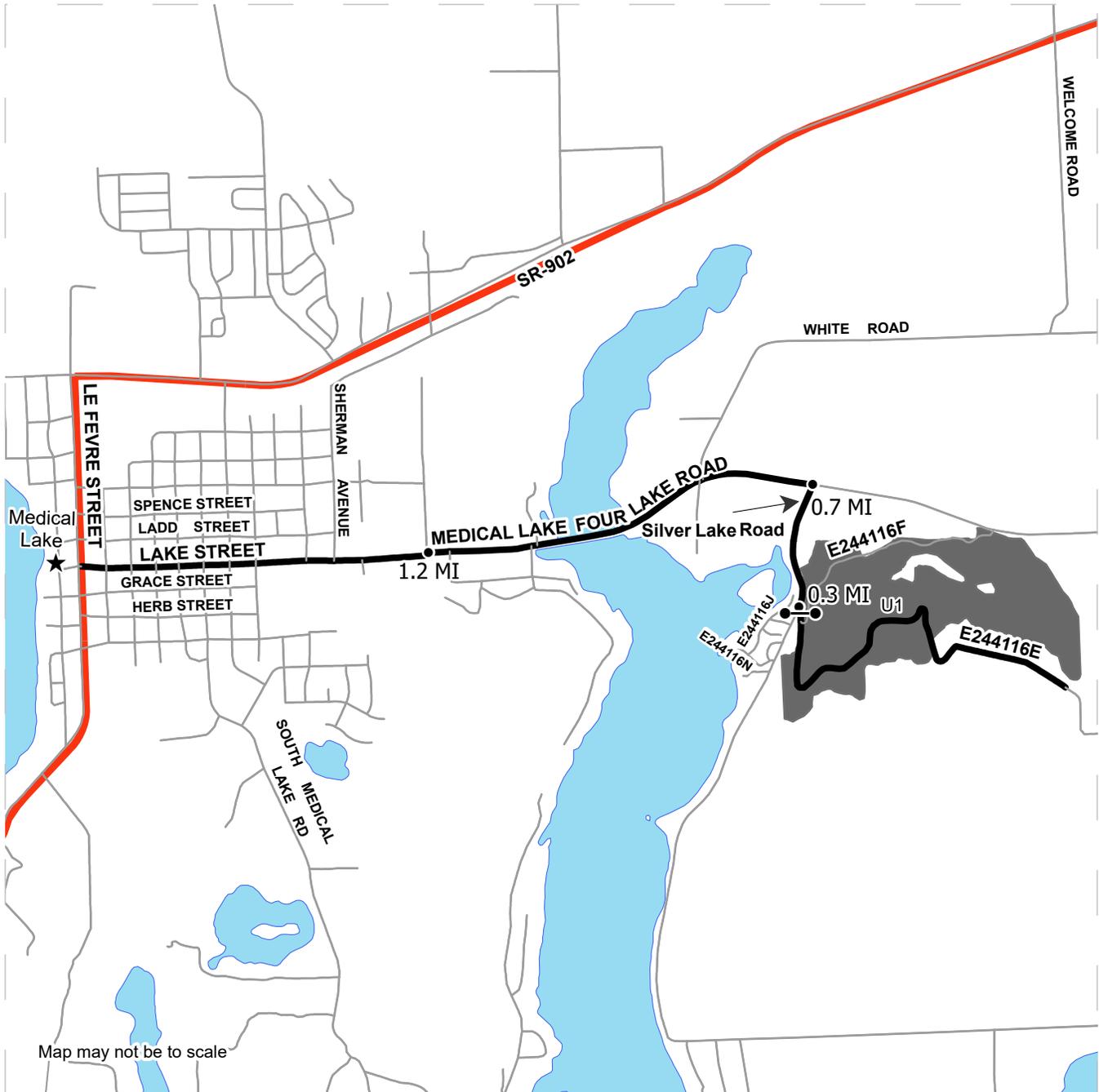
All State Unless Otherwise Noted

Public Land Survey Sections	Sale Boundary Tags	Required Pre-Haul Maintenance
DNR Managed Lands	Fence	Streams
Variable Retention Harvest	Power Lines	Survey Monument
Wetland Mgt Zone	County Road	Haul Route
Hazard Abatement Area	Existing Roads	

DRIVING MAP

SALE NAME: Q GRAY FIRE SALVAGE
AGREEMENT#: 30-105994
TOWNSHIP(S): T24R41E
TRUST(S): Common School and Indemnity (3), Land Bank (43)

REGION: Northeast Region
COUNTY(S): Spokane
ELEVATION RGE: 2360-2680



- Timber Sale Unit
- Haul Route
- Other Route
- Highway
- Gate
- Town
- Distance Indicator

DRIVING DIRECTIONS:

From Medical Lake, WA: From the intersection of South Lefevre Street and East Lake Street travel East on Lake Street for 1.2 miles. Road turns into West Medical Lake Four Lakes Road continue traveling east for 0.7 miles. Turn right on Silver Lake Road and travel south for 0.3 miles to the green cattle gate. Turn Left on the E244116E Road. Unit will be located behind the DNR green cattle gate.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Tonnage Scale AGREEMENT NO. 30-0105994

SALE NAME: Q GRAY 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 into a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.

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

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

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on October 3, 2023 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 conifer species except for leave trees banded with blue paint in Unit1 bounded by white timber sale boundary tags., located on approximately 121 acres on part(s) of Section 16 in Township 24 North, Range 41 East W.M. in Spokane 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 1, 2024.

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-050 Contract Term Extension - Payment

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

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

For the second extension, not to exceed 1 year, payment of at least 90 percent of the contract value based on the contract payment rate base and advertised volume.

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

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

To determine the unpaid portion of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that

can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$374.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser

waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

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

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

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

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

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

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

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser

shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at 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 address of record:

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E244116E and E244116F. 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.

25% Smooth Brome, 17% White Dutch Clover, 17% Small Burnett, 25% Mountain Brome, 16% Upland Draylar Bluegrass

Seed shall be weed free, premixed and delivered to Deer Park Work Center 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-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 E244116E road, unless authority is granted in writing by the Contract Administrator.

G-395 Road Approach Permit

Purchaser must enter into a road approach permit with Spokane County.

Purchaser must provide the State with a copy of the executed permit, or a letter from Spokane County, indicating that a satisfactory road approach permit has been consummated between Purchaser and Spokane County.

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 weigh all loads and pay the following rate per ton for forest products conveyed .

DATA MISSING

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

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-052 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the 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 office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

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

numerical order with the corresponding ticket number and weight or volume for each load.

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

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$2,449.20. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-060 Load Tickets

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

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the contract, or as otherwise required by the

Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.

- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-016 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. A skid trail will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 25 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and 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. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. 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 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-025 Timing Requirements for Timber Removal

All forest products must be removed within 10 days of being felled.

H-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the sale area. The plan shall address the harvest operations and be incorporated at the pre-work 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-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Whole tree yarding will be required.
- b. On slopes greater than 40% additional leave trees will be contour felled and left onsite as an added erosion control measure.
- c. No operations associated with timber harvest, hauling, or road work will be permitted within 1/2 mile of an active northern goshawk nest from March 1 to August 1 or later if young are still on the nest.

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
PP non blue stain	20	16	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 Mismatch

Mismatch 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 mismatch 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 within the unit 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 8/31/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E244116E and E244116F 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-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-110 Resource Protection

No harvest equipment may operate within Riparian Management Zone unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

-DNR Contract Administrator

S-131 Refuse Disposal

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

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: $\text{Interest} = r \times \text{LD} \times N$.

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- LD = Liquidated damage value.
- N = Number of days from date of breach to date payment is received.

D-030 Inadequate Log Accountability

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Patrick Ryan
Northeast Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

_____ to me known to be the _____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____



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

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

PRE-CRUISE NARRATIVE

Sale Name: Q Gray Fire Salvage	Region: Northeast
Agreement #: 30-105994	District: Arcadia
Contact Forester: Chad Godley Phone / Location: (509)-890-8120	County(s): Choose a county, Stevens
Alternate Contact: Dylan Walters Phone / Location: (509) 844-7224	Other information: Click here to enter text.

Type of Sale: Weight Scale	
Harvest System: Ground based Click here to enter text.	100%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal 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 16 T24N R41E	03	124.1	0	0	3.3	0	120.8	GPS (Garmin)
	Enter Sec / Twp / Rng								Choose an item.
TOTAL ACRES			124.1	0	0	3.3	0	120.8	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)

1	Unit 1 is bound by white "Timber Sale Boundary" tags, pink flashers and pink flagging. Leave trees marked with a band of blue paint. Access via pick-up	Salvage (VRH)	6 trees per acre

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	414 PP	Gate located off Silver lake road. Green cattle gate. Pick up should be sufficient. Unknown lock situation as it is not currently located on the gate.	
TOTAL MBF	414		

REMARKS:

Stand previously harvested in 2010 leaving 21 TPA. Portions of the fire were under burned with standing green trees. Commercial trees are all ponderosa pine. Leave trees marked with a band of blue paint for ease of cruising.

