STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE
RFQ NO. 30-0103158

PROJECT TITLE: MIDGE Sorts

QUOTE DUE DATE: August 17, 2022  12:00  PM

EXPECTED TIME PERIOD FOR CONTRACT: September 7, 2022 to April 14, 2023

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors who have been pre-qualified and are listed in the Department of Natural Resources Contract Harvesting Services Eligible Bidder Pool.
ATTENTION – Exemption from Covid Vaccination Requirements  
Updated November 2021

On September 27, 2021, pursuant to the governor’s emergency powers authorized in RCW 43.06.220, Washington Governor Jay Inslee issued Proclamation 21-14-2 – COVID-19 Vaccination Requirement (“Proclamation”). Effective October 18, 2021, the Proclamation prohibits, with certain exceptions, state agencies from permitting contractors to engage in work for the state if the personnel performing the contract (including subcontractor personnel) have not been fully vaccinated against COVID-19 as set forth in the Proclamation.

The Department of Natural Resources (DNR) has concluded, in consultation with the Governor’s office, that contractors who are working in outdoor settings on contracts that support the trust fiduciary responsibilities, and who have only fleeting close contact with DNR staff or the public, fall outside of the intended scope of the Proclamation and therefore are not subject to the vaccination requirements set forth in the Proclamation.

The Harvesting Services Contract with DNR has been determined to fall outside the scope of the Proclamation and, therefore, successful bidder is not subject to the vaccination requirements for this Harvesting Services Contract.

In order to remain in compliance with that determination, and, as part of the performance of that contract, the successful bidder’s personnel (including any subcontractor personnel) must adhere to the conditions outlined below.

1. All work performed under the Harvesting Services Contract, while on DNR managed lands, must be in an outdoor setting, and none of successful bidder’s personnel (including any subcontractor personnel) will be allowed to enter any DNR facilities while performing under this contract.
2. All close contact with DNR employees, volunteers, or the general public, defined as less than 6 feet, must be fleeting in nature.

Please be aware that failure to abide by these conditions would subject the successful bidder’s Harvesting Services Contract to the vaccination requirements found in the Proclamation. The Proclamation has the full force of law and is subject to the G-250.1 Compliance with All Laws clause of the Harvesting Services Contract.

Also, please note, this determination only applies to DNR contracts where the contract meets the exemption criteria noted above. It does not apply to contracts with other state agencies or other DNR contracts that do not meet the exemption criteria.

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SECTION 1 INTRODUCTION

1.01 Project Summary
The Washington State Department of Natural Resources, (DNR) solicits Quotes from firms interested in participating on a project described below:

Defined in the Harvesting Services Contract. The selected harvester will be expected to access, cut, yard, load and haul logs from the MIDGE Sorts CH Timber Sale to specified delivery points.

1.02 Purpose and Background
This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR’s harvester bidding pool and are interested in contract harvesting approximately 803 MBF of timber in 3 unit(s) for the Department of Natural Resources in the Northwest Region Office.

1.03 Minimum Qualifications
Candidate Harvesters must be licensed to do business in the State of Washington and must demonstrate that they are capable of performing the work and meet the requirements outlined in the attached Harvesting Services Contract and Road Plan.

Candidate Harvesters must participate in a two-part process to bid on the work defined by the Harvesting Contract (Exhibit B) and Road Plan (Exhibit C). First, a Statement of Qualifications (SOQ) must be submitted to DNR for evaluation. The Candidate Harvester must achieve ‘eligible-for-bidding’ status placing them in the DNR’s eligible bidder pool. Second, Eligible Bidders will be requested to submit a bid for the Harvesting Services Contract along with a ‘Statement of Available Resources and Work Plan’ and any other materials listed as ‘required’ in section 2.06 of this RFQ. The State will award the contract to the eligible bidder who submits the lowest bid and has provided a ‘Statement of Available Resources and Work Plan’ that demonstrates to the State that the Candidate Harvester has the ability to complete the project as required.

Proposals from Candidate Harvesters who do not meet these minimum qualifications shall be rejected.

1.04 Contract Term
The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for September 7, 2022 to April 14, 2023. Any amendments extending the period of performance shall be at DNR’s sole discretion.

1.05 Payment for Work
The State shall make payments to the Contractor for services required and approved including log hauling and road work calculated according to the terms in the harvesting services contract. The Contractor is responsible for independently negotiating, procuring and paying for all services provided.
Depending on the project bid structure defined in section 2.06 ‘Contract Harvesting Services Quote Format’ of this RFQ, payment will be calculated using:

- The Contractor’s On Board Truck (OBT) bid rate per mbf for logs harvested and delivered for sort(s) 01, 02, 03, 04, 05, 06, 09 and 10.
- And an OBT rate of $12.00 per Ton for sorts 11 and 12 harvested and delivered.
- The Contractor’s OBT bid rate per mbf for Poles harvested and delivered for sort(s) 07 and 08.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of $20.00 per mbf.
- Payments to the Contractor for hauling services shall be based upon the tons delivered multiplied by: a base rate, ‘A’ and ‘C mile rates’, a fuel index factor and the Contractor’s hauling bid factor using the following formula:

\[
\text{Hauling Services Payment Rate per Ton} = (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor’s hauling bid factor})
\]

Base Rate = $2.35  

Mileage Rate = (($0.16 \times C \text{ miles}) + ($0.11 \times A \text{ miles})) \times (\text{Fuel Index Factor})

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration’s Weekly Retail On-Highway Diesel prices for the West Coast region posted at [https://www.eia.gov/petroleum/gasdiesel/](https://www.eia.gov/petroleum/gasdiesel/) using the following formula;

\[
\text{Fuel Index Factor} = 1 + \frac{Q(x) - Q(\text{base})}{Q(\text{base})}
\]

Where;  
\(Q(\text{base}) = \text{Average fuel price for quarter preceding harvesting services contract bid opening.}\)  
\(Q(x) = \text{Average fuel price for quarter preceding log deliveries.}\)

The fuel index factor will be calculated each; January and apply to loads delivered between January 1 and March 31,  
April and apply to loads delivered between April 1 and June 30,  
July and apply to loads delivered between July 1 and September 30,  
October and apply to loads delivered between October 1 and December 31.
Hauling Rate Example:

- **Base Rate** = $2.35
- **C miles** = 10
- **A miles** = 100
- **Fuel Index Factor** = 1.000

\[
\text{Mileage Rate} = ((0.16 \times 10) + (0.11 \times 100)) \times (1.000) = $12.60
\]

- **Contractor’s hauling bid factor** = 1.100

\[
\text{Hauling Services Payment Rate per Ton} = (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor’s hauling bid factor})
\]

\[
= (\$2.35 + \$12.60) \times 1.100
\]

\[
= \$16.45
\]

For sorts bid on an mbf basis tonnage will be calculated using the State’s conversion rate unless actual tonnage is available and approved for use. For tonnage based sorts, actual tonnage shall apply.

- **Travel distances to each log sort destination** will be determined by the State and will represent the one-way travel distance from the sale area to the purchaser’s delivery point.
  - Long-haul surcharge: An additional haul payment of $25/mbf net scale for mbf scale sorts or $4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

- **With prior approval by the State and toll/ferry receipt provided**, reimbursement of toll/ferry costs incurred for transporting logs.

- **Payment amounts for fixed-rate road construction elements** are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor’s road cost proposal provided as an attachment to the official bid form.

### 1.06 RFQ Definitions

Definitions of terms used in this Request for Statement of Qualifications.

- **Contractor** - Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.

- **DNR** - The State of Washington, Department of Natural Resources.

- **Eligible Bidder** - Candidate Harvester who’s Statement of Qualifications has scored a pre-determined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.
**Harvesting Services Contract** - the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser’s of the log sorts has been determined.

**Purchaser** - Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.

**Quote** – Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed ‘Statement of Available Resources and Work Plan’.

**Request for Quotes (RFQ)** - A formal procurement process used to solicit bids from pre-qualified firms for the right to perform the work defined in the RFQ.

**Request for Statement of Qualifications (RFSOQ)** - A formal procurement process used to pre-qualify firms for inclusion in the DNR’s Contract Harvesting Services Eligible Bidder Pool.

**Request for Quotes Coordinator** - DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

**Statement of Qualifications (SOQ)** – Document to be filled out by Candidate Harvesters and submitted to the DNR. Lists the Candidate Harvesters experience, qualifications, background information and references. Used by an evaluation team to determine which Candidate Harvesters are qualified to bid for the right to perform the harvesting project.

**Subcontractor** - Individual or company employed by the Contractor to perform a portion or all of the services required by the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.
SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFQ Coordinator
The RFQ Coordinator is the sole point of contact in the DNR for this eligible bidder selection process. All communication between the Candidate Harvester and the DNR shall be with the RFQ Coordinator.

<table>
<thead>
<tr>
<th>RFQ Coordinator</th>
<th>Theresa Klepl</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>919 N. Township St</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Sedro-Woolley, WA 98284</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(360)856-3500</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(360)856-2150</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:DNRreNWtimberSales@dnr.wa.gov">DNRreNWtimberSales@dnr.wa.gov</a></td>
</tr>
</tbody>
</table>

2.02 Estimated Project Schedule
As defined in the Project Schedule (See Exhibit A)
The DNR reserves the right to revise this schedule.

2.03 Pre-Quote Candidate Harvester Questions
Candidate Harvesters may mail, FAX, or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until August 3, 2022 at 12:00 PM. Questions received after this date and time will not be answered unless the RFQ Coordinator decides that it is in the DNR’s best interests to answer them. A copy of the question(s) received, along with the DNR’s official answer(s), will be mailed, faxed, or emailed to each Candidate Harvester who received a copy of the RFQ. This copy will become an addendum to the RFQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

2.04 Submitting a Quote
Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a ‘Statement of Available Resources and Work Plan’ with original signatures. The Quote, whether mailed, hand delivered, or faxed must arrive at the DNR no later than 12:00 PM, local time, on August 17, 2022.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked “Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until August 17, 2022.”

Candidate Harvesters who mail Quotes should allow for normal mail delivery time to ensure timely delivery of their Quotes to the RFQ Coordinator. Candidate Harvesters assume the risk
for the method of delivery they choose. The DNR assumes no responsibility for delays caused by a delivery service. **Quotes may not be transmitted by email.**

Late Quotes will not be accepted and will be automatically disqualified from further consideration. All Quotes and any accompanying documentation become the property of the DNR and will not be returned.

### 2.05 Proprietary Information/Public Disclosure.

Proposals are considered public records as defined in chapter 42.56 RCW. In the event a firm desires to claim portions of its proposal proprietary and exempt from public disclosure, it must clearly identify those portions. Each page of the proposal claimed to be exempt must be clearly identified as “proprietary information.” If a public records request is made for the information that the consultant has marked as “proprietary information,” the firm may seek to obtain a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure. The successful contractor’s proposal generally becomes part of the contract that is subject to public disclosure.

DNR will charge for copying and shipping, as permitted by RCW 42.56.120. No fee shall be charged for inspection of contract files. Twenty-four (24) hours notice to the RFQ Coordinator is required. All requests for information should be directed to the Coordinator.

### 2.06 Contract Harvesting Services Quote Format

For a responsive bid, the following bid elements are required to be submitted on or attached to an official DNR Harvesting Services bid form;

<table>
<thead>
<tr>
<th>Description</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBT harvesting rate per MBF</td>
<td>Required</td>
</tr>
<tr>
<td>OBT harvesting rate per MBF for Poles</td>
<td>Required</td>
</tr>
<tr>
<td>Hauling services bid factor</td>
<td>Required</td>
</tr>
<tr>
<td>(formatted to 3 decimals i.e., #.###)</td>
<td></td>
</tr>
<tr>
<td>Responsible Bidder Criteria – Wage Law Compliance</td>
<td>Required</td>
</tr>
<tr>
<td>Road construction cost proposal</td>
<td>Required</td>
</tr>
<tr>
<td>Statement of Available Resources and Work Plan</td>
<td>Required</td>
</tr>
<tr>
<td>All attachments incorporated by reference</td>
<td>Required</td>
</tr>
</tbody>
</table>

### 2.07 Revisions to the RFQ

The DNR reserves the right to revise the RFQ and/or to issue addenda to the RFQ. The published questions and answers from the Pre-proposal meeting/questions shall be an addendum to the RFQ.

The DNR also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a Harvesting Services contract. If DNR finds it necessary to revise any part of the RFQ, addenda will be provided to all those who received the RFQ.
2.08 Most Favorable Terms
The State reserves the right to determine the Successful Bidder without further discussion of the Quote submitted. Therefore, the Quote should be submitted initially on the most favorable terms, which the Candidate Harvester can propose. There will be no best and final offer procedure. The State reserves the right to contact a Candidate Harvester for clarification of a Quote.

2.09 Costs to Propose
The DNR will not be liable for any costs that the Candidate Harvester incurs in preparing a Quote related to this RFQ or any other activities related to responding to this RFQ.

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.
As defined in the Harvesting Services Contract, Road Plan and Timber Sale Map (See Exhibits B, C and D).

3.02 SPECIAL REQUIREMENTS
*Must demonstrate the ability to have all documentation (performance security, certification of insurance, proof of successful completion of an approved training program per clause G-116, etc.) in place and be ready to begin operations upon approval to commence activity on site as per the project start date. Road work must begin as soon as possible upon approval by Contract Administrator.

*Must demonstrate the ability to make a consistent flow of deliveries throughout the delivery period without unnecessary delay. No unauthorized shut downs or gaps in deliveries of logs will be allowed.

