



TIMBER NOTICE OF SALE

Washington Department of Fish and Wildlife, Blue Mountains Complex
 1049 Port Way
 Clarkston, WA 99403

SALE NAME: *Weatherly Forest Restoration Project*

County: Garfield Co.

BID METHOD: Please send or deliver sealed bids by 10:00 a.m., February 27, 2020 to:
 WDFW Blue Mountains office c/o Forest Management
 1049 Port Way
 Clarkston, WA 99403

SALE LOCATION: Sale located approximately 30 miles southwest of Clarkston, WA on approximately 300 acres of the Weatherly Wildlife Area.

PRODUCTS SOLD AND SALE AREA:

All timber to 5" dib top diameter and pulp to 4" dib top diameter, except leave trees marked with orange paint in Units 1, 2,3 and 4 or leave trees designated by prescription in Units Blue A and Blue B; snags, and all down timber existing 1 year prior to the day of sale; bounded by the following: Pink boundary flagging, blue boundary flagging, pink and yellow boundary flagging and pre-existing elk and stock fence lines along private property lines and the Umatilla National forest boundary. Harvest operations, hauling, and roadwork in the sale contract will be completed at the Purchaser's expense and should be reflected in the sort bid prices.

ESTIMATED SALE VOLUMES AND QUALITY:

	Net MBF Volume by Scaling Top dib in Inches				Total Net Volume	Estimated Value (Minimum bid \$58/MBF, or \$1/Ton)
	12"	8"	5"			
Douglas-fir/western larch	134	511	411		1056	\$61,248
Ponderosa pine	51	179	138		368	\$21,344
Grand fir	55	138	71		264	\$15,312
Spruce/Lodgepole	<1	<1	<1		<1	minimal
Estimated Sale Total Net MBF	240	828	620		1688	\$97,904
Estimated Total Pulp Tonnage (all species 4" top dib)					3000 Tons	\$3000

MINIMUM BID MBF STUMPAGE (ALL SPECIES COMBINED): \$58 / MBF
MINIMUM BID TONS PULP: \$1 / Ton

BID METHOD: Sealed Bids; Both MBF and pulp sorts must have bids

PERFORMANCE SECURITY: \$30,000.00



TIMBER NOTICE OF SALE
Washington Department of Fish and Wildlife, Blue Mountains Complex
1049 Port Way
Clarkston, WA 99403

- SALE TYPE:** Sawlogs – net MBF scaled; Pulp -- tonnage scaled
- EXPIRATION DATE:** September 30, 2020
- ALLOCATION:** Export Restricted
- BID DEPOSIT:** 10 percent total Total Bid amount based on estimated cruise volumes. Said deposit shall constitute an opening bid at the appraised price.
- TIMBER EXCISE TAX:** Purchaser must pay the Washington state forest excise taxes. For more information contact the Washington Department of Revenue, Forest Tax Section at 1-800-548-8829.
- HARVEST METHOD:** Rubber tired or Track skidder. This sale is estimated to be 100% ground based yarding. A detailed felling and yarding plan shall be required prior to any harvest activities. For additional harvest requirements, refer to the H-140 clauses in the contract.
- ROADS:** Approximately 38 stations of temporary new road construction across an agricultural field and 79 stations of temporary road *re*construction will be required at Purchaser's expense. Up to 45 stations of *optional* temporary road reconstruction and up to 42 stations of *optional* temporary new road construction may be completed at Purchasers expense. Rock for road maintenance will be resourced and purchased by Purchaser, local sources are available off Peola Road. All temporary roads constructed will be abandoned post haul.
- ACREAGE DETERMINATION**
- CRUISE METHOD:** The sale acres were determined by GPS. The sale area was cruised using a variable plot cruise method.
- SPECIAL REMARKS:** Purchaser must maintain private easement roads for passenger vehicle use, and maintain property boundary stock / elk fences and cattle guards.

If you have questions, call Sara Ashiglar at the Blue Mountains Wildlife Area Office at (509)552-0142 or by email at Sara.Ashiglar@dfw.wa.gov.



STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE
Kelly Susewind, Director

STUMPAGE SEALED BID FORM

Sale Name Weatherly Forest Restoration Thinning Agreement Number 2020-01-W BID Date _____

_____ hereby submits the following bid for delivered logs.
(Print Company Name)

_____ Telephone Number _____
(Print Name Authorized Company Representative) (Contact for bid result notification)

(Street Address)

(City, State and Zip)

Weighted Stumpage Bid Amount			
Sort	\$ / MBF (or tons)	Minimum Bid	Total Estimated Volume
All Species 5"+ DIB	\$ /MBF	\$58/MBF	1688 MBF
Pulp	\$ /Tons	\$1/MBF	3000 Tons

Bid Deposit Amount \$ _____

The successful bidder agrees to furnish initial deposit of 10% of the total bid value based on State's volume estimates as described in clause P-010 and payment security acceptable to the State in the amount as described in clause P-090 of the Purchaser's contract prior to log delivery and at a date to be determined by the State.

Bidder's Warranty and Bid Signature

By signing and submitting this bid as offer to purchase forest products from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Bidder further warrants to the State that they enter this bid based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by WDFW.

