



**TIMBER NOTICE OF SALE**

**SALE NAME:** 49TH PARALLEL VRH & VDT

**AGREEMENT NO:** 30-093007

**AUCTION:** September 28, 2016 starting at 10:00 a.m., **COUNTY:** Whatcom  
Northwest Region Office, Sedro Woolley, WA

**SALE LOCATION:** Sale located approximately 6 miles southeast of Sumas, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, property lines, adjacent young stands and the CRH-ML Road, except conifer trees 50 inches or greater in diameter at breast height, trees marked with blue paint on the bole and root collar, forest products tagged out by yellow leave tree area tags, forest products tagged out by blue special management tags and cedar snags, preexisting dead and down cedar trees and cedar logs in Unit #1.

All timber as described for removal in Schedule B in the RMZ Thinning areas, beyond blue special management tags and up to the white timber sale boundary tags in Unit #1.

All timber bounded by property lines, adjacent young stands and the private road, except conifer trees 50 inches or greater in diameter at breast height, trees marked with blue paint on the bole and root collar, forest products tagged out by yellow leave tree area tags and cedar snags, preexisting dead and down cedar trees and cedar logs in Unit #2.

The above described products on part(s) of Sections 34 and 35 all in Township 41 North, Range 5 East, W.M., containing 117 acres, more or less.

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

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	Total \$/MBF	MBF by Grade								
					1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	17	8	1,077	\$224.00			7	52		577	331	109	1
Maple	15		339	\$67.00						122	131	46	40
Birch	11		282	\$20.00						11	142	106	23
Red alder	17		185	\$270.00						104	53	19	9
Red cedar	18		55	\$850.00							46	9	
Hemlock	11	8	46	\$67.00							14	32	
Sale Total			1,984										

**MINIMUM BID:** \$224/MBF (est. value \$369,000.00) **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$73,800.00 **SALE TYPE:** MBF Scale

**EXPIRATION DATE:** March 31, 2019 **ALLOCATION:** Export Restricted

**BIDDABLE SPECIES:** Douglas fir

**BID DEPOSIT:** \$36,900.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



## TIMBER NOTICE OF SALE

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**HARVEST METHOD:** Cable; cable, shovel or tracked skidder on sustained slopes 35% or less. Rubber tired skidders may be utilized on sustained slopes 35% or less as approved in writing by the Contract Administrator. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

Additional restrictions apply, see Remarks section below.

**ROADS:** 38.13 stations of optional construction. 38.18 stations of road to be abandoned if built. 123.25 stations of required pre-haul maintenance.

Rock may be obtained from the following source on State land at no charge to the Purchaser: CRH-08 Pit at station 42.40 of the CRH-ML Road.

Stockpile of 3-inch-minus ballast rock is available for use in the CRH-08 Pit.

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

An estimated total quantity of rock needed for this proposal: 113 cubic yards of riprap and 2,746 cubic yards of ballast rock.

Additional restrictions apply, see Remarks section below.

Road construction, pre-haul maintenance, road abandonment, and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.

## ACREAGE DETERMINATION

**CRUISE METHOD:** Acres determined by GPS traverse. 138.4 acres gross. 12.7 acres deducted for green tree retention clumps, 6.0 acres deducted for RMZ/WMZ areas and 3.2 acres deducted for existing roads. 116.5 acres net. Cruised using variable plot method. Expansion factor used is 40.00. Sighting height is 4.5 feet. A total of 100 plots were taken.

Shapefiles of units are available upon request.

**FEES:** \$35,216.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:**

1. Wildlife timing restrictions are: no falling, bucking, yarding or operation of heavy equipment April 1 to August 31 from one hour before official sunrise to two hours after official sunrise and one before and after official sunset. Timing restrictions will be applied to the CRH-08 Rock Pit.
2. Cutting and yarding in the RMZ Thinning area shall not be permitted during the bark slippage season unless authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions. If permission is granted to operate during the bark slippage season the purchaser shall be required to provide a plan outlining mitigation measures.



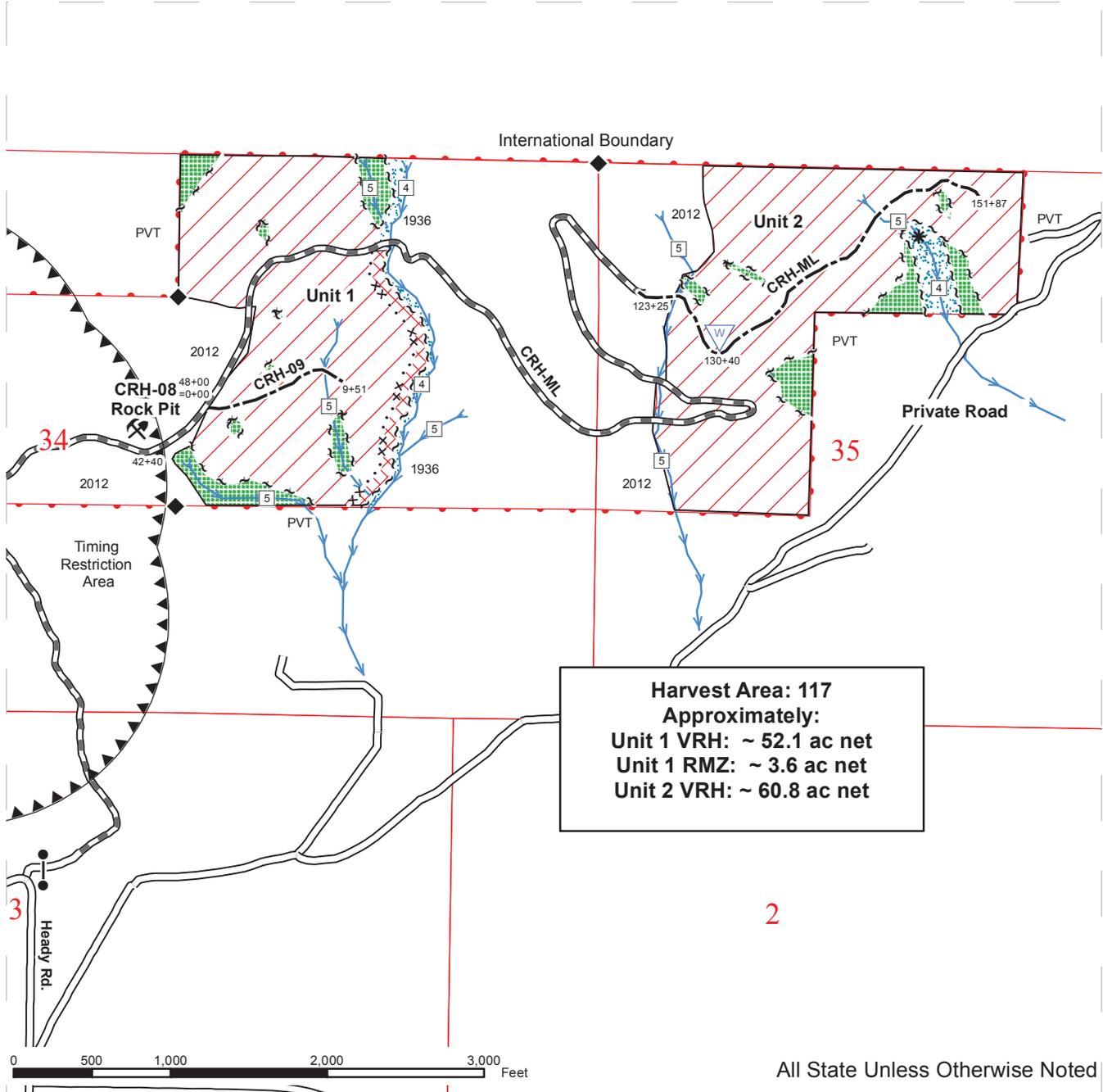
## TIMBER NOTICE OF SALE

3. Any individual conifer trees within the sale area as described in the G-011 with a diameter at breast height (DBH) of 50 inches or greater at DBH may not be felled without written approval from the Contract Administrator.
4. Lift trees and intermediate supports may be required to facilitate cable yarding in Unit #2.
5. HQ DF noted within the sale area. See cruise for further details (approximately 102 mbf of the above listed DF 2S is deemed high quality by the Department).
6. On the private boundary lines and the international border, the last take tree approaching the boundary line is marked with a pink "X".

# TIMBER SALE MAP

**SALE NAME:** 49TH PARALLEL  
**AGREEMENT#:** 93007  
**TOWNSHIP(S):** T41R05E  
**TRUST(S):** State Forest Transfer(1), Common School and Indemnity(3)

**REGION:** Northwest Region  
**COUNTY(S):** WHATCOM  
**ELEVATION RGE:** 647-1621



All State Unless Otherwise Noted

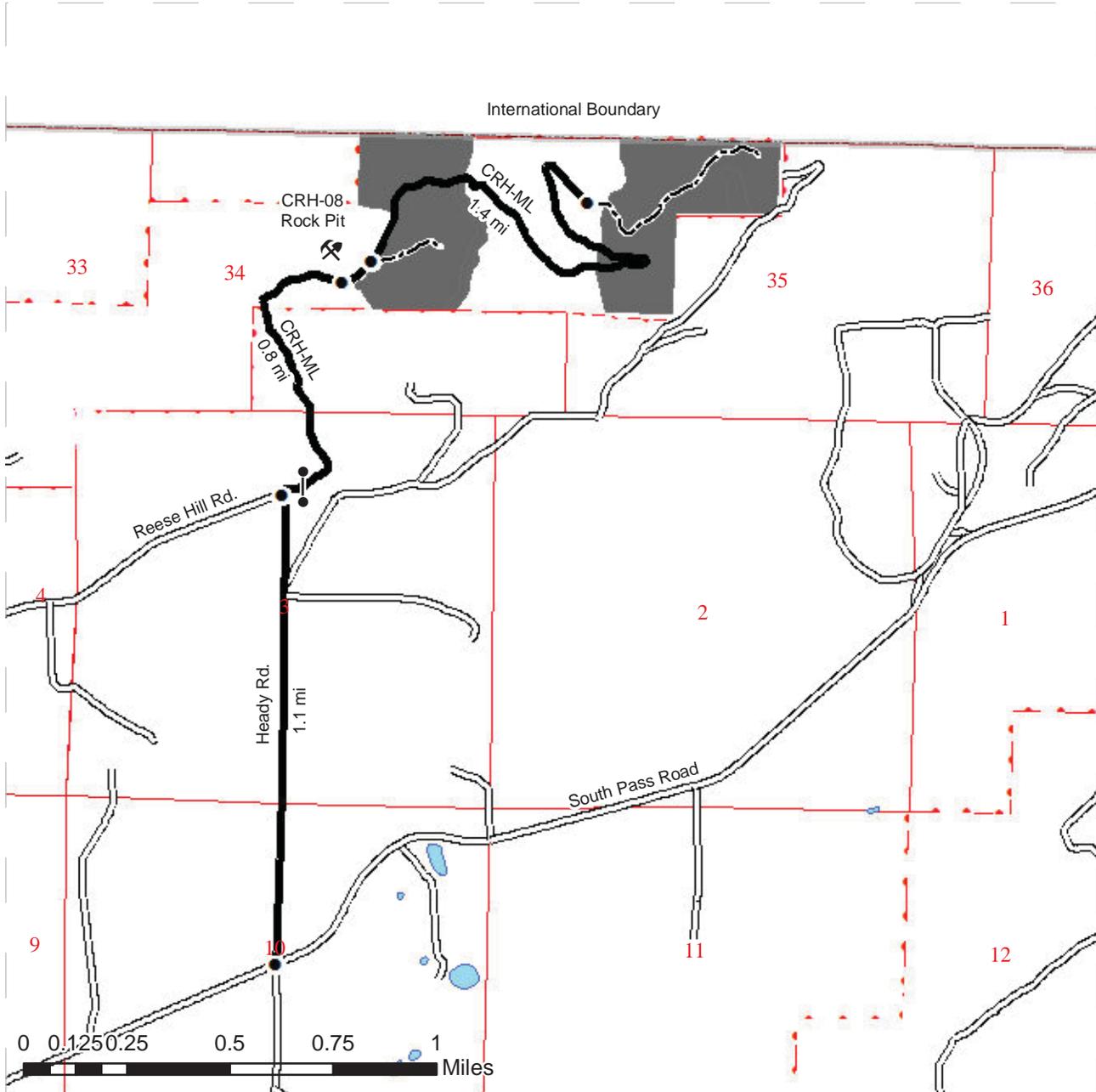
	Variable Retention Harvest		Sale Boundary Tags		Rock Pit
	RMZ Harvest Area		Special Mngt. Tags		Stream Type
	No-cut RMZ		Leave Tree Tags		Stream Type Break
	Leave Tree Area		Sale Boundary - No Tags		Survey Corners
	State Managed Land		Optional Construction		Leave Trees
	Timing Restriction		Existing Road		Waste Area
	Streams		Required Pre-haul Maintenance		Gate



# DRIVING MAP

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- Timber Sale Unit
- Existing Roads
- Haul Route
- New Construction
- Distance Indicator
- Gate
- DNR Managed Land

**DRIVING DIRECTIONS:**

From the intersection of South Pass Rd. and Heady Rd., head north on Heady road for 1.1 miles until reaching the intersection of Heady Rd., Reese Hill Rd., and the CRH-ML. To follow the CRH-ML, keep north and follow a quick turn to the east until meeting a gate accessible with an F1-3 key. From this point, continue 0.8 miles until reaching the CRH-08 Rock Pit. Continue 0.1 miles to enter the unit and reach the beginning of construction for the CRH-09. Continue for 1.4 miles till you reach the end of existing road and the beginning of new construction for the CRH-ML. Unit 2 will be visible to the east.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted MBF Scale AGREEMENT NO. 30-093007**

**SALE NAME: 49TH PARALLEL VRH & VDT**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

**Purchaser:** The company or individual that has entered 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 September 28, 2016 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber bounded by white timber sale boundary tags, property lines, adjacent young stands and the CRH-ML Road, except conifer trees 50 inches or greater in diameter at breast height, trees marked with blue paint on the bole and root collar, forest products tagged out by yellow leave tree area tags, forest products tagged out by blue special management tags and cedar snags, preexisting dead and down cedar trees and cedar logs in Unit #1.

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The above described products, located on approximately 117 acres on part(s) of Sections 34, and 35 all in Township 41 North, Range 5 East W.M. in Whatcom County(s) as shown on the attached timber sale map and as designated on the sale area.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	NW Ground-Based Equip Specifications (Rev11/05/14)
B	Thinning Prescription

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to March 31, 2019.