* Must begin onsite operations, to include falling of timber, as soon as approval is granted in writing. Pre-roading is required of this proposal prior to the auctioning of the sorts. Pre-roading work start date is tentatively scheduled for September 7, 2022.

*Provide a production plan and log shipment schedule, with deliveries to commence no later than the required date in the G-027.1 clause of the contract, subsequent to falling unit timber.

*Provide an alternative plan or demonstrate the capability to increase production (if needed) in case of weather and/or regulatory related shut down(s) to meet target completion dates.

*Operations may occur during the unfavorable weather season. Rain and snow accumulations could occur. In addition, long haul routes to sort delivery destinations are possible.

*The harvester is required to complete harvest activities according to the harvesting services contract, including requirements as stated in the H-140.1 and the H-141.1 clauses of the
Harvesting Services Contract and Schedules attached to the contract and requirements outlined in the Road Plan.

*Harvester should avoid impacting cedar stumps. A plan to avoid these stumps must be discussed and approved in writing by the Contract Administrator prior to any activities on site.

*Curves at milepost 0.3 of the BL-16 Road and milepost 0.5 of the BL-ML Road may make pole hauling challenging, affecting length to be manufactured at the landing.

* The Candidate Harvester is required to submit a Statement of Available Resources and Work Plan explaining how harvest operations will commence by the Contract Term starting date through the final deliveries (Delivery End) date; delivering a minimum of 10 loads per day on average (not including weekend and Federal Holidays). The work plan must be consistent with the requirements listed above. This plan must include:
  • Start date and estimated end date for both road construction and logging
  • The number and type of logging sides operating
  • Number of road work sides operating
  • Start date of load deliveries, if earlier than contract required date
  • Number of trucks and planned loads to be delivered per day
  • Planned harvest sequence to maintain operations during contract period

The successful harvester’s Work Plan must be approved in writing and is subject to modification by the State prior to operation commencement to better fit the DNR’s objectives, at no additional cost to the DNR. This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

This project requires the manufacturing and delivery of poles. Candidate harvesters are required to address their pole harvesting experience and their pole harvesting methodology for this project in the work plan.

SECTION 4 QUOTE EVALUATION

4.01 Evaluation Team.
DNR will designate an evaluation team to evaluate Quotes. The evaluation team will evaluate quotes according to the requirements outlined in this RFQ and any addenda, which are issued.

4.02 Administrative Requirements.
The RFQ Coordinator will review all Quotes to determine compliance with administrative requirements and instructions specified in the RFQ. Only Quotes meeting the minimum requirements will be forwarded to the evaluation team for further review.
4.03 Responsibleness.

When evaluating Quotes, the evaluation team will consider candidate Harvester’s responsibleness. A Candidate Harvester is responsible if it:

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record. A Candidate Harvester shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. A Candidate Harvester that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the Candidate Harvester’s control, or that the Candidate Harvester has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.
- Any special standards will be properly identified in this solicitation and will apply to all Candidate Harvesters and their subcontractors.

4.04 Information Used for Evaluation.

Evaluators will use the information in the Candidate Harvester’s Quote or bid form, their references, their previous Washington DNR performance evaluations, ability to meet special standards, and their Quote or ‘Harvesting Services Contract Sealed Bid Form’ including their ‘Statement of Available Resources and Work Plan’.

4.05 Signatures

Quotes must be signed and dated by a person authorized to bind the Candidate Harvester to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

4.06 Failure to Comply

If the Candidate Harvester fails to comply with any requirement of the RFQ, DNR will reject the Quote.

4.07 Rejecting Quotes

The DNR reserves the right at its sole discretion to reject any and all Quotes received without penalty and not to issue a contract from this RFQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Quote.
4.08 **Lowest Responsible Bidder**
Award of this Contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered:

a. the ability, capacity, and skill of the bidder to perform the contract;

b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

c. whether the bidder can perform the contract within the time specified;

d. the quality of performance of previous contracts; and

e. the previous and existing compliance by the bidder with laws relating to the contract or services. The DNR’s determination that a bidder is not qualified shall result in rejection of the bid submitted.

4.09 **Challenges to the Apparent Successful Bidder**

a. An unsuccessful bidder may appeal the bid award if they believe the process used to award the contract was not conducted properly. Please include the reasons why you believe the contract should not be awarded to the successful bidder.

b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by fax or mail to the bidder notifying them that they were unsuccessful.

The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.

c. If the appellant is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager’s written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant’s appeal.

**SECTION 5 RFQ EXHIBITS**

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>Exhibit A</td>
<td>Estimated Harvest Project Schedule</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Draft Harvesting Services Contract</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Road Plan</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Timber Sale Map</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Harvesting Services Contract Sealed Bid Form</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Wage Law Compliance Form</td>
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**TIMBER NOTICE OF SALE**

**SALE NAME:** MIDGE Sorts

**AGREEMENT NO.:** 30-103355 - 30-103366

**AUCTION:** October 26, 2022 starting at 10:00 a.m.

**COUNTY:** Skagit

Northwest Region Office, Sedro Woolley, WA

**SALE LOCATION:** Sale located approximately 4 miles by road west of Alger, WA.

**PRODUCTS SOLD AND SALE AREA:** All delivered forest products, except trees marked with blue paint on the bole and root collar and forest products tagged out by yellow leave tree area tags, from an area bounded by white timber sale boundary tags, flagline, BL-ML road, BL-16 road, and BL-1616 road, and all delivered forest products bound by orange right-of-way tags meeting the specifications described below; on parts of Sections 11, 15, and 16 all in Township 36 North, Range 3 East W.M., containing 21 acres, more or less.

**MINIMUM BID AND ESTIMATED LOG VOLUMES:**

<table>
<thead>
<tr>
<th>Agreement #</th>
<th>Sort #</th>
<th>Species and Sort Specifications</th>
<th>Averaged Log Length</th>
<th>Estimated Volume Tons Per MBF</th>
<th>Minimum Bid Delivered Prices</th>
<th>Total Appraised Value</th>
<th>Bid Deposit</th>
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<tbody>
<tr>
<td></td>
<td>Mb f</td>
<td>Ton s</td>
<td></td>
<td></td>
<td>$/mbf</td>
<td>$/Ton</td>
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<td>05</td>
<td>White Wood Sawlog 5&quot;+ SED</td>
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<td>09A</td>
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<td>124</td>
<td>7.3</td>
<td>$450.00</td>
</tr>
<tr>
<td></td>
<td>09B</td>
<td>BM Sawlog 8&quot;+ SED</td>
<td>24</td>
<td>9</td>
<td>66</td>
<td>7.3</td>
<td>$450.00 FIXED</td>
</tr>
<tr>
<td>103364</td>
<td>10</td>
<td>CW Sawlog 8&quot;+ SED</td>
<td>24</td>
<td>13</td>
<td>92</td>
<td>7.1</td>
<td>$120.00</td>
</tr>
<tr>
<td>103365</td>
<td>11</td>
<td>Conifer Utility</td>
<td>N/A</td>
<td>8</td>
<td>72</td>
<td>9</td>
<td>$25.00 0</td>
</tr>
<tr>
<td>103366</td>
<td>12</td>
<td>Hardwood Utility (except cottonwood)</td>
<td>N/A</td>
<td>14</td>
<td>126</td>
<td>9</td>
<td>$25.00 0</td>
</tr>
</tbody>
</table>

**Totals:** 803 | **$668,050.00**
TIMBER NOTICE OF SALE

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513)

BID METHOD: Sealed Bids

UNIT OF MEASURE: MBF Scale/Tonnage Scale

EXPIRATION DATE: February 15, 2023

ALLOCATION: Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser’s Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Northwest Region Office in Sedro Woolley WA. Phone number (360)856-3500.

TIMBER EXCISE TAX: Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2%. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = $0.00 per MBF for sorts 07 and 08, $0.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 09 and 10 and $12.00 per Ton for sorts 11 and 12.

Hauling Services Payment Rate per Ton = (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = $2.35 per ton

Mileage Rate = (($0.16 x C miles) + ($0.11 x A miles)) x Fuel Index Factor

ARRF = $0.00 per MBF for sorts 11 and 12 and $26.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08, 09 and 10.

Note: To calculate ARRF rates per ton use the tons:mbf conversion factor in the table above.

Long-haul surcharge: An additional haul payment of $25/mbf net scale for mbf scale sorts or $4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

CONFIRMATION: Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State’s haul cost analysis. Actual haul route may vary and is subject to change at the State’s discretion.
TIMBER NOTICE OF SALE

SPECIAL REMARKS: The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser’s delivery location by the State’s contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

*Note: Harvesting services bid opening is tentatively scheduled for 08/17/22, which will establish the Contractor's harvest rate and the Contractor's hauling bid factor. Fuel Index Factor is indexed quarterly by the State.

Weighted average c-miles = 4.5.

Log deliveries are anticipated to be no later than December 15, 2022 through January 30, 2023, but can commence as early as the contract effective date as well as later depending on weather and production of operations.

*REMINDER* - The State’s auction haul cost analysis, used to determine the apparent high bidder for sort sales, has been updated to include the surcharge for long haul distances, delivery destinations in excess of 250 total one-way miles (A miles plus C miles), as referenced above in the Timber Excise Tax section. Upon further analysis by the State, this rate may be different for future proposals.

Note – cedar bark stripping/pulling is schedule to take place prior to harvest in the sale area.

For more information regarding this log sort sale visit our web site: http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets. If you have questions call Theresa Klepl at the Northwest Region Office at (360)856-3500 or Phil Kirner at the Product Sales and Leasing Division Office in Olympia at (360)902-1365.
 STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  

HARVESTING SERVICES CONTRACT  

AGREEMENT NO. 30-0103158  

SALE NAME: MIDGE Sorts  

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND CONTRACTOR, AGREE ASfollows:  

Section G: General Terms  

G-001.1 Definitions  

The following definitions apply throughout this contract;  

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.  

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchaser’s destination, as described in the contract.  

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

Harvesting: A general term, referring to the Contractor’s various obligations under the Harvesting Services Contract.
Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State. The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

Road Construction Services: 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 logs 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 Contractor to perform a portion or all of the services required by the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-015.1 Harvest Area and Location
Contractor shall harvest and deliver, All delivered forest products, except trees marked with blue paint on the bole and root collar and forest products tagged out by yellow leave tree area tags, from an area bounded by white timber sale boundary tags, flagline, BL-ML road, BL-16 road, and BL-1616 road; and all delivered forest products bound by orange right-of-way tags located on approximately 21 acres on part(s) of Sections 11, 15, and 16 all in Township 36 North, Range 3 East W.M. of Skagit County as shown on the attached timber sale map.

G-020.1 Inspection by Contractor
Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested. Contractor 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.
G-022.1 Sorting Specifications

Contractor is responsible for sorting logs to the specifications listed below and hauling to the appropriate designated locations. Contractor is responsible for determining the highest value of each tree felled and the highest value destination of each log manufactured. The Contract Administrator will provide direction and guidance to Contractor with respect to highest value.

Contractor shall deliver log sorts to the Purchaser(s) location that meet the following specifications:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Species Diameter</th>
<th>Scaling Rule</th>
<th>Preferred Log Lengths</th>
<th>Destination</th>
<th>A Miles</th>
<th>C Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>103355</td>
<td>1</td>
<td>DF HQ 12&quot; + SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103356</td>
<td>2</td>
<td>DF Sawlog 20&quot; + SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103357</td>
<td>3</td>
<td>DF 12-19&quot; SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103358</td>
<td>4</td>
<td>DF 5-11&quot; SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103359</td>
<td>5</td>
<td>White Wood Sawlog 5&quot;+ SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103360</td>
<td>6</td>
<td>RC Sawlog 5&quot;+ SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103361</td>
<td>7</td>
<td>RC Pole 35'+</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103362</td>
<td>8</td>
<td>DF Pole 35'+</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103363</td>
<td>9A</td>
<td>RA Sawlog 8&quot;+ SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td></td>
<td>9B</td>
<td>BM Sawlog 8&quot;+ SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103364</td>
<td>10</td>
<td>CW Sawlog 8&quot;+ SED</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103365</td>
<td>11</td>
<td>Conifer Utility</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>103366</td>
<td>12</td>
<td>Hardwood Utility (except cottonwood)</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>4.5</td>
</tr>
</tbody>
</table>

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger
knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

“WS” indicates that west side scaling rules apply. Minimum trim is 10 inches per scaling segment for west side scaling rules. “ES” indicates that east side scaling rules apply. Minimum trim is 6 inches per scaling segment for east side scaling rules.

Logs delivered by Contractor that do not meet the receiving Purchaser’s log sort requirements as described above that have been pre-approved for delivery by the Contract Administrator shall not be considered mis-sorts.

**G-024.1 Manufacturing Standards**

Logs produced under this contract will be manufactured by Contractor meeting the individual sort specifications and Purchaser’s preferred log lengths as listed in clause G-022.1, with a minimum length of 16 feet, unless otherwise directed by the Contract Administrator.

For sorts designated as non-utility, Contractor will manufacture and deliver logs with the following minimum specifications:

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.

b. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

c. Logs in peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.

**G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Trail Signage Map</td>
</tr>
<tr>
<td>C</td>
<td>Harvest Prescription</td>
</tr>
<tr>
<td>M</td>
<td>EQUIPMENT RATE</td>
</tr>
<tr>
<td>P</td>
<td>POLE SPECIFICATIONS</td>
</tr>
</tbody>
</table>

**G-027.1 Log Delivery Schedule and Conditions**

a. Contractor shall deliver logs to Purchaser’s designated delivery location beginning no later than December 15, 2022 and completed by January 30, 2023. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during
this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.

b. The Contractor may deliver logs to the Purchaser’s delivery location during the Purchaser’s working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.

c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.

d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.

e. Contractor’s daily log delivery to a Purchaser’s location may be limited according to the table below, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established.