(Signature of Authorized Representative submitting this bid)

(Date of Signature)

(Print name and title of Authorized Representative submitting this bid)

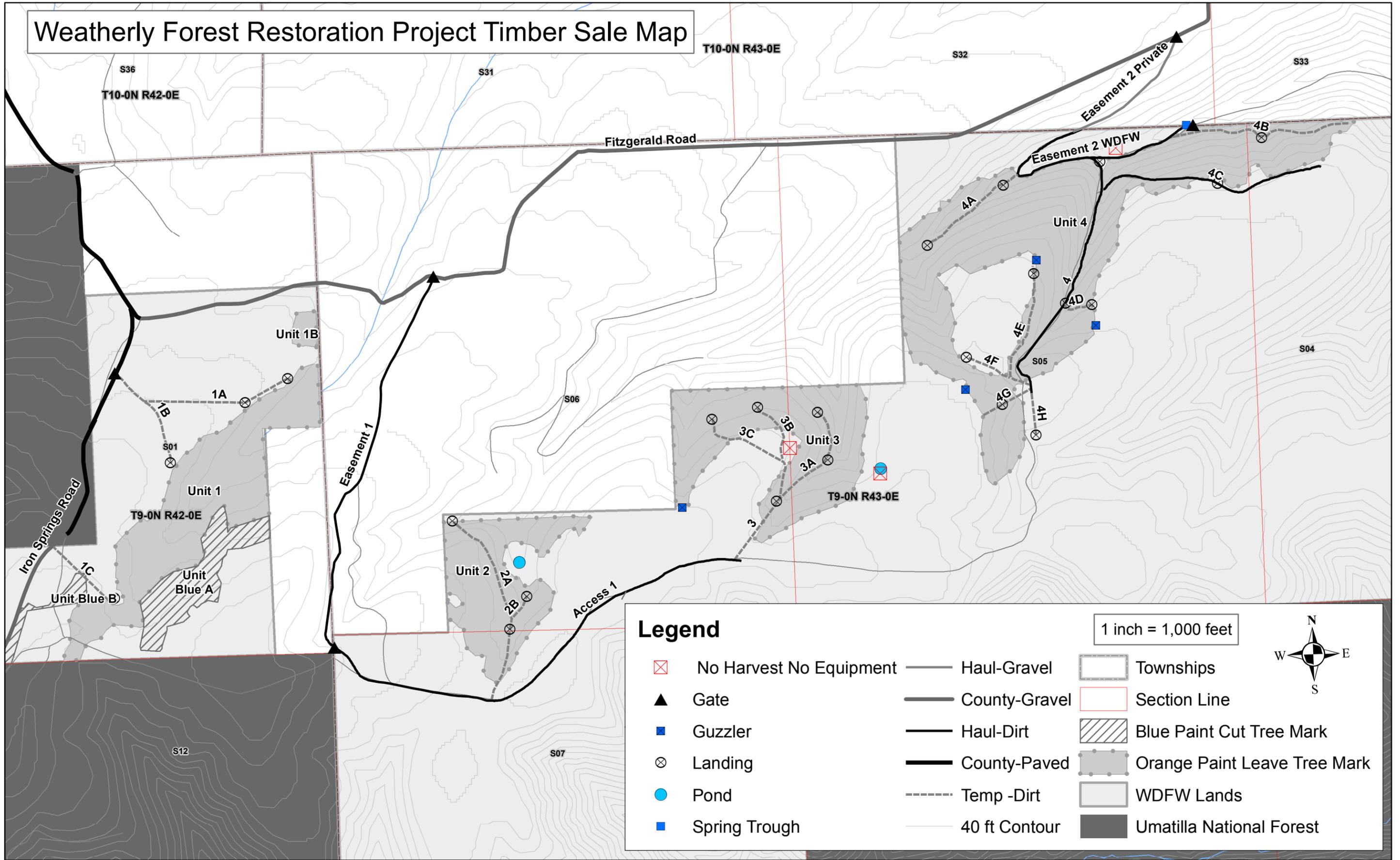
In-Person Bids

- A. Sealed bids must be in an envelope before 10:00 a.m. on the day of sale at the location specified in the notice of sale.
- B. Sealed bids must be submitted in an envelope with the name of the sale and the bidder's name clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same as the name on the bid bond and timber sale contract. The bid form must be signed by an authorized person. When a bidder has more than one person authorized to bid, then documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. Sealed bid envelopes are available at all region offices. One bid per envelope, please.
- C. The State reserves the right to reject any bid.

Mailed Bids

- A. Mail-in bid envelopes are required to have printed on the outside: "DO NOT OPEN UNTIL SALE DATE. SEALED BID ENCLOSED." The sealed bid envelope(s) will be enclosed inside the mailed-in envelope. Mailed bids must be submitted in an envelope with the name of the sale and the bidder's name clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same on the bid bond and timber sale contract. The bid form must be signed by an authorized person. When a bidder has more than one person authorized to bid, then documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. Mail-in envelopes are available at all region offices. One bid per mailed-in envelope, please.
- B. Mail-in or otherwise delivered bids will be accepted up to 4:30 p.m. the last business day before the auction by the region office in which the sale is located. Bidders assume the risk for the method of delivery they chose. WDFW assumes no responsibility for any delays caused by any delivery service.
- C. The State reserves the right to reject any bid.