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 \$30.00 per acre per annum for the acres on which an operating release has not been issued in the Variable Retention Harvest area. Payment of \$3.00 per acre per annum for the acres on which an operating release has not been issued in Variable Density Thinning area
- 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-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. 812521 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take

of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

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

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

#### G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, PRT-812521 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.

- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

- b. Sale Area

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

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

- c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in

species, value, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment if deemed appropriate by the State. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser constructed but was unable to fully use for removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

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

G-105 Adding Naturally Damaged Forest Products

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

G-110 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and

3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources. The State will bear the cost to repair damages caused by a third party. In all other cases, the Purchaser shall bear responsibility for the costs as described below.

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

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

#### G-140 Indemnity

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

#### G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance

policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or

expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

## G-210 Violation of Contract

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

## G-220 State Suspends Operation

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

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

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

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

**G-230** Unauthorized Activity

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

**G-240** Dispute Resolution

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

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

**G-250** Compliance with All Laws

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

**G-260** Venue

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

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

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

damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; CRH-ML and CRH-09 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easement with:  
Nielsen Brothers, Inc. & Richmond JPJ Enterprises, Inc.; #55-083914; dated May 17, 2010.

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:

Assessment, including the terms and provisions thereof,  
For: Flood  
In Favor of: Whatcom County, County-Wide Flood Control Zone  
Disclosed by Application No.: 79-000275  
Granted: 4/14/1992  
Expires: Indefinite

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-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area plus \$35,216.00 on day of sale and \$9.00 per MBF upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

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

Utility logs, special cull and peelable cull logs of all species, included on loads of logs that are required to be removed and scaled per clause H-150 will be paid for on an adjusted gross scale basis at the rate of \$20.00 per MBF plus fees.

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-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-021 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 \$73,800.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-020 Short Logs - Peeler Blocks

Logs or parts of logs which are removed from the sale area that fail to meet the minimum gross length requirements shall be scaled and graded as short logs or peeler blocks. Such material shall be paid for at the forest products rates specified in this contract.

L-040 Utility Logs

Utility logs are logs that meet the minimum utility log standards as described by the log scaling rules applicable for this contract.

L-060 Load Tickets

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

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

L-071 Log and Load Reporting Service

This contract requires the use of a State approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the State.

If during the term of this contract, the State discontinues use of the LLRS, the State will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the State.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained

in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

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

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

L-120 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled and the lower segment diameters shall be determined using actual taper. In order to utilize taper rules for determining segment diameters for poles and pilings greater than 40 feet in length plus trim, Purchaser must request use of a Pole and Piling Scaling Specification Agreement on file in the region office. Approval for usage of a special Pole and Piling Scaling Specification Agreement may be granted at the sole discretion of the State.

Following State approval for usage of the Pole and Piling Scaling Specification Agreement, the Brand Designation form shall be amended to incorporate the long log taper rules. The volume reported by the scaling organization for forest products over 40 feet plus trim will be expanded by 5 percent and the additional 5 percent volume shall be billed to the purchaser at the contract rate.

L-130 Conversion Factors

Forest products removed from the sale area that are not measured in units specified in the 'Payment for Forest Products' clause of this contract shall be converted to board feet using Department of Natural Resources' standard conversion factors.

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 November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

**H-011 Certification of Fallers and Yarder Operators**

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

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

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

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040 or D-041).

**H-012 Leave Tree Damage Definition**

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

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

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

**H-013 Reserve Tree Damage Definition**

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

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

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

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

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

#### H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 4 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

#### H-030 Timber Falling

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

#### H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for sale area. The plan shall address the falling, yarding and hauling of forest products, 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-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-080 Snags Not to be Felled

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

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be felled by chainsaw and yarded by cable; felled by chainsaw or feller-buncher and yarded by cable, shovel or tracked skidder on sustained slopes 35% or less; rubber tired skidders may be utilized on sustained slopes 35% or less as approved in writing by the Contract Administrator, unless authority to use other equipment is granted in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on any road from November 1 to March 31 unless authorized in writing by the Contract Administrator .

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. An on-site pre-work meeting shall be scheduled with the Contract Administrator, which shall include the operator and fallers, prior to commencement of any activities on site.
- B. A copy of the timber sale map and contract shall be present on site during active operations.
- C. Trees must be felled away from typed streams where possible.

- D. Exposed mineral soils created by falling or yarding operations with the potential to deliver sediment to any watercourse must be mulched, water-barred and/or grass seeded prior to October 1 or concurrent with operations between October 1 and March 31.
- E. Temporary log crossings that protect stream bank integrity are required for typed water crossings during yarding or road construction operations and must be approved in writing by the Contract Administrator. Structures shall be limited to crossing points approved in writing by the contract administrator. Streambeds and banks shall be protected by the use of log puncheon or other approved structures at these crossing points and removed upon the completion of yarding activities.
- F. Lift trees and intermediate support trees must be marked in each unit prior to the commencement of felling operations.
- G. All black cottonwood, in the Variable Retention Harvest areas, must be felled and yarded to a landing or girdled and left standing.
- H. Cutting and yarding in the RMZ Thinning area shall not be permitted during the bark slippage season unless authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions. If permission is granted to operate during the bark slippage season the purchaser shall be required to provide a plan outlining mitigation measure.

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

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Wildlife timing restrictions are: no falling, bucking, yarding or operation of heavy equipment April 1 to August 31 from one hour before official sunrise to two hours after official sunrise and one before and after official sunset. Timing restrictions will be applied to the CRH-08 Rock Pit.
- B. Any individual conifer trees within the sale area as described in the G-011 with a diameter at breast height (DBH) of 50 inches or greater at DBH may not be felled without written approval from the Contract Administrator.
- C. The north boundary of the sale area (harvest edge) is the U.S./Canadian Boundary. The Vista Border is controlled by the International Boundary Commission (IBC). Conditions to harvest up to the Vista Border are as follows: Ensure no International Boundary Monuments are damaged and that no debris or slash shall be left within 20 feet of the U.S./Canadian Boundary harvest edge.

D. Leave trees marked with two bands of blue paint are non-tradeable.

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

H-150 Required Removal of Forest Products

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

Species	Net bd ft	Log length (ft)	Log dib
All species	10	12	5

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

H-157 Optional Removal of Forest Products Not Designated

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

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

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

H-160 Mismanufacture

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

The State may treat mismanufacture as a breach of this contract. At the State's option, forest products that are left on the sale area may be scaled for volume by the State or a

third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 12/29/2015 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the CRH-ML and CRH-09 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-130 Dust Abatement

Purchaser shall abate dust on the CRH-ML (0+00 to 29+56) while hauling.

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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills

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

d. Hazardous Material Release Reporting

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

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

DNR Contract Administrator

ECY - Northwest Region:

1-425-649-7000

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

ECY - Southwest Region:

1-360-407-6300

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

ECY - Central Region:

1-509-575-2490

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

ECY - Eastern Region:

1-509-329-3400

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

S-131 Refuse Disposal

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

## 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-020 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 volume to date from the State's cruise volume multiplied by the contract bid rates.

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

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

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

A = Administrative Fee = \$2,500.00.

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

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

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

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$100.00 per tree for all damaged trees in the RMZ Thinning area.

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay

**DRAFT**

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the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in the Variable Retention Harvest area.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Jean Fike  
Northwest Region Manager

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

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

CORPORATE ACKNOWLEDGEMENT

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

\_\_\_\_\_ )

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

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

\_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation

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

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

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

\_\_\_\_\_

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

**Schedule A**  
**NW Ground-Based Equip Specifications (Rev11/05/14)**

The following types of equipment are considered ground-based equipment: feller-buncher, processor, forwarder, skidder and shovel.

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

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

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

FORWARDER is defined as a track or rubber tire machine used for transporting logs to a landing by use of a bunk with self loading boom in which logs are carried free of the ground.

RUBBER-TIRED SKIDDER is defined as a skidder mounted on rubber tires used to drag logs to a landing. Logs are generally pulled in groups of six or less, with one end on the ground.

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

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

**FOR ALL YARDING:**

Equipment will remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by a HPA or by the Contract Administrator.

Logging debris created by the operation will be removed from water courses concurrently with yarding.

**WHEN SHOVEL YARDING IS AUTHORIZED:**

S1. When yarding and loading operations are occurring simultaneously, an additional shovel will be required for loading to avoid extra trips to the landing.

S2. Shovel yarding will not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

S3. Within shovel logged areas, to facilitate proper reforestation, logging debris will be dispersed as necessary to create clear, plantable spots at approximately a 11 foot x 11 foot spacing. Planting spots will be created concurrently with yarding.

LOG PROCESSORS will be allowed within the sale area only under one of the following conditions:

1. No tops or limbs will be allowed to accumulate on any landings, and all tops and limbs will be re-distributed into the unit, to the satisfaction of the Contract Administrator, and will provide for plantable spots every 11 feet by 11 feet.
2. Harvester must provide a written slash treatment plan, acceptable to the Contract Administrator, to address the additional slash accumulation. The Slash Treatment Plan will be a part of the Plan of Operations.

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

Unit 1 RMZ Conifer Release Unit Prescription:

This special management unit is bounded by blue special management unit boundary tags with pink ribbon and white timber sale boundary tags with pink ribbon. Within these areas, red alder, birch, black cottonwood and bigleaf maple are eligible for harvest. Of these listed eligible “take” species, only stems that can be felled and yarded without inflicting damage (as defined in the H-012 clause) to non-take trees may be harvested.

- No conifer may be felled unless approved in writing the Contract Administrator.
- Any conifer felled may not be removed from the RMZ.
- Any part of a take tree inadvertently felled beyond the timber sale boundary tags must be bucked off at the tag line and that portion of the tree extending beyond the tag line must be left.
- Any tree designated for take as described above with a blue special management boundary tag on it may be harvested.



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

#### EXCISE TAX EXEMPT ACTIVITIES

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

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

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

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

(Revised 6/13)

## PRE-CRUISE NARRATIVE

Sale Name: <b>49th Parallel</b>	Region: <b>Northwest</b>
Agreement #: <b>30-093007</b>	District: Baker
Contact Forester: Ian McLelland Phone / Location: 570-404-8758	County(s): Choose a county, Whatcom
Alternate Contact: Kyle Galloway Phone / Location: 360-853-5100	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: Lump Sum	
Harvest System: Ground based <a href="#">Click here to enter text.</a>	77%
Harvest System: Uphill Cable <a href="#">Click here to enter text.</a>	23%

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	34/41N/05E	01	63.7	3.1	7.1	1.4	--	52.1	GPS (Garmin)
2	35/41N/05E	01/ 03	71.1	2.9	5.6	1.8	--	60.8	GPS (Garmin)
1 RMZ	34/41N/05E	01	3.6	--	--	--	--	3.6	GPS (Garmin)
<b>TOTAL ACRES</b>			138.4	6	12.7	3.2		116.5	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Harvest all timber bounded by white timber sale boundary tags, plantation edge, private property line, international border vista, and blue special management tags; except for forest products bounded by yellow leave tree tags or trees marked with blue paint on the bole and root collar.	See "1 RMZ" below.	461 trees have been marked for retention in 8 leave tree clumps. 25 additional trees have been marked for retention throughout the unit. The total number of leave trees is 486.

2	Harvest all timber bounded by white timber sale boundary tags, plantation edge, private property line, and international border vista; except for forest products bounded by yellow leave tree tags or trees marked with blue paint on the bole and root collar.	N/A	527 trees have been marked for retention in 6 leave tree clumps. 19 additional trees have been marked for retention throughout the unit. The total number of leave trees is 546.
1 RMZ	Harvest all timber described by the take prescription on and beyond the blue special management tag line bounded by white timber sale boundary tags.	Take prescription: Harvest all hardwoods that can be removed without causing damage to residual conifers or timber beyond the white timber sale boundary tags.	N/A

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	BM,DF,RA,RC,WH,Birch (0.8 MMBF)	From the intersection of South Pass Rd. and Heady Rd., head north on Heady road for 1.1 miles until reaching the intersection of Heady Rd., Reese Hill Rd., and the CRH-ML. To follow the CRH-ML, keep north and follow a quick turn to the east until meeting a gate accessible with an F1-3 key. Continue 0.9 miles to enter Unit 1 and reach the beginning of construction for the CRH-09.	See attached driving map and traverse maps.
2	BM,DF,Birch,RA,WH,RC (0.9 MMBF)	From the beginning of construction for the CRH-09, continue for 0.8 miles through Unit 1 and an adjacent harvested unit until you reach the edge of Unit 2. Continue for 0.6 miles to reach the beginning of new construction for the CRH-ML. From this point, Unit 2 will be visible to the east.	See attached driving map and traverse maps.
RMZ	BM,DF,Birch,RA,RC,WH (0.02 MMBF)	Located on the east edge of Unit 1 south of the existing road.	See attached driving map and traverse maps.
TOTAL MBF	1.72 MMBF		

**REMARKS:**

**\*\* Private Property Line Markings:** The approximate location of the private property lines in each unit are marked with blazes (some recent, some from a 1994 survey) and/or witness posts. The last take trees on state land before privately owned timber or plantation are marked with red painted X's facing the unit. \*\*

Unit 1 is a 50-60 year old unit is a predominately hardwood stand with isolated, older conifer patches mixed in.

