# Washington DNR Timber Sales Program

# Updated information is being provided for $(Power\ Plant)$ timber sale documents as follows:

Language added:

Brief Description	DATE	Initials
Add to Notice The Earth Law Center, Center for Whale Research, and Keystone Species Alliance appealed the Board's approval of the "Power Plant" timber sale to Clallam County Superior Court, Case No. 23-2-00403-05. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract.	07/13/2023	KP



#### TIMBER NOTICE OF SALE

SALE NAME: POWER PLANT AGREEMENT NO: 30-104354

AUCTION: July 26, 2023 starting at 10:00 a.m., COUNTY: Clallam

Olympic Region Office, Forks, WA

**SALE LOCATION:** Sale located approximately 7 miles west of Port Angeles, WA

PRODUCTS SOLD

**AND SALE AREA:** All timber, except trees marked with a band of blue paint or bounded out by leave tree

area tags; bounded by timber sale boundary tags, flag line, red-ringed take trees and the Dan Kelly Road in Unit 1; timber sale boundary tags, the PA-I-1000 Road, Karpen Road and red-ringed take trees in Unit 2; timber sale boundary tags, red-ringed-take trees, the PA-I-4000 Road and the 11+00 spur in Unit 3; Highway 112 and red-ringed take trees in

Unit 4.

All timber marked with red paint and bounded by special management unit boundary tags

and carsonite posts in Unit 5.

All forest products above located on part(s) of Sections 9, 10, 15 and 16 all in Township

30 North, Range 7 West, W.M., containing 126 acres, more or less.

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

no: PwC-SFIFM-513)

## ESTIMATED SALE VOLUMES AND QUALITY:

	Avg I	Ring	Total			N	IBF by	Grade	;			
Species	DBH C	ount	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	15.5	9	720						457	149	114	
Redcedar	17.2		304							241	63	
Hemlock	14.6		61						21	21	10	9
Silver fir	11.6		57								57	
Red alder	11		55								55	
Maple	11.4		19						4	5	9	2
Sale Total			1,216									

MINIMUM BID: \$463,000.00 BID METHOD: Sealed Bids

**PERFORMANCE** 

SECURITY: \$92,600.00 SALE TYPE: Lump Sum

**EXPIRATION DATE:** October 31, 2024 **ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$46,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

HARVEST METHOD: 100% - Ground. Forest Products sold under this contract shall be harvested and removed

using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75% and less. Non-tethered self-leveling tracked equipment is limited to sustained slopes that are 45 percent and less. Rubber tired skidders are

restricted unless approved by the Contact Administrator. Authority to use other

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# TIMBER NOTICE OF SALE

equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

All trees 60 inches in Diameter at Breast Height (DBH) and greater shall not be felled, unless for safety reasons, which must be approved by the Contract Administrator. If trees 60 in DBH or greater need to be felled for safety reasons, trees will be left where felled.

Falling and Yarding will not be permitted from November 1 to April 30, or on weekends, State recognized holidays, or from the hours of 8:00pm to 6:00am, unless authorized in writing by the Contract Administrator

**ROADS:** 

7.25 stations of required construction. 5.80 stations of required reconstruction. 4.80 stations of optional reconstruction. 30.40 stations of required pre-haul maintenance. 2.00 stations of optional pre-haul maintenance. 19.85 stations of decommissioning. Pre-haul maintenance, reconstruction, rock haul, timber haul and road construction will not be permitted from November 1 to April 30, or on weekends, State recognized holidays or from 8:00pm to 6:00am, unless authorized in writing by the Contract Administrator.

On the PA-I-2600, PA-I-2610, PA-I-2620 Roads and the Place Pit, no road work, right-of-way timber falling and yarding, rock pit operations or operation of heavy equipment can be performed during the marbled murrelet nesting season (April 1 through September 23) is restricted to two hours after sunrise to two hours before sunset. This restriction does not apply to hauling timber, rock or equipment.

Rock identified to be used out of a State lands rock pit shall meet specifications as identified within the Road Plan, which will be determined by the Contract Administrator. If the rock does not meet the specifications, a commercial source shall be used that does and at the Purchaser's expense. The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

#### ACREAGE DETERMINATION

**CRUISE METHOD:** Sale acreage was 100% GPS'd. Sale units were cruised using a variable plot sample.

**FEES:** \$20,672.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

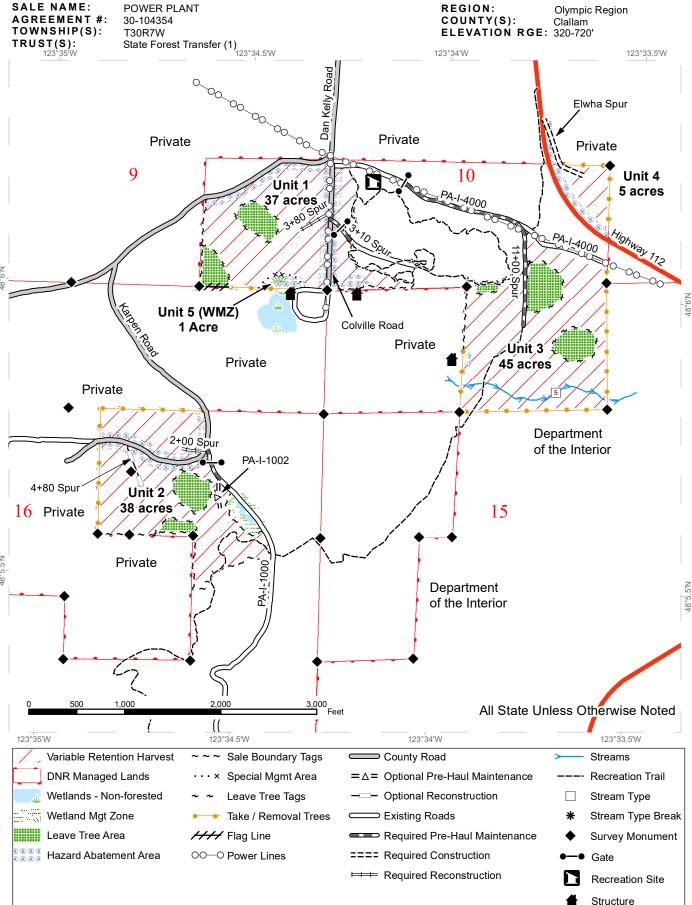
SPECIAL REMARKS: There are locked gates on the Place Pit, PA-I-4000, PA-I-1000, and the 3+10 spur -

contact the Olympic Region Dispatch Center to obtain a AA-1 key.

Two weeks' notice must be given before road building or timber cutting to allow for closure of the recreation trails.

The Earth Law Center, Center for Whale Research, and Keystone Species Alliance appealed the Board's approval of the "Power Plant" timber sale to Clallam County Superior Court, Case No. 23-2-00403-05. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract.

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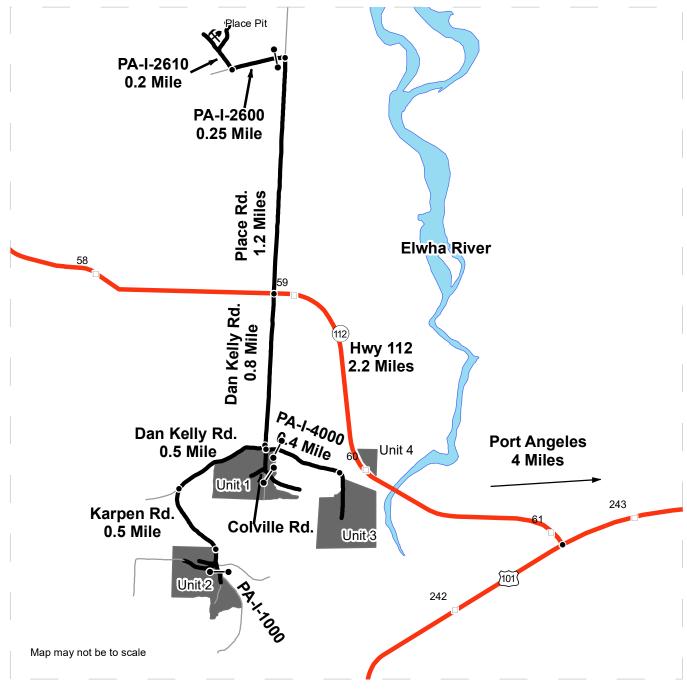


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SALE NAME: POWER PLANT AGREEMENT#: 30-104354 TOWNSHIP(S): T30R7W

TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 320-720'



Timber Sale Unit
Highway

Haul Route

Other Road

Milepost Markers

Distance Indicator

•- Gate

Rock Pit

#### **DRIVING DIRECTIONS:**

Unit 1: Head west from Port Angeles on US-101 for 4 miles. Turn right onto Hwy 112 and continue for 2.2 miles. Turn left onto Dan Kelly Rd and continue for 0.8 mile. Turn left onto Colville Rd. The unit lies on both sides of Colville Rd.

Unit 2: From unit 1, return to Dan Kelly Rd, and turn left and continue for 0.5 mile. Turn left onto Karpen Rd and continue for 0.5 mile. The unit lies on the west side of Karpen Rd as well as along the west side of PA-I-1000.

Unit 3: From unit 1, head north towards Dan Kelly Rd, and turn east into the Colville Trails multi-use parking area (PA-I-4000). Continue through the parking area to the east end and go through the gate and continue onto PA-I-4000. Continue east along the PA-I-4000 for 0.4 mile, the unit will be on the right.

Unit 4: From the intersection of Hwy 101 and Hwy 112 drive west on Hwy 112 for 1.3 miles. The unit will be on your right at MP60 just after crossing the Elwha river.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-0104354

**SALE NAME: POWER PLANT** 

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

Purchaser was the successful bidder on July 26, 2023 and the sale was confirmed on \_\_\_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with a band of blue paint or bounded out by leave tree area tags; bounded by timber sale boundary tags, flag line, red-ringed take trees and the Dan Kelly Road in Unit 1; timber sale boundary tags, the PA-I-1000 Road, Karpen Road and red-ringed take trees in Unit 2; timber sale boundary tags, red-ringed-take trees, the PA-I-4000 Road and the 11+00 spur in Unit 3; Highway 112 and red-ringed take trees in Unit 4.

All timber marked with red paint and bounded by special management unit boundary tags and carsonite posts in Unit 5.

All forest products above located on approximately 126 acres on part(s) of Sections 9, 10, 15, and 16 all in Township 30 North, Range 7 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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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
	OF A OTT DIE DIG OD

A SLASH PILING SPECS

B GREEN TREE RETENTION PLAN

C LEAVE AND CUT TREE SELECTION - UNIT 5 ONLY

#### G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2024.

# G-040 Contract Term Adjustment - No Payment

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

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

# G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$937.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

# G-061 Inadvertent Discovery of Cultural Resources

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

#### G-062 Habitat Conservation Plan

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

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

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

# G-063 Incidental Take Permit Notification Requirements

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

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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

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unamortized roads Purchaser constructed but was unable to fully use for removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

# G-070 Limitation on Damage

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

# G-080 Scope of State Advice

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

# G-091 Sale Area Adjustment

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

#### G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

# G-106 Adding Naturally Damaged Forest Products

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

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equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

#### G-111 Title and Risk of Loss

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

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

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

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.

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

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

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

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

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

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

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

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

# G-140 Indemnity

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

# G-150 Insurance

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

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

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

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

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

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

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

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

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

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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

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

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

## G-170 Assignment and Delegation

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

#### G-180 Modifications

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

# G-190 Contract Complete

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

#### G-200 Notice

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

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

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

#### G-210 Violation of Contract

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

# G-220 State Suspends Operations

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

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

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

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

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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

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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; PA-I-1000, PA-I-1002, PA-I-4000, 2+00 spur, 3+10 spur, 3+80 spur, 4+80 spur, 11+00 spur, Elwha spur, PA-I-2600, PA-I-2610, and the PA-I-2620. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

#### G-330 Pre-work Conference

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

#### G-340 Preservation of Markers

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

# G-360 Road Use Reservation

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

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#### G-370 Blocking Roads

Purchaser shall not block the PA-I-1000 and PA-I-4000 Roads, unless authority is granted in writing by the Contract Administrator.

# G-390 Road Approach Permit Requirements

Purchaser agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and WA Department of Transportation and with Clallam County.

# G-430 Open Fires

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

# Section P: Payments and Securities

# P-011 Initial Deposit

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

#### P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$31,616.00. The total contract price consists of a \$0.00 contract bid price plus \$31,616.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

#### P-045 Guarantee of Payment

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

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# P-050 Billing Procedure

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

# P-080 Payment Account Refund

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

# P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$92,600.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

#### P-100 Performance Security Reduction

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

# Section 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 April 30, or on weekends, State recognized holidays or from 8:00pm to 6:00am unless authorized in writing by the Contract Administrator.

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# H-013 Reserve Tree Damage Definition

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

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

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

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

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

# H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 12 feet in width.
- b. Skid trails shall not cover more than 13 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Reprod (8 inches in diameter or less) shall be left standing unless required to be cut for logging operations.
- e. Excessive soil damage is not permitted. Excessive soil damage is described in Clause H-017.

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- f. Skid trails shall be abandoned as described in Clause H-140.
- g. Once a skid trail has been abandoned, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

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

# H-017 Preventing Excessive Soil Disturbance

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

# H-035 Fall Trees Into Sale Area

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

# H-051 Branding and Painting

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

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

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

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

# H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75% and less. Non-tethered self-leveling tracked equipment is limited to sustained slopes that are 45 percent and less. Rubber tired skidders are restricted unless approved by the Contact Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

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H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, or on weekends, State recognized holidays or from 8:00pm to 6:00am, unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- 1. Purchaser must have utility lines located before beginning road construction/reconstruction and digging next to Karpen and Colville Roads and Highway 112.
- 2. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
- 3. While felling timber, two warning signs must be posted on Karen, Colville and Dan Kelly Roads and Highway 112.
- 4. No log trucks may stage, idle or park on the shoulder of Highway 112.
- 5. Yarding equipment shall not cross live streams without a FPHP.
- 6. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- 7. Purchaser must contact the PUD and BPA before cutting next to overhead powerlines along Colville Road.
- 8. Two weeks' notice must be given before road building or timber cutting to allow for closure of the recreation trails.
- 9. One week notice must be given before cutting timber along the Elwha spur to allow for coordination of traffic control along State Highway 112.
- 10. All trees 60 inches in Diameter at Breast Height (DBH) and greater, shall not be felled unless for safety reasons, which must be approved by the Contract Administrator. If trees 60 inches in DBH or greater need to be felled for safety reasons, the trees will be left where felled.
- 11. Per the DOT permit, haul traffic to/from the Elwha Spur must travel "left in/right out".
- 12. Purchaser shall perform abandonment of all skid trails in the sale area at the discretion of the Contract Administrator. Abandonment shall consist of re-establishing

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natural drainage and natural slopes, fluffing compacted soil to an 18 inch depth using shovel grapples, placing stumps and debris back into the trail and installing water bars as directed by the Contract Administrator.

- 13. Reprod (8 inches in diameter or less) shall be left standing unless required to be cut for logging operations.
- 14. Within all units, all saplings with a diameter of 2 inches or greater that are damaged during operations shall be pulled and piled.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 1/3/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads listed in the Road Plan, authorized in clause G-310 and not listed in clause C-060. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on PA-I-1000, PA-I-2600, PA-I-2610, PA-I-2620 and all other roads not listed in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

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Section S: Site Preparation and Protection

# S-001 Emergency Response Plan

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

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

#### S-010 Fire Hazardous Conditions

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

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

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

#### S-020 Extreme Hazard Abatement

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

#### S-030 Landing Debris Clean Up

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

# S-035 Logging Debris Clean Up

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

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# S-050 Cessation of Operations for Low Humidity

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

#### S-060 Pump Truck or Pump Trailer

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

#### S-100 Stream Cleanout

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

#### S-110 Resource Protection

No equipment may operate within 30 feet of all live water unless authority is granted in writing by the Contract Administrator.

#### S-120 Stream Protection

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

#### S-130 Hazardous Materials

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

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

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

#### b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

# d. Hazardous Material Release Reporting

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

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

# S-131 Refuse Disposal

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

#### S-150 Recreation Trail Cleanout

At the completion of logging operations and within 30 days of completion of yarding and/or cabling operations on each harvest unit, Purchaser shall repair any damage to and clean out all logging debris from recreational trail(s).

#### Section D: Damages

# D-013 Liquidated Damages or Failure to Perform

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

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certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

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

# D-041 Reserve Tree Excessive Damage

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

#### **SIGNATURES**

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

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

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES			
Purchaser	Mona Griswold Olympic Region Manager			
Print Name	Olympic Region Manager			
Date: Address:	Date:			

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

STATE OF _		)						
COUNTY OF _								
On this	day of			),	before 1	me p	ersor	nally
			_	me	of the c	orpor	ation	that
voluntary act and	n and foregoing instrument deed of the corporation, for s/she was) (they were) auth	or the uses and 1	purpose	es the	rein men			
IN WITNESS WH year first above wr	EREOF, I have hereunto sitten.	set my hand and	affixed	l my (	official se	eal the	e day	and
		Notary P	ublic ii	n and	for the St	tate of	f	
		My appo	intmen	t expi	res			

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# Schedule A SLASH PILING SPECS

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

- 1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
- 2. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
- 3. Piles shall not be placed on large stumps or logs.
- 4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
- 5. Piling shall be completed using an approved hydraulic shovel and grapples.
- 6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
- 7. Slash may be placed in skid roads, ahead of machinery, or lopped and scattered throughout the harvest area. Slash which accumulates on landings, roads, and hazard abatement areas shall be piled per this schedule. Any changes to this must be approved by the Contract Administrator.
- 8. Purchaser may remove slash as biofuel.

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# Schedule B GREEN TREE RETENTION PLAN

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	44	2	252	296
2	52	2	252	304
3	46	3	352	398
4	36	0	0	36

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# Schedule C LEAVE AND CUT TREE SELECTION - UNIT 5 ONLY

# Leave Tree Selection Criteria

- 1. Leave trees in Unit 5 are defined as follows:
  - a. All trees not marked with red paint

# Cut Tree Selection Criteria

- 1. Cut trees in Unit 5 are defined as all trees in the sale area, as shown on the timber sale maps that meet the following criteria:
  - a. All trees marked with red paint

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# WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

# FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** 

Timber Sale Name:	
Application Number:	
EXCISE TAX APPLICABLE ACTIVITIES	
Construction: Road to be constructed (optional and required) but not aband	linear feet loned
Reconstruction: Road to be reconstructed (optional and required) but not aba	linear feet ndoned
Abandonment: Abandonment of existing roads not reconstructed under the o	linear feet contract
<b>Decommission:</b> Road to be made undriveable but not officially abandoned.	linear feet
Pre-Haul Maintenance: Existing road to receive maintenance work (optional and require)	linear feet uired) prior to haul
EXCISE TAX EXEMPT ACTIVITIES	
Temporary Construction: Roads to be constructed (optional and required) and then ab	linear feet andoned
Temporary Reconstruction: Roads to be reconstructed (optional and required) and then of	linear feet abandoned

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

## **PRE-CRUISE NARRATIVE**

Sale Name: Power Plant	Region: Olympic
Agreement #: 30-104354	District: Straits
Contact Forester: <b>Ben Stein</b> Phone / Location: <b>360-640-8794</b>	County(s): Clallam, Choose a county
Alternate Contact: <b>Brad Nellis</b> Phone / Location: <b>360-301-2900</b>	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	100%

## UNIT ACREAGES AND METHOD OF DETERMINATION:

	Legal Descri					om Gros est acre			
Unit # Harvest R/W or RMZ WMZ	ption (Enter only one legal for each unit)  Sec/T wp/Rn g	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	Acreage Determinatio n (List method and error of closure if applicable)
1	Sec 9/10 T30 R07W	01	44.2	0	4.9	1.9	0	37.4	GPS (Garmin)
2	Sec 16 T30 R07W	01	46.9	3.1	4.1	1.3	0	38.4	GPS (Garmin)
3	Sec 10/15 T30 R07W	01	53.2	0	7.8	0.6	0	44.8	GPS (Garmin)
4	Sec 10 T30 R07W	01	4.6	0	0	0	0	4.6	GPS (Garmin)
5 (WMZ)	Sec 9/10 T30 R07W	01	1.2	0	0	0	0	1.2	GPS (Garmin)
TOTAL ACRES			150.1	3.1	16.8	3.8	0	126.4	