<table>
<thead>
<tr>
<th>Sort(s)</th>
<th>Maximum No. Loads/day</th>
</tr>
</thead>
<tbody>
<tr>
<td>01,02,03,04,05,06,07,08,09,10,11,12</td>
<td>10</td>
</tr>
</tbody>
</table>

f. A truck delivery is all the wood hauled including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. Contractor shall notify the State’s Contract Administrator if for any reason a Purchaser refuses truck deliveries.

G-030.1 Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of September 7, 2022 and the expiration date of April 14, 2023.
Contractor shall not have any right to enter the sale area to perform any remaining road construction or harvesting services after contract expiration unless a contract extension has been granted.

G-033.1 Notification of Operations
Contractor shall provide the State with five days advance written notice to the Contract Administrator of its intent to commence or cease any and all operations under this contract. The commencement or cessation of operations must be approved by the Contract Administrator. Failure to comply will be considered a breach.

G-040.1 Contract Term Adjustment
A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

G-054.1 Early Contract Termination
The State may terminate this contract prior to the expiration date listed in G-030.1 in whole or in part by giving fifteen (15) days written notice to the Contractor when it is in the best interests of the State. If this contract is so terminated, the State shall be liable to make payments to the Contractor for the sum of the estimated expenditures for road construction, felling, bucking, yarding and decking of products processed but not removed from the sale area due to termination action. Contractor may not seek any other damages from the State for early termination of this harvesting agreement.

G-060.1 Exclusion of Warranties
The following specific matters ARE NOT WARRANTED, and are EXCLUDED from this transaction:

a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.

b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.

d. 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 informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.

e. 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.

f. 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.

g. Items contained in any other documents prepared for or by the State.

G-062.1 Habitat Conservation Plan

The Department 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 Department’s HCP area and are subject to the terms and conditions of the HCP and the Services’ Incidental Take Permit TE812521-1 and ITP 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 Department’s Region Offices and the administrative headquarters in Olympia, Washington.

By signing this contract, Contractor agrees to comply with the terms and conditions of the ITP and the HCP, which shall become terms of this contract. The Department agrees to authorize the lawful activities of the Contractor carried out pursuant to this contract, PROVIDED the Contractor 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 the Contractor to liability for violation of the Endangered Species Act.

Any modifications to the contract shall be proposed in writing by the Contractor, 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-063.1 Incidental Take Permit Notification Requirements**

a. Contractor shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITPs) 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. Contractor 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 ITPs, Contractor shall immediately notify the Contract Administrator. Contractor shall notify the Contract Administrator, if there is any doubt as to the identification of a discovered permit species. Contractor 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 Contract Administrator can determine the proper disposition of such specimens. The Contract Administrator will explain any such requirements to Contractor during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

c. Contractor 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 ITPs shall be clearly presented and explained to Contractor by Contract Administrator during the Pre-Work Conference as per contract clause G-330.1. All applicable provisions of the ITPs and this schedule must be presented and clearly explained by Contractor to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Contractor may have about the ITPs should be directed to the Contract Administrator.

**G-064.1 Permits**

Contractor is responsible for obtaining any permits not already obtained by the State that relate to Contractor's operation. Forest Practice Application / Hydraulic Project
Approval permits obtained by the State shall be transferred to Contractor. Contractor 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-066.1 Governmental Regulatory Actions**

a. Regulatory Risk

Except as provided in this clause, Contractor assumes all risks associated with governmental regulatory actions, including actions taken pursuant to the Forest Practices Act, Ch. 76.09 RCW, the Endangered Species Act, 16 U.S.C 1531-1544 and any Habitat Conservation Plan between the Department of Natural Resources and the U.S. Fish and Wildlife Service or any other agency now in place and as may be amended, or hereafter created, that may affect the operability of the timber sale.

b. Increased Costs

Contractor 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 Contractor’s failure to comply with this contract or from Contractor’s acts or omissions, Contractor shall remain responsible for fulfilling contract obligations notwithstanding the impracticability or frustration.

**G-070.1 Limitation on Damage**

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Contractor will be limited to a return of the Performance Security, and payment for improvements and other services rendered by the Contractor, which were required by the Harvesting Services Contract. The State shall not be liable for any damages, whether direct, incidental, or consequential.

**G-092.1 Harvest Area Boundary Adjustment**

The State may make adjustments in the harvest area boundaries, or may mark timber outside such boundaries. The cumulative changes to the sale area during the term of the contract shall not exceed more than five (5) percent of the original sale area. Such adjustments or marking will be accomplished by the Contract Administrator. The Contractor must remove and deliver all material so designated, prior to the expiration date of the contract. All contract services within such boundary adjustments or so marked shall be paid for at contract rates.
G-112.1 Title

All rights, title, and interest in and to any timber shall belong to the State until delivered, at which time the appropriate Purchaser assumes title.

G-116.1 Sustainable Forestry Initiative® (SFI) Certification

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

Contractor 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. Contractor 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-120.1 Responsibility for Work

All work, equipment, personnel, and materials necessary to perform the Harvesting Services Contract shall be the responsibility of the Contractor.

G-121.1 Exceptions

Exceptions to Contractor's responsibility in clause G-120.1 shall be limited exclusively to the circumstances described in this clause. These exceptions shall not apply where damages occur due to Contractor's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State shall bear the cost to repair any existing roadway or section of required road completed to the point that an authorization to haul has been issued where such damage was not caused by Contractor, its employees, agents, or invitees, including independent contractors. Contractor shall accomplish repairs promptly as required by the State at the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State may elect to accomplish repairs by means of State provided resources.

Nothing contained in clauses G-120.1 (Responsibility for Work) and G-121.1(Exceptions) shall be construed as relieving Contractor of responsibility for, or damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

G-123.1 Operating Authority

The State has arranged for the Contractor to have full and free license and authority to enter upon said lands with his agents and employees and do all things necessary, within the limitations herein set forth, in harvesting said timber as described in this contract.

G-124.1 Contractor Not an Employee of State

Contractor and his or her employees or agents performing under this contract are not employees of the State. The Contractor will not hold itself out as nor claim to be an officer or employee of the State by reason hereof, nor will the Contractor make any
claim or right, privilege or benefits which would accrue to an employee under chapter 41.06 RCW or Chapter 28B.16 RCW.

G-125.1 Use of Subcontractors
Contractor’s use of subcontracted services shall be subject to approval in writing by the Contact Administrator. Approval of subcontracted services may be revoked in accordance with the G-220.1 ‘State Suspends Operations’ clause when the Contract Administrator determines that the Subcontractor’s work has been performed in a manner that does not meet contractual requirements, optimize value or otherwise causes damage to the state.

Contractor shall arrange with the Contract Administrator to meet on site at least once a week during active operations to review and inspect subcontractor performance. Contractor shall provide a written plan of operations detailing planned operations for the following week.

G-126.1 Disputes with Subcontractors or Material Providers
Should Contractor and its subcontractors or materials providers develop disputes affecting the completion of obligations under this contract, Contractor shall resolve any such disputes in a timely and efficient manner that does not involve or adversely affect either the State or its Purchasers.

G-130.1 Prevention of Damage and Consequences of Contractor-Caused Damage
The Contractor agrees to exercise due care and caution at all times to avoid damage to all special resources including environmentally sensitive areas, research, demonstration, and cultural objects or areas. Additionally, the Contractor agrees to protect all improvements on State property affected by the work of this contract including, but not limited to, roads, culverts, bridges, ditches, fences, utility lines, and buildings.

If damages occur due to the Contractor’s operations, the Contractor shall be responsible for damage or restoration costs, or other compensation measures as described in this contract. State may deduct damage or restoration costs from payments to the Contractor. This clause shall not relieve the Contractor from other applicable civil or criminal remedies provided by law.

G-140.1 Indemnity
To the fullest extent permitted by law, Contractor 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. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractors' or any
subcontractors' performance or failure to perform the contract. Contractors' 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. Contractor 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.

In addition to any other remedy authorized by law, the State may retain as much of the performance security, or any money or credits due Contractor necessary to assure indemnification.

G-150.1 Insurance

Contractor 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 also suspend Contractor operations until required insurance has been secured.

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 should issue all insurance and surety bonds. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. 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 Northwest region office 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, Contractor shall furnish State 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. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Contractor 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 Contractor’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. Contractor 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 Contractor and such coverage and limits shall not limit Contractor'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, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Contractor 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. Contractor 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. Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor 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, Contractor 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 Contractor, 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, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Contractor 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. Contractor 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-160.1 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Contractor 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-180.1. 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 harvested beyond the terms of this contract.

Contractor is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Contractor 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-170.1 Assignment and Delegation

Contractor shall assign no rights or interest in this contract 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. Contractor may perform any duty through a delegate, but Contractor 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 Contractor.
G-180.1 Modifications

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

G-181.1 Contract Modification for Protection of Resources and Improvements

The Harvesting Services contract may be unilaterally terminated or modified by the State upon determination that the Contractor’s operations would cause serious damage to resources or improvements, or would be significantly inconsistent with State land management plans.

In the event of contract modification under this section and through no fault of Contractor operations, the Contractor shall be reimbursed for any additional operations required, provided that any work or extra protection shall be subject to prior approval of 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-200.1 Notice

Notices required to be given by the State under the following clauses shall be in writing and shall be delivered to the Contractor’s authorized agent or sent by certified mail to the Contractor’s address of record, so that their receipt may be acknowledged by Contractor.

G-092.1 Harvest Area Boundary Adjustment
G-181.1 Contract Modification for Protection of Resources and Improvements
G-210.1 Violation of Contract
G-220.1 State Suspends Operation
D-015.1 Delivered Mis-sorted Logs and Penalties
D-016.1 Damages for Delivered Mis-manufactured Logs

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. Contractor agrees to notify the State of any change of address.

G-210.1 Violation of Contract

a. If Contractor 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, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract
termination, the State may demand all or part of the Contractor’s surety in order to satisfy the State’s damages.

b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor’s breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.

c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor’s rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

G-220.1 State Suspends Operations
The Contract Administrator may suspend any operation of Contractor under this contract when the State is suffering, or there is reasonable expectation the State will suffer environmental, monetary or other damage if the operation is allowed to continue.

Contractor shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes prior to approval and notice from the Contract Administrator.

Contractor may request a modification of suspension within seven (7) calendar days of the start of suspension through the dispute resolution process. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Contractor may request a contract term adjustment based on the number of excess days of suspension.

G-230.1 Unauthorized Activity
Any cutting, removal, or damage of forest products by Contractor, 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 Contractor 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-240.1 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, Contractor 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 Contractor’s request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the contractor may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Contractor’s request for review of the Region Manager's written decision. Contractor 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-250.1 Compliance with All Laws

Contractor 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. Contractor shall provide documentation from Washington State Departments of Labor and Industries and Revenue that all obligations concerning worker compensation and safety will be met. Failure to comply may result in forfeiture of this contract.

G-251.1 Harassment

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

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-270.1 Equipment Left on State Land

All equipment owned or in the possession of Contractor, 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 30 days after the expiration of the contract period is subject to disposition as provided by law. Contractor 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-280.1 Operating Release

An operating release is a written document, signed by the State and the Contractor, indicating that the Contractor has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Contractor 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, Contractor’s right to cut and remove forest products on the released area will terminate.

G-310.1 Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; BL-ML, BL-12, BL-16, BL-1616, and BL-1616-01. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330.1 Pre-work Conference

Contractor 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 Contractor 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 Contractor’s plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Contractor's purposes or complies with applicable laws.

Contractor shall arrange with the Contract Administrator to review this contract and work requirements with any and all subcontractors prior to receiving authorization for any subcontractor to begin operations.

G-340.1 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Contractor shall, at the Contractor'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-430.1 Open Fires

The Contractor its employees or its subcontractors shall not set or allow to be set any open fire at any time of the year without first obtaining permission in writing from the Contract Administrator.

G-450.1 Encumbrances

This contract and Contractor's activities are subject to the following:
Section P: Payments and Securities

P-030.1 Payment for Harvesting and Hauling Services

The State shall pay Contractor for harvesting and hauling services at the following rates:

Payment for Harvesting Stump to Truck (‘On Board Truck’ or OBT): The State’s payment to the Contractor for harvesting services will be in accordance with the following table:

<table>
<thead>
<tr>
<th>Sort Number(s)</th>
<th>Unit of Measure</th>
<th>OBT Rate</th>
<th>OBT Utility Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01,02,03,04,05,06,07,08,09,10</td>
<td>MBF</td>
<td>$0.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>11,12</td>
<td>Ton</td>
<td>$12.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Utility volume for mbf sorts determined on an adjusted gross scale basis.

The State shall not pay for any logs scaled containing metal.

Payment for Hauling: The State’s payment to the Contractor for hauling services upon the tons delivered multiplied by: a base rate, ‘A’ and ‘C’ mile rates, the ‘haul miles’ listed in clause G-022.1, a fuel index factor and the Contractor’s hauling bid factor using the following formula:

\[
\text{Hauling Services Payment Rate per Ton} = (\text{Base Rate} + \text{Mileage Rate}) \times \text{(DATA MISSING: No data found.)}
\]

Base Rate = $2.35

Mileage Rate = \(((0.16 \times C \text{ miles}) + (0.11 \times A \text{ miles})) \times \text{Fuel Index Factor}

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration’s Weekly Retail On-Highway Diesel prices for the West Coast region posted at https://www.eia.gov/petroleum/gasdiesel/ using the following formula:

\[
\text{Fuel Index Factor} = 1 + \left( \frac{(Q(x) - Q(base))}{Q(base)} \right)
\]

Where;
Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.  
Q(x) = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each;  
January and apply to loads delivered between January 1 and March 31,  
April and apply to loads delivered between April 1 and June 30,  
July and apply to loads delivered between July 1 and September 30,  
October and apply to loads delivered between October 1 and December 31.