Prepared By: Chad Godley Date: 08/25/2023	Title: Silvicultural Unit Forester	CC:
--	---	------------

Timber Sale Cruise Report Q Gray Fire Salvage

Sale Name: Q GRAY FIRE SALVAGE

Sale Type: WEIGHT SCALE

Region: NORTHEAST

District: ARCADIA

Lead Cruiser: Dylan Worlock

Other Cruisers: Hailey Howard, Dylan Walters

Cruise Narrative:

Location: Legal - Section 16, T 24 N, R 41 E. WM.

General – The sale location is on Riddle Hill, 2 miles east of Medical Lake, Wa.

Access – The sale is located off Silver Lake Road through a farm gate. The gate is approximately 0.3 miles south of the intersection of State Hwy 904 and Silver Lake Road, on the east side.

Cruise Design: -This sale was cruised using variable radius plots, utilizing the cruise-count method. The walk-through method was used on plots near boundaries. Each plot was a full plot.

-Minor species cruise intensity: We grade the first tree of all minor species encountered in each unit; then follow the set cruise design.

-Min. DBH: 8" for ponderosa pine

-Log Length: 32' logs where possible, minimum of 12' lengths

-Top DIB: Trees less than 17.5" DBH have a minimum top of 5.6" DIB for ponderosa pine; Trees 17.6" and greater DBH have a minimum top DOB of 40% of DOB at 16' or a 6" top, whichever is greater.

-Take/Leave Prescription: Leave all trees marked with blue paint.

-Cruise Acres determination: GPS Boundary acreages with road acres removed.

-Stand composition: The stand is entirely ponderosa pine.

-Timber quality: Timber to be harvested is fire salvaged ponderosa pine. Logs are domestic quality.

-Stand health/defect: Most trees in this stand is seriously burnt, some retaining needles but are dead. There are areas of surviving pine, this area was painted to leave heavier, but some living trees will be harvested.

It is anticipated that this sale will be harvested before any pine begins to blue, so no defect was removed with blue-stain as the consideration. There are signs of several damaging events including the ice-storm in 1996. This appears as spike knots, broken tops, and forked tops.

There is also some damage at the base of some of the larger trees, as well as sweep present in the stand.

Defect in the cruise amounted to around 10%.

-Aspect: Mostly northern aspect, with some west and northeast facing slopes.

-Elevation: 2300'-2700'.

-Harvesting methods: 100% Ground-based

-Slope: 0-45%, Avg: 15%

-Other considerations/remarks: The sale has areas of shallow soils over rock, but mostly gentle terrain.

Harvesting should be fairly easy, with plenty of skid trail options. This area was previously harvested in 2010, leaving 21 TPA of mature timber.

Trust/county: Entire sale is located in Trust 03, in Spokane county.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	4 Saw	5 Saw	6 Saw
PP	15.7			314	139	124	52
ALL	15.7			314	139	124	52

Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	4 Saw	5 Saw	6 Saw
PP	1,907	744	786	377
ALL	1,907	744	786	377

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
41.0	8.5	80.4	8.3	3,291	11.9

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Q GRAY FIRE SALVAGE	B1C: VR, 1 BAF (20) Measure/ Count Plots, Sighting Ht = 4.5 ft	120.8	124.1	84	25	16
All		120.8	124.1	84	25	16

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
PP	LIVE	4 SAW	Domestic	14.3	31	1,185	1,148	3.1	743.6	138.7
PP	LIVE	5 SAW	Domestic	8.4	26	1,165	1,026	11.9	785.8	123.9
PP	LIVE	6 SAW	Domestic	6.2	21	459	428	6.7	377.4	51.7
PP	LIVE	CULL	Cull	12.1	7	107	0	100.0	0.0	0.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
PP	5 - 8	LIVE	Cull	6.0	4	0	100.0	0.0	0.0
PP	5 - 8	LIVE	Domestic	6.3	22	764	5.6	661.3	92.3
PP	9 - 11	LIVE	Domestic	10.2	31	663	2.6	476.6	80.1
PP	12 - 14	LIVE	Cull	13.3	9	0	100.0	0.0	0.0
PP	12 - 14	LIVE	Domestic	13.4	32	737	2.4	474.4	89.0
PP	15 - 19	LIVE	Cull	15.3	4	0	100.0	0.0	0.0
PP	15 - 19	LIVE	Domestic	15.8	29	317	3.8	216.4	38.3
PP	20+	LIVE	Cull	19.9	10	0	100.0	0.0	0.0
PP	20+	LIVE	Domestic	20.2	18	121	48.0	78.1	14.6

Cruise Unit Report Q GRAY FIRE SALVAGE

Unit Sale Notice Volume (MBF): Q GRAY FIRE SALVAGE

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	4 Saw	5 Saw	6 Saw
PP	15.7			314	139	124	52
ALL	15.7			314	139	124	52

Unit Cruise Design: Q GRAY FIRE SALVAGE

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	120.8	124.1	84	25	16

Unit Cruise Summary: Q GRAY FIRE SALVAGE

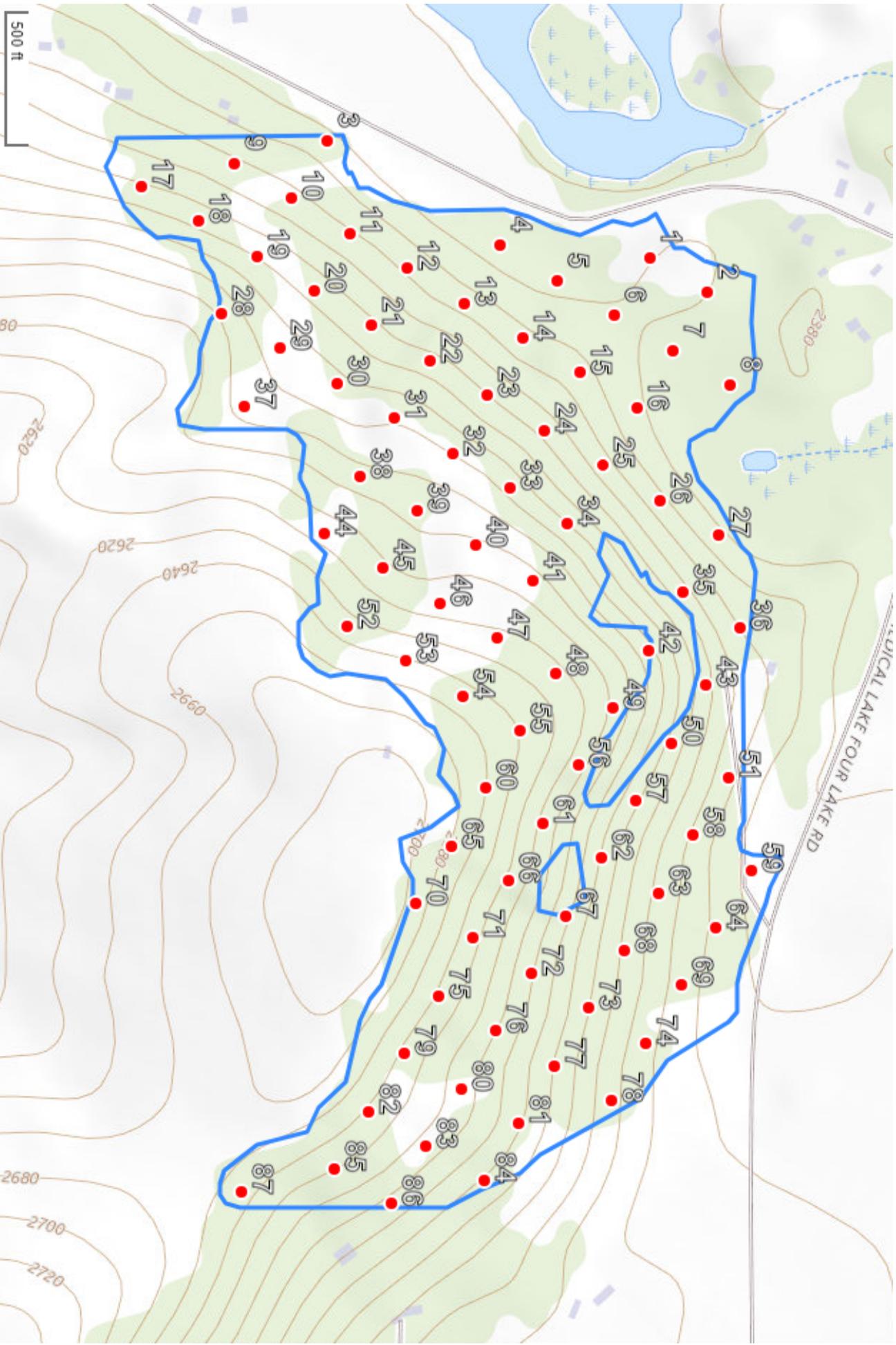
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP	36	172	2.0	0
ALL	36	172	2.0	0

Unit Cruise Statistics: Q GRAY FIRE SALVAGE

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	41.0	78.0	8.5	80.4	49.8	8.3	3,291	92.5	11.9
ALL	41.0	78.0	8.5	80.4	49.8	8.3	3,291	92.5	11.9

Unit Summary: Q GRAY FIRE SALVAGE

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
PP	LIVE	CUT	36	ALL	5.4	37	53	2,915	2,602	10.7	203.6	32.4	13.9	314.4
ALL	LIVE	CUT	36	ALL	5.4	37	53	2,915	2,602	10.7	203.6	32.4	13.9	314.4
ALL	ALL	ALL	36	ALL	5.4	37	53	2,915	2,602	10.7	203.6	32.4	13.9	314.4