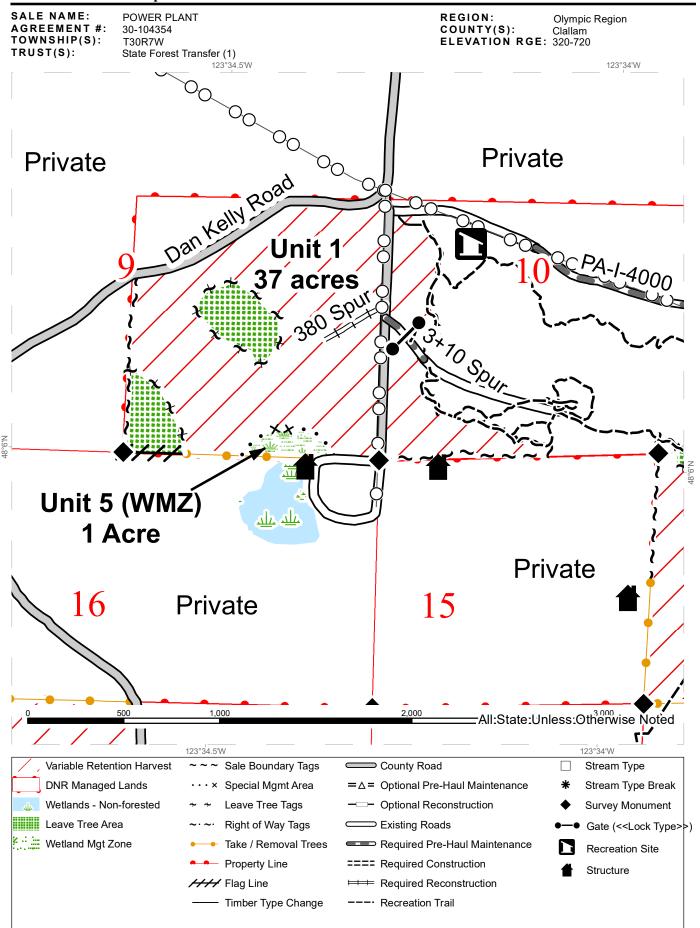
## **HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit#	Harvest Prescription: (Leave, take, paint color, tags,	Special Management areas:	Other conditions (# leave trees, etc.)
	flagging etc.)		. ,
1	Unit boundary marked with white tags, blue paint, pink flashers, red-ringed trees, and Dan Kelly Rd out to colville trail parking area.		2 Leave tree clumps, total clumped trees (252), total individuals (44)
2	Unit boundary marked on the North and West boundaries with red-ringed trees. On the South with white tags, blue paint, and pink flashers. On the East with Karpen Rd and I-1000	Southwest corner is different stand type (see tree height lidar) approximately 5.5 acres.	2 Leave tree clumps, total clumped trees (252), total individuals (52)
3	Unit boundary marked with red-ringed trees, white tags, blue paint, pink flashers, I-4000, and power line ROW		3 Leave tree clumps, total clumped trees (352), total individuals (46)
4	Unit boundary marked with red-ringed trees and SR 112		Total individuals (36)
5 (WMZ)	Unit boundary marked with carsonited survey line and special management boundary tags		only cut trees are 6 large diameter fir and cedar with red-rings

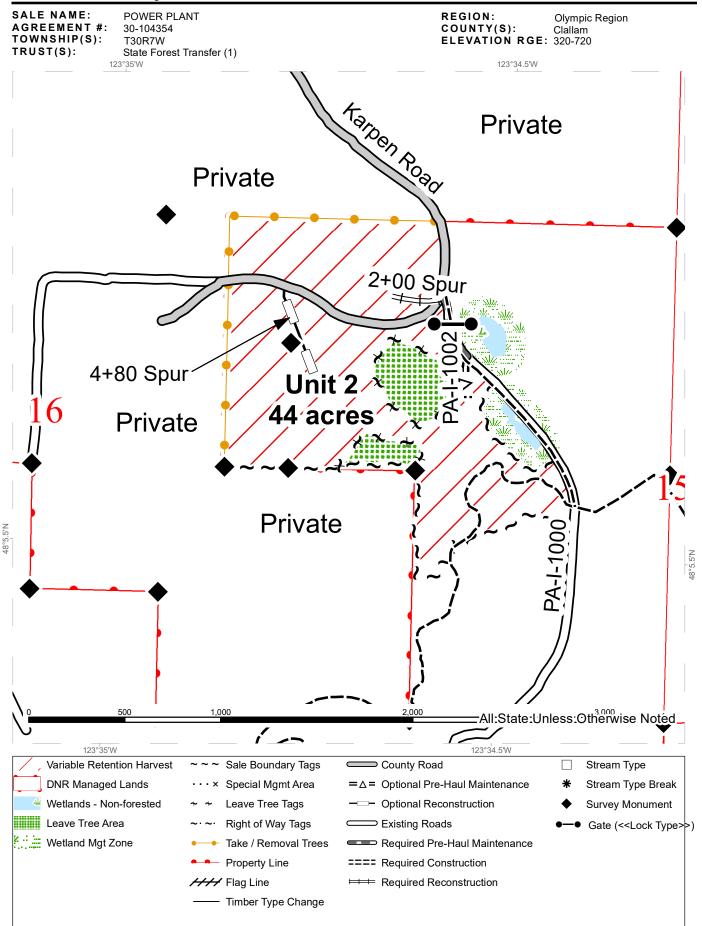
## OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
	Douglas-fir, Cedar,		
1	Hardwoods (370mbf)		
	Douglas-fir, Cedar,		
2	Hardwoods (380mbf)		
	Douglas-fir, Cedars,		
3	Hardwoods (450mbf)		
4	Cedar (50mbf)		
5	Douglas-fir (6mbf)		
TOTAL MBF	1,256 mbf		

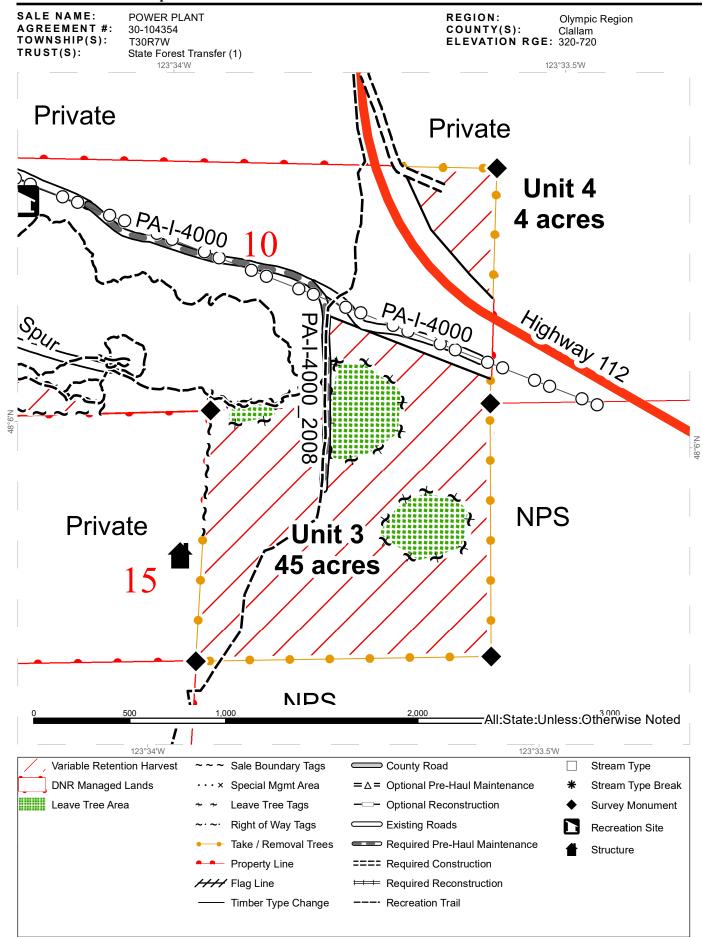
Title: Forester	CC:
	Title: Forester



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## Timber Sale Cruise Report Power Plant

Sale Name: POWER PLANT

Sale Type: LUMP SUM

Region: OLYMPIC District: STRAITS

Lead Cruiser: Kevin Peterson

Other Cruisers: Cruise Narrative:

Location:

This sale is located west of Port Angeles off of Dan Kelly and Karpen Road. An AA1 key is need to access some roads.

#### Cruise Design:

For Units 1, 2, 3 and 5 I used a 40 BAF for all species. On unit 4 I Used a 54.44/40 combo, 40 BAF was used to capture RA, RC and BM.

Merch height was determined at 40% of the diameter at 16'. Logs were cruised in mostly 40', 36' and 34' lengths.

#### Timber Quality:

This sale is the leftovers of a shelter wood cut in the late 90's. The majority of the volume is large HQ DF with a pretty good component of RC as well. The understory has started to produce some small diameter RC, DF, WH and SF. Throughout units 1, 2 and 3 I was finding DF transmission poles and RC distribution poles.

#### Logging and Stand Conditions:

This sale is mostly flat and will be 100% ground based harvest. There are spots with a lot of brush making travel tough, but its not too bad for the most part.

#### Timber Sale Notice Volume (MBF)

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
DF	15.5	9.3		720	457	149	114		
RC	17.2			304		241	63		
WH	14.6			61	21	21	10	9	
SF	11.6			57			57		
RA	11.0			55			55		
MA	11.4			19	4	5	9	2	
ALL	14.5	9.3		1,216	482	415	308	11	

#### Timber Sale Notice Weight (tons)

	Tons by Grade						
Sp	All	2 Saw	3 Saw	4 Saw	Utility		
DF	5,844	3,373	1,313	1,159			

	Tons by Grade									
Sp	All	2 Saw	3 Saw	4 Saw	Utility					
RC	2,976		2,388	588						
SF	708			708						
WH	667	235	244	125	63					
RA	612			612						
MA	181	48	39	73	21					
ALL	10,988	3,656	3,985	3,264	84					

## Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)			V-BAR SE (%)		
111.3	6.7	94.1	4.2	10,439	7.9

## **Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
POWER PLANT U1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	37.4	37.4	21	21	0
POWER PLANT U2	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	38.4	38.4	24	24	1
POWER PLANT U3	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	44.8	44.8	27	27	3
POWER PLANT U4	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.7	4.7	3	3	0
POWER PLANT U5	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.2	1.2	1	1	0
All		126.5	126.5	76	76	4

## Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.8	40	1,903	1,725	9.4	1,608.5	218.3
DF	LIVE	2 SAW	HQ-A	20.4	34	198	198	0.0	155.9	25.0
DF	LIVE	2 SAW	HQ-B	17.2	34	1,798	1,689	6.1	1,608.4	213.7
DF	LIVE	3 SAW	Domestic	9.0	38	1,230	1,175	4.5	1,312.8	148.7
DF	LIVE	4 SAW	Domestic	5.6	28	943	902	4.3	1,158.5	114.1
MA	LIVE	2 SAW	Domestic	12.7	40	37	28	25.0	47.7	3.5
MA	LIVE	3 SAW	Domestic	12.3	30	41	36	13.6	39.4	4.5

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
MA	LIVE	4 SAW	Domestic	5.0	30	75	70	6.0	72.7	8.9
MA	LIVE	UTILITY	Pulp	6.1	27	14	14	0.0	21.3	1.8
RA	LIVE	4 SAW	Domestic	5.1	32	445	433	2.7	611.7	54.7
RC	LIVE	3 SAW	Domestic	11.7	36	2,219	1,903	14.2	2,388.1	240.8
RC	LIVE	4 SAW	Domestic	5.7	25	524	499	4.7	588.2	63.2
SF	LIVE	4 SAW	Domestic	5.2	36	452	452	0.0	708.1	57.2
WH	LIVE	2 SAW	Domestic	13.9	40	188	169	9.9	234.9	21.4
WH	LIVE	3 SAW	Domestic	8.1	40	177	164	7.5	244.3	20.7
WH	LIVE	4 SAW	Domestic	5.1	30	89	81	9.0	124.7	10.3
WH	LIVE	UTILITY	Pulp	5.1	21	69	69	0.0	63.1	8.7

## Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	5.8	30	1,228	3.7	1,589.8	155.4
DF	9 - 11	LIVE	Domestic	10.3	38	716	6.0	767.3	90.6
DF	12 - 14	LIVE	Domestic	13.1	40	836	7.4	739.2	105.8
DF	12 - 14	LIVE	HQ-B	14.2	34	106	6.5	112.8	13.4
DF	15 - 19	LIVE	Domestic	15.9	40	779	8.1	743.8	98.6
DF	15 - 19	LIVE	HQ-B	17.4	34	1,583	6.0	1,495.7	200.4
DF	20+	LIVE	HQ-A	20.4	34	198	0.0	155.9	25.0
DF	20+	LIVE	Domestic	22.6	40	243	16.3	239.7	30.7
MA	5 - 8	LIVE	Domestic	5.0	30	70	6.0	72.7	8.9
MA	5 - 8	LIVE	Pulp	6.1	27	14	0.0	21.3	1.8
MA	12 - 14	LIVE	Domestic	12.5	34	63	19.0	87.1	8.0
RA	5 - 8	LIVE	Domestic	5.1	33	433	2.7	611.7	54.7
RC	5 - 8	LIVE	Domestic	6.0	26	686	3.8	812.3	86.8
RC	9 - 11	LIVE	Domestic	10.2	36	257	14.5	369.4	32.5
RC	12 - 14	LIVE	Domestic	13.1	36	1,319	11.8	1,568.0	166.9
RC	15 - 19	LIVE	Domestic	15.5	36	140	40.0	226.6	17.8
SF	5 - 8	LIVE	Domestic	5.2	36	452	0.0	708.1	57.2
WH	5 - 8	LIVE	Pulp	5.1	21	69	0.0	63.1	8.7
WH	5 - 8	LIVE	Domestic	6.0	32	183	7.3	287.3	23.2
WH	9 - 11	LIVE	Domestic	11.4	40	62	10.0	81.7	7.8
WH	12 - 14	LIVE	Domestic	13.8	40	169	9.9	234.9	21.4

## **Cruise Unit Report POWER PLANT U1**

## Unit Sale Notice Volume (MBF): POWER PLANT U1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	14.9	9.3		229	143	46	41				
RC	18.1			73		59	14				
SF	11.6			23			23				
RA	10.9			18			18				
WH	8.8			8			4	5			
ALL	14.1	9.3		351	143	104	99	5			

## **Unit Cruise Design: POWER PLANT U1**

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	37.4	37.4	21	21	0

## **Unit Cruise Summary: POWER PLANT U1**

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	26	29	1.4	3
RC	14	17	0.8	0
SF	6	6	0.3	0
RA	5	5	0.2	0
WH	2	2	0.1	0
ALL	53	59	2.8	3

## Unit Cruise Statistics (Cut + Leave Trees): POWER PLANT U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	55.2	77.6	16.9	123.6	47.9	9.4	6,826	91.2	19.4
RC	32.4	164.0	35.8	63.9	31.8	8.5	2,068	167.0	36.8
SF	11.4	196.2	42.8	52.9	3.2	1.3	605	196.2	42.8
RA	9.5	322.7	70.4	50.9	15.1	6.8	485	323.1	70.8
WH	3.8	458.3	100.0	57.2	14.5	10.2	218	458.5	100.5
ALL	112.4	54.7	11.9	90.8	59.5	8.2	10,202	80.8	14.5

## Unit Summary: POWER PLANT U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	22	ALL	14.1	52	63	5,515	5,179	6.1	38.6	41.9	11.2	193.9
DF	LIVE	POLE	4	ALL	26.6	108	139	1,003	942	6.1	2.0	7.6	1.5	35.3
DF	LIVE	LEA	0	ALL	17.5			752	706	6.1	3.4	5.7	1.4	26.4
RA	LIVE	CUT	5	ALL	10.9	38	45	499	485	2.9	14.7	9.5	2.9	18.2
RC	LIVE	CUT	13	ALL	17.9	45	55	2,134	1,825	14.5	16.3	28.6	6.8	68.3
RC	LIVE	POLE	1	ALL	22.0	69	87	142	122	14.5	0.7	1.9	0.4	4.6
RC	LIVE	LEA	0	ALL	20.0			142	122	14.5	0.9	1.9	0.4	4.6
SF	LIVE	CUT	6	ALL	11.6	43	53	605	605	0.0	15.6	11.4	3.4	22.6
WH	LIVE	CUT	2	ALL	8.8	33	38	232	218	6.0	9.0	3.8	1.3	8.2
ALL	LIVE	LEA	0	ALL	18.1			894	828	7.4	4.3	7.6	1.8	31.0
ALL	LIVE	CUT	48	ALL	13.6	45	55	8,985	8,311	7.5	94.2	95.2	25.4	311.2
ALL	LIVE	POLE	5	ALL	25.5	98	125	1,145	1,063	7.1	2.7	9.5	1.9	39.8
ALL	ALL	ALL	53	ALL	14.3	47	57	11,025	10,202	7.5	101.2	112.4	29.1	382.0

## **Cruise Unit Report POWER PLANT U2**

## Unit Sale Notice Volume (MBF): POWER PLANT U2

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw			
DF	15.2	9.3		210	133	43	34			
RC	16.6			99		76	23			
RA	10.9			16			16			
SF	11.5			14			14			
ALL	14.6	9.3		338	133	119	86			

## Unit Cruise Design: POWER PLANT U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	38.4	38.4	24	24	1

## **Unit Cruise Summary: POWER PLANT U2**

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	29	1.2	3
RC	19	23	1.0	0
RA	5	5	0.2	0
SF	4	4	0.2	0
ALL	53	61	2.5	3

## Unit Cruise Statistics (Cut + Leave Trees): POWER PLANT U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	48.3	91.2	18.6	126.0	46.9	9.4	6,089	102.6	20.9
RC	38.3	139.2	28.4	70.1	35.9	8.2	2,689	143.8	29.6
RA	8.3	346.1	70.6	50.9	15.1	6.8	424	346.4	71.0
SF	6.7	228.4	46.6	52.6	4.1	2.0	351	228.5	46.7
ALL	101.7	55.6	11.4	94.0	56.9	7.8	9,553	79.6	13.8

## Unit Summary: POWER PLANT U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	21	ALL	14.3	52	64	4,702	4,409	6.2	31.4	35.0	9.3	169.2
DF	LIVE	POLE	4	ALL	24.7	106	139	1,119	1,050	6.2	2.5	8.3	1.7	40.3
DF	LIVE	LEA	0	ALL	17.5			672	630	6.2	3.0	5.0	1.2	24.2
RA	LIVE	CUT	5	ALL	10.9	38	45	437	424	2.9	12.9	8.3	2.5	16.3
RC	LIVE	CUT	15	ALL	16.0	44	53	2,221	1,987	10.5	20.3	28.3	7.1	76.3
RC	LIVE	POLE	4	ALL	20.4	69	87	653	585	10.5	3.7	8.3	1.8	22.4
RC	LIVE	LEA	0	ALL	20.0			131	117	10.5	8.0	1.7	0.4	4.5
SF	LIVE	CUT	4	ALL	11.5	43	52	351	351	0.0	9.2	6.7	2.0	13.5
ALL	LIVE	LEA	0	ALL	18.1			802	747	6.9	3.8	6.7	1.6	28.7
ALL	LIVE	POLE	8	ALL	22.2	84	108	1,773	1,634	7.8	6.2	16.7	3.5	62.7
ALL	LIVE	CUT	45	ALL	14.0	46	56	7,710	7,172	7.0	73.8	78.3	20.8	275.2
ALL	ALL	ALL	53	ALL	14.9	49	60	10,285	9,553	7.1	83.8	101.7	25.9	366.6

## **Cruise Unit Report POWER PLANT U3**

## Unit Sale Notice Volume (MBF): POWER PLANT U3

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility				
DF	16.0	9.3		257	169	55	34					
RC	17.1			110		87	23					
SF	11.6			21			21					
RA	10.9			17			17					
WH	10.4			16	6	2	3	4				
ALL	14.7	9.3		421	175	144	98	4				

## **Unit Cruise Design: POWER PLANT U3**

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	44.8	44.8	27	27	3

## **Unit Cruise Summary: POWER PLANT U3**

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	28	32	1.2	3
RC	20	24	0.9	0
SF	6	6	0.2	0
RA	5	5	0.2	0
WH	3	3	0.1	0
ALL	62	70	2.6	3

## Unit Cruise Statistics (Cut + Leave Trees): POWER PLANT U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	47.4	102.1	19.6	133.4	40.5	7.6	6,324	109.8	21.1
RC	35.6	147.5	28.4	72.2	35.3	7.9	2,568	151.6	29.5
SF	8.9	227.9	43.9	52.9	3.2	1.3	470	227.9	43.9
RA	7.4	368.0	70.8	50.9	15.1	6.8	377	368.3	71.1
WH	4.4	381.3	73.4	78.3	47.3	27.3	348	384.2	78.3
ALL	103.7	71.2	13.7	97.3	53.9	6.8	10,088	89.3	15.3