Weatherly Forest Restoration Project Timber Sale Map

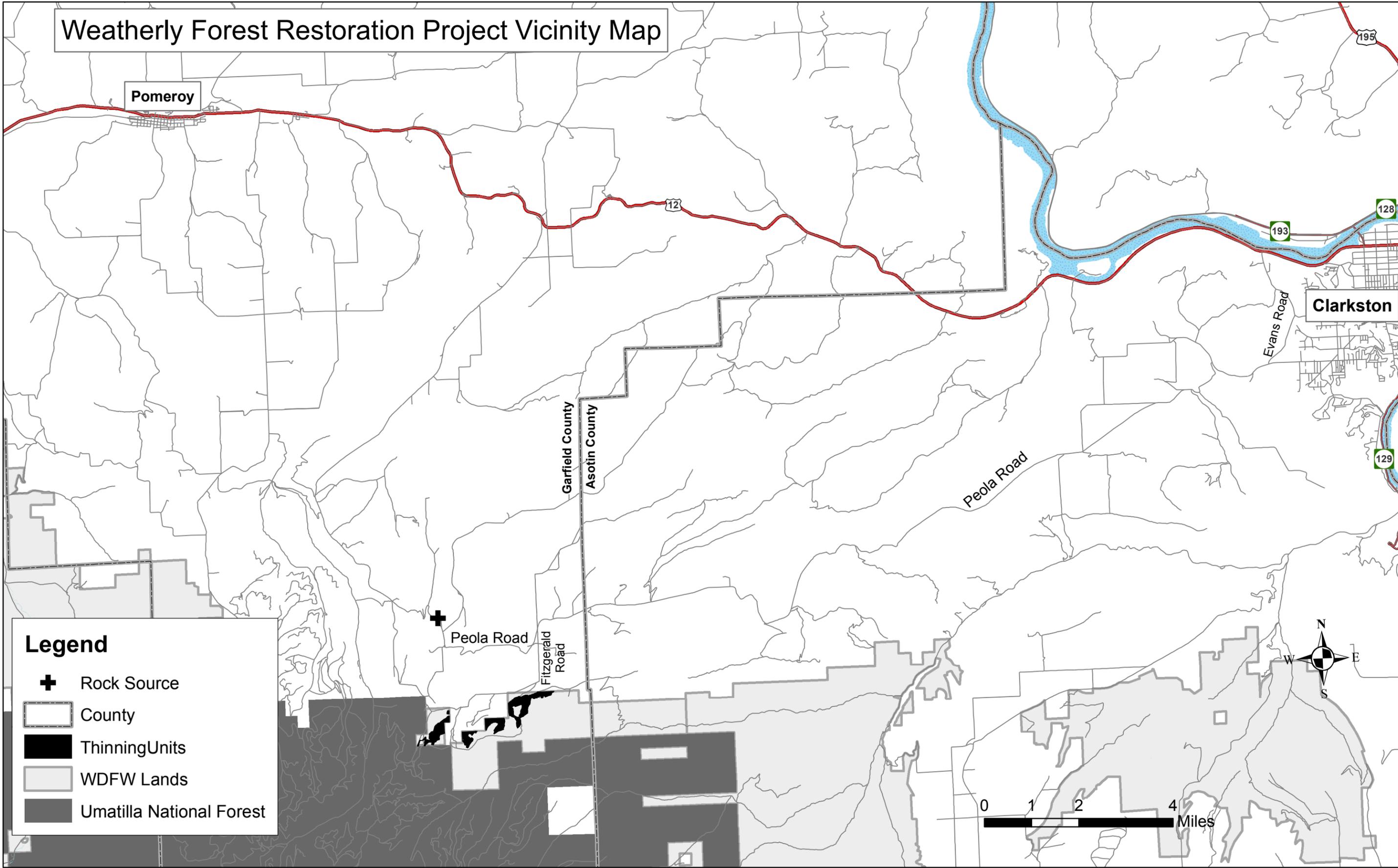


Legend

⊠	No Harvest No Equipment	—	Haul-Gravel	▭	Townships
▲	Gate	—	County-Gravel	▭	Section Line
■	Guzzler	—	Haul-Dirt	▨	Blue Paint Cut Tree Mark
⊗	Landing	—	County-Paved	▨	Orange Paint Leave Tree Mark
●	Pond	- - -	Temp -Dirt	▭	WDFW Lands
■	Spring Trough	—	40 ft Contour	▭	Umatilla National Forest

1 inch = 1,000 feet

Weatherly Forest Restoration Project Vicinity Map



Legend

- Rock Source
- County
- Thinning Units
- WDFW Lands
- Umatilla National Forest

A north arrow is located in the bottom right corner, with 'N' at the top, 'S' at the bottom, 'E' on the right, and 'W' on the left. Below it is a scale bar labeled 'Miles' with markings at 0, 1, 2, and 4.

**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE**

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

**Export Restricted Sawlog MBF Scale, Pulp Ton Scale
AGREEMENT NO. 2020-01-W**

SALE NAME: Weatherly Forest Restoration Thinning

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

Contract Administrator:

Wildlife Program Land Division Manager designee responsible for assuring that the contractual obligations of the Contractor are met.

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

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

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

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

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on the Weatherly Forest Restoration Project and the sale was confirmed on **February 27, 2020**. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber (sawlogs, hewsaw and pulp) bounded by pink boundary flagging, except trees marked with orange paint rings on the bole and butt marks on the root collar, preexisting snags, preexisting dead and down trees, and hardwoods in Units #1, #2, #3, and #4 located on approximately 299 acres on part of T. 9 N., R. 42 E., Section 1 and T. 9 N., R. 43 E., Sections 4, 5, 6 and 7 in Garfield County as shown on the attached timber sale map and as designated on the sale area.

All forest products described above from the bole of the tree that meet or exceed 4 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

Forest products purchased under a contract that is designated as export restricted shall not be exported until processed.

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedule are hereby incorporated by reference:

Schedule	Title
A	Road Plan
B	Weatherly Restoration Project Maps
C	Weatherly Silvicultural and Marking Prescription

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to September 30th, 2020.

G-040 Contract Term Adjustment - No Payment

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

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

G-050 Contract Term Extension – Payment

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

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

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

The payments shall not include the initial deposit which shall be held by the State. The deposit guaranteed by a bid bond must be paid to the department within ten days of the sale day in cash, certified check, cashier's check, money order, or other acceptable payment method. The initial deposit must be maintained until all contract obligations of the purchaser are satisfied. However, all or a portion of the initial deposit may be applied as the final payment for the valuable materials in the event the State determines that adequate security exists for the performance or fulfillment of any remaining obligations of the purchaser under the sale contract.