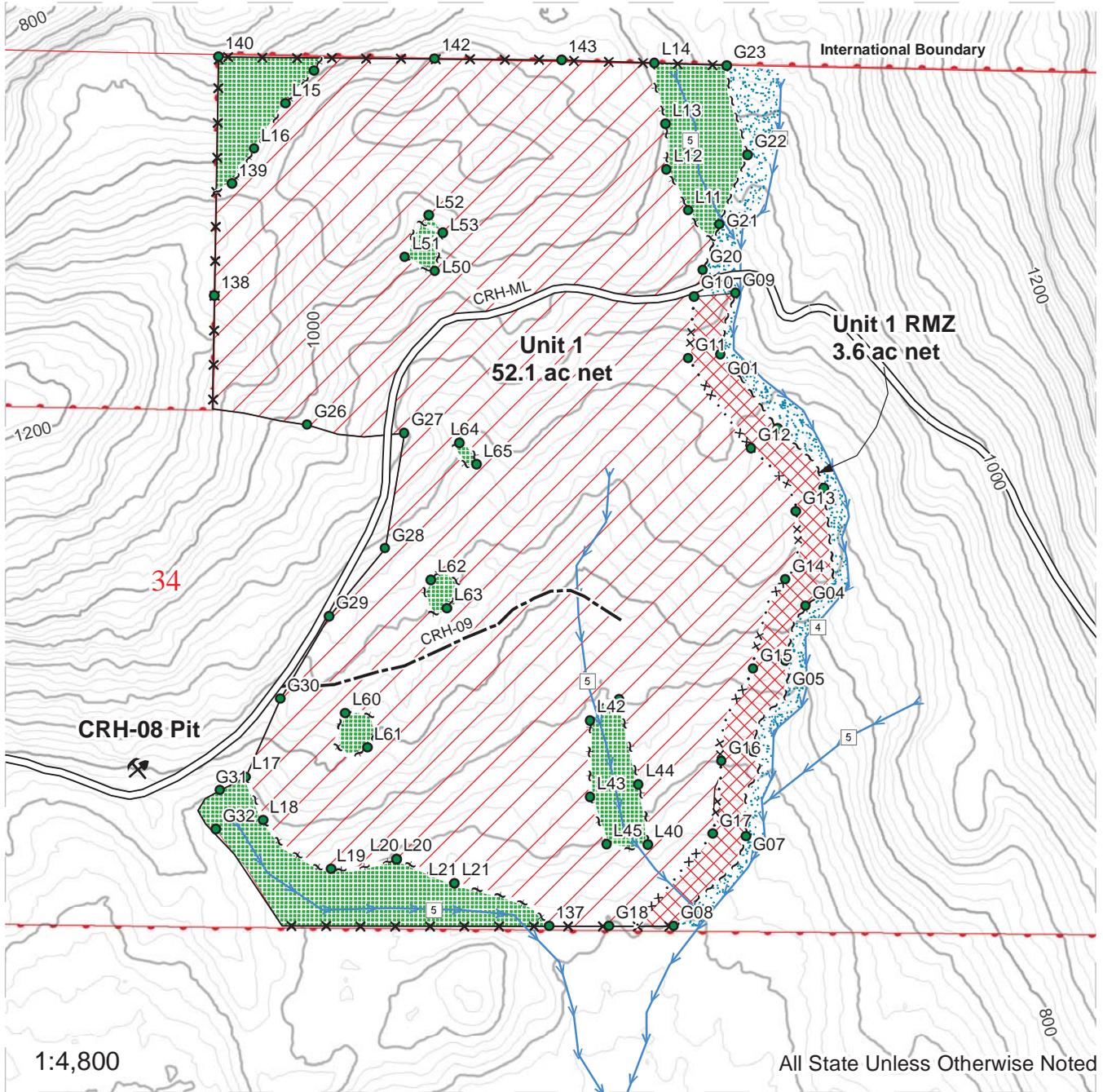
Unit 2 is a mix of two distinctly different forest types. ~70 year old conifer stands (predominately DF) dominate the southern and eastern parts of the unit. Younger mixed hardwoods dominate the central and northern portions of the unit. Several acres in the northwest corner are nearly pure birch. Small root rot pockets are scattered through the unit.

Prepared By: Ian McLelland Date: 11/23/2015	Title: Presales Forester / Timber Cruiser	CC: Kyle Galloway
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# TRAVERSE MAP

**SALE NAME:** 49TH PARALLEL  
**AGREEMENT#:** 30-093007  
**TOWNSHIP(S):** T41 R5E  
**TRUST(S):** (01) State Forest Transfer; (03) Common School

**REGION:** NORTHWEST  
**COUNTY(S):** WHATCOM  
**ELEVATION RGE:** 680-1660



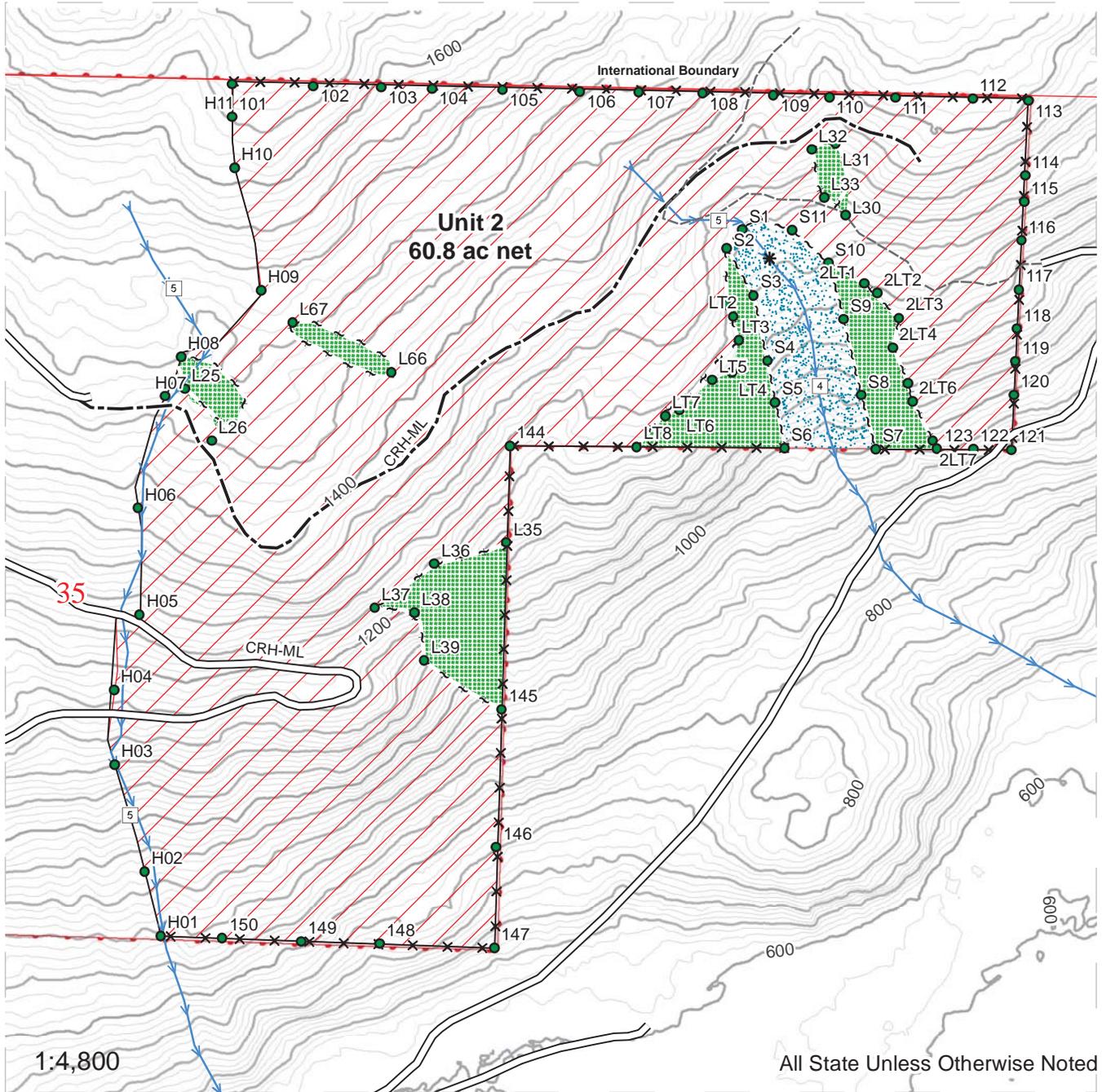
	VRH Harvest Area		White Timber Sale Tags		Orphan Grade
	RMZ Harvest		Painted Property Line		Streams
	No-cut RMZ		Cut Edge		Stream Type
	Leave Tree Area		Blue Special Mngt. Tags		Stream Type Break
	State Managed Land		Yellow Leave Tree Tags		Monumented Corners
			Existing Road		Leave Trees
			New Construction		



# TRAVERSE MAP

**SALE NAME:** 49TH PARALLEL  
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**TOWNSHIP(S):** T41 R5E  
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**REGION:** NORTHWEST  
**COUNTY(S):** WHATCOM  
**ELEVATION RGE:** 680-1660



All State Unless Otherwise Noted

	VRH Harvest Area		White Timber Sale Tags		Orphan Grade
	RMZ Harvest		Painted Property Line		Streams
	No-cut RMZ		Cut Edge		Stream Type
	Leave Tree Area		Blue Special Mngt. Tags		Stream Type Break
	State Managed Land		Yellow Leave Tree Tags		Monumented Corners
			Existing Road		Leave Trees
			New Construction		



## Cruise Narrative

<b>Sale Name:</b> 49 <sup>th</sup> Parallel	<b>Region:</b> Northwest
<b>Agree. #:</b> 30-093007	<b>District:</b> Baker
<b>Lead cruiser:</b> Ian McLelland	<b>Completion date:</b> 12/18/2015
<b>Other cruisers on sale:</b> none	

### Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	52.1	Yes	
2	60.8	Yes	
RMZ	3.6	Yes	
Total	116.5	Yes	

### Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (cruise:count)	Total number of plots
1	VP	40 BAF	4.5'	225' x 225'	Cruise All	46
2	VP	40 BAF	4.5'	225' x 225'	Cruise All	50
RMZ	VP	40 BAF	4.5'	300' x 300'	Cruise All	4

### Sale/Cruise Description:

<b>Minor species cruise intensity:</b>	All species were cruised with a 40 BAF						
<b>Minimum cruise spec:</b>	8 inch D.B.H. holding 5 inches at 16 feet, 10 board feet.						
<b>Avg ring count by sp:</b>	<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><b>DF =</b></td> <td style="border: none; text-align: center;">8</td> <td style="border: none;"><b>WH =</b></td> <td style="border: none; text-align: center;">8</td> <td style="border: none;"><b>SS =</b></td> <td style="border: none; text-align: center;">NA</td> </tr> </table>	<b>DF =</b>	8	<b>WH =</b>	8	<b>SS =</b>	NA
<b>DF =</b>	8	<b>WH =</b>	8	<b>SS =</b>	NA		
<b>Leave/take tree description:</b>	Leave tree patches are bound with yellow leave tree tags. Individual leave trees are painted blue. On private boundary lines and the international border, the last take tree approaching the boundary line is painted with a pink "X". The RMZ is bound with white T.S. tags and blue special management tags. Refer to Schedule "B" for cutting prescription within the RMZ.						
<b>Other conditions</b>							

**Field observations:**

The 49<sup>th</sup> Parallel T.S. is located on the CRH-ML. Access to this sale is fair. Slopes across the sale area range from 0 – 60% and the aspect is primarily southern. Logging methods include 77% ground based and 23% uphill cable.

Unit 1 is a 50-60 year old unit is a predominately hardwood stand with isolated, older conifer patches mixed in.

Unit 2 is a mix of two distinctly different forest types. ~70 year old conifer stands (predominately DF) dominate the southern and eastern parts of the unit. Younger mixed hardwoods dominate the central and northern portions of the unit. Several acres in the northwest corner are nearly pure birch. Small root rot pockets are scattered through the unit.

Grants: 01 \_\_\_\_\_ 03 \_\_\_\_\_

**Prepared by:**

**Ian McLelland**

**Title:**

**Presales Forester /  
Timber Cruiser**

**CC:**

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TC PSPCSTGR **Species, Sort Grade - Board Foot Volumes (Project)**

T41N R05E S34 TyRMZ      3.60 T41N R05E S34 TyU1        52.10 T41N R05E S35 TyU2        60.80	<b>Project:    49 PARA</b> <b>Acres        116.50</b>	<b>Page        1</b> <b>Date       12/21/2015</b> <b>Time       9:05:46AM</b>
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S Spp	So T	Gr rt	Ad ad	% Net BdFt	Bd. Ft. per Acre Def%    Gross    Net			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									5-7	8-11	12-15	16+	12-20	21-30	31-35	36-99						
BM	T	D	2S	35	18.7	1,290	1,049	122				83	17	5	95			29	14	167	1.72	6.3
BM	T	D	3S	39	13.2	1,300	1,129	131	12	86	3			9	91			29	9	73	0.88	15.4
BM	T	D	4S	14	19.4	489	394	46	93	7				17	73	5	5	28	6	29	0.46	13.5
BM	T	D	UT	12		343	343	40	99	1				49	41	3	7	15	5	16	0.34	20.8
<b>BM</b>	<b>Totals</b>			17	14.8	3,423	2,915	340	29	34	31	6		13	84	1	1	23	7	52	0.75	56.0
BR	T	D	2S	3	6.6	101	94	11			100				100			30	12	148	1.35	.6
BR	T	D	3S	51	5.4	1,292	1,223	142	42	58					91	9		31	8	64	0.65	19.0
BR	T	D	4S	37	4.7	953	908	106	100					7	86	8		29	5	29	0.30	30.8
BR	T	D	UT	9		196	196	23	100					92	8			6	5	6	0.24	34.4
<b>BR</b>	<b>Totals</b>			14	4.8	2,542	2,421	282	67	29	4			10	82	8		20	6	29	0.43	84.9
RC	T	D	3S	83	10.0	436	392	46	15	61	10	14			1	99		36	9	111	1.55	3.5
RC	T	D	4S	17		76	76	9	96	4				70	13	17		18	5	20	0.39	3.9
<b>RC</b>	<b>Totals</b>			3	8.5	512	469	55	28	51	9	12		11	3	3	83	26	7	63	1.14	7.4
DF	T	D	2S	44	.9	4,114	4,075	475			42	58				100		40	15	358	2.06	11.4
DF	T	D	3S	30	1.9	2,893	2,837	331	15	84	1				1	4	95	39	9	107	0.79	26.6
DF	T	D	4S	10	.6	944	938	109	95	5				17	28	12	44	28	5	30	0.32	31.5
DF	T	D	UT	1	.0	8	8	1	100					100				1	5	2	0.14	4.4
DF	T	H	3P			59	59	7				100				100		40	24	1010	4.91	.1
DF	T	H	SM	5		449	449	52				100				100		40	19	593	3.12	.8
DF	T	H	2S	10		873	873	102			100					100		40	14	288	1.75	3.0
<b>DF</b>	<b>Totals</b>			54	1.1	9,339	9,238	1,076	14	26	28	31		2	3	2	93	33	8	119	0.93	77.6
DF	L	D	2S	94		127	127	15			31	69				100		40	17	471	2.44	.3
DF	L	D	3S	3		4	4	1		100					100			28	9	70	0.83	.1
DF	L	D	4S	3		3	3	0		100					100			23	8	40	0.64	.1
<b>DF</b>	<b>Totals</b>			1		135	135	16		5	30	65		5		95		35	14	332	2.03	.4
RA	T	D	2S	56	12.5	1,018	891	104			74	26			96	4		30	14	183	1.62	4.9
RA	T	D	3S	29	7.2	487	452	53	14	84	3			12	82	6		29	9	75	0.77	6.1
RA	T	D	4S	10	14.5	187	160	19	99	1				27	58	15		24	5	23	0.41	6.9
RA	T	D	UT	5		75	75	9	74	26				40	38	22		14	6	20	0.56	3.9
<b>RA</b>	<b>Totals</b>			9	10.7	1,768	1,579	184	17	25	43	15		8	85	3	4	25	8	73	0.87	21.6
WH	T	D	3S	30	6.8	130	121	14	24	76						100		40	9	110	0.93	1.1
WH	T	D	4S	70	3.7	286	275	32	100					4	29	23	44	30	5	31	0.33	8.8
<b>WH</b>	<b>Totals</b>			2	4.7	416	397	46	77	23				3	20	16	61	32	5	40	0.42	9.9
WH	L	D	3S	59		30	30	4		100						100		40	9	120	0.83	.3
WH	L	D	4S	41		21	21	2	100					24		76		32	5	32	0.42	.6
<b>WH</b>	<b>Totals</b>			0		51	51	6	41	59				10		90		34	6	57	0.56	.9
<b>Totals</b>					5.4	18,185	17,204	2,004	26	29	25	20		6	36	2	56	26	7	66	0.74	258.7