FMA Name: Q GRAY FIRE SALVAGE	N Plots: 87	Plot Spacing: 249.1 ft
Grid Name: Q GRAY FIRE SALVAGE - 1	Acres Treated: 120.8	Main Azimuth: 31.2 deg



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 3026479
Effective Date: 9/6/23
Expiration Date: 9/6/26
Shut Down Zone: 686
EARR Tax Credit: [X] Eligible [] Non-eligible
Reference: Q Gray Fire Salvage
16-24-41

Decision

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

FPA/N Classification

Number of Years Granted on Multi-Year Request

- [] Class II [X] Class III [] Class IVG [] Class IVS [] 4 years [] 5 years

Conditions on Approval/Reasons for Disapproval

No timing limitations apply.
Conditions:
Other Conditions: Conditions; Water courses and wetland management areas may have been identified within this permit. If changes occur to water courses or wetlands during the timeframe of this permit, notify the forest practice forester immediately for correct protection measures. Where harvesting operations occur on slopes or near draws that have the potential to deliver sediment to public resources, it is required that measures be taken to minimize that potential. These would include: progressive water-barring of skid trails, slash placement and/or grass seeding. Falling and leaving small trees or logs that are perpendicular to the slope can also be helpful in minimizing erosion to slopes and delivery of sediment to public resources. This approval also comes with the following "reminders"; Two green recruitment trees (GRTS) and two wildlife reserve trees (WRTS) are required to be left, per acre, following harvest. These trees may be scattered throughout the harvest unit(s) or may be clumped, depending on the landowner's preference. The clumps need to be shown on the harvest map. Where GRTS do not exist due to fire severity, only two WTRTS are required per acre. WRTS must be the two largest trees per acre for cavity nesters. For every acre harvested, reforestation is required. If green trees suitable for seed production exist and will be thinned and left on site, then natural reforestation is adequate where the green seed source exists. If no seed source exists due to fire severity, then artificial reforestation is required by means of hand planting and must be accomplished three years following harvest at an acceptable stocking level suitable for the specific site that's harvested. It is suggested you work closely with the Forest Practices Forester to determine adequate reforestation numbers for seedlings per acre.

Issued By: DJ Greene Region: Northeast

Title: Forest Practices Forester Date: 09/06/2023

Copies to: [] Landowner, Timber Owner and Operator

Issued in person: [X] LO [X] TO [X] OP By: Ragene Christensen Date: 09/06/2023

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General’s Office, and the Department of Natural Resources’ region office. See [RCW 76.09.205](http://www.wa.gov/RCW76.09.205). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	DNR Northeast Region 221 S. Silke Road Colville, WA 99114

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, _____, caused the Notice of Decision for FPA/N No. 3026479 _____ to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

Colville, Washington

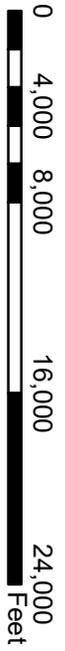
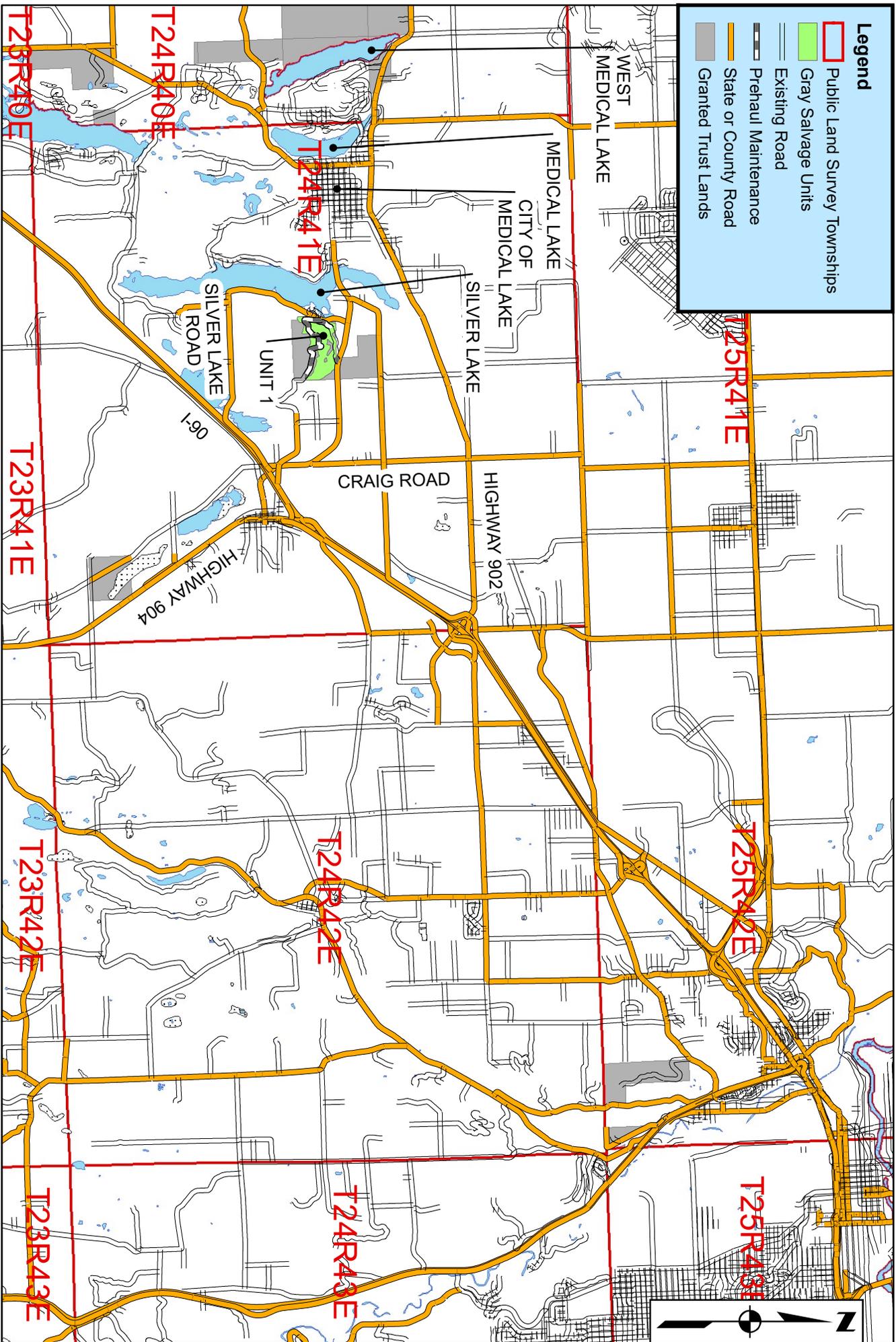
(Date)

(City & State where signed)

(Signature)

Legend

- Public Land Survey Townships
- Gray Salvage Units
- Existing Road
- Prehaul Maintenance
- State or County Road
- Granted Trust Lands

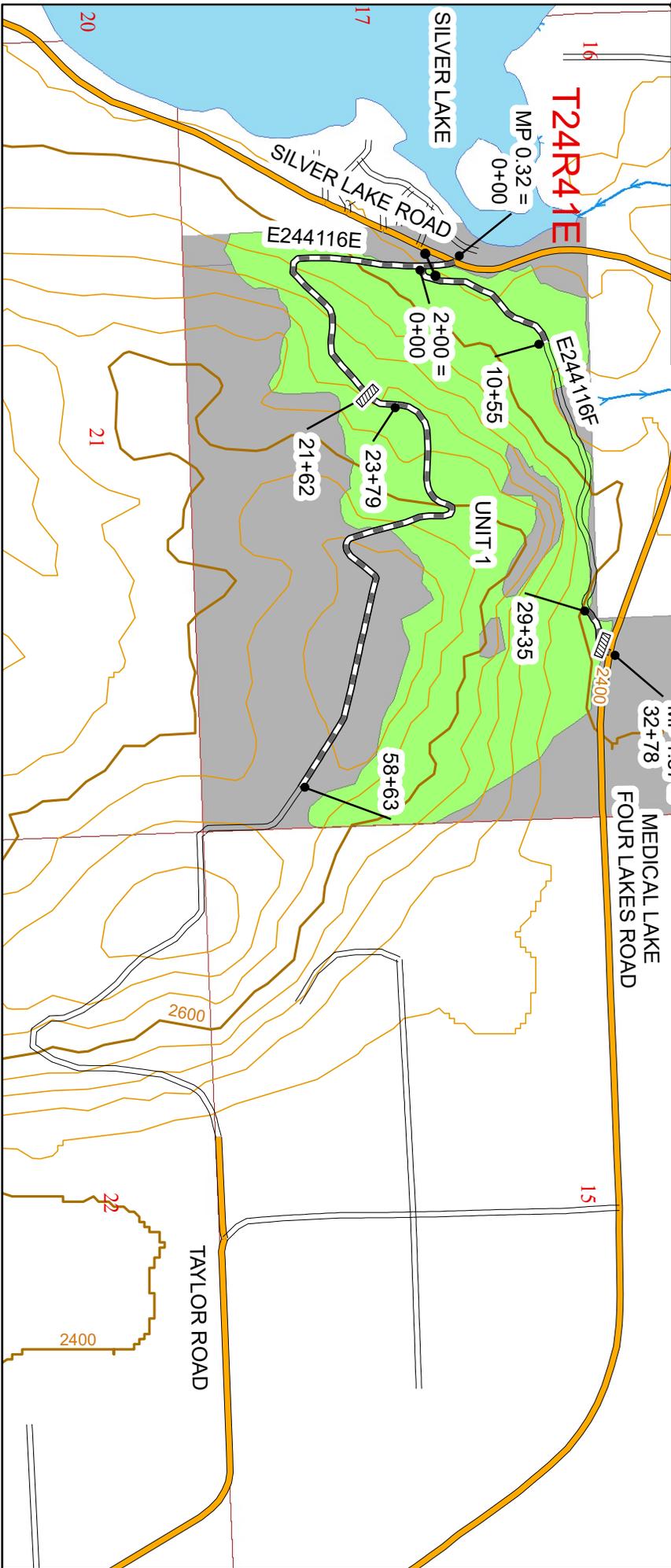


1 inch = 8,000 feet

Date: 8/31/2023

Legend

- Public Land Survey Townships
- PLS Sections
- Existing Road
- Prehaul Maintenance
- State or County Road
- Contours 40-foot
- ↔ typed stream
- ||||| culvert
- Gray Salvage Units
- Granted Trust Lands