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

To determine the unpaid portion of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$20 per acre per annum for the acres on which an operating release has not been issued in the harvest units.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE.
These documents have been prepared for the State's appraisal purposes only.

- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the DEPARTMENT OF NATURAL RESOURCES or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

- i. In the event that the State determines that regulatory requirements or some other circumstance beyond the control of both the State and the purchaser has made a valuable materials contract wholly or partially impracticable to perform, the State may cancel any portion of the contract which could not be performed. In the event of such a cancellation, the purchaser shall not be liable for the purchase price of any portions of the contract so canceled. Market price fluctuations shall not constitute an impracticable situation for valuable materials contracts.
- ii. Alternatively, and notwithstanding any other provision in this title, the State may substitute valuable materials from another site in exchange for any valuable materials which the State determines have become impracticable to remove under the original contract. Any substituted valuable materials must belong to the identical trust involved in the original contract, and the substitute materials

shall be determined by the department to have an appraised value that is not greater than the valuable materials remaining under the original contract. The substitute valuable materials and site shall remain subject to all applicable permitting requirements and the state environmental policy act, chapter 43.21C RCW, for the activities proposed at that site. In any such substitution, the value of the materials substituted shall be fixed at the purchase price of the original contract regardless of subsequent market changes. Consent of the purchaser shall be required for any substitution under this section.

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in species, value, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment if deemed appropriate by the State. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser constructed but was unable to fully use for removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

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

G-105 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10

percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from

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

G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. 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 Fish and Wildlife region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

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

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

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

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

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

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

If Purchaser is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Purchaser must describe its financial condition and the self-insured funding mechanism.

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

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

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

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

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

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

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

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

rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to

remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.

- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operation

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

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

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

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

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity shall subject Purchaser to liability for triple the value of said forest products.

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

- G-260 Venue
This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.
- G-270 Equipment Left on State Land
All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.
- G-280 Operating Release
An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.
- G-310 Road Use Authorization
Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; Weatherly Wildlife Area Easements 1 and 2, Access Road 1, Roads 1A-1C, Roads 2A and 2B, Roads 3A-3C, and Roads 4A-4H, as shown on Schedule B Maps and as described in Schedule A Road Plan. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights. Purchaser must follow Road Use Permit for Easement 2.
- G-320 Erosion Control
Purchaser shall deliver grass seed to a location designated by the Contract Administrator. Seed provided shall meet the quantity and specifications as written in Section 8 of Schedule A in the Road Plan.
- G-330 Pre-work Conference
Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.
- G-340 Preservation of Markers
Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.
- G-360 Road Use Reservation
The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the 2 private Easement roads, Access Road 1 or Road 4 unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Weatherly Wildlife Area Easements: The easements will be maintained for passenger car access in equal or better condition before moving in equipment and as approved by the Contract Administrator. Maintenance shall be completed as stated in Schedule A Road Plan for both roads and Road Use Permit for Easement 2.

G-430 Open Fires

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

G-450 Encumbrances

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

Not available

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid 10 percent of their bid, or \$10,428, for the initial deposit. If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

The deposit guaranteed by a bid bond must be paid to the department within ten days of the sale day in cash, certified check, cashier's check, money order, or other acceptable payment method. The initial deposit must be maintained until all contract obligations of the purchaser are satisfied. However, all or a portion of the initial deposit may be applied as the final payment for the valuable materials in the event the State determines that adequate exists for the performance or fulfillment of any remaining obligations of the purchaser under the sale contract.

P-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Eastside Scribner net log scale for forest products conveyed and cut or removed from the sale area:

	<u>RATE</u>
Sawlogs 5"+ all species	\$60/MBF

Purchaser agrees to pay the following tonnage rates for forest products that are conveyed but are not listed in the table:

Pulp and hewsaw (all species)	\$1/ton
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P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-052 Payment Procedure

Purchaser shall pay for forest products removed on a bimonthly basis. Payments will be submitted to a WDFW account as directed by the Wildlife Program Lands Division Manager on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by the tons for tonwood and pulp sorts removed during the month or payment period. Payment will be based on the contract rate multiplied by the Eastside Scribner MBF scale volume for sawlog sorts removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight or volume for each load.

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

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-021 shall apply.

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of **\$30,000**. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

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

L-020 Short Logs - Peeler Blocks

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

L-040 Pulp Logs

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

L-060 Load Tickets

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

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

L-071 Log and Load Reporting Service

This contract requires daily log and scale reports. Purchaser shall ensure log volume measurement data and/or load and weight data is received by the Department of Fish and Wildlife Contract Administrator within 24 hours of logs being measured or weighed.

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 weighing shall be weighed at a location that meets Department of Fish and Wildlife approval.

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

L-120 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled according to MBF Eastside Scribner log scaling rules and the lower segment diameters shall be determined using actual taper.

L-130 Conversion Factors

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-011 Approval of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must be approved by the Contract Administrator. Approval may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees is occurring.

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

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

H-012 Leave Tree Damage Definition

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

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

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator. Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred and covered in logging slash at the time of completion of yarding, when required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 6 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-018 Temporary Stream Crossings

Temporary stream crossings may be approved with written permission from the Contract Administrator.

