



TIMBER NOTICE OF SALE

SALE NAME: *OVER THE HILLS*

AGREEMENT NO: 30-102820

AUCTION: April 26, 2023 starting at 10:00 a.m., **COUNTY:** Whatcom
Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 5 miles northeast of Acme, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, blue special management tags and the VZ-41 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1A.

All timber as described for removal in Schedule C, bounded by white timber sale boundary tags and blue special management tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit 1B.

All forest products above located on part(s) of Sections 16 all in Township 38 North, Range 5 East, W.M., containing 29 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:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								UT
				1P	2P	3P	SM	1S	2S	3S	4S	
Douglas fir	17.5	9	1,162			11	107		543	445	56	
Hemlock	14.9		304						112	156	36	
Redcedar	17		53							47	6	
Sale Total			1,519									

MINIMUM BID: \$478,000.00

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$95,600.00

SALE TYPE: Lump Sum

EXPIRATION DATE: March 31, 2025

ALLOCATION: Export Restricted

BID DEPOSIT: \$47,800.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable, tethered feller-buncher/harvester or 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires (See below for restrictions); feller-buncher, shovel or 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires (See below for restrictions) on sustained slopes 40% or less; self-leveling feller buncher/harvester on sustained slopes 55% or less.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered feller-buncher/harvester or 6-wheeled-rubber-tired-skidders-



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with-over-the-tire-tracks-spanning-both-sets-of-rear-tires prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

ROADS:

280.00 stations of required prehaul maintenance.

Rock may be obtained from the following source on State land at no charge to the Purchaser: McCoy Pit at station 22+50 of the MM-2217 Road.

An estimated total quantity of rock needed for this proposal: 38 cubic yards of riprap and 120 cubic yards of 2-inch-minus crushed rock.

Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.

ACREAGE DETERMINATION

CRUISE METHOD:

Acres determined by GPS traverse. Cruise was conducted via variable plot sample type. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

FEES:

\$25,823.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

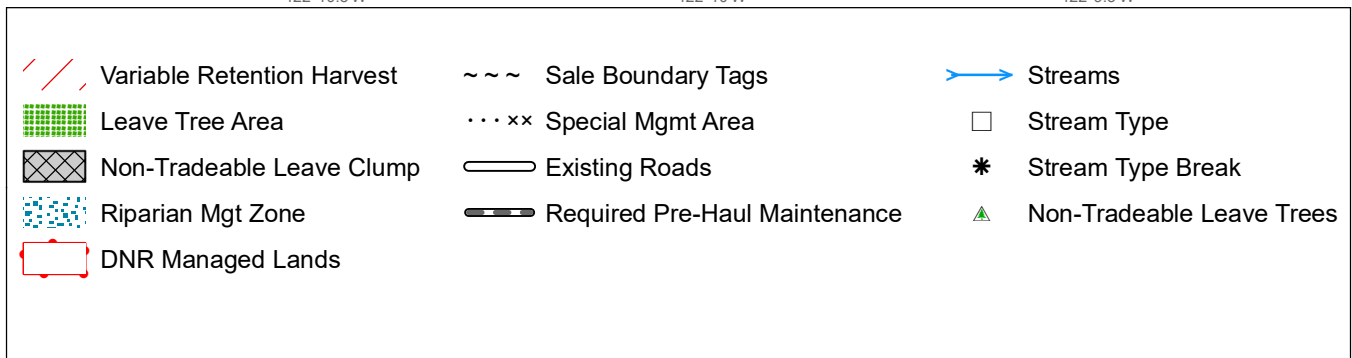
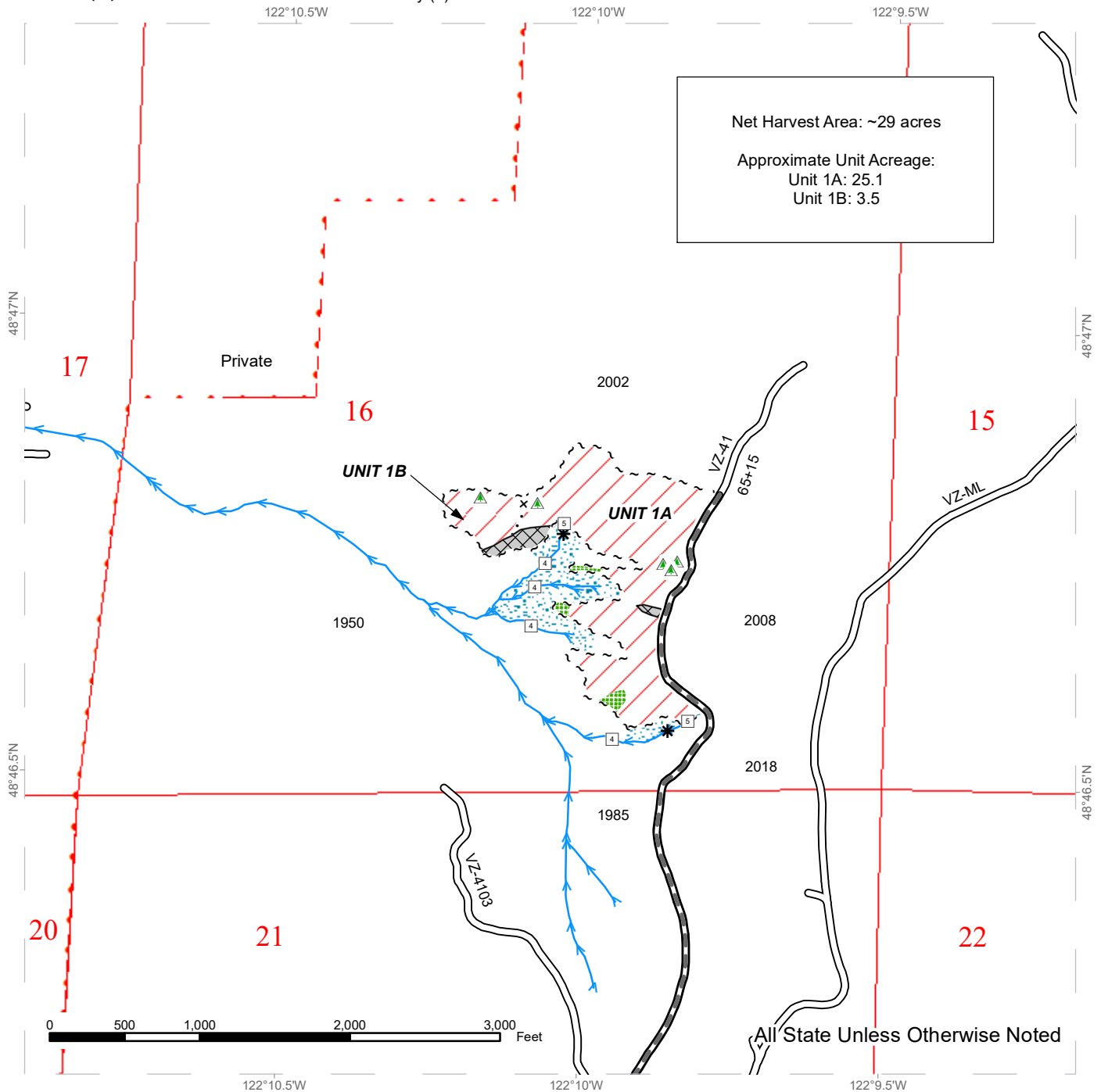
SPECIAL REMARKS:

1. No tail holding is allowed to occur outside the timber sale boundaries. This does not apply to guy line rigging and anchoring associated with landings on or adjacent to the VZ-41 Road.
2. Unit 1B as shown on the timber sale map has been designated as an optional removal area. This area consists of approximately 3.5 net acres, and it will be the choice of the purchaser whether or not to fell and yard this timber. This area is still included in the total sale value under the P-020 Clause, regardless if timber is removed or not. However, any amount of timber that is felled within this area is no longer considered optional and the terms of the contract apply as described in the P-020 Clause.
3. The VZ-ML gate shall not be closed at any time unless otherwise authorized in writing by the Contract Administrator. The Purchaser may install a temporary gate at their own expense elsewhere within the road system. Location and lock type(s) of the temporary gate must be approved in writing by the Contract Administrator prior to installation.
4. Intermediate support may be necessary. Profiles are available upon request.
5. HQ DF noted within the sale area. See cruise for further details.

TIMBER SALE MAP

SALE NAME: OVER THE HILLS
AGREEMENT #: 30-102820
TOWNSHIP(S): T38R5E
TRUST(S): Common School and Indemnity (3)