1 inch = 1,000 feet

Date: 8/31/2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

GRAY SALVAGE TIMBER SALE ROAD PLAN
SPOKANE COUNTY
ARCADIA DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 30-105994

STAFF ENGINEER: TRAVIS PARRY

DATE: 8/31/2023

DRAWN & COMPILED BY: TRAVIS PARRY

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>
E244116E	0+00 to 58+63	Pre-Haul Maintenance
E244116F	0+00 to 10+55	Pre-Haul Maintenance
	29+35 to 32+78	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>
E244116E	0+00 to 58+63	Pre-haul maintenance. Reshape road to provide drainage as needed
	1+00	Existing steel gate, close and lock gate each day once operations are complete. See Clause 7-70 GATE CLOSURE
	2+00	Intersection with existing E244116F on the left.
	21+62	Install 18" x 26' culvert, spread and compact 10cy 1-1/4in minus surface rock, armor inlet and outlet with 1/4 cy light loose rip rap for each. Culvert shall be corrugated metal pipe.

	23+79	Clean outlet of existing culvert
E244116F	0+00 to 10+55	Pre-haul maintenance. Reshape road to provide drainage as needed
	29+35 to 32+78	Pre-haul maintenance. Reshape road to provide drainage as needed
	32+58	Install 18" x 30' temporary culvert, culvert may be any material and may be used. Once culvert is removed it becomes property of the purchaser and shall be removed from DNR managed land.
	32+78	Reconstruct road approach. Spread and compact 10 cy of 5/8 inch minus crushed rock surfacing at reconstructed road approach.

Maintenance includes, but is not limited to brushing, clearing, grubbing, subgrade reshaping, rolling dip, cross drain, and culvert installation, cleaning culverts and ditches, grading, and riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications.

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE9-5 .

0-9 DECOMMISSIONING

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

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 shall be submitted, in writing, to the Contract Administrator for consideration. The State must approve the submitted plans before road work begins.

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 consecutive calendar days.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Road stationing marked on orange ribbon and/or pink tags.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

Construction restrictions apply to this contract. All construction, reconstruction 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 31

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Purchaser shall provide a maintenance plan to include further protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Purchaser shall be required to maintain all haul roads including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on jaw run roads.
- Wheel track rutting exceeds 3 inches on crushed rock roads.
- Wheel track rutting exceeds 6 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.
- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the E244116F Road approach:
 Purchaser shall build up approaches to allow a smooth grade transition between the E244116F Road and Medical Lake/Four Lakes Road.

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. Known utilities are listed, but 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.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
E244116E	0+00 to 9+50	Underground and overhead power and/or communications	Avista and Century Link
E244116F	29+35 to 32+78	Underground and overhead power and/or communications	Avista and Century Link

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 before commencement of haul and upon completion of the sale. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

2-6 CLEANING CULVERTS

Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before beginning hauling activities or rock application.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean ditches, headwalls, and catch basins. Work shall be completed before commencement of haul and upon completion of the sale and shall be subject to the written approval of the Contract Administrator. Work shall be done in accordance with the Culvert and Drainage Detail. Pulling ditch material across crushed rock road surfaces or mixing in with the road surface is not allowed.

2-8 MAINTAINING EROSION CONTROL STRUCTURES

Purchaser shall clean and maintain all erosion control structures. Work must be completed before hauling begins and must be done in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Excavated material must be scattered outside the grubbing limits.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 3 inches DBH or over 6 feet high between the marked right-of-way boundaries and within waste and debris areas. If not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 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 35%.
- Against standing trees.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stumps over 22 inches diameter shall be split. Stumps over 40 inches shall be quartered. Grubbing shall be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the grubbing limits or as directed by the Contract Administrator and in compliance with all other clauses in this road plan.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, except by burning, before the application of rock or timber haul.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris shall be located within the cleared right-of-way or in natural openings, or in areas approved in writing by the Contract Administrator.

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, wetland, or within the riparian management zone.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 35%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

On all new construction, Purchaser shall scatter organic debris outside of the clearing limits of the road or as directed by the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES

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

3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil. Debris piles shall be placed within the cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator. No piling within the Riparian Management Zone (RMZ).

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized, in writing, by the Contract Administrator.

4-2 PIONEERING

Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 16 percent favorable and 10 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

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

4-5 CUT SLOPE RATIO

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 1 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

Turnarounds shall be no larger than 30 feet long and 30 feet wide. Locations shall be subject to approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 35%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-45 SELECT BORROW

Select borrow consists of granular material, either naturally occurring or processed, and contains no more than 5% clay, organic debris, or trash by volume. Select borrow material must be free of rocks greater than 6 inches in any dimension.

4-46 COMMON BORROW

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

4-47 BORROW MATERIAL

Borrow material may not contain more than 5% clay, organic debris, or trash by volume. Borrow material must be free of rocks greater than 6 inches in any dimension.

4-48 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 all shaping using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

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. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift.

Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed or reconstructed subgrades deeper than 3 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 Rock application.

4-62 DRY WEATHER COMPACTION

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 by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders to permit the escape of runoff. The construction of ditchouts will be required where ponding will 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 & DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts shall be new steel, aluminum, or polyethylene meeting the material specifications in Clauses 10-15 through 10-23. Culvert placement shall precede embankment construction.

5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other roads must have new culverts installed. Purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation.

<u>Road</u>	<u>Stations</u>
E244116F	32+58

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT & DRAINAGE LIST that are not installed will become the property of the state. Purchaser shall stockpile materials at Northeast Region Headquarters in Colville.

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.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 30 inches in diameter and over before backfilling.

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

All culverts shall be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material shall be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 5 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire or 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Headwalls shall also be constructed at all culverts identified on the CULVERT AND DRAINAGE LIST that specifies the placement of rock. Rock shall be placed by zero drop height methods. 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 diameters above the top of the culvert.

5-27 ARMORING FOR CULVERTS

Purchaser shall place LIGHT LOOSE RIP RAP in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL or as directed by the Contract Administrator. Rock may not

restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. LIGHT LOOSE RIP RAP must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as specified on the CULVERT AND DRAINAGE LIST or as marked in the field. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct Rolling dips in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT & DRAINAGE LIST or marked in the field. Rolling dips must be installed concurrently with construction of the subgrade and shall be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change or as directed by the Purchaser Administrator.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be water barred by November 15. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications <, unless otherwise specified in the ROCK SOURCE DEVELOPMENT <AND RECLAMATION> PLAN>:

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

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

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

6-25 FINES

% Passing U.S. #40 sieve	100%
% Passing U.S. #200 sieve	0%

The portion of aggregate retained on the No. 200 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-26 5/8-INCH MINUS CRUSHED ROCK

% Passing 5/8" square sieve	100%
% Passing 3/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	40 - 60%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

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

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

6-38 4-INCH IN-PLACE ROCK

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 40 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension.

6-50 LIGHT LOOSE RIP RAP

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
20% / 90%	300 lbs. to 1 ton	20" - 36"
80% / --	50 lbs. to ½ ton	12" - 30"
10% / 20%	<u>50</u> lbs. max	3" - 8"

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock

that is to be applied as spot patching. Road surfaces must be compacted by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

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

6-80 WATERING FOR DUST ABATEMENT

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

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>	<u>Comment</u>
E244116E	1+00	Close and lock gate once hauling is complete each day.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the SPOILS BERM DETAIL.

<u>Road</u>	<u>Stations</u>
E244116F	32+28

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culvert material removed from roads becomes the property of the Purchaser and must be removed from state land.

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
E244116E	0+00 to 58+63	Post haul grading as directed by Contract Administrator
E244116F	0+00 to 10+55 and 29+35 to 32+78	Post haul grading as directed by Contract Administrator

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-20 ROAD DECOMMISSIONING

Purchaser shall decommission the following roads at the termination of use.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E244116F	29+35 to 32+78	Light Decommissioning

9-22 LIGHT DECOMMISSIONING

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached SPOILS BERM DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Scatter woody debris onto abandoned road surfaces.