Purchaser shall comply with the following during the yarding operation:

- a. Adhere to the approved Hydraulic Permit Application (HPA), if required, or obtain one prior to commencing any stream crossing construction.
- b. Location of the temporary stream crossing must be approved by the Contract Administrator.
- c. A temporary stream crossing shall not exceed 12 feet in width, including rub trees.
- d. Purchaser shall suspend operations during periods of wet weather when a high potential for sediment delivery into typed waters may occur.
- e. Temporary stream crossings shall be removed at the time of completion of yarding as required by the Contract Administrator.

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

H-025 Timing Requirements for Timber Removal

All sawlogs must be removed within 60 days of being felled.

H-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons will be left standing. Snags felled for safety reasons shall not be removed and must remain where felled unless otherwise approved by the Contract Administrator.

H-090 Designated Trees Felled

Trees with a good cone crop may be designated for falling. All designated cone crop trees shall be felled at the time specified by the Contract Administrator. Trees may be purchased and hauled from site for scaled purchase after completion of cone collection with written approval by Contract Administrator.

Additionally, danger trees in hunting camps may be designated to fall by the Contract Administrator. Any danger tree felled for this purpose will be hauled off site or processed at the landing.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using ground based equipment on sustained slopes that are 40 percent and less unless authority to use other equipment is granted in writing by the Contract Administrator. Trees on slope pitches greater than 40% may be directionally felled toward the skid trail.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. An on-site pre-work meeting shall be scheduled with the Contract Administrator, which shall include the operator and fallers, prior to commencement of any activities on site.
- B. A copy of the timber sale map, contract, FPA, and Road Plan shall be present on site during active operations.
- C. Marked leave trees may be traded for trees of the same size and species with prior approval from the Contract Administrator. The Purchaser shall notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- D. Purchaser shall not operate ground-based equipment in areas where there is potential for ruts to form (wet/soft soils). Directional falling and/or operating on mats of slash shall be utilized to avoid this.
- E. All yarding across stream channels shall be marked by the purchaser and approved by the Contract Administrator.
- F. Purchaser must place signs at entrance of Road Easements 1 & 2 off Fitzgerald Road and entrance to Weatherly Wildlife Area on the Iron Springs road while hauling off these roads. Signs shall also notify when roads are temporarily blocked for safety.
- G. Trees must be felled away from stream channels, RMZ areas, and any standing water or wet swales when feasible.
- H. The Contract Administrator shall suspend operations if in their opinion significant bark slippage or other leave tree damage occurs during falling and yarding operations. If bark slippage or damage to leave trees occurs beyond contract requirements, Purchaser shall be required to provide a plan outlining mitigation measures before harvest can commence.
- I. Timber harvest and haul will not be permitted if weather and road conditions are not conducive to protect water, soil, roads, and other forest assets. All

preventative measures shall be in place prior to commencing any winter operations.

J. Ground based yarding may be restricted during wet weather conditions if excessive rutting occurs on the roads and harvest area in the opinion of the Contract Administrator.

K. Existing downed logs shall not be removed, except that all blowdown with needles still attached that has been on the ground less than 2 years may be removed.

L. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.

M. No trees shall be felled or damaged outside the timber sale boundary unless approved by the Contract Administrator.

N. Purchaser assumes responsibility for any county road use permits and for all costs associated with permits and extra maintenance or repair levied by a county for any county road used by the Purchaser.

O. Purchaser shall suspend lead end of logs above the ground during yarding operations.

P. If found, Ns streams shall require a 30 foot equipment limitation zone.

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

H-150 Required Removal of Forest Products

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

<u>Species</u>	<u>Net bd ft</u>	<u>Log length (ft)</u>	<u>Log dib</u>	<u>Lower end dib</u>
All species sawlog	10	12	5"	n/a
All species standing pulp	0	10	4"	5"

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

H-160 Mismanufacture

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Schedule A Road Plan for this sale are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads specified in Schedule A Road Plan. All work shall be completed to the specifications detailed in the Road Plan. Road maintenance, repair and abandonment shall only occur on optional roads if the Purchaser chooses to construct them.

C-100 Landing Location Restricted

Landing locations are restricted to those shown on the timber sale map unless otherwise authorized in writing by the Contract Administrator.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

Purchaser shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan must be acceptable to the Contract Administrator. The plan will identify how Purchaser will accomplish abatement on the Weatherly Wildlife Area Main Access Road. Purchaser shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance

and approval of Purchaser's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate for Purchaser's purposes or complies with applicable laws.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods. The WDFW Contract Administrator reserves the right to inspect the trailer to insure that it is properly equipped.

S-100 Stream Cleanout

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

Department of Emergency Management (contact information below).
National Response Center (contact information below).
Appropriate Department of Ecology regional office (contact information below).
WDFW Contract Administrator

DOE - Northwest Region:
1-425-649-7000
(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

DOE - Southwest Region:
1-360-407-6300
(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

DOE - Central Region:
1-509-575-2490
(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

DOE - Eastern Region:
1-509-329-3400
(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

Department of Emergency Management 24-hour Number:
1-800-258-5990

National Response Center:
1-800-424-8802

S-131 Refuse Disposal

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

S-140 Fence and Cattle Guard Repair

Purchaser shall immediately repair all fence, gate and cattle guard damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-010 Liquidated Damages

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

D-020 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal volume to date from the State's cruise volume multiplied by the contract bid rates.

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

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

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

A = Administrative Fee = \$2,500.00.

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

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract,

\$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service within 24 hours of log removal, and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$750 per tree for all damaged trees in the harvest area.