## Unit Summary: POWER PLANT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	24	ALL	15.3	57	70	5,083	4,743	6.7	27.8	35.6	9.1	212.4
DF	LIVE	POLE	4	ALL	24.7	106	139	1,059	988	6.7	2.2	7.4	1.5	44.3
DF	LIVE	LEA	0	ALL	17.5			635	593	6.7	2.7	4.4	1.1	26.6
RA	LIVE	CUT	5	ALL	10.9	38	45	388	377	2.9	11.4	7.4	2.2	16.9
RC	LIVE	CUT	15	ALL	16.3	44	54	2,081	1,819	12.6	17.4	25.2	6.2	81.5
RC	LIVE	POLE	5	ALL	20.9	71	89	734	642	12.6	3.7	8.9	1.9	28.8
RC	LIVE	LEA	0	ALL	20.0			122	107	12.6	0.7	1.5	0.3	4.8
SF	LIVE	CUT	6	ALL	11.6	43	53	470	470	0.0	12.1	8.9	2.6	21.1
WH	LIVE	CUT	3	ALL	10.4	38	44	374	348	6.9	7.5	4.4	1.4	15.6
ALL	LIVE	CUT	53	ALL	14.0	47	57	8,396	7,758	7.6	76.2	81.5	21.6	347.5
ALL	LIVE	LEA	0	ALL	18.0			758	700	7.6	3.4	5.9	1.4	31.3
ALL	LIVE	POLE	9	ALL	22.4	84	108	1,793	1,630	9.1	5.9	16.3	3.4	73.0
ALL	ALL	ALL	62	ALL	14.9	50	61	10,947	10,088	7.9	85.5	103.7	26.4	451.8

## Cruise Unit Report POWER PLANT U4

## Unit Sale Notice Volume (MBF): POWER PLANT U4

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility				
WH	17.7			37	15	19	3					
RC	18.2			20		16	3					
MA	11.4			19	4	5	9	2				
DF	12.9			15	7	3	5					
RA	12.0			3			3					
ALL	14.3			94	26	43	24	2				

## Unit Cruise Design: POWER PLANT U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.7	4.7	3	3	0

## Unit Cruise Summary: POWER PLANT U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	4	4	1.3	0
RC	4	4	1.3	0
MA	4	4	1.3	0
DF	2	2	0.7	0
RA	1	1	0.3	0
ALL	15	15	5.0	0

## Unit Cruise Statistics (Cut + Leave Trees): POWER PLANT U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	72.6	43.3	25.0	109.8	11.5	5.8	7,972	44.8	25.7
RC	53.3	86.6	50.0	78.1	16.7	8.3	4,164	88.2	50.7
MA	53.3	173.2	100.0	74.6	18.7	9.4	3,977	174.2	100.4
DF	36.3	173.2	100.0	90.5	46.9	33.1	3,284	179.4	105.3
RA	13.3	173.2	100.0	54.7	0.0	0.0	730	173.2	100.0
ALL	228.9	27.5	15.9	87.9	26.2	6.8	20,126	38.0	17.3

## Unit Summary: POWER PLANT U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	12.9	49	60	3,566	3,284	7.9	40.0	36.3	10.1	15.4
MA	LIVE	CUT	4	ALL	11.4	46	55	4,497	3,977	11.6	75.2	53.3	15.8	18.7
RA	LIVE	CUT	1	ALL	12.0	45	54	730	730	0.0	17.0	13.3	3.8	3.4
RC	LIVE	CUT	4	ALL	18.2	60	75	4,861	4,164	14.3	29.5	53.3	12.5	19.5
WH	LIVE	CUT	4	ALL	17.7	73	91	8,694	7,972	8.3	42.5	72.6	17.3	37.4
ALL	LIVE	CUT	15	ALL	14.3	54	66	22,347	20,126	9.9	204.2	228.9	59.5	94.4
ALL	ALL	ALL	15	ALL	14.3	54	66	22,347	20,126	9.9	204.2	228.9	59.5	94.4

## **Cruise Unit Report POWER PLANT U5**

## Unit Sale Notice Volume (MBF): POWER PLANT U5

				M	IBF Volu	me by G	rade
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw
DF	25.0			9	6	3	1
RC	14.0			3		3	
ALL	17.3			12	6	5	1

## **Unit Cruise Design: POWER PLANT U5**

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.2	1.2	1	1	0

## **Unit Cruise Summary: POWER PLANT U5**

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	1	2	2.0	0
RC	1	3	3.0	0
ALL	2	5	5.0	0

## Unit Cruise Statistics (Cut + Leave Trees): POWER PLANT U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	80.0	0.0	0.0	183.3	0.0	0.0	14,663	0.0	0.0
RC	120.0	0.0	0.0	53.3	0.0	0.0	6,399	0.0	0.0
ALL	200.0	0.0	0.0	105.3	87.3	61.7	21,061	87.3	61.7

## **Unit Summary: POWER PLANT U5**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	1	ALL	25.0	110	141	7,331	7,331	0.0	11.7	40.0	8.0	9.1
DF	LIVE	LEA	1	ALL	8.0	40	48	7,331	7,331	0.0	114.6	40.0	14.1	9.1
RC	LIVE	CUT	1	ALL	14.0	45	55	2,133	2,133	0.0	37.4	40.0	10.7	2.6
RC	LIVE	LEA	2	ALL	13.3	51	63	4,266	4,266	0.0	82.9	80.0	21.9	5.3
ALL	LIVE	LEA	3	ALL	10.6	45	54	11,597	11,597	0.0	197.5	120.0	36.1	14.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
ALL	LIVE	CUT	2	ALL	17.3	60	75	9,464	9,464	0.0	49.1	80.0	18.7	11.7
ALL	ALL	ALL	5	ALL	12.2	48	58	21,061	21,061	0.0	246.6	200.0	54.8	26.1



	ZALL SE		Effective Date:	3/23/2023	
TO: MAY	URALEE		Expiration Date:	3/23/2026	
Forest Practices Ap	plication/Noti	fication	Shut Down Zone:	653 S	
Notice of	Decision		EARR Tax Credit:	⊠ Eligible	☐ Non-eligible
			Reference:	DNR	
				Power Plant	
Decision					
☐ Notification Accepted	Operations shall	l not begin before t	he effective date.		
⊠ Approved	This Forest Pra	ctices Application is	s subject to the cond	ditions listed be	ow.
□ Disapproved	This Forest Prac	ctices Application is	disapproved for the	e reasons listed	below.
☐ Withdrawn	Applicant has w	ithdrawn the Fores	t Practices Applicati	on/Notification	(FPA/N).
☐ Closed	All forest praction	es obligations are	met.		
			Normbon of You	0	Market Marin Process
FPA/N Classification  ☐ Class II ☑ Class III	☐ Class IVG	☐ Class IVS		☐ 5 years	Multi-Year Request
			_ ,,,	o jame	
Conditions on Approval/Re	easons for Disa	<u>oproval</u>			
ssued By: Erik Dukes			Region: Olymp	ic	
Title: Forest Practices Forest	orester		Date: 3/23/202	3	
Copies to: ⊠ Lar	ndowner, Timber	Owner and Oper	ator		
ssued in person: 🗆 LO	□ ТО □ ОР	Ву:		Dat	te:

FPA/N No: 2617830

#### **Appeal Information**

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

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

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Olympic Region
Physical Address	Physical Address	Physical & Mailing Address
1111 Israel Road, SW	1125 Washington Street, SE	411 Tillicum Lane
Suite 301	Olympia, WA 98504	Forks, WA 98331
Tumwater, WA 98501	Mailing Address	
Mailing address	Post Office Box 40100	
Post Office Box 40903	Olympia, WA 98504-0100	
Olympia, WA 98504-0903		

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

#### Other Applicable Laws

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

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

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

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

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

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

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

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

#### **DNR Declaration of Mailing**

I, Rosielly Sanchez, caused the Notice of Decision for FPA/N No. 2617830 to be placed in the United States mail at
Forks, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is
true and correct.

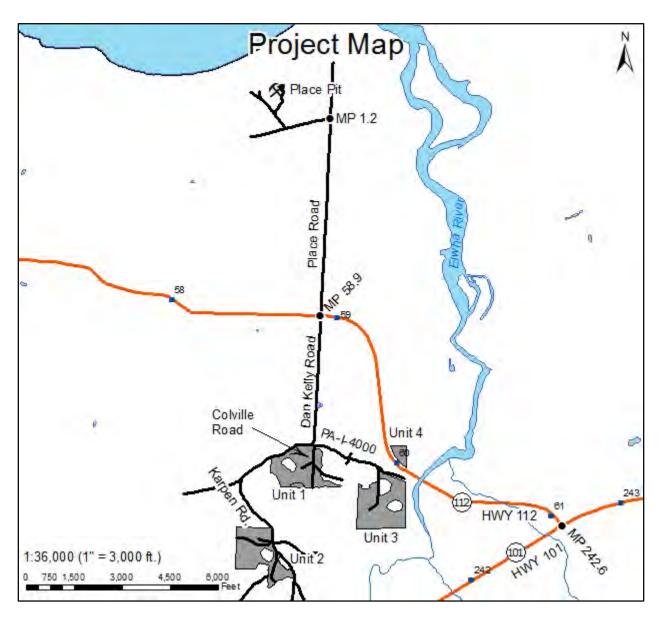
3/23/2023	Forks, Washington	1	-
(Date)	(City & State where signed)	(Šignature)	

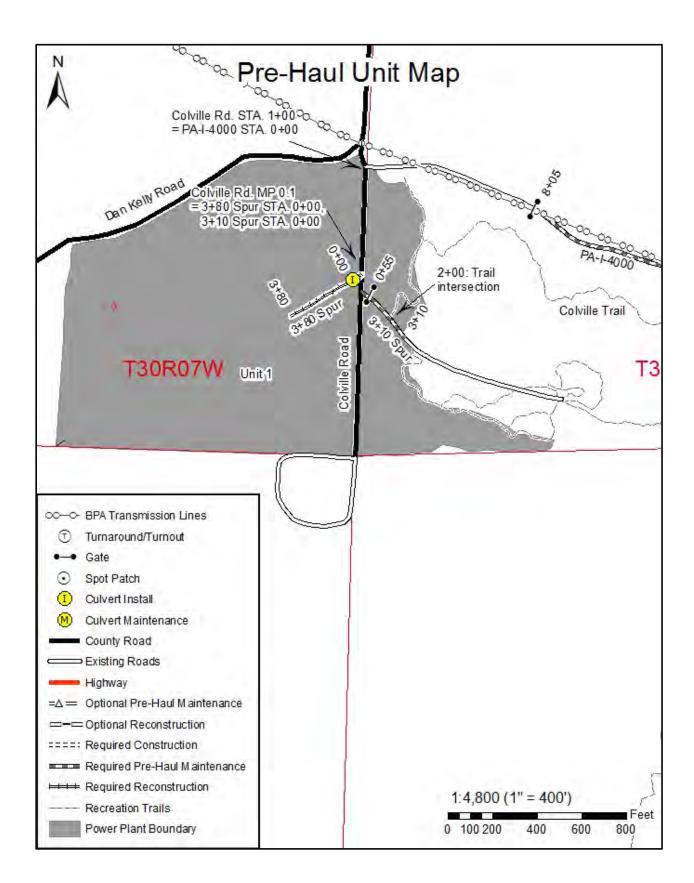
## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

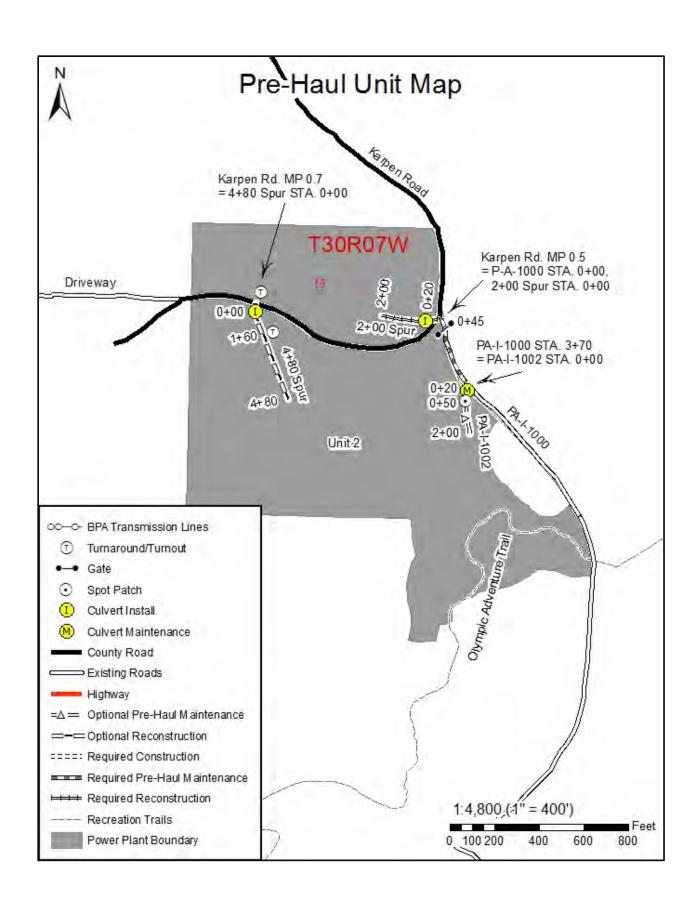
# POWER PLANT TIMBER SALE ROAD PLAN CLALLAM COUNTY STRAITS DISTRICT OLYMPIC REGION

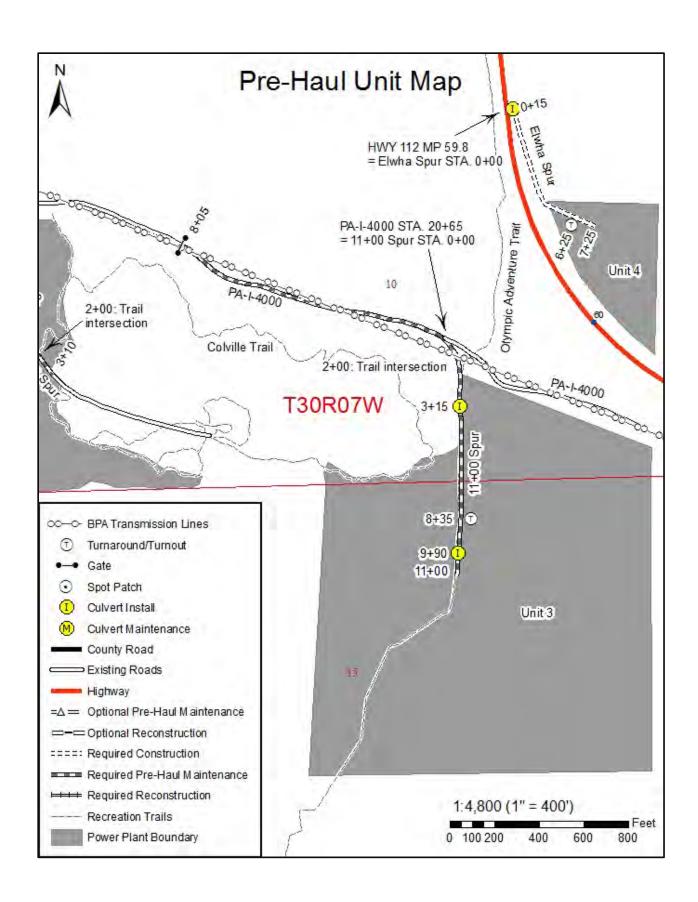
AGREEMENT NO.: 30-104354 DISTRICT ENGINEER: GREG ELLIS

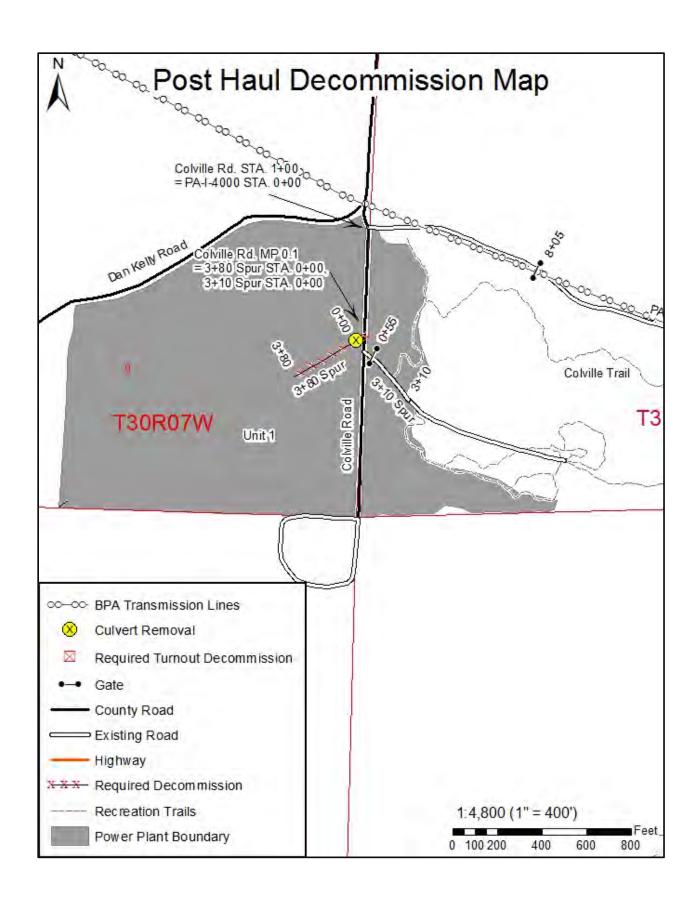
DATE: 03 JANUARY 2023 DRAWN & COMPILED BY: JUSTIN PAGEL

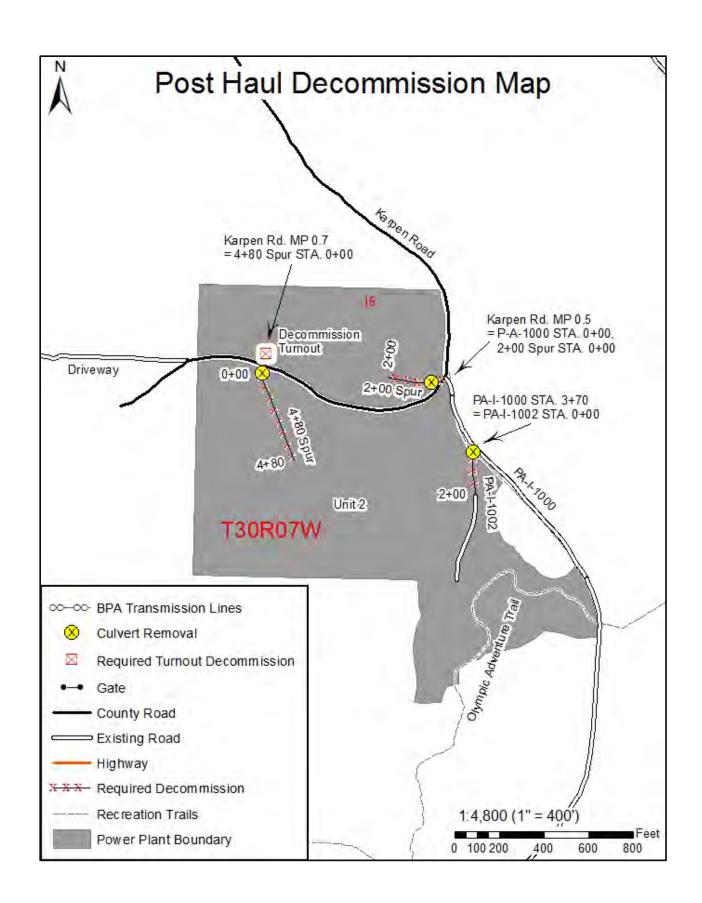


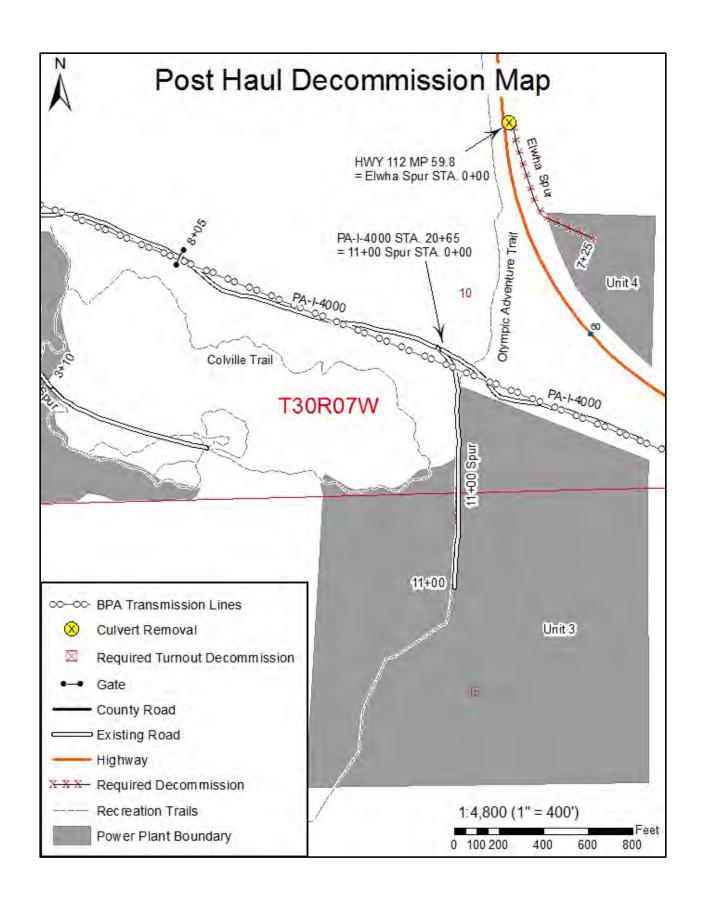












#### SECTION 0 – SCOPE OF PROJECT

#### 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.

Road	<u>Stations</u>	<u>Type</u>
3+80 Spur	0+00 – 3+80	Reconstruction
3+10 Spur	0+00 - 3+10	Pre-Haul Maintenance
PA-I-1000	0+00 – 3+70	Pre-Haul Maintenance
2+00 Spur	0+00 - 2+00	Reconstruction
PA-I-4000	8+05 – 20+65	Pre-Haul Maintenance
11+00 Spur	0+00 - 11+00	Pre-Haul Maintenance
Elwha Spur	0+00 – 7+25	Construction

#### 0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PA-I-1002	0+00 – 2+00	Pre-Haul Maintenance
4+80 Spur	0+00 - 4+80	Reconstruction

#### 0-4 CONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
Elwha Spur	0+00 – 7+25	See below. See Clause 11-7 for WSDOT Permit requirements.
Total Stations	7.25 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

#### 0-5 RECONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
3+80 Spur	0+00 - 3+80	See below. See Clause 11-8 for
2+00 Spur	0+00 - 2+00	County Road Approach Permit
4+80 Spur	0+00 - 4+80	requirements.
Total Stations	10.6 Stations	

Reconstruction includes, but is not limited to: Removal of all vegetative material with minimum loss of rock and dispose of in accordance with Clause 2-9 and Clause 3-23. Cleaning ditches and constructing ditches, constructing headwalls, cleaning culvert inlets and outlets in accordance with Clause 2-6 and Clause 2-7. Installing additional culverts and replacing culverts in accordance with the culvert list. Grading, shaping and compacting existing road surface, turnouts and turnaround in accordance with Clause 2-5, realigning road segments, spreading grass seed and hay, and the application of rock in accordance with the Rock List.