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) or aluminized aluminum type 2 coated meeting AASHTO M-274.

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.

10-18 CORRUGATED STEEL STRUCTURAL PLATE

Structural plate culverts must be galvanized steel meeting AASHTO M-167 (ASTM A-761) specifications.

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes shall meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes shall 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 shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used. Couplings shall be split coupling band. Split coupling bands shall 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.

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer's design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1/2"
24" to 48"	14 (0.079")	2 ² / ₃ " X 1/2"
54" to 96"	12 (0.109")	3" X 1"

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

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.

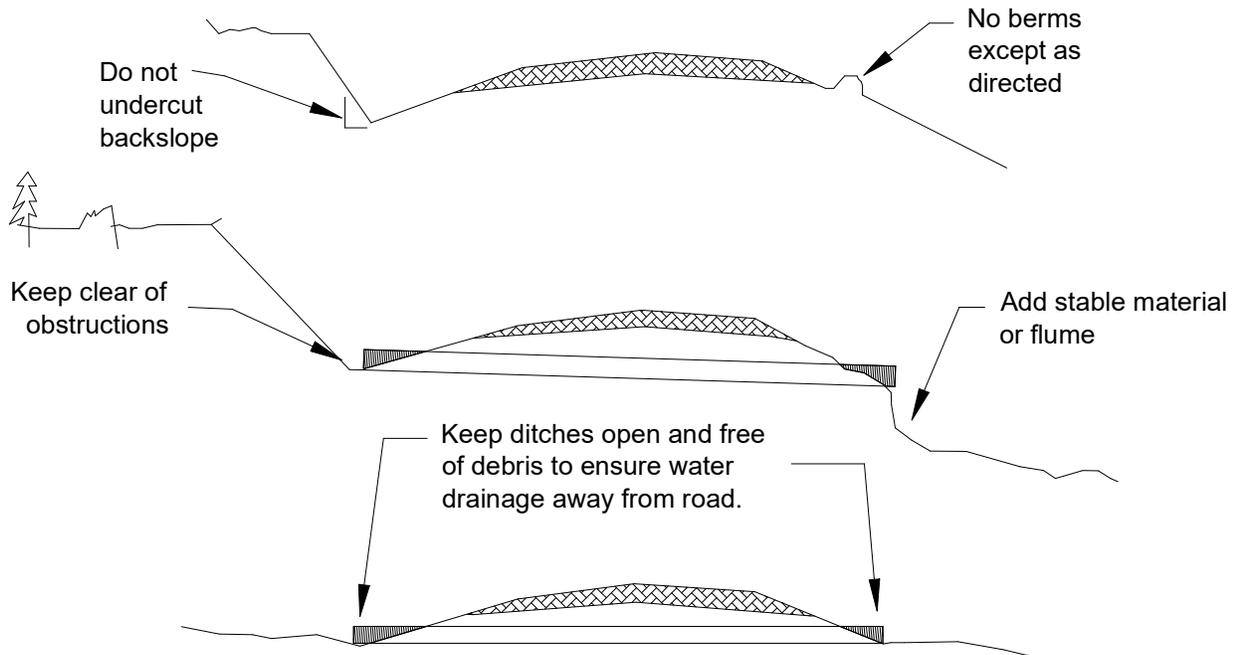
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Termination of Use or End of Season

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

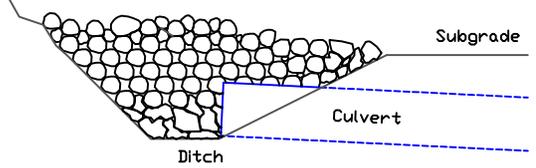
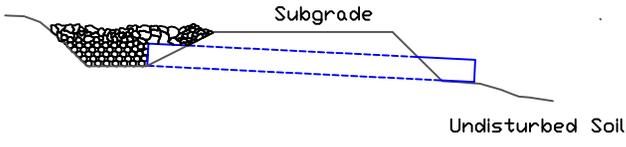
Debris

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



CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

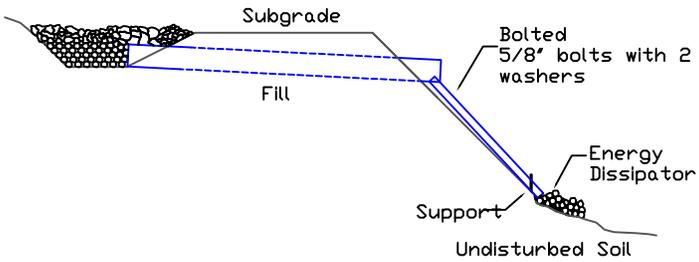
HEADWALLS



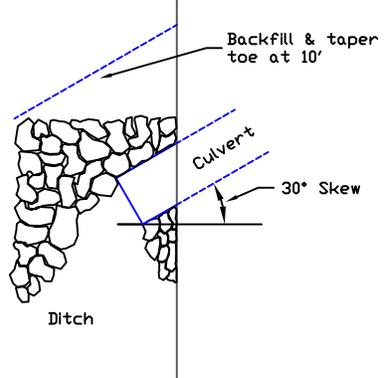
Headwall to be constructed of material that will resist erosion

FLUME

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

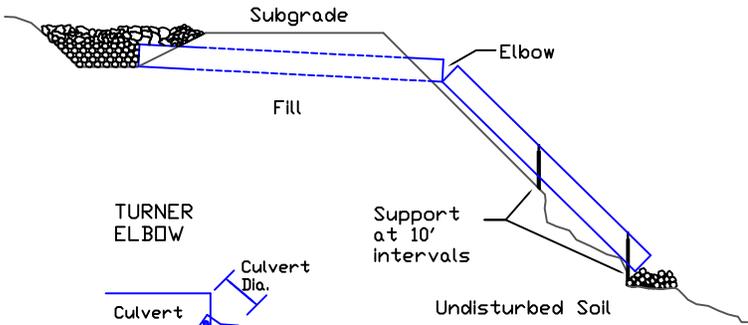


PLAN VIEW

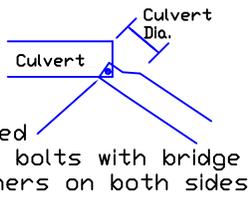


DOWNSPOUT

Use where ground conditions are irregular.



TURNER ELBOW

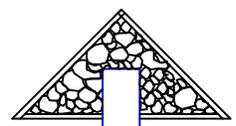
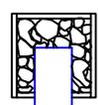


CULVERT BACKFILL & BASE PREPARATION (For Culverts Less Than 36")

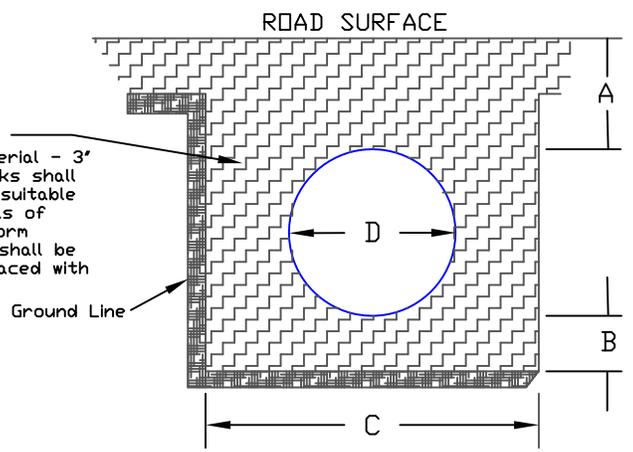
Minimum Cover	Minimum Bed Depth	Min. Trench Width	Nominal Diameter
A	B	C	D
12"	6"	36"	18"
12"	6"	42"	24"
12"	6"	48"	30"
12"	6"	54"	36"