<b>T41N R05E S34 TRMZ</b>										<b>T41N R05E S34 TRMZ</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>					
<b>41N</b>	<b>05E</b>	<b>34</b>	<b>49 PARA</b>	<b>RMZ</b>	<b>3.60</b>	<b>4</b>	<b>13</b>	<b>S</b>	<b>W</b>					

S Spp	So T	Gr rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre						
									Log Scale Dia.				Log Length				Ln	Dia	Bd		CF/ Lf					
					Def%	Gross	Net		5-7	8-11	12-15	16+	12-20	21-30	31-35	36-99	Ft	In	Ft		Lf					
BM	T	DM	2S	36	9.2	1,644	1,493	5	100				100				30	13	158	1.51	9.4					
BM	T	DM	3S	48	15.0	2,273	1,932	7	100				100				30	10	93	1.00	20.7					
BM	T	DM	4S	9	13.3	427	370	1	100					31	69					25	5	22	0.46	16.6		
BM	T	DM	UT	7	.0	270	270	1	100					100				18	5	20	0.34	13.5				
<b>BM T Totals</b>				29	11.9	4,615	4,065	15	16	48	37					9	91					26	8	67	0.85	60.2
WH	L	DM	3S	59	978		978	4	100				100				40	9	120	0.83	8.1					
WH	L	DM	4S	41	672		672	2	100				24	76				32	5	32	0.42	20.9				
<b>WH L Totals</b>				12	1,650		1,650	6	41	59				10	90				34	6	57	0.56	29.0			
BR	T	DM	3S	84	1,684		1,684	6	100				100				30	10	110	0.93	15.3					
BR	T	DM	4S	7	143		143	1	100				100				23	5	20	0.35	7.2					
BR	T	DM	UT	9	163		163	1	100				100				23	5	20	0.34	8.1					
<b>BR T Totals</b>				14	1,990		1,990	7	15	85				100				27	8	65	0.67	30.6				
DF	L	DM	2S	94	4,124		4,124	15	31 69				100				40	17	471	2.44	8.8					
DF	L	DM	3S	3	143		143	1	100				100				28	9	70	0.83	2.0					
DF	L	DM	4S	3	94		94	0	100				100				23	8	40	0.64	2.3					
<b>DF L Totals</b>				31	4,360		4,360	16	5	30	65					5	95	35	14	332	2.03	13.1				
RA	T	DM	2S	75	6.7	1,698	1,584	6	100				100				30	12	140	1.27	11.3					
RA	T	DM	3S	14	283		283	1	100				100				20	9	50	0.61	5.7					
RA	T	DM	4S	8	25.0	226	170	1	100					100				30	6	30	0.50	5.7				
RA	T	DM	UT	3	57		57	0	100					100				12	5	10	0.29	5.7				
<b>RA T Totals</b>				15	7.5	2,264	2,094	8	11	14	76					16	84	24	9	74	0.87	28.3				
<b>Type Totals</b>					4.8	14,879	14,159	51	13	36	31	20					6	54	40		28	8	88	0.88	161.3	

T41N R05E S34 TU1 T41N R05E S34 TU1  
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdFt  
 41N 05E 34 49 PARA U1 52.10 46 165 S W

Spp	S	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre		
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf	
									5-7	8-11	12-15	16+	12-20	21-30	31-35	36-99						
BM	T	DM	2S	44	20.3	1,794	1,429	74		71	29		4	96				30	14	184	1.86	7.7
BM	T	DM	3S	37	13.0	1,391	1,211	63	4	94	2		13	87				28	9	73	0.89	16.6
BM	T	DM	4S	8	28.6	361	258	13	82	18			38	58		4		25	6	26	0.58	9.7
BM	T	DM	UT	11		346	346	18	97	3			66	34				17	5	18	0.35	18.8
<b>BM T Totals</b>				26	16.7	3,892	3,243	169	18	37	32	13	17	83		0		24	8	61	0.87	52.9
RA	T	DM	2S	59	12.1	1,973	1,734	90		79	21			95		5		30	14	182	1.60	9.5
RA	T	DM	3S	28	8.8	889	810	42	10	87	3		12	80		8		29	9	80	0.82	10.1
RA	T	DM	4S	8	18.0	260	213	11	98	2			22	54	24			26	5	24	0.45	8.7
RA	T	DM	UT	5		135	135	7	75	25			46	40	13			18	6	24	0.52	5.6
<b>RA T Totals</b>				23	11.2	3,256	2,893	151	13	26	48	13	7	85	2	5		27	9	85	0.94	33.9
BR	T	DM	2S	6	10.1	146	131	7		100				100				30	12	147	1.40	.9
BR	T	DM	3S	60	4.2	1,344	1,288	67	25	75				95		5		30	9	75	0.74	17.2
BR	T	DM	4S	27	7.5	620	574	30	100				14	79		8		27	5	27	0.32	21.2
BR	T	DM	UT	7	.0	130	130	7	100				91	9				9	5	9	0.28	14.9
<b>BR T Totals</b>				17	5.3	2,240	2,122	111	48	46	6		9	86		5		23	6	39	0.51	54.1
RC	T	DM	3S	83	10.0	975	877	46	15	61	10	14		1		99		36	9	111	1.55	7.9
RC	T	DM	4S	17		170	170	9	96	4				70	13	17		18	5	20	0.39	8.7
<b>RC T Totals</b>				8	8.5	1,145	1,048	55	28	51	9	12	11	3	3	83		26	7	63	1.14	16.5
DF	T	DM	2S	37	1.1	1,011	1,000	52		41	59					100		40	15	367	2.13	2.7
DF	T	DM	3S	30	3.9	848	815	42	15	85				2	2	96		39	9	117	0.85	7.0
DF	T	DM	4S	7	1.6	192	189	10	86	14			22	13	28	37		27	6	31	0.39	6.1
DF	T	DM	UT																6		0.00	.8
DF	T	H	3P	5		131	131	7		100						100		40	24	1010	4.91	.1
DF	T	H	SM	13		355	355	19		100						100		40	19	582	3.10	.6
DF	T	H	2S	8	.0	194	194	10		100						100		40	13	236	1.51	.8
<b>DF T Totals</b>				21	1.7	2,731	2,685	140	11	27	22	40	2	2	3	94		34	9	148	1.11	18.1
WH	T	DM	3S	37	6.3	219	206	11	32	68						100		40	9	110	0.91	1.9
WH	T	DM	4S	63	2.6	358	348	18	100					6	29	32	33	29	5	31	0.37	11.1
<b>WH T Totals</b>				4	4.0	577	554	29	75	25			3	18	20	58		31	6	43	0.47	12.9
<b>Type Totals</b>					9.4	13,842	12,545	654	24	34	26	16	9	57	2	32		26	8	67	0.81	188.5

<b>T41N R05E S35 TU2</b>										<b>T41N R05E S35 TU2</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>					
<b>41N</b>	<b>05E</b>	<b>35</b>	<b>49 PARA</b>	<b>U2</b>	<b>60.80</b>	<b>50</b>	<b>234</b>	<b>S</b>	<b>W</b>					

S Spp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
								Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf		
				Def%	Gross	Net		5-7	8-11	12-15	16+	12-20	21-30	31-35	36-99	Ft	In	Ft	Lf		
DF	T	DM	2S	45	.9	7,017	6,952			43	57				100	40	15	357	2.05	19.5	
DF	T	DM	3S	30	1.6	4,816	4,738	288	15	84	1			1	4	95	39	8	105	0.78	45.0
DF	T	DM	4S	11	.5	1,643	1,635	99	96	4			16	29	10	44	28	5	30	0.32	55.1
DF	T	DM	UT		.0	15	15	1	100				100				2	5	2	0.14	7.7
DF	T	H	SM	4		556	556	34			100				100	40	19	600	3.14	.9	
DF	T	H	2S	10		1,506	1,506	92			100				100	40	14	295	1.78	5.1	
<b>DF</b>	<b>T</b>	<b>Totals</b>		72	1.0	15,554	15,401	936	15	26	29	30	2	3	2	92	33	8	116	0.91	133.2
BM	T	DM	2S	27	16.7	838	697	42			100		7	93		29	13	144	1.55	4.8	
BM	T	DM	3S	39	13.2	1,165	1,011	61	21	75	4		5	95		29	9	72	0.85	14.0	
BM	T	DM	4S	20	15.0	603	513	31	97	3			8	80	7	5	29	6	31	0.41	16.6
BM	T	DM	UT	14		345	345	21	100				33	49	5	13	14	5	15	0.34	23.0
<b>BM</b>	<b>T</b>	<b>Totals</b>		12	13.0	2,951	2,566	156	41	30	29		10	85	2	3	23	7	44	0.65	58.4
BR	T	DM	2S	2		68	68	4			100			100		30	12	150	1.28	.5	
BR	T	DM	3S	42	6.9	1,225	1,139	69	62	38				86	14	31	7	55	0.57	20.8	
BR	T	DM	4S	46	3.5	1,286	1,240	75	100				4	88	8	29	5	31	0.30	40.5	
BR	T	DM	UT	10		255	255	15	100				96	4		5	5	5	0.22	52.7	
<b>BR</b>	<b>T</b>	<b>Totals</b>		13	4.6	2,833	2,702	164	81	16	3		11	79	10	19	6	24	0.38	114.5	
RA	T	DM	2S	30	20.0	159	127	8			100			100		30	16	258	2.35	.5	
RA	T	DM	3S	36		155	155	9	33	67				100		30	8	59	0.63	2.6	
RA	T	DM	4S	28	7.1	123	114	7	100				37	63		21	5	21	0.32	5.3	
RA	T	DM	UT	6		25	25	2	66	34				34	66	6	6	11	0.88	2.3	
<b>RA</b>	<b>T</b>	<b>Totals</b>		2	8.8	463	422	26	43	27	30		10	86	4	21	6	39	0.60	10.7	
WH	T	DM	3S	19	8.3	61	56	3		100				100		40	9	110	1.00	.5	
WH	T	DM	4S	81	5.0	241	229	14	100				2	30	11	57	32	5	31	0.28	7.3
<b>WH</b>	<b>T</b>	<b>Totals</b>		1	5.7	302	285	17	80	20			2	24	9	66	32	5	37	0.34	7.8
<b>Type Totals</b>					3.3	22,102	21,377	1,300	28	25	25	22	4	25	2	69	26	7	66	0.70	324.7

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

T41N R05E S34 TyRMZ	3.6
T41N R05E S34 TyU1	52.1
T41N R05E S35 TyU2	60.8

**Project 49 PARA**  
**Acres 116.50**

**Page No 1**  
**Date: 12/21/2015**  
**Time 9:05:47AM**

Species	s T	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
		Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR	T	4,530	9,043	7,840	60.74	30.43	0.97	2,751	2,751	1,088	1,076
BL MAPLE	T	3,718	6,523	3,029	30.84	17.58	0.76	1,143	1,147	399	340
BIRCH	T	5,191	9,891	2,308	16.21	8.51	0.44	839	842	296	282
R ALDER	T	1,209	2,521	1,517	45.69	21.90	0.85	552	552	206	184
WR CEDAR	T	553	862	608	46.79	29.99	1.11	259	259	60	55
WHEMLOCK	T	1,020	1,149	484	14.86	13.20	0.42	151	152	48	46
DOUG FIR	L	16	47	96	214.10	71.37	2.04	34	34	16	16
WHEMLOCK	L	75	105	64	26.41	19.00	0.56	20	20	6	6
<b>Totals</b>		16,311	30,141	15,946	35.29	19.10	0.76	5,749	5,756	2,119	2,004

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	6,194	11,206	9,092	51.91	28.69	0.93	3,214	3,215	1,218	1,199
H	10,117	18,935	6,855	25.11	13.42	0.62	2,534	2,541	901	806
<b>Totals</b>	16,311	30,141	15,946	35.29	19.10	0.76	5,749	5,756	2,119	2,004