#### 0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
3+10 Spur	0+00 - 3+10	The following clauses and list designations apply:  2-5 Maintenance Grading – Existing Road  2-7 Cleaning Ditches, Headwalls, and Catch Basins  2-9 Removing Vegetative Material  7-2 Sign Installation (Non-Highway)  7-75 Gate Maintenance  COMPACTION LIST
PA-I-1000	0+00 – 3+70	The following clauses and list designations apply:  2-5 Maintenance Grading – Existing Road 6-72 Rock Application After Hauling 7-75 Gate Maintenance ROCK LIST SHEET COMPACTION LIST

PA-I-1002	0+00 — 2+00	The following clauses and list designations apply: 2-5 Maintenance Grading – Existing Road 2-6 Cleaning Culverts 2-9 Removing Vegetative Material 3-1 Brushing 5-7 Used Culvert Material ROCK LIST SHEET CULVERT LIST COMPACTION LIST
PA-I-4000	8+05 – 20+65	The following clauses and list designations apply: 2-5 Maintenance Grading – Existing Road 6-72 Rock Application After Hauling 7-75 Gate Maintenance ROCK LIST SHEET COMPACTION LIST
11+00 Spur	0+00 - 11+00	The following clauses and list designations apply: 2-5 Maintenance Grading – Existing Road 2-7 Cleaning Ditches, Headwalls, and Catch Basins 2-9 Removing Vegetative Material 4-10 Widen The Existing Subgrade 7-2 Sign Installation (Non-Highway) ROCK LIST SHEET CULVERT LIST COMPACTION LIST
Total Stations	32.4 Stations	

Pre-haul maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacements, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

#### 0-7 POST-HAUL MAINTENANCE

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

#### 0-9 **DECOMMISSIONING**

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

#### 0-13 STRUCTURES

Purchaser shall provide and install all structures. Requirements for these structures are listed in Section 7 STRUCTURES.

#### SECTION 1 – GENERAL

#### 1-1 ROAD PLAN CHANGES

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

#### 1-2 UNFORESEEN CONDITIONS

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

#### 1-3 ROAD DIMENSIONS

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

#### 1-4 ROAD TOLERANCES

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

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

#### 1-6 ORDER OF PRECEDENCE

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

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

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

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

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

#### 1-9 DAMAGED METALLIC COATING

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

#### 1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to "WSDOT Standard Specifications" mean the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction 2012 (M41-10).

#### 1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Purchaser shall hire a licensed land surveyor to repair, replace, and/or reset them.

#### 1-13 LOG LOADING

At no time shall the loading of logs occur on the Dan Kelly Road, Colville Road, Karpen Road, PA-I-1000, and PA-I-4000. In addition, no debris from harvesting operations shall be allowed on these roads.

#### SUBSECTION ROAD MARKING

#### 1-15 ROAD MARKING

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

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

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

Purchaser shall perform work on the following road(s) in accordance with the construction stakes set in the field for grade and alignment.

Road	<u>Stations</u>	<u>Type</u>	
Elwha Spur	0+00 – 7+25	Centerline	

#### SUBSECTION TIMING

#### 1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan without written approval from the Contract Administrator.

#### 1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 14 days before work begins.

#### 1-23 ROAD WORK PHASE APPROVAL

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

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

#### SUBSECTION RESTRICTIONS

#### 1-25 ACTIVITY TIMING RESTRICTION

On the following road(s), are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

Road	<u>Stations</u>	<u>Activity</u>	Closure Period	
All	All	All	Weekends and State	
All All		All	Recognized Holidays	
			8:00 PM -6:00 AM (Year	
All	All All	All	Round), unless approved by	
			the Contract Administrator	
All	All	All roadwork activities Including timber cutting, timber yarding, timber haul, rock haul, and rock pit development	November 1 <sup>st</sup> – April 30 <sup>th</sup>	

#### 1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, 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), timber felling, road work or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock or equipment.

Road	<u>Stations</u>
Place Pit	All

#### 1-29 SEDIMENT RESTRICTION

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

#### 1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

#### 1-32 ASPHALT SURFACE RESTRICTION

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

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

#### 1-33 SNOW PLOWING RESTRICTION

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

#### SUBSECTION OTHER INFRASTRUCTURE

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

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

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

The following county roads and state highways are affected by this sale:

Road Name			
Dan Kelly Road			
Colville Road			
Karpen Road			
HWY. 112			

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

Purchaser shall build up approaches to allow a smooth grade transition between the DNR roads and paved roads. The top of the DNR road surfacing must be kept level with the surface of the paved road at all times. The surface of the DNR road approach must slope from the edge of the paved road at the rate of 2%, unless otherwise directed by the Contract Administrator or shown in the approach permit.

#### 1-43 ROAD WORK AROUND UTILITIES

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

#### **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.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
All roads that	Approach	811	811
inserct County and			
State R/W's			

## 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

## 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

#### 2-4 PASSAGE OF LIGHT VEHICLES

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

## 2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
3+10 Spur	0+00 – 3+10	Grade, shape, compact and remove shoulder vegetation.
PA-I-1000	0+00 – 3+70	Grade, shape, compact and remove shoulder vegetation.
PA-I-1002	0+00 – 2+00	Grade, shape, compact and remove shoulder vegetation.
PA-I-4000	8+05 – 20+65	Grade, shape, compact and remove shoulder vegetation.
11+00 Spur	0+00 - 11+00	Grade, shape, compact and remove shoulder vegetation.

## 2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before start of timber haul.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
PA-I-1002	0+20	Clean inlet and outlet.

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

On the following road(s), Purchaser shall clean and/or construct ditches, headwalls, and catchbasins. Work must be completed before the start of timber haul and must be done in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface is not allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

Road	<u>Stations</u>	Left and/or Right	Comments
3+80 Spur	0+00 - 3+80	Left	Ditching
3+10 Spur	0+00 - 3+10	Right	Ditching
2+00 Spur	0+00 - 2+00	Left	Ditching
4+80 Spur	0+00 - 4+80	Right	Ditching
11+00 Spur	3+15 – 8+35	Left	Ditching
11+00 Spur	3+15 - 11+00	Right	Ditching

## 2-9 REMOVING VEGETATIVE MATERIAL

On the following road(s), Purchaser shall remove all vegetative material, dirt, mud and other debris on the existing road surface with a minimum loss of rock. Material must disposed of as specified in Clauses 4-35 through 4-38.

Road	<u>Stations</u>
3+80 Spur	0+00 – 3+80
3+10 Spur	0+55 – 3+10
PA-I-1002	0+00 - 2+00
2+00 Spur	0+00 - 2+00
4+80 Spur	0+00 – 4+80
11+00 Spur	0+00 - 11+00

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

#### SUBSECTION CLEARING

## 3-5 CLEARING

Purchaser shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries. Clearing outside of these marked right-of-way boundaries must be approved by the Contract Administrator. Clearing must be completed before starting excavation and embankment.

## 3-7 RIGHT-OF-WAY DECKING

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

## 3-8 PROHIBITED DECKING AREAS

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

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

## SUBSECTION GRUBBING

## 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. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

#### 3-12 STUMP PLACEMENT

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

#### SUBSECTION ORGANIC DEBRIS

#### 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 grubbing limits as shown on the TYPICAL SECTION SHEET.

## 3-21 DISPOSAL COMPLETION

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

#### 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

#### 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

#### 3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this road plan and as directed by the Contract Administrator.

#### SUBSECTION PILE

## 3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 20 feet. Piles must be free of rock and soil.

#### SECTION 4 – EXCAVATION

## 4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction, reconstruction and maintenance work unless stated otherwise within this Road Plan or authorized in writing by the Contract Administrator.

## 4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 1000 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.

## 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 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

Grade limitations and alignment are modified as follows:

		Minimum Curve Radius	<u>Comments</u>
Road	<u>Stations</u>	<u>(ft)</u>	
Elwha Spur	4+25 – 5+25	70'	Centerline staked in the field. Curve widening required. See Dot Permit Requirements in addition.

## 4-4 SWITCHBACK STANDARDS

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

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

## 4-5 CUT SLOPE RATIO

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

	<u>Excavation</u>	Excavation Slope
	Slope Ratio	<u>Percent</u>
Material Type		
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	³ <b>4</b> :1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	<b>½:1</b>	400

#### 4-6 EMBANKMENT SLOPE RATIO

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

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

## 4-7 SHAPING CUT AND FILL SLOPE

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

## 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. Embankment widening is modified as follows:

## 4-10 WIDEN THE EXISTING SUBGRADE

On the following road(s), Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches. Pulling excavation material across the road or mixing in with the existing road surface is not allowed.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
11+00 Spur	3+15	Culvert installation in same location.
		Additional rock provided for widening.

## 4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 45%, 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.

## SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

#### 4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

Purchaser shall construct the subgrade to the dimensions shown on the INTERSECTION DETAIL.

## 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 changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

## 4-22 TURNAROUNDS

Turnarounds must be no larger than 50 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

## 4-23 SUBGRADE FLARE FOR INTERSECTIONS

Intersections shall be constructed/reconstructed to include additional intersection flare.

#### SUBSECTION DITCH CONSTRUCTION

#### 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

## 4-27 DITCH WORK – MATERIAL USE PROHIBITED

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

### 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

## 4-29 DITCHOUTS

Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

## SUBSECTION WASTE MATERIAL (DIRT)

#### 4-35 WASTE MATERIAL DEFINITION

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

## 4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites.

## 4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

## SUBSECTION BORROW

## 4-47 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 12 inches in any dimension.

## 4-48 BORROW MATERIAL

Borrow material may not contain more than 5% clay, organic debris, or trash by volume.

## SUBSECTION SHAPING

#### 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.

#### 4-56 DRY WEATHER SHAPING

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

## SUBSECTION COMPACTION

## 4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment segments too narrow to accommodate equipment.

## 4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width, except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before before placement of rock.

### 4-62 DRY WEATHER COMPACTION

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

## 4-63 EXISTING SURFACE COMPACTION

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

# 4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

### 4-65 CULVERT BACKILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

## 4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

#### SECTION 5 – DRAINAGE

## 5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

## SUBSECTION CULVERTS

## 5-5 CULVERTS

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

## 5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other culverts must have new culverts installed. Purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation. Culverts must meet the specifications in Clauses 10-15 through 10-23.

Road	<u>Stations</u>
3+80 Spur	0+00
PA-I-1002	0+20
2+00 Spur	0+20
4+80 Spur	0+00

## 5-12 UNUSED MATERIALS STATE PROPERTY

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

# SUBSECTION CULVERT INSTALLATION

## 5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL SHEET, TYPICAL TYPE NS NP CULVERT INSTALLATION DETAIL SHEET, 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". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

## 5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the District Engineer or his/her designee for the installation of culverts 30 inches in diameter and over before backfilling.

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

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

#### 5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than <18> inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

## SUBSECTION ENERGY DISSIPATORS

## 5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters at all culverts on the CULVERT AND ROCK LIST that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator.

Rock used for energy dissipaters must weigh at least 10 pounds. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. Placement must be with a zero-drop-height method only.

## SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

## 5-25 CATCH BASINS

Purchaser shall construct catch basins to resist erosion. Minimum dimensions of catch basins are 1-2 feet wide, 1-2 feet deep and 2-4 feet long.

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

Purchaser shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

#### SECTION 6 – ROCK AND SURFACING

## SUBSECTION ROCK SOURCE

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

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(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. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	Rock Type
Place Pit	T31N R07W Sec. 33	3" minus Crushed, Pit Run, Oversize

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

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Stockpile volumes are estimated values. If the 3" minus Crushed stockpile is exhausted before all of the rock called for has been removed, then the remaining rock shall come from the Pitrun in bank at Place Pit, but not before.

<u>Source</u>	<u>Location</u>	Rock Type	<u>Quantity</u>
3" minus Crushed	Place Pit	3" minus Crushed	1300 yd <sup>3</sup> available

## 6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST shall 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. Prior to approval, purchaser shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

#### SUBSECTION ROCK SOURCE DEVELOPMENT

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

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the rock source.

<u>Source</u>	Rock Type
Place Pit	Pit Run, 3" minus Crushed, Oversize

## 6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

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

#### SUBSECTION ROCK GRADATIONS

#### 6-28 1 1/4-INCH MINUS CRUSHED ROCK

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

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

## 6-33 3-INCH MINUS CRUSHED ROCK

% Passing 3" square sieve	100%
% Passing 2" square sieve	65 - 95%
% Passing 3/4" square sieve	28 - 70%
% Passing U.S. #4 sieve	10 - 35%
% Passing U.S. #200 sieve	0 - 10%

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

# 6-41 PIT RUN ROCK

Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

# 6-43 QUARRY SPALLS

% Passing 8" square sieve	100%
% Passing 3" square sieve	40% maximum
% Passing 3/4" square sieve	10% maximum

Rock may not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

## 6-52 OVERSIZE

% Passing 8" so	quare sieve	100%
% Passing 4" so	quare sieve	0%

Rock shall not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

#### SUBSECTION ROCK MEASUREMENT

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

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are estimated truck 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.

#### SUBSECTION ROCK APPLICATION

#### 6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade drainage installation included grading and compaction before rock application.

### 6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

## 6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply rock in accordance with the quantities shown on the ROCK LIST.

Road	<u>Stations</u>	Rock Type	<u>Amount</u>
PA-I-1000	0+00 - 3+70	1 ¼" minus Crushed	20 cubic yards
PA-I-4000	0+00 - 20+65	1 ¼" minus Crushed	100 cubic yards

## 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.

### 6-76 DRY WEATHER ROCK COMPACTION

On the following roads, The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

## 6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

#### SUBSECTION DUST ABATEMENT

## 6-80 WATERING FOR DUST ABATEMENT

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

## SECTION 7 – STRUCTURES

## **SUBSECTION SIGNS**

## 7-1 SIGN INSTALLATION

Purchaser shall purchase, install, and maintain the following road signs. Signs must be installed a minimum of 7 days before road operations. Signs must comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Elwha Spur	0+00	Two temporary "Truck Crossing"
		warning signs shall be installed on each
		side of the road approach along HWY
		112. See DOT permit for further
		details.

## 7-2 SIGN INSTALLATION (NON-HIGHWAY)

The Purchaser shall be responsible for the purchase, installation, and maintenance of the following road signs. Signs shall be installed a minimum of 7 days before road activity, or as required by permit by the County.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
3+80 Spur, 2+00 Spur,	At approaches	See County Road Approach Permit
4+80 Spur		Requirements
3+10 Spur	2+00, 3+10	Two temporary "ROAD WORK AHEAD" signs. One sign shall be installed at each of the stations listed for the Colville Trail System.
11+00 Spur	2+00, 11+00	Two temporary "ROAD WORK AHEAD" signs. One sign shall be installed at each of the stations listed for the Olympic Adventure Trail System.

#### SUBSECTION GATE CLOSURE

#### 7-70 GATE CLOSURE

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

## SUBSECTION GATES AND FENCES

#### 7-75 GATE MAINTENANCE

Purchaser shall conduct gate maintenance as listed. Purchaser shall remove all old gate material from state land before the termination of the contract.

Road	<u>Station</u>	<u>Requirements</u>
3+10 Spur	0+55	Grease all lubrication points.
PA-I-1000	0+45	Grease all lubrication points.
PA-I-4000	8+05	Grease all lubrication points. Gate shall be painted Safety Yellow color using high gloss alkyd enamel paint. Prior to painting, surfaces shall be prepared by cleaning, sanding and removing all loose rust and paint. All surfaces shall be dry at the time of painting. Two coats of paint shall be applied, using the procedures described in the product instructions, with a minimum of eight hours drying time between coats.

## **SECTION 8 – EROSION CONTROL**

# SUBSECTION REVEGETATION

## 8-15 REVEGETATION

Purchaser shall spread grass seed and straw and/or hay mulch on all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pullback areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of covering must be approved in writing by the Contract Administrator.

# 8-16 REVEGETATION SUPPLY

The Purchaser shall provide the all seed, mulch, straw and/or hay, matting etc..

#### 8-17 REVEGETATION TIMING

Purchaser shall revegetate during the first available opportunity. 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. Soils shall not be allowed to sit exposed during any rain event.

## 8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover over the revegetated area. The protective cover may consist of but not be limited to, such items as dispersed straw and/or hay mulch 3" thick or jute matting. Seed must be covered before the first anticipated storm event.

## 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/or straw and/or hay mulch in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed and/or straw and/or hay mulch at no additional cost to the state.

## SUBSECTION SEED, FERTILIZER, AND MULCH

## 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 60 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

Kind and Variety of Seed in Mixture	% by Weight	Minimum % germination
Perennial Rye	35-45	90
Red Fescue	30-40	90
Highland Bent	5-15	85
White Clover	10-20	90
Inert and Other Crop	0.5	

#### SECTION 9 – POST-HAUL ROAD WORK

## SUBSECTION STRUCTURES

## 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.

## SUBSECTION POST-HAUL MAINTENANCE

# 9-5 POST-HAUL MAINTENANCE

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

Road	<u>Stations</u>	Additional Requirements
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
PA-I-1000	0+00 – 3+70	Apply post haul rock per Clause 6-72.
PA-I-4000	0+00 – 20+65	Grade road shape and compact as directed by the Contract Administrator. Apply post haul rock per Clause 6-72.
3+80 Spur	0+00 – 3+80	
PA-I-1002	0+00 - 2+00	Decommission as per Clause 9-20
2+00 Spur	0+00 - 2+00	
4+80 Spur	0+00 - 4+80	
Elwha Spur	0+00- 7+25	

# SUBSECTION DECOMMISSIONING AND ABANDONMENT

## 9-20 ROAD DECOMMISSIONING

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

Road	<u>Stations</u>	<u>Type</u>
3+80 Spur	0+00 - 3+80	Light Decommissioning
PA-I-1002	0+00 - 2+00	Light Decommissioning
2+00 Spur	0+00 - 2+00	Light Decommissioning
4+80 Spur	0+00 - 4+80	Light Decommissioning
Elwha Spur	0+00- 7+25	Light Decommissioning

#### 9-22 LIGHT DECOMMISSIONING

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 300 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 3-inch deep layer of straw and/ or hay.
- See DOT and County permits for additional decommissioning work requirements.

#### **SECTION 10 MATERIALS**

## **SUBSECTION GEOTEXTILES**

#### 10-2 GEOTEXTILE FOR SEPARATION

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for separation. Material must be free of defects, cuts, and tears.

	ASTM Test	<u>Requirements</u>
Туре		Non-woven
Apparent opening size	D 4751	No. 30 max
Water permittivity	D 4491	0.02 sec <sup>-1</sup>
Grab tensile strength	D 4632	160 lb
Grab tensile elongation	D 4632	>= 50%
Puncture strength	D 6241	310 lb
Tear strength	D 4533	50 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

#### 10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles are not allowed. Material must be free of defects, cuts, and tears.