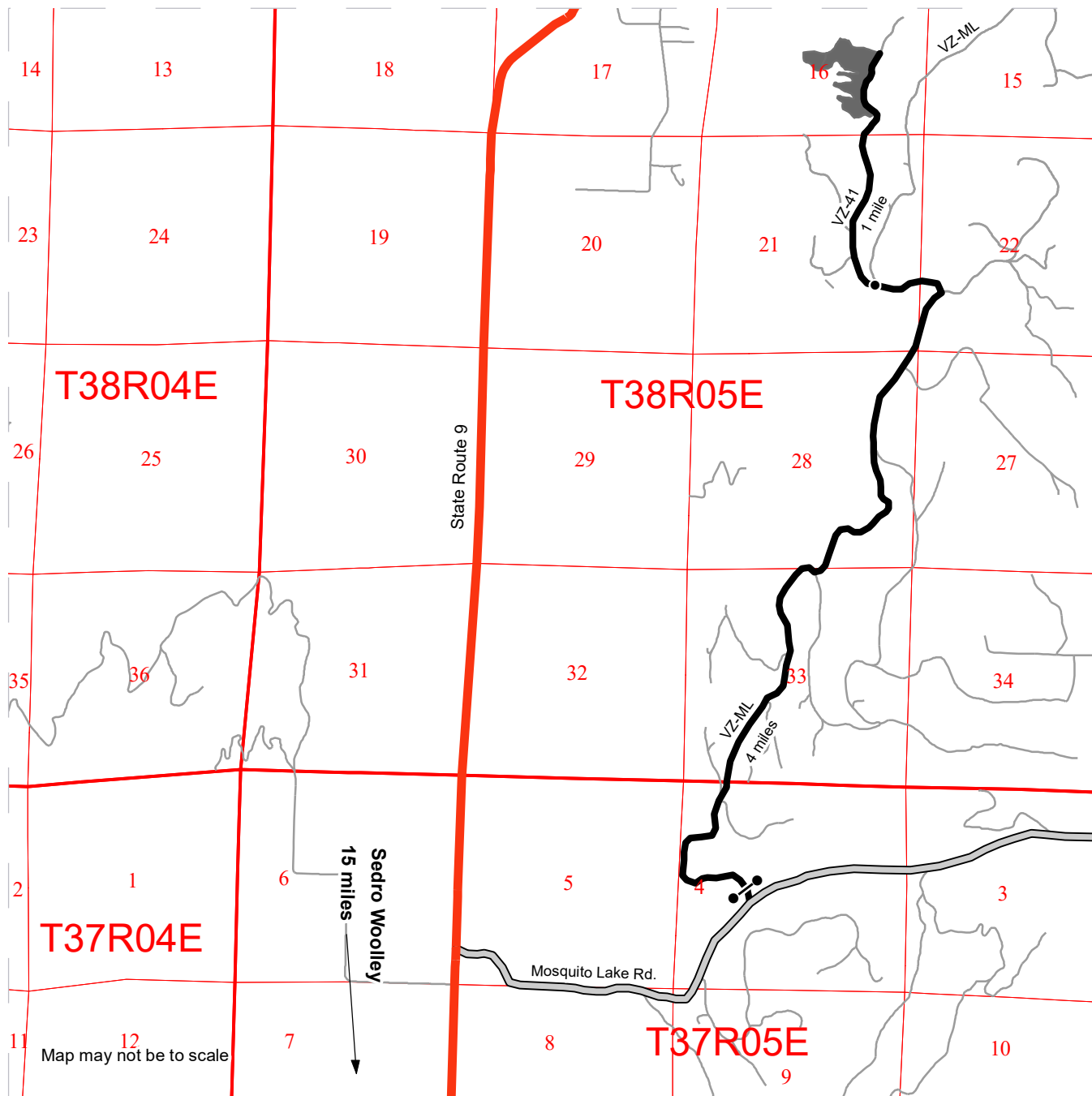
REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1280-1880



DRIVING MAP

SALE NAME: OVER THE HILLS
AGREEMENT#: 30-102820
TOWNSHIP(S): T38R5E
TRUST(S): Common School and Indemnity (3)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1280-1880



- Timber Sale Unit
- Haul Route
- Other Road
- Highway
- Distance Indicator
- Gate (F1-3 lock)

DRIVING DIRECTIONS:

From Sedro Woolley, travel 15 miles north on State Route 9 and turn right onto Mosquito Lake Rd. Continue 1.6 miles, then turn left onto the VZ-ML. Continue 4 miles and bare left onto the VZ-41 spur. Continue 1 mile to the sale area.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0102820

SALE NAME: OVER THE HILLS

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on April 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 bounded by white timber sale boundary tags, blue special management tags and the VZ-41 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1A.

All timber as described for removal in Schedule C, bounded by white timber sale boundary tags and blue special management tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit 1B.

All forest products above located on approximately 29 acres on part(s) of Section 16 in Township 38 North, Range 5 East W.M. in Whatcom County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value

of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage 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
C	Optional Removal Unit 1B
Z	Tail Holding

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to March 31, 2025.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.

- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

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

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

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

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 \$673.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.

- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

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

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

G-063 Incidental Take Permit Notification Requirements

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-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.

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$329.49	0	\$0.00	\$9.00	\$9.00
Hemlock	\$219.75	0	\$0.00	\$9.00	\$9.00

Redcedar	\$534.42	0	\$0.00	\$9.00	\$9.00
Other	\$311.85	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

Title to the forest products under this contract passes to the Purchaser after they are removed from the sale area, if adequate advance payment or payment security has been provided to the State under this contract. Purchaser bears all risk of loss of, or damage to, and has an insurable interest in, the forest products described in this contract from 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;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

G-140 Indemnity

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

required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; VZ-ML, VZ-41, MM-ML, MM-22, and MM-2217. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

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

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

Georgia-Pacific Corporation; #55-000022; dated November 26, 1968.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$39,494.00. The total contract price consists of a \$0.00 contract bid price plus \$39,494.00 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.

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 \$95,600.00. 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-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.

- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-051 Branding and Painting

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

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

H-090 Designated Trees Felled

All cottonwood shall be felled concurrently with the falling operation, and yarded to a landing or girdled.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable; feller-buncher/harvester, shovel, 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires on sustained slopes 40% or less (See H-141 for restrictions); self-leveling equipment on sustained slopes 55% or less; tethered feller-buncher/harvester or tethered 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires equipment may be utilized (See H-141 for restrictions). Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

If Purchaser tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-130 Hauling Schedule

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

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

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

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

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

C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than six weeks before any activities resume on site.

E. Exposed mineral soils created by falling or yarding operations with the potential to deliver sediment to any watercourse must be mulched, water-barred and/or grass seeded prior to November 1 or concurrent with operations between November 1 and March 31.

F. Maintain a 30-foot equipment limitation zone on either side of all type-5 streams. Trees shall be felled away from stream channels and any standing water or wet swales when feasible.

G. Temporary log crossings and their location are required for typed water crossings during yarding or road construction operations and must be approved in writing by the Contract Administrator. Streambeds and banks shall be protected by the use of log puncheon or other approved structures at these crossing points and removed upon the completion of yarding activities.

H. Intermediate supports may be necessary when yarding Unit 1B. All intermediate supports shall be marked by the Purchaser, and approved by the Contract Administrator, prior to falling any timber in Unit 1B.

I. Girdling requirements for black cottonwood to be felled or girdled per clause H-090 are two full greater than 3-inch wide rings around the bole that are greater than 3 inches apart.

J. Leave trees marked with a single blue band may be exchanged for unmarked trees of similar size and wildlife characteristics upon prior approval by the Contract Administrator.

K. In order to have adequate landing space, short equipment trails with step landings may be constructed. These shall not cross any live waters or extend beyond 250 feet in length. A written plan for the construction, maintenance and closure of these trails shall be approved in writing by the Contract Administrator.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.

B. All trees marked with two blue bands on bole are non-tradeable leave trees. If it is determined that these pose a safety hazard and/or hinder operational feasibility, they may be felled with prior approval from the Contract Administrator. They may also be used as intermediate support trees with prior approval from the Contract Administrator. These trees may not be yarded.

C. Areas marked with double yellow "Leave Tree Area" tags are non-tradeable leave tree areas. No activities are permitted in these areas, except for the use of tailholds and rigging. Also, if an individual tree within the area poses a safety hazard, it may be felled with prior approval from the Contract Administrator.

D. Purchaser must obtain written approval from the Contract Administrator for specifications pertaining to the use of untethered or tethered 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires, as well as tethered feller-bunchers/harvesters, prior to use. This includes areas as to where to utilize this equipment as well as any additional mitigation measures set forth by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment shall no longer be authorized.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 10/10/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the VZ-41 Road. 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 the VZ-ML, MM-ML, MM-22, and MM-2217 roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the

rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any type 5 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-130 Hazardous Materials**a. Hazardous Materials and Waste - Regulatory Compliance**

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

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

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

Print Name

Date: _____

Address: _____

Jay Guthrie

Northwest Region Manager

Date: _____

DRAFT

DRAFT

DRAFT

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

STATE OF _____)

_____)

COUNTY OF _____)

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

_____ to me known to be the
_____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule C
Optional Removal Unit 1B

Unit 1B as shown on the timber sale map has been designated as an optional removal area. This area consists of approximately 3.5 net acres, and it will be the choice of the purchaser whether or not to fell and yard this timber. This area is still included in the total sale value under the P-020 Clause, regardless if timber is removed or not. However, any amount of timber that is felled within this area is no longer considered optional and the terms of the contract apply as described in the P-020 Clause.

Schedule Z
Tail Holding

No tail holding is allowed to occur outside the timber sale boundaries. This does not apply to guy line rigging and anchoring associated with landings on or adjacent to the VZ-41 Road.



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

PRE-CRUISE NARRATIVE

Sale Name: Over The Hills	Region: Northwest
Agreement #: 30-102820	District: Baker
Contact Forester: John Van Hollebeke Phone / Location: 360-965-5359	County(s): Whatcom
Alternate Contact: Tyson Whiteid Phone / Location: 360-856-3500	Other information:

Type of Sale: Lump Sum	Percent of Sale Area
Harvest System: Uphill Cable	90%
Harvest System: Uphill Cable – Multi-span	10%

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1A	Sec 16, T38N, R05E	03	27.1		2.0			25.1	GIS / GPS (Garmin)
1B	Sec 16, T38N, R05E	03	3.8		0.3			3.5	GIS / GPS (Garmin)
TOTAL ACRES			30.9		2.3			28.6	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1A	Harvest all timber bounded by white "timber sale boundary" tags and the VZ-41 road; except for forest products bounded by yellow leave tree tags, and trees marked with blue paint on the bole and root collar.	N/A	Scattered Leave Trees: 18 Clumped Leave Trees: 199 Total Leave Trees: 217
1B	Harvest all timber beyond and including trees marked with blue "special management tags and bounded by white "timber sale boundary" tags; except for forest products bounded by yellow leave tree tags, and trees marked with blue paint on the bole and root collar.	Optional Removal Area	Scattered Leave Trees: 2 Clumped Leave Trees: 28 Total Leave Trees: 30

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1A	DF, WH, RC 1,000 MBF	See driving map. All gates are accessible with an F1-3 key.	See attached driving and traverse maps
1B	DF 150MBF	Same as above	Same as above
TOTAL MBF	1,150 MBF		

REMARKS:

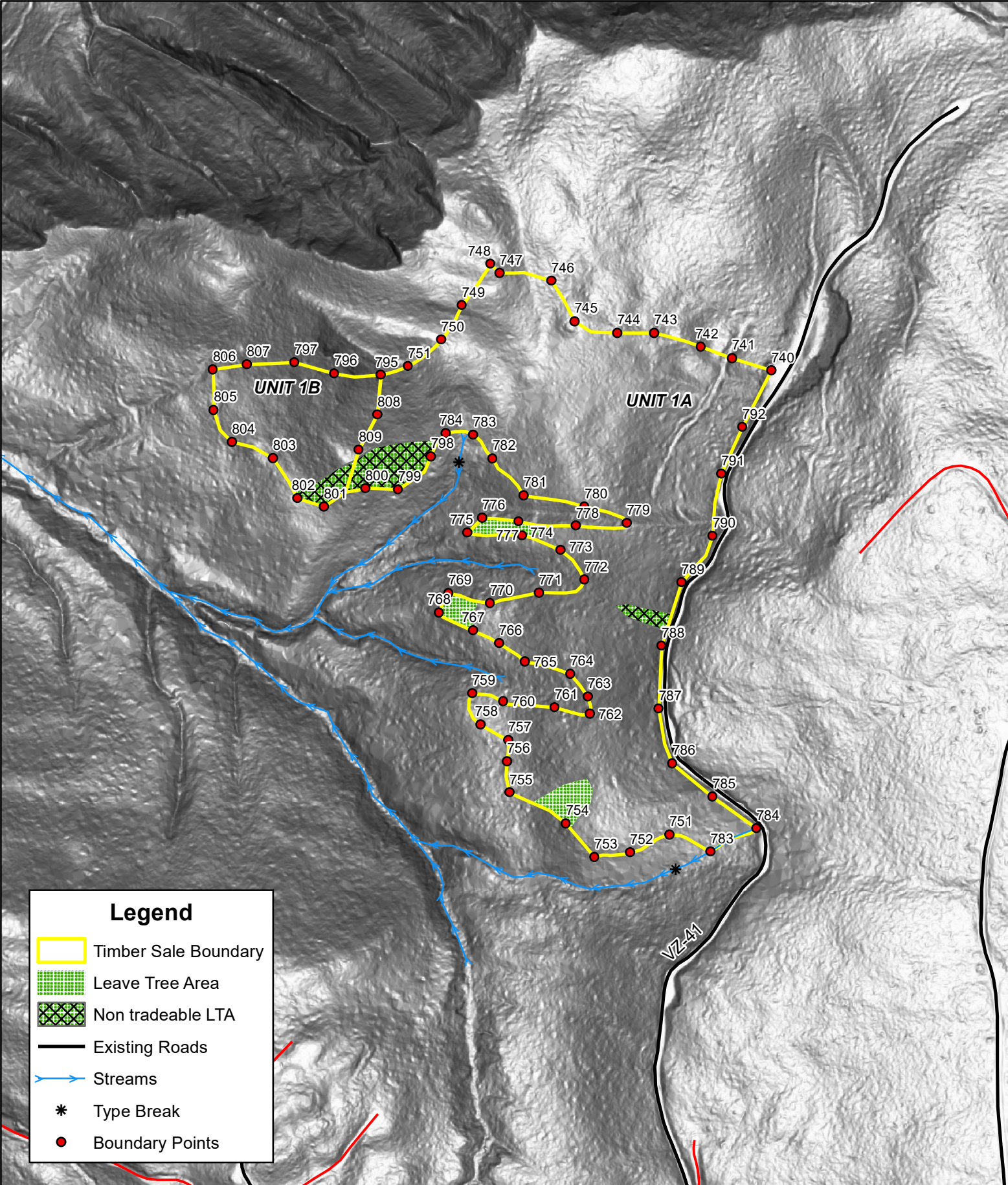
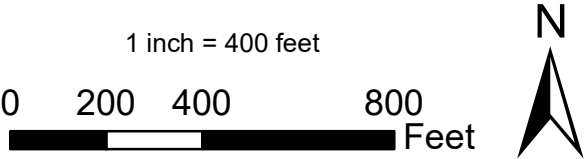
The stand type in Unit 1A can be generally described as a well-stocked 75-85 year old mixed conifer stand, dominated primarily by Douglas-fir.

The stand type in Unit 1B is dominated almost exclusively by well-stocked Douglas-fir, with ages ranging upwards of 90-100 years old.

GPS points are marked with blue and red ribbon, and a triangular metal tag.

Prepared By: John Van Hollebeke Date: 10/4/22	Title: NRS2	CC:
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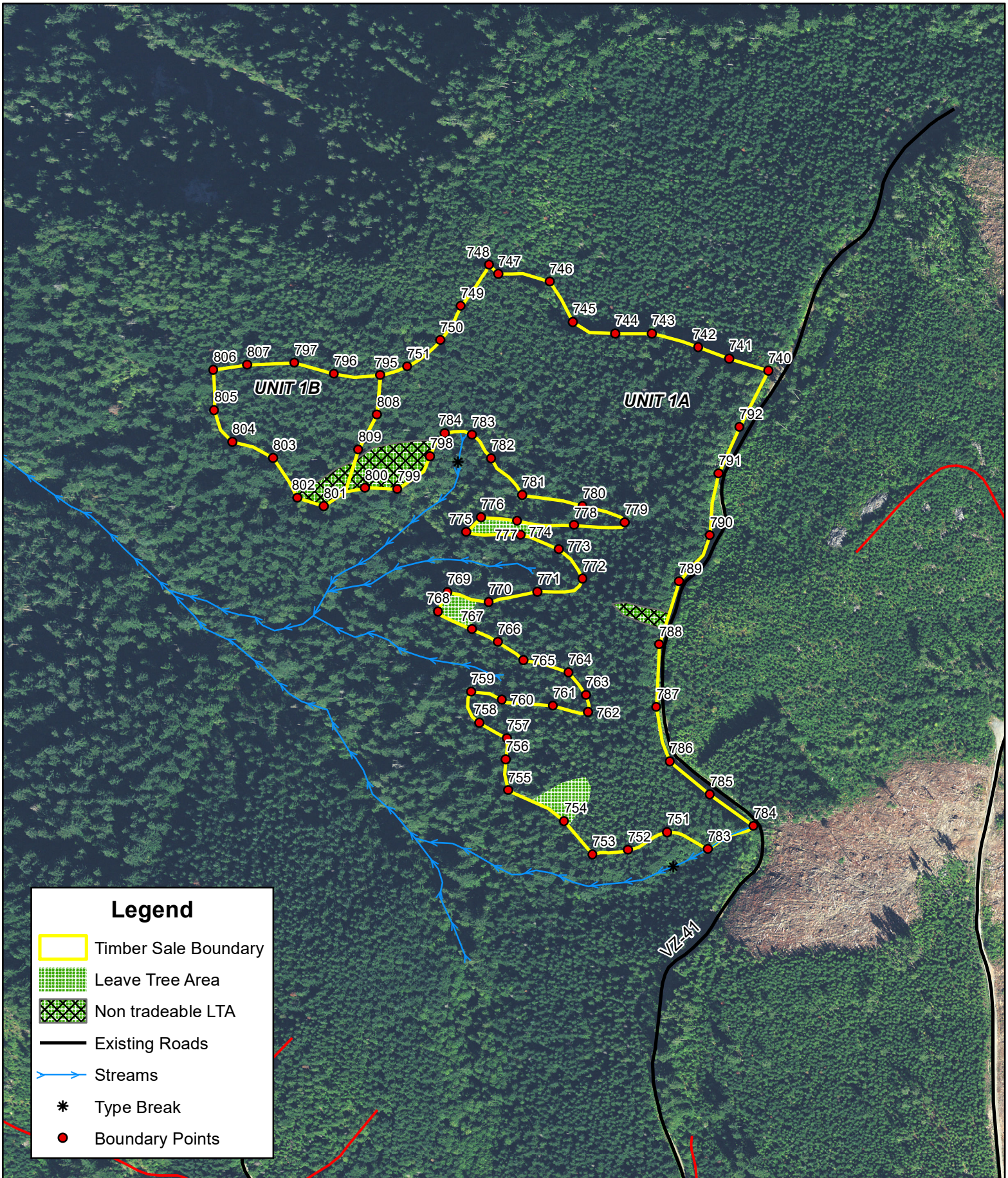
Over The Hills



Over The Hills

1 inch = 400 feet

0 200 400 800 Feet



Timber Sale Cruise Report Over The Hills - NW

Sale Name: OVER THE HILLS

Sale Type: LUMP SUM

Region: NORTHWEST

District: BAKER

Over The Hills TS is located north of Sedro Woolley off the Mosquito Lake road. Topography is mild/steep with a gentle gradient in some areas. Forest roads provide good drive access to the sale. My total net cruise volume for Over The Hills is 1,519 mbf. Most of the sale contains uniformly stocked Douglas-fir, Western Hemlock, and a minor Western Red Cedar component. The timber throughout Over The Hills shows good form with minor defect. The Douglas-fir contains a consistent high quality log in the first segment. Pole volume was cruised in both the Douglas fir(38mbf) and Western Red Cedar(25mbf).

If a plot landed near or in a "Leave Tree Area" the leave trees were recorded as leave. A species and DBH was obtained. This volume is not included in the sale volume. Cruise acres are based on FMA acres including leave tree areas.

For this cruise a 62.5/40.0 BAF was used based on stocking levels and diameter classes. My plots were generated in GIS and located in the field using Avenza Maps. Bole heights were measured with a laser and relaskop to break point (40% of diameter at 16'). Trees were segmented into appropriate log lengths - maximizing 32', 36', and 40'.