Travel distances to each log sort destination will be determined by the State and represents the one-way travel distance from the sale area to the purchaser’s delivery point.

Long-haul surcharge: An additional haul payment of $25/mbf net scale for mbf scale sorts or $4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

The state must approve all haul routes and will determine travel distances prior to contractor delivery of logs to each specified destination. The State may determine alternate haul routes and delivery destinations during the course of this contract. Upon notification by the State, the Contractor is required to deliver logs: using the alternative route, or to State approved alternative delivery locations. Payment rates for approved alternate routes and delivery destinations shall be set forth by amending this clause in accordance with clause G-180.1.

For sorts bid on an mbf basis tonnage will be calculated using the State’s conversion rates in the table below unless actual tonnage is available and approved for use. For tonnage sorts, actual tonnage shall apply.

<table>
<thead>
<tr>
<th>MBF Sort(s)</th>
<th>MBF/Tons Conversion Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>5.2</td>
</tr>
<tr>
<td>02</td>
<td>5.1</td>
</tr>
<tr>
<td>03</td>
<td>5.6</td>
</tr>
<tr>
<td>04</td>
<td>7.2</td>
</tr>
<tr>
<td>05</td>
<td>6.1</td>
</tr>
<tr>
<td>06,07</td>
<td>5.8</td>
</tr>
<tr>
<td>08</td>
<td>5.5</td>
</tr>
<tr>
<td>09B,09A</td>
<td>7.3</td>
</tr>
<tr>
<td>10</td>
<td>7.1</td>
</tr>
</tbody>
</table>

Contractor is responsible for billing the State for harvesting and hauling services performed using load data collected by State approved third party scaling organizations and reported by the State designated Log and Load Reporting Service. The billing
statement shall include itemized accounts and summaries of harvesting tonnage and hauling mileage charges in a format approved by the State.

The billing schedule shall be the 1st and the 16th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 15th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-031.1 Payment for Hauling Across Ferries and Other Miscellaneous Tolls

Prior authorization is required for payment of any additional transportation charges incurred by Contractor, including: ferries, toll bridges, and other miscellaneous tolls.

For payment including ferries, toll bridges, or other miscellaneous tolls, the Contractor’s billing statement must include an itemized list of loads by trucker name and truck number, DNR load ticket number and date of crossing(s):

a. Reimbursement for authorized ferry tolls will be at a fixed rate of TBD by State, if needed, for each crossing with a loaded truck and TBD by State, if needed, for each empty return. A ‘Wave2Go’ statement or equivalent documentation shall be included with the itemized list. For any loads over 80’ loaded and 60’ empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement.

b. ‘Good to Go’ regulated bridge tolls will be reimbursed at a fixed rate of $15.00 per authorized toll crossing. A “Good To Go” statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement.

c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

Requests for payment of ferry and toll charges must be received by the State prior to contract termination. Contractor shall only be reimbursed for the amount of toll approved for payment by the Contract Administrator.

Payment for ferries or tolls incurred for backhauling loaded trucks, in either direction, shall be the responsibility of the Contractor and will not be reimbursed by the State.

Convenience tolling, fines, and/or extra charges will not be reimbursed.

P-033.1 Payment for Additional Road Maintenance Work

The Contractor is responsible for independently negotiating, procuring and paying for additional road maintenance services provided.
During the course of operations, the State may identify and require additional road maintenance work to be completed by the Contractor. The amount of payment for this additional road maintenance work deemed necessary by the State will be calculated and paid for using the equipment rates in Schedule M 'Additional Road Maintenance Payment Rates'.

Upon completion of any additional road maintenance work, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the additional road maintenance work in writing, the Contractor is responsible for billing the State for additional road maintenance services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contractor Administrator will verify that road maintenance described on the billing statement is complete prior to State making payment to Contractor. The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-034.1 Payment for Additional Miscellaneous Work

During the course of operations, the State may identify and require additional miscellaneous work to be completed by the Contractor.

A plan for the additional work deemed necessary by the State shall be provided by the Contractor and must be approved in writing by the State prior to commencement of work by the Contractor. After the Contract Administrator has inspected and approved the work in writing, the Contractor is responsible for billing the State for work performed. The billing statement shall include an itemized account of the equipment, labor and materials necessary for the additional work that has been completed and approved.

The State shall reimburse the Contractor for approved costs within thirty (30) days of State’s approval of the statement.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-090.1 Performance Security

Prior to start of any operations Contractor agrees to provide one or more of the following State approved performance securities; cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act
bond, for the amount of $10,000.00. At least 50% must be in a form other than a bond, unless otherwise agreed to by the State.

The State will also deduct 10% from any contractor payments, as defined by clause P-030.1, derived from the contract up to a maximum of $40,000.00 for performance security.

Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by Contractor’s operations, failure to perform, or noncompliance with any rule or law. In addition, said security may be used by the State to satisfy any claims or liens made by Contractor’s subcontractors, material providers, or other individuals against the State or its Purchasers, which arise from this Harvesting Services Contract.

If at any time the State decides that this security has become unsatisfactory, the Contractor agrees to suspend operations and, within fifteen (15) days of notification, replace the security with one acceptable to the State. The State may also require increases to the existing performance security at any time.

Unapplied performance security will be returned to Contractor after the State issues an operating release and completes the financial closeout.

**P-100.1 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 Contractor. Prior to any reduction of the performance security amount, the Contractor must submit a written reduction request. No reduction will be allowed by the State unless such reduction can be made while fully protecting the State’s interests.

**P-120.1 Contractor Responsibility for Subcontractor Services**

Contractor is responsible for negotiating, procuring, and paying for all services rendered by any subcontractor. Subcontractor services may include, but are not limited to, harvesting logs, hauling logs, and building roads.

**Section L: Log Definitions and Accountability**

**L-010.1 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.1 and manufacturing standards defined by clause G-024.1 of this contract.

**L-013.1 Log Sorts Delivered to Incorrect Destination**

Purchasers have agreed to purchase the log sort(s) as described in the G-022.1 clause. In the event a load of logs from an incorrect sort is delivered to a Purchaser, the Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, Contractor shall notify the State within 24 hours. The Contractor will maintain responsibility for proper disposition and delivery of incorrectly delivered loads.
L-060.1 Load Tickets

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

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

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

L-114.1 State Approval of Haul Route

Contractor shall file with the Contract Administrator and Contract Administrator shall approve a map showing the haul route, which unscaled and unweighed logs will travel from the harvest area to the weighing/scaling location and approved destinations. The Contractor must notify Contract Administrator within 24 hours of any deviation from the haul route. The route of haul may be changed by prior agreement of the State and the Contractor. The Contract administrator must be notified by the Contractor of any overnight stays of an unscaled or unweighed load of logs.
L-130.1 Conversion Factors

Forest products harvested and delivered from the sale area that are not measured in units specified in the P-030.1 ‘Payment for Harvesting and Hauling Services’ clause of this contract shall be converted to the contract specified payment units using Department of Natural Resources conversion factors unless a plan to do otherwise has been pre-approved by the State.

Section H: Harvesting Operations

H-013.1 Reserve Tree Damage Definition

Reserve trees are trees required and designated for retention within the sale boundary. Contractor 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 Contractor’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’s 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 Contractor 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. Contractor may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.1.

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230.1 ‘Unauthorized Activity’ clause. Contractor is required to leave all cut or damaged reserve trees on site.

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 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-025 Timing Requirements for Timber Removal

All timber must be removed within 4 weeks of being felled.
H-030.1 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization and value of forest products.

H-035 Fall Trees Into Sale Area

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

H-052.1 Branding and Painting

The State shall provide a State of Washington registered log brand. Contractor must brand and paint all logs removed from the harvest area in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All logs removed from the harvest area 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, Contractor 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-120.1 Harvesting Equipment

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

H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

A. An on-site pre-work meeting shall be scheduled with the Contract Administrator, which shall include the Contractor and fallers, prior to commencement of any activities on site.

B. The Purchaser’s authorized site representative(s) shall be present on site every day in which operations occur.

C. Required signage in clause H-141 and the Trail Signage Map must be discussed with Contractors, and signage must be posted at least 2 weeks before harvesting or road construction operations commence onsite.

D. 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.
E. Marked reserve trees with a single blue band may be traded for trees of the same size and species with prior approval from the Contract Administrator. Marked reserve trees in “Leave Tree Area” tags may be traded in the same manner with written approval from the Contract Administrator.

F. No falling into leave areas or stacking slash up against, or within leave areas.

G. Noise mitigation: No heavy equipment or tower operations prior to 7 a.m. without prior written permission from the Contract Administrator.

H. Jake brake usage must be pre-authorized in writing by the Contract Administrator and can be rescinded at any time.

I. Purchaser shall, as directed by the Contract Administrator, construct water bars across skid trails as necessary to control soil erosion and water pollution.

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

H-141.1 Additional Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

A. Make a consistent flow of deliveries throughout the delivery period without unnecessary delay. No unauthorized shut downs or gaps in deliveries of logs will be allowed.

B. Must have all documentation (performance security, certification of insurance, proof of successful completion of an approved training program per clause G-116.1, etc.) in place and be ready to begin operations upon approval to commence activity on site as per the project start date. Road reconstruction must begin as soon as possible upon approval by Contract Administrator.

C. Must begin onsite operations, to include falling of timber, as soon as approval is granted in writing. Pre-roading is required of this proposal prior to the auctioning of the sorts. Pre-roading work start date is tentatively scheduled for September 7, 2022.

D. Provide a production plan and log shipment schedule (Work Plan), with deliveries to commence no later than the required date in the G-027.1 clause of the contract. The Work Plan must be approved in writing by the Contract Administrator and is subject to modification by the State prior to operation commencement to better fit the DNR’s objectives, at no additional cost to the DNR.

E. Provide an alternative plan or demonstrate the capability to increase production (if needed) in case of weather and/or regulatory related shut down(s) to meet target completion dates.

This project may encounter weather which slows production such as rain and snow accumulations could occur.
F. All poles shall be marked prior to felling of any unit timber.

G. Harvester must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

H. A copy of the Timber Sale Map and contract shall be present on site during active operations.

I. No equipment may be offloaded or staged at the Upper, Lower, or Overlook Trailhead/Parking Areas, as shown on the Timber Sale Driving Map.

J. No equipment or harvesting allowed in adjacent stands outside of sale boundary.

K. No tailholds allowed outside of units.

L. No operations may occur on weekends or Federal holidays.

M. Signage will need to be posted, provided and posted by the Harvester at the Harvester’s expense, at the following locations during active falling, yarding and hauling operations:

   * At the upper and lower trailheads, as well as the overlook parking area.

   * At both ends of the Larry Reed trail at its intersection with the Max’s Shortcut and Lily Max Connector trails; its intersection with the BL-16 and BL-1616 roads; as well as, the trail at the Overlook parking area.

   * On the Alternate Incline trail at its intersection with the British Army, Lily Lizard, and Service trails, as well as, its intersection with the BL-ML, notifying trail closure during active operations in Unit 3.

   * On the BL-ML at the gate near the upper trailhead parking area closing the road to foot traffic, as well as, its intersection with the Alternate Incline tail and Lily Lizard trail during harvest operations in Unit 3.

   * On the BL-16 road at the gate near the intersection of the BL-ML & BL-16 notifying closure during active operations.

N. The gate on the BL-ML near the Upper Trailhead parking area will remain locked when not when not actively being traveled through. The gate at the intersection of the BL-ML and BL-16 will remain locked when not actively being traveled through during active operations in Units 1 and 2.
O. Harvester should avoid impacting cedar stumps. A plan to avoid these stumps must be discussed and approved in writing by the Contract Administrator prior to any activities on site.

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

**H-150.1 Required Removal of Forest Products**

Contractor shall remove from the sale area, present for scaling and deliver to the designated purchaser locations specified in the G-022.1 clause all forest products conveyed that meet the following minimum dimensions unless directed otherwise by the Contract Administrator:

<table>
<thead>
<tr>
<th>Species</th>
<th>Net Bd Ft</th>
<th>Log Length (ft)</th>
<th>Log dib (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conifer</td>
<td>10</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Hardwood</td>
<td>20</td>
<td>16</td>
<td>5</td>
</tr>
</tbody>
</table>

The State may treat failure to remove forest products left in the sale area that meet the above specifications as a breach of this contract. The Contractor shall be responsible for forest products not removed. At the State's option, the State or a third party scaling organization may scale forest products, for volume, that meet the above specifications and are left in the sale area. State may deduct the value of forest products not removed from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products left in the sale area will be borne by Contractor.

If Contractor's failure to remove all the forest products specified under the contract is due to circumstances beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, the State may elect to modify the required removal requirements. Contractor is required to request contract removal requirement modifications in writing. The State shall consider such requests and may grant them in part or entirety only when Contractor has demonstrated that they have been endeavoring to complete the project and are otherwise performing with due diligence.

**H-161.1 Excessive Timber Breakage**

The Contractor shall be responsible for felling and yarding timber in a manner that shall minimize breakage and maintain stump heights within contract specifications, unless permission to do otherwise is agreed to by the Contract Administrator.