DISSIPATOR SPEC'S
Size In Culvert Diameters

Area	2 X 2
Depth	1
Aggregate	1/3



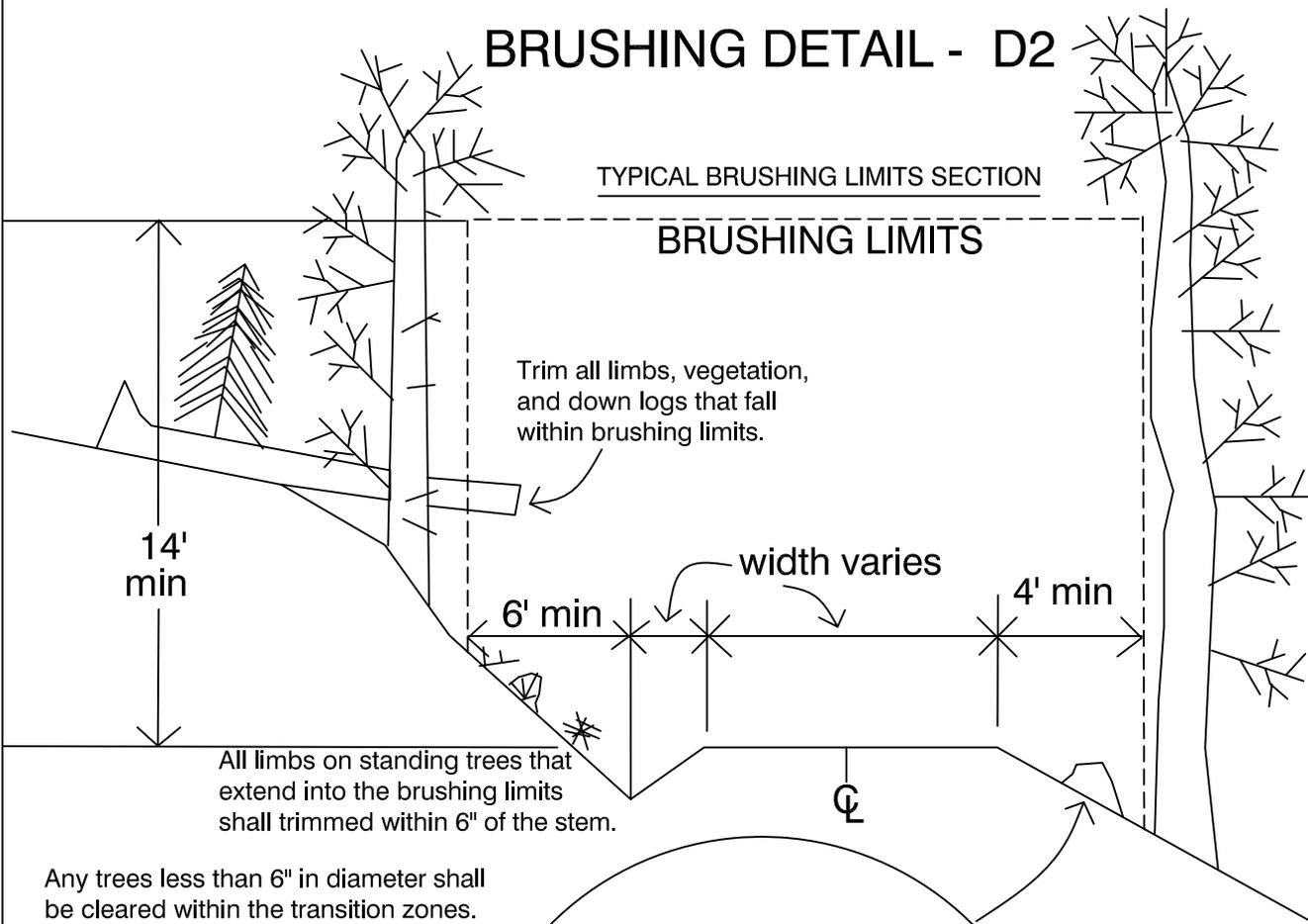
BEDDING MATERIAL:
Use granular material - 3" minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.



BRUSHING DETAIL - D2

TYPICAL BRUSHING LIMITS SECTION

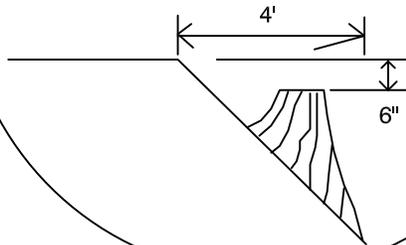
BRUSHING LIMITS



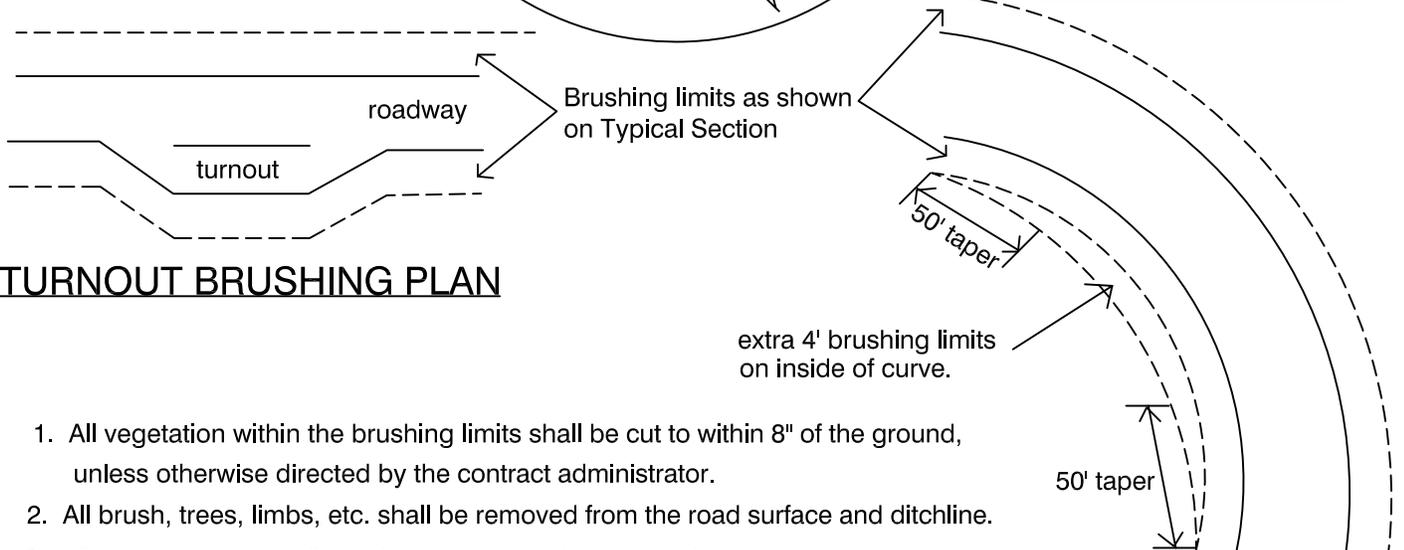
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem.

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.



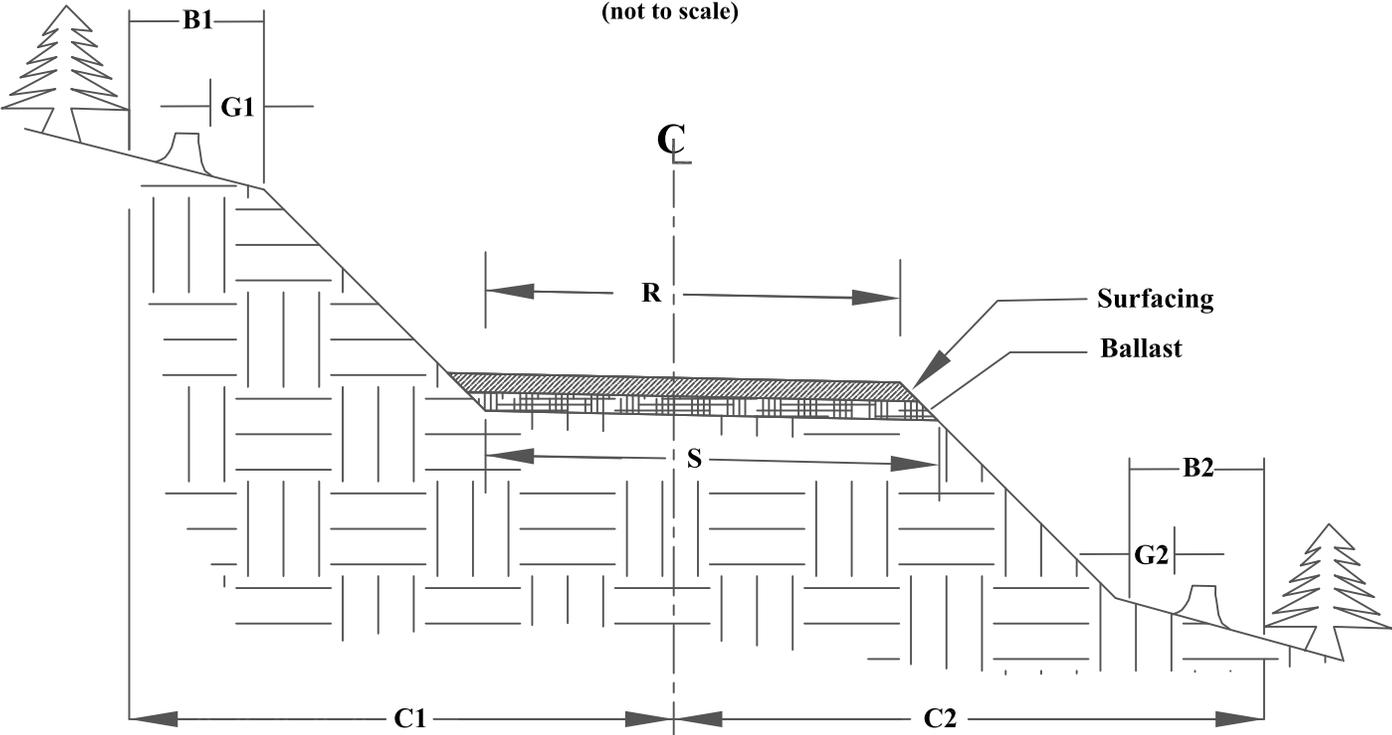
CURVE BRUSHING PLAN



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 D3



Drawn by: JBB 2/18/03
Revised: JE 01/14/20162

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. Minimum skew is 30°, and the maximum skew is 45°.