Logging and Stand Conditions:

Approximately 100% of the sale is uphill cable harvest. Over The Hills consists of an open understory with productive operator ground. Over The Hills is susceptible to snow accumulation in the winter months.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw
DF	17.5	8.9		1,162	11	107	543	445	57
WH	14.9			304			112	156	36
RC	17.0			53				47	6
ALL	16.8	8.8		1,519	11	107	654	648	100

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw
DF	8,194	55	644	3,568	3,445	483
WH	2,611			879	1,402	330
RC	502				454	48
ALL	11,308	55	644	4,447	5,301	861

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
345.8	5.5	153.3	2.9	52,987	6.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
OVER THE HILLS 1A	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	27.1	27.1	22	22	0
OVER THE HILLS 1B	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	3.8	3.8	3	3	0
All		30.9	30.9	25	25	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	15.3	38	7,754	7,672	1.1	1,464.7	237.1
DF	LIVE	2 SAW	HQ-A	14.4	39	7,274	7,258	0.2	1,532.3	224.3
DF	LIVE	2 SAW	HQ-B	16.0	39	2,717	2,641	2.8	570.9	81.6
DF	LIVE	3 PEELER	HQ-A	25.5	32	342	342	0.0	54.5	10.6
DF	LIVE	3 SAW	Domestic	8.7	36	14,449	14,386	0.4	3,444.7	444.5
DF	LIVE	4 SAW	Domestic	6.1	24	1,858	1,854	0.2	483.1	57.3
DF	LIVE	CULL	Cull	12.8	11	258	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	19.1	37	3,485	3,456	0.9	643.9	106.8
RC	LIVE	3 SAW	Domestic	9.1	37	1,542	1,517	1.6	454.4	46.9
RC	LIVE	4 SAW	Domestic	5.8	24	204	203	0.3	48.0	6.3
WH	LIVE	2 SAW	Domestic	14.1	40	3,624	3,609	0.4	878.8	111.5
WH	LIVE	3 SAW	Domestic	8.8	36	5,114	5,061	1.0	1,402.2	156.4
WH	LIVE	4 SAW	Domestic	5.5	26	1,171	1,161	0.9	330.1	35.9
WH	LIVE	CULL	Cull	19.2	14	181	0	100.0	0.0	0.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.4	30	5,136	0.1	1,304.9	158.7
DF	5 - 7	LIVE	Cull	7.2	12	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.9	36	11,103	0.6	2,622.9	343.1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	8 - 11	LIVE	Cull	11.3	16	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.5	36	3,349	0.4	677.4	103.5
DF	12 - 15	LIVE	Cull	13.6	5	0	100.0	0.0	0.0
DF	12 - 15	LIVE	HQ-B	13.7	40	1,147	1.1	257.9	35.5
DF	12 - 15	LIVE	HQ-A	14.3	39	6,532	0.2	1,399.7	201.8
DF	16 - 19	LIVE	Domestic	17.4	40	2,939	1.6	549.5	90.8
DF	16 - 19	LIVE	HQ-B	17.8	40	1,210	3.5	258.3	37.4
DF	16 - 19	LIVE	HQ-A	18.1	38	3,031	1.0	575.3	93.7
DF	20+	LIVE	HQ-B	20.6	32	283	6.3	54.6	8.7
DF	20+	LIVE	Cull	20.9	8	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	22.4	40	1,384	1.3	237.8	42.8
DF	20+	LIVE	HQ-A	22.9	38	1,494	0.0	255.7	46.2
RC	5+	LIVE	Domestic	8.0	33	1,720	1.5	502.4	53.2
WH	5 - 7	LIVE	Domestic	5.9	28	1,917	0.5	551.5	59.2
WH	8 - 11	LIVE	Domestic	9.3	37	4,306	1.2	1,180.8	133.0
WH	12 - 15	LIVE	Domestic	13.9	40	3,263	0.5	803.7	100.8
WH	16 - 19	LIVE	Domestic	16.3	40	345	0.0	75.1	10.7
WH	16 - 19	LIVE	Cull	19.2	14	0	100.0	0.0	0.0

Cruise Unit Report OVER THE HILLS 1A

Unit Sale Notice Volume (MBF): OVER THE HILLS 1A

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw
DF	17.4	8.7		988	11	74	456	398	50
WH	14.9			304			112	156	36
RC	17.0			53				47	6
ALL	16.6	8.7		1,345	11	74	567	602	92

Unit Cruise Design: OVER THE HILLS 1A

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	27.1	27.1	22	22	0

Unit Cruise Summary: OVER THE HILLS 1A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	79	83	3.8	3
WH	28	30	1.4	0
RC	13	14	0.6	0
ALL	120	127	5.8	3

Unit Cruise Statistics (Cut + Leave Trees): OVER THE HILLS 1A

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	235.8	43.2	9.2	162.5	30.0	3.4	38,312	52.6	9.8
WH	85.2	102.6	21.9	140.9	19.2	3.6	12,010	104.4	22.2
RC	26.5	160.8	34.3	83.0	33.9	9.4	2,197	164.4	35.6
ALL	347.5	24.0	5.1	151.1	32.5	3.0	52,519	40.4	5.9

Unit Summary: OVER THE HILLS 1A

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	76	ALL	17.3	79	101	35,614	35,080	1.5	132.3	215.9	51.9	950.7
DF	LIVE	POLE	3	ALL	18.4	87	111	1,406	1,385	1.5	4.6	8.5	2.0	37.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	LEA	0	ALL	11.4			1,874	1,846	1.5	16.0	11.4	3.4	50.0
RC	LIVE	CUT	7	ALL	15.9	58	72	1,072	1,056	1.5	9.2	12.7	3.2	28.6
RC	LIVE	POLE	6	ALL	18.6	71	90	919	905	1.5	5.8	10.9	2.5	24.5
RC	LIVE	LEA	0	ALL	43.9			239	236	1.5	0.3	2.8	0.4	6.4
WH	LIVE	CUT	28	ALL	14.9	72	91	11,505	11,210	2.6	65.7	79.5	20.6	303.8
WH	LIVE	LEA	0	ALL	11.1			822	801	2.6	8.5	5.7	1.7	21.7
ALL	LIVE	CUT	111	ALL	16.5	76	96	48,191	47,346	1.8	207.2	308.2	75.7	1,283.1
ALL	LIVE	POLE	9	ALL	18.5	78	99	2,325	2,290	1.5	10.4	19.4	4.5	62.1
ALL	LIVE	LEA	0	ALL	12.2			2,936	2,883	1.8	24.8	19.9	5.5	78.1
ALL	ALL	ALL	120	ALL	16.2	76	97	53,452	52,519	1.7	242.4	347.5	85.7	1,423.3

Cruise Unit Report OVER THE HILLS 1B

Unit Sale Notice Volume (MBF): OVER THE HILLS 1B

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	18.3	10.0		174	33	87	46	7
ALL	18.3	10.0		174	33	87	46	7

Unit Cruise Design: OVER THE HILLS 1B

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	3.8	3.8	3	3	0

Unit Cruise Summary: OVER THE HILLS 1B

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	16	5.3	1
ALL	13	16	5.3	1

Unit Cruise Statistics (Cut + Leave Trees): OVER THE HILLS 1B

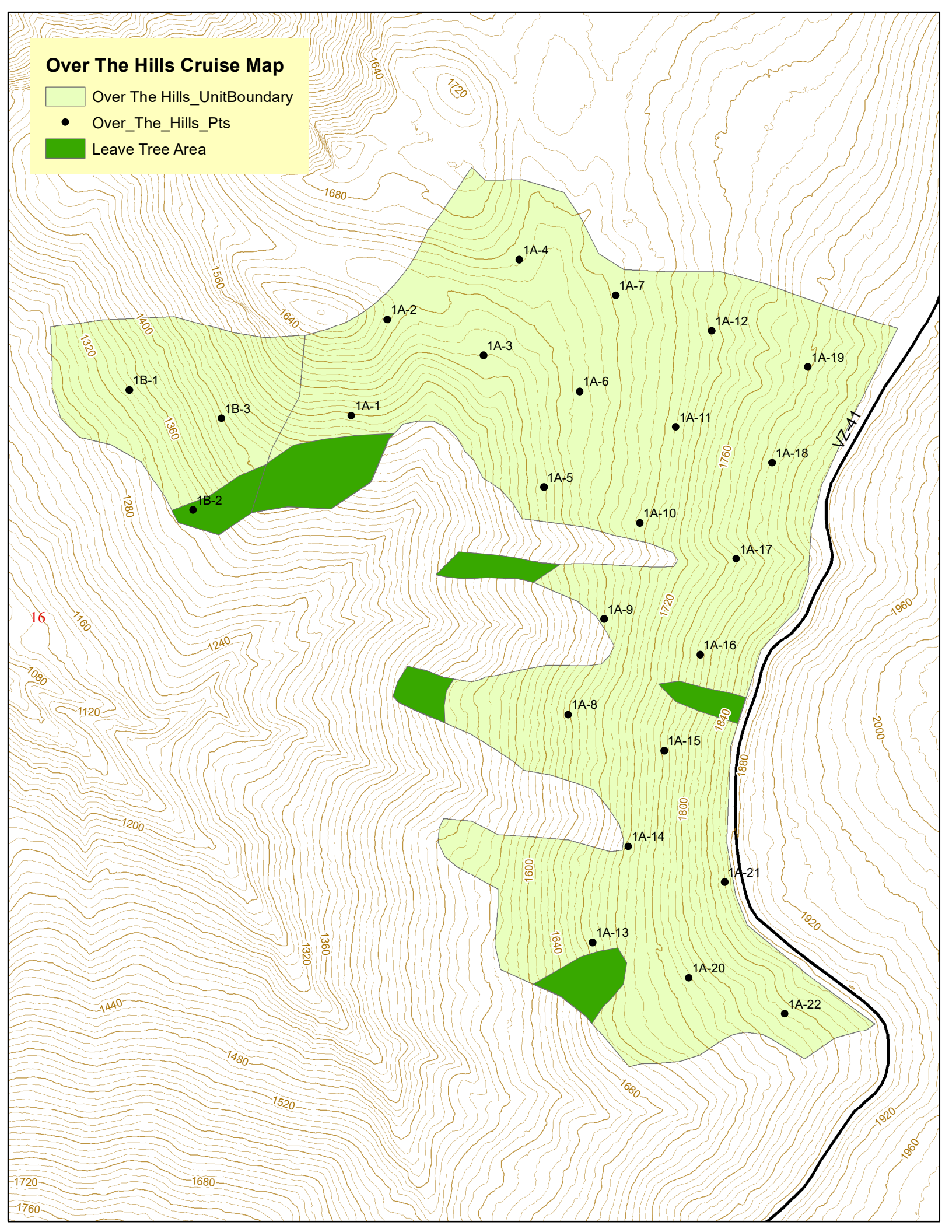
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	333.3	47.2	27.2	169.0	35.2	9.8	56,326	58.9	28.9
ALL	333.3	47.2	27.2	169.0	35.2	9.8	56,326	58.9	28.9

Unit Summary: OVER THE HILLS 1B

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	18.3	80	102	46,121	45,765	0.8	148.3	270.8	63.3	173.9
DF	LIVE	LEA	0	ALL	12.9			10,643	10,561	0.8	68.9	62.5	17.4	40.1
ALL	LIVE	CUT	13	ALL	18.3	80	102	46,121	45,765	0.8	148.3	270.8	63.3	173.9
ALL	LIVE	LEA	0	ALL	12.9			10,643	10,561	0.8	68.9	62.5	17.4	40.1
ALL	ALL	ALL	13	ALL	16.8	80	102	56,764	56,326	0.8	217.2	333.3	80.7	214.0

Over The Hills Cruise Map

- Over The Hills_UnitBoundary
- Over_The_Hills_Pts
- Leave Tree Area





Forest Practices Application/Notification Notice of Decision

FPA/N No: 2818862

Effective Date: 1/20/2023

Expiration Date: 1/20/2026

Shut Down Zone: 656

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: Over the Hills

Decision

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

FPA/N Classification

☐ Class II ☒ Class III ☐ Class IVG ☐ Class IVS

Number of Years Granted on Multi-Year Request

☐ 4 years ☐ 5 years

Conditions on Approval/Reasons for Disapproval

Issued By: Megan Pike

Region: Northwest Region

Title: Resource Protection Forester

Date: 1/20/2023

Copies to: ☐ Landowner, Timber Owner and Operator

Issued in person: ☒ LO ☒ TO ☒ OP By: Ada Schmidt Ada Schmidt Date: 1/20/2023

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See [RCW 76.09.205](#). 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 Northwest Region
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 919 North Township Street Sedro-Woolley, WA 98284 <u>Mailing Address</u> 919 North Township Street Sedro-Woolley, WA 98284

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.wa.gov/content/11>

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I Choose an item, caused the Notice of Decision for FPA/N No. _____ To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

Click or tap to enter
a date.