The State may treat excessive timber breakage, as determined by the Contract Administrator as a breach of this contract. At the State's option, the State or a third party scaling organization may scale forest products, for volume. State may deduct the value of forest products damaged through excessive breakage from payments to the
Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products damaged through excessive breakage will be borne by Contractor.

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-230.1 Tops and Limbs Outside the Sale Boundary
Tops and limbs outside the sale boundary as a result of Contractor’s operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

Section C: Construction and Maintenance

C-040.1 Road Plan
Road construction and associated work provisions of the Road Plan for this project, dated March 31, 2022 are hereby made a part of this contract.

The State may make modifications to the Road Plan made necessary by unforeseen conditions. Any modifications that create additional work for the Contractor shall be paid in accordance with the payment terms set forth in this contract.

C-050.1 Contractor Road Maintenance and Repair
Contractor shall perform work at their own expense on BL-1616 and BL-1616-01 road(s). All work shall be completed to the specifications detailed in the Road Plan.

C-060.1 Designated Road Maintainer
If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on the BL-ML, BL-12, and BL-16. The Contractor 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 the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-130.1 Dust Abatement
Contractor shall abate dust on the BL-ML (0+00 to 33+75) while hauling, as directed by the Contract Administrator.

C-140.1 Water Bars
Contractor shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails and fire trails as necessary to control soil erosion and water pollution.
Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010.1 Fire Hazardous Conditions

Contractor acknowledges that operations under this Contract may increase the risk of fire. Contractor 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, Contractor agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

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

S-020.1 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

Slash and debris created from harvest activities shall be treated in a manner approved in writing by the Contract Administrator.
S-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-060.1 Pump Truck or Pump Trailer

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

S-130.1 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Contractor 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.

Contractor 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 Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. Contractor 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, Contractor 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 Contractor 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 Contractor 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-131.1 Refuse Disposal
As required by RCW 70.93, All Contractor generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

S-150.1 Recreation Trail Cleanout
At the completion of logging operations within Unit 1 (location of the Larry Reed Trail), Contractor shall repair any damage to and clean out all logging debris from recreational trail(s).

Section D: Damages

D-010.1 Liquidated Damages
The clauses in the DAMAGES section of this contract provide for the State’s payments to the Contractor to be reduced for certain breaches of the terms of this contract. These offsets are agreed to as liquidated damages for the Contractor’s breach, and are not penalties. They are reasonable estimates of anticipated harm to the State caused by the Contractor's breach. The State and Contractor agree to these liquidated damages provisions 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 Contractor by allowing the Contractor to better assess its responsibilities under the contract.

D-014.1 Damages for Delivered Mis-sorted Poles
Poles delivered by Contractor that do not meet the sorting specifications in G-022.1, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered mis-sorts.

When the volume of mis-sorts amount to more than 10% of a pole sort’s total delivered volume as determined by a third party scaling organization, the State is harmed and an adjustment to the Contractor’s harvesting payment may be made.
Payment reduction for delivered mis-sorted pole volume exceeding the 10% threshold will be calculated as follows:

\[
\text{Payment Reduction} = (B \times V) \times 0.35
\]

Where:

- \( B \) = ‘On Board Truck’ rate from P-030.1
- \( V \) = Mis-sorted pole Volume exceeding 10%

Poles authorized for delivery by the Contract Administrator shall not contribute to the percentage of mis-sorted pole volume.

**D-015.1 Damages for Delivered Mis-sorted Logs**

Logs delivered by Contractor that do not meet the receiving Purchaser’s log sort specifications as described in clause G-022.1 are considered mis-sorts.

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 12% of a load’s total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the Contractor’s harvesting payment may be made. For the improper delivery of mis-sorted logs, the State may reduce the harvesting payment by $100.00 for each load delivered which contained mis-sorted volume in excess of 12%, as documented by third-party scaling ticket.

**D-016.1 Damages for Delivered Mis-manufactured Logs or Poles**

Logs or Poles delivered by Contractor that do not meet the receiving Purchaser’s preferred log length specifications as described in clause G-022.1, logs not meeting manufacturing standards as described in clause G-024.1, and poles not meeting specifications in Schedule P are considered mis-manufactured logs or poles.

Mis-manufactured log or pole volume will be considered on a per load basis. When mis-manufactured logs or poles amount to more than 5% of a load’s total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of $100.00 for each load of mis-manufactured logs or $300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

**D-022.1 Damages for Failure to Begin Product Deliveries**

Contractor’s failure to begin deliveries by the date listed in clause G-027.1, Log Delivery Schedule and Conditions, can result in substantial injury to the State. The Contractor shall pay $100.00 per day until deliveries begin or until a plan to remedy the delay has been agreed to in writing by the State. Days where operations are restricted such as weekends and State holidays are not subject to damages.

**D-023.1 Damages for Failure to Remove Forest Products**

Contractor’s failure to remove all of the forest products specified prior to the expiration of the contract operating authority results in substantial injury to the State. The value of
the forest products sold at the time of breach is not readily ascertainable. The Contractor’s failure to perform disrupts the State's management plans in the project area, the actual cost of which is difficult to assess. A re-offering of the contract involves additional time and expense and is not an adequate remedy. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State in the amount calculated according to the following guidelines:

a. Full stumpage value will be assessed for felled trees, individual or scattered standing trees, or clumps of standing trees less than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

b. 35% of full stumpage value will be assessed for clumps of standing trees greater than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

The stumpage value of forest products left shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume and acreage measurement as determined by the State.

D-024.1 Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State at an amount calculated according to the following:

The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Purchasers would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

The stumpage value of forest products excessively broken shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume measurement as determined by the State.

D-030.1 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load, weighing or scaling forest products in a location other than the facilities authorized for use for this sale, and failing to deliver load ticket to the weighing/scaling official all result in substantial injury to the State. The potential loss from not having proper branding, ticketing, weighing locations and accountability is not readily ascertainable. These contractual breaches result in a loss of load and weighting/scaling data the potential for the removal of forest products for which the State receives no payment, and cause increases in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.
For these reasons, Contractor’s payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches: a sum of $100.00 each time a load of logs does not have branding as required in the contract, $250.00 each time a load of logs does not have a load ticket as required by the contract, $250.00 each time a load ticket has not been filled out as required by the plan of operations, $250.00 each time a load is weighed or scaled at a facility not approved as required by the contract, and $250.00 each time load and weight scale data is not presented to the weighing/scaling official, and $250 each time a ticket is either lost or otherwise unaccounted for.

D-041.1 Reserve Tree Excessive Damage

When Contractor’s operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor 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               Jay Guthrie
____________________
Print Name               Northwest Region Manager

Date:    ____________________  Date:    ____________________
Address:  

7/8/2022
Agreement No. 30-0103158
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 B

TRAIL SIGNAGE MAP  See Harvesting Services Contract Clause H-141

SALE NAME: MIDOE SORTS
AGREEMENT #: 30-103158
TOWNSHIP(S): T36R3E
REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 1100-1640

Prepared By: ctho490
Modification Date: ctho490 4/20/2022
Schedule C
Harvest Prescription

VARIABLE RETENTION HARVEST AREAS (UNITS 1, 2 AND 3)
All timber within the unit except trees marked with blue paint on the bole and root collar, forest products tagged out by yellow leave tree area tags, and cedar snags, preexisting dead and down cedar trees and cedar logs in Unit.

RIGHT-OF-WAY
All timber within the right-of-way tagged areas.
### Schedule M

**EQUIPMENT RATE**

**ADDITIONAL ROAD MAINTENANCE PAYMENT RATES**
(Hourly Rate Including Operator)

**PERTAINING TO CLAUSE P-033.1 (Payment for Additional Road Maintenance Work)**

#### Motor Grader

- To 140 HP (Cat 120H, 120M)  $177.00
- To 175 HP (John Deere 670D, 670G, 672D, G; Cat 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3)  $219.00
- To 200 HP (John Deere 772; Cat 140M; Volvo G940; Komatsu GD675-3)  $238.00
- Over 200 HP (Cat 160M, 14M, 16H; Komatsu GD-825A-2)  $308.00

#### Ripper/Scarifier Use

- To 140 HP  $4.80
- To 175 HP  $7.20
- Over 175 HP  $12.00

#### Front End Loaders & Loader/Backhoe

- To 75 HP (Cat 416D, Cat 416E; Komatsu WB142-2)  $142.00
- To 110 HP (Cat 420E; Case 580, 590; Cat 908H, 914G; John Deere 344J)  $150.00
- To 160 HP (Cat 450E, Cat 924H, 930H; Hyundai HL 730-9; John Deere 524K)  $152.00
- Over 160 HP (John Deere 624K; Case 621E; Cat 938H, 950H, 966K)  $170.00
- Additional for special attachment use: compactor, clam, extendaboom, etc. add  $7.80

#### Gravel Trucks

- On-Highway Rear Dump  $165.00
- On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY)  $18.00
- On-Highway Bottom Dump Trailer (3 axles, 12 CY)  $18.00

#### Dozers

- To 75 HP (Case 650K; Cat D3K XL)  $135.00
- To 105 HP (Cat D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22)  $176.00
- To 135 HP (Cat D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22)  $200.00
- To 185 HP (John Deere 750J; Case 1650, 1850; Cat D6N; Komatsu D61EX-15)  $227.00
- To 240 HP (Cat D6T, D7E; John Deere 850J; Komatsu D65EX-15)  $262.00
- Over 240 HP (Cat D8T; John Deere 950J)  $378.00
Ripper Use
To 180 HP add $9.00
To 235 HP add $15.00
Over 235 HP add $24.00

Excavators
To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) $138.00
To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, PC130-8; John Deere 120D, 135D) $178.00
To 120 HP (Cat 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L) $205.00
To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) $212.00
To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C) $215.00
To 230 HP (Cat 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3, 270LC-3; Link-Belt 290 LX RB; Volvo EC290C; Komatsu PC270LC-8) $250.00
Over 230 HP (Cat 330D, 336D; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) $280.00
Add Attachment Rate to Excavator $35.00

Self-Propelled Vibratory Compactors
To 80 HP (Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai 201D; Ing. Rand SD45F TF) $140.00
To 125 HP (Bomag BW177PDBH-40; Cat CP-433E; Sakai SV400D-II; Dynapac CA152D) $160.00
Over 125 HP (Bomag BW211PD-40; Dynapac CA262D; Ing. Rand SD105DA TF; Sakai SV505D-1) $190.00

Tractor Brush Cutters
To 67 PTO HP $120.00
To 80 PTO HP $127.00
Over 80 PTO HP (JD 6200, 6300, 6400) $136.00

Track Mounted Rock Drills (with one operator)
To 4.5” Diameter Hole $380.00
Over 4.5” Diameter Hole $446.50

Heavy Equipment Hauling
On-Highway Rear Dump $165.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs.) $10.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs.) $13.00

On-Highway Truck Tractor (GVW up to 50,000 lbs.) $142.00
Lowbed Trailer (2-axle, up to 50,000 lbs.) $15.00
Lowbed Trailer (3-axle, up to 80,000 lbs.) $35.00

Water Trucks

To 3,000 gallons $104.00
To 4,000 gallons $126.00
Over 4,000 gallons $147.00

Power Saws and Pumps $10.00

Laborer- Journey Level $50.00
Laborer- Apprentice Level $47.00

INSTRUCTIONS
HP taken at the Flywheel unless stated otherwise.
WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.
Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs for service and support vehicles.
Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.
Rates on equipment not included in this schedule can be determined upon request.

Rev. 6/8/2022
Schedule P
POLE SPECIFICATIONS

Poles produced under this contract shall meet the following specifications:

MINIMUM SAPWOOD: Required both butt and top; 1-inch on Douglas-fir and none on western redcedar.

BUTTS: Shall be cut above the swell and hook.

Sweep: Poles shall be line straight. That is, a straight line from the center of the butt to the center of the top will not pass outside the body of the pole.

KNOTS: Maximum diameter of a single knot shall not exceed 3 inches. The sum of the diameters of all knots (1/2 inch and larger) in any 1-foot section shall not exceed 8 inches on 45-foot and shorter and 10 inches on 50-foot and longer poles.

TRIM: Poles shall have a minimum of 12 inches of trim.

MAXIMUM DIAMETER AT GROUND LINE: Shall not be more than 7 inches or 20% larger than the specified minimum, whichever is greater.

CLASSIFICATION: The diameter (D.O.B.) at ground line (6 feet up from the butt) will determine the true class of the pole, provided that its top is large enough. Otherwise, the diameter (D.I.B.) at the top will determine the true class.

PROHIBITED DEFECTS: Poles shall be free of sucker knots, knot clusters, rotten knots, short crooks, splits, shake, scars or catfaces, deadwood streaks, snowbreak, cross break, decay, and worm or insect damage.

REFERENCE: American National STANDARDS INSTITUTE: A.N.S.I. 05.1-2008 or later
Timber Sale Cruise Report
Midge - NW

Sale Name: MIDGE
Sale Type: SORT
Region: NORTHWEST
District: BAKER
Lead Cruiser: Matthew Llobet

Other Cruisers:

Cruise Narrative:
Location:
Midge is a three unit timber sale located west of Alger off the Barrell Springs road. The sale ranges from 1,160 feet to 1,640 feet in elevation and has excellent road access to all three units.

Cruise Design:
Unit 1: 1/20th acre fix plot
Unit 2: 62.5/40 BAF
Unit 3: 54.4/40 BAF
ROW: 1/20th acre fix plot

Log Lengths Cruised:
Conifer: 2 foot multiples - maximizing 32-40'
Hardwood: 10 foot multiples - no longer than 30'
Peeler Lengths: 17', 26', and 34'
Pole Lengths: 5 foot multiples - 35'+

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.