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

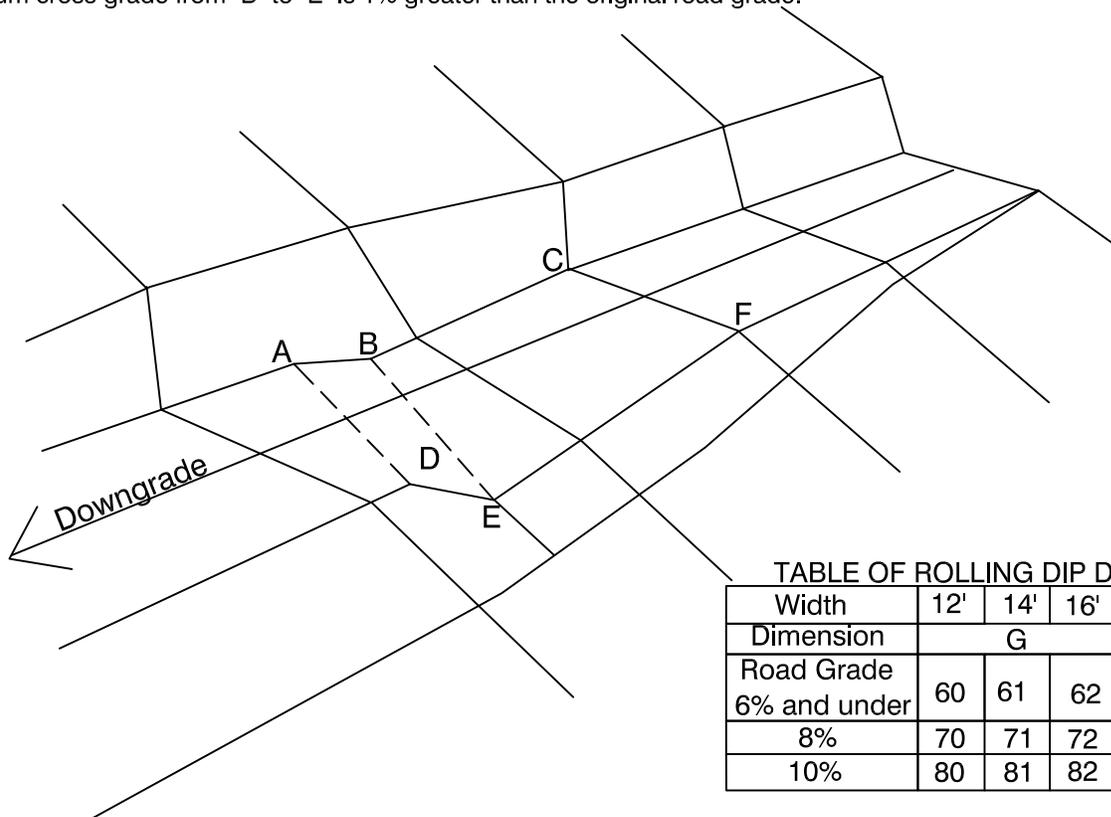
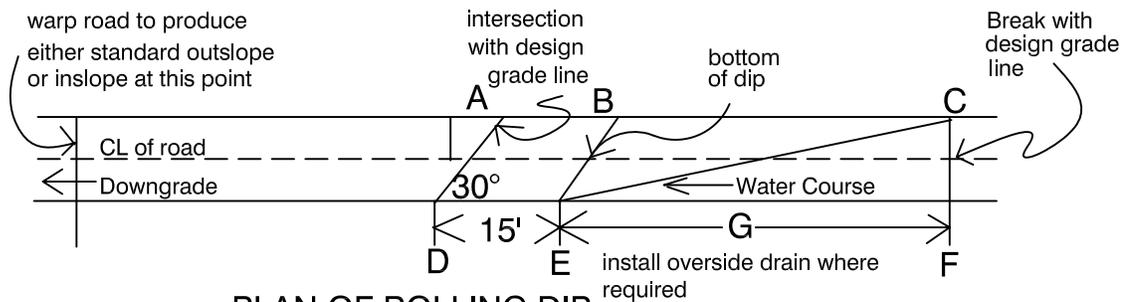
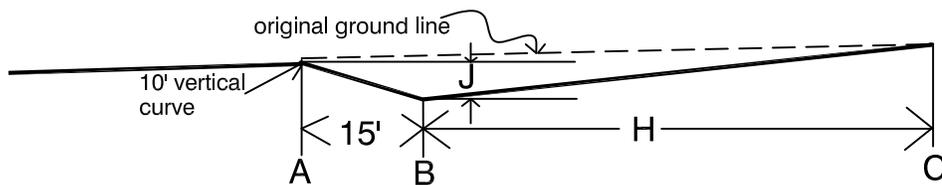


TABLE OF ROLLING DIP DEMENSIONS

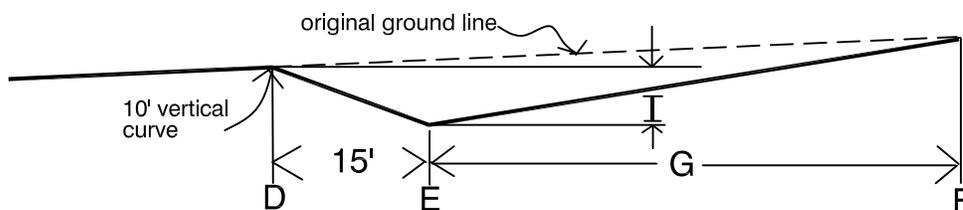
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade 6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1



PLAN OF ROLLING DIP



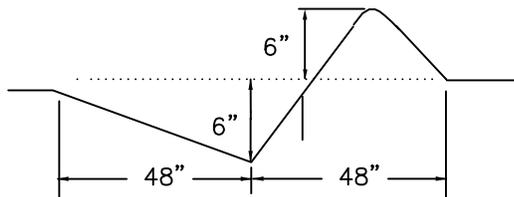
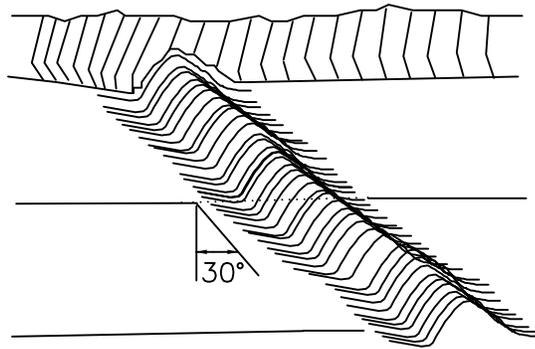
ROAD PROFILE ALONG A-B-C OF ROLLING DIP



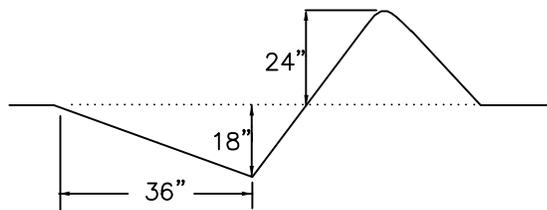
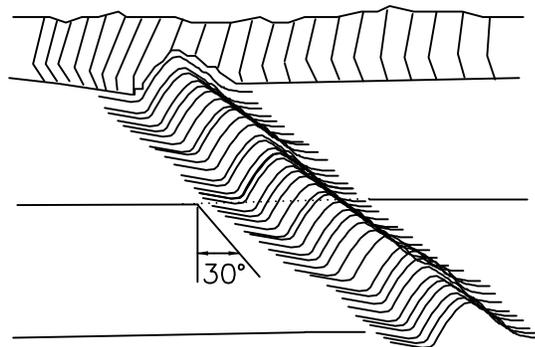
ROAD PROFILE ALONG D-E-F OF ROLLING DIP