(Date)

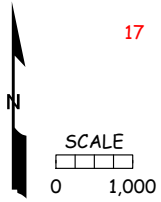
(City & State where signed)

(Signature)



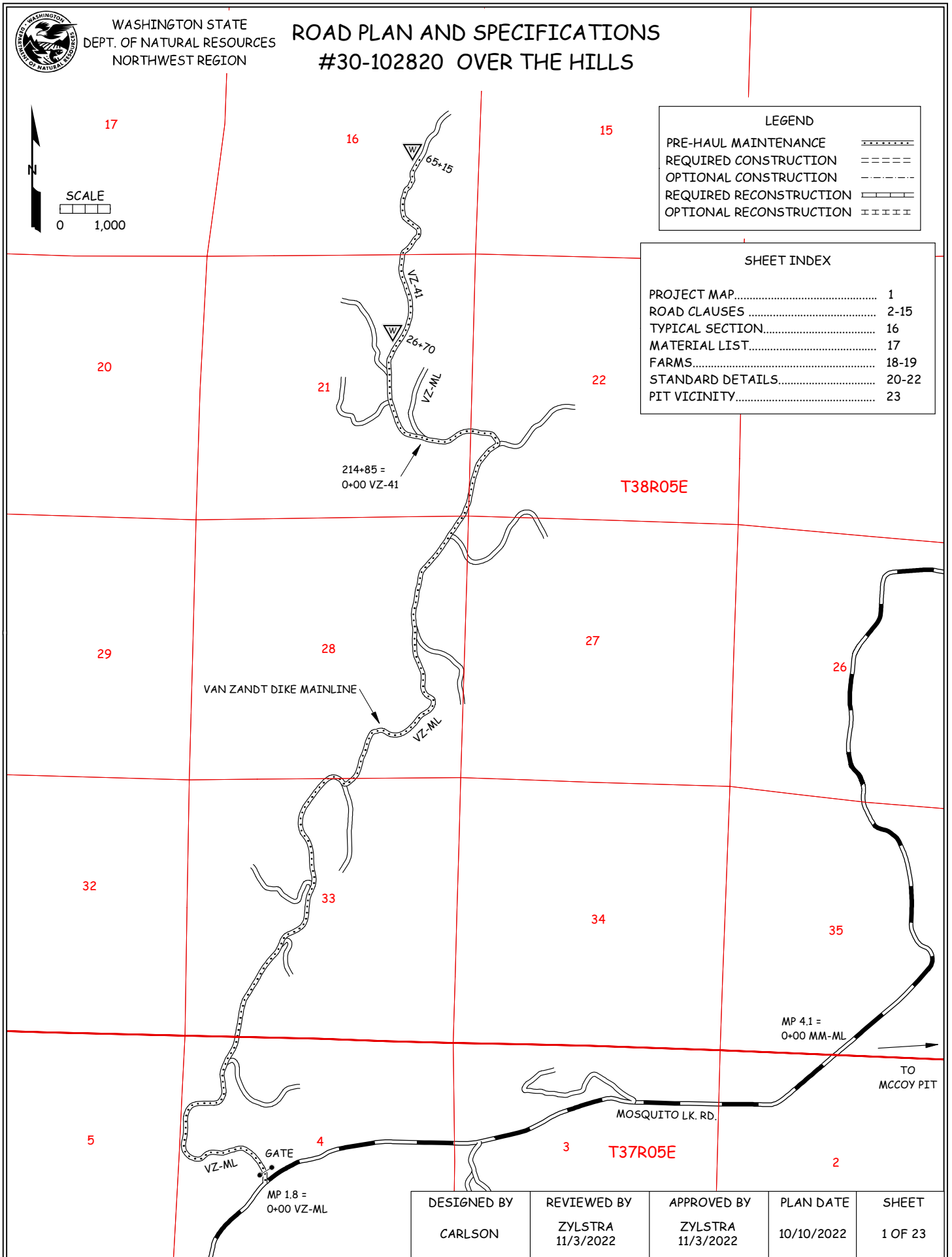
WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION

ROAD PLAN AND SPECIFICATIONS #30-102820 OVER THE HILLS



LEGEND	
PRE-HAUL MAINTENANCE	-----
REQUIRED CONSTRUCTION	=====
OPTIONAL CONSTRUCTION	-.-.-.-.-
REQUIRED RECONSTRUCTION	=====
OPTIONAL RECONSTRUCTION	=====

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DESIGNED BY CARLSON	REVIEWED BY ZYLSTRA 11/3/2022	APPROVED BY ZYLSTRA 11/3/2022	PLAN DATE 10/10/2022	SHEET 1 OF 23
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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

OVER THE HILLS TIMBER SALE ROAD PLAN
WHATCOM COUNTY
BAKER DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-102820

STAFF ENGINEER: CARLSON

DATE: OCTOBER 10, 2022

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
VZ-ML	0+00 to 214+85	Pre-haul Maintenance
VZ-41	0+00 to 65+15	Pre-haul Maintenance

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
VZ-ML	0+00 to 214+85	Brushing. Blading, shaping, and ditching the road prism to dimensions shown in the TYPICAL SECTION.
VZ-41	0+00 to 65+15	Brushing. Cleaning culverts, ditches, headwalls, and catch basins. Blading, shaping, and ditching the road prism to dimensions shown in the TYPICAL SECTION. Culvert Installations.

0-7 POST-HAUL MAINTENANCE

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

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.

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

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

- Right-of-way
 - Felling/decking
 - Clearing/grubbing
- Subgrade Construction
 - Excavation and embankment to subgrade
 - Culvert installation
 - Ditch construction
 - Subgrade compaction
- Rock application
 - Rock compaction
 - Rock depth
- Erosion and sediment control
- Revegetation

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure periods unless authorized in writing by the Contract Administrator.

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

1-26 OPERATING DURING CLOSURE PERIOD

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

1-29 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.

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

Purchaser shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following roads, Purchaser shall use a grader to shape the existing surface before any hauling. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
VZ-ML	0+00 to 214+85 see Clause 0-6 PRE-HAUL MAINTENANCE
VZ-41	0+00 to 65+15 see Clause 0-6 PRE-HAUL MAINTENANCE

2-6 CLEANING CULVERTS

On the following roads, Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before any hauling.

<u>Road</u>	<u>Stations</u>
VZ-41	0+00 to 65+15

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following roads, Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before any hauling and must be done in accordance with the TYPICAL SECTION.

<u>Road</u>	<u>Stations</u>
VZ-41	0+00 to 65+15

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
VZ-ML	0+00 to 214+85
VZ-41	0+00 to 65+15

3-20 ORGANIC DEBRIS DEFINITION

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

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located as listed below or at areas approved in writing by the Contract Administrator.

<u>Road</u>	<u>Disposal Location</u>	<u>Requirement</u>
VZ-41	Station 26+70 VZ-ML	Keep organic debris separate from waste material.
VZ-41	Station 65+15 VZ-ML	Keep organic debris separate from waste material.

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 50%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-32 END HAULING ORGANIC DEBRIS

If constructing split-level landings above the VZ-41, Purchaser shall end haul organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

If constructing split-level landings above the VZ-41, Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized in writing by the Contract Administrator.

4-5 CUT SLOPE RATIO

If constructing split-level landings above the VZ-41, Purchaser shall construct excavation slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	$\frac{3}{4}$:1	133
Fractured or loose rock	$\frac{1}{2}$:1	200
Hardpan or solid rock	$\frac{1}{4}$:1	400

4-6 EMBANKMENT SLOPE RATIO

If constructing split-level landings above the VZ-41, Purchaser shall construct embankment slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	$1\frac{1}{2}$:1	67
Angular Rock	$1\frac{1}{4}$:1	80

4-7 SHAPING CUT AND FILL SLOPE

If constructing split-level landings above the VZ-41, Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

If constructing split-level landings above the VZ-41, Purchaser may sidecast waste material on side slopes up to 60% if the waste material is compacted and free of organic debris. On side slopes greater than 60%, all waste material must be end hauled to the designated waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

If constructing split-level landings above the VZ-41, Purchaser shall deposit waste material in the listed designated areas or in areas identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Disposal Location</u>	<u>Requirement</u>
VZ-41	Station 26+70 VZ-ML	Keep organic debris separate from waste material.
VZ-41	Station 65+15 VZ-ML	Keep organic debris separate from waste material.

SECTION 5 – DRAINAGE

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on MATERIALS 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 must meet the specifications in Clauses 10-15 through 10-24.

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, Energy dissipater installation is subject to approval by the Contract Administrator.