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

TIMBER COMPANY NAME,
INC.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

Purchaser Representative

Cynthia Wilkerson
WDFW Wildlife Program Lands Division Manager

Purchaser Representative Name and Title

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

SCHEDULE C
Weatherly Silvicultural and Marking Prescription

Following are the timber harvest guidelines for all harvest Units:

- Harvest unit boundaries are delineated with pink ribbon OR boundary fences.
- **Do not** cut outside of areas delineated with pink ribbon unless authorized to do so in writing by the Contract Administrator
- Road locations are largely on existing road beds or across agricultural fields and are shown on the Weatherly Forest Restoration Timber Sale Map. Orange flagging was used to delineate some roads though most roads are not flagged. Trucks will not veer from mapped roads unless approved in writing by the Contract Administrator.
- Landings are not flagged. Landing locations must be approved by the Contract Administrator before construction and use.
- Equipment Limitation Zones (ELZ) are not delineated on the Timber Sale Map. Trees may be harvested and equipment may cross the ELZ in Type “NS” streams, but stream crossings must be kept to a minimum **and** approved in writing by the Contract Administrator. Type “NS” stream 30’ ELZ’s are **not** delineated with ribbon. It is incumbent on equipment operators to know where these streams are located and keep equipment a minimum of 30’ away from bank full width.
- Those trees designated with two marks above and below eye level, a ‘W’ and one butt mark on the downhill side are designated for wildlife tree creation. These trees should be cut as high as the harvesting equipment can reach (at least 12’ high). The top log(s) from these trees (if merchantable) can be manufactured for removal. Other removal trees with excessive sweep, butt rot or other bole damage from the base of the tree to at least 10’ may be cut at top of defected area (at least 10’) such that the top of the tree is processed and removed while the base of the tree remains a snag. This snag creation would occur as directed by the Contract Administrator to reduce large material in slash piles and provide for wildlife habitat.
- **Do not** cut snags greater than 12” DBH unless they pose a threat to public safety or leaving them would be a violation of Washington State Labor and Industries (L & I) rules. If snags are cut per L&I rules, they should be left on site as downed wood. Recently killed snags (still with red needles) less than 12” DBH will be manufactured for removal.
- **Healthy advanced regeneration of trees less than 6” DBH shall be protected as much as possible and as directed by the Contract Administrator.**
- Slash shall be piled as directed by the Contract Administrator.
- The area will be open to public recreation and hunting throughout the contract length. As such, areas with active logging shall be signed along Fitzgerald and Iron Springs Roads as directed by the Contract Administrator.
- Gates on Easements 1 and 2 shall remain closed when not in use. During active haul they may be left open if approved by the Contract Administrator or Wildlife Area Manager and are well signed to prevent unauthorized vehicle traffic.

UNITS 1-4:

- Only harvest conifer trees greater than 6” diameter at breast height (DBH) **not** marked with orange paint (one mark at eye level and one butt mark on the downhill side).

UNITS BLUE A AND BLUE B:

- Harvest all trees marked with blue as well as unmarked trees between 4” top dib (with at least a 12 foot length log) up to a maximum of 16” DBH to an average of 25 foot spacing in well-stocked areas.

- Favor the healthiest, vigorous trees to leave on site and favor removing the smaller, diseased trees.
- Create variation in the spacing. Clumps of 2-5 trees may be left with wider spacing around the clumps.
- Leave tree species preference is in the following order from most to least desirable: western larch, ponderosa pine, Douglas-fir, grand fir. Most cut trees in these units will be pine due to current stand conditions.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

SCHEDULE A
WEATHERLY FOREST RESTORATION COMMERCIAL TIMBER SALE ROAD PLAN
GARFIELD COUNTY
WEATHERLY WILDLIFE AREA

AGREEMENT NO.: 2020-01-W

FORESTER: SARA ASHIGLAR

DATE: 1/15/2020

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Road Type/Work Required</u>
Weatherly Main Access 1	54	Existing Permanent/Maintenance
Weatherly Easements 1 and 2	92	Existing Permanent/Spot Rock and Maintenance
Road 4	30	Existing Permanent/Maintenance
Roads 1A, 1B, 1C	38	Temporary/ New Construction and Abandonment
Roads 2A, 3, 3A, 4A, 4B	79	Temporary/ Reconstruction and Abandonment

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
2B	3	Temporary, Reconstruction
3B	11	Temporary, New Construction
3C	10	Temporary, New Construction
4C	26	Temporary, Reconstruction
4D	4	Temporary, Reconstruction
4E	16	Temporary, New Construction
4F	5	Temporary, Reconstruction

4G	6	Temporary, Reconstruction
4H	5	Temporary, New Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Requirements</u>
Required roads 1A, 1B, 1C	New temporary road construction: 12 feet wide, rip 12 inches and seed to abandon after completion of haul
Required Roads 4A, 4B	Temporary road reconstruction: 12 feet wide, waterbar >3% slopes and seed to abandon after completion of haul
Optional Roads 3B, 3C, 4E, 4H	Optional new temporary road construction: 12 feet wide, minor brushing, grading, water bar >3% slopes, abandonment
Optional Roads 2B, 4C, 4D, 4F, 4G	Optional temporary road reconstruction: minor brushing, grading, water bar >3% slopes, abandonment

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Weatherly Easement 1	20	Minor brushing, minor grading
Weatherly Main Access Rd	34.2	Minor grading
Road 4	31	Brushing, grading

0-7 POST-HAUL MAINTENANCE

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

0-10 ABANDONMENT

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-7 TEMPORARY ROAD CLOSURE

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-20 COMPLETE BY DATE

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
Weatherly Easement 1	20	Minor brushing, minor grading for log truck passage
Weatherly Main Access Rd	34.2	Minor grading for log truck passage
Road 4	31	Brushing, grading

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any activities not associated with harvest operations without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

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

1-25 ACTIVITY TIMING RESTRICTION

On the following road(s), the operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