	ASTM Test	<u>Requirements</u>
Туре		Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec <sup>-1</sup>
Crab tancila strangth	D 4632	180 lb in machine direction,
Grab tensile strength	D 4032	100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

## SUBSECTION CULVERTS

#### 10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be aluminized (aluminum type 2 coated meeting AASHTO M-274).

## 10-17 CORRUGATED PLASTIC CULVERT

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

#### 10-21 METAL BAND

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

#### 10-22 PLASTIC BAND

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

# 10-23 RUBBER CULVERT GASKETS

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

## 10-24 GAUGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 <sup>2</sup> / <sub>3</sub> " X <sup>1</sup> / <sub>2</sub> "
24" to 48"	14 (0.079")	2 <sup>2</sup> / <sub>3</sub> " X <sup>1</sup> / <sub>2</sub> "
54" to 96"	12 (0.109")	5" X 1"

# **SECTION 11 SPECIAL NOTES**

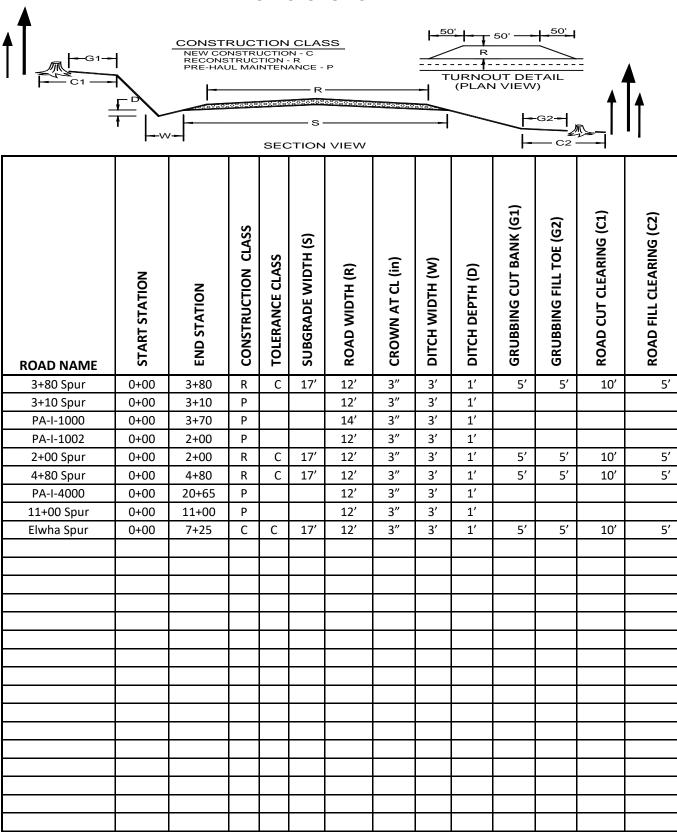
# 11-7 WSDOT ROAD PERMIT REQUIREMENTS

All Washington State Department of Transportation (WSDOT) permit requirements must be followed. This includes posting, correspondence with the WSDOT and construction.

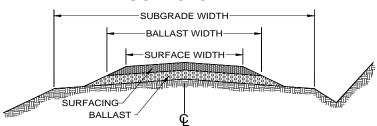
## 11-8 COUNTY ROAD APPROACH PERMITS

All county road approach permits must be followed. This includes posting, correspondence with the Clallam County and construction.

# **TYPICAL SECTION SHEET**



# **ROCK LIST SHEET**



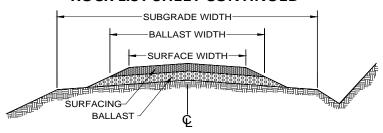
## **SECTION VIEW**

- 1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
- 2. All depths are compacted depths.
- 3. Rock slopes shall be 1½ (H): 1 (V).
- 4. All rock sources are subject to approval by the Contract Administrator.
- 5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
- 6. Rock sources= Rock sources= 1: Place Pit Pitrun 2: Place Pit 3" minus Crushed, 3: Commercial Pit 1 1/4" minus Crushed,

4: Place Pit Oversize, 5: Commercial Quarry Spalls

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE		Crushed DEPTH (in)		Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Ouantitv(vd³।
3+80 Spur															
Lift	0+00	3+80	17						2	12	6	35	140		
Culvert Install	0+00								2				20		
Approach	0+00								3				50		
PA-I-1000															
POST HAUL	As directed								3				20		
PA-I-1002															
Lift	0+00	2+00							2	12	3	15	30		
Spot Patch	0+50								2				20		
2+00 Spur															
Lift	0+00	2+00	17						2	12	6	35	70		
Approach	0+00								3				50		
Culvert Install	0+20								2				30		
Totals:								<u> </u>			2: Pla	ace Pit 3	3": 310		
										3: Co		rcial 1 ½			

# **ROCK LIST SHEET CONTINUED**



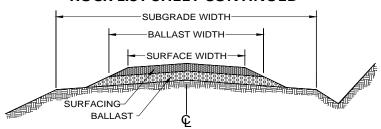
## **SECTION VIEW**

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- 6. Rock sources= 1: Place Pit Pitrun 2: Place Pit 3" minus Crushed, 3: Commercial Pit 1 1/4" minus Crushed,

4: Place Pit Oversize, 5: Commercial Quarry Spalls

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
4+80 Spur	0.00								2				100		
Turnout (across Karpen Road)	0+00								3				100		
Lift	0+00	4+80	17						2	12	6	35	170		
Culvert Install	0+00								2				40		
Approach	0+00								3				50		
Turnaround	1+60								2				50		
PA-I-4000															
POST HAUL	As directed								3				100		
11+00 Spur															
Lift	0+00	11+00							2	12	6	35	390		
Culvert Install/ Road Widening	3+15			1				100						4	2
Turnaround	8+35			1				50							
Culvert Install	9+90			1				20						4	2
Totals:		<u> </u>	<u> </u>			1	: Pitrur	n: 170		<u> </u>	2: Pla	L ce Pit 3"	': 650	4: Ove	rsize = 4
. 3 (4.16)		1. Fittun: 170							3: Commercial 1 ¼": 250						

# **ROCK LIST SHEET CONTINUED**



#### **SECTION VIEW**

- 1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
- 2. All depths are compacted depths.
- 3. Rock slopes shall be 1½ (H): 1 (V).
- 4. All rock sources are subject to approval by the Contract Administrator.
- 5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
- 6. Rock sources= 1: Place Pit Pitrun 2: Place Pit 3" minus Crushed, 3: Commercial Pit 1 1/4" minus Crushed,

4: Place Pit Oversize, 5: Commercial Quarry Spalls

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(vd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
Elwha Spur															
Approach	0+00								5				50		
Lift	0+00	1+00	DOT	1	12	12	70	70	5	12	6	40	40		
Culvert Install	0+15			1				40							
Lift	1+00	7+25	17	1	12	12	70	440	2	12	6	35	220		
Curve Widening	4+25	5+25							2				50		
Turnaround	6+25			1				100							
															_
Totals:		1: Pitrun: 650						ո։ 650	2: Place Pit 3": 270						
									5: C	omme	rcial C	uarry Sp	alls: 90		

## **ROCK LIST SHEET GRAND TOTALS**

SOURCE	ТҮРЕ	TOTAL AMOUNT (yd³)
1: Place Pit	Pit Run	820
2: Place Pit	3" minus Crushed	1230
3: Commercial	1 ¼" minus Crushed	370
4: Place Pit	Oversize	4
5: Commercial	Quarry Spalls	90

# **CULVERT LIST**

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)	RIP RAP - INLET (cy)	RIP RAP – OUTLET (cy)	BACKFILL MATERIAL	NOTES
3+80 Spur	0+00	18	40				CR	Install
PA-I-1002	0+20							Maintenance: Clean inlet & outlet.
2+00 Spur	0+20	18	40				CR	Install
4+80 Spur	0+00	12	60				CR	Install
11+00 Spur	3+15	18	30		1	1	PR	Install
11+00 Spur	9+90	18	30		1	1	PR	Install
Elwha Spur	0+15	18	60				PR	Install. Bevel ends as per DOT permit requirements.

All rip rap shall be Oversize unless specified in the Rock List, or in the field.

All backfill shall be native material (NT) unless specified otherwise. CR= 3"- crushed rock, PR= Pit Run Rock

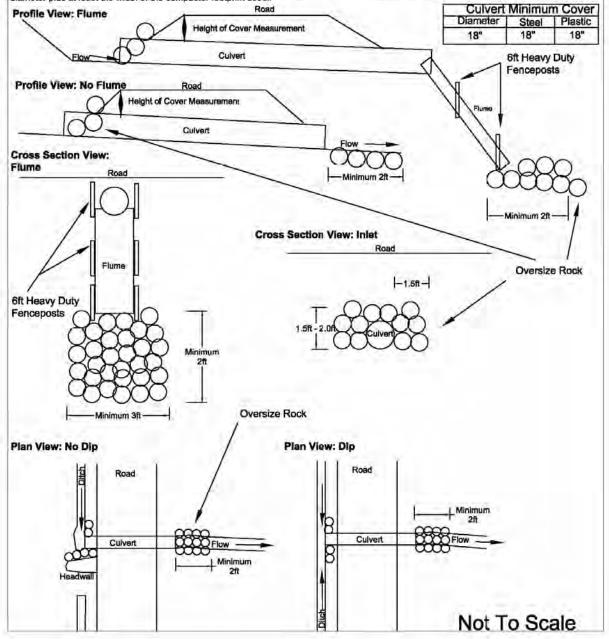
# **COMPACTION LIST**

Road	Stations	Туре	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6,000	3	3
Construction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Culvert Backfill	8"	Jumping Jack		3	
Reconstruction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Post-haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3

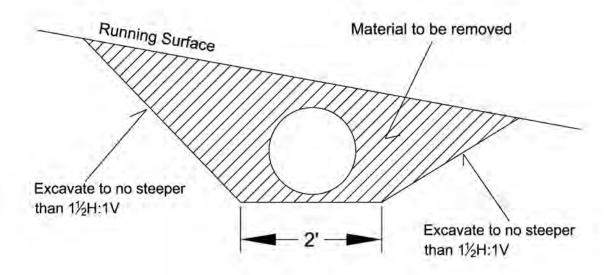
# Typical Cross Drain Culvert Installation Detail Sheet

-Culvert lay shall not exceed 10%.

- -Fiumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- -Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
  -Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipator as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- -Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diarneter plus at least the width of the compactor footprint used.

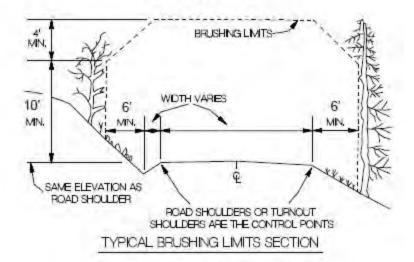


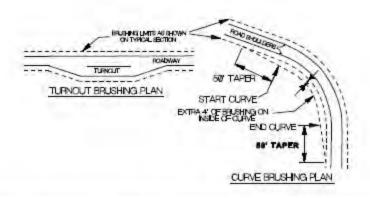
# **CROSSDRAIN REMOVAL DETAIL**



- 1) Excavated material may be wasted on the road surface on the downhill side of the excavation. Waste material shall be sloped at no steeper than  $\frac{1}{2}$  H:1V.
- 2) Resulting trench shall be keyed into the ditchline and sloped towards the outside edge of the road with a drop of at least 1 foot in 10 feet.

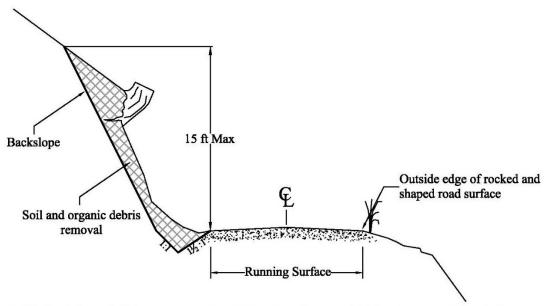
## BRUSHING DETAIL





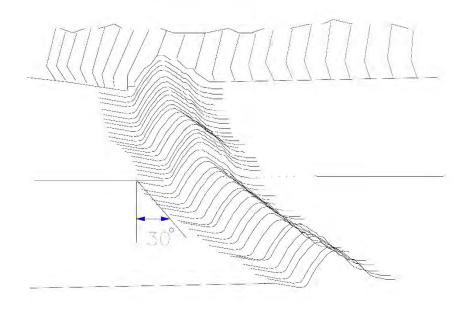
- All vegetation within the brushing limits shall be cut to within 3 inches of the ground, unless otherwise directed by the Contract Administrator
- All brush, trees, limbs, etc. shall be removed from the road surface, cut banks, culvert inlets/outlets, and ditch lines
- All debris that may roll or move into the ditch line shall be removed and placed in a stable location

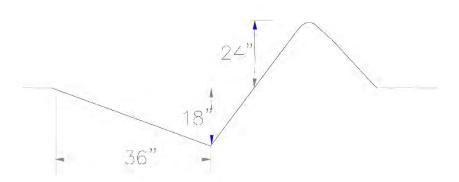
# Ditch Cleaning Detail

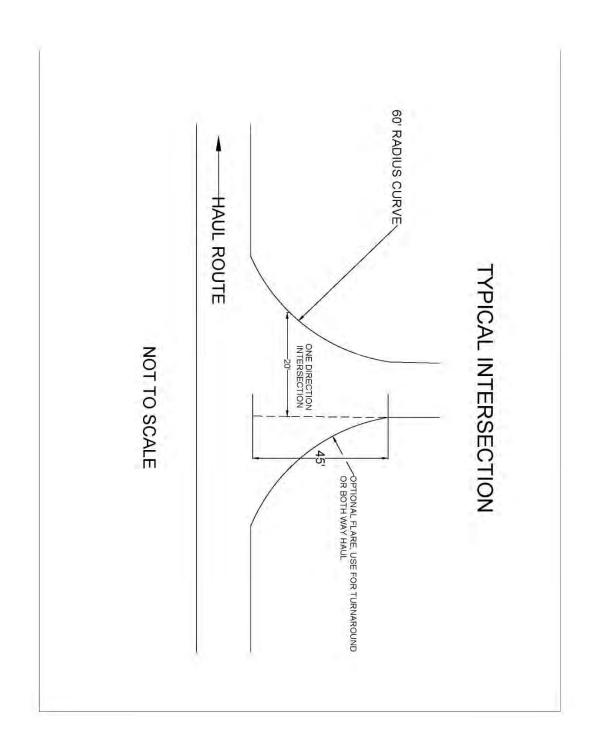


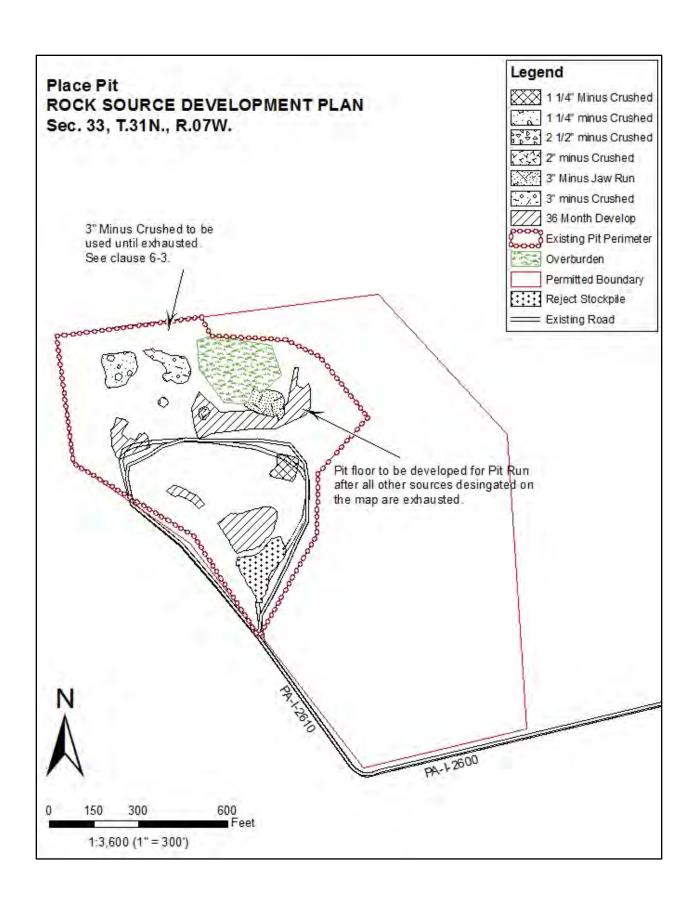
- 1. The backslope shall be no steeper than  $\frac{1}{2}$ :1, unless the material is hardpan or solid rock, in which case it may be  $\frac{1}{4}$ :1.
- 2. If there is sufficient width for the ditch without affecting the cut bank, than removing bank material is not required.
- 3. Bank material above the ditch shall be removed to a maximum height of 15 feet, if needed to meet the requirements of this detail.
- 4. If there is insufficient width to clean or construct a ditch without disturbing more than 15 vertical feet of bank, the Contract Administrator may authorize changes to this plan in order to still meet the intent of having a ditch, while staying within the excavation limits already set.
- 5. Ditch cleaning or construction shall not shrink the running surface of the road.

# NON-DRIVABLE WATER BAR DETAIL









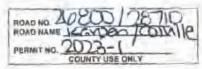
# Place Pit ROCK SOURCE DEVELOPMENT PLAN Sec. 33, T.31N., R.07W. PIT USE REQUIREMENTS

PIT USE REQUIREMENTS include but are not limited to the following:

- 1. Activity and Marbled Murrelet restrictions per Clause 1-25 and Clause 1-27
- 2. Purchaser shall give the Contract Administrator a minimum of 7 days' notice prior to commencing any operations, and prepare an approved ROCK SOURCE DEVELOPMENT PLAN as per **Clause 6-10**.
- 3. Only the quantities and sorts specified in this road plan for this sale may be used or manufactured, unless otherwise approved by the Contract Administrator in writing.
- 4. If Purchaser elects to use rock from a stockpile or from a pit face, Purchaser shall remove no more than the following volume of material (cubic yards truck measure) from the existing stockpile or pit face as shown on the PLAN VIEW and PROFILE VIEW, unless otherwise approved by the Contract Administrator in writing.
- 5. Maintain drainage of the pit floor and all drainage structures within the pit boundaries at all times to the designated settling ponds.
- 6. Excavated face height shall not exceed 15 feet.
- 7. All excavated slopes shall have a 1 1/2:1 backslope or less at the completion of operations.
- 8. A minimum 4 foot high berm shall be constructed and constantly maintained along the upper edge of excavated pit faces. No pit faces shall be left unblocked at any time.
- 9. All operations shall be completed prior to the end of each operating season, including but not limited to: drainage maintenance, sloping of the excavated face, and construction of berms, unless otherwise approved in writing by the Contract Administrator.
- 10. The quality and quantity of rock and materials are not guaranteed.
- 11. All material shall remain the property of the State.
- 12. At the conclusion of operations, Purchaser shall ask the Contract Administrator for written approval of the final rock source condition and compliance with the terms of this plan.
- 13. All operations shall be carried out in compliance with the regulation of: a. Regulations and Standards Applicable to "Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration
- 14. All work shall be conducted according to relevant specifications in this Road Plan, and the Contract Administrator.
- 15. See clause 6-3 for additornal information on th 3" minus Crished stockpile.
- 16. Current Devlopment Plan subject to change due to other pit use activities.