WATERBAR DETAIL—D6

DRIVABLE WATERBAR



NON DRIVABLE WATERBAR

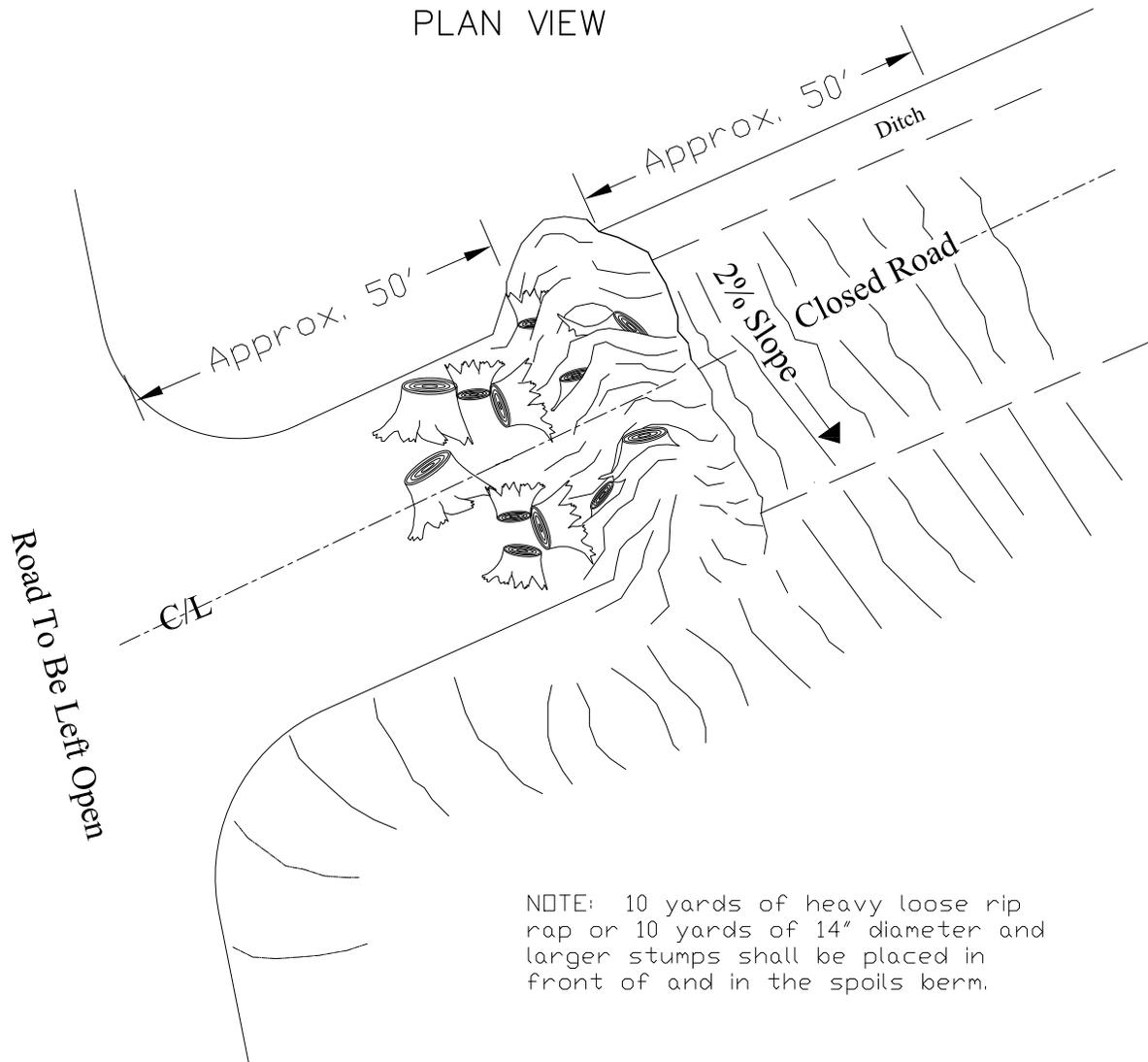


1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

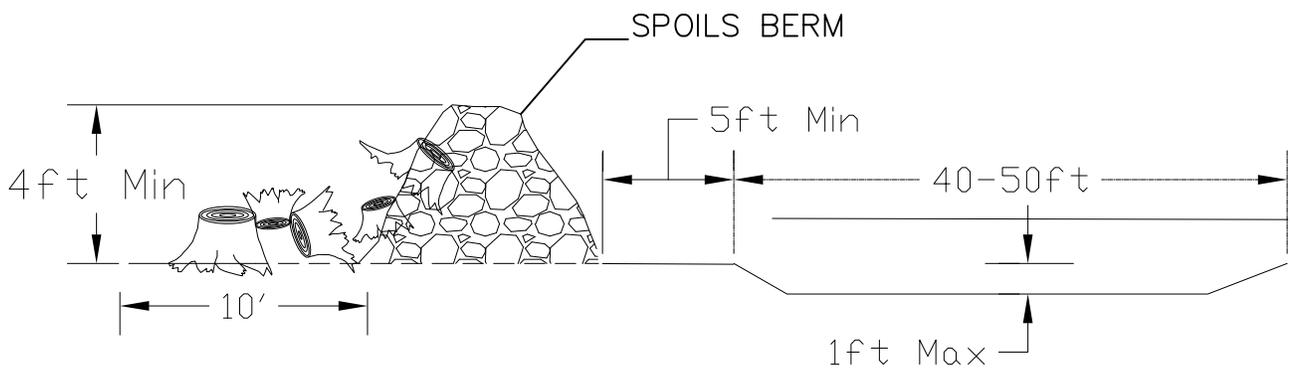
Revised: 05/21/2012

SPOILS BERM DETAIL-D8

PLAN VIEW

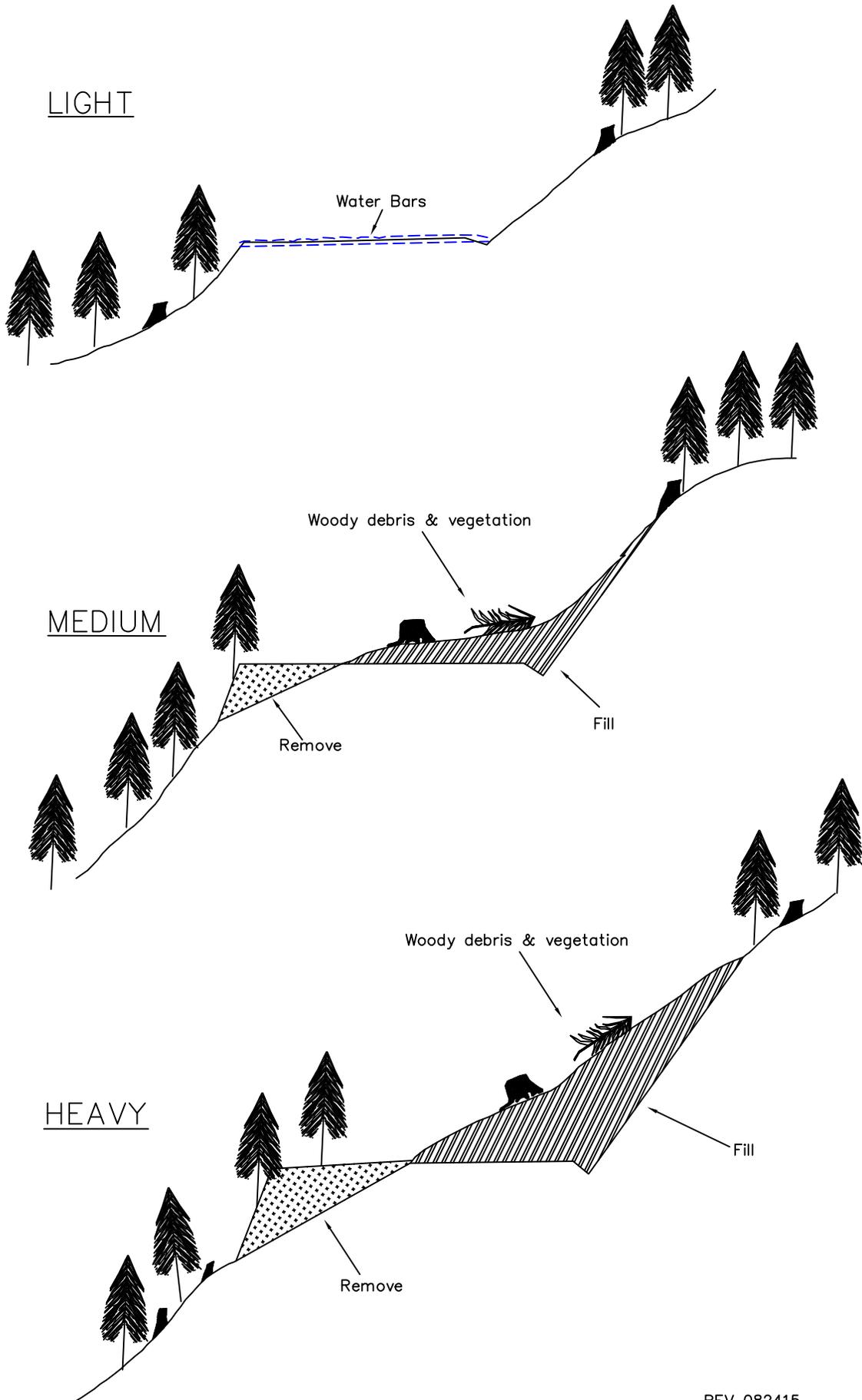


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.



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

ROAD ABANDONMENT DETAIL-D12
CROSS SECTIONS



Sale Name: GRAY SALVAGE SUMMARY - Road Development Costs

REGION: Northeast
 DISTRICT: Arcadia

CONTRACT #: 30-105994

ENGINEER: Travis Parry
 DATE: 8/31/2023

	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Decommission</i>	<i>Abandonment</i>
ROAD NUMBERS:			E244116E, E244116F	E244116F	
Comments:					
ROAD STANDARD:	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Decommission</i>	<i>Abandonment</i>
NUMBER OF STATIONS:	0.00	0.00	72.61	3.43	0.00
CLEARING & GRUBBING:	\$0	\$0	\$218	\$0	0
EXCAVATION AND FILL:	\$0	\$0	\$243	\$154	\$0
MISC. MAINTENANCE:	\$0	\$0	\$726	\$0	\$0
ROAD ROCK:	\$0	\$0	\$700	\$0	\$0
ADDITIONAL ROCK:	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$1,230	\$0	\$0
STRUCTURES/MATERIALS:	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$3,117	\$154	\$0

TOTAL COSTS:	\$0	\$0	\$3,117	\$154	\$0
COST PER STATION:	\$0.00	\$0.00	\$42.93	\$45.00	\$0

	<i>\$/per move</i>	<i># of moves</i>	<i>Total</i>
MOBILIZATION:	\$1,200	1	\$1,200

additional rock, culverts, tax \$0

TOTAL (All Roads) = \$4,471
SALE VOLUME mbf = 314
TOTAL \$/MBF = \$14.24

Sale Name: GRAY SALVAGE SUMMARY - Road Development Costs