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT 49 PARA							DATE	12/21/2015	
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
41N	05E	34	49 PARA	RMZ	116.50	100	412	S	W		
41N	05E	34	49 PARA	U1							
41N	05E	35	49 PARA	U2							
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL		100	412	4.1							
CRUISE		100	412	4.1	16,311	2.5					
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
DOUG FIR-L	2	.1	28.9	108	0.1	.6	135	135	29	29	
DOUG FIR-T	152	38.9	17.2	73	15.2	62.9	9,339	9,238	2,361	2,362	
BL MAPLE-T	100	31.9	15.1	48	10.2	39.8	3,423	2,915	981	984	
BIRCH-T	77	44.6	11.3	49	9.2	31.0	2,542	2,421	721	722	
R ALDER-T	42	10.4	17.0	57	4.0	16.4	1,768	1,579	474	474	
WHEMLOCK-L	2	.6	13.3	53	0.2	.6	51	51	17	17	
WHEMLOCK-T	15	8.8	11.2	44	1.8	6.0	416	397	130	130	
WR CEDAR-T	22	4.7	18.2	45	2.0	8.6	512	469	222	222	
<b>TOTAL</b>	<b>412</b>	<b>140.0</b>	<b>14.7</b>	<b>56</b>	<b>43.2</b>	<b>165.9</b>	<b>18,185</b>	<b>17,204</b>	<b>4,934</b>	<b>4,941</b>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR-L		17.6	16.5	839	1,005	1,171					
DOUG FIR-T		86.9	7.0	410	441	472					
BL MAPLE-T		66.1	6.6	121	130	138					
BIRCH-T		62.1	7.1	66	71	76					
R ALDER-T		49.5	7.6	180	195	210					
WHEMLOCK-L		78.6	73.6	24	90	156					
WHEMLOCK-T		86.0	23.0	47	61	75					
WR CEDAR-T		76.1	16.6	119	143	166					
<b>TOTAL</b>		<b>120.9</b>	<b>5.9</b>	<b>228</b>	<b>243</b>	<b>257</b>	<b>583</b>	<b>298</b>	<b>146</b>		
CL	68.1	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR-L		705.2	70.5	0	0	0					
DOUG FIR-T		197.9	19.8	31	39	47					
BL MAPLE-T		155.4	15.5	27	32	37					
BIRCH-T		167.2	16.7	37	45	52					
R ALDER-T		221.1	22.1	8	10	13					
WHEMLOCK-L		720.6	72.0	0	1	1					
WHEMLOCK-T		346.9	34.7	6	9	12					
WR CEDAR-T		380.1	38.0	3	5	7					
<b>TOTAL</b>		<b>64.9</b>	<b>6.5</b>	<b>131</b>	<b>140</b>	<b>149</b>	<b>168</b>	<b>86</b>	<b>42</b>		
CL	68.1	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR-L		703.5	70.3	0	1	1					
DOUG FIR-T		177.3	17.7	52	63	74					
BL MAPLE-T		114.1	11.4	35	40	44					
BIRCH-T		143.3	14.3	27	31	35					
R ALDER-T		189.8	19.0	13	16	19					

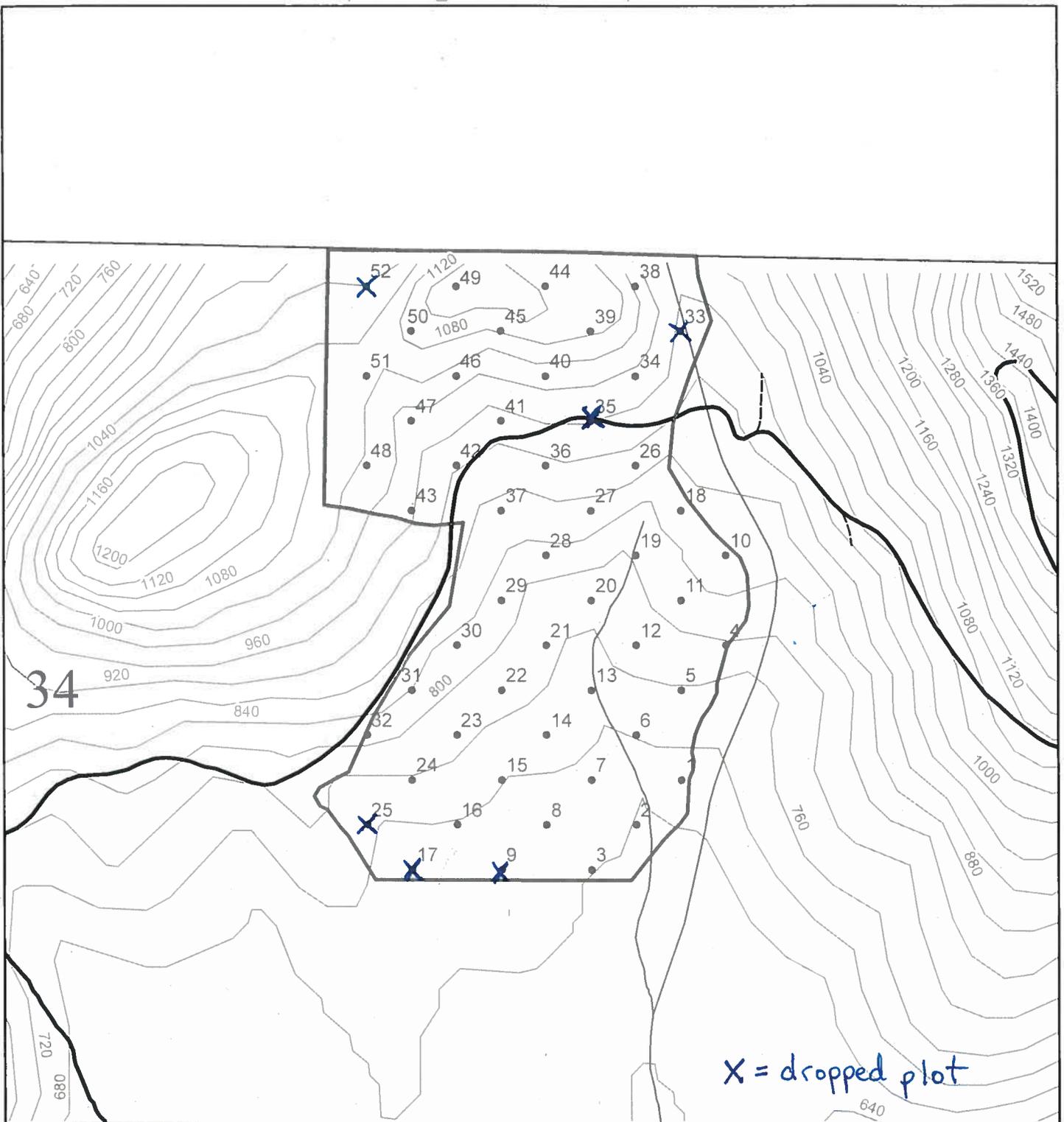
TC PSTATS				<b>PROJECT STATISTICS</b>				PAGE <b>2</b>		
				<b>PROJECT 49 PARA</b>				DATE 12/21/2015		
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
41N	05E	34	49 PARA	RMZ	116.50	100	412	S	W	
41N	05E	34	49 PARA	U1						
41N	05E	35	49 PARA	U2						
CL	68.1		COEFF	<b>BASAL AREA/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.00		VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-L			703.5	70.3	0	1	1			
WHEMLOCK-T			304.7	30.4	4	6	8			
WR CEDAR-T			351.4	35.1	6	9	12			
<b>TOTAL</b>			<i>54.0</i>	<i>5.4</i>	<i>157</i>	<i>166</i>	<i>175</i>	<i>117</i>	<i>59</i>	<i>29</i>
CL	68.1		COEFF	<b>NET BF/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR-L			704.7	70.4	40	135	230			
DOUG FIR-T			185.4	18.5	7,527	9,238	10,950			
BL MAPLE-T			116.6	11.7	2,575	2,915	3,255			
BIRCH-T			141.5	14.1	2,078	2,421	2,763			
R ALDER-T			197.3	19.7	1,268	1,579	1,890			
WHEMLOCK-L			754.3	75.4	13	51	89			
WHEMLOCK-T			309.4	30.9	274	397	519			
WR CEDAR-T			379.9	38.0	291	469	646			
<b>TOTAL</b>			<i>85.2</i>	<i>8.5</i>	<i>15,739</i>	<i>17,204</i>	<i>18,668</i>	<i>290</i>	<i>148</i>	<i>72</i>

TC TSTATS		STATISTICS							PAGE	1	
		PROJECT 49 PARA							DATE	12/21/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
41N	05E	34	49 PARA	RMZ	3.60	4	13	S	W		
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL		4	13	3.3							
CRUISE		4	13	3.3	295	4.4					
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
BL MAPLE-T	5	30.1	17.4	53	12.0	50.0	4,615	4,065	1,313	1,315	
WHEMLOCK-L	2	20.9	13.3	53	5.5	20.0	1,650	1,650	551	551	
BIRCH-T	2	15.3	15.5	56	5.1	20.0	1,990	1,990	545	546	
DOUG FIR-L	2	4.4	28.9	108	3.7	20.0	4,360	4,360	937	937	
R ALDER-T	2	11.3	18.0	65	4.7	20.0	2,264	2,094	606	604	
<b>TOTAL</b>	<i>13</i>	<i>82.0</i>	<i>17.0</i>	<i>58</i>	<i>31.5</i>	<i>130.0</i>	<i>14,879</i>	<i>14,159</i>	<i>3,952</i>	<i>3,954</i>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL: 68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
BL MAPLE-T	28.8	14.3	122	142	162						
WHEMLOCK-L	78.6	73.6	24	90	156						
BIRCH-T			130	130	130						
DOUG FIR-L	17.6	16.5	839	1,005	1,171						
R ALDER-T	11.5	10.7	165	185	205						
<b>TOTAL</b>	<i>122.3</i>	<i>35.3</i>	<i>176</i>	<i>272</i>	<i>367</i>	<i>647</i>	<i>330</i>	<i>162</i>			
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
BL MAPLE-T	88.9	50.8	15	30	45						
WHEMLOCK-L	120.9	69.1	6	21	35						
BIRCH-T	115.9	66.2	5	15	25						
DOUG FIR-L	116.0	66.3	1	4	7						
R ALDER-T	115.5	66.0	4	11	19						
<b>TOTAL</b>	<i>49.0</i>	<i>28.0</i>	<i>59</i>	<i>82</i>	<i>105</i>	<i>125</i>	<i>64</i>	<i>31</i>			
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
BL MAPLE-T	76.6	43.8	28	50	72						
WHEMLOCK-L	115.5	66.0	7	20	33						
BIRCH-T	115.5	66.0	7	20	33						
DOUG FIR-L	115.5	66.0	7	20	33						
R ALDER-T	115.5	66.0	7	20	33						
<b>TOTAL</b>	<i>15.4</i>	<i>8.8</i>	<i>119</i>	<i>130</i>	<i>141</i>	<i>12</i>	<i>6</i>	<i>3</i>			
CL: 68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
BL MAPLE-T	78.9	45.1	2,231	4,065	5,898						
WHEMLOCK-L	131.3	75.0	412	1,650	2,888						
BIRCH-T	115.9	66.2	672	1,990	3,309						
DOUG FIR-L	115.8	66.2	1,475	4,360	7,245						
R ALDER-T	116.2	66.4	703	2,094	3,484						
<b>TOTAL</b>	<i>17.6</i>	<i>10.0</i>	<i>12,736</i>	<i>14,159</i>	<i>15,582</i>	<i>16</i>	<i>8</i>	<i>4</i>			

TC TSTATS		STATISTICS							PAGE	1	
		PROJECT 49 PARA							DATE	12/21/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
41N	05E	34	49 PARA	U1	52.10	46	165	S	W		
				TREES	ESTIMATED		PERCENT				
				PER PLOT	TOTAL		SAMPLE				
		PLOTS	TREES		TREES		TREES				
TOTAL		46	165	3.6							
CRUISE		46	165	3.6	5,485		3.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
BL MAPLE-T	49	28.4	16.6	49	10.5	42.6	3,892	3,243	1,092	1,096	
R ALDER-T	33	15.6	18.3	62	6.7	28.7	3,256	2,893	862	863	
BIRCH-T	31	31.2	12.6	48	7.6	27.0	2,240	2,122	640	642	
WR CEDAR-T	22	10.6	18.2	45	4.5	19.1	1,145	1,048	497	496	
DOUG FIR-T	20	8.4	19.5	79	3.9	17.4	2,731	2,685	679	680	
WHEMLOCK-T	10	11.1	12.0	42	2.5	8.7	577	554	190	191	
<b>TOTAL</b>	<i>165</i>	<i>105.3</i>	<i>15.8</i>	<i>52</i>	<i>36.1</i>	<i>143.5</i>	<i>13,842</i>	<i>12,545</i>	<i>3,959</i>	<i>3,967</i>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
BL MAPLE-T		63.0	9.0	141	155	169					
R ALDER-T		42.0	7.3	195	210	225					
BIRCH-T		59.1	10.6	80	89	99					
WR CEDAR-T		76.1	16.6	119	143	166					
DOUG FIR-T		83.2	19.1	427	528	629					
WHEMLOCK-T		88.5	29.4	47	67	87					
<b>TOTAL</b>		<i>112.3</i>	<i>8.7</i>	<i>175</i>	<i>192</i>	<i>209</i>	<i>503</i>	<i>257</i>	<i>126</i>		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
BL MAPLE-T		141.2	20.8	23	28	34					
R ALDER-T		140.3	20.7	12	16	19					
BIRCH-T		158.2	23.3	24	31	38					
WR CEDAR-T		248.5	36.6	7	11	14					
DOUG FIR-T		332.7	49.0	4	8	12					
WHEMLOCK-T		282.3	41.6	6	11	16					
<b>TOTAL</b>		<i>64.4</i>	<i>9.5</i>	<i>95</i>	<i>105</i>	<i>115</i>	<i>166</i>	<i>85</i>	<i>41</i>		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
BL MAPLE-T		101.7	15.0	36	43	49					
R ALDER-T		136.8	20.1	23	29	34					
BIRCH-T		143.5	21.1	21	27	33					
WR CEDAR-T		227.9	33.6	13	19	26					
DOUG FIR-T		293.6	43.2	10	17	25					
WHEMLOCK-T		255.0	37.6	5	9	12					
<b>TOTAL</b>		<i>48.0</i>	<i>7.1</i>	<i>133</i>	<i>143</i>	<i>154</i>	<i>92</i>	<i>47</i>	<i>23</i>		
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
BL MAPLE-T		109.0	16.1	2,723	3,243	3,764					
R ALDER-T		142.4	21.0	2,286	2,893	3,500					
BIRCH-T		141.2	20.8	1,681	2,122	2,564					
WR CEDAR-T		248.3	36.6	664	1,048	1,431					
DOUG FIR-T		288.8	42.5	1,542	2,685	3,827					

TC TSTATS				<b>STATISTICS</b>				PAGE	2	
				PROJECT <b>49 PARA</b>				DATE	12/21/2015	
<b>TWP</b>	<b>RGE</b>	<b>SECT</b>	<b>TRACT</b>	<b>TYPE</b>	<b>ACRES</b>	<b>PLOTS</b>	<b>TREES</b>	<b>CuFt</b>	<b>BdFt</b>	
<b>41N</b>	<b>05E</b>	<b>34</b>	<b>49 PARA</b>	<b>U1</b>	52.10	46	165	S	W	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E. %	LOW	AVG	HIGH	5	7	10	
WHEMLOCK-T	249.4	36.7		351	554	758				
<b>TOTAL</b>	<i>60.7</i>	<i>8.9</i>		<i>11,423</i>	<i>12,545</i>	<i>13,667</i>	<i>147</i>	<i>75</i>	<i>37</i>	