Hallam County Public Works Department 3 East Fourth Street, Suite 8 Port Angeles, WA 98362 5 417-2378 Phone; 360-417-2613 Fex

O FEE Minimum Due With Application



fineled until a legal Road Approach PLEASE PRINT	Building Permit Application	
County Road Karpen Road, Colville		Tax Parcel # .073010130200, 073016130;00. 073009440000
Landowner, WADNR		Prepared By (Agent) AUST/A PAGEL
Mailing Address 411 TILLICUM LA	WE	Address
City State Zip-FORKS, WA 98331	1	City State, Zip
Prone/Celf Phone/Fax 360-540-90		Phone/Cell Phone/Fax
	000	Contractor's Name/Address/Phone
Emaji justin pagni@dnr we gov	73760 77460	Contractor a representativa princip
Short Plat Name & Lot No. 73296		A CONTRACTOR OF THE PARTY OF TH
Do you have critical areas on you STOP. See like Planning Departm	ur pimperiy? Yes [] No piment for a determination i	If "No", proceed with this application, if "Yes", or you are not sura, before you proceed.
ROAD APPROACH PERMISS	SION IS REQUESTED FOR	
Check all that apply below:		Check one item below:
☐ Single-lot drivewey	Permanent access.	Mail permit to Landowner
Multiple-lot driveway	Temporary eccess.	Mail permit to Contractor/Agent
Commercial driveway	Dupgrade of existing	
Agricultural drivewey	Paye Approach	approach.
THE PROPOSED ROAD APPRO	HE DRIVEWAY OR ACCI	MAP (NO LARGER THAN 11" X 17") THAT MARKS THE LOCATION OF PLAN FORM IS PROVIDED. ESS ROAD MUST BE MARKED BY A WOOD STAKE PLACED AT THE THIS FORM. THE STAKE MUST BE LABELED WITH THE NAME OF THE DELAY OF THE PROCESSING OF THIS PERMIT.
conditions stated below or attac	ched Ord Per	approval date to request clarification of ar modification to permit
conditions stated below or attac	Signed Jud Per	Unite 12/12/20222
PERMISSION IS HEREBY	Signed Greek one C	Downer   Contractor   Agent     Amount/Date Paid   Amount/Date   Amount/Dat
PERMISSION IS HEREBY	Signed Greek one C	Contractor   Agent   Amount/Date Paid   AD -   12/12/20222
PERMISSION IS HEREBY (	Signed Check one: C	Date   12/12/20222     Owner   Contractor   Agent     Amount/Date Paid   Receipt # 3   11   12   12   12   12   13   13
PERMISSION IS HEREBY	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Flae!  equived prior to start date 10-424-5555  required when working or I  ired (see back)  ired (see back)  ired (south standards  nto County, road Landown	Cowner   Contractor   Agent
PERMISSION IS HEREBY Inspections Required: The approved Fermin must be purely to the provided of the provided	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Flae!  equived prior to start date 10-424-5555  required when working or I  ired (see back)  ired (see back)  ired (south standards  nto County, road Landown	Commer   Contractor   Agent
PERMISSION IS HEREBY Inspections Required: The approved Fermin must be purely to the provided form of the provided	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Finel  equived prior to start date 10-424-525  required when working or fined (see back)  my location standards  nto County road Landown denninge or leave mail or or	Commer   Contractor   Agent
PERMISSION IS HEREBY (Inspections Required:	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Finel  equived prior to start date 10-424-525  required when working or fined (see back)  my location standards  nto County road Landown denninge or leave mail or or	Commercial Contractor
PERMISSION IS HEREBY (Inspections Réquired:	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Flore!  equived prior to start date 10-424-525  required when working or I  ared (see back)  ay location standards  not County road. Landown  dennings or leave mail or of  MAINTAIN  TECT DOA	Commercial Contractor
PERMISSION IS HEREBY (Inspections Required:	GRANTED DEN  GRANTED DEN  Prior to Cover  posted on site until Final equired prior to start date 10-424-555 required when working or I ired (see back) by location standards nto County road Landown damage or leave mail or of  MAINTAIN  TECT DOA  Conditions:	Contractor   Agent
PERMISSION IS HEREBY (Inspections Required:  PERMISSION IS HEREBY (Inspections Required:  PERMIT CONDITIONS:  The approved Permit must be p.  Underground utility location in the provide of way (see back).  Traffic control signs are required. Must comply with County road.  TEMP ACCESS.  Critical Areas Checked (Inspection of County road).  Certified flag person required at County with County with County with County with County road.  Certified flag person required at County with Coun	GRANTED DEN  GRANTED DEN  GRANTED DEN  Prior to Cover  posted on alte until Final  equired prior to start date  10-42-5555  required when working of I  ared (see back)  are loaden standards  find County road Landown  domaige or leave mail or of  MAINTAIN  TECT DOA  Conditions:  at all times (see back)  as needed (see back)  as needed (see back)  as needed (see back)	Description
PERMISSION IS HEREBY Inspections Required:  Inspections Required:  The approved Permit must be purely to the provider of the p	GRANTED DEN  GRANTED DEN  GRANTED DEN  Prior to Cover  posted on alte until Final  equired prior to start date  10-42-5555  required when working of I  ared (see back)  are loaden standards  find County road Landown  domaige or leave mail or of  MAINTAIN  TECT DOA  Conditions:  at all times (see back)  as needed (see back)  as needed (see back)  as needed (see back)	Commert   Contractor   Agent

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Revised February 2023

#### CLALLAM COUNTY ROAD APPROACH PERMIT INSTRUCTIONS AND CONDITIONS FOR APPLICANTS

Persons dealring to install road approaches onto County property, including County roads, shall first file a "Ciatlam County Road Approach Permit" with the County Engineer and shall obtain approval <u>prior</u> to beginning work. The work and materials shall conform to the conditions below, the conditions stated on the face of the permit, and shall conform to the requirements on the detail sheet for residential applications, whichever is applicable.

UPON COMPLETION OF THE WORK, THE APPLICANT SHALL NOTIFY THE COUNTY PUBLIC WORKS DEPARTMENT AT (360) 417-2379 FOR FINAL INSPECTION AND APPROVAL.

#### PERMIT CONDITIONS

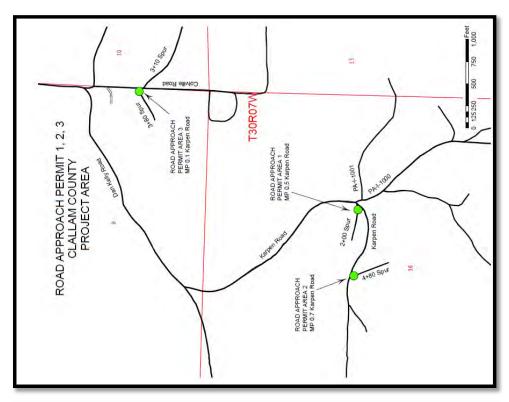
- The applicant, designated herein as the "grantee", his agents, successors and assigns, shall have the right and, authority to enter
  upon the right of way of the County road, street, alley, public place or structure as indicated on the front of this form, for the
  purpose of doing such work as applied for, and approved by the County Engineer.
- The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic
  during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by
  the County Engineer prior to start of work and shall be subject to the inspection of the County Engineer so as to assure proper
  compliance with the terms of this permit.
- The grantee shall commence work within 30 days after the granting of this permit, if the grantee shall have not completed the installation by the date specified on the permit, the rights herein conferred shall cease and terminate unless additional time is requested by the grantee and approved by the county.
- The grantee shall leave all roads, streets, elleys, public places, and structures effer installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
- 5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.
- 6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its Installation as permitted trensin, and upon demand the grantee shall pay to the County all costs of such work and material.
- 7. If at any time the County deems it advisable to widen, grade, regrade, plant, pave, improve, after or repair any road, street, public place or structure, the County will not be obligated to spend time nor money due to the permitted installation. The grantse will, at his own sole cost and expense, relate, lower, change, move or reconstruct such installation to conform to the plans or work contemplated or ordered by the County.
- 6 If upon written notice by the County Engineer the grantee talls to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be born by the grantee.
- 9. All such changes, reconstruction or refocation by the grantees shall be done in such a manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no wise be held libble for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may critect, his interests.
- 10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the County from granting other permits of franchise rights of like or other nature to other public or private antities, nor shall it prevent the County from using any of its roads, street, public places for any and all public use, or affect its jurisdiction over all or any part of them.
- 11. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
- 12. The County Engineer may revoke, anoul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through withit or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
- 13. The Board of County Commissioners may at any time, change, amend, modify, or terminate any of the conditions herein enumerated so as to conform to any state statute or county regulation pertaining to the public welfare, safety, health, or highway regulations as are, or may hereinafter bet enacted, adopted or amended, etc. The Board may terminate this permit if grantee fails to comply with any such changes.
- 14. In accepting this permit the grantee agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.
- 15. In accepting this permit the grantee, his agents, successors and assigns, agrees to protect and save harmless the County from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said County for damages arising out of or by reason of any of the above causes, the grantee, his agents, successors or assigns will upon written notice to him or them or commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the County.
- All workers and/or flaggers within the right of way shall wear high visibility apparel per the 2009 MUTCD (available online) or subsequent revisions.
- Traffic control signs are required, and shall conform to the standards specified in the 2009 MUTCD (available online) or subsequent revisions.

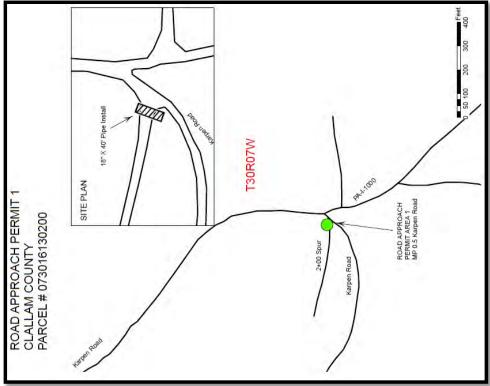
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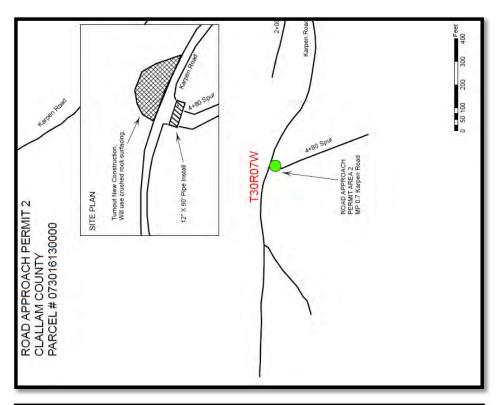
# LAMINATED PERMIT NEEDS TO BE POSTED ON SITE UNTIL FINAL INSPECTION HAS BEEN SIGNED OFF. CALL 360-417-2379 FOR FINAL.

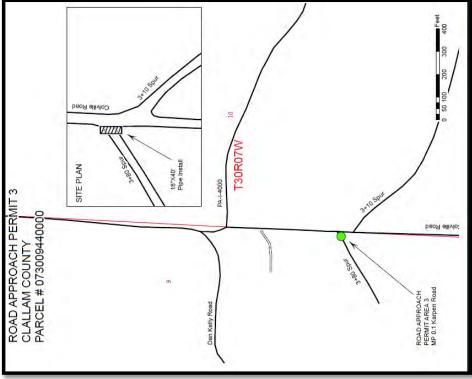




Power Plant Timber Sale Contract No. 30-104354

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	ansportation		d Access Highy ithin an Incorporated	
Name and Address of Applicant		Permit Number	ithiii an incorporated	City of Tow
Dept of Natural Resources		ACP-61378		
c/o Ben Stein		State Route	Mile Post	Teas.
411 Tillicum Lane		112		Right
Forks, WA 98331		Region Olympic	County Clallam	
Property Address (If different from above	۵۱			
	0/	Primary Tax Par	nnection: Yes X	Vo
No established address		073010330000		
		075010550000		
Email		Additional Tax P	arcel Numbers (if applicable	e)
ben.stein@dnr.wa.gov				
Telephone 360.640.8794				
Project Name (If Applicable)		Lot#	Gov. Lot#	
A Service and the Anti-Manufacture (		6.400		
Average Weekday Vehicle Trip E	ends (AWDVTE) not to exceed:	30 Approach wid	Ith not to exceed 50	feet wide
Public Land Survey System (PLS	of the Standard Constitution of Different	f Section 10 Towns		∏E⊠V
Permit Category	Permit Type	- C. CO POWER	Access Highway Cla	
	Conforming Permit		0' Minimum Approach S	
1 - Minimum Connection	Non-Conforming Permit		Minimum Approach Sp	
2 - Minor Connection	Variance Permit		Minimum Approach Sp	
3 - Major Connection			Minimum Approach Sp	
4 - Temporary Connection			' Minimum Approach Sp ' Minimum Approach Sp	
4 - Temporary Connection This Access Connection Permit serves: Temp Connection for Timber Harves	est and Replant; LT IN/RT OUT Or	Class 5 - 125	Minimum Approach Sp	e care to
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# **General Provisions**

#### 1. INDEMNIFICATION

The Permit Holder, its heirs, successors and assigns, agrees to indemnify, defend, and hold harmless the State of Washington and its officers, employees, and agents from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that: (1) arise out of or are incident to any acts or omissions by the Permit Holder, its agents, contractors, tenants, invitees, licensees, and/or employees, in the use of the state highway right-of-way as authorized by the terms of this Permit, and/or (2) are caused by the breach of any of the conditions of this Permit by the Permit Holder, its agents, contractors, tenants, invitees, licensees, and/or employees. The Permit Holder, its heirs successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington and its officers, employees, and/or agents if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its officers, employees, and/or agents, provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers, employees, and/or agents and (b) the Permit Holder, its agents, contractors, tenants, invitees, licensees, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permit Holder, its agents, contractors, tenants, invitees, licensees, and/or employees.

The Permit Holder agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation and/or maintenance work authorized by this permit. For this purpose, THE PERMIT HOLDER BY MUTUAL NEGOTIATION HEREBY WAIVES WITH RESPECT TO THE STATE OF WASHINGTON ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF CHAPTER 51.12 RCW.

The Permit Holder further agrees that the proper performance, safe conduct, and adequate policing and supervision of the work authorized by this permit shall not be lessened or otherwise affected by WSDOT's approval of the plans, specifications, or work authorized by this permit, or by the presence at the work site of WSDOT representatives, or by compliance by the Permit Holder with any requests or recommendations made by such representatives. This indemnification and waiver shall survive the termination of this Permit.

#### 2. REQUIRED PROPERTY RIGHTS

If the parcel(s) served by this permit does not abut the state highway, the Permit Holder must provide legally recorded easements or other property rights that grant a continuous right of access between this parcel(s) and the state highway right-of-way as required by WAC 468-51-030(2). The Permit Holder shall provide copies of these documents to WSDOT before beginning any work authorized under this permit.

#### 3. PERMIT TYPES

There are three types of Access Connection Permits – Conforming, Non-Conforming, and Variance Access Connection Permits. A brief description of each of these three types of permits is as follows:

- Conforming Access Connection Permits (WAC 468-51-020(4)) meet current WSDOT location, spacing, and design criteria standards at the time of the permit application submittal.
- Nonconforming Access Connection Permits (WAC 468-51-100) do not meet WSDOT's location and spacing criteria standards at the time of the permit application submittal, but denial would leave the property without reasonable access onto the public road system. Nonconforming Access Connection Permits may continue only until WSDOT determines that a Conforming Access Connection can be constructed, in such case the Nonconforming Access Connection shall be removed
- Variance Access Connection Permits (WAC 468-51-105) are a special nonconforming or additional access
  connection permit issued for a location not normally permitted by WSDOT standards current at the time of
  permit application. A Variance Access Connection Permit may be issued only after an engineering study
  demonstrates to the sole satisfaction of WSDOT, that the connection will not adversely affect the safety,
  maintenance, or operation of the state highway in accordance with its assigned classification. A Variance
  Access Connection Permit may only be issued for Class 2 thru Class 5 highways and may remain unless a
  new permit is required due to changes in property site use or unless WSDOT modifies, revokes, or closes the
  permit pursuant to WAC 468-51-120.

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#### 4. OTHER PERMITS, FRANCHISE RIGHTS, AND AGREEMENTS

This permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting other permits, franchise rights, and/or agreements or from entering into other permits, franchise rights, and/or agreements of like or other nature with other public or private companies or individuals for the use of the state highway right-of-way, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

#### 5. PERMITS FROM OTHER AGENCIES

The Permit Holder shall be responsible for obtaining all necessary Federal, State, and Local Permits including, but not limited to, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, Washington State Department of Natural Resources, and U.S. Army Corps of Engineers permits or other approvals required prior to beginning any of the work authorized in this permit. The Permit Holder shall defend and hold harmless the State of Washington, its officers and employees, for any fines, costs, or other amounts should the Permit Holder fail to obtain all required permits.

#### 6. PERMIT HOLDER'S REPRESENTATIVE

Should the Permit Holder not be present during any of the work authorized by this permit, the Permit Holder shall designate a representative that has either the legal authority to represent the Permit Holder or the authority to make decisions on behalf of the Permit Holder with respect to the work authorized by this permit. The Permit Holder, at its own expense, shall adequately police and supervise all work authorized by this permit, including but not limited to its contractor, subcontractor, agent, and others, so as not to endanger or injure any person or property. The Permit Holder or the Permit Holder's representative shall be present during any active construction or maintenance work authorized by this permit. Failure to comply with this provision may result in WSDOT restricting any further work by the Permit Holder within the state highway right-of-way until this requirement is met.

#### PRE-CONSTRUCTION CONFERENCE

The Permit Holder shall not start any construction on state highway right-of-way without first having a preconstruction meeting which shall be attended by WSDOT, the Permit Holder or its authorized representative, and the Permit Holder's contractor, if applicable. Unless requested otherwise by WSDOT, the preconstruction conference shall be onsite at the location of the work authorized by this permit.

#### 8. WSDOT NOTIFICATION

The Permit Holder shall notify WSDOT a minimum of five (5) working days prior to, including but not limited to: the preconstruction conference; the beginning of any construction work; the implementation of any traffic control plan that closes or restricts a sidewalk, pathway, trail, highway shoulder, or traveled lane of the state highway; submittal of a new or revised traffic control plan, any extension of allowed working hours or days; and the final inspection upon completion of the construction.

Working days, for the purposes of notifying WSDOT of any work or other activity as authorized by this permit, are the weekdays Monday through Friday, excluding legal holidays

#### 9. PERMIT DOCUMENTS ON SITE

A complete copy of this permit, protected from the elements, shall be readily available any time active construction work is being performed as authorized by this permit. The permit shall be shown, upon request, to any state representative or law enforcement officer. Failure to comply with this provision may result in WSDOT restricting any further work by the Permit Holder within the state highway right-of-way until said requirement is met.

# 10. TRAFFIC CONTROL PLANS

The Permit Holder shall not implement any traffic control plans (TCP) on state highway right-of-way without WSDOT's prior written approval. It is the Permit Holder's responsibility to plan, conduct, and safely perform the work authorized by this permit. Should additional TCP's be needed for the construction and/or maintenance of the work authorized by this permit, the Permit Holder shall submit work-specific traffic control plans to WSDOT for review and written approval.

A wide range of pedestrians might be affected by traffic control zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. Bicyclists may also be impacted. The Permit Holder shall implement all reasonable means of traffic control necessary to adequately accommodate these needs if they can be reasonably expected to be encountered during the work authorized by this permit.

All traffic control plans shall be in compliance with the current editions of the Washington State Department of Transportation (WSDOT) Work Zone Traffic Control Guidelines and Federal Highway Administration-approved Manual on

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Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

The WSDOT Work Zone Traffic Control Guidelines (M54-44) may be accessed at: http://www.wsdot.wa.gov/Publications/Manuals/M54-44 htm

The MUTCD, including modifications for Washington State, may be accessed at: http://www.wsdot.wa.gov/Coerations/Traffio/mutcd.htm

#### 11. CHANGES TO TRAFFIC CONTROL PLANS

WSDOT reserves the right to immediately modify, suspend, or revoke any traffic control plan or work authorized under this permit, including but not limited to lane closures and shoulder closures due to unexpected conditions or other circumstances which WSDOT determines is in the best interests of the state and/or safety of the traveling public. All costs associated with a modification, suspension, or revocation shall be borne solely by the Permit Holder, WSDOT shall in no way be held liable for any delays, costs, or other damages to the Permit Holder by reason of any such WSDOT action.

#### 12. TRACKING OF MATERIAL

The Permit Holder shall maintain the surface of the access connection to prevent the tracking of material onto any portion of the state highway, including the traveled lanes and shoulders of the highway. Any tracking of material onto the highway, such as mud or debris, shall be immediately cleaned up by the Permit Holder in accordance with RCW 46.61.655. Should the Permit Holder fail to immediately correct or clean up material tracked onto the state highway after receiving written notice from WSDOT, WSDOT reserves the right to perform the necessary work to preserve the state highway right-of-way or for the protection of the traveling public or pedestrians. If WSDOT performs the work as provided herein, the Permit Holder agrees to make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice. If WSDOT chooses not to perform the work, WSDOT may initiate an action to revoke this permit as provided as provided by WAC 468-51.120.

#### 13. EROSION AND SEDIMENTATION CONTROL

The Permit Holder shall comply with the Washington State Department of Transportation Highway Runoff Manual (HRM) and implement Best Management Practices (BMP's) to reduce erosion, trap sediment, and ensure that sediment-laden water does not leave the work site. The HRM establishes minimum requirements and provides uniform technical guidance for avoiding, minimizing, and/or mitigating potential water resource impacts. All water discharges to or from the state highway right-of-way due to the work activities authorized by this permit shall conform to all applicable federal, state, and local water quality regulations.

The Washington State Department of Transportation Highway Runoff Manual, M31-16, may be accessed at: <a href="http://www.wsdot.wa.gov/Publications/Manuals/M31-16">http://www.wsdot.wa.gov/Publications/Manuals/M31-16</a>, htm

# 14. CULTURAL RESOURCES

If any archaeological or historical resources are revealed due to the work authorized under this permit, the Permit Holder shall immediately stop work and notify WSDOT's representative and retain a United States Government Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuation of the work.

# 15. UTILITY IMPACTS

All manholes, valve covers, catch basins, utility boxes, or other similar utility appurtenances impacted by the work authorized in this permit that do not require a separate WSDOT Utility Permit or Utility Franchise shall be constructed, modified, or repaired to match the highway shoulder slope and if outside the highway shoulder shall match the adjacent terrain as required by WSDOT. Any WSDOT inspection or concurrence of this work shall be for the sole benefit of WSDOT and not for the Permit Holder or any third party. The Permit Holder shall make a timely application for any WSDOT-issued Utility Permit, Utility Franchise, or an amendment to an existing utility permit or franchise. Failure to obtain any required Utility Permit, Utility Franchise, or an amendment to an existing utility permit or franchise in a timely manner may result in WSDOT delaying the work authorize by this permit until such time that the require documents are obtained. The Permit Holder agrees on behalf of itself, its successors, assigns, tenants, invitees, licensees, contractors, agents and/or employees, that WSDOT shall in no way be held liable for any delays, costs, or other damages to the Permit Holder or its successors, assigns, contractors, tenants, invitees, licensees, employees and/or agents by reason of any action taken by WSDOT pursuant to this section.