Rock used for energy dissipaters must be light/loose riprap. 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. Rock must be set in place by machine. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. Rock type shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes must be staked on both sides at a maximum interval of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire and in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the TYPICAL SECTION may be obtained from existing stockpiles on state land at no charge to the Purchaser. Purchaser shall not remove more than 120 cubic yards of 2-inch minus crushed rock. Purchaser shall not remove additional.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
McCoy Pit	Sta. 22+50 of the MM-2217 rd.	2-inch minus crushed rock riprap (to be sorted by Purchaser)

6-23 ROCK GRADATION TYPES

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

6-50 LIGHT LOOSE RIP RAP

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

6-51 HEAVY LOOSE RIP RAP

Rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects. Heavy loose riprap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
30% / 90%	1 ton to 3 ton	36" - 54"
70% / 90%	500 lbs. to 1 ½ ton	24" - 42"
10% / 30%	50 lbs. max	3" - 8"

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

SECTION 8 – EROSION CONTROL

8-15 REVEGETATION

If constructing split-level landings above the VZ-41, Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the required grass seed and fertilizer.

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

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

8-25 GRASS SEED

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

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

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

8-27 FERTILIZER

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

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

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-12 LANDING EMBANKMENT REMOVAL

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

SECTION 10 MATERIALS

10-17 CORRUGATED PLASTIC CULVERT

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

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes must meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes must be Type C – corrugated single walled pipe.

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.

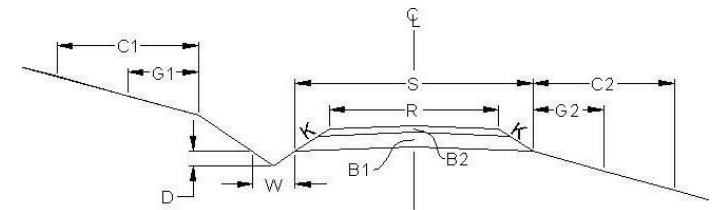
SECTION 11 SPECIAL NOTES

11-1 SPLIT LEVEL LANDINGS

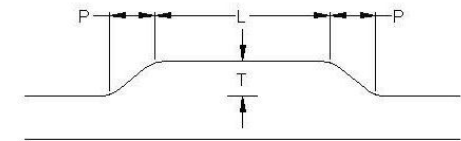
If split-level landings were constructed above the VZ-41, Purchaser shall clean up all landing debris with potential to fall onto the VZ-41 and reconstruct ditches to ensure proper drainage along the VZ-41 prior to the termination of the contract.

ROAD #		VZ-ML	VZ-41		
REQUIRED / OPTIONAL		REQUIRED	REQUIRED		
CONSTRUCT / RECONSTRUCT		PRE-HAUL	PRE-HAUL		
TOLERANCE CLASS (A/B/C)		A	A		
STATION / MP TO		0+00	0+00		
STATION / MP		214+85	65+15		
ROAD WIDTH	R	--	12		
CROWN (INCHES @ C/L)		3	3		
DITCH WIDTH	W	--	3		
DITCH DEPTH	D	--	1		
TURNOUT LENGTH	L	--	50		
TURNOUT WIDTH	T	--	10		
TURNOUT TAPER	P	--	25		
GRUBBING	G1	--	--		
	G2	--	--		
CLEARING	C1	--	--		
	C2	--	--		
ROCK FILLSLOPE	K:1	--	1½		
❖ BALLAST DEPTH	B1	--	--		
CUBIC YARDS / STATION		--	--		
➤ TOTAL CY BALLAST		--	--		
❖ SURFACING DEPTH	B2	--	--		
CUBIC YARDS / STATION		--	--		
➤ TOTAL CY SURFACING		--	120		
➤ TOTAL CUBIC YARDS		--	120		
SUBGRADE WIDTH	S	--	--		
BRUSHCUT (Y/N)		Y	Y		
BLADE, SHAPE, & DITCH (Y/N)		Y	Y		

TYPICAL SECTION



TURNOUT DETAIL (PLAN VIEW)



SYMBOL NOTES

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

TOTAL 2-INCH MINUS CRUSHED ROCK = 120 CY
 10 CY OVER EACH CULVERT INSTALLATION
 50 CY FOR SPOT PATCHING
 TOTAL RIPRAP = 38 CY

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			<u>Note:</u> Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												<u>Diameter</u> 18" 24" – 48" 54" – 96"	<u>Gage</u> 16 14 14	<u>Corrugation</u> 2 2/3" x 1/2" 2 2/3" x 1/2" 3" x 1"
VZ-41	17+85	18	30	PD			2	3	L	NT	C			
VZ-41	39+15	18	20	PD	50	PS	2	3	L	NT	C			
VZ-41	40+85	18	40	PD			2	3	L	NT	C			
VZ-41	42+85	18	40	PD			2	3	L	NT	C			
VZ-41	45+55	18	40	PD			2	3	L	NT	C			
VZ-41	46+05	24	40	PD			3	5	H/L	NT	C	Seep		
VZ-41	56+45	18	20	PD	50	PS	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

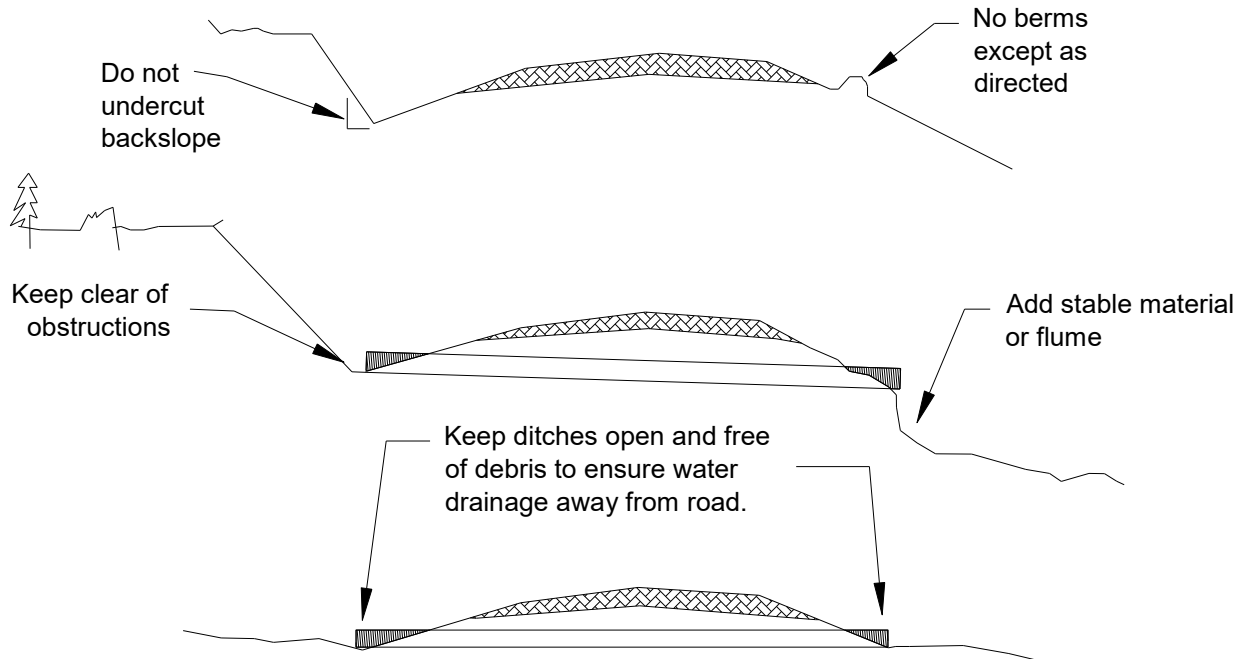
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

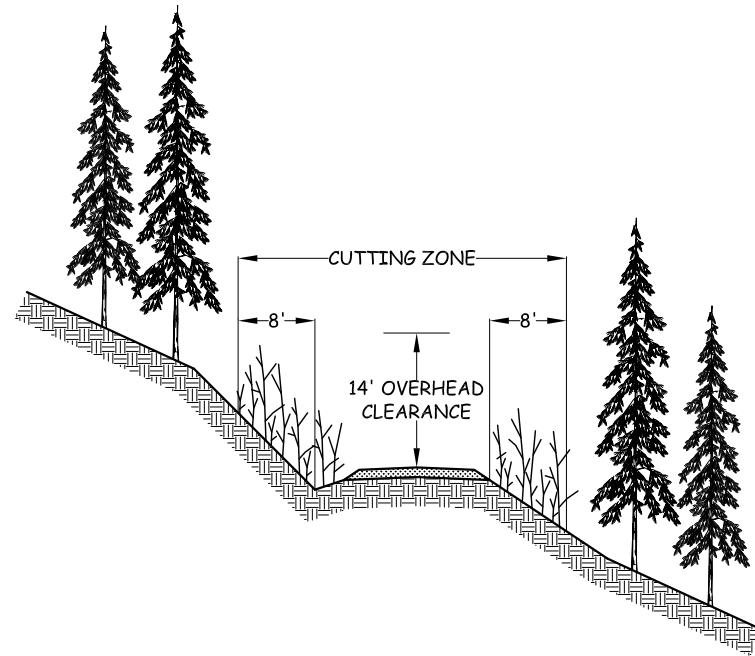
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



ROAD BRUSHING DETAILS



SPECIFICATIONS

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

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

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

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

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

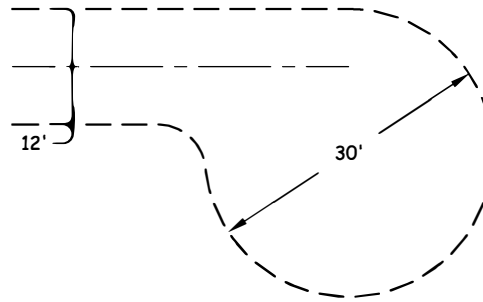
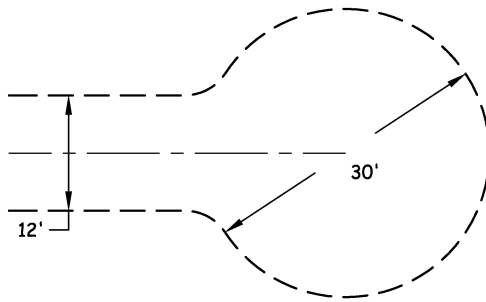
SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