TC TSTATS				STATISTICS				PAGE	1	
PROJECT				49 PARA				DATE	12/21/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
41N	05E	35	49 PARA	U2	60.80	50	234	S	W	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		50	234	4.7						
CRUISE		50	234	4.7	10,531	2.2				
DBH COUNT										
REFOREST COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR-T	132	67.4	17.0	73	25.6	105.6	15,554	15,401	3,943	3,943
BL MAPLE-T	46	35.0	13.9	46	9.9	36.8	2,951	2,566	867	870
BIRCH-T	44	57.8	10.6	49	10.8	35.2	2,833	2,702	800	802
R ALDER-T	7	5.8	13.3	46	1.5	5.6	463	422	133	133
WHEMLOCK-T	5	7.3	10.0	45	1.3	4.0	302	285	86	86
<b>TOTAL</b>	<b>234</b>	<b>173.2</b>	<b>14.1</b>	<b>58</b>	<b>49.9</b>	<b>187.2</b>	<b>22,102</b>	<b>21,377</b>	<b>5,828</b>	<b>5,833</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR-T	87.5	7.6		395	428	460				
BL MAPLE-T	64.8	9.6		92	102	111				
BIRCH-T	51.9	7.8		51	55	60				
R ALDER-T	98.4	40.1		77	129	180				
WHEMLOCK-T	80.0	39.8		30	50	70				
<b>TOTAL</b>	<b>120.0</b>	<b>7.8</b>		<b>255</b>	<b>277</b>	<b>298</b>	<b>575</b>	<b>293</b>	<b>144</b>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR-T	137.0	19.4		54	67	80				
BL MAPLE-T	162.0	22.9		27	35	43				
BIRCH-T	153.5	21.7		45	58	70				
R ALDER-T	403.1	57.0		2	6	9				
WHEMLOCK-T	416.6	58.9		3	7	12				
<b>TOTAL</b>	<b>52.8</b>	<b>7.5</b>		<b>160</b>	<b>173</b>	<b>186</b>	<b>111</b>	<b>57</b>	<b>28</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR-T	122.6	17.3		87	106	124				
BL MAPLE-T	129.6	18.3		30	37	44				
BIRCH-T	139.0	19.6		28	35	42				
R ALDER-T	323.0	45.6		3	6	8				
WHEMLOCK-T	364.2	51.5		2	4	6				
<b>TOTAL</b>	<b>51.7</b>	<b>7.3</b>		<b>174</b>	<b>187</b>	<b>201</b>	<b>107</b>	<b>54</b>	<b>27</b>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR-T	131.2	18.5		12,547	15,401	18,256				
BL MAPLE-T	129.4	18.3		2,096	2,566	3,035				
BIRCH-T	139.1	19.7		2,171	2,702	3,233				
R ALDER-T	312.8	44.2		236	422	609				
WHEMLOCK-T	389.5	55.0		128	285	442				
<b>TOTAL</b>	<b>81.4</b>	<b>11.5</b>		<b>18,917</b>	<b>21,377</b>	<b>23,836</b>	<b>265</b>	<b>135</b>	<b>66</b>	



**49th Parallel**

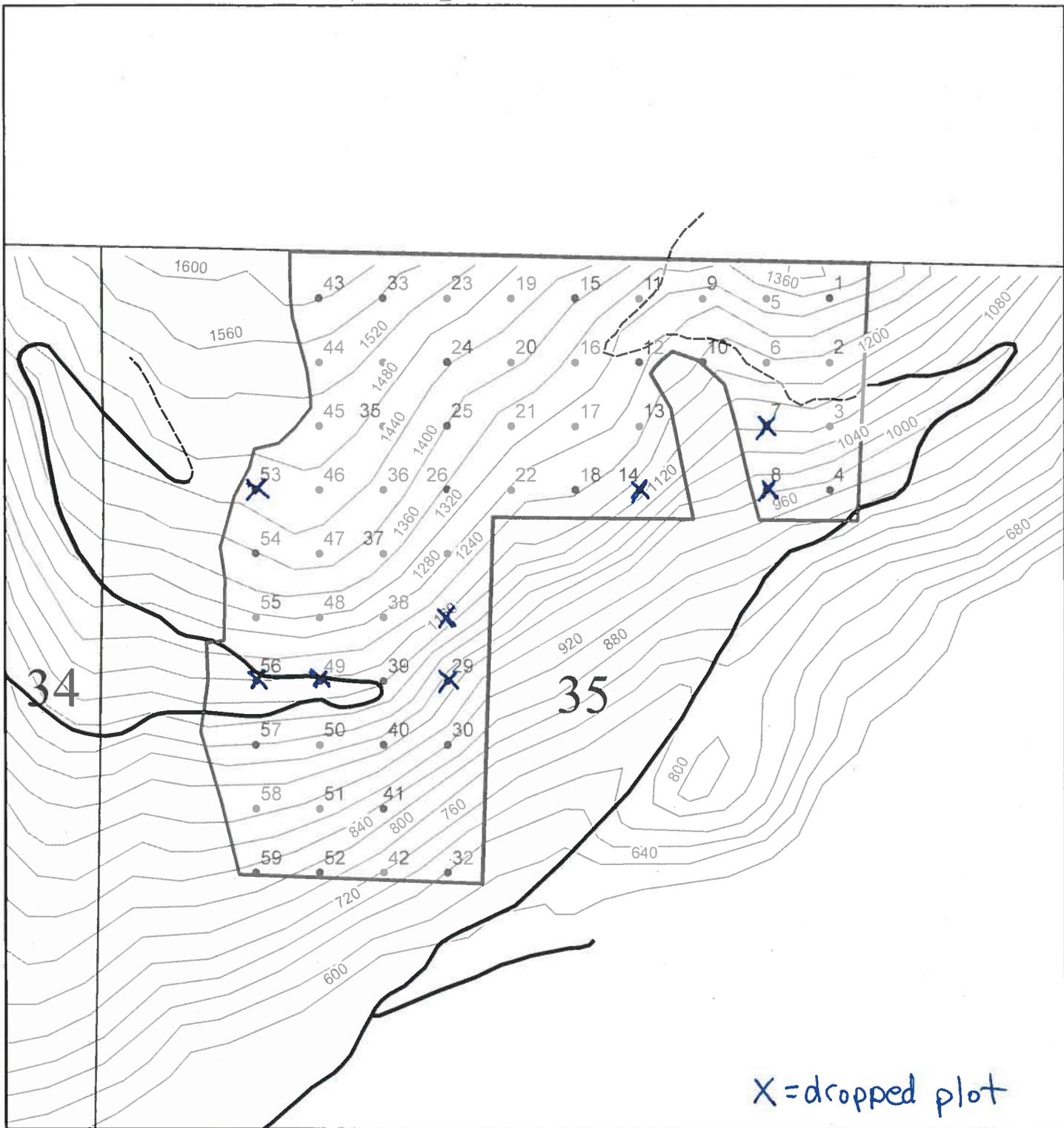
LAYER NAME: Unit boundary copy selection	Township: T41R05E
POLY ID: 1	Total Sample Points: 52
Acres: 61	Spacing Between Points: 225
	Point Rotation Degrees: 45



Scale 1:6,000

**Legend**

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



**49th Parallel**

LAYER NAME	boundarycopy selection 2	Township:	T41R05E
POLY ID:	1	Total Sample Points:	59
Acres:	68	Spacing Between Points:	225
		Point Rotation Degrees:	0



Scale 1:6,000

**Legend**

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



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

FPA/N No: 2814968

Effective Date: 2/12/2016

Expiration Date: 2/12/2019

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

Shut Down Zone: 656

EARR Tax Credit:  Eligible  Non-eligible

Reference: 49<sup>th</sup> Parallel

**DECISION:**

- NOTIFICATION Operations shall not begin before the effective date.
- APPROVED This Forest Practices Application is subject to the conditions listed below.
- DISAPPROVED This Forest Practices Application is disapproved for the reasons listed below.
- CLOSED Applicant has withdrawn FPA/N.

**FPA/N CLASSIFICATION**

**Number of Years Granted on Multi-Year Request**

Class II  Class III  Class IVG  Class IVS  4yrs  5 yrs

**Conditions on Approval / Reasons for Disapproval**

Issued By: Megan Penney *MP*

Region: Northwest

Title: Nooksack Forest Practice Forester

Date: 2/12/2016

Copies to:  Landowner, Timber Owner and Operator

Issued in Person:  Landowner,  Timber Owner  Operator By: *[Signature]*

**Appeal Information**

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:

**Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501**

**Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903**

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

At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General  
Natural Resources Division  
1125 Washington Street SE  
PO Box 40100  
Olympia, WA 98504-0100

And

Department Of Natural Resources  
Northwest Region  
919 N Township Street  
Sedro-Woolley, WA 98284

**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.

**Hydraulic Project Approval (HPA) (Chapter 77.55RCW and WAC 222-50-020(2))**

The Department of Fish and Wildlife (WDFW), as the jurisdictional agency issuing HPAs, has final authority for approving water crossing structures in Type S and F waters. WDFW continues to have authority on Type N waters and may exercise that authority on some Type N waters.

Notice: The HPA water crossing requirements supersede what is indicated on the FPA. Landowners are required by law to follow the provisions as directed on the HPA.

**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 Division website: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

**Continuing Forest Land 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 forest land 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 land 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 forest land obligation, the seller must pay the buyer's costs related to continuing forest land obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forest land obligation against the seller.

Failure by the seller to send the required notice to the 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 forest land obligation prior to sale.

**DNR affidavit of mailing:**

On this day \_\_\_\_\_, I placed in the United States mail at Sedro-Woolley, WA, postage paid, a true and accurate copy of the attached document. Notice of Decision FPA #\_2814\_\_\_\_\_

\_\_\_\_\_  
Braelyn Hamilton  
(Printed name)

\_\_\_\_\_  
(Signature)



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

49TH PARALLEL TIMBER SALE ROAD PLAN  
WHATCOM COUNTY  
DEMING UNIT BAKER DISTRICT

AGREEMENT NO.: 30-93007

STAFF ENGINEER: JASON STUART

DATE: 12/29/2015

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>
CRH-ML	0+00 to 123+25	PRE-HAUL MAINTENANCE

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
CRH-09	0+00 to 9+51	CONSTRUCTION
CRH-ML	123+25 to 151+87	CONSTRUCTION

**0-4 CONSTRUCTION**

This project includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, full bench end-haul, landing and turnout construction, culvert installation, and application of 3-inch-minus ballast rock.

**0-6 PRE-HAUL MAINTENANCE**

Pre-haul maintenance includes, but is not limited to brushing, blading, shaping, and ditching, and cleanout of existing culverts.

**0-7 POST-HAUL MAINTENANCE**

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

**0-10 ABANDONMENT**

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

**0-12 DEVELOP ROCK SOURCE**

Purchaser shall develop an existing rock source. Rock source development will involve clearing, stripping, drilling, shooting, and processing rock to generate riprap and 3-inch-minus ballast rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

**SECTION 1 – GENERAL**

**1-1 ROAD PLAN CHANGES**

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

**1-2 UNFORESEEN CONDITIONS**

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

**1-3 ROAD DIMENSIONS**

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

**1-4 ROAD TOLERANCES**

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

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

**1-6 ORDER OF PRECEDENCE**

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

1. Addenda.
2. Road Plan Clauses.
3. Typical Section Sheet.
4. Standard Lists.
5. Standard Details.

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

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

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

**1-9 DAMAGED METALLIC COATING**

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

**1-18 REFERENCE POINT DAMAGE**

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

**1-20 COMPLETE BY DATE**

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

**1-21 HAUL APPROVAL**

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

**1-25 ACTIVITY TIMING RESTRICTION**

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

<u>Activity</u>	<u>Closure Period</u>
All activities	November 1 to March 31

**1-26 OPERATING DURING CLOSURE PERIOD**

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

**1-27 TIMING RESTRICTION FOR MARBLED MURRELET**

On the following road(s), any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation is not allowed from one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset from April 1 through August 31. This restriction does not apply to hauling timber, rock, or equipment.

<u>Road</u>	<u>Stations</u>
CHR-ML	29+56 to 43+75

**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:

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

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

**1-33 SNOW PLOWING RESTRICTION**

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

**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.

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

On the following road, Purchaser shall use a grader to shape the existing surface before any haul.

<u>Road</u>	<u>Stations</u>
CRH-ML	0+00 to 123+25

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

Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION.

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**3-1 BRUSHING**

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

<u>Road</u>	<u>Stations</u>
CRH-ML	0+00 to 123+25

**3-5 CLEARING**

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

**3-8 PROHIBITED DECKING AREAS**

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees unless approved by the Contract Administrator.

**3-10 GRUBBING**

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

**3-20 ORGANIC DEBRIS DEFINITION**

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

**3-21 DISPOSAL COMPLETION**

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

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

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

<u>Road</u>	<u>Disposal Location</u>
CRH-ML	130+40

### **3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

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

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

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

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

### **3-32 END HAULING ORGANIC DEBRIS**

On slopes greater than 50%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS or to a waste area located by the Contract Administrator.

## **SECTION 4 – EXCAVATION**

### **4-2 PIONEERING**

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

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

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

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 50 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

**4-5 CUT SLOPE RATIO**

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

<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
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:

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

**4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

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

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

**4-12 FULL BENCH CONSTRUCTION**

Where side slopes exceed 50%, Purchaser shall use full bench construction for the entire subgrade width. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

**4-21 TURNOUTS**

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

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

Purchaser shall construct 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.

**4-35 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 50% if the waste material is compacted and free of organic debris. On side slopes greater than 50%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

**4-37 WASTE AREA LOCATION**

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>
CRH-ML	130+40

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

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

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

**4-55 ROAD SHAPING**

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

**4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material by routing equipment over the entire width of each lift.

**4-61 SUBGRADE COMPACTION**

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

SECTION 5 – DRAINAGE

**5-5 CULVERTS**

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

**5-11 UNUSED MATERIALS STATE PROPERTY**

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

**5-15 CULVERT INSTALLATION**

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

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

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

**5-18 CULVERT DEPTH OF COVER**

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

**5-25 CATCH BASINS**

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

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

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins.