Additional guidance in accommodating utilities within state highway right-of-way may be found in the current editions of the Washington State Department of Transportation Utilities Accommodations Manual M22-86 and WSDOT Utilities Manual M22-87.

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The WSDOT Utilities Accommodations Manual, M22-86, may be accessed at: http://www.wsdot.wa.govPublications/Manuals/M22-86 htm.

The WSDOT Utilities Manual, M22-87, may be accessed at: http://www.wsdot.wa.gov/Publications/Manuals/M22-87.html

#### 16. SURVEY MONUMENTS

The Permit Holder shall not disturb, remove, or destroy any existing survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Permit Holder further agrees that all WSDOT control and alignment monuments may not be disturbed, removed, or destroyed unless specifically authorized by this permit or pursuant to WSDOT's prior written approval. Any reset survey Monument shall be set by or under the direct supervision of a Professional Land Surveyor who has an active professional license with the State of Washington.

A listing of Survey Monuments may be accessed at WSDOT's Geographic Services Office Website http://www.wsdot.wa.gov/monument/searchBroad.aspx

#### 17. DELAY TO WSDOT WORK

All work authorized by this permit shall be done in such a manner by the Permit Holder as will cause the least interference with any of WSDOT's or it's contractor's work on the state highway. The Permit Holder agrees on behalf of itself, its successors, assigns, tenants, invitees, licensees, contractors, agents and employees, that WSDOT shall in no way be held liable for any delays, costs, or other claims or damages by the Permit Holder or its successors, assigns, tenants, invitees, licensees, contractors, agents and/or employees occasioned by WSDOT's or its contractor's work on the state highway right of way.

# 18. MATERIALS AND WORKMANSHIP

All material and workmanship shall conform to the current edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, and shall be subject to inspection and concurrence by WSDOT. Any WSDOT inspection or acceptance shall be for the sole benefit of WSDOT and not for the Permit Holder or any third party.

The Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction (M41-10) may be accessed at: http://www.wsdot.wa.gov/Publications/Manuals/W41-10.htm

# 19. PERMIT MODIFICATIONS, AMENDMENTS, CHANGES AND/OR CORRECTIONS

WSDOT reserves the right to require permit modifications, amendments, changes and/or corrections should the authorized construction not conform with WSDOT's current Standard Specifications for Road, Bridge, and Municipal Construction, WSDOT's Standard Plans, WSDOT's Design Manual, the permit Special Provisions and/or if unexpected construction site conditions are encountered prior to or during the performance of the work authorized by this permit. The Permit Holder is required to obtain WSDOT's prior review and written approval for any proposed changes to the permit. Permit Holder agrees on behalf of itself, its successors, assigns, tenants, invitees, licensees, contractors, agents and employees, that WSDOT shall in no way be held liable for any delays, costs, or other claims or damages to the Permit Holder or its successors, assigns, tenants, invitees, licensees, contractors, agents and/or employees, should WSDOT require any modifications, amendments, changes and/or corrections to the permit.

#### 20. STORAGE OF EQUIPMENT AND MATERIALS

The Permit Holder shall not place or store any equipment and/or materials within the state highway right-of-way unless specifically authorized by this permit or in writing by WSDOT, and any placement or storage of any equipment and/or materials, if allowed, shall only be during the active construction phase of the work authorized by this permit.

# 21. CONSTRUCTION AND MAINTENANCE WORKING DAYS - SUSPENSION OF WORK

The Permit Holder shall not perform work on a Saturday, Sunday or a legal holiday, unless specified elsewhere in this permit or by WSDOT in writing. RCW 1.16.050 lists the following days as the observed legal holidays and their common names:

- · First day in January New Year's Day
- · Third Monday of January Martin Luther King Jr's Birthday
- · Third Monday of February President's Day
- · Last Monday of May Memorial Day
- · Fourth day of July Fourth of July
- · First Monday in September Labor Day

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- · Eleventh day of November Veterans' Day
- · Fourth Thursday in November -- Thanksgiving Day and the day immediately following
- · Twenty-fifth day of December Christmas Day

#### 22. FAILURE TO COMPLETE WORK IN A TIMELY MANNER

The Permit Holder agrees to complete the work authorized by this permit within 120 days, unless an extension of time is granted in writing by WSDOT. Should the Permit Holder fail to complete the work within the approved time limit, WSDOT shall determine what work must be completed to restore the state highway right-of-way back to a condition and configuration that is safe for public use. Should the Permit Holder fail to immediately finish the work authorized by this permit or to restore the state highway right-of-way back to a condition and configuration that is safe for public use after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary work to preserve the state highway for public use and for the safety of the traveling public. If WSDOT performs the work, the Permit Holder agrees to make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice. If WSDOT chooses not to perform the work, WSDOT may initiate an action to revoke this permit as provided as provided by WAC 468-51 120, as well as recover all costs associated with restoring the state highway right-of-way.

#### 23. FINAL INSPECTION AND SURETY RELEASE

All work on state highway right-of-way is subject to ongoing monitoring and inspection by WSDOT solely for the benefit of WSDOT and not for the Permit Holder or any third party. Upon completion of the work authorized by this permit, including the removal of all construction related rubbish and debris, the Permit Holder shall request a final inspection from WSDOT's representative. Only upon WSDOT's inspection and concurrence of the work authorized by this permit will WSDOT release the surety, if any, that was made a condition of this permit, provided all other conditions related to the surety have been met.

#### 24. ON-GOING MAINTENANCE OF ACCESS CONNECTION

The Permit Holder, its successors or assigns, shall be responsible for maintaining the access connection and related appurtenances between the state highway edge of shoulder and the state highway right-of-way line, including but not limited to, pavement surface, culverts, catch basins, earthen embankment slopes above and below the access connection, vegetation growth that impacts traffic and pedestrian sight lines and sight distance, the removal of snow or other material that may be tracked onto the access such as mud and debris, and mail boxes.

The Permit Holder shall correct any maintenance deficiency within thirty (30) consecutive calendar days upon discovery or WSDOT written notice; unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency, after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve the state highway right-of-way or for the protection of the traveling public or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice. If WSDOT chooses not to make the repair, WSDOT may initiate an action to revoke this permit as provided as provided by WAC 468-51.120.

# 25. STORMWATER AND DRAINAGE MAINTENANCE

The Permit Holder shall construct and maintain the access connection such that no stormwater runoff is directed onto the paved surface of the state highway traveled lanes and shoulders. Curbing or other drainage features may be required if the grade beyond the edge of shoulder is flat or slopes toward the state highway pavement such that any stormwater runoff on the access connection would flow onto the traveled lanes and shoulder of the state highway. The Permit Holder shall be responsible to maintain all culverts and catch basins associated with this permit and shall provide all necessary ongoing maintenance to keep those culverts and catch basins free-flowing and clear of all obstructions in accordance with the provisions of Section 24.

The Permit Holder shall not interfere with the conveyance and/or treatment of the existing highway stormwater drainage system. If the work performed in any way adversely interferes with existing state highway stormwater drainage, including the treatment and/or conveyance of stormwater, the Permit Holder shall immediately correct its drainage impacts on the state highway at its own expense after receipt of WSDOT's written notice. Such work as required by WSDOT shall be inspected and concurred to by WSDOT. Any WSDOT notice, requirement, inspection and/or concurrence shall be solely for the benefit of the state and not for the Permit Holder or any other third party. Should the Permit Holder fail to immediately maintain or correct any stormwater conveyance, drainage, or treatment deficiency after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary work to preserve the state highway right-of-way or for the protection of the traveling public or pedestrians. If WSDOT performs the work as provided herein, the Permit Holder agrees to make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice. If WSDOT chooses not to perform the work, WSDOT may initiate an action to revoke this permit as

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provided as provided by WAC 468-51.120.

#### 26. RIGHT-OF-WAY VEGETATION MAINTENANCE

The Permit Holder shall not cut, spray, retard, remove, destroy, damage; disfigure or in any way modify the physical condition of any vegetative material located within the state highway right-of-way for any reason, except for the work specifically detailed, shown, and authorized in this permit. If it becomes necessary to increase the sight lines and sight distance at this access connection for safety purposes, the Permit Holder shall contact WSDOT to obtain prior written approval for any vegetative material modification located on the state highway right-of-way, including obtaining WSDOT's prior written authorization for vegetative material modification to provide Permit Holder property sign or facility visibility from the state highway. This includes any modifications to the earthen embankment on either side of the access connection. The unauthorized cutting of timber or damage to the vegetative material is prohibited. Criminal penalties may apply under RCW 47.40.080. Civil penalties may apply under RCW 4.24.630. The Permit Holder agrees that it shall perform all restoration work at its sole cost and expense to the satisfaction of WSDOT.

#### 27. FUTURE ACCESS PERMIT MODIFICATIONS BY WSDOT AND RIGHT OF ENTRY

In WSDOT's sole discretion as part of its highway work program, existing permitted access connections may require modification, relocation, or replacement in order to meet current WSDOT design standards. WSDOT shall be responsible to perform such modifications, relocations, or replacements at WSDOT's sole cost and expense. The Permit Holder hereby authorizes WSDOT to enter upon its lands only where necessary to modify, relocate, or replace all or a portion of the permitted access connection and to maintain traffic control devices and appurtenances associated with WSDOT's work performed on or near the permitted access connection.

Should the Permit Holder request that further enhancements or modifications be added to WSDOT's work, WSDOT, at its sole option, may allow the further enhancements or modifications be added to its work program provided all costs to perform the additional enhancements or modifications is at the sole expense of the Permit Holder. The Permit Holder agrees to remit the estimated costs of the work to WSDOT before WSDOT will perform the additional enhancement or modification work. WSDOT agrees to reimburse the Permit Holder for monies paid but not used for the work within thirty (30) calendar days after the work is performed. The Permit Holder agrees to reimburse WSDOT for all additional costs should they exceed the estimated cost paid within thirty (30) calendar days after receipt of a detailed WSDOT notice.

#### 28. FUTURE ACCESS MODIFICATIONS BY THE PERMIT HOLDER

The Permit Holder shall immediately notify WSDOT of any changes made or proposed in the use, intensity of development, type of traffic, or traffic flow of the property or properties served by this access connection permit. WSDOT may require further traffic analyses by the Permit Holder if the change is significant that would require a new access connection permit and/or modifications to the access connection. The cost of a modification to this access connection shall be the sole responsibility of the Permit Holder, including the cost of modification of any access connection required as a result of changes to property site use in accordance with WAC 468-51-110, except as provided in Section 17 of this permit.

# 29. MODIFICATION OR REVOCATION OF PERMIT OR CLOSURE OF ACCESS CONNECTION

In addition to other provisions of this permit, WSDOT may initiate an action to modify, revoke, or close this permit in accordance with the specific terms of WAC 468-51-110 and 468-51-120, including if:

- Significant changes have occurred in the use, design, or traffic flow of the property or of the state highway, requiring the relocation, alteration or closure of the access connection, or
- . The connection was not constructed at the location or to the design specified in the permit, or
- · The permit provisions were not met, or
- The connection causes a safety, maintenance, and/or operational problem on the state highway system.

The Permit Holder may have appeal rights as provided under WAC 468-51-150. In addition, WAC 468-51-120(3) authorizes WSDOT to take immediate remedial action, including the closure of an access connection, if there is an immediate and serious danger to the public health, safety, and welfare, in compliance with chapter 47.32 RCW. This permit is also subject to any and all causes of revocation as allowed by state laws, as amended.

DOT Form 224-005 Revised 04/2020

#### 30. ASSIGNMENT OF PERMIT

This permit is assigned to the identified parcel(s) served by the access connection and shall remain appurtenant to the identified parcel(s). Should the identified parcel(s) be inherited, sold, assigned, or transferred in any way, this permit shall run with the land to the extent that the identified parcel(s) remain in compliance with the terms of this permit, unless the permit is revoked, modified, or closed by WSDOT as provided by law or the current Permit Holder requests the cancellation of the permit and closure of the access.

#### 31. HIGHWAY ADVERTISING CONTROL

No signs shall be placed on state highway right-of-way. Any advertising adjacent to the state highway shall be in compliance with the Scenic Vistas Act of 1971, chapter 47.42 RCW and chapter 468-66 WAC.

# 32. APPLICABLE WAC'S AND RCW'S

In addition to the specific state laws and rules identified in this permit, this permit is also subject to all applicable provisions of chapters 468-51 and 468-52 WAC, and chapters 47.32, 47.44, and 47.50 RCW, and amendments thereto.

# 33. AMERICANS WITH DISABILITIES ACT

This permit is subject to all applicable provisions of the United States Government American's with Disabilities Act (ADA). Any current or future work shall comply with all applicable ADA requirements in effect at the time of the work

DOT Form 224-005 Revised 04/2020



# Special Provisions for Access Connection Permit Managed Access Highways Only

Not for use within an Incorporated City or Town Permit No. 61378 Applicable provisions are denoted by ( ✓ 1. No work provided by this permit shall be performed until the Permit Holder is authorized by the following WSDOT representative: Connie Rae/Nate Bergeman 1707 S. C St. Port Angeles, WA 98363 360-565-0680 2. The Permit Holder shall only perform the construction work authorized by this permit during the following work hours: M-F, Daylight Hours ✓ 3. The Permit Holder, unless specified otherwise in this permit, shall only implement the Traffic Control Plans approved for this permit during the following work hours: M-F, Daylight Hours 4. Pre-Paving Inspection The Permit Holder shall contact WSDOT to request a pre-paving inspection prior to paving any Hot Mix Asphalt

DOT Form 224-713 Revised 12/2020

Page 1

(HMA) or Bituminous Surface Treatment (BST). No paving shall occur without first receiving WSDOT's prior written approval to pave. Failure to obtain this approval may result in WSDOT directing the Permit Holder to

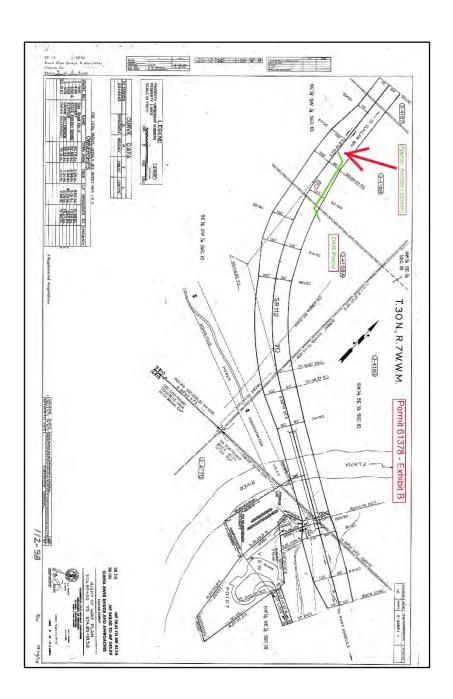
The pre-paving inspection is required to permit WSDOT to verify that the paving, before it is placed, will meet WSDOT's design requirements for the access connection. Items to be inspected include, but are not limited to, paving limits, culvert placement, material installation, side slopes, and grading of the access connection to

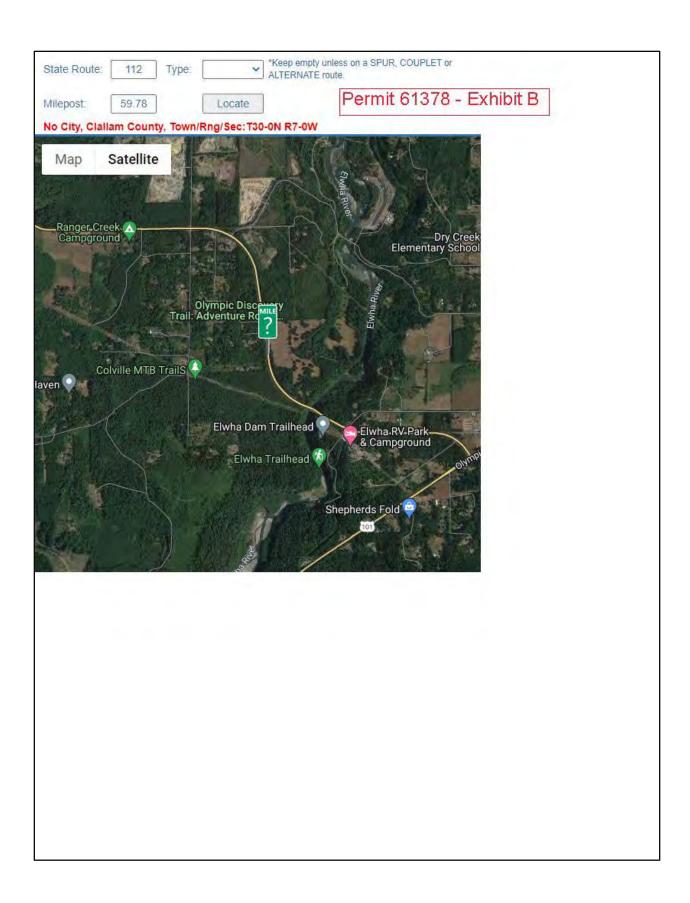
remove, repair, and/or add more paving at the Permit Holder's sole cost and expense.

5. <b>Pa</b>	ved Access Connection
thickn	ccess Connection shall be constructed with the following materials, listed from top lift to bottom lift. The esses shown are minimum requirements, as additional material may be necessary to properly construct cess connection.
Se	e Exhibit " D " for design details and paving requirements
	inches of Mix Asphalt (HMA)
Bit	uminous Surface Treatment (BST), also known as chipseal
	inches Crushed Surfacing Top Course (CSTC)
	inches Crushed Surfacing Base Course (CSBC)
	inches of Rock Cap
<b>√</b> Ge	otextile for separation or soil stabilization
6. <b>Gr</b>	avel Access Connection
thickn	ccess Connection shall be constructed with the following materials, listed from top lift to bottom lift. The esses shown are minimum requirements. WSDOT may require additional material as necessary to rly construct the access connection.
<b>√</b> Se	e Exhibit " D " for additional desgin details and gravel requirements
	inches Crushed Surfacing Top Course (CSTC)
	inches Crushed Surfacing Base Course (CSBC)
6	inches of Quarry Spalls
	inches of Rock Cap
<b>√</b> Ge	eotextile for separation or soil stabilization
<b>√</b> 7. Cu	Ivert Installation
The a	cocess connection shall include the installation of a culvert installed in a straight line and with a grade latches the existing grade of the highway ditch or swale such that the existing conveyance of stormwate t be adversely impacted. The culvert to be installed shall be
1	3 inch minimum diameter culvert
<b>√</b> 8. Cu	Ivert Beveled End Treatments
	pen ends of the culvert run shall be beveled to match the existing slopes of the ditch or swale and s connection fill material.
9. <b>C</b> ı	Ivert End Treatments – Quarry Spalls
	y spalls shall be placed around the open ends of the culvert. The quarry spalls shall be placed below, the sides, and on the top of the open end of the culvert for a minimum length of two (2) feet in all ons.
10. <b>G</b>	ated and Locked Access
This a	ccess connection shall be gated and locked when not in active use.
11. S	urety
a Bon shall i comp	sure proper compliance with all terms and conditions of this permit, a surety amount in the form of d, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order per provided to WSDOT in the amount listed below. If a bond is provided, it shall be written by a surety any authorized to do business in the State of Washington.
i ne s	urety amount shall be:
	urety bond shall remain in force until all work under this permit has received final concurrence by DT, and WSDOT issues a written release of the surety bond.