Unit 1 & 2:
The stand characteristics throughout units 1 and 2 showed a homogenous timber type with mild vegetation throughout the understory. The terrain throughout units 1 and 2 was gentle, making for good operator ground. The species composition consists of a dominant Douglas fir component with scattered Western Hemlock and hardwoods.

Unit 3:
The stand consists of a variable timber type with an open understory throughout. The operator ground was straightforward with gentle/mild terrain throughout. The species composition consists of Douglas fir, Western Hemlock, Western Red Cedar, and scattered hardwoods.

Logging and Stand Conditions:
Approximately 60% of the sale is cable harvest and the other 40% percent is ground base harvest. All three units consist of an open understory with mild/gentle terrain.
### Timber Sale Notice Volume (MBF)

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<tr>
<th>Sp</th>
<th>DBH</th>
<th>Rings/In</th>
<th>Age</th>
<th>All</th>
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<th>3 Saw</th>
<th>4 Saw</th>
<th>Utility</th>
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<tr>
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### Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

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<th>BA (sq ft/acre)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol SE (%)</th>
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<th>N Void Plots</th>
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<th>BF Net</th>
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### Timber Sale Log Sort x Diameter Bin Summary

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<td>Defect %</td>
<td>Tons</td>
<td>MBF Net</td>
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# Cruise Unit Report
## MIDGE 1

### Unit Sale Notice Volume (MBF): MIDGE 1

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<th>4 Saw</th>
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### Unit Cruise Design: MIDGE 1

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### Unit Cruise Summary: MIDGE 1

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### Unit Cruise Statistics (Cut + Leave Trees): MIDGE 1

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<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol CV (%)</th>
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### Unit Summary: MIDGE 1

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<th>Defect %</th>
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<th>BA</th>
<th>RD</th>
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Cruise Unit Report
MIDGE 2

Unit Sale Notice Volume (MBF): MIDGE 2

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Unit Cruise Design: MIDGE 2

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Unit Cruise Summary: MIDGE 2

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Unit Cruise Statistics (Cut + Leave Trees): MIDGE 2

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<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
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Unit Summary: MIDGE 2

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Cruise Unit Report
MIDGE 3

Unit Sale Notice Volume (MBF): MIDGE 3

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Unit Cruise Design: MIDGE 3

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<th>N Cruise Plots</th>
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Unit Cruise Summary: MIDGE 3

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Unit Cruise Statistics (Cut + Leave Trees): MIDGE 3

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<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol CV (%)</th>
<th>Vol SE (%)</th>
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**Unit Summary: MIDGE 3**

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### Cruise Unit Report
**ROW**

#### Unit Sale Notice Volume (MBF): ROW

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#### Unit Cruise Design: ROW

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<th>N Void Plots</th>
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#### Unit Cruise Summary: ROW

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#### Unit Cruise Statistics (Cut + Leave Trees): ROW

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<th>BA (sq ft/acre)</th>
<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
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<th>Net Vol (bf/acre)</th>
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#### Unit Summary: ROW

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<th>DBH</th>
<th>BL</th>
<th>THT</th>
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<th>Defect %</th>
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ACORN PIT
32+78

97+57 BL-16 = 10+95 BL-1616-01

2+40 BL-1616 = 0+00 BL-1616-01

84+77 BL-16 = 0+00 BL-16

(To be moved)

SCALE

0 400
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  

MIDGE TIMBER SALE ROAD PLAN  
SKAGIT COUNTY  
HAMilton DISTRICT  
NORTHWEST REGION  

AGREEMENT NO.: 30-103158  
STAFF ENGINEER: STUART  
DATE: MARCH 31, 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.  

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-ML</td>
<td>0+00 to 147+59</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>BL-12</td>
<td>0+00 to 59+50</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>BL-1616</td>
<td>0+00 to 2+40</td>
<td>Reconstruction</td>
</tr>
<tr>
<td>BL-1616</td>
<td>2+40 to 32+78</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>BL-1616-01</td>
<td>0+00 to 10+95</td>
<td>Construction</td>
</tr>
</tbody>
</table>

0-4 CONSTRUCTION  
Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, landing and turnout construction, culvert installation, drill and shoot, application of shot ballast rock, and application of 1½-inch-minus surfacing rock.  

0-5 RECONSTRUCTION  
Reconstruction includes, but is not limited to clearing, grubbing, widening existing subgrade, culvert installation, application of shot ballast rock, application of 1½-inch-minus surfacing rock, and gate removal and installation.
0-6 PRE-HAUL MAINTENANCE
This project includes, but is not limited to the following pre-haul maintenance requirements:

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-ML</td>
<td>0+00 to 147+59</td>
<td>Road surface grading.</td>
</tr>
<tr>
<td>BL-12</td>
<td>0+00 to 59+50</td>
<td>Brushing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Road surface grading.</td>
</tr>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
<td>Brushing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Blading, shaping, and ditching the road prism to dimensions shown in the TYPICAL SECTION.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cleaning culverts, headwalls, and catch basins.</td>
</tr>
<tr>
<td>BL-1616</td>
<td>0+00 to 32+78</td>
<td>Brushing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Blading, shaping, and ditching the road prism to dimensions shown in the TYPICAL SECTION.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cleaning culverts, headwalls, and catch basins.</td>
</tr>
</tbody>
</table>

0-7 POST-HAUL MAINTENANCE
This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

0-10 ABANDONMENT
This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

0-12 DEVELOP ROCK SOURCE
Contractor shall develop an existing rock source. Rock source development will involve clearing, stripping, drilling, shooting, and processing rock to generate riprap, pit run, shot ballast rock, and 1½-inch-minus surfacing rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

0-13 STRUCTURES
Contractor shall install a gate. Requirements for this structure is listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES
If the Contractor 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, Contractor shall obtain approval from the State for the submitted plan.
1-2 NON-COMPLIANCE WITH STATE ROAD PLAN
Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to non-compliance or the Contractor's choice of construction techniques will be at the Contractor's expense.

1-3 ROAD DIMENSIONS
Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES
Contractor shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

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

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.
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.

1-7 TEMPORARY ROAD CLOSURE
Contractor shall notify the Contract Administrator a minimum of 5 business days before the closure of any road.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS
Contractor shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer’s recommendation.

1-9 DAMAGED METALLIC COATING
Any 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**
Contractor 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 Contractor resets all moved or damaged RPs.

1-20  **COMPLETE BY DATE**
On the following road(s), Contractor shall complete road work by the specified date.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-1616</td>
<td>0+00 to 2+40</td>
<td>October 31, 2023</td>
</tr>
<tr>
<td>BL-1616-01</td>
<td>0+00 to 10+95</td>
<td>October 31, 2023</td>
</tr>
</tbody>
</table>

1-21  **HAUL APPROVAL**
Contractor 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**
Contractor shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Right-of-way
  - Falling/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

1-29  **SEDIMENT RESTRICTION**
Contractor shall not allow silt-bearing runoff to enter any streams.
1-30 CLOSURE TO PREVENT DAMAGE
In accordance with Contract Clause G-220.1 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on crushed rock 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, Contractor shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Contractor shall protect the work from damage or deterioration.

1-33 SNOW PLOWING RESTRICTION
Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS
Contractor 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 Contractor’s expense, as directed by the Contract Administrator when authorized by the county or WSDOT.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE
Contractor 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 – CONTRACTOR MAINTENANCE
Contractor shall perform maintenance on roads listed in Contract Clause C-050.1 CONTRACTOR ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
2-3 **ROAD MAINTENANCE – DESIGNATED MAINTAINER**
Contractor may be required to perform maintenance on roads listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Contractor shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-5 **MAINTENANCE GRADING – EXISTING ROAD**
On the following road(s), Contractor 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.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-ML</td>
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</tr>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
</tr>
<tr>
<td>BL-1616</td>
<td>2+40 to 32+78</td>
</tr>
</tbody>
</table>

2-6 **CLEANING CULVERTS**
On the following road(s), Contractor shall clean the inlets and outlets of all culverts before rock hauling.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
</tr>
<tr>
<td>BL-1616</td>
<td>2+40 to 32+78</td>
</tr>
</tbody>
</table>

2-7 **CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**
On the following road(s), Contractor shall clean ditches, headwalls, and catchbasins. Work must be completed before rock hauling and must be done in accordance with the TYPICAL SECTION.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
</tr>
<tr>
<td>BL-1616</td>
<td>0+00 to 32+78</td>
</tr>
</tbody>
</table>

2-8 **MAINTAINING EROSION CONTROL STRUCTURES**
Contractor shall clean and maintain all erosion control structures. Work must be completed before hauling of rock or timber and must be done in accordance with the Contract Administrator. Excavated material must be scattered outside the grubbing limits.
SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING
On the following road(s), Contractor 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. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-12</td>
<td>0+00 to 59+50</td>
</tr>
<tr>
<td>BL-16</td>
<td>0+00 to 84+77</td>
</tr>
<tr>
<td>BL-1616</td>
<td>2+40 to 32+78</td>
</tr>
</tbody>
</table>

3-5 CLEARING
Contractor shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-8 PROHIBITED DECKING AREAS
Contractor shall not deck right-of-way timber in the following areas:
- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees unless approved by the Contract Administrator.

3-10 GRUBBING
Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Contractor shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

3-20 ORGANIC DEBRIS DEFINITION
Organic debris is defined as all 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, and stumps that are larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.
3-21 **DISPOSAL COMPLETION**  
Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris, before the application of rock.

3-22 **DESIGNATED WASTE AREA FOR ORGANIC DEBRIS**  
Waste areas for organic debris are located within the cleared right-of-way or in natural openings as designated or at areas approved in writing by the Contract Administrator.

3-23 **PROHIBITED DISPOSAL AREAS**  
Contractor 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**  
Contractor shall not bury organic debris unless otherwise stated in this plan.

3-25 **SCATTERING ORGANIC DEBRIS**  
Contractor shall scatter organic debris outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

**SECTION 4 – EXCAVATION**

4-2 **PIONEERING**  
Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:
- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.
4-3  ROAD GRADE AND ALIGNMENT STANDARDS
Contractor shall follow these standards for road grade and alignment:
  ▪ Grade and alignment must have smooth continuity, without abrupt changes in direction.
  ▪ Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
  ▪ Minimum curve radius is 50 feet at centerline.
  ▪ Maximum grade change for sag vertical curves is 5% in 100 feet.
  ▪ Maximum grade change for crest vertical curves is 4% in 100 feet.

Grade limitations and alignment are modified as follows:

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Minimum Curve Radius (ft)</th>
<th>Maximum Grade (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-1616-01</td>
<td>0+00 to 10+95</td>
<td>100</td>
<td>12</td>
</tr>
</tbody>
</table>

4-5  CUT SLOPE RATIO
Contractor shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Excavation Slope Ratio</th>
<th>Excavation Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Earth (on side slopes up to 55%)</td>
<td>1:1</td>
<td>100</td>
</tr>
<tr>
<td>Fractured or loose rock</td>
<td>½:1</td>
<td>200</td>
</tr>
<tr>
<td>Hardpan or solid rock</td>
<td>¼:1</td>
<td>400</td>
</tr>
</tbody>
</table>

4-6  EMBANKMENT SLOPE RATIO
Contractor shall construct embankment slopes no steeper than shown on the following table, unless construction staked or designed:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Embankment Slope Ratio</th>
<th>Embankment Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandy Soils</td>
<td>2:1</td>
<td>50</td>
</tr>
<tr>
<td>Common Earth and Rounded Gravel</td>
<td>1½:1</td>
<td>67</td>
</tr>
<tr>
<td>Angular Rock</td>
<td>1¼:1</td>
<td>80</td>
</tr>
</tbody>
</table>

4-7  SHAPING CUT AND FILL SLOPE
Contractor shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8  CURVE WIDENING
The minimum widening placed on the inside of curves is:
  ▪ 6 feet for curves of 50 to 79 feet radius.
  ▪ 4 feet for curves of 80 to 100 feet radius.
4-9 **EMBANKMENT WIDENING**
The minimum embankment widening is:
- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

4-10 **WIDEN THE EXISTING SUBGRADE**
On the following road(s), Contractor shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Contractor shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-1616</td>
<td>0+00 to 2+40</td>
</tr>
</tbody>
</table>

4-21 **TURNOUTS**
Contractor shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Location changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-25 **DITCH CONSTRUCTION AND RECONSTRUCTION**
Contractor shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28 **DITCH DRAINAGE**
Ditches must drain to cross-drain culverts or ditchouts.

4-35 **WASTE MATERIAL DEFINITION**
Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 **DISPOSAL OF WASTE MATERIAL**
Contractor 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 or pushed to the designated embankment sites or waste areas.
4-38 PROHIBITED WASTE DISPOSAL AREAS
Contractor shall not deposit waste material in the following areas:
- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 60%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-55 ROAD SHAPING
Contractor shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

4-60 FILL COMPACTION
Contractor shall compact all embankment and waste material by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION
Contractor shall compact constructed and reconstructed subgrades by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-5 CULVERTS
Contractor shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the MATERIALS LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and 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. Contractor shall stockpile materials as directed by the Contract Administrator.
5-15 CULVERT INSTALLATION
Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association’s "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association’s “Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings”.

5-17 CROSS DRAIN SKEW AND SLOPE
Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER
Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS
Contractor shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS
Contractor 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
Contractor shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.
SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND
Rock used in accordance with the quantities on the TYPICAL SECTION AND MATERIALS LIST may be obtained from the following source(s) on state land at no charge to the Contractor. Contractor shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Contractor shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the listed locations.