**SECTION 6 – ROCK AND SURFACING**

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

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
CRH-08 Pit	Station 42+40 of CRH-ML	3-inch minus ballast and riprap

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

Rock used in accordance with the quantities on the TYPICAL SECTION SHEET and MATERIALS LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser may remove all available 3-inch minus ballast rock. Other stockpiles may not be used.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
CRH-08 Stockpile	Station 42+40 of CRH-ML	3-inch minus ballast	All Available

**6-5 ROCK FROM COMMERCIAL SOURCE**

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

**6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER**

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

<u>Source</u>
CRH-08 Pit

Rock source development plans prepared by the Purchaser must show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

**6-12 ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications:

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

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

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

**6-20 ROCK GRADATION TYPES**

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION SHEET and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

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

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

Rock may contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

**6-50 LIGHT LOOSE RIP RAP**

Rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects. 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>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

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

**6-70 APPROVAL BEFORE ROCK APPLICATION**

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

**6-71 ROCK APPLICATION**

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION SHEET. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted in accordance with the TYPICAL SECTION SHEET 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 on the following roads as directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
CRH-ML	0+00 to 29+56

## SECTION 8 – EROSION CONTROL

### **8-15 REVEGETATION**

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

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

The Purchaser shall provide the required grass seed and fertilizer.

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

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

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

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

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

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

**8-25 GRASS SEED**

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

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

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

**8-27 FERTILIZER**

Purchaser shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49

SECTION 9 – POST-HAUL ROAD WORK

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

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

**9-5 POST-HAUL MAINTENANCE**

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
CRH-ML	68+25 to 123+25	Construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL

**9-10 LANDING DRAINAGE**

Purchaser shall provide for drainage of the landing surface.

**9-12 LANDING EMBANKMENT REMOVAL**

Purchaser shall reduce or relocate the landing embankment. Place excavated material in a waste area approved in writing by the Contract Administrator.

**9-21 ROAD ABANDONMENT**

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

<u>Road</u>	<u>Stations</u>
CRH-09	0+00 to 9+51
CRH-ML	123+25 to 151+87

**9-22 ABANDONMENT**

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.

- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

## SECTION 10 MATERIALS

### **10-15 CORRUGATED STEEL CULVERT**

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

### **10-16 CORRUGATED ALUMINUM CULVERT**

Aluminum culverts must meet AASHTO M-196 (ASTM A-745) specifications.

### **10-17 CORRUGATED PLASTIC CULVERT**

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

### **10-21 METAL BAND**

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

### **10-22 PLASTIC BAND**

Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.

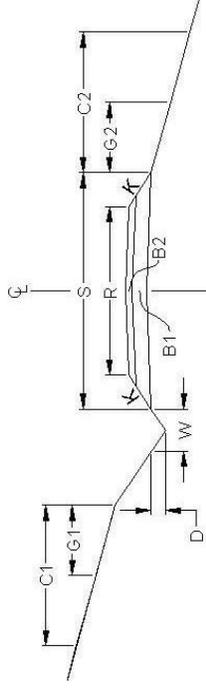
**10-24 GAGE AND CORRUGATION**

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

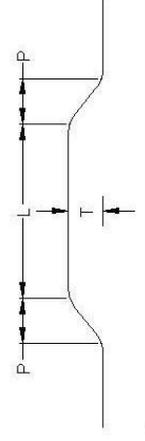
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 <sup>2</sup> / <sub>3</sub> " X 1/2"
24" to 48"	14 (0.079")	2 <sup>2</sup> / <sub>3</sub> " X 1/2"
54" to 96"	14 (0.079")	3" X 1"

ROAD #	CRH-ML	CRH-ML	CRH-ML	CRH-09
REQUIRED / OPTIONAL	REQUIRED	OPTIONAL	OPTIONAL	OPTIONAL
CONSTRUCT / RECONSTRUCT/PRE-HAUL	PRE-HAUL	CONSTRUCT	CONSTRUCT	CONSTRUCT
TOLERANCE CLASS (A/B/C)	-	C	C	C
STATION / MP TO	0+00	123+25	0+00	0+00
STATION / MP	123+25	151+87	9+51	9+51
ROAD WIDTH	R	12	12	12
CROWN (INCHES @ C/L)	3	3	3	3
DITCH WIDTH	W	3	2	2
DITCH DEPTH	D	1	1	1
TURNOUT LENGTH	L	-	25	25
TURNOUT WIDTH	T	-	10	10
TURNOUT TAPER	P	-	25	25
GRUBBING	G1	-	5	5
	G2	-	5	5
CLEARING	C1	-	10	10
	C2	-	10	10
ROCK FILLSLOPE	K:1	1 ½	1 ½	1 ½
❖ BALLAST DEPTH	B1	-	12	12
CUBIC YARDS / STATION		-	72	72
➤ TOTAL CY BALLAST		-	2,061	685
❖ SURFACING DEPTH	B2	-	-	-
CUBIC YARDS / STATION		-	-	-
➤ TOTAL CY SURFACING		-	-	-
➤ TOTAL CUBIC YARDS		-	2,061	685
SUBGRADE WIDTH	S	-	15	15
BRUSHCUT (Y/N)		Y	N	N
BLADE, SHAPE, & DITCH (Y/N)		Y	N	N

TYPICAL SECTION



TURNOUT DETAIL (PLAN VIEW)



**SYMBOL NOTES**

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

Total Rock Quantity:  
 3"-Minus Ballast 2,746 cy  
 Riprap 113 cy



## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Cuts and Fills

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

### Surface

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

### Drainage

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

### Preventative Maintenance

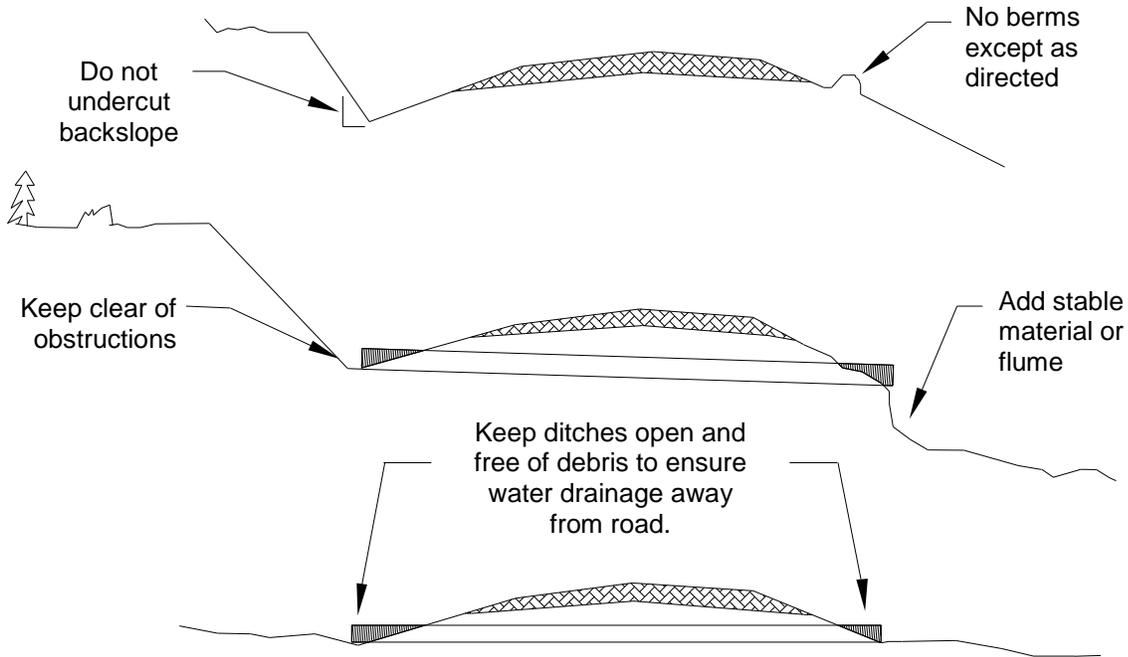
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

**Termination of Use or End of Season**

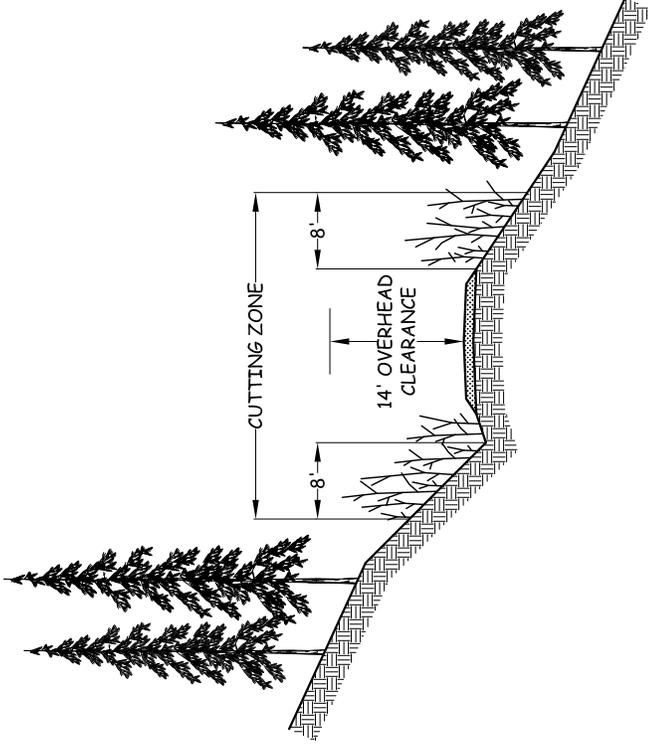
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

**Debris**

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



# ROAD BRUSHING DETAIL



## SPECIFICATIONS

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

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

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

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

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

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

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

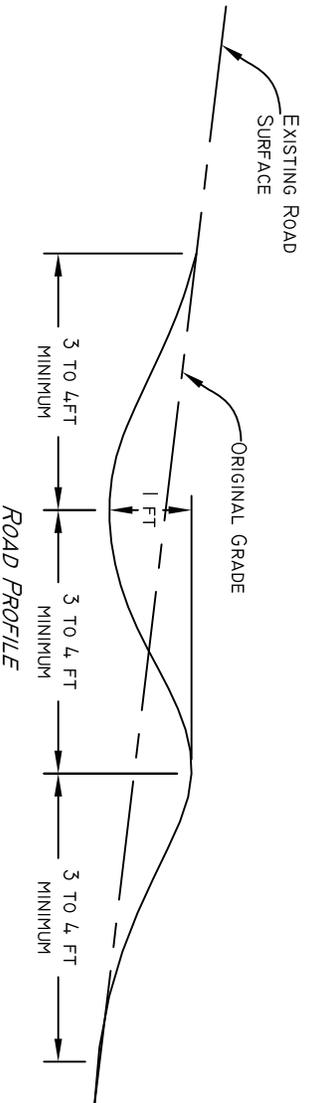
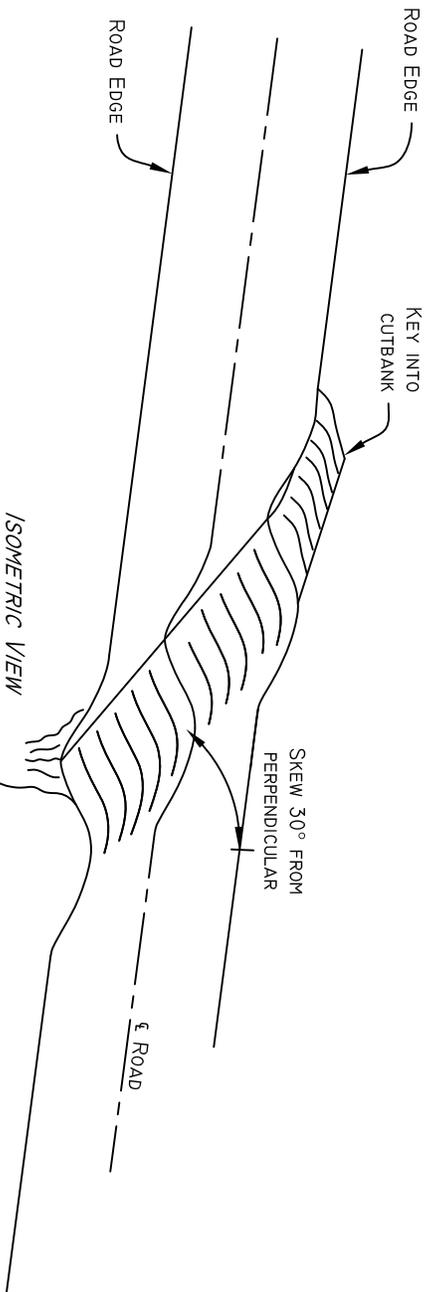
CULVERT INLETS AND OUTLETS SHALL BE CLEARED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

CONTRACT #  
30-93007

PROJECT  
49th Parallel

SHEET  
25 OF 27

# DRIVABLE WATERBAR DETAIL AND SPECIFICATIONS

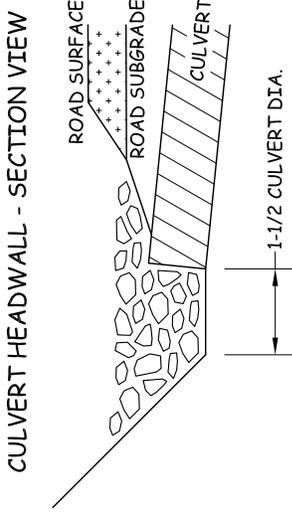


1. CONSTRUCT A WATERBAR DOWNGRADE OF EACH DITCH RELIEF CULVERT.
2. OUTLETS WILL BE FREE OF WOODY DEBRIS OR OTHER OBSTRUCTIONS THAT PROHIBIT DRAINAGE.
3. SPECIFICATIONS ARE TYPICAL, ADJUST TO SITE CONDITIONS.