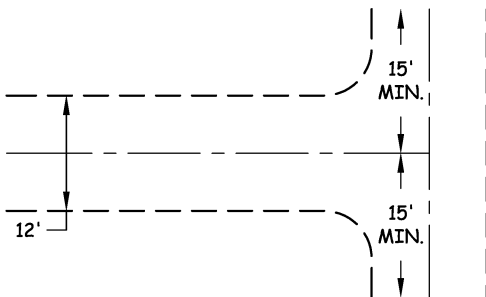
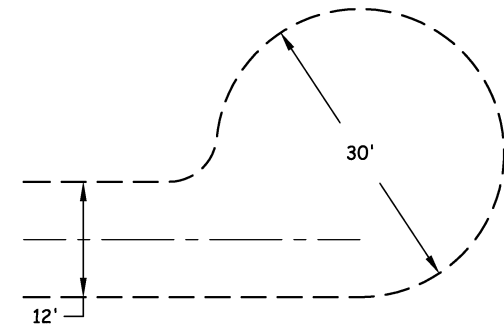
CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

CONTRACT #	PROJECT	SHEET
30-102820	OVER THE HILLS	20 OF 23

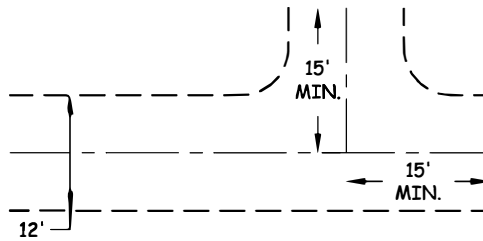
TURNAROUND DETAILS



CUL-DE-SAC

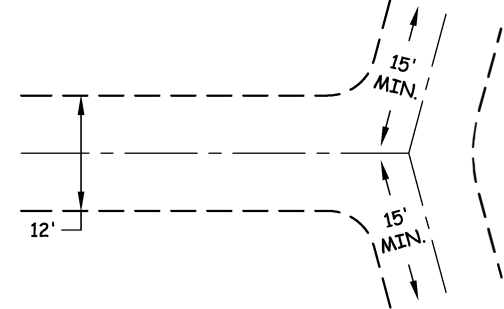


HAMMERHEAD



MUST BE CONSTRUCTED WITHIN
100' OF THE END OF THE ROAD.

3-POINT SIDE



3-POINT WYE

TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

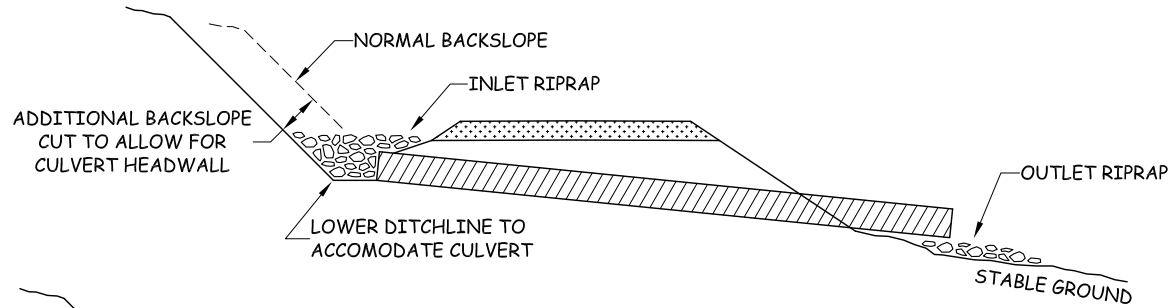
CONTRACT #
30-102820

PROJECT
OVER THE HILLS

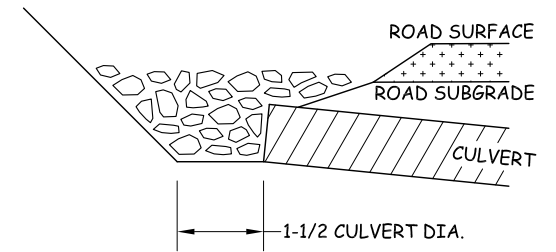
SHEET
21 OF 23

CULVERT AND DRAINAGE SPECIFICATIONS

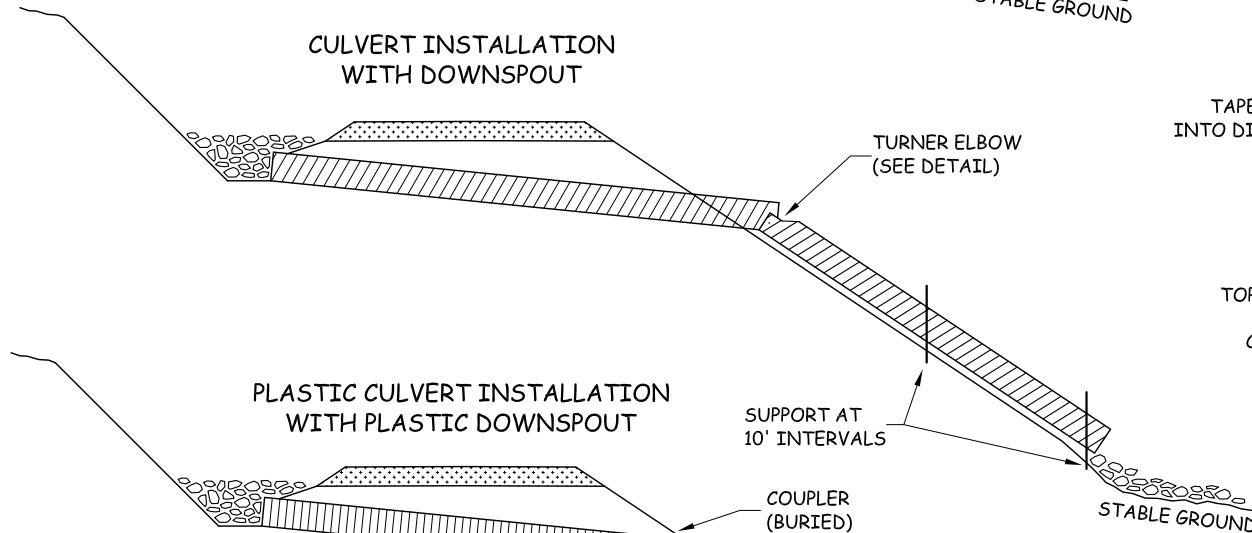
CULVERT INSTALLATION (TYPICAL)



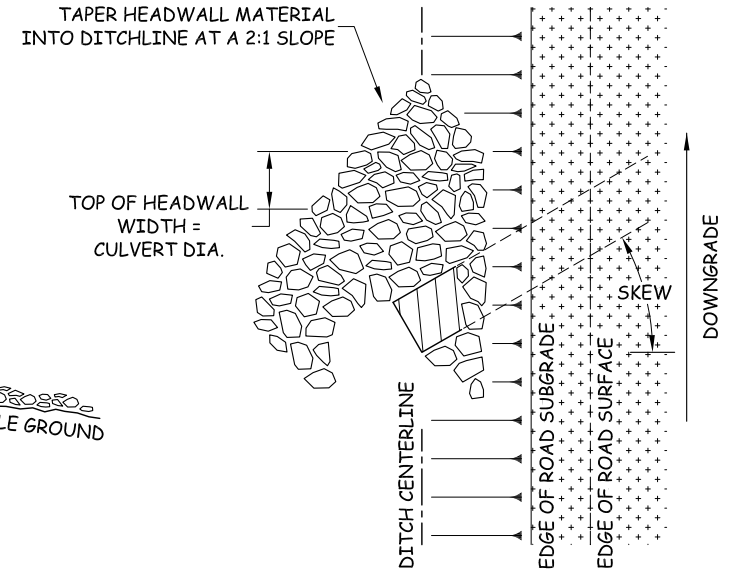
CULVERT HEADWALL - SECTION VIEW



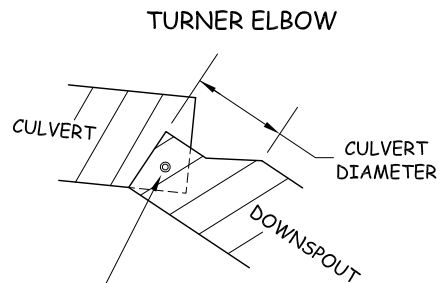
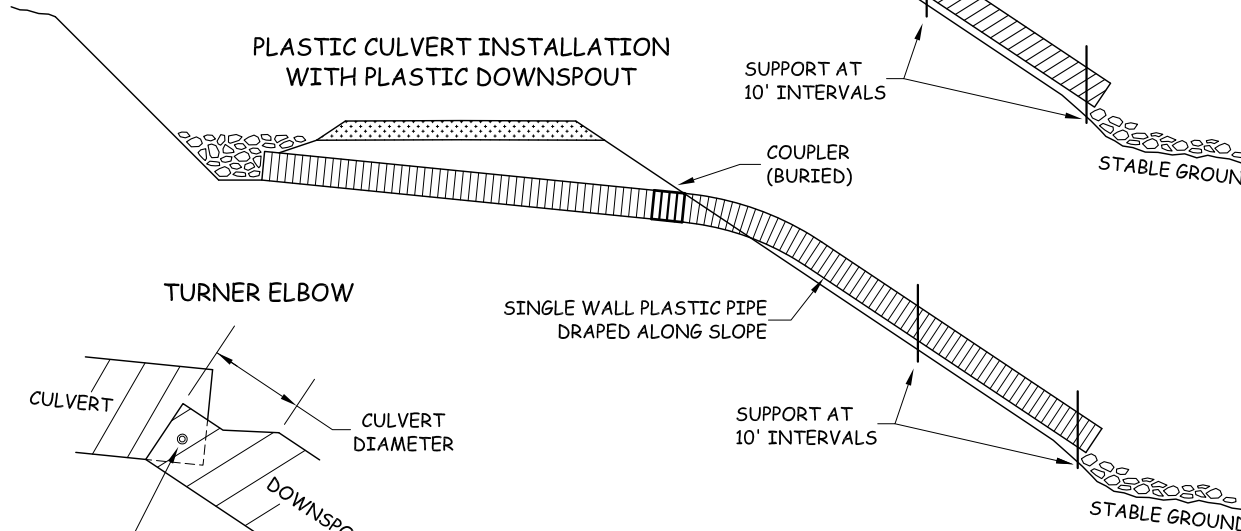
CULVERT INSTALLATION WITH DOWNSPOUT



CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



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

HEADWALL NOTE:

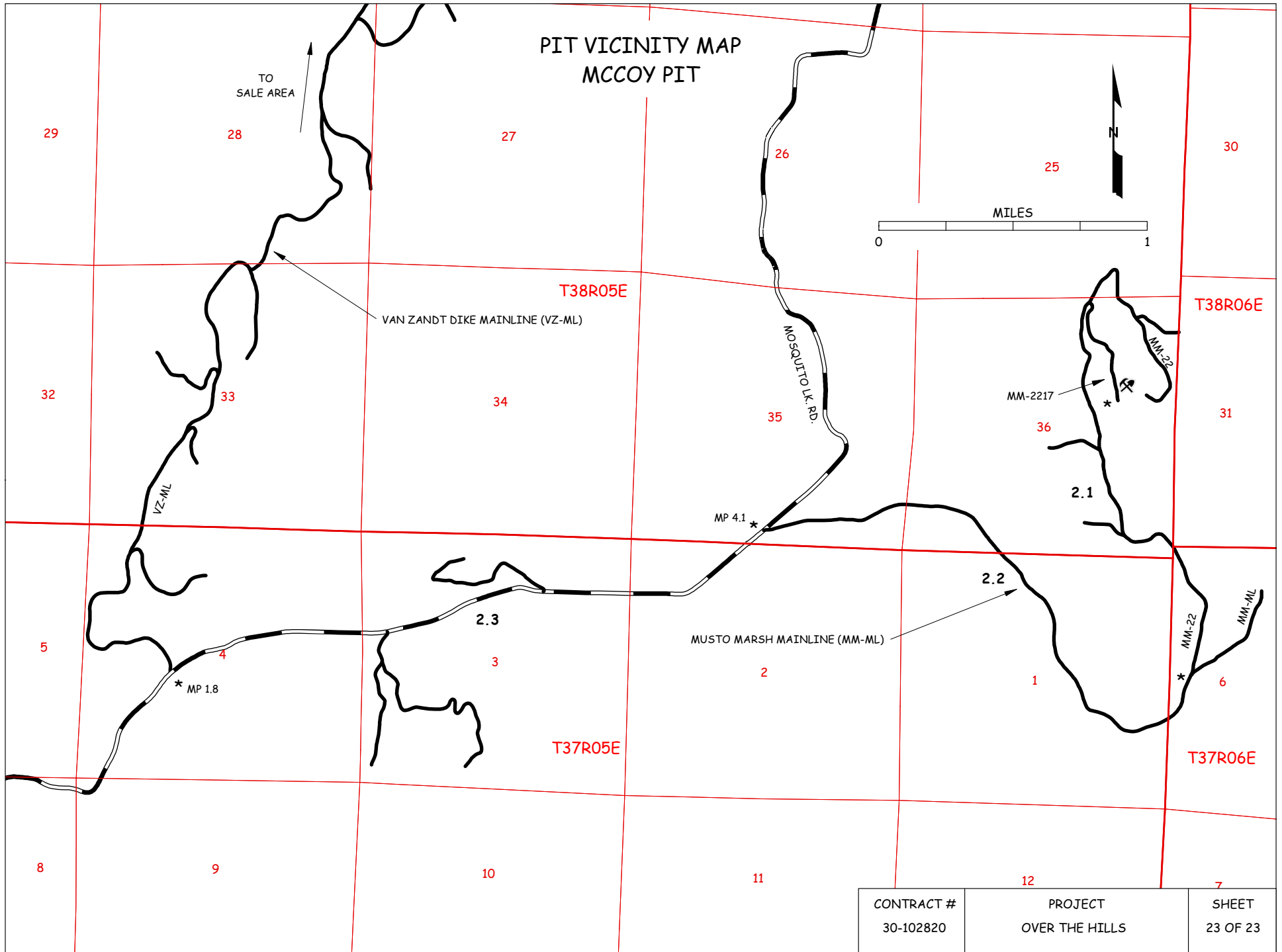
HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT #
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PROJECT
OVER THE HILLS

SHEET
22 OF 23

PIT VICINITY MAP
MCCOY PIT



CONTRACT #
30-102820

PROJECT
OVER THE HILLS

SHEET
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ROAD COST SUMMARY

OVER THE HILLS Timber Sale #30-102820

PRE-HAUL MAINTENANCE SUMMARY

ROAD #	STATIONING	TOTAL STATIONS	ROCK PRODUCTION COST	ROCK LOADING COST	ROCK HAUL COST	ROCK SPREADING COST	CULVERT COST	OTHER COST	PRE-HAUL GRADING AND BRUSHING	TOTAL COST	COST/STA
VZ-ML	0+00 to 214+85	214.85	\$0	\$0	\$0	\$0	\$0	\$0	\$10,173	\$10,173	\$47
VZ-41	0+00 to 65+15	65.15	\$0	\$2,695	\$3,911	\$2,110	\$3,804	\$13,640	\$3,085	\$29,245	\$449
TOTAL										\$39,417	

OTHER COSTS include cleaning culverts, ditches, headwalls, catch basins, culvert installation, and miscellaneous other requirements detailed in the road plan.

POST-HAUL MAINTENANCE SUMMARY

ROAD #	STATIONING	TOTAL STATIONS	POST-HAUL GRADING COST	OTHER COST	TOTAL COST	COST/STA
VZ-ML	0+00 to 214+85	214.85	\$3,255	\$0	\$3,255	\$15
VZ-41	0+00 to 65+15	65.15	\$987	\$0	\$987	\$15
				TOTAL	\$4,242	

OTHER COSTS include miscellaneous other requirements detailed in the road plan.

NOTE: ALL MOBILIZATION COSTS HAVE BEEN AMORTIZED IN WITH OTHER COSTS.

TOTAL ROAD COST	\$43,660	
SALE VOLUME (MBF)	1150	PRE-CRUISE ESTIMATED VOLUME
ROAD COST/MBF	\$38	

LOGGING PLAN MAP

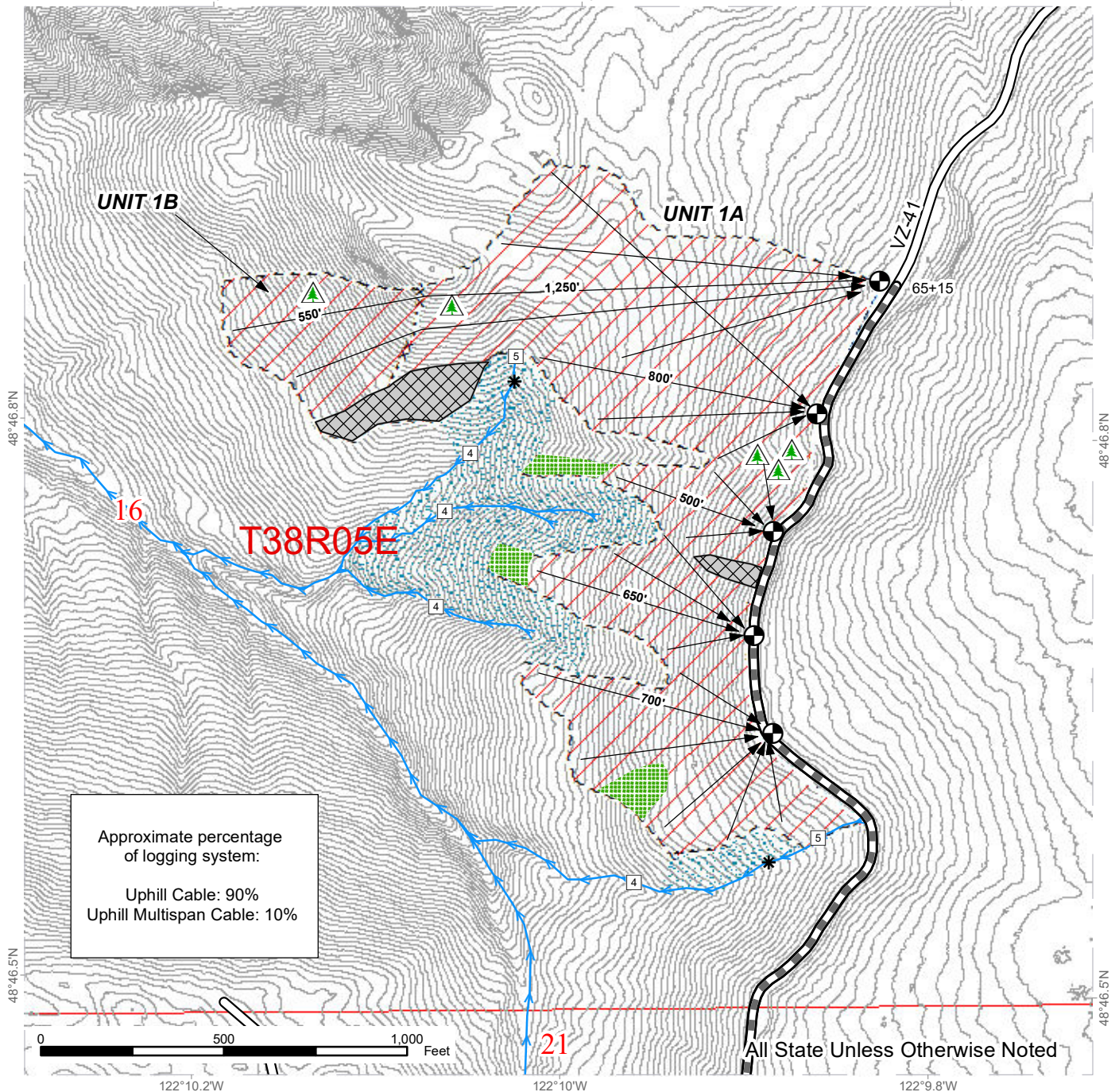
SALE NAME: OVER THE HILLS
AGREEMENT#: 30-102820
TOWNSHIP(S): T38R5E
TRUST(S): Common School and Indemnity (3)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1280-1880

122°10.2'W

122°10'W

122°9.8'W



Approximate percentage
of logging system:
Uphill Cable: 90%
Uphill Multispan Cable: 10%

- | | | |
|--------------------------|-------------------------------|---------------------------|
| Sale Area | Sale Boundary Tags | Streams |
| Leave Tree Area | Special Mgmt Area | Stream Type |
| Non-Tradeable Leave Area | Existing Roads | Stream Type Break |
| Riparian Mgt Zone | Required Pre-Haul Maintenance | Landing - Proposed |
| | Cable Harvest | Non-Tradeable Leave Trees |