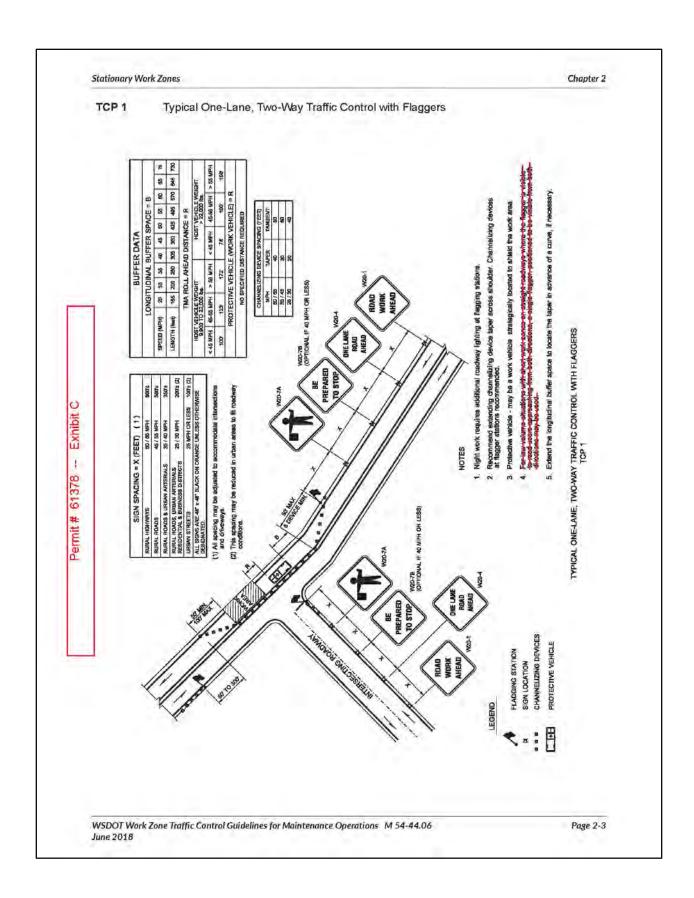
	ry access connection that sh eeded, or by the date listed b		osed and removed by the Permit Holder mes first:
its original condition	on, including reseeding if rec	uired. Failure by the	estore the state highway right-of-way to e Permit Holder to remove the access e access connection at the Permit Holder's
13. Access Conr	nection for Emergency Use	Only	
			ted and locked at all times to the general
√ 14. This is a None	n-Conforming Access Con	nection Permit:	
property has no ot system would causentity. When direct reasonable access	ther reasonable access to th use traffic operational condition ct access must be provided t	e general street syst ons or safety concern he access connection strictive access cont	ystem shall be permitted only when the tem or if access to the general street ins unacceptable to the local governmental on shall continue until such time that other trol classification or acceptable access to
✓ It does not mee	et the minimum spacing fron	n another adjacent d	riveway or public road intersection of:
125 feet	250 feet 330 fe	et 🗸 660 feet	1320 feet
It does not mee	et the minimum corner clear	ance standards of W	/AC 468-52-040(6) of
75 feet	100 feet 115 fe	et 125 feet	230 feet
It exceeds the	number of access points for	one parcel or contin	uous parcels under the same ownership b
	tional access connections.	one pareer or coming	acce parcere ariae, ine came emicromp is
		nd/or wetland or stre	am restrictions and buffers prevent the
	structed to current standards.		and the second of the second o
can be constructed		cal street system be	ne that a conforming access connection ecomes available and is permitted. Varianchighways.
15. This is a Vari	iance Access Connection	Permit:	
certain connection		assification location	ssued, at the discretion of WSDOT, for and spacing or that exceed the number of way segment.
It does not mee	et the minimum spacing fron	n another adjacent d	riveway or public road intersection of:
125 feet	250 feet 330 fe	et 660 feet	
It does not mee	et the minimum corner clear	ance standards of W	/AC 468-52-040(6) of:
75 feet	100 feet 115 fe	et 125 feet	230 feet
It exceeds the			guous parcels under the same ownership b
	tional access connections.	para para sa sa mg	,
		nd/or wetland or stre	am restrictions and buffers prevent the
	structed to current standards.		and surfer provent the
			ne that a conforming access connection ca
merelore, tris acc	another access to the local	street system becom	nes available and is permitted.
Thorofore this see	CONTRACTOR DESCRIPTION OF THE PROPERTY OF THE		ne that a conforming access connect nes available and is permitted.
and the second second second	another access to the local.	,	

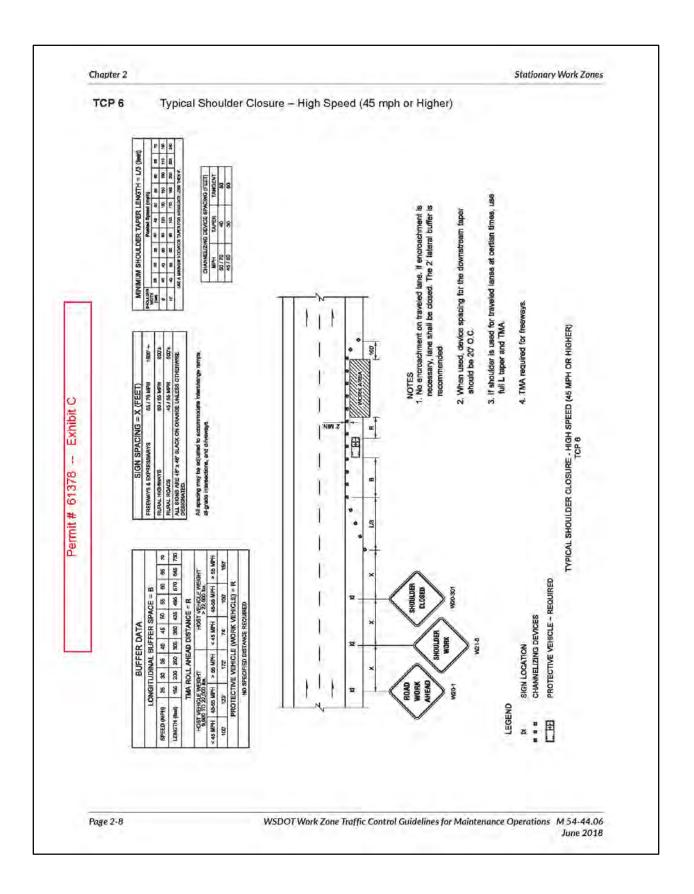
Power Plant Timber Sale Contract No. 30-104354

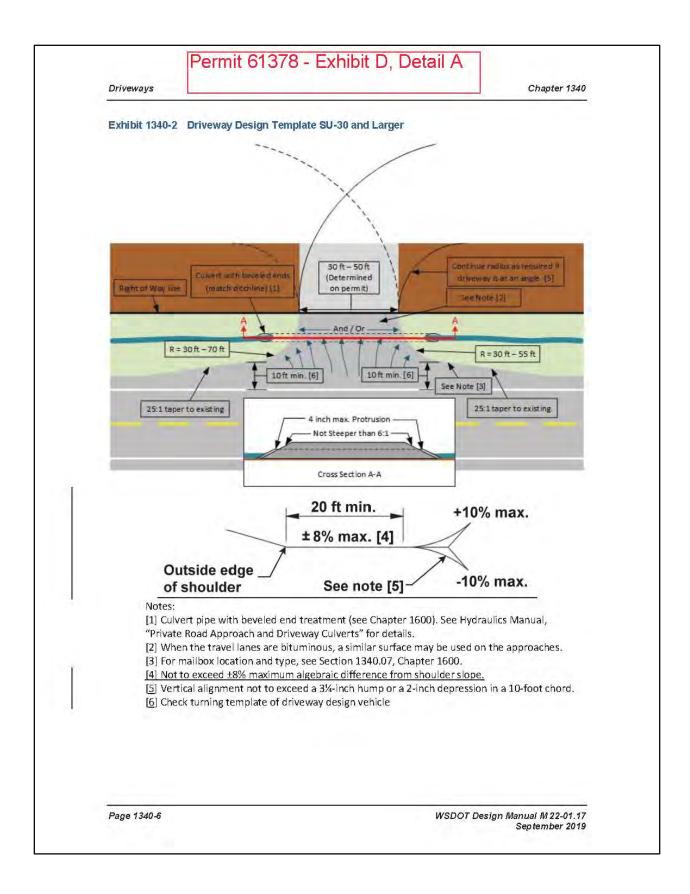




# Permit 61378 - Exhibit C Retroreflective, Black/Orange, 48x48 signs to be placed +/-500ft from access (both directions) during trucking/hauling periods. Signs to be removed or turned away from traffic during non-trucking/hauling periods (weekends, non-working days, etc.) **DIMENSIONS (MILLIMETERS)** A C D E 600 100C 9 16 63 38 750 13 19 125C 75 47 150C 900 16 22 88 56 200C 1200 19 31 125 75 **DIMENSIONS (INCHES)** В C D E 24 3/8 5/8 4C 2 1/2 1 1/2 30 1/2 3/4 5C 3 1 7/8 5/8 7/8 2 1/4 6C 3 1/2 COLORS LEGEND - BLACK (NON-REFL) BACKGROUND - YELLOW (REFL)







# Permit 61378 - Exhibit D, Detail B Replant required when trees on **ROW removed**

Part																1
bre Sub- ENCRIPTION:         TÜDINANCHI: PÜDISIGE         PRETON         ONTRACTI: STANDIN Sc. 9 10 15 16         PRETON         ONTRACTI: STANDIN Sc. 9 10 15 16         PRETON         ONTRACTI: STANDIN Sc. 9 10 15 16         PRETON         <		RSTATION	TAL COST PE	ТС		\$139			\$2,590	Cost per Sta. =						Sheet 1 of 5
E-PROVERTING Triber 1586   CONTRACTES 5010484   SECTION   SE		T PER MBF	TOTAL COS			58.30	32.40	10.60	7.25	Total Sta. =				,	r profit and risk	NOTE: This appraisal has no allowance for profit and risk.
DESTRICT: SIMPLE   DESTRICT: S		1EMBF =	SALE VOLUN			\$8,129			\$18,781							
December   December		All Roads) =	TOTAL(			Posthaul			Const.			\$0				Pit Work
Exercit Descentrion   Exercit Descentrion											\$1,075				NMENT COST:	ROAD DEACTIVATION AND ABANDONMENT COSTS:
LIGAL DESCRIPTION:   TOWN Sec. 910.154   NEXTON:   DISTRUCT Straits   DISTRUCT Straits   LIGAL DESCRIPTION:   TOWN Sec. 910.156     DISTRUCT Straits   DISTRUCT Str											\$16,200					MOBILIZATION:
The Court Turber Sale   Court Recting   Court Recting   Court Recting   Court Recting   Court Recting   Solicity   Court Recting   Solicity   Court Recting   Solicity   Court Recting   Solicity   Court Recting   Court Re	\$75.3	\$693	\$66	\$0	\$834	\$77	\$428	\$14	\$137	\$1,226	\$1,617	\$1,065	\$2,032			COST PER STATION:
PROWN/PIANT   Triber's Sale   CON/PIANCT   S-1910/354   PRADON   PRADON   DASTRICT   S-1910   S-1910		\$39,578	\$205	\$0	\$9,179	\$969	\$856	\$50	\$425	\$5,883	\$3,233	\$4,047	\$14,731			TOTAL COSTS:
Promote Plant Timber Sale   CONTRACTIF; 30.104354   REGON:   Oympic   DISTRICT; Sanis   DISTRICT; Sanis   Sale	\$415	\$3,601	\$22	\$0	\$834	\$88	\$78	\$5	\$39	\$535	\$294	\$368	\$1,339			OVERHEAD:
Prower Plant TrancerSale	\$231	\$3,630	\$42	\$0	\$1,135	\$799	\$230	\$22	\$266	\$495	\$206	\$392	\$42			MISC. EXPENSES:
Prower Plant Trinber's Site   CONTRACT#: 30, 104354   REGON   Olympic   DISTRUCT: Strates   DISTRUCT: St	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			STRUCTURES:
Prower Plant Timber Sale   Contractifie   3-104354   Proper Plant Timber Sale   Part   3-104354   Proper Plant Timber Sale   Part   3-10459   Part   Part	\$0	\$6,880	\$0	\$0	\$1,848	\$0	\$0	\$0	\$0	\$720	\$1,232	\$1,232	\$1,848			CULVERTS AND FLUMES:
Prower Print Timber Side   CONTRACT#: 30-104354   CONTRACT#: 30-10	0	9,147	\$0	\$0	\$3,276	\$0	\$535	\$0	\$0	\$1,490	\$573	\$917	\$2,357			
Prover Plant Timber Sale   CONTRACT#   30-10434   REAGON:	0	1230	0	0	390	0	50	0	0	260	100	160	270	1,230	1230	Place Pit 3" minus:
Power Plant Timber Sale   CONTRACT#: 30.104354   REGON:   Olympic   DISTRICT: Straits   ELECAL DESCRIPTION:   T30R07W Sec. 9 to 15 fe   Elecat Description:   T3R0C7T Straits   T3R0C7T	1,19		\$0	\$0	\$6	\$6	\$0	\$0	\$0	\$2,083	\$694	\$694	\$1,459			
Power Plant Timber Sale   CONTRACT#: 30-104354   REGON:   Clympic   DISTRICT: Straits   DISTRICT: Strait	120	340	0	0	0	0	0	0	0	150	50	50	90	460	460	Com. 1 1/4" minus/Quarry Spalls:
Power Plant Timber Sale   CONTRACT#   30-104354   REGON:   Oympic   DISTRICT: Straits   Strait	0		\$0	\$0	\$1,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,837			
Power Plant Timber Sale   CONTRACT#; 30-104354   REAGON: Olympic   DISTRICT: Straits   DISTRICT: Straits	0	824	0	0	174	0	0	0	0	0	0	0	650	824	824	Place Pit Run/ Oversize:
Power Plant Timber Sale   CONTRACT#: 30-104354   REGON:   Clympic   DISTRICT: Strats   Stra																ROCK TOTALS (Cu. Yds.)/ROCK COSTS:
Power Plant Timber Sale   CONTRACT#; 30-104354   REGON:   Olympic   DISTRICT: Straits   DISTRICT: Strait	\$1,80	\$1,143	\$121	\$0	\$509	\$6	\$0	\$0	\$99	\$187	\$78	\$148	\$0			DITCH CLEANING/CONSTRUCTION:
Power Plant Timber Sale   CONTRACT#;  30-104354   REGON:   Clympic   DISTRICT:   Straits   DISTRICT:	\$28	\$300	\$20	\$0	\$72	\$82	\$13	\$24	\$20	\$31	\$13	\$25	\$0			ROAD GRADING
PowerPlant Timber Sale   CONTRACT#: 30-104354   REGON:   Clympic   DISTRICT: Straits   Straits	\$0	\$1,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,229			EXCA VATION AND FILL:
PowerPlant Timber Sale   CONTRACT#:  30-104354   REGON:   Clympic   DISTRICT: Straits   Strait	\$0	\$0	\$0	\$0	\$6	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0			ROAD BRUSHING:
CONTRACT#: 30-104354   REGON:   Olympic   DISTRICT: Straits   St	\$0	\$1,375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$342	\$143	\$271	\$620			CLEARING AND GRUBBING:
CONTRACT#:  30-104354   REGON:   Olympic   DISTRICT:  Straits	0%	30%	0%	0%	0%	0%	0%	0%	0%	10%	5%	5%	10%			SIDESLOPE:
CONTRACT#: 30-104354   REGON: Olympic   DISTRICT: Straits   DISTRICT: DIST	51.40	57.15	3.10	3.80	11.00	12.60	2.00	3.70	3.10	4.80	2.00	3.80	7.25			NUMBER OF STATIONS:
CONTRACT#: 30-104354 REGION: Olympic DISTRICT: Strats  ON: T30R07W Sec. 9 10 15 16  Elwha Spur 3+80 Spur 2+00 Spur 4+80 Spur 3+10 Spur PA-1-1000 PA-1-1002 PA-1-4000 11+00 Spur 3+80 Spur 3+10 Spur TOTAL:			Posthaul	Posthaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Recon.	Recon.	Recon.	Construction			ROAD TYPE:
CONTRACT#: 30-104354   REGION: Olympic   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15 16   DISTRICT: Straits   ON: T30 R07W Sec. 9 10 15		TOTAL:	3+10 Spur	3+80 Spur	11+00 Spur	PA-I-4000	PA-I-1002	PA-I-1000	3+10 Spur	4+80 Spur	2+00 Spur	3+80 Spur	Elwha Spur			ROAD NAME:
CONTRACT#: 30-104354 REGION: Olympic ON: T30 R07W Sec. 9 10 15 16	TOTAL												100 ACC			
						Straits	DISTRICT:		Olympic	REGION:		9 10 15 16	T30 R07W Sec	SCRIPTION:	Power Plant Ti	SALE NAME:
SOLITH HAT - INORG PONON PHILIP COSES									Costs	a Developmen	T HALL INOU	2007		2	1	

CCT#:         30-104354         REGION:         Olympic         DISTRICT:         Strait           W Sec:         9 10 15 16         Text         A+80 Spur         PA-1-4000         11+00 Spur         Elwha Spur         0           000         PA-1-1002         2+00 Spur         4+80 Spur         PA-1-4000         11+00 Spur         Elwha Spur         0           ull         Posthaul         Posthaul         Posthaul         Posthaul         Posthaul         Posthaul           2.00         2.00         4.80         20.65         11.00         7.25         0.00           30         50         50         50         50         50         50         50           30         50         50         50         50         50         50         50           30         50         50         50         50         50         50         50           4         578         5187         5805         5509         0         50         50           50         50         50         50         50         50         50         50         50           50         50         50         50         50         50         <				SUMMARY - Road Development Costs	Road Develop	oment Costs					
		ver Plant Timber Sale	CONTRACT#:	30-104354		REGION:	Olympic			DISTRICT:	Straits
PA-1-1000   PA-1-1002   2+00Spur   4+80Spur   PA-1-4000   11+00Spur   Ewha Spur   0		LEGAL DESCRIPTION:	T30 R07W Sec	c. 9 10 15 16							
Posthaul   Posthaul	ROADNAME		PA-I-1000	PA-I-1002	2+00 Spur	4+80 Spur	PA-I-4000	11+00 Spur	Elwha Spur	0	0
TATIONS:   3.70   2.00   2.00   4.80   20.65   11.00   7.25   0.00     TATIONS:   0%   0%   0%   0%   0%   0%   0%   0	ROAD TYPE:		Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul		
DGRUBBING:	NUMBER OF STAT	IONS:	3.70	2.00	2.00	4.80	20.65	11.00	7.25	0.00	0.00
ADGRUBBING:   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$	SIDESLOPE:		0%	0%	0%	0%	0%	0%	0%	0%	0%
ING:   S0   S0   S0   S0   S0   S0   S0   S	CLEARING AND GR	UBBING:	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0
AND FILL:   S0   S0   S0   S0   S0   S0   S0   S	ROAD BRUSHING:		\$0	<b>\$</b> 0	\$0	\$0	\$0	\$0	0	\$0	\$0
NG: 524 513 513 531 513 531 5134 572 0 50 50 IING/CONSTRUCTION: 5144 578 578 578 5187 58865 5899 0 6 80 SCL. Yds.)/ROCK COSTS: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	EXCAVATION AND	) FILL:	<b>\$</b> 0	<b>\$</b> 0	\$0	\$0	\$0	\$0	0	\$0	\$0
INGCONSTRUCTION:   \$144   \$78   \$78   \$187   \$805   \$509   0   \$0   \$0   \$0   \$0   \$0   \$0   \$	ROAD GRADING:		\$24	\$13	\$13	\$31	\$134	\$72	0	\$0	\$0
S (Cu. Yds.)/ROCK COSTS:     0     0     0     0     0     0     0     0     0       S (Cu. Yds.)/ROCK COSTS:     0     0     0     0     0     0     0     0     0     0       S (Cu. Yds.)/ROCK COSTS:     50	DITCH CLEANING	CONSTRUCTION:	\$144	\$78	\$78	\$187	\$805	\$509	0	\$0	\$0
	ROCK TOTALS (Cu	. Yds.)/ROCK COSTS:									
SO   SO   SO   SO   SO   SO   SO   SO	Ballast:		0	0	0	0	0	0	0	0	0
STATION:   S170   S21   S21   S21   S21   S21   S20   S00   S00			<b>\$</b> 0	\$0	\$0	\$0	\$0	\$0	\$0		
S347   S0   S0   S793   S0   S0   S0   S0   S0   S0   S0   S	Surface:		20	0	0	0	100	0	0	0	0
			\$347	\$0	\$0	\$0	\$793	\$0	\$0		
SO   SO   SO   SO   SO   SO   SO   SO	Oversize:		0	0	0	0	0	0	0	0	0
SO   SO   SO   SO   SO   SO   SO   SO			\$0	\$0	\$0	\$0	\$0	\$0	\$0		
SO S	CULVERTS AND FL	UMES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VSES:     \$46     \$0     \$0     \$0     \$121     \$64     \$0     \$0       STATION:     \$170     \$51<	STRUCTURES:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATION: \$170 \$51 \$51 \$526 \$222 \$77 \$0 \$0  \$11 \$11 \$26 \$222 \$77 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0 \$0 \$0  \$0	MISC. EXPENSES:		\$46	\$0	\$0	\$0	\$121	\$64	\$0	\$0	\$0
TION: \$170 \$51 \$51 \$51 \$101 \$66 \$0 \$0.00	OVERHEAD:		\$67	\$11	\$11	\$26	\$222	\$77	\$0	\$0	\$0
00 00 00 00 00 00 00 00 00 00 00 00 00	TOTAL COSTS:		\$628	\$102	\$102	\$245	\$2,076	\$722	\$0	\$0	\$0
	COST PER STATI	ON.	\$170	£5.1	\$5.1	\$ <u>5</u> 1	\$101	\$66	ŝ	\$000	\$0.00

# **Forest Access Road Maintenance Specifications**

#### **Cuts and Fills**

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

# Surface

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

# **Drainage**

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

# **Forest Access Road Maintenance Specifications**

# **Preventative Maintenance**

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

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

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

# **Debris**

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