<table>
<thead>
<tr>
<th>Source</th>
<th>Location</th>
<th>Rock Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acorn Pit</td>
<td>Station 32+78 of BL-1616</td>
<td>Pit run, shot ballast rock, riprap</td>
</tr>
<tr>
<td>Macadamia Pit</td>
<td>Station 59+50 of BL-12</td>
<td>1½-inch-minus crushed rock</td>
</tr>
</tbody>
</table>

6-5 ROCK FROM COMMERCIAL SOURCE
Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Contractor’s expense. Rock sources are subject to written approval by the Contract Administrator before their use.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY CONTRACTOR
Contractor shall conduct rock source development and use at the following sources, in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Contractor. The plan is subject to written approval by the Contract Administrator before any rock source operations. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator.

<table>
<thead>
<tr>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acorn Pit</td>
</tr>
<tr>
<td>Macadamia Pit</td>
</tr>
</tbody>
</table>

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

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.
6-12 ROCK SOURCE SPECIFICATIONS
Rock sources must be in accordance with the following specifications:

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

<table>
<thead>
<tr>
<th>Material</th>
<th>Maximum Slope Ratio (Horiz. : Vert.)</th>
<th>Maximum Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand</td>
<td>2:1</td>
<td>50</td>
</tr>
<tr>
<td>Gravel</td>
<td>1.5:1</td>
<td>67</td>
</tr>
<tr>
<td>Common Earth</td>
<td>1:1</td>
<td>100</td>
</tr>
<tr>
<td>Fractured Rock</td>
<td>0.5:1</td>
<td>200</td>
</tr>
<tr>
<td>Solid Rock</td>
<td>0:1</td>
<td>vertical</td>
</tr>
</tbody>
</table>

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

6-23 ROCK GRADATION TYPES
Contractor 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.

6-29 1½-INCH MINUS CRUSHED ROCK

| % Passing 1 ½” square sieve | 100% |
| % Passing 1” square sieve    | 50 - 85% |
| % Passing U.S. #4 sieve      | 30 - 50% |
| % Passing U.S. #40 sieve     | 16% maximum |
| % Passing U.S. #200 sieve    | 5% maximum |

The portion of aggregate retained on the No. 4 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.
6-41 **PIT RUN ROCK**

No more than 50 percent of the rock may be larger than 12 inches in any dimension and no rock may be larger than 24 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-42 **SHOT BALLAST ROCK**

Shot ballast rock shall be 100% equal to, or smaller than, 4 inches in at least one dimension.

No more than 10 percent of the rock by visual inspection may exceed 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Shot ballast rock may not contain more than 5 percent by weight of organic debris, dirt, and trash.

6-50 **LIGHT LOOSE RIP RAP**

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

<table>
<thead>
<tr>
<th>At Least/Not More Than</th>
<th>Approximate Size Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% / 90%</td>
<td>300 lbs. to 1 ton</td>
</tr>
<tr>
<td>80% / --</td>
<td>50 lbs. to ½ ton</td>
</tr>
<tr>
<td>10% / 20%</td>
<td>50 lbs. max</td>
</tr>
</tbody>
</table>

6-51 **HEAVY LOOSE RIP RAP**

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

<table>
<thead>
<tr>
<th>At Least/Not More Than</th>
<th>Size Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% / 90%</td>
<td>1 ton to 3 ton (36” - 54”)</td>
</tr>
<tr>
<td>70% / 90%</td>
<td>500 lbs. to 1½ ton (24” - 42”)</td>
</tr>
<tr>
<td>10% / 30%</td>
<td>50 lbs. max (3” - 8”)</td>
</tr>
</tbody>
</table>

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

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION are loose yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.
6-70  APPROVAL BEFORE ROCK APPLICATION
Contractor shall obtain written approval from the Contract Administrator for culvert installation before rock application.

6-71  ROCK APPLICATION
Contractor 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 by routing equipment over the entire width.

6-73  ROCK FOR WIDENED PORTIONS
Contractor shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

6-75  OPTIONAL ROCK EXCEPTION
On the following roads, Contractor may place less rock than shown on the TYPICAL SECTION, when approved in writing by the Contract Administrator.

If less rock is applied, Contractor shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Contractor shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan. On optional rock roads designated in the table below as Contractor’s Choice, Contractor may apply rock processed on grade in place of shot ballast rock.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-1616</td>
<td>0+00 to 2+40</td>
<td>Contractor’s choice of other competent rock as base course such as on-site discoverable rock.</td>
</tr>
<tr>
<td>BL-1616-01</td>
<td>0+00 to 10+95</td>
<td></td>
</tr>
</tbody>
</table>

6-81  CHEMICAL TREATMENT FOR DUST ABATEMENT
Contractor shall treat the following roads with Lignin Sulfonate for dust abatement. No other chemical may be used for dust abatement. The Lignin Sulfonate may not be used for any other purposes.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-ML</td>
<td>0+00 to 33+75 (Lower Trailhead)</td>
</tr>
</tbody>
</table>

6-82  CHEMICAL RESTRICTION
Contractor shall not allow chemicals used for dust abatement to enter any streams.
6-83 **LIGNIN SULFONATE APPLICATION RATE**
The “as supplied” liquid Lignin Sulfonate must be diluted with an adequate amount of water to obtain a 25% solids content for application. Contractor shall apply Lignin Sulfonate to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

6-85 **CHEMICAL DUST ABATEMENT EQUIPMENT**
Application equipment used to spread dust abatement chemicals must be capable of uniform application. A tanker truck with a “slash pan” or “plate” is not acceptable. Field dilution must be accomplished within the application vehicle.

6-86 **TIMING FOR CHEMICAL APPLICATION**
Contractor shall obtain prior written approval from the Contract Administrator for the timing of application for dust abatement chemicals. It is intended that dust abatement chemicals be applied during the summer season.

**SECTION 7 – STRUCTURES**

7-76 **GATE REMOVAL AND RE-INSTALLATION**
Contractor shall move the listed gate(s).

<table>
<thead>
<tr>
<th>Road</th>
<th>Station</th>
<th>Type</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-1616</td>
<td>3+40</td>
<td>Steel gate</td>
<td>Remove existing gate from station 1+35 of BL-1616 by excavating posts and breaking loose any attached concrete. Re-install at indicated station in accordance with the STEEL GATE DETAIL</td>
</tr>
</tbody>
</table>

The gate posts must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete and set in a minimum of 4 cubic yards of poured-in-place concrete. The Contract Administrator will provide Contractor with a padlock.

If the Contractor wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator, or their designee, for approval in writing before gate installation begins.

**SECTION 8 – EROSION CONTROL**

8-2 **PROTECTION FOR EXPOSED SOIL**
Contractor shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 25 feet of a stream or wetland. Soils must be covered before the first anticipated storm event.
8-15 REVEGETATION
Contractor 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 Contractor shall provide the required grass seed and fertilizer.

8-17 REVEGETATION TIMING
Contractor 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
Contractor 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 Contractor 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
Contractor shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Contractor 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 additional cost to the state.
8-25  **GRASS SEED**
Contractor 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 unless a comparable mix is approved in writing by the Contract Administrator.

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

8-27  **FERTILIZER**
Contractor 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:

<table>
<thead>
<tr>
<th>Chemical Component</th>
<th>% by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen</td>
<td>16</td>
</tr>
<tr>
<td>Phosphorous</td>
<td>16</td>
</tr>
<tr>
<td>Potassium</td>
<td>16</td>
</tr>
<tr>
<td>Sulphur</td>
<td>3</td>
</tr>
<tr>
<td>Inerts</td>
<td>49</td>
</tr>
</tbody>
</table>
SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND
Culverts removed from roads become the property of the Contractor and must be removed from state land.

9-5 POST-HAUL MAINTENANCE
Contractor shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

9-10 LANDING DRAINAGE
Contractor shall provide for drainage of the landing surface.

9-12 LANDING EMBANKMENT REMOVAL
Contractor shall reduce or relocate the landing embankment in a manner approved, in writing, by the Contract Administrator.

9-21 ROAD ABANDONMENT
Contractor shall abandon the following roads before the termination of this contract.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-16</td>
<td>84+77 to 97+57</td>
<td>Abandon after BL-1616-01 construction is complete</td>
</tr>
</tbody>
</table>

9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1½:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Contractor.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.
- See SECTION 11 – SPECIAL NOTES for additional abandonment requirements.

SECTION 10 – MATERIALS

10-15 CORRUGATED STEEL CULVERT
Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218).

10-16 CORRUGATED ALUMINUM CULVERT
Aluminum culverts must meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT
Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

10-21 METAL BAND
Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

10-22 PLASTIC BAND
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.
10-24 GAUGE AND CORRUGATION
Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Gauge</th>
<th>Corrugation</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot;</td>
<td>16 (0.064&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>24&quot; to 48&quot;</td>
<td>14 (0.079&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>54&quot; to 96&quot;</td>
<td>12 (0.109&quot;)</td>
<td>3&quot; X 1&quot;</td>
</tr>
</tbody>
</table>

10-30 LIGNIN SULFONATE MATERIALS
Lignin Sulfonate is the chemical residue produced as a by-product of the acid sulfite pulping process, and supplied as a water solution. The base solution may be ammonia, calcium, or sodium and must be water soluble to allow field dilution. Percent solids must be 50% as supplied. When requested by the Contract Administrator, certification must be provided that shows:

- Solids determination has been made in accordance with the modified Technical Association of the Pulp and Paper Industry Standard T629-M53 or by a specific gravity/percent solids verses temperature graph that correlates with the standard.
- The $p_h$ of the delivered material is a 4.5 minimum as determined by AASHTO-T200.

SECTION 11 – SPECIAL NOTES

11-1 ABANDONMENT SURFACE RECLAMATION
All road abandonment shall recover and stockpile existing rock surfacing to a minimum depth of 4 inches (approximately 200 cubic yards). Stockpile rock at 97+57 of the BL-16 road or other location approved by the Contract Administrator.

11-2 ABANDONMENT SUBGRADE RIPPING
Road abandonment on the following road segment shall include ripping the subgrade to a depth of 6 inches (this is in addition to rock depth removed in 11-1 ABANDONMENT SURFACE RECLAMATION).

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL-16</td>
<td>92+02 to 97+57</td>
</tr>
</tbody>
</table>

11-3 ABANDONMENT EROSION CONTROL
All road surfaces treated in 11-1 ABANDONMENT SURFACE RECLAMATION or 11-2 ABANDONMENT SUBGRADE RIPPING shall be considered exposed soils and measures in SECTION 8 – EROSION CONTROL shall apply.
<table>
<thead>
<tr>
<th>ROAD #</th>
<th>BL-ML</th>
<th>BL-12</th>
<th>BL-16</th>
<th>BL-1616</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIRED / OPTIONAL</td>
<td>REQUIRED</td>
<td>REQUIRED</td>
<td>REQUIRED</td>
<td>REQUIRED</td>
</tr>
<tr>
<td>CONSTRUCT / RECONSTRUCT</td>
<td>PRE-HAUL</td>
<td>PRE-HAUL</td>
<td>PRE-HAUL</td>
<td>RECONSTRUCT</td>
</tr>
<tr>
<td>TOLERANCE CLASS (A/B/C)</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>STATION / MP TO</td>
<td>0+00</td>
<td>0+00</td>
<td>0+00</td>
<td>0+00</td>
</tr>
<tr>
<td>STATION / MP</td>
<td>147+59</td>
<td>59+50</td>
<td>84+77</td>
<td>2+40</td>
</tr>
<tr>
<td>ROAD WIDTH</td>
<td>R</td>
<td>16</td>
<td>12</td>
<td>16</td>
</tr>
<tr>
<td>CROWN (INCHES @ C/L)</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>DITCH WIDTH</td>
<td>W</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>DITCH DEPTH</td>
<td>D</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT LENGTH</td>
<td>L</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT WIDTH</td>
<td>T</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT TAPER</td>
<td>P</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>GRUBBING</td>
<td>G1</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>G2</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>CLEARING</td>
<td>C1</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>C2</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>ROCK FILLSLOPE</td>
<td>K:1</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>BALLAST DEPTH</td>
<td>B1</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>CUBIC YARDS / STATION</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL CY BALLAST</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>30</td>
</tr>
<tr>
<td>SURFACING DEPTH</td>
<td>B2</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>CUBIC YARDS / STATION</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>54</td>
</tr>
<tr>
<td>TOTAL CY SURFACING</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>130</td>
</tr>
<tr>
<td>TOTAL CUBIC YARDS</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>160</td>
</tr>
<tr>
<td>SUBGRADE WIDTH</td>
<td>S</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>BRUSHCUT (Y/N)</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>BLADE, SHAPE, &amp; DITCH (Y/N)</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

**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.

**ROCK TOTALS**
- SHOT BALLAST ROCK: 1,136 CY
- 1½-INCH-MINUS SURFACING ROCK: 667 CY
- PIT RUN (see BL-1616 Reconstruction Detail): 60 CY
- RIPRAP: 25 CY