<u>Road</u>
Easements 1 and 2
Access 1
Road 4

1-26 OPERATING DURING CLOSURE PERIOD If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION1-25 ACTIVITY TIMING RESTRICTION Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

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

<u>Road</u>	<u>Stations</u>
Weatherly Main Access Road	54
Weatherly Easements 1&2	92
Road 4	30

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface as needed or as required by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Weatherly Main Access Road	54	Blade/grade, spot rock as needed
Weatherly Easements 1&2	92	Blade/grade, spot rock as needed
Road 4	30	Blade/grade, spot rock as needed

2-6 CLEANING CULVERTS

On the Easement 2, Purchaser shall clean the inlets and outlets of all culverts.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the Easement Roads 1 and 2, Purchaser shall clean culverts, headwalls, and catchbasins. Work must be completed before log haul begins and as part of the final maintenance.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA, that is larger than one cubic foot in volume within the brushing area as shown on the BRUSHING DETAIL.

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris after harvest on skid trails and abandoned roads as directed by the Contract Administrator. Where skid trails and abandoned roads are insufficient to take the volume of organic debris produced, it will be piled at the landing, left in the woods on site, or have alternate debris disposal methods subject to the written approval of the Contract Administrator.

3-31 PILING

On all roads and landings, Purchaser shall pile organic debris **no closer than 25 feet** from standing timber and no higher than 12 feet unless otherwise approved by the Contract Administrator. Piles must be free of rock and soil.

SECTION 4 – EXCAVATION

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SECTION 5 – DRAINAGE, WATERBARS AND FORDS

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as directed by the Contract Administrator. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as directed by the Contract Administrator. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred (drivable or non-drivable) at the discretion of the Contract Administrator. Purchaser shall construct waterbars at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-1 ROCK SOURCE

Rock used in accordance with the quantities on the 6-71 ROCK APPLICATION shall be obtained at the Contractor’s expense and liability. The Contract Administrator may assist in locating rock sources, however, the development of any rock source, and removal of the rock shall be at the Contractor’s (Purchasers) expense and arrangements.

6-71 ROCK APPLICATION

Contractor shall apply rock in accordance with the specifications and quantities shown on the list below. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted by routing equipment over the entire width.

<u>Road</u>	<u>Comments</u>
Weatherly Main Access Road	Spot rock as directed by Contract Administrator
Weatherly Easements 1&2	Spot rock as directed by Contract Administrator
Road 4	Spot rock as directed by Contract Administrator

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement on the main access road, the Easement Roads 1 and 2 and Road 4 as needed as directed by the Contract Administrator.

SECTION 7 – GATE AND CATTLE GUARDS

7-78 GATE, CATTLE GUARD AND FENCING MATERIALS SUPPLIED BY CONTRACTOR

Contractor shall provide gates, cattle guards and fencing materials to standards directed by Contract Administrator if damaged during harvest, hauling or roadwork operations. Contractor shall obtain written approval for materials from the Contract Administrator before installation or repairs.

7-70 GATE CLOSURE

Contractor shall keep gates to Easements 1 and 2 closed and locked except during periods of haul, or as directed by Contract Administrator. All gates must be closed at termination of use.

7-71 CATTLE GUARDS

Purchaser shall maintain the cattle guard on property boundary on the Easement 2 Road. It must be kept in a condition equal or better to condition prior to start of work as determined by Contract Administrator. If damaged, the cattle guard shall be replaced and installed at the expense of the Contractor/Purchaser.

SECTION 8 - REVEGETATION

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed mixture listed below in 8-25 GRASS SEED or as specified by the Blue Mountain Wildlife Area Complex Manager. Seed shall be provided to cover 10 lbs. per acre, and cover the temporary road widths, associated ditches, landings and heavily used skid trails as directed by the Contract Administrator.

8-25 GRASS SEED

The Purchaser shall provide the seed mixture consisting of 26% Blue Wildrye, 14% Bluebunch Wheatgrass, 18% Idaho Fescue, 18% Mountain Brome, 14% Prairie Junegrass 10% Red Fescue unless comparable mix is approved by Contract Administrator.

The seed mix must meet the following specifications:

1. Weed seed must not contain weed seeds, and may not exceed 0.4% of crop seed.
2. All seed species must have a minimum 80% germination rate, unless otherwise specified. Source identified seed shall be generation four or less and from appropriate seed transfer zones.
3. Seed must be certified for source, viability and purity by Washington State Department of Agriculture.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed and variety
 - b. Lot number and origin of seed
 - c. Net weight
 - d. Pounds of Pure live seed (PLS) in the mix percentage of germination
 - e. Percentage of weed seed and inert material

8-26 GRASS SEED APPLICATION

Depending on timing of operation and Contract Administrator discretion, the Purchaser shall apply the seed mixture as directed by the Contract Administrator. For this sale it is likely that most seed will only be purchased by the Purchaser, and applied by the State later in the fall.