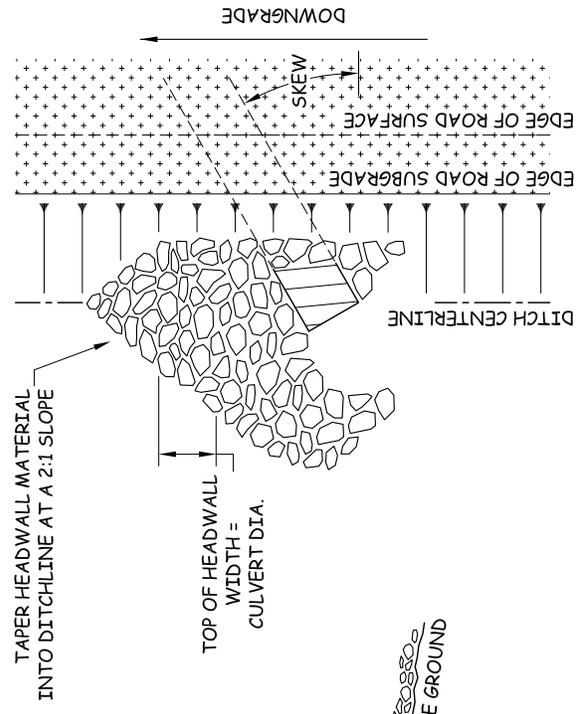
DRAWING NOT TO SCALE

CONTRACT # 30-93007	PROJECT 49th Parallel	SHEET 26 OF 27
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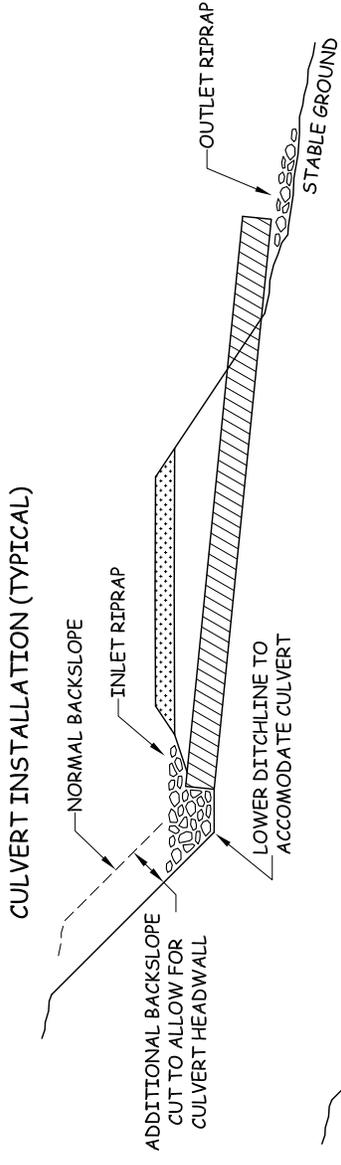
# CULVERT AND DRAINAGE SPECIFICATIONS



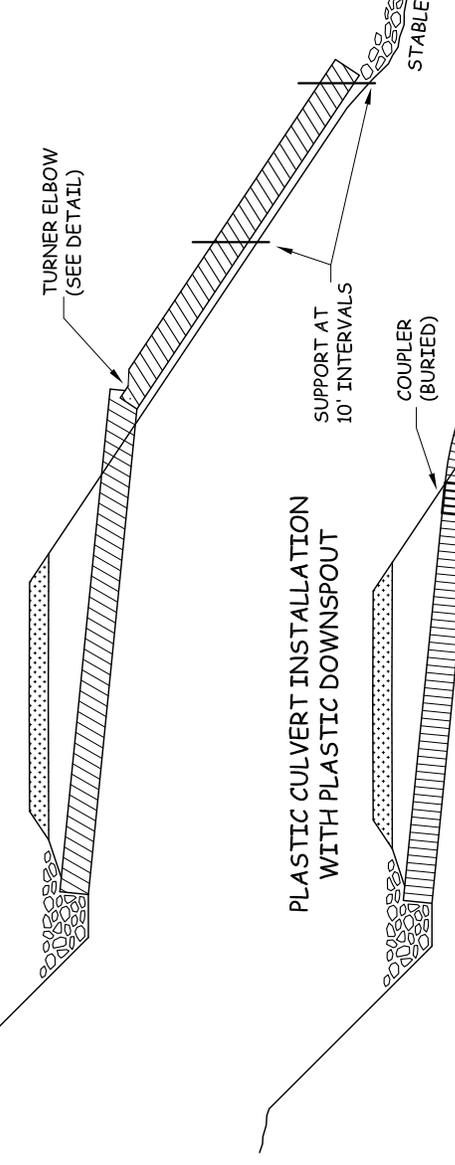
CULVERT HEADWALL - PLAN VIEW



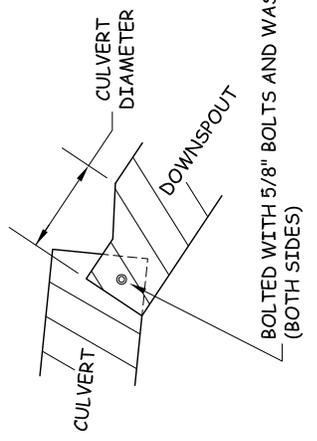
**HEADWALL NOTE:**  
 HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.



CULVERT INSTALLATION WITH DOWNSPOUT



TURNER ELBOW



BOLTED WITH 5/8" BOLTS AND WASHERS (BOTH SIDES)

CONTRACT #	PROJECT	SHEET
30-93007	49th Parallel	27 OF 27

DEPARTMENT OF NATURAL RESOURCES - NORTHWEST REGION

SUMMARY - Road Development Costs

REGION: Northwest

DISTRICT: Baker

SALE/PROJECT NAME: 49th Parallel

CONTRACT NUMBER: 30-93007

LEGAL DESCRIPTION: T41N R5E Sec 34 & 35

ROAD NUMBER:	CRH-ML, CRH-09		CRH-ML
ROAD STANDARD:	Construction	Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	38.13		123.25
CLEARING AND GRUBBING:	\$5205		
EXCAVATION AND FILL:	\$16,054		
MISC. MAINTENANCE:			\$9,064
ROCK TOTALS (Cu. Yds.):			
Ballast: 2746	\$30,465		
Surfacing: 0			
Riprap: 113	\$984		
CULVERTS AND FLUMES:	\$10,573		
STRUCTURES:	\$0		
GENERAL EXPENSES:	\$0		
MOBILIZATION:	\$2,790		
TOTAL COSTS:	\$66,071		\$9,064
COST PER STATION:	\$1,733		\$74
ROAD DEACTIVATION AND ABANDONMENT COSTS:		\$2,429	

TOTAL (All Roads) = \$77,564

SALE VOLUME MBF = 1,720

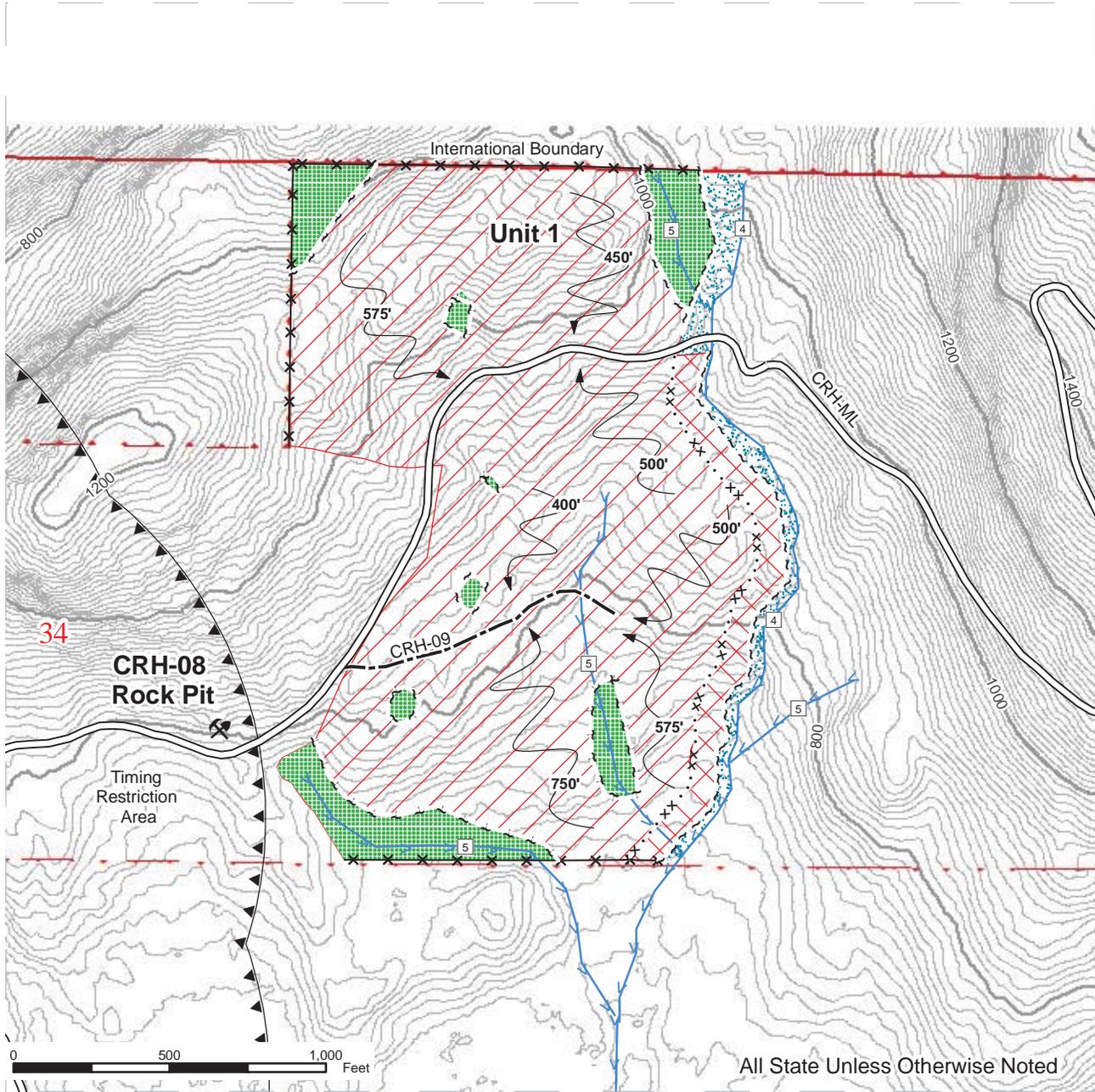
TOTAL COST PER MBF = \$45.10

Compiled by: J.Stuart Date: 12/29/15

# LOGGING PLAN MAP

**SALE NAME:** 49TH PARALLEL  
**AGREEMENT#:** 93007  
**TOWNSHIP(S):** T41R05E  
**TRUST(S):** State Forest Transfer(1), Common School and Indemnity(3)

**REGION:** Northwest Region  
**COUNTY(S):** WHATCOM  
**ELEVATION RGE:** 647-1621



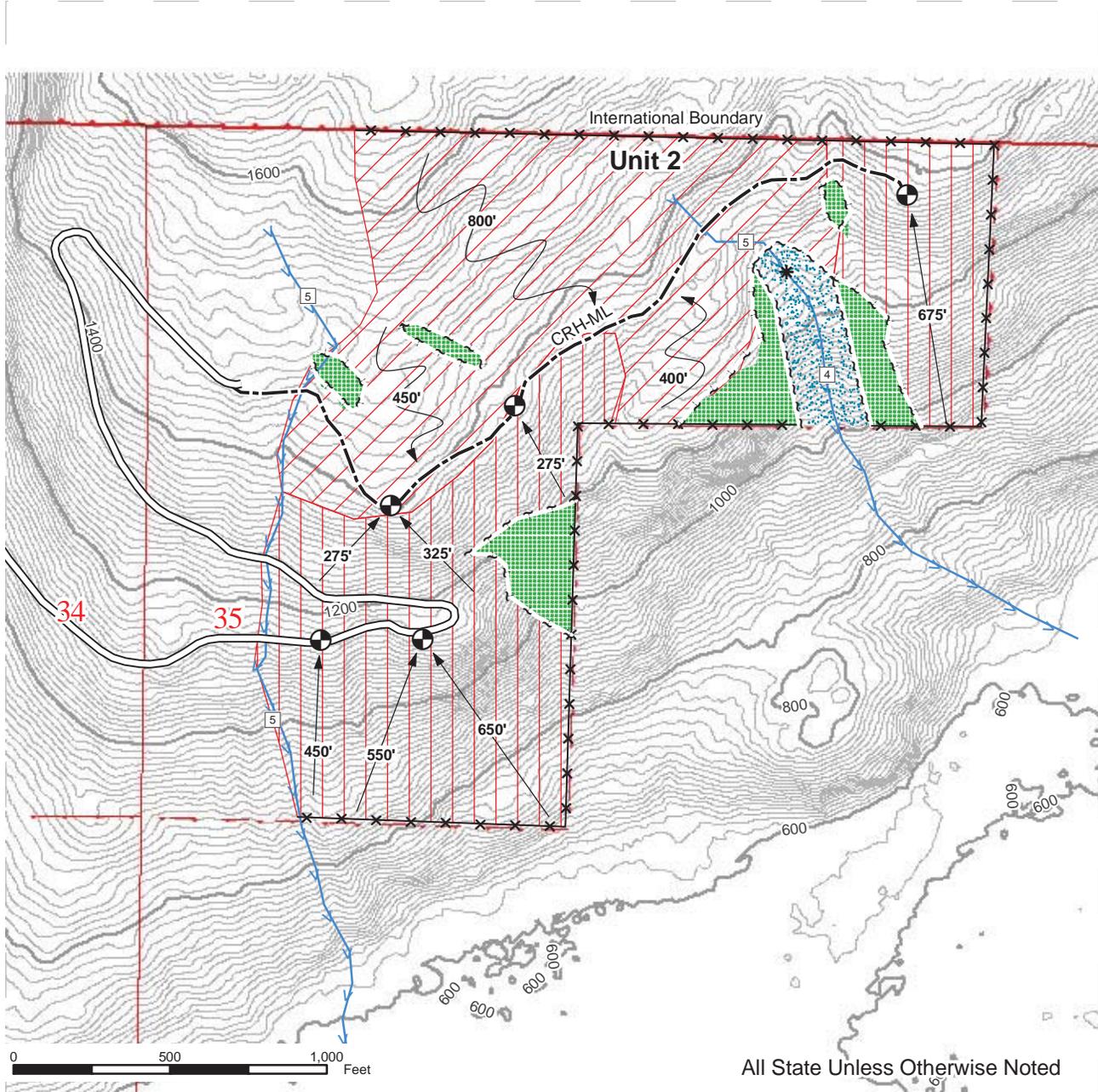
	Cable VRH		Timber Sale Boundary Tags		Stream Type
	Ground-based VRH		Special Mngt. Area Tags		Stream Type Break
	RMZ Thinning		Painted property Line		Streams
	No-cut RMZ		Leave Tree Area Tags		Timing Restriction
	Leave Tree Area		Existing Road		
			Temporary Construction		



# LOGGING PLAN MAP

SALE NAME: 49TH PARALLEL  
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Cable VRH	Timber Sale Boundary Tags	Stream Type
Ground-based VRH	Special Mngt. Area Tags	Stream Type Break
RMZ Thinning	Painted property Line	Streams
No-cut RMZ	Leave Tree Area Tags	Timing Restriction
Leave Tree Area	Existing Road	
	Temporary Construction	