Midge Timber Sale  
Contract No. 30-103158  
Page 25 of 33
<table>
<thead>
<tr>
<th>ROAD #</th>
<th>BL-1616</th>
<th>BL-1616-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIRED / OPTIONAL</td>
<td>REQUIRED</td>
<td>REQUIRED</td>
</tr>
<tr>
<td>CONSTRUCT / RECONSTRUCT</td>
<td>PRE-HAUL</td>
<td>CONSTRUCT</td>
</tr>
<tr>
<td>TOLERANCE CLASS (A/B/C)</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>STATION / MP TO</td>
<td>2+40</td>
<td>0+00</td>
</tr>
<tr>
<td>STATION / MP</td>
<td>32+78</td>
<td>10+95</td>
</tr>
<tr>
<td>ROAD WIDTH</td>
<td>R</td>
<td>12</td>
</tr>
<tr>
<td>CROWN (INCHES @ C/L)</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>DITCH WIDTH</td>
<td>W</td>
<td>--</td>
</tr>
<tr>
<td>DITCH DEPTH</td>
<td>D</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT LENGTH</td>
<td>L</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT WIDTH</td>
<td>T</td>
<td>--</td>
</tr>
<tr>
<td>TURNOUT TAPER</td>
<td>P</td>
<td>--</td>
</tr>
<tr>
<td>GRUBBING</td>
<td>G1</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>G2</td>
<td>--</td>
</tr>
<tr>
<td>CLEARING</td>
<td>C1</td>
<td>--</td>
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<tr>
<td></td>
<td>C2</td>
<td>--</td>
</tr>
<tr>
<td>ROCK FILLSLOPE</td>
<td>K:1</td>
<td>--</td>
</tr>
<tr>
<td>BALLAST DEPTH</td>
<td>B1</td>
<td>--</td>
</tr>
<tr>
<td>CUBIC YARDS / STATION</td>
<td>--</td>
<td>101</td>
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<tr>
<td>TOTAL CY BALLAST</td>
<td>--</td>
<td>1,106</td>
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<td>49</td>
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<td>TOTAL CY SURFACING</td>
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<tr>
<td>TOTAL CUBIC YARDS</td>
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<td>N</td>
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<tr>
<td>BLADE, SHAPE, &amp; DITCH (Y/N)</td>
<td>Y</td>
<td>N</td>
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# MATERIALS LIST

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<th>ROAD #</th>
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<th>LENGTH</th>
<th>TYPE</th>
<th>LENGTH</th>
<th>TYPE</th>
<th>INLET</th>
<th>OUTLET</th>
<th>TYPE</th>
<th>FILL TYPE</th>
<th>TOLERANCE</th>
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<td>0+20</td>
<td>18</td>
<td>44</td>
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<td>2</td>
<td>3</td>
<td>L</td>
<td>NT</td>
<td>C</td>
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<td>C</td>
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<td>3</td>
<td>L</td>
<td>NT</td>
<td>C</td>
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<td>XX</td>
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<td>3</td>
<td>L</td>
<td>NT</td>
<td>C</td>
</tr>
</tbody>
</table>

**REMARKS**

Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Gage</th>
<th>Corrugation</th>
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<tbody>
<tr>
<td>18”</td>
<td>16</td>
<td>2 2/3” x 1/2”</td>
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<tr>
<td>24” – 48”</td>
<td>14</td>
<td>2 2/3” x 1/2”</td>
</tr>
<tr>
<td>54” – 96”</td>
<td>14</td>
<td>3” x 1”</td>
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</tbody>
</table>

Locate outlet downslope of existing BL-16

GM – Galvanized Metal   PS – Polyethylene Pipe Single Wall
H – Heavy Loose Riprap   PD – Polyethylene Pipe Dual Wall
AM – Aluminized Metal   C – Concrete   XX – PD or GM
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.
BL-16 RECONSTRUCTION DETAIL

3+40: Relocated gate location
1+35: existing gate to be moved to 3+40
0+85: Remove existing crossdrain
0+20: Install crossdrain

BL-1616-01 (To be constructed)

BL-16

84+77 BL-16 = 0+00 BL-1616

Begin abandonment

Widen road surface and reduce grade

Typical Reconstructed Section

18ft wide road surface using 3/4"-minus surfacing rock (approx 90cy)

3"-minus ballast (approx 30cy)

Build up toe of fill using pit run rock (approx 60cy)

Profile

(2x vertical exagg.)

ADD ROCK TO REDUCE GRADE TO 4% MAX

Approx 6" increased rock depth

Approx 17" increased rock depth

Existing road profile

0+00 BL-16

0+20: Install crossdrain

0+85: Remove existing crossdrain

1+35: Existing gate to be moved to 3+50

CONTRACT # 30-103158
PROJECT Midge
SHEET 30 OF 33
CONSTRUCTION NOTES
1. ALL WELDS ARE FILLET WELDS.
2. ACTUAL LOCATION SHALL BE DESIGNATED BY THE CONTRACT ADMINISTRATOR.
3. ALL CONCRETE SHALL MEET MINIMUM REQUIREMENTS FOR CLASS B CONCRETE.
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.
CULVERT INSTALLATION (TYPICAL)

NORMAL BACKSLOPE
ADDITIONAL BACKSLOPE CUT TO ALLOW FOR CULVERT HEADWALL

INLET RIPRAP
LOWER DITCHLINE TO ACCOMODATE CULVERT

OUTLET RIPRAP
STABLE GROUND

CULVERT INSTALLATION WITH DOWNSPOUT

TURNER ELBOW (SEE DETAIL)

SUPPORT AT 10' INTERVALS

PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT

SINGLE WALL PLASTIC PIPE DRAPE ALONG SLOPE

COUPLER (BURIED)

CULVERT DIAMETER

DOWNSPOUT

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

TURNER ELBOW

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

CULVERT HEADWALL - SECTION VIEW

CULVERT HEADWALL - PLAN VIEW

CONTRACT #
30-103158

PROJECT
Midge

SHEET
33 OF 33
**TIMBER SALE MAP**

- **SALE NAME:** MIDGE SORTS
- **AGREEMENT #:** 30-103158
- **TOWNSHIP(S):** T36R3E
- **TRUST(S):** State Forest Transfer (1)
- **REGION:** Skagit
- **COUNTY(S):** Skagit
- **ELEVATION RGE:** 1160-1640

**Harvest Area**
- Approximately 21 acres
- Unit 1: 4.8 acres
- Unit 2: 5.7 acres
- Unit 3: 9.4 acres
- ROW: 0.9 acres

---

- **Sale Area**
- **Property Lines**
- **Sale Boundary Tags**
- **Right of Way Tags**
- **Flag Line**
- **Existing Roads**
- **Streams**
- **Required Construction**
- **Required Abandonment**
- **Required Prehaul Maintenance**
- **Designated Trail**

---

**Maps and Symbols**
- **Streams**
- **Leave Tree Area <1/4-acre**
- **Recreation Site**

---

**Prepared By:** ctho490

**Modification Date:** 4/20/2022
TIMBER SALE MAP

SALE NAME: MIDGE SORTS
AGREEMENT #: 30-103158
TOWNSHIP(S): T36R3E
TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 1160-1640

Sale Area ~~~~ Sale Boundary Tags
Leave Tree Area ~ ~ ~ Leave Tree Tags
Riparian Mgt Zone ~ ~ ~ Flag Line
Property Lines ~ ~ ~ Existing Roads
~ ~ ~ Required Prehaul Maintenance
~ ~ ~ Designated Trail

Harvest Area
Approximately 21 acres
Unit 1 4.8 acres
Unit 2 5.7 acres
Unit 3 9.4 acres
ROW 0.9 acres

Tailhold Restriction
See Harvesting Services
Contract Clause H-141

All State Unless Otherwise Noted

Prepared By: ctho490
Modification Date: ctho490 4/20/2022
Acorn Pit: Travel 0.7 miles on the BL-16 from the junction with the BL-16 (gate between units 1 & 2).

For 1.55 miles (1.5 miles).

Unit 3: From the junction of the BL-ML & BL-16, turn right to the first right junction with the BL-16, turn right again on the BL-16. From here travel for 1.6 miles to the intersection of the BL-ML & BL-16.

From this point, turn left (south) and travel 0.7 miles on the BL-16. Turn left (south) and travel 0.7 miles on the BL-16. Turn right again on the BL-16. From here travel for 1.6 miles to the intersection of the BL-ML & BL-16.

For 0.75 miles (0.75 miles).

Unit 1 & 2: From the junction of the BL-ML & BL-16, turn left (west) onto the BL-16 (gate) and continue 1.5 miles.

Unit 3: From the junction of the BL-ML & BL-16, continue to the right on the BL-ML for 1.25 miles to gate then continue for 1.25 miles (1.5 total).

Acorn Pit: Travel 0.7 miles on the BL-16 from the junction with the BL-16 (gate between units 1 & 2).
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

HARVESTING SERVICES CONTRACT
SEALED BID FORM

Midge Sorts
(Print Project Name)

103158
(Agreement No.)

_______________________________          _______________________________
(Print Company Name)                (Business Telephone Number)

_______________________________          _______________________________
(Street Address)                (email address)

(City, State and Zip Code)

************************************************************************

To meet Harvesting obligations, I bid the following On Board Truck (OBT) rate:

☐ $/Ton of timber harvested and delivered.
☒ $/mbf of timber harvested and delivered.

(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)

And to meet pole sort Harvesting obligations, I bid the following OBT rate:

☐ $/Ton of poles harvested and delivered.
☒ $/mbf of poles harvested and delivered.

“Does Not Apply” to projects with no pole sorts identified. Refer to RFQ section 2.06.

To meet Hauling obligations, I bid:

Hauling Bid Factor
(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFQ section 1.05.
Actual “live-load” weights used to determine payment for hauling sorts designated as “tonnage”. Sorts designated as “MBF” will use calculated tonnage based on the DNR’s advertised “tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

☒ Road costs for this project are biddable. Road Cost Proposal Form must be completed and submitted as part of bid package.

Road costs for this project are biddable. Road Cost Proposal Form must be completed and submitted as part of bid package.
If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.

Attached is my completed ‘Statement of Available Resources and Work Plan’ which I understand will be evaluated by the Department of Natural Resources in conjunction with my bid to determine my ability to complete the project.

BY SUBMISSION OF THIS BID THE BIDDER WARRANTS AND AGREES TO THE FOLLOWING:

1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.

2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.

3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of the DNR whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.

4. Acceptance of the Harvesting Services Contract general terms and conditions.

5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-32.1.

6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.

7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State Department of Natural Resources.

9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.

10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.
11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.

12. The DNR cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.

13. Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.

14. The DNR will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR and I/we claim no proprietary rights to the ideas or writings contained in them.

15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by the DNR, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.

16. Bidder is required to complete the Responsible Bidder Criteria – Wage Law Compliance form in order to be considered a ‘responsible bidder’ (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

************************************************************************

By signing and submitting this bid the Bidder agrees to all of the preceding requirements. The Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the harvesting services to be provided through the Harvesting Services Contract, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

(Signature of authorized representative submitting this bid)  (Date)

(Print name and title of authorized representative signing bid)
Statement of Available Resources and Work Plan

Attach additional pages if necessary.

1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.

2. Provide an estimated time-line indicating your expected rate of log deliveries to the state’s designated log purchaser locations for this project.

3. Describe how you plan to complete any additional special work requirements identified in section 3.02 of the project’s RFQ.
**STATE OF WASHINGTON**
**DEPARTMENT OF NATURAL RESOURCES**
**HILLARY FRANZ**
**COMMISSIONER OF PUBLIC LANDS**

**HARVESTING SERVICES CONTRACT**

**ROAD PROPOSAL COST PROPOSAL FORM**

---

(Per RFQ section 2.06)

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<tr>
<th>Road/Structure</th>
<th>Description</th>
<th>Req./Opt.</th>
<th>Stations/Qty</th>
<th>Min $/Sta</th>
<th>Number of Stations to perform</th>
<th>Bid $/Sta</th>
<th>Total</th>
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<td>BL-ML (0+00 to 147+59)</td>
<td>Pre-Haul Maint.</td>
<td>Required</td>
<td>147.59</td>
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<td>Construction</td>
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<td>BL-ML (0+00 to 147+59)</td>
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<td>147.59</td>
<td>$9.00</td>
<td>147.59</td>
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<td>BL-12 (0+00 to 59+50)</td>
<td>Post-Haul Maint.</td>
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<td>59.50</td>
<td>$9.00</td>
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<td>$9.00</td>
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<td>12.80</td>
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**Additional Work or Materials**

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<tr>
<th>Description</th>
<th>Stations</th>
<th>Min $/Sta</th>
<th>Bid $/Sta</th>
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<tbody>
<tr>
<td>BL-ML (0+00 to 33+75) Dust abatement - Lignin, as specified in road plan clause 6-83, if directed by the Contract Administrator.</td>
<td>33.75</td>
<td>$97.00</td>
<td></td>
</tr>
</tbody>
</table>

---

Road Work is paid on a per station basis.
CONTRACTOR CERTIFICATION
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) and (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB5301).

SOLICITATION DATE: Month _____, Day _____, Year _____

I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

☐ VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON __________________________ DATE SIGNED _______/

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM __________________________

TITLE OF PERSON SIGNING CERTIFICATE __________________________

PRINT COUNTY AND STATE WHERE SIGNED __________________________

Return this contractor certification to the solicitation coordinator listed in the solicitation document.
<table>
<thead>
<tr>
<th>Name</th>
<th>Total_Leng (A-Mi)</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Bow Hill Cedar - Barrel Springs Rd/BL-ML Rd</td>
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<tr>
<td>Oeser Co - Barrel Springs Rd/BL-ML Rd</td>
<td>15.5775266485</td>
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<tr>
<td>Sierra Pacific - Mt. Vernon - Barrel Springs Rd/BL-ML Rd</td>
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<td>(no ferries)*</td>
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<td>Washington Alder LLC - Barrel Springs Rd/BL-ML Rd</td>
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<td>Bell Lumber &amp; Pole - Barrel Springs Rd/BL-ML Rd</td>
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