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
Weatherly Main Access	54	Blading/grading
Weatherly Easements 1&2	92	Blading/grading/rocking/ waterbars /repair or replace cattle guard if needed
Road 4	30	Blading/grading; waterbars
Entire Harvest Area	-	Repair fencing as needed

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Type</u>	<u>Date</u>
1A, 1B, 1C	Rip 12", seed	Sept 30 th , 2020
2A, 2B, 3, 3A, 3B, 3C, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H	Waterbar, remove berms, seed, add slash as directed by Contract Administrator	Sept 30 th , 2020

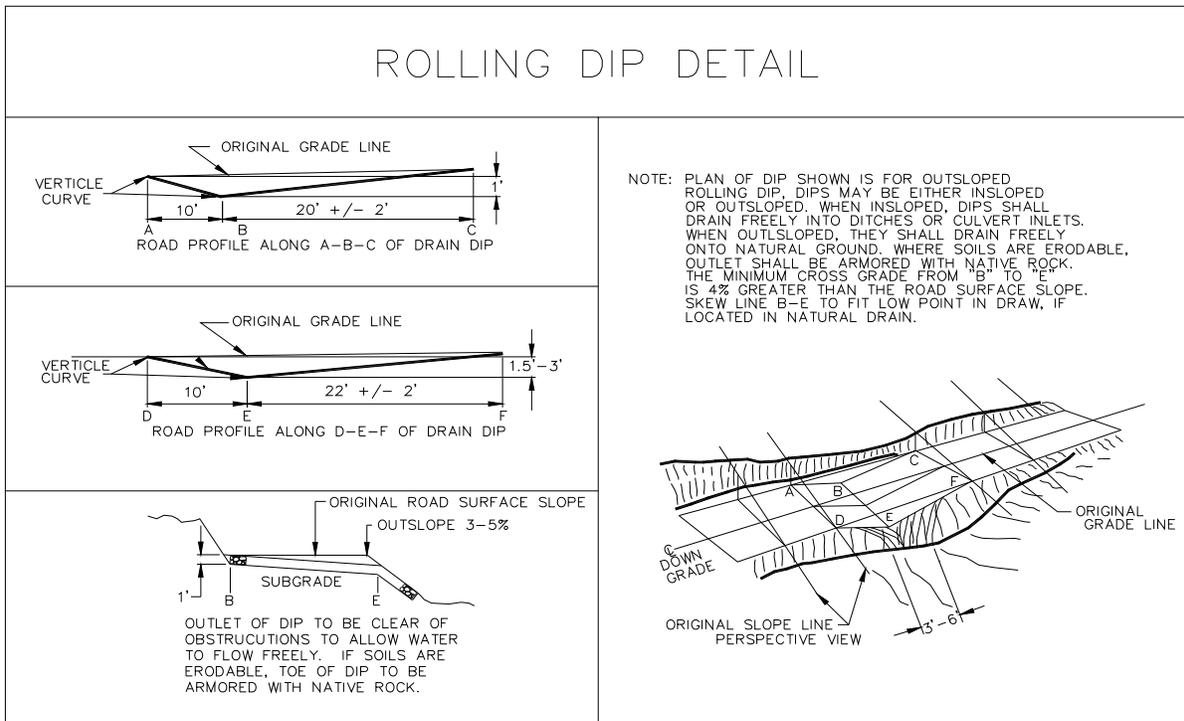
9-22 LIGHT/MEDIUM DECOMMISSIONING AND ABANDONMENT

- Remove road shoulder berms except as directed by Contract Administrator.
- Construct driveable and non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as directed by the Contract Administrator.
- 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.
- Provide grass seed concurrently with abandonment and in accordance with Section 8 REVEGETATION.
- Scatter woody debris onto abandoned road surfaces as directed by Contract Administrator.

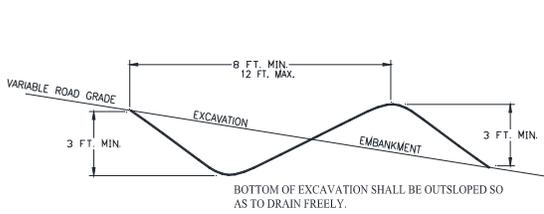
WATERBAR LIST

Road	Remarks
2A, 2B, 3, 3A, 3B, 3C, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H	Non-driveable waterbars on slopes greater than 3% every 100 ft or as needed and directed by Contract Administrator
Easement 1 and 2, Road 4	Driveable waterbars on slopes greater than 3% every 100 feet or as needed and directed by Contract Administrator

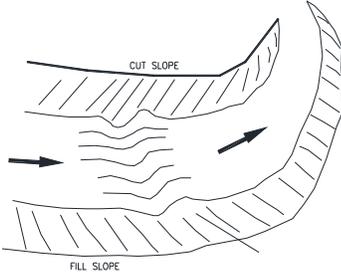
ROLLING DIP DETAIL



NON-DRIVABLE WATER BAR DETAIL



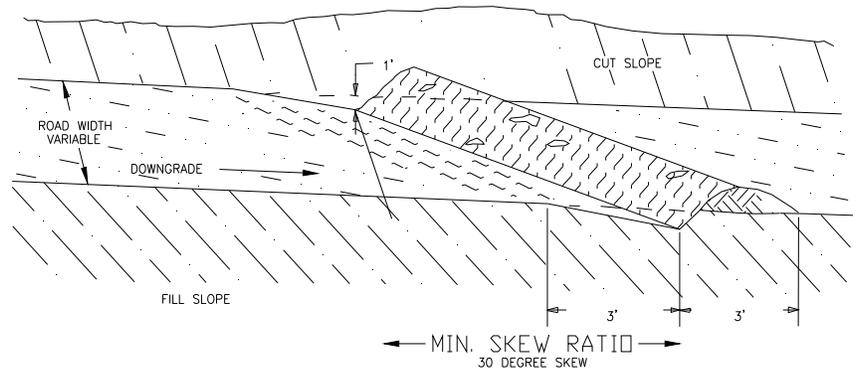
PROFILE VIEW



METHOD OF INSTALLATION

NOTE: EMBANKMENT SIDE OF UNDRIVABLE WATER BAR SHALL BE PLACED IN ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.

DRIVABLE WATER BAR DETAIL



NOTES

1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Surface

- Grade and shape road surfaces, turnouts, and shoulders to the original shape to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope.
- 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 as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.

Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain 